



Regular City Commission Meeting Agenda

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

Mayor Bill Ganz

Vice Mayor Bernie Parness

District 1 Commissioner Michael Hudak

District 2 Commissioner Ben Preston

District 4 Commissioner Todd Drosky

**Tuesday
December 12, 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: October 17, 2023

ACKNOWLEDGEMENT OF CITY BOARD MINUTES

Affordable Housing Advisory Committee Meeting Minutes

Attachment: August 7, 2023

Non-Uniformed Employees Retirement Committee Meeting Minutes

Attachment: August 14, 2023

Community Redevelopment Agency Meeting Minutes

Attachment: August 29, 2023

Firefighter Pension Fund Meeting Minutes

Attachment: September 11, 2023

Hillsboro Inlet District Meeting Minutes

Attachment: October 16, 2023

Marine Advisory Board Meeting Minutes

Attachment: October 19, 2023

Code Compliance Meeting Minutes

Attachment: October 23, 2023

Community Appearance Board Meeting Minutes

Attachment: October 25, 2023, November 8, 2023

APPROVAL OF THE AGENDA

December 12, 2023

ZOOM INFORMATION

Join Zoom Meeting by clicking the below link:

<https://deerfield-beach.zoom.us/j/83822309935?pwd=WmhEZi9lak02QmcxSk1tSUlibldqUT09>

Join Zoom Meeting via telephone by dialing:

Call-in Number: (301) 715-8592

Meeting ID: 838 2230 9935#

Participant ID: #

Passcode: 511135#

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

QUASI-JUDICIAL PUBLIC HEARINGS

1. P.H. 2024-021: Application: 22-RM10-47

Applicant: Intracoastal Properties IV, LLC, represented by JSR Design Group, Inc.

Proposal: Seeking Major Site Plan approval to demolish two existing duplexes and construct three new townhomes consisting of 11,446 square feet with associated site improvements, on a 0.33 acre site.

Location: The property is generally described as LOTS 11 AND 21, BLOCK 14, OF OCEAN VUE, AMENDED PLAT OF BLOCKS 12, 13, AND 14 OF OCEAN VUE, and located at **513-525 NE 19th Avenue and 1867 NE 5th Street.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Planning & Development Services

Attachment: Application 22-RM10-47

PUBLIC HEARINGS

2. P.H. 2024-022: Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the 2022-2023 Consolidated Annual Performance and Evaluation Report ("CAPER") for the United States Department of Housing and Urban Development ("HUD") Programs; authorizing submission of the CAPER to HUD; providing for implementation and an effective date.

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Community Services

Attachment: CAPER

3. P.H. 2024-023: Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Deerfield Beach Affordable Housing Advisory Committee Incentive Report for fiscal year 2022-2023; authorizing submission of the

Incentive Report to the Florida Housing Finance Corporation; providing for implementation and an effective date.

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Community Services

Attachment: AHAC Annual Incentive Report

PUBLIC HEARINGS – SECOND READING

- 4. P.H. 2024-024: ORDINANCE 2023/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, ADOPTING THE UPDATED FIVE YEAR SCHEDULE OF CAPITAL IMPROVEMENTS SET FORTH IN TABLES 10.2 AND 10.4 IN ORDER TO UPDATE THE CAPITAL IMPROVEMENTS ELEMENT ("CIE") IN CONFORMANCE WITH SECTION 163.3177, FLORIDA STATUTES, AS MORE SPECIFICALLY SET FORTH IN EXHIBIT "A"; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.**

Suggested Action: Commission to vote on Ordinance

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

Sponsor: Department of Planning & Development Services

Attachment: CIE

- 5. P.H. 2024-025: ORDINANCE 2023/ - AN ORDINANCE OF THE CITY OF DEERFIELD BEACH, FLORIDA, AUTHORIZING THE ISSUANCE OF DEBT OBLIGATIONS OF THE CITY ("OBLIGATIONS"), IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$16,500,000, TO PROVIDE FUNDS, TOGETHER WITH OTHER AVAILABLE MONEYS, TO PAY THE COST OF CERTAIN CAPITAL IMPROVEMENTS TO THE CITY'S WATER AND SEWER SYSTEM AND TO PAY COSTS OF ISSUANCE OF THE OBLIGATIONS; PROVIDING THAT SUCH OBLIGATIONS SHALL BE SECURED BY AND PAYABLE FROM CERTAIN PLEDGED REVENUES CONSISTING PRIMARILY OF THE NET REVENUES OF THE WATER AND SEWER SYSTEM, AS SHALL BE SET FORTH OR PROVIDED FOR IN A SUPPLEMENTAL RESOLUTION TO BE ADOPTED BY THE CITY COMMISSION PRIOR TO THE ISSUANCE OF THE OBLIGATIONS; PROVIDING THAT, SUBJECT TO THE LIMITATIONS HEREIN CONTAINED, THE TERMS OF SUCH OBLIGATIONS SHALL BE ESTABLISHED OR PROVIDED FOR AND THE OBLIGATIONS SHALL BE SOLD AS**

PROVIDED IN THE SUPPLEMENTAL RESOLUTION; AUTHORIZING THE TAKING OF OTHER ACTIONS RELATING TO THE OBLIGATIONS; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Suggested Action: Commission to vote on Ordinance

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

Sponsor: Department of Financial Services

Attachment: Debt Obligations

- 6. Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, authorizing a loan in the aggregate principal amount not exceeding \$16,500,000 to provide interim financing for certain capital improvements to the City's water and sewer system and related costs; authorizing the issuance of a water and sewer revenue note, Series 2023 to evidence such loan; making findings and determinations as to the loan and the note; accepting the lender's proposal to provide the loan and purchase the note; providing that the City's obligations under the loan and the note shall be secured and payable from pledged funds consisting primarily of the net revenues of the City's water and sewer system; approving the form of a loan agreement with the lender and authorizing the execution and delivery of the Loan Agreement and the Note; authorizing other required actions in connection therewith; and providing an effective date. (*Departmental Business*)**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of of Financial Services

Attachment: Loan Agreement and Note

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 - BOARD APPOINTMENT

- 7. Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, appointing Patricia O'Neil as a member of the Affordable Housing Advisory Committee; 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: Office of the City Clerk

Attachment: AHAC Appointment

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

- 8. Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Governmental Agency Order Publicly Accessible Website Agreement with Civic Plus, LLC, relating to the publication of legal notices on Broward County's designated website; authorizing the execution of the Agreement; and providing for an effective date. (Funds from Account #001-0305-513-39-21 - Advertising)**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Office of the City Clerk & Commissioner Todd Drosky

Attachment: Civic Plus, LLC

- 9. Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, appointing the Law Offices of John J. Hearn, P.A. as Code Enforcement Special Magistrate and Zoning Appeals Special Master in accordance with the provisions of the City of Deerfield Beach Code of Ordinances and Land Development Code; and providing for an effective date. (Funds from Account #001-3009-524-30-26 - Code Compliance/Code**

Enforcement/Special Magistrate & Account #001-1100-515-32-99 - Other Contractual Services)

Suggested Action: Commission to vote on Resolution

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

Sponsor: Office of the City Attorney

Attachment: Law Offices of John J. Hearn, P.A.

10. Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving and adopting the National Institute of Standards and Technology's Cybersecurity Framework as the City's Cybersecurity Standards pursuant to Section 282.3185, Florida Statutes; 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: Department of Information Technology

Attachment: Cybersecurity Framework

11. Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the award of a Community Participation Grant to DPR Youth Enrichment Association for Academics & Athletics, Inc. in the amount of \$45,000.00 to support the Packer Rattlers Youth Football, Cheerleading, and Academic Support Programs; providing for execution, severability, conflicts, and an effective date. (*Funds from Account #001-7025-572-39-14 - Athletic Program Supplement*)

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: DPR Youth Enrichment Association for Academics & Athletics, Inc.

12. Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, accepting right-of-way dedications for seven properties, as set forth on Exhibits "A" through "G", as part of the Habitat for Humanity Development Project; 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 Environmental Services

Attachment: Habitat for Humanity Development Project

- 13. Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a change order in the amount of \$146,379.86 to design and implement modifications to the architectural distribution of the floor space for the Johnny L. Tigner Community Center Project to accommodate the Department of Parks and Recreation staff, including audio visual infrastructure and equipment, for a total project cost of \$11,529,596.17; providing for execution of the Change Order, implementation and an effective date. (*Funds from Account #358-5060-572-61-12 - 2018 Revenue Bond Fund - Construction*)**

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: Johnny L. Tigner Community Center Project

- 14. Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving and adopting the City's Comprehensive Emergency Management Plan; 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: Department of Public Safety

Attachment: Comprehensive Emergency Management Plan

- 15. Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Statewide Mutual Aid Agreement with the Florida Division of Emergency Management; providing an effective date.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Public Safety

Attachment: Statewide Mutual Aid Agreement

- 16. Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach,**

Florida, adopting the City's 2024 State Legislative Agenda; providing for transmittal, implementation, and an effective date.

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Community Services

Attachment: 2024 State Legislative Agenda

17. Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, accepting a grant award from the Florida Department of Environmental Protection in an amount of \$435,000 for the Martin Luther King Jr. Avenue Stormwater Project; approving and authorizing execution of the Grant Agreement; 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: Department of Community Services

Attachment: MLK Stormwater Project

18. Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an updated Security Program Plan for the Community Shuttle Program with Broward County; providing for implementation and an effective date.

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Community Services

Attachment: Security Program Plan

19. Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an updated System Safety Program Plan for the Community Shuttle Program with Broward County; providing for implementation and an effective date.

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Community Services

Attachment: System Safety Program Plan

- 20. Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an amendment and restatement of the 2019 Edward Byrne Justice Local Assistance Solicitation Grant Memorandum of Understanding between the participating agencies and the City of Pompano Beach for the administration of the 2019 Edward Byrne Memorial Justice Assistance Grant funds; authorizing execution of the amended and restated Memorandum of Understanding; 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: Department of Community Services

Attachment: Edward Byrne Justice Grant MOU

- 21. Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a funding agreement with the Broward County Sheriff in the amount of \$20,252.70 in 2019 Edward Byrne Memorial Justice Assistance Grant funds to implement the Railroad Crossing Education and Enforcement Program; authorizing execution of the Funding 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 Community Services

Attachment: Railroad Crossing Education and Enforcement Program

- 22. Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a Second Amendment and Restatement to the Subrecipient Agreement with the City of Pompano Beach for the 2019 Edward Byrne Justice Assistance Solicitation Grant Award to extend the Agreement term end date to September 30, 2024; authorizing execution of the Second Amendment and Restatement Agreement; 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: Department of Community Services

Attachment: Subrecipient Agreement

DEPARTMENTAL BUSINESS

- 23. Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving and authorizing execution of a close-out agreement and release with Siemens Industry, Inc. related to the Guaranteed Energy, Water, and Wastewater Performance Savings Agreement between the City and Siemens Industry, Inc.; providing for severability, implementation, and an effective date.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Sustainable Management

Attachment: Siemens Industry, Inc.

- 24. Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving and authorizing execution of a contract with Waste Connections of Florida, Inc. for the disposal of municipal solid waste, bulk materials, and construction and demolition debris for a three-year term commencing on December 28, 2023, with one, three year renewal option; waiving the requirements for competitive solicitations set forth in Section 38-116 of the City Code of Ordinances; providing for severability, implementation, and an effective date. (*Funds from Account #450-4551-534-32-14 - Disposal Expense*)**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Sustainable Management

Attachment: Waste Connections of Florida, Inc.

- 25. ORDINANCE 2023/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING ARTICLE I "IN GENERAL" OF CHAPTER 66 "TRAFFIC AND VEHICLES" OF THE CITY CODE OF ORDINANCES TO CREATE SECTION 66-2 "SPEED DETECTION SYSTEMS FOR ENFORCEMENT OF SCHOOL ZONE SPEED LIMITS" TO AUTHORIZE THE PLACEMENT AND INSTALLATION OF SPEED DETECTION SYSTEM ON ROADWAYS MAINTAINED AS SCHOOL ZONES; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.**

Suggested Action: Commission to vote on Ordinance and set public hearing date for January 9,

2024

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

Sponsor: Department of Public Safety

Attachment: Enforcement of School Zone Speed Limits

- 26. Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving and authorizing execution of a professional services agreement with Jacobs Engineering Group, Inc. to develop a design criteria package and provide administrative services for the Anion/Ion Exchange System Treatment Upgrades for Water Treatment Plant Operations in an amount not to exceed \$1,749,686.00; and providing for an effective date. (Funds from Account #413-5020-533-60-31 - Improvements Other than Buildings & Account #413-5020-533-65-30 - CIP - Infrastructure)**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Environmental Services

Attachment: Jacobs Engineering Group, Inc.

- 27. Presentation regarding the architectural enhancements to the International Fishing Pier.**

Sponsor: Department of Environmental Services

Attachment: International Fishing Pier

- 28. Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the ranking and award of Request for Proposals No. #24-03-BA for the Deerfield Beach International Fishing Pier Repairs and Renovations; authorizing the City Manager to negotiate and execute an agreement with the top ranked, responsive and responsible proposer, Brothers' Construction Inc. in an amount not to exceed \$3,234,075.00; providing for implementation and an effective date. (Funds from Account #399-5060-519-65-30 - International Fishing Pier Structural Repair & Rehabilitation)**

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: Brothers' Construction Inc.

COMMENTS BY ADMINISTRATION & LEGAL

COMMENTS BY MAYOR & CITY COMMISSION

ADJOURNMENT

FUTURE CITY COMMISSION MEETINGS

Regular City Commission Meeting - Tuesday, January 9, 2024

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, October 17, 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 Michael Hudak
Commissioner Ben Preston
Vice Mayor Bernie Parness
Mayor Bill Ganz

Also Present:

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

MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

Mayor Ganz stated that Ronald Rolle, Sr., former Packer Rattlers coach, David Butler, and Jennifer Schutt, Deerfield Beach Elementary School teacher, have passed, and he asked that everyone keep them in their thoughts and prayers. Thereafter, there was a moment of silence, followed by the Pledge of Allegiance.

APPROVAL OF CITY COMMISSION MINUTES

Regular City Commission Meeting Minutes - September 13, 2023

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

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

Nays: 0

ACKNOWLEDGEMENT OF CITY BOARD MINUTES

Marine Advisory Board Meeting Minutes - May 18, 2023
Community Appearance Board Meeting Minutes - August 23, 2023
Code Compliance Meeting Minutes - August 23, 2023
Planning & Zoning Board Meeting Minutes - September 7, 2023

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

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

Nays: 0

APPROVAL OF CITY COMMISSION AGENDA

October 17, 2023

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

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

Nays: 0

AWARDS & RECOGNITION

1. Certificate of Recognition presented to Deerfield Beach Middle School Student Daniel Perallon for winning the Peace Poster Contest for the Middle School Category.

Mayor Ganz presented a certificate of recognition to Daniel Perallon for winning the Peace Poster Contest.

Cynthia Tapia Rodriguez, Broward County Public Schools, provided a brief overview of the work she performs in the schools. Thereafter, she congratulated Daniel on his achievement and stated that a peace pole will be awarded to Deerfield Beach Middle School, and ten trees will be planted in Africa.

Antonio Roberts, Art Teacher, commended Daniel for his achievement. Thereafter, he provided a brief overview of the concept behind the poster.

2. Certificate of Recognition presented to the Deerfield Beach Fire District for maintaining an Insurance Services Office (ISO) Class 1 Rating for the Fire Suppression Schedule (FSRS) Program during its recertification process.

David Santucci, City Manager, stated that the City has reclaimed the ISO Class 1 Rating, which is an amazing accomplishment. Thereafter, a short video was displayed outlining Chief Samantha Whitehorne's, District Fire Chief, individual achievement.

Chief Whitehorne provided a brief overview of the recertification process for the ISO Class 1 Rating. She stated that Florida has 461 fire departments and only 10% have the Class 1 Rating; there are 47,000 registered fire departments nationwide that are subjected to the ISO survey and less than 1% achieve the rating. Thereafter, she thanked the Commission for their contributions in achieving this rating.

QUASI-JUDICIAL PUBLIC HEARINGS

3. P.H. 2024-001: APPLICATION NO. 23-P-238

Applicant: J&A Holdings Group, Inc represented by Pulice Land Surveyors

Proposal: Request to amend the plat restriction from 335,000 square feet of industrial use to 335,000 square feet of industrial use and 2,300 square feet of office use on the "York Chase Rondo Industrial Plat" (Plat Book 123, Page 5).

Location: The property is generally described as a portion of Parcel A York Chase Rondo Industrial Plat, more particularly described in the file, and located at **1810 SW 42nd Way**.

The Resolution was read by title only.

Anthony Soroka, City Attorney, explained the quasi-judicial proceeding and asked whether the applicant will proceed or waive.

Elizabeth Tsouroukdissian, representing the applicant, waived the quasi-judicial proceeding. She said the applicant is requesting to amend the plat note and add 2,300 square feet of office use, which will be auxiliary to the 335,000 square feet of industrial use.

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

QUASI-JUDICIAL PUBLIC HEARINGS - CONTINUED

MOTION was made by Commissioner Preston, seconded by Commissioner Hudak, to approve Item 3, adopted Resolution 2023/171. Roll Call:

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

Nays: 0

PUBLIC HEARINGS - SECOND READING

- 4. P.H. 2024-002: ORDINANCE 2023/012 - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, VACATING AND ABANDONING THREE UTILITY EASEMENTS LOCATED AT 1345-1399 S. FEDERAL HIGHWAY CONNECTED TO THE KING HYUNDAI DEALERSHIP REDEVELOPMENT PROJECT (APPLICATION 23-A-200); PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.**

The Ordinance was read by title only.

Heather Montemayor, City Clerk, advised that pursuant to Ordinance 2009/006, City of Deerfield Beach Code of Ethics, the applicant's representatives' firm, Greenspoon Marder, made the following campaign contributions: Commissioner Michael Hudak - \$500 on February 5, 2019 & \$500 on November 21, 2022; Commissioner Ben Preston - \$500 on February 9, 2023; Vice Mayor Bernie Parness - \$500 on January 19, 2021; and Commissioner Todd Drosky - \$500 on December 23, 2020.

There was no discussion amongst the Commission.

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

MOTION was made by Vice Mayor Hudak, seconded by Commissioner Preston, to approve Item 4, adopted Ordinance 2023/012. Roll Call:

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

Nays: 0

- 5. P.H. 2024-003: ORDINANCE 2023/013 - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING ARTICLE II "NOISE CONTROL" OF CHAPTER 34 "ENVIRONMENT" OF THE CITY CODE OF ORDINANCES TO PROVIDE REGULATIONS RELATING TO EMERGENCY BACKUP GENERATORS; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.**

The Ordinance was read by title only.

Mayor Ganz opened the public hearing.

Daniel Shanetzky, 34 Keswick B, Deerfield Beach, spoke in support of the Ordinance.

Mayor Ganz closed the public hearing.

There was no discussion amongst the Commission.

MOTION was made by Commissioner Preston, seconded by Vice Mayor Parness, to approve Item 5, adopted Ordinance 2023/013. Roll Call:

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

Nays: 0

PUBLIC HEARINGS - SECOND READING - CONTINUED

6. **P.H. 2024-004: ORDINANCE 2023/014 - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING CHAPTER 38, "FINANCE AND TAXATION", ARTICLE VII "TAXES", BY AMENDING SECTION 38-244 "ADDITIONAL HOMESTEAD EXEMPTION FOR PERSONS 65 AND OLDER" OF THE CITY CODE OF ORDINANCES TO INCREASE THE ADDITIONAL SENIOR HOMESTEAD EXEMPTION FROM \$25,000.00 TO \$50,000.00 AND PROVIDE FOR AN ADDITIONAL LONG TERM RESIDENCY SENIOR HOMESTEAD EXEMPTION IN THE AMOUNT OF THE ASSESSED VALUE OF PROPERTY FOR CERTAIN PERSONS 65 AND OLDER WHO MEET CERTAIN RESIDENCY, INCOME, AND OTHER STATUTORY REQUIREMENTS; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.**

The Ordinance was read by title only.

Mayor Ganz opened the public hearing.

Daniel Shanetzky, 34 Keswick B, Deerfield Beach, spoke in support of the Ordinance. Thereafter, he provided a brief overview of the benefits outlined in the Ordinance.

Dan Herz, 330 SE 19th Avenue, Deerfield Beach, spoke in support of the Ordinance, as it puts money back into the hands of the taxpayers. Thereafter, he commented on the use of emergency reserves to cover these costs.

Ely Okun, 2041 Berkshire C, Deerfield Beach, urged the Commission to approve the Ordinance, as he believes it will assist the older, low-income community, and will cost the City very little.

Mayor Ganz closed the public hearing.

David Santucci, City Manager, stated that approval of this ordinance will not impact the undesignated fund balance, nor the fiscal year 2024 budget, as it will not take effect until fiscal year 2025. Further, should the Ordinance pass, it will be a potential reduction of \$112,541.

Mayor Ganz spoke in support of the Ordinance.

Vice Mayor Parness thanked Mr. Okun for his support as the adoption of this ordinance will help those in dire need.

MOTION was made by Commissioner Hudak, seconded by Commissioner Preston, to approve Item 6, adopted Ordinance 2023/014. Roll Call:

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

Nays: 0

PUBLIC COMMENT

Commissioner Hudak temporarily left the meeting at 8:07 p.m. and returned at 8:08 p.m.

Jackson Pellingra, 1300 Sawgrass Corporate Parkway, Fort Lauderdale, said he is here on behalf of his client, Brandon Hollenberg, Deerfield Beach property owner. Thereafter, he provided a brief overview of the situation his client is facing and asked for the Commission's help, so his client can move into his home.

Brandon Hollenberg, 540 River Oak Lane, Deerfield Beach, provided a brief overview of what has transpired since purchasing his property three years ago. Further, he said he has done everything right since purchasing the property, and due to unforeseen circumstances, that he cannot control, him and his family are unable to move into their home. Lastly, he stated that he has gone even further to try and move the process along, i.e. submission of roadway documents, drainage payment, etc., and is asking for support, so he can file a grievance or hardship and obtain his certificate of occupancy (CO).

PUBLIC COMMENT - CONTINUED

Norman Graham, 167 SW 1st Court, Deerfield Beach, expressed concerns with amplified music coming from an organization located at 159 SW 1st Terrace, Deerfield Beach, a.k.a. Masonic Lodge on Saturdays from 10 a.m. to dusk. He stated that he has worked with Commissioner Preston, who provided police presence, but once they leave, the music goes back up. Further, Mr. Graham said the new homeowner at 166 SW 1st Court, Deerfield Beach, blasts music on Sundays from noon to dusk. Lastly, he asked for the Commission's help, as the situation is unnecessary.

Janice Hutchinson, 1470 SW 9th Avenue, Deerfield Beach, expressed concerns with the high school traffic parking on her lawn and trash in her yard. She suggested adding garbage cans and an additional speed bump on the street, as well as cameras to monitor the crime. Thereafter, she stated that these concerns have been expressed to Commissioner Preston and various police officers.

Willie Graham-Bracy, 501 NW 1st Terrace, Deerfield Beach, said the trees are becoming so overwhelming that they are interfering with the powerlines and causing outages; therefore, she asked if the height should be regulated by code compliance.

Daniel Shanetzky, 34 Keswick B, Deerfield Beach, provided a brief overview on various Florida piers he has researched since the Deerfield Beach pier presentation. Further, he said Pompano Beach's pier is wider, higher, contains sail designs in lieu of a pavilion, and the end is shaped like a pompano fish, and suggested the City incorporate the buck.

Dan Herz, 330 SE 19th Avenue, Deerfield Beach, asked for everyone to keep the 199 hostages Hamas is holding in their thoughts and prayers. Further, he stated that tonight's meeting was not outlined on the City's Facebook page, but other events are. Thereafter, he read Florida Statute Section 838.22 aloud, as well as excerpts from previous meeting minutes.

Mayor Ganz closed the public hearing.

In response to Commissioner Preston's question, Mr. Hollenberg replied that he is hoping that the Commission will amend the Developer's Agreement, so he can obtain a CO or partial CO.

Anthony Soroka, City Attorney, said he has been working with Mr. Hollenberg, as well as his attorney on finding a resolution to his situation; nevertheless, Mr. Hollenberg is not a party to the Development Agreement, as it is between the City, HOA, and developer. Further, the HOA is willing to amend the agreement and a permit has been applied for with respect to the road, so progress is being made.

In response to Commissioner Hudak's question, Mr. Soroka replied that an amendment can be drafted and presented to the Commission, presuming the HOA and developer agree to it; nonetheless, he stated that what is being asked to be waived was put into place to ensure the road would be built. Furthermore, staff had concerns with issuing a temporary CO, which is what is being requested, because if the road is not built, the owner would be kicked out of the property, so staff was seeking alternate scenarios to ensure the road would be built; nevertheless, the submission of the permit is a move in the right direction.

Mayor Ganz said the City, in trying to be flexible, granted building permits that normally would not be granted until the roadway was constructed which is unfortunate, but he is glad that headway is being made. Thereafter, he responded to other comments/questions/concerns posed by the public. He said he believes Mr. Graham was referring to the Prince Hall Masons; nevertheless, he asked that action be taken and urged code enforcement to shut frequent flyers down. Mayor Ganz said Florida Power and Light (FP&L) is responsible for maintaining the trees near the powerlines; nevertheless, there is no height requirement. Thereafter, he thanked Mr. Shanetzky for his research and bringing the ideas forward. Further, he agreed and asked all to keep the hostages and Israel in their thoughts and prayers. Lastly, he urged all to attend the State of the City event on Wednesday, October 18th.

CONSENT - BOARD APPOINTMENT

- 7. Resolution 2023/172 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, appointing Timothy Drabik and Jamekia Ricks as Commissioners of the Deerfield Beach Housing Authority; providing for an effective date.**

CONSENT - BOARD APPOINTMENT - CONTINUED

The Resolution was read by title only.

Mayor Ganz opened the public hearing.

LaTonya Coley-McKenly, Executive Director, thanked the Mayor, Vice Mayor, and Commissioners for making the Housing Authority Board complete.

Mayor Ganz closed the public hearing. Thereafter, he apologized for the length of time it has taking to complete the Board, but is happy that it is done.

MOTION was made by Commissioner Preston, seconded by Vice Mayor Parness, to approve Item 7, adopted Resolution 2023/172. Voice Vote:

Yeas: 5 - Commissioner Drosky, Commissioner Hudak, Commissioner Preston, Vice Mayor Parness, and Mayor Ganz
Nays: 0

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

Mayor Ganz opened the public hearing for Item 9; however, there were none to speak and the public hearing was closed.

There was no discussion amongst the Commission.

MOTION was made by Commissioner Preston, seconded by Vice Mayor Parness, to approve Item 9, adopted Resolution 2023/174. Roll Call:

Yeas: 5 - Commissioner Drosky, Commissioner Hudak, Commissioner Preston, Vice Mayor Parness, and Mayor Ganz
Nays: 0

- 8. Resolution 2023/173 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a fifth work authorization with Coastal Protection Engineering, LLC and the Town of Hillsboro Beach for preliminary engineering services for project design and post-construction biological monitoring services in an amount not to exceed \$231,986.15 for the City's 50% share of the cost; providing for execution and an effective date. (Funds from Account #001-4553-539-32-99 - Other Contractual Services)**

The Resolution was read by title only.

David Santucci, City Manager, recognized staff for an outstanding project.

Chad Grecsek, Director of Sustainable Management, stated that he and staff were recognized for the project in Rhode Island last week. He stated that the consultant will provide a brief overview of the next steps for the beach renourishment project.

Tara Brenner, Coastal Protection Engineering, presented a brief PowerPoint presentation. She reiterated that the project was recently presented in Rhode Island at the American Shore & Beach Preservation Association (ASBPA), as well as a Florida Beach Preservation meeting, whereby, the City received the 2023 Best Restored Beaches Award from the ASBPA. Thereafter, she provided a brief overview of the joint beach renourishment project that was coordinated between Deerfield Beach, Boca Raton, and Hillsboro Beach. Ms. Brenner explained that the next steps include continuing post-construction monitoring, preliminary engineering for next construction, and assist staff with funding support. Lastly, a short video of the project was displayed.

In response to Vice Mayor Parness' question, Ms. Brenner said New York is a different environment and has a different angle of coastline, whereby, there are no inlets. Further, she stated that Deerfield Beach has several rock structures, which in a way caused the disagreement with the Town of Hillsboro Beach;

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS - CONTINUED

nonetheless, when a coastal structure is put into a system it creates a positive effect on one side and a negative effect on the other side.

In response to Commissioner Drosky's question, Ms. Brenner replied that information can be taken from this project and be applied to a future artificial reef project. Further, she said all data is submitted to the State, who has been coordinating with Patrick Bardes, Coastal & Waterway Coordinator, who has also been working with the County on a potential artificial reef project.

Mr. Grecsek stated that when an artificial reef is placed in a certain location it becomes a resource, so it must be a part of the City's plan.

Mayor Ganz opened the public hearing.

Dan Herz, 330 SE 19th Avenue, Deerfield Beach, asked if beach erosion has improved or worsened since the conclusion of the project.

Ms. Brenner said the recent high-water events have caused large scarps in the ocean, which was kind of expected, but as part of the settlement agreement, an existing design had to be rebuilt. Furthermore, reducing immediate post construction scarping is something they plan to reformulate.

Mayor Ganz closed the public hearing. Thereafter, he thanked Mr. Santucci and staff for their efforts, as this was truly a remarkable project.

MOTION was made by Commissioner Hudak, seconded by Vice Mayor Parness, to approve Item 8, adopted Resolution 2023/173. Roll Call:

Yeas: 5 - Commissioner Drosky, Commissioner Hudak, Commissioner Preston, Vice Mayor Parness, and Mayor Ganz
Nays: 0

- 9. Resolution 2023/174 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an amendment to Grant Agreement 22CV-E10 with the Florida Department of Commerce for the Community Development Block Grant - Coronavirus Program to extend the term of the Agreement to September 30, 2024; authorizing execution of the Amendment; and providing for an effective date.**
- 10. Resolution 2023/175 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an agreement with Rubin Turnbull & Associates, Inc. for State and Local Lobbyist Services; authorizing execution of the Agreement in an annual amount not to exceed \$84,000.00; providing for an effective date. (Funds from Account #001-1701-564-32-99 - Other Contractual Services)**

Mayor Ganz opened the public hearing.

Dan Herz, 330 SE 19th Avenue, Deerfield Beach, asked when the contract was last put out for a competitive bid.

Mayor Ganz closed the public hearing.

David Santucci, City Manager, said there has never been a contract increase until now, which is needed, as the City has expanded their scope of services to provide federal lobbyist services.

Mayor Ganz said although there has never been an increase, there was a decrease years ago.

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS - CONTINUED

MOTION was made by Commissioner Preston, seconded by Vice Mayor Parness, to approve Item 10, adopted Resolution 2023/175. Roll Call:

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

Nays: 0

DEPARTMENTAL BUSINESS**11. Presentation by staff regarding the DFB Compost Program.**

Hillary Silverstone, Sustainability Coordinator, displayed a brief video of the DFB Compost Program. Thereafter, she highlighted a PowerPoint presentation. She explained that DFB Compost is a city food waste recycling program, which is the first of its kind in the SE region of Florida. The goal of the program is to develop and test strategies for planning and implementing municipal compost and food waste reduction plans. The US Department of Agriculture awarded the City \$300,000 in grant funds for the program and the City, along with its partners (Filthy Organics, Organics Recycling Foundation, and Flipany) contributed \$75,000. She explained that the compost program is a way to divert materials from the landfill and traditional recycling to a more financially efficient way; whereby, 22% of garbage is food waste, so being able to reprocess it is a step in the right direction. Ms. Silverstone said the program components include collection and processing, giveback, education and outreach, and food recovery. Lastly, she said the grant was awarded in April 2023, project development occurred during the summer, sign-ups began in the fall, and the project will closeout in April 2025. During this time, staff will evaluate the program to ensure that it is beneficial to the City in the future.

In response to Vice Mayor Parness' question, Ms. Silverstone replied that the collected food does not have to be chemical free.

Vice Mayor Parness spoke in support of the program.

12. Resolution 2023/176 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, declaring the City's official intent to reimburse itself for capital expenditures for certain municipal improvements by incurring debt; stating the maximum principal amount of debt and the nature of project costs; authorizing incidental action; providing for conflicts and an effective date.

13. Resolution 2023/177 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, declaring the City's official intent to reimburse itself for capital expenditures for certain municipal services related vehicles and large equipment apparatus by incurring debt; stating the maximum principal amount of debt and the nature of project costs; authorizing incidental action; providing for conflicts and an effective date.

Items 12 & 13 were discussed together but voted on separately. Thereafter, the Resolutions were read by title only.

Commissioner Hudak left the meeting temporarily at 8:48 p.m. and returned at 8:50 p.m.

Anthony Soroka, City Attorney, stated that the Commission is not being asked to approve any debt or to authorize the issuance of any debt; whereby, if something like this is not done, and expenditures are made without announcing the intent it precludes the City's ability later to use debt or loan proceeds to reimburse itself or pay for those expenditures with the loan proceeds.

David Santucci, City Manager, stated that these items are consistent with the City's plan and approved budget. Item 12 speaks to the actual capital expenditures, and Item 13 speaks to the vehicle and equipment lease purchases. Further, he stated that this allows the City to proceed with the purchases on the City's dime, while moving forward with the loan mechanisms, which will allow the City to recoup on the particular projects in the loan further down the road.

DEPARTMENTAL BUSINESS - CONTINUED

Mayor Ganz opened the public hearing.

Dan Herz, 330 SE 19th Avenue, Deerfield Beach, asked for a breakdown of the \$2.5 million allocated towards the Pioneer Grove corridor redevelopment improvements. Further, he suggested giving the \$2.5 million to developers in the form of city property tax abatements.

Mayor Ganz closed the public hearing.

MOTION was made by Vice Mayor Parness, seconded by Commissioner Preston, to approve Item 12, adopted Resolution 2023/176. Roll Call:

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

Nays: 0

MOTION was made by Commissioner Preston, seconded by Commissioner Hudak, to approve Item 13, adopted Resolution 2023/177. Roll Call:

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

Nays: 0

14. Resolution 2023/178 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a professional services agreement with Architects Design Group/ADG, Inc. to develop a public safety master plan; authorizing execution of the Agreement in an amount not to exceed \$448,253.00; providing for an effective date. (Funds from Account #399-3000-521-61-04 - Capital Projects - Public Safety & Account #399-3000-522-61-04 - Capital Projects - Public Safety)

Rodney Brimlow, Director of Public Safety, provided a brief PowerPoint presentation. He stated that although public safety takes up a huge part of the General Fund, after property taxes, the next highest three revenue sources are public safety related. He said the proper equipment and facilities are needed in order to deliver the level of service the residents, businesses, and visitors deserve. Thereafter, a graph was displayed depicting the increase in population over the years. Further, there are 390 employees within the Office of Public Safety, with 57 functional positions, and employees are scattered throughout 11 locations and seven major facilities. Thereafter, a map of the 11 locations was displayed, whereby, six of the locations were fire stations, with one housing the Emergency Operating Center (EOC), which is more than 15 years old. Mr. Brimlow said there is also over \$20 million in vehicles and equipment that are a part of public safety.

Continuing, Mr. Brimlow said the Master Plan Phase 1 outcomes, which will take five months to complete, consist of a detailed spatial needs analysis, comprehensive staffing studies, existing building analyses, site analyses, conceptual architectural site planning, and preliminary technology report. Furthermore, a more comprehensive project methodology was conducted, as staff wanted to account for anything that would be potentially needed at a later date, i.e. updating and/or constructing facilities, if recommended. Thereafter, he briefly outlined ADG Inc.'s background and credentials. Lastly, he stated that staff is requesting approval of the contract, so Phase 1 of the project can commence.

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

There was no discussion amongst the Commission.

MOTION was made by Commissioner Preston, seconded by Vice Mayor Parness, to approve Item 14, adopted Resolution 2023/178. Roll Call:

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

Nays: 0

COMMENTS BY ADMINISTRATION & LEGAL

CITY ATTORNEY - None.

CITY MANAGER

15. Resolution 2023/179 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the City's Strategic Plan for fiscal years 2023-2028, attached as Exhibit "A"; providing an effective date.

David Santucci, City Manager, said he is extremely happy to present the strategic plan, as it has been in the works for quite some time. Thereafter, he thanked staff, as well as the City Commission for their input. Furthermore, additional input was provided by the City's consultant, as well as the public through a survey. Mr. Santucci said he will now use this plan as a guiding strategy when moving the City forward. The plan outlines the organizations mission, vision, and revised and revamped core values which are SHARP, service, honesty, accountability, respect, and professionalism. Lastly, he looks forward to bringing many of the strategic planning elements to the City's various processes.

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

There was no discussion amongst the Commission.

MOTION was made by Commissioner Preston, seconded by Commissioner Hudak, to approve Item 15, adopted Resolution 2023/179. Voice Vote:

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

Nays: 0

16. Presentation regarding school zone speed cameras.

Rodney Brimlow, Director of Public Safety, said the State of Florida passed HB 657 in July 2023, which is a law that allows for municipalities to implement a school zone speed safety program that is camera enforcement of speed in school zones. Every year, all over the country, around 25,000 children are injured on the streets in school zones, with more than 100 being killed. In the last 18 months, Deerfield Beach has had 20 fatalities in areas in or near school zones. Further, he explained that law enforcement is doing an advanced study, Cone of Vision, to better understand how to increase visibility in school zones. Mr. Brimlow said the State passed this law in the hopes of reducing speeding and recidivism, whereby, cameras that have been placed in other jurisdictions throughout the country have seen a 50% to 90% or more reduction in speeding and 6% to 10% recidivism.

Continuing, Mr. Brimlow explained that there is a revenue component that will be city-based, whereby, public safety and the city will receive 44% of the funding from citations issued within this program; 20% - Florida General Fund; 12% - Broward County Public School System, which is set aside for safety; FDLE training - 3%; and 21% - vendor processing, which is included in the citation amount. He explained that the 44% the City receives, 5% is set aside for improvements to crossing guard areas, programs, retention, recruitment, and training. Further, he said the program is designed to operate from 30 minutes prior to the school day through the school day, until 30 minutes after the school day ends. A speed study was conducted on all seven public schools in Deerfield Beach and 86% of vehicles were non-violators, which consisted of a vehicle not going at least 11 miles over the speed limit; 14% of vehicles were violators, whereby, 61% were going 11 - 14 miles over the speed limit, 34% were going 15 - 24 miles over the speed limit, and 5% were 25+ miles over the speed limit. Thereafter, a breakdown of speeding by location was displayed.

Lastly, Mr. Brimlow said currently one in seven cars are speeding through the school zones at least 11 miles over the speed limit. The school camera program allows the City to do continuous reinforcement, whereby, the cameras will be live and active throughout the school day. The program also provides public education, is unbiased, and establishes a school partnership. He explained that the targeted resource use will allow law enforcement resources to be deployed more efficiently; whereby, the attainable goal is to have one in 50 cars speeding through the school zones. Thereafter, he outlined the various benefits that will come from

COMMENTS BY ADMINISTRATION & LEGAL - CONTINUED

the program, effectively reduce speeding; change driving behaviors; cost-neutral solution, whereby, implementation of the program will not cost the City anything, as all costs for processing are covered by the citations; enhance crossing guard program; locate missing/endangered people; public safety revenue; equipment installation and maintenance is no cost to the City; etc. Further, Mr. Brimlow said a speeder going 11 miles or more the speed limit will receive an automatic \$100 citation, which must be paid in 30 days, whereby, no points will be assessed to the individuals license and insurance companies are not notified, as it is a civil penalty. The driver also has the option to appeal the ticket, which is very limited, but if the driver does nothing, it will turn into a real ticket. Thereafter, he outlined the next steps, which should take 4 - 6 months, adoption of an ordinance, enter into a contract with a service provider, and public education.

Commissioner Drosky said he was astonished by the number of speeders within the City and although the revenue is great, public safety must be the main priority. Furthermore, once speeders catch on to the program, revenue generation may decrease, but the program will continue to be justified because speeders will not go away; nevertheless, the number one concern must be to slow down the traffic, so he supports the program and encourages staff to bring forward a contract.

In response to Commissioner Preston's question, Mr. Brimlow replied that a speeder is ticketed at 11 or more miles over the speed limit.

In response to Commissioner Hudak's questions, Mr. Brimlow replied that school resource officers and the traffic enforcement unit will not be displaced from the schools due to this program. Further, he said the red-light cameras did not do very well because they came from a different perspective and the laws were not written like this new statute; nevertheless, there are legitimate reasons for dismissals under this program, i.e. stolen tag, stolen car, etc. Lastly, he reiterated that it will be active 30 minutes before school starts until 30 minutes after school ends.

Vice Mayor Parness spoke in support of the program, as it will put people in the areas where activity is the heaviest.

Mayor Ganz said Tedder is located within a residential area where the normal speed limit is 25 miles per hour, so the numbers presented are astounding.

In response to Mayor Ganz's questions, Mr. Brimlow replied that the study was conducted on one normal school day, 30 minutes before school started until 30 minutes after school ended. Further, he said this program can only be used for traffic enforcement during the school day times, whereby, signage will be implemented notifying drivers. Mr. Brimlow said additional staff will be needed to review the citations, even with a reduction, but the revenue will offset the costs.

Mayor Ganz said many cities use this program as a substitute for actual law enforcement officers, which the City is not looking to do.

In response to Mayor Ganz's question, Mr. Brimlow replied that warrants are not typically associated with tags; however, if the program knows the particular vehicle of a violent felon with a warrant, it may be entered into the program, which would notify law enforcement instantly.

State of the City Event - Mr. Santucci stated that there are over 260 participants, which was well above the expectations.

Government Week - Mr. Santucci thanked staff for attending the Fall Festival and showcasing their departments. Also, various staff will be attending the middle and high schools to promote their professions and departments.

Pier Bid - Mr. Santucci advised that the base bid went out, which was based on Commission and public feedback, whereby, staff hopes to bring it back before the Commission at the next meeting.

COMMENTS BY ADMINISTRATION & LEGAL - CONTINUED

County Commission Meeting - Mr. Santucci said Waste Management had an item on the County Commission agenda requesting that the Land Use Plan Amendment be brought forward, which may be sometime in January, whereby, staff attended to speak, but there was no public comment, nor a vote taken.

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

Fall Festival - Commissioner Drosky thanked staff for the event, as it was well attended.

Future Agenda Items - Commissioner Drosky requested that background checks be performed on boards/committees that work closely with the community and children. Further, he said there are six tenants within the Deerfield Mall that share a dumpster, whereby, one tenant does not pay their garbage fee; therefore, he asked that an ordinance be brought forward that penalizes the one offender by revoking or suspending their business license.

VICE MAYOR PARNESS**DISTRICT 3**

Homestead Exemption - Vice Mayor Parness said it's terrible that there were some that spoke against the Ordinance, as it is not a huge hit to the City.

Waste Management - Vice Mayor Parness said he has no problem appearing before the County Commission and fighting against their proposal.

COMMISSIONER PRESTON**DISTRICT 2**

Oveta McKeithen Complex - Commissioner Preston urged everyone to go out and see the progress of the Johnny Tigner Center, as the building is going up quickly, which will be a tremendous asset to the City.

Packer Rattlers - Commissioner Preston said only one of the teams will be going to the playoffs, whereas, participation has decreased due to coaches not passing the background checks and going to other cities.

Supporting Israel - Commissioner Preston asked that a resolution be brought forward.

COMMISSIONER HUDAK**DISTRICT 1**

Fall Festival - Commissioner Hudak thanked staff for the outstanding event, as he agreed it was well attended.

Accolades - Commissioner Hudak said he received many complaints about the Asphalt Rejuvenation Project and thanked the City Manager for stalling it, so it could be re-evaluated. Further, he thanked the City Attorney and City Manager for working with Mr. Hollenberg. Lastly, he congratulated staff for their efforts on the award-winning beach renourishment project.

SE 13th Avenue Bridge - Commissioner Hudak said the bridge is now open, and thanked staff for a job well done.

MAYOR GANZ

Pier Item - Mayor Ganz requested the information prior to it being added to an agenda, so commission direction can be provided.

Public Safety Master Plan - Mayor Ganz commended staff for the implementation of the plan, as it is long overdue.

Unanswered Questions - Mayor Ganz stated that some questions may have not been answered this evening, but when items, i.e. Pioneer Grove are brought forward, questions will be answered at that time.

COMMENTS BY MAYOR & CITY COMMISSION - CONTINUED

Fall Festival - Mayor Ganz thanked staff for their efforts, as it was an outstanding event.

Resident Concerns - Mayor Ganz said issues were brought forward this evening, i.e. trash in yards, parking on lawn, but unfortunately, he is unsure what to do as things like that happen; however, repeat situations must be addressed.

Panhandling - Mayor Ganz said almost every day there is someone panhandling or selling flowers on 10th Street and I-95 and asked that it be patrolled better. Further, he said the homeless are in the street on Sample and Powerline, which is a hazard and asked that it be patrolled regularly.

State of the City Event - Mayor Ganz said he is honored to be a part of the event, as it is a charity event for the Historical Society.

ADJOURNMENT

There was no additional business to discuss.

MOTION was made by Vice Mayor Parness, seconded by Commissioner Preston, to adjourn the meeting at 10:00 p.m. Voice Vote:

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

Nays: 0

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

Heather Montemayor, CMC, City Clerk

Affordable Housing Advisory Committee (AHAC)

Meeting Minutes

Monday, August 7, 2023 @ 7:00 pm
Hillsboro Community Center

Call to Order and Roll Call

Ms. Aneisha Nicholas called the meeting to order at 7:05 pm.

Members Present: Commissioner Ben Preston
Betty Ferguson
Brian Bennett
Carolyn McNamara
David Cherry
Eric Power
Michael Marion
Joseph Murray
Abner Clerveax

City Staff Present: Aneisha Nicholas, Community Services Department
Vennillia Wyatt, Community Services Department
Lauren Noland, Community Services Department
Tameka Dorsett-Black, Community Services Department
Debra Reese, City Attorney's Office

Approval of Minutes

MOTION made by Michael Marion and seconded by Brian Bennett to approve the May 1, 2023 meeting minutes. The MOTION carried unanimously.

Staff Updates

Community Services Department Updates

Ms. Nicholas introduced Tameka Dorsett-Black, the City's new Housing and Community Affairs Manager. Ms. Dorsett will now serve as the AHAC Chair, replacing Ms. Nicholas who has been promoted to the Assistant Director of Community Services Department. Lauren Noland, Administrative Support Specialist, was also introduced to the Committee.

Affordable Housing Programs Status Report

Ms. Nicholas provided an update on the following:

- The City's affordable housing programs are funded by three funding sources: SHIP, CDBG & HOME. Current program allocation is as follows: Homeowner Rehabilitation - \$897,000 and Purchase Assistance - \$875,000

- Currently, four Homeowner Rehabilitation projects are in progress, and four are pending approval.

FY 23/24 CDBG Annual Action Plan

The City of Deerfield Beach is mandated to submit to HUD an Annual Action Plan each year that outlines the use of CDBG funds. The FY 23/24 Annual Action Plan was adopted by City Commission on August 1, 2023. The funding allocation is as follows:

Water and Sewer Improvements	\$ 492,787.00
Senior Transportation Program	\$ 35,000.00
Program Administration	\$ 131,947.00
FY 23/24 Allocation	\$ 659,734.00

Funds allocated to Water and Sewer Improvements will be utilized to install water and sewer connections for a few City lots that are located in a low-and-moderate income community and are on the City's affordable housing inventory list.

Old Business - CDBG-CV Reallocation Discussion

Ms. Nicholas advised that the City is proposing to reallocate its CDBG-CV funds to the Tenant Based Rental Assistance Program to assist the LMI community impacted by COVID-19 with first & last month's rent due to the increase in fair rental market value. The proposed program, which is in the development phase, will not assist with security deposits as it is refundable to tenants upon move out. The program also addresses homelessness and risk for homelessness.

The board engaged in discussion. Key highlights are outlined below:

Mr. Brian Bennett asked if there will be a cap on first & last month's rent, and if the fair market rent can be based on the City of Deerfield Beach. Ms. Nicholas responded that the program is in development phase and open for discussion. She also expressed that utilizing numbers that are more reflective of our market is not guaranteed.

Mr. Joseph Murray asked if we can't adjust numbers, can we argue that the first & last month's rent cap can go up to double. Ms. Nicholas explained that we will not be able to exceed the first & last month's rent if it is less than the maximum award amount.

Mr. Abner Clerveax asked can funding through the program be used as soft rent for whatever funds the tenant has. Ms. Nicholas responded that the program can supplement funding for first and last month's rent.

Ms. Betty Ferguson asked are we mirroring the similar County program's through Family Success and non-profits like Gateway Community Outreach. Ms. Nicholas advised that other program models will be taken into consideration.

New Business

HOME Funding Reallocation

The City has allocated a substantial amount of HOME Funds to its Purchase Assistance program; however, that program has been negatively impacted by the housing crisis due to increased sales price of homes. The City would like to reallocate a portion of its HOME funding to the Homeowner Rehabilitation program to allow for timely expenditure of funds.

There is also the potential for utilizing HOME funds for an affordable housing partnership.

SHIP Annual Report

Ms. Nicholas reported that the SHIP fiscal year ended on June 30, 2023 and the annual report is due to the Florida Housing Finance Corporation on September 15, 2023.

FY 23 AHAC Affordable Housing Incentive Strategies Report Planning

Ms. Nicholas advised that the AHAC annual Affordable Housing Incentive Strategies Report which identifies incentive strategies and recommendations for adoption by the local government is due to the Florida Housing Coalition by December 30, 2023. The AHAC must prepare the report and evaluate the following incentive strategies outlined in Florida Statutes, Sec. 420.9076 (4)(a)-(k) annually:

- | | |
|--|--|
| a. Expedited permitting | f. Parking and setbacks requirements |
| b. Fee waivers | g. Flexible lot configurations |
| c. Allowance of flexibility and density for affordable housing | h. Modification of street requirements |
| d. Reservation of infrastructure capacity | i. Process of ongoing review |
| e. Affordable accessory residential units | j. Public land inventory |
| | k. Support of development near transportation hubs |

Mr. Eric Power, Planning and Development Services Director, led the discussion. The proposed recommendations are outlined below.

Adopted Incentives

- Expedited Permitting
- Process of Ongoing Review
- Public Land Inventory
 - The Live Local Act mandates that the inventory of available publicly owned land for affordable housing is posted online via the City's website.

The following incentives have been adopted into the City's Comprehensive Plan but are pending adoption to the Local Housing Assistance Plan:

- Density Flexibility
- Affordable Accessory Residential Units

- Flexible Lot Configurations
- Support of Development Near Transportation Hubs

Incentives Excluded

- Fee Waivers for Affordable Housing
- Reservation Waivers for Affordable Housing
- Parking and Setback Requirements
- Modification of Street Requirements:

Ms. Nicholas stated that the finalized FY 2023 Affordable Housing Incentive Strategies Report will be provided to the AHAC for approval at the meeting on November 6, 2023.

Presentation: Habitat for Humanity of Broward Homeownership Program

Ms. Justine Morgan, VP of Capital & Community Relations and Ms. Caroline Cozzi, Manager of Community and Urban Development both of Habitat for Humanity of Broward gave an overview of the Habitat for Humanity of Broward Homeownership Program. See attached presentation for detailed information.

Key highlights from the presentation are as follows:

- The program helps first-time homebuyers.
- Habitat for Humanity will own the development process, build the homes and leverage community funding to ensure that the homes are affordable.
- Selected homebuyers/families will be involved with the entire home building process and must provide 300 sweat equity hours as part of the program.
- Habitat for Humanity is breaking ground on seven (7) single-family homes in the City of Deerfield Beach this fall.
- The Homeownership Program will have a positive impact on the local market, working families and the City of Deerfield Beach.

AHAC members engaged in discussion with the presenters. Ms. Justine Morgan provided the following responses to questions from the Committee:

- The seven (7) single family homes are located east of 95 and north of Blanch Ely High School in Pompano Beach.
- All seven houses are reserved. There is open enrollment for townhomes being built in Coral Springs, North Lauderdale & Fort Lauderdale.
- The mortgage interest rate will be 0%. The families pay for principal, insurance and taxes. They do not pay down payment, closing cost or any interest through the program. The families will be responsible for \$2,000 towards escrow.
- Habitat intends to work with insurance carriers for better insurance prices. Homes are built to withstand flood.
- HUD income limits are used to qualify families through the program.
- The homebuyer will own the property and land.

- A first right of refusal is in place if homeowner's through the program decide to sell the home.

Ms. Nicholas explained to the AHAC that there is an opportunity for the City to partner with Habitat for Humanity of Broward to help eligible families selected through their Homeownership program with Purchase Assistance. Selected homebuyers can apply through the City's Purchase Assistance program to reduce principal cost towards the home. The City intends to set-aside HOME funding for the partnership as it will ensure timely expenditure of HOME Purchase Assistance funds.

Ms. Nicholas further explained that the City did a similar partnership in the past with the South Florida Community Land Trust and was able to assist seven (7) families with the purchase of a new home.

Ms. Nicholas advised that the City would like the AHAC to provide a recommendation regarding moving forward with the proposed partnership with the Habitat for Humanity of Broward Homeownership program.

Mr. Brian Bennett expressed that further discussion is necessary and more details should be provided by Habitat before a recommendation is made. He also expressed that we should help people who have less income or did not get selected for assistance through Habitat.

Commissioner Preston shared that a partnership creates a better opportunity to become stronger and allows for more resources to help families purchase a home.

Ms. Nicholas advised that the Habitat for Humanity for Broward Homeownership program partnership will be included on the November 6th agenda for the AHAC's recommendation.

Mr. Joseph Murray asked if a lot/parcel is brought up to code who will build on it. Mr. Eric Power explained that the process involves partnering with agencies to acquire the lot/parcel for development.

Board Updates

There were no board updates.

Public Comments

No public comments.

Adjournment

The meeting adjourned at 8:52 pm.

Minutes approved  Date 11/6/2023

**City of Deerfield Beach Non-Uniformed
Employees Retirement Committee Summary of Special Meeting Minutes
August 14, 2023**

Roll Call: The regular meeting of the Board of Trustees of the City of Deerfield Beach Non-Uniformed Employees' Pension Fund was called to order at 12:30 pm on August 14, 2023 at Central City Campus.

Trustees Present: Lee Magnuson, Najaim Musto and Valerie Hackett

Others Present:

Attorney Robert Sugarman, Consultant Scott Owens, Actuary, former deceased Trustees' family Amy Patterson, Ryan Patterson and George Patterson, member of the public David Evoy and Administrator Livia Giuliani.

The Administrator reported that Trustee David Rolwing has resigned from the Board and noted that a copy of his resignation letter was in the packet.

Approval of Minutes:

May 8, 2023 regular meeting

Chairman Magnuson moved to approve the May minutes as presented and Trustee Musto seconded the motion and it passed.

Public Comments:

The family of our late Trustee John Patterson was in attendance to accept a proclamation from the Board of Trustees. Chairman Magnuson read the proclamation aloud to the family and the Board stated their gratitude and appreciation for John's tenure. A copy of the proclamation is attached to these minutes.

Mr. David Evoy addressed the Board and expressed his interest on serving as a Trustee on the Board. It was noted that he is not a City of Deerfield Beach resident; however, he could serve as 5th Trustee. The Administrator asked the Attorney if a full Board was needed in order for the other Trustees to appoint Mr. Evoy. Attorney Sugarman noted that the 3 remaining Trustees could appoint Mr. Evoy as 5th Trustee. That being said, Trustee Hackett moved to appoint Mr. David Evoy as 5th Trustee and Chairman Magnuson seconded the motion and it passed.

Investment Report Quarter Ending 6/30/2023

Graystone Consulting

Mr. Owens reported on the economy noting that the equity returns improved for the quarter with growth outperforming value and large cap outperforming small cap. The Dow Jones Industrial Average rose to 4%; the Russell Midcap returned 4.8%; the S&P returned 8.7% and the Russell 2000 returned 5.2%. The Bloomberg Barclays Aggregate Index fell to -0.8% and the US dollar rose to 1.29%. Equities outside the US were mixed. The MSCI Europe returned 3.1% and the Emerging markets increased 1%. For the S&P 500, nine sectors posted positive returns during the 2nd quarter. Information Technology, Consumer discretionary were the 3 best performers in the S&P returning 17.2%, 14.6% and 13.1% respectively while the other 6 sectors underperformed the S&P's 8.7%. The Fed continued rate hikes with another 0.25% increase in May and a pause in June.

Mr. Owens reported on the performance noting that for the quarter, the total fund returned 3.16% vs. the policy index of 3.21%. The Wedge LC Value returned 6.30% vs. 4.07%. Sawgrass LC Growth returned 10.19% vs. the Russell 1000 Growth of 12.81%. London Company returned 2.51% vs. 5.20%. Lazard and Renaissance returned 4.78% and 4.80% respectively vs. the MSCI ACWI of 2.44%. Segal Bryant fixed income returned 0.15 vs. the BC Gov/CR index of -0.37%. Wedge fixed income returned -0.71% vs. the Barclays Govt/Credit Bond index of -0.93%. Blackstone returned 1.28% vs. the Barclays' Aggregate of -0.84%. AEW real estate returned -3.36% vs. the NCREIF property index of -1.98%. Mr. Owens concluded his report and had no recommendations at this time. That being said, Trustee Musto moved to accept the Consultant's report as presented and Trustee Hackett seconded the motion and it passed.

Unfinished Business:

There was no unfinished business discussed.

New Business:

There was no new business discussed.

Consent Agenda:

For Approval: Warrant #342

Benefits USA, Inc. (Flat Monthly Fee for August 2023)	\$1,700.00
Benefits USA, Inc. (Bookkeeping Fee for August 2023)	\$275.00
Fifth Third Bank (Q2-2023 Custodian Fee-Inv #7491663 dated 7/5/2023)	\$3,398.26
Graystone Consulting (Q2-2023 Consulting Fee-Inv#10128323213 dated 8/1/23)	\$11,875.00
Sugarman, Susskind ETAL (Legal Fees-Invoice #180725 dated 8/3/2023)	\$3,000.00
Total	\$20,248.26

For Ratification: Warrant #340 and 341

Benefits USA, Inc. (Flat Monthly Fee for June 2023)	\$1,700.00
Benefits USA, Inc. (Bookkeeping Fee for June 2023)	\$275.00
FPPTA (Annual Conference Registration for Valerie Hackett)	\$875.00
Valerie Hackett (Hotel & Per diem for FPPTA Annual Conference)	\$691.89
Sugarman, Susskind ETAL (Legal Fees-Invoice #178452 dated 5/9/2023)	\$6,000.00
Total	\$9,541.89

Benefits USA, Inc. (Flat Monthly Fee for July 2023)	\$1,700.00
Benefits USA, Inc. (Bookkeeping Fee for July 2023)	\$275.00
GRS (Services Rendered; Invoice #479810 dated 7/5/2023)	\$8,264.00
Lazard Asset Mgmt. (Q2-2023 Mgmt. Fee-Inv #1802421 dated 7/10/2023)	\$2,862.18
London Company (Q2-2023 Mgmt. Fee-Invoice dated 7/14/2023)	\$9,217.00
Renaissance Inv. Mgmt. (Q2-2023 Mgmt. Fee-Invoice dated 7/6/2023)	\$4,564.42
Sawgrass AM (Q2/2023 Mgmt. Fee-Inv #dege112s-063023 dated 7/12/2023)	\$9,513.11
Segal Bryant (Q1-2023 Mgmt. Fee-Prorated; Inv #173615 dated 4/14/2023)	\$1,062.24
Segal Bryant (Q2-2023 Mgmt. Fee-Prorated; Inv #191068 dated 7/14/2023)	\$3,674.42
Sugarman, Susskind ETAL (Legal Fees-Invoice #179897 dated 7/7/2023)	\$3,000.00
Wedge Cap Mgmt. (Q2-2023 Mgmt. Fee-LC a/c #W00639 dated 7/18/2023)	\$12,861.73
Wedge Cap Mgmt. (Q2-2023 Mgmt. Fee-FI a/c #W01170 dated 7/18/2023)	\$6,300.06
Total	\$63,294.16

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

Reports:

Attorney:

Attorney Sugarman reported on House Bill 3 noting that anyone who is authorized to invest on behalf of a client must make investment decisions based solely on pecuniary factors. If a manager corresponds with a company concerning ESG factors, the manager has to disclose in the letter that the views do not reflect those of the people of Florida. In December of this year, a report must be filed with the State showing compliance. Attorney Sugarman concluded his report.

Trustees:

The Trustees had nothing to report.

Administrator:

The Administrator reported on the FPPTA Trustees School being held on October 1-4, 2023 at the Marriott in Ponte Vedra.

Next Meeting Date:

The Administrator reported that the next regular meeting date is November 13, 2023; 1:00 PM.

Adjourn:

Trustee Musto moved to adjourn and Chairman Magnuson seconded the motion and it passed. The meeting was duly adjourned at 2:40 pm.

Secretary

Date

**A MEMORIAL RESOLUTION
OF THE
CITY OF DEERFIELD BEACH
NON-UNIFORMED EMPLOYEES' RETIREMENT PLAN**

HONORING

John Patterson

WHEREAS, the Board of Trustees of the City of Deerfield Beach Non-Uniformed Employees Retirement Plan lost a valued member and colleague with the death of **JOHN PATTERSON** on March 27, 2021;

WHEREAS, **JOHN PATTERSON** served on the Board of Trustees for three years;

WHEREAS, **JOHN PATTERSON** was a tireless advocate for the Retirement plan whose devoted service made the retirement years of hundreds of retirees and their families more comfortable and secure;

WHEREAS, **JOHN PATTERSON** was devoted to the preservation of the Retirement Plan for its members and beneficiaries; and

WHEREAS, his professionalism, time and energy was an inspiration to the Board, its members and professional colleagues;

NOW, THEREFORE, be it **RESOLVED**, that the Board of Trustees, on behalf of its members:

1. Recognizes the significant contributions of **JOHN PATTERSON** over the course of his service on the Board and mourns his death; and
2. Extends its sincerest condolences to his friends and family.



Meeting Minutes Community Redevelopment Agency

Tuesday, August 29, 2023

7:00 PM

Commission Chambers

CALL TO ORDER AND ROLL CALL

The meeting was called to order on the above date by Chair Bill Ganz at 7:00 p.m., in the City Commission Chambers, 150 NE 2nd Avenue, Deerfield Beach, Florida.

Present:

Mr. Todd Drosky
Mr. Michael Hudak
Mr. Ben Preston
Vice Chair Bernie Parness
Chair Bill Ganz

Also Present:

City Manager David Santucci
Assistant City Attorney Debra Reese
City Clerk Heather Montemayor

PLEDGE OF ALLEGIANCE

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

APPROVAL OF MINUTES

Community Redevelopment Agency Meeting Minutes - August 22, 2023

MOTION was made by Mr. Preston, seconded by Vice Chair Parness, to approve the August 22, 2023 minutes as submitted. Voice Vote:

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

Nays: 0

APPROVAL OF AGENDA

August 29, 2023

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

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

Nays: 0

GENERAL ITEMS

1. CRA Resolution 2023/007 - A Resolution of the City of Deerfield Beach Community Redevelopment Agency (CRA), adopting the Fiscal Year 2024 Budget; adopting the Capital Improvements Plan for Fiscal Years 2025-2028; providing for implementation and an effective date.

The Resolution was read by title only.

Kris Mory, Director of Economic Development, provided a brief PowerPoint presentation. She explained that based on comments made during the first reading, the Board advised to move forward with the Sullivan Park Facility project by reducing costs elsewhere, i.e. value engineering and reduction in programming; therefore, \$200,000 for commercial façade was removed, special events was reduced by \$10,000, and \$300,000 was allocated toward the CRA ride share pilot program.

In response to Chair Ganz's question, Ms. Mory replied that there are currently no public art projects slated for the upcoming year beyond the Festival of the Arts participation.

Continuing, Ms. Mory said the new tax increment revenue is \$5.7 million and the estimated carryover is \$6.6 million for a total tax increment revenue of \$12.4 million; however, debt service, agency administration, programs and professional services are deducted, leaving \$9.6 million to be allocated to specific projects. Thereafter, she outlined the current projects, S-Curve Utility Undergrounding and Streetscape Improvements and associated design services, which leaves \$7.5 million to be allocated to other projects. Further, she said the remaining design services for the Sullivan Park Facility is \$371,320, and the estimated cost for construction is \$9.6 million, but various strategies were previously discussed to reduce costs, i.e. value engineering and implementing direct order purchasing; nevertheless, there will be a deficit of \$1.7 million, which will be requested from the City through an Interlocal Agreement that will be paid back in fiscal year 2025. Lastly, she said 2025 will be a savings year, as there will only be \$400,000 for new projects.

In response to Mr. Drosky's question, Ms. Mory said the monies outlined in fiscal years 2027 and 2028 are to show how much capital will be available to allocate to the three remaining projects that have been previously discussed.

Mr. Drosky spoke in support of the budget, but reiterated that the \$300,000 allocated for the ride share program would be better placed in FY25 and expressed concerns with it not being enough for the program.

Chair Ganz opened the public hearing.

Janice Fulmore-Tigner, 1090 SW 4th Terrace, Deerfield Beach, asked if state funding would be available to host other events, i.e. breast cancer awareness, etc.

Chair Ganz advised that he's not familiar with the events; nevertheless, funding for these events may have to come from the City's budget.

MOTION was made by Vice Chair Parness, seconded by Mr. Hudak, to approve Item 1 adopted CRA Resolution 2023/007. Roll Call:

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

Nays: 0

ADMINISTRATION COMMENTS

Next Meeting - Kris Mory, Director of Economic Development, stated that the meeting in September will most likely be cancelled; therefore, the next meeting would occur on October 10th, which will include the fiscal year 2024 meeting schedule.

MOTION was made by Mr. Preston, seconded by Mr. Hudak, to approve the October 10th CRA Meeting. Voice Vote:

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

Nays: 0

ADMINISTRATION COMMENTS - CONTINUED

S-Curve Undergrounding Project - Ms. Mory said Florida Power & Light pulled away from the project due to the hurricane, and will not return for two weeks.

BOARD COMMENTS

There were no board comments.

PUBLIC COMMENT

There were no public comments.

ADJOURNMENT

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

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

Nays: 0

BILL GANZ, CHAIR

Heather Montemayor, City Clerk



City of Deerfield Beach Municipal Firefighters Pension Fund

Meetings at the

Doubletree Hotel, Hillsboro Blvd., Deerfield Beach, FL.

Minutes of the meeting held on September 11, 2023

Trustees Present:

Robert Weech, Chairman
Jonathan Campbell, Trustee
Sharon Haynes, Trustee
Stephen Hill, Trustee
Brian Baker, Trustee

Trustees Not Present:

Also in Attendance:

Amed Avila, Fiduciary Trust
Mindy Johnson, Fiduciary Trust
David Lederer, Fiduciary Trust
Brian Casey, Cohen & Steers
Jim Corl, Cohen & Steers
Burgess Chambers, Burgess Chambers & Associates
Chad Little, Freiman Little
Doug Falcon – FHA-TPA Benefit Administrators, Inc.
Richelle Levy, Lorium Law, Fund Counsel
Yolanda Shea – FHA-TPA Benefit Administrators, Inc.

The Chairman called the meeting to order at 8:31 A.M.

TRUSTEE COMMENTS

The Chairman asked the Board to take a minute of silence on behalf of those who lost their lives September 11 and most recently for the passing of Chief Terryson Jackson. Mr. Jackson was a colleague and known to the Chair and other members of the Board. Trustee Hill expressed the same sentiment and commented that he hopes we can do whatever we can to ensure his minor beneficiary is assisted to receive the benefit.

FIDUCIARY TRUST

Ms. Levy gave a brief overview of the current situation with Fifth Third and the reasons the Board requested a Custodian RFP. One of the matters affecting the service Fifth Third is providing to the Board is the inconsistencies in their processes. Fifth Third was accepting direction from the Chairman via email, and now they are not. Fifth Third is now confirming letters of direction by contacting the Chairman or Secretary via telephone call and asking them information that they would not have. Additionally, to date Fifth Third has not assigned a representative to the account. Fifth Third recently advised that they do not do wire transfers for most rollovers as part of their service to this Plan.

Ms. Levy reported that the RFP was sent to Regions Bank, Truist Bank and Fiduciary Trust. Fiduciary Trust was the only one that responded to the RFP. For the benefit of the new Trustees Mr. Levy explained the differences between the services a Trust Company can offer as opposed to a regulated Bank.

Mr. Avila thanked the Board for the opportunity to present their services and introduced Ms. Mindy Johnson, Managing Director, Mr. David Lederer, Director and Head of Investor and himself, Managing Director. He gave a brief background regarding their business and experience relationship with Fiduciary Trust.

Mr. Lederer discussed in detail the information in their presentation and the custody services they offer. Mr. Lederer assured the Board that they would receive expert guidance and skilled support delivered personalized to the Board's needs, Safekeeping the Boards Assets, Deep Pension Fund Expertise and Simplifying Financial Complexities.

The Trustees and Mr. Chambers asked questions containing several scenarios that this Board have experienced with Fifth Third and how Fiduciary Trust would handle those scenarios.

Mr. Avila discussed the conversion process in detail. He further added that Fiduciary Trust just went through a recent transition with Fifth Third and although they experienced a more hands on approach from other conversions Fifth Third did respond and the conversion was successful.

This concluded the Fiduciary Trust presentation.

The Chairman asked Mr. Chambers, Mr. Falcon and Ms. Shea what their experience has been with Fiduciary Trust. All responded affirmatively as to a positive experience.

A motion made by Trustee Hill seconded by Trustee Campbell to enter in to an agreement for custodial services effective January 1, 2024 with Fiduciary Trust motion passed unanimously.

INVESTMENT

Mr. Brian Casey introduced Mr. Jim Corl who was attending remotely. He discussed briefly the Deerfield Beach Firefighter's Pension Fund Global Listed Infrastructure as diversified, liquid investments in infrastructure. He discussed the Firm, People & Assets of the organization. Mr. Casey briefly discussed the topics of Asset Breakdown, Defining Listed Infrastructure, Global Listed Infrastructure Team, Global Listed Infrastructure Performance, and Market Review, outlook and Positioning.

Mr. Casey responded to Trustee questions accordingly.

Mr. Corl thanked the Board for the opportunity to discuss the Cohen & Steers Real Estate Opportunities Fund, L.P. He discussed the following topics: Introduction to Cohen & Steers, Investment Philosophy and approach; Macro investment environment and opportunities; Portfolio summary and case studies; Real Estate Opportunities Fund Summary.

Mr. Corl responded to Trustee questions accordingly.

This concluded the Cohen & Steers presentation.

Mr. Chambers discussed in detail how the Cohen & Steers Real Estate investment functions. The Board asked Mr. Chambers if he had a recommendation. Mr. Chambers recommended putting in full redemptions with American Realty and Intercontinental. This action would require letters of direction and the sooner those letters go out the sooner they can invest in this product. Mr. Chambers recommended investing 50% of the redemptions from American and 50% of the redemption from Intercontinental.

A motion made by Trustee Hill seconded by Trustee Baker to authorize the investment consultant to begin the full redemption process with American Core and Intercontinental motion passed unanimously.

Burgess Chambers & Associates

Mr. Wan discussed the Deerfield Beach Firefighters Liability Driven Investments (LDI) Analysis. In his discussion, he explained the concepts of (LDI) and Glidepath. Mr. Wan advised the Board that is an option to consider or at the very least learn the concept and decide if it is a good fit for the portfolio.

The next item Mr. Chambers discussed pertained to the Deerfield Beach Municipal Firemen's Pension Trust Fund Investment Policy Statement. He asked Ms. Levy to discuss further the reason the Florida Statutes 112.662 was incorporated in to the investment policy.

Ms. Levy briefly reminded the Board that she has reported at several meetings prior to this one concerning this new Florida Law applicable to the Pension Plan. This new law, signed by the governor requires that the

Board when making investment decision to only consider pecuniary factors. The Trustees can only consider the return, the risk versus return that the Board is getting, as opposed to considering any social or environmental ideologies. Ms. Levy further added that in addition to the Board's pecuniary responsibility the Investment Managers also have pecuniary responsibility when voting proxies or other requirements when having external communication. All new contracts will have this provision requiring how proxies should be voted and the language required in communications which discuss ideologies. In order to inform the Investment Managers what is expected of them, the Investment Policy needed to be amended.

Mr. Chambers also discussed other changes made to the Investment Policy stated below:

Page 2, #5, changed the **small-cap** value equity portion of the portfolio is expected to meet or exceed the return of the S&P Mid-cap 400 index, and rank within the top 50th percentile of an appropriate mid-cap equity universe over three and five-year period.

Page 3, C., first paragraph change The **short-term** portion shall be compared to the Bloomberg 1-5 year index.

Page 4, #8, added **Private Credit**

Page 5, #1, Investments in equities shall not exceed **70%** of the Fund's assets at market value.

Page 7, #8 Florida Statutes 112,175 and Applicable City of Deerfield Beach Ordinances

Page 9, #10 Procedure for Rebalancing Asset Allocation as follows:

Domestic Large Cap Core Equity from 8% to 10%

Domestic Large Cap Core Value Equity from 7% to 8%

Domestic Large Cap Core Growth Equity from 1% to 12%

Convertible Bonds (equity) from 9% to 8%

International Equity from 15% to 10%

Fixed Income from 14% to 15%

Cash from 1% to 0%

A motion made by Trustee Haynes seconded by Trustee Hill to adopt the City of Deerfield Beach Municipal Firemen's Pension Fund as proposed motion passed unanimously.

Mr. Chambers distributed a study of the Growth of Investment from June 2013-June 30, 2023 illustrating the portfolio's results. The next item Mr. Chambers discussed was the Deerfield Beach Municipal Firefighters Pension Trust Fund Investment Performance Period Ending June 30, 2023.

Mr. Chambers pointed out to the Board that page 15 of the presentation illustrates that there are a number of Managers that have achieved and beaten the index.

Mr. Chambers made a recommendation to liquidate the Vanguard Short Term Bond portfolio and to allocate the resulting cash equally between Garcia Hamilton and Sawgrass.

A motion made by Trustee Hill seconded by Trustee Baker to Liquidate the Vanguard Short Term Corporate bond and allocate equally between Garcia Hamilton and Sawgrass motion passed unanimously.

This concluded the Investment report.

MINUTES

The Chairman asked if anyone had any questions regarding the meeting minutes held on June 5, 2023 there being no questions

A motion made by Trustee Hill seconded by Trustee Baker to approve the meeting minutes held on June 5, 2023 motion passed unanimously.

ACTUARY REPORT

Ms. Levy reported that due to a death in the family, Mr. Little was not able to present today. However, he asked Ms. Levy to convey to the Board that he is working on the study to extend the period of time a member can be in the DROP as previously requested. One of the issues relating to the DROP extension is how it may impact IRC Section 415. Ms. Levy explained that Section 415 has a yearly limitation as to what a qualified plan may pay in benefits, and the pension plan cannot pay the retirement benefit above that limit. When asked if there is a solution to a member who may be over the 415 limitation, Ms. Levy discussed the only avenue being an Excess Benefits Plan established by the City and the City had not been willing to entertain that suggestion. Mr. Little, would like to discuss this situation with a Tax Attorney, however, would like Board approval to move forward in that direction. The Board advised Ms. Levy to inform Mr. Little accordingly.

ATTORNEY'S REPORT

Ms. Levy advised the Board that a Citizen who attends the Commission meeting has asked why the portfolio has active managers as opposed of passive managers, which are cheaper. He also raised the issue of why notice of the meetings was not provided. Ms. Levy who observed the Commission Meeting and noting no one responded to that question, wrote an email to the City Attorney and advised him that this Pension Plan in accordance with Florida Statutes always provides notice to the City Clerk who is required to post it..

The next item Ms. Levy discussed was the Auditor's (KSDT) engagement letter dated June 15, 2023 for the audit ending fiscal year September 30, 2023. Ms. Levy reviewed the letter which is consistent with previous years and commented that the fees of \$12,000 are in line with their proposals.

A motion made by Trustee Haynes seconded by Trustee Baker to authorize the Chairman to sign the engagement letter from KSDT for auditing services for fiscal year ending 2023 as discussed above motion passed unanimously.

Ms. Levy discussed the monitoring company Robbins Geller Rudman & Dowd LLP that she has discussed at previous meeting. She expressed no objection to the Board having another monitoring company as this would offer the Pension Plan another set of eyes looking at the data. She advised the Board that there is no cost to the Plan. The monitoring company gets paid contingent on whether or not they make a recovery and that is how they are compensated for their service. Robbins Geller is a nationwide company and would likely be the largest monitoring company in the portfolio should the Board wish to move forward with them.

A motion made Trustee Hill seconded by Trustee Baker to hire effective January 1, 2024 Robbins Geller Rudman & Dowd motion passed unanimously.

Ms. Levy advised the Board that the State Report was approved by the State.

The next item Ms. Levy discussed pertained to a member of the plan who recently passed away. This member had his spouse as beneficiary, however, when the spouse passed away, the member changed the beneficiary to his mother. However, his mother had already passed away approximately a year and a half prior to being named as beneficiary. The change to his mother as a beneficiary, increased his monthly benefit approximately \$450.00. The overpayment amount is approximately \$30,000. The member has a DROP account which is payable to the Estate. The question to the Board is whether the \$30,000 overpayment is deducted from the total DROP amount available and pay the Estate the difference. Ms. Levy discussed the Board's responsibility and the various rules regarding collecting overpayments, If the Board wishes to move forward recovering the overpayment from the DROP account she would write a letter explaining why the Board deducted that amount from the total.

A motion made by Trustee Baker seconded by Trustee Hill to authorize the actuary to recover the overpayment amount from the deceased member's DROP account motion passed unanimously.

Ms. Levy advised the Board that a member of this plan passed away and his beneficiary is a minor. The member chose a 15 Year Certain for which he had already collected three years. Ms. Levy advised the

Board that she has received many phone calls over the past several days from the attorney who is handling the guardianship for the daughter of the deceased. Until the daughter reaches age 18, the benefit will be paid to her in a restricted depository that will be ordered by the Court. Ms. Levy explained what a restricted depository is. She is bringing this matter to the Board not only because the deceased was a member of this plan but she knows it is important to the Board that his beneficiary child receives the benefit due to her. Ms. Levy also wants the Board to know the child's attorney has asked her to make herself available during this process.

The Chairman expressed that this Board has fiduciary responsibility to ensure that Terryson Jackson's daughter receive the benefit she is entitled to as a result of his death. They will take an active interest in seeing that this pension pays to the extent the courts and legal proceedings allow.

A motion made by Trustee Hill seconded by Trustee Baker to authorize Ms. Levy to work with the beneficiaries' attorney in any aspect of the process of establishing the survivor pension of this Plan benefit motion passed unanimously.

Ms. Levy next discussed the Board request to consider attorney fees on a monthly retainer fee. She reviewed the fees over a 12 month period and determined \$7,000.00 a month would be a fair amount.
A motion made by Trustee Haynes seconded by Trustee Baker to accept the attorney's retainer fee of \$7,000.00 a month motion passed unanimously.

This concluded the attorneys' report.

ADMINISTRATOR

Mr. Falcon asked if there were any questions regarding the City of Deerfield Beach Municipal Firefighters Pension Fund Disbursements Ratification for the period 6/1/2023-8/31/2023 in the amount of \$183,125.67, there being no questions,

A motion made by Trustee Hill seconded by Trustee Black to ratify the disbursements as stated above motion passed unanimously.

This concluded the Administrator's report.

OLD BUSINESS

Trustee Haynes reminded Mr. Falcon that she requested a copy of the FHA audit report and has not yet received it. Mr. Falcon advised Ms. Haynes he would send her the report after the meeting.

NEW BUSINESS

None

PUBLIC COMMENT

None

ADJOURN

The Board scheduled the next regular pension meeting for **November 6, 2023, at 8:30 A.M.**

There being no further business to discuss,

A motion made by Trustee Baker seconded by Trustee Campbell and unanimously passed to adjourn the meeting at 12:26 p.m.

HILLSBORO INLET DISTRICT
Minutes of Regular Monthly Meeting, Monday, October 16, 2023
Fletcher Hall, 2200 NE 38th Street, City of Lighthouse Point

MEMBERS PRESENT:

Chair Denise Bryan
Vice Chair Laurence Gore (Arrived at 6:32 PM)
Commissioner Scott Loesel
Commissioner Tyler Chappell
Commissioner Randy Strauss
Commissioner Robert O'Neill
Commissioner Max Turner
Commissioner Tom Campbell

OTHERS PRESENT:

David N. Tolces, General Counsel, Weiss Serota Helfman
Cole & Bierman, P.L.
Captain Woodworth R. Draughon III
Assistant Captain, Alexander Cuevas
Paul Velisarios, Quality Sandblasting, Inc.
District Accountant Robert Andrews
Kimberly Longo, District Secretary

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.

APPROVAL OF MINUTES: A Motion to approve the August 28, 2023 Regular Meeting Minutes was made by Commissioner Campbell and seconded by Commissioner Loesel.

Chair Bryan	Yes
Commissioner Loesel	Yes
Commissioner Chappell	Yes
Commissioner Strauss	Yes
Commissioner O'Neill	Yes
Commissioner Turner	Yes
Commissioner Campbell	Yes

The Motion to approve the Regular Meeting Minutes was approved unanimously. (7-0)

A Motion to approve the September 11, 2023 First Budget Meeting Minutes was made by Commissioner Loesel and seconded by Commissioner Campbell.

Chair Bryan	Yes
Commissioner Loesel	Yes
Commissioner Chappell	Yes
Commissioner Strauss	Yes
Commissioner O'Neill	Yes

Commissioner Turner	Yes
Commissioner Campbell	Yes

The Motion to approve the First Budget Meeting Minutes was approved unanimously. (7-0)

A Motion to approve the September 18, 2023 Second Budget Meeting Minutes was made by Commissioner Loesel and seconded by Commissioner Turner.

Chair Bryan	Yes
Commissioner Loesel	Yes
Commissioner Chappell	Yes
Commissioner Strauss	Yes
Commissioner O'Neill	Yes
Commissioner Turner	Yes
Commissioner Campbell	Yes

The Motion to approve the Second Budget Meeting Minutes was approved unanimously. (7-0)

A Motion to approve the September 18, 2023 Regular Meeting Minutes was made by Commissioner Chappell and seconded by Commissioner Strauss.

Chair Bryan	Yes
Commissioner Loesel	Yes
Commissioner Chappell	Yes
Commissioner Strauss	Yes
Commissioner O'Neill	Yes
Commissioner Turner	Yes
Commissioner Campbell	Yes

The Motion to approve the Regular Meeting Minutes was approved unanimously. (7-0)

APPROVAL OF OUTSTANDING BILLS: A Motion was made by Commissioner Loesel and seconded by Commissioner Turner for approval of all outstanding bills in the amount of \$342,865.69. The bills were reviewed and discussed in detail.

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

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

APPROVAL OF CURRENT MONTH'S EXPENSES: Motion was made by Commissioner O'Neill and seconded by Vice-Chair Gore to approve current month's expenses of approximately \$50,000.00.

Chair Bryan	Yes
Vice Chair Gore	Yes
Commissioner Loesel	Yes
Commissioner Chappell	Yes
Commissioner Strauss	Yes
Commissioner O'Neill	Yes
Commissioner Turner	Yes
Commissioner Campbell	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 five (5') feet controlling depth seaward and ten (10') feet controlling depth shoreward.

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. A lot of fabrication on the elbow barge and the dredge. The crew is getting everything ready to they can start digging again; and
2. Upgrading trailer (floors and a/c unit)

Captain Draughon provided pictures of the dredge that is being refurbished to date.

Paul Velisarios of Quality Sandblasting, Inc. provided a detailed update regarding the refurbishing the dredge and advised that his crew is working seven days a week to get it completed with an estimated date of the end of October. He advised that they are doing an amazing job and the silicon based application is going on nicely. The Board asked questions regarding status and the procedure.

Motion was made by Vice-Chair Gore and seconded by Commissioner Loesel to ratify the First Amendment to the Agreement with Quality Sandblasting, Inc. to increase the contract price by \$46,800.00 as a result of additional work and materials, for a total cost of \$509,139.00.

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

The Motion to ratify the Quality Sandblasting, Inc.'s First Amendment to the Agreement to add \$46,800.00 for a total cost of \$509,139.00 was approved unanimously. (8-0)

PUBLIC COMMENTS: None.

NEW BUSINESS

HEALTH INSURANCE UPDATE: Commissioner Chappell provided handouts that he prepared to the Board relating to the District's health insurance. He advised the Board that he has always voted "no" regarding the annual budget because he feels that the payment of health insurance for Commissioners is not for the best interest of the taxpayers. Commissioner Chappell stated that in his opinion, Commissioners that do this as a public service should not receive health insurance benefits. Commissioner Chappell provided an analysis relating to how much the District has spent on insurance since the Charter was re-adopted in 1999. It is almost sixty percent of the District's budget. The District needs to keep their costs down. Commissioner Chappell provided a breakdown of the Blue Cross grandfathered plan and provided a summary of benefits from the state of Florida and showed a side by side analysis. Commissioner Chappell believes the State of Florida's plan is better.

Chair Bryan asked District Accountant Robert Andrews to explore another opportunities.

Motion was made by Commissioner Chappell Gore and seconded by Commissioner Loesel to review our policy and go to the state to ask if the District can enroll in the State's health insurance program.

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

The Motion to have District Accountant Robert Andrews to review our policy and to inquire with the State to ask if the District can be part of the state was approved unanimously. (8-0)

OLD BUSINESS

GENERAL COUNSEL COMMENTS: Attorney Tolces advised that the Sand Bypass Permit Application was submitted last month and is in the process of being reviewed by the Florida Department of Environmental Protection. The District will also submit a request to extend the current permit.

The District has received a proposal from a surveyor relating to the permit for the dock at the Hillsboro Point property south jetty issue to do a survey regarding the location of the discharge pipe. The cost is \$5,980.00. The State has not heard any responses from the property owner. The

Board objected to the cost of the survey. Commissioner O'Neill stated he will provide some names of some other survey companies.

Attorney Tolces has reached out to the neighboring homeowners to the west (2306 Bay Drive) and have spoken to their attorney. Their attorney advised that they are going to prepare a letter to Florida Department of Environmental Protection.

Chair Bryan asked that attorney Tolces write to every homeowner on the side of where the dock and boat can be seen by them regarding the issue. Attorney Tolces advised that he will draft a letter from the District. Commissioner Campbell stated to be careful with the letter and be factual.

Attorney Tolces advised that he will reach out to Judy Wilson at the Pelican to set up a meeting with Ms. Wilson and Chair Bryan in order to update Ms. Wilson regarding the District's annual budget and ongoing projects.

Attorney Tolces advised that he received a letter from the Hillsboro Inlet Sailing Club and inquired if someone from the District could attend one of their meetings. Chair Bryan stated that she can attend with Captain Draughon.

Attorney Tolces provided the November and December meeting dates to the Board and advised that the 2024 meeting dates will be circulated next month for approval.

COMMISSIONER COMMENTS: Commissioner Chappell inquired about the Charter Amendment in 2007 regarding the removal of one of the representatives from Broward County which removed the amount of Commissioners from nine to eight which changed the quorum amount to four. Commissioner Chappell inquired what was the reason for that change. Attorney Tolces stated we removed the County member because there was less unincorporated area within the District. The quorum amount is half of eight is four. The reason is we have never had a tie.

Commissioner Campbell advised that he attended the Florida Shore and Beach Preservation Conference. The DEP seems to have adequate funding. A presentation was provided by Tom Pierro at the Conference. Commissioner Campbell advised that the District might be interested in a cooperative program relating to when the District's barge is out for shoaling to have an agreement with local government to provide for dredging.

ADJOURNMENT: Motion was made by Commissioner Loesel to adjourn the meeting and seconded by Commissioner Strauss. The meeting was adjourned at 7:49 PM by Chair Bryan.

Respectfully submitted,

Kimberly Longo, District Secretary

City of Deerfield Beach
MARINE ADVISORY BOARD MINUTES
October 19, 2023

The meeting was called to order on the above date by Patrick Bardes, Coastal & Waterway Coordinator, at 6:00 p.m. in the City Commission Chambers, Deerfield Beach. The following board members were in attendance:

Voting

- Mr. Chapman
- Mr. Ginarte
- Mr. LoCascio
- Mr. Nass
- Ms. Ramon

Also in attendance: Patrick Bardes, Coastal & Waterway Coordinator, and Amelia Jadoo, Assistant City Attorney.

- Not in attendance: Mr. Streather

PUBLIC INPUT

Merryl Kafka, 123 Farnham F, Deerfield Beach, expressed the importance of marine conservation. Thereafter, she provided a brief history of work she has done with the New York State Department of Environmental Conservation and the Environmental Protection Agency. She suggested implementing Project Power in the City to teach people about marine conservation and regulations.

APPROVAL OF AGENDA

Motion was made by Mr. Chapman, seconded by Mr. Nass to approve the agenda as submitted. The motion CARRIED by unanimous vote.

APPROVAL OF MINUTES

Motion was made by Mr. Chapman, seconded by Ms. Ramon to approve the September 21, 2023 minutes as submitted. The motion CARRIED by unanimous vote.

NEW BUSINESS

A. Chair and Vice Chair Selection

Patrick Bardes, Coastal & Waterway Coordinator, asked for board input regarding the selection of a chair and vice chair. Thereafter, he outlined the duties and responsibilities of each position.

A discussion ensued regarding members' interest in filling the roles.

Motion was made by Mr. Chapman, seconded by Mr. Nass to appoint Ms. Ramon as the Chair. The motion CARRIED by unanimous vote.

Motion was made by Mr. Nass, seconded by Mr. LoCascio to appoint Mr. Chapman as the Vice Chair. The motion CARRIED by unanimous vote.

B. Board Recruitment Efforts

Mr. Nass listed the various places he delivered the recruitment flier, West Marine, Dixie Divers, and several marinas.

In response to Mr. LoCascio's question, Patrick Bardes, Coastal & Waterway Coordinator, provided a brief overview of the board member's duties and responsibilities, and outlined the vacancies.

Vice Chair Chapman expressed the importance of making the meetings more interesting to increase attendance and suggested interacting with the public in order to increase awareness.

In response to Chair Ramon's question, Amelia Jadoo, Assistant City Attorney, replied that a best practice would be to reshare City generated social media posts as opposed to creating new ones.

Chair Ramon opened the public hearing.

Merryl Kafka, 123 Farnham F, Deerfield Beach, suggested participating in boat shows and other various marine related events.

C. Coast Guard Event at Pioneer Park

Vice Chair Chapman suggested partnering with the Boca Raton Coast Guard Auxiliary on a monthly basis at the Pioneer Park boat ramp to educate the public on safe boating practices. Further, he suggested that the Board rotate their presence on a monthly basis.

Patrick Bardes, Coastal & Waterway Coordinator, proposed making the event quarterly, as every month may be too much of a commitment for the Coast Guard.

Mr. Ginarte stated that Pioneer Park is a target-rich environment and that creating a presence there would allow the Board to become more aware of the issues and make an impact.

In response to Mr. Ginarte's question, Mr. Bardes replied that he could allocate funds with the City Manager's approval to purchase shirts and other promotional items to give out to

the public.

Vice Chair Chapman suggested handing out boat ramp etiquette palm cards.

Discussion ensued regarding possible sponsorship opportunities for the events.

Chair Ramon opened the public hearing.

Deputy Jay Dunning, BSO Marine Patrol, stated that while Pioneer Park may have some issues, there are many rental boat companies all over the City that require the Board's guidance on boat ramp etiquette and boat safety. Thereafter, he suggested possible businesses the Board could partner with for sponsorships.

Mr. Ginarte suggested inviting representatives of the boat rental companies to a future meeting.

D. Educational Guest Speakers Discussion

Mr. Nass listed possible guest speakers to give marine related presentations at future meetings to increase attendance.

Amelia Jadoo, Assistant City Attorney, stated that any member can reach out to possible presenters.

Mr. Nass stated that he would take the lead.

Discussion ensued regarding marketing the presentations and possible speakers.

BOARD MEMBER COMMENTS

Vice Chair Chapman stated that there is misleading information being spread regarding the ocean. He explained how fear mongers are incorrectly using PH level readings to claim the ocean is acidic. Additionally, healthy white coral is being mistaken for bleached coral.

Mr. Ginarte stated that the boat ramp issues discussed at the last meeting have gotten worse.

Deputy Jay Dunning, BSO Marine Patrol, explained that the limited number of deputies makes it difficult to patrol the area at all times, but keeping a BSO Marine vessel docked in the area may deter some of the issues from arising.

In response to Mr. LoCascio's question, Patrick Bardes, Coastal & Waterway Coordinator, replied that he can reach out to Code Compliance regarding the derelict properties on A1A.

In response to Mr. LoCascio's question, Deputy Dunning suggested that he reach out to the City of Pompano Beach regarding extending the manatee zone time frame, as they are currently in the process of it.

Mr. LoCascio said the South Florida Water Management District passed an ordinance requiring all stormwater outfall pipes be turned off by 2030 and requested this topic be discussed at a future meeting.

Mr. Bardes said the City Attorney has been in contact with the State to try to enforce a 100-foot vessel exclusionary zone at the pier.

NEXT MEETING – NOVEMBER 16, 2023

Chair Ramon stated that the next meeting will be held on November 16, 2023.

Patrick Bardes, Coastal & Waterway Coordinator, advised that a presenter has already agreed to attend the next meeting.

ADJOURNMENT

Motion was made by Vice Chair Chapman, seconded by Mr. Nass to adjourn the meeting at 7:45 p.m. The motion CARRIED by unanimous vote.

CODE COMPLIANCE OF DEERFIELD BEACH

MINUTES OF A CODE COMPLIANCE HEARING

October 23, 2023

Thomas Ansbro

Presiding

Special Magistrate Thomas Ansbro City Commission Room called the meeting to order at 9:30 AM.

PRESENT: Roy Davis, Code Compliance Manger
Bernard Pita, Code Compliance Director
Patesha Johnson, Code Compliance Inspector
Victor Padilla, Code Compliance Inspector
Thomas Braga, Code Compliance Inspector
Katherine Delva, Code Compliance Inspector
Maritza Martinez, Special Magistrate Clerk

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	23090011	BATMASIAN,JAMES H & BATMASIAN,MARTA T	168 NW 1 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 WAS PRESENT- DONALD ANDERSON CONTINUED TO 11-29-2023
2	23090012	BATMASIAN,JAMES H	1160 SW 1 WAY, UNIT A,DEERFIELD BEACH, FL 33441 A	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(e) - 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.	RESPONDENT WAS PRESENT- DONALD ANDERSON CONTINUED TO 11-29-2023
4	23090002	CENTURY PLAZA ASSOICATES LP	1800 W HILLSBORO BLVD, DEERFIELD BEACH, FL 33442	Chapter 102 - SIGNS Section 102- 14.(a) - Maintenance, violations, enforcement and remedies.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED ‘ COMPLY BY 11-24-2023 \$150 PER DAY \$80 PROSECUTION COST

5	23080048	SANDCASTLE 1 LLC	233 NE 21 AVE, DEERFIELD BEACH, FL 33441	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required.	RESPONDENT NOT PRESENT CASE COMPLIED
6	23080003	PUBLIX SUPER MARKETS INC ATTN: REAL EST TAX DEPT	777 SW 12 AVE, DEERFIELD BEACH, FL 33442	Chapter 58 - SOLID WASTE ARTICLE I. - IN GENERAL Section 58-3. - Maintenance of area. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-81(L)(1)(a- g) - Tree preservation. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(N)(1) - Landscape Requirements. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(N)(2) - Landscape Requirements.	RESPONDENT NOT PRESENT EXTENDED TO 1-19-2024
7	23080122	LEGUNN,LINDA	40 FAIRWAY DR, DEERFIELD BEACH, FL 33441	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required.	RESPONDENT NOT PRESENT CONTINUED TO 11-29-2023
9	23090046	THOMPSON,JANICE D	860 NE 51 ST, DEERFIELD BEACH, FL 33064	Chapter 58 - SOLID WASTE DIVISION 3. - RESIDENTIAL COLLECTION Section 58-71.(a) - Bulk waste.	RESPONDENT WAS PRESENT- JANICE THOMPSON CONTINUED TO 11-29-2023

				Chapter 66 - TRAFFIC AND VEHICLES Section 66-117.(b) - Parking prohibitions; enforcement.	
15	23060074 Tab#15-26	CAUVEL,RICHARD E & ANITA E CAUVEL,RICHARD E JR ETAL	1445 SE 15 CT, UNIT 101,DEERFIELD BEACH, FL 33441 101	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENTS WERE PRESENT- ATTORNEY ROBERT BURR ERNIE WILLS FINAL ORDER ISSUED COMPLY BY 11-24-2023 \$250 PER DAY \$80 PROSECUTION COST
28	23080024	MAGGIORE,RICHARD J RICHARD J MAGGIORE REV LIV TR	1250 SE 14 CT, 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- ERIC KERR CONTINUED TO 11-29-2023
29	23080120	PHAM,BICH T	3470 SW 2 CT, 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- BICH T PHAM CONTINUED TO 11-29-2023
31	22080047	CORDOBA,SILVESTRE & WANDA J	131 NW 42 WAY, 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- SILVESTRE CORDOBA CONTINUED TO 11-29-2023
32	23080084	BACKOS,DARYL N	367 S FEDERAL HWY, UNIT 303B,DEERFIELD BEACH, FL 33441 303B	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 11-29-2023

36	23080097	FELIX,GERLANDE H/E FELLER,FELIX	611 SE 3 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 - GERALD FELIX CONTINUED TO 11-29-2023
39	23070085	MARKUS,DONALD /PERMITS	617 SE 13 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 CERTIFIED WITH \$80 PROSECUTION COST
40	23060018	BROOKFIELD GARDENS RECREATIONAL	495 SE 8 ST, DEERFIELD BEACH, FL 33441	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
41	23060044	DEERFIELD LAKE CONDO MGMT ASSN	777 SE 2 AVE, DEERFIELD BEACH, FL 33441	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 10-20- 2023 FOR \$250 PER DAY
42	23060354	JIMINIAN,RICHARD RAFAEL H/E GUTIERREZ,YURI/PERMITS	4228 VELEIROS AVE, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
43	23060482	PRAKASH INVESTMENTS LLC/40 YR REPAIRS	405 SW 13 PL, UNIT 121,DEERFIELD BEACH, FL 33441 121	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT WAS PRESENT - ATTORNEY STEVEN CANTOR FINES IMPOSED AS OF 10-20- 2023 FOR \$250 PER DAY
44	23070022	BPREP DEERFIELD PARK LLC %BROOKFIELD PROPERTY GROUP/PERMITS	674 S MILITARY TRL, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND	RESPONDENT WAS PRESENT - SCOTT THOMPSON

				ENFORCEMENT Section 98-113(a) Building permits	EXTENDED TO 11-5-2023
45	23070032	HERAU,ALTANIE	4330 NW 6 AVE, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT- ALTANIE HERAU FINES IMPOSED AS OF 10-20- 2023 FOR \$100 PER DAY
46	23070041	GATEWAY POWERLINE BP LLC %STOCKBRIDGE CAPITAL GROUP/PERMITS	4100 N POWERLINE RD, UNIT N1- O5,DEERFIELD BEACH, FL 33073 N1-O5	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
47	23060057	BEATRICE ROLLINS REV LIV TR ETAL %WATERHOUSE RE INVESTMENTS LLC	1257 SW 1 WAY, DEERFIELD BEACH, FL 33441	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 10-23 2023 FOR \$250 PER DAY
48- 55	23060079	LUNE INVESTMENT LLC	1061 NW 45 ST, UNIT 2,DEERFIELD BEACH, FL 33064 2	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT WAS PRESENT- ERNIE WILLIS EXTENDED TO 11-24-2023
56- 71	23060111	WERTHEIM,BRIGITTE EST	411 SE 8 ST, UNIT 225,DEERFIELD BEACH, FL 33441 225	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
72- 81	23060155	LULOS LLC	4321 NW 9 AVE, UNIT 102,DEERFIELD BEACH, FL 33064 102	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENTS WERE PRESENT- HERALDO DIAZ GUILLERMO CHIAWAY

					FINES IMPOSED AS OF 11-20-2023 FOR \$250 PER DAY
82-132	23060383	BRONSTEIN,MARIA	941 CRYSTAL LAKE DR, UNIT 305,DEERFIELD BEACH, FL 33064 305	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT NOT PRESENT CONTINUED TO 1-24-2024
134	23090003	WALLER,ANSON	402 NE 6 AVE, DEERFIELD BEACH, FL 33441	Chapter 66 - TRAFFIC AND VEHICLES Section 66-117.(b) - Parking prohibitions; enforcement.	RESPONDENT NOT PRESENT CONTINUED TO 11-29-2023
138	23080112	POITIER IRREV TR POITIER, SHARAVON TRSTEE/PROP. MT.	241 SW 1 TER, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(8) - Exterior building and structure standards. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Sec. 98-88.(b) - Off-street parking and loading.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 11-24-2023 \$100 PER DAY \$80 PROSECUTION COST
143	23080105	THOMAS,CYNTHIA	170 SW 3 ST, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(A)(1)(a-i) - Landscape Requirements.	RESPONDENT NOT PRESENT CONTINUED TO 1-24-2024

145	23100017	SMITH, THOMAS T JR	4324 NW 3 TER, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(4) - Exterior building and structure standards. 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 46 – OFFENSES Section 46-28(a) - Storage of materials. Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-8 (c) (2) (e) (d) (1) - Minimum standards for interior of structures.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 11-6-2023 FOR \$250 PER DAY PER VIOLATION \$80 PROSECUTION COST
146	22120184	DURO ROCAR LLC.	274 SE 9 AVE, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(6) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j)(1) Off-street parking and loading.	RESPONDENT WAS PRESENT- MAXIMO CORTESE EXTENDED TO 2-23-2024

149	23090054	FEDERAL NATL MTG ASSN	152 VENTNOR J, 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 - BRIAN MARSHALL FINAL ORDER ISSUED COMPLY BY 11-24-2023 \$200 PER DAY \$80 PROSECUTION COST
151	23090007	DUCHONOVIC,ERIK SABAG,ISHAAYAHU	1039 NEWPORT H, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 11-24-2023 \$250 PER DAY \$80 PROSECUTION COST
153	23080030	LOPES,TAINARA SANTANA	117 NW 2 ST, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-81(L)(1)(a- g) - Tree preservation	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 10-20-203 FOR \$175 PER DAY
154	23090004	CASH ON CASH OFFERS LLC	303 MARKHAM N, 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 FINES IMPOSED AS OF 10-7-2023 FOR \$250 PER DAY
155	23060462	NATURA INC	3500 SW NATURA BLVD, DEERFIELD BEACH, FL 33441	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENTS WERE PRESENT - BRUCE GOTTESMAN GINA JOHNSTON FINES IMPOSED AS OF 10-23- 2023 FOR \$250 PER DAY

156	23050051	ST LOUIS,JACQUES D	4250 NE 1 AVE, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(e) - Minimum standards for yard and landscape areas. Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE II. - NOISE CONTROL; Sec. 34-35 (4). - Specific noise prohibitions. 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 FINES IMPOSED AS OF 10-19- 2023 FOR \$500 PER DAY PER VIOLATION
157	23080066	RANDALL,LIMBERT EST	182 SW 6 ST, DEERFIELD BEACH, FL 33441	Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE VII. - ABANDONED REAL PROPERTY Section 34-144 - Maintenance requirements.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 11-1-2023 \$250 PER DAY \$80 PROSECUTION COST
158	23100019	ALLIANCE SS SERVICE LLC	351 N DEERFIELD AVE, DEERFIELD BEACH, FL	Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE VII. - ABANDONED REAL PROPERTY Section 34-144 - Maintenance requirements. Chapter 66 - TRAFFIC AND VEHICLES DIVISION 3. BSO ENFORCED - REGULATIONS, GENERALLY Section 66-59. (c)(1)(b)- Parking on residentially zoned lots.	RESPONDENT WAS PRESENT- MAYRA ROBERTO CONTINUED TO 11-29-2023

159	23080086	EVANS,BRANDY EVANS,DEBORAH	5311 NE 10 AVE, 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 Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(1) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(4) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(6) - Exterior building and structure standards Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(8) - Exterior building and structure standards Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(a) - Minimum standards for yard and landscape areas Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT NOT PRESENT CERTIFIED WITH COST
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				Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(e) - Minimum standards for yard and landscape areas. Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE VI. - NUISANCE ABATEMENT PROPERTY CODE DIVISION 1. - GENERALLY Section 34-121 - Declaration of nuisance. 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 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE VI. - NUISANCE ABATEMENT PROPERTY CODE; DIVISION 1. - GENERALLY Sec. 34-121. - Declaration of nuisance. Chapter 34 - ENVIRONMENT - ARTICLE III. - NUISANCESARTICLE VII. - ABANDONED REAL PROPERTY Section 34-144 - Maintenance requirements.	
A	23060131	BRUNACHE,HAROLD	334 SE 13 ST, DEERFIELD BEACH, FL 33441	Chapter 66 - TRAFFIC AND VEHICLES DIVISION 3. BSO ENFORCED - REGULATIONS,	RESPONDENT WAS PRESENT- HAROLD BUNACHE

				GENERALLY Section 66-59. (c)(1)(b)- Parking on residentially zoned lots.	FINES MITIGATED FOR \$350 TO BE PAID BY 11-29-2023
B	23060470	PICTURE TWO LC	3200 W HILLSBORO BLVD, DEERFIELD BEACH, FL 33442	Chapter 102 - SIGNS Section 102-7. (3)- Certain sign or sign structures prohibited. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS Sec. 98-53(a) ARTICLE III. - ZONING DISTRICT REGULATIONS B-1 business, community	RESPONDENTS WERE PRESENT- ATTORNEY DEAN HALPER DENNY SHUB EARL SHRUB MITIGATION DENIED
C	23030047	SHAPIRO,ALBA	1100 NEWPORT S, DEERFIELD BEACH, FL 33442	Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-8 (i) (1) - Minimum standards for interior of structures	RESPONDENT NOT PRESENT VACATE ORDER ISSUED
D	23010028	SEIDEN,EVELYN S	1428 SE 4 AVE, UNIT 265, DEERFIELD BEACH, FL33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT VACATE ORDER ISSUED
E	23030062	BATMASIAN,JAMES H	886 SE 2 PL, UNIT 1,DEERFIELD BEACH, FL 33441 1	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT- DONALD ANDERSON MITIGATION DENIED
F	22120022	MAVROGIANNIS,AUGUSTINO MAVROGIANNIS,LAURA	1305 SE 3 AVE, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENTS WERE PRESENT- AUGUSTINO MAVROGIANNIS LAURA MAVROGIANNIS

				Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(C)(3) - Landscape Requirements.	FINES MITIGATED FOR \$1,200 TO BE PAID BY 11-29-2023
H	21070371	CALIXTE,DIDEROT & MARIE C	310 NW 40 ST, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONSARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT-MARIE CALIXTE FINES MITIGATED FOR \$500 TO BE PAID BY 11-29-2023

SPECIAL MAGISTRATE MINUTES
CITY OF DEERFIELD BEACH, FLORIDA

Thomas Ansbro, Special Magistrate

Date

**COMMUNITY APPEARANCE BOARD
MEETING MINUTES
CITY OF DEERFIELD BEACH, FLORIDA
October 25, 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: Joseph Cummings, Alternate
Tinka Ellington
Jack Hugentugler
Terrance Glunt, Vice Chair
Harry Belton, Chair

Also Present: Daniel Mantell, Planning and Zoning Manager
Rafaela Thermidor, Planner
Emily Cortez, Assistant Planner
Anthony Soroka, City Attorney
Tracy Britten, Administrative Support Specialist

APPROVAL OF MINUTES OF PREVIOUS MEETING

Mr. Cummings made a motion, seconded by Ms. Ellington to approve the October 11, 2023 meeting minutes as submitted. The motion CARRIED by unanimous vote.

NEW & DEFERRED ITEMS

**#7105 Ozinga Ready Mix Concrete
 2030 NW 40th Court
 Minor Site Plan**

Daniel Mantell, Planning and Zoning Manager, displayed images captured via Google maps.

Edward Williams, representing the applicant, provided the proposed landscape and irrigation plans, which were required due to a code violation regarding the removal of landscaping in the erection of a privacy fence. There are few existing trees, but mostly new landscaping will need to be installed.

Ms. Ellington made a motion, seconded by Mr. Cummings to approve Item #7105 as submitted. The motion CARRIED by unanimous vote.

**#7106 NY Deerfield Apartments
 1974 & 1980 NE 5th Street
 Major Site Plan**

Daniel Mantell, Planning and Zoning Manager, displayed images captured via Google maps.

Stephen Brandt, architect, provided the proposed site plan, which consists of a 13-unit, multi-family apartment building. The five-story building will include a four-bedroom owner's suite on the top floor, three levels of one-bedroom units, and a ground level for 22 parking spaces. Each unit will have at least one balcony. The property will be located on a half-acre of land, which is a combination of two existing lots. The exterior will be covered in stucco and faux siding in the color Minted with Bubble for the accents. All paint, banding, and metal gabled roofs meet the Key West style requirements of the Cove Overlay District. The dumpster will be street facing with a partial roof to comply with the garbage truck requirements.

Ms. Ellington made a motion, seconded by Mr. Cummings to approve Item #7106 with the stipulation that the dumpster gate be made of a metal or composite material. The motion CARRIED by unanimous vote.

Comments by Deerfield Beach City Attorney

Anthony Soroka, City Attorney, stated that there are two special architectural districts in the City. Item #7106 is located in the Coastal Community District, which has specific design requirements and encompasses everything east of Federal Highway; the other is the Pioneer Grove District. Thereafter, he announced Vice Chair Glunt's retirement from the Board.

Comments by Deerfield Beach Planning and Development Services Department

Daniel Mantell, Planning and Zoning Manager, said two meetings remain for the year, with the first being held on November 8, 2023.

ADJOURNMENT

Ms. Ellington made a motion, seconded by Mr. Cummings to adjourn the meeting at 7:35 p.m. The motion CARRIED by unanimous vote.

Harry Belton, Chair
Community Appearance Board

**COMMUNITY APPEARANCE BOARD
MEETING MINUTES
CITY OF DEERFIELD BEACH, FLORIDA
November 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: Joseph Cummings, Alternate
Jack Hugentugler
Harry Belton, Chair

Also Present: Eric Power, Director of Planning and Development Services
Christopher Suneson, Assistant Director of Planning and Development Services
Daniel Mantell, Planning and Zoning Manager
Rafaela Thermidor, Planner
Emily Cortez, Assistant Planner
Anthony Soroka, City Attorney
Tracy Britten, Administrative Support Specialist

Absent: Tinka Ellington

APPROVAL OF MINUTES OF PREVIOUS MEETING

Mr. Cummings made a motion, seconded by Mr. Hugentugler to approve the October 25, 2023 meeting minutes as submitted. The motion CARRIED by unanimous vote.

NEW & DEFERRED ITEMS

**#7109 Wearcheck Lubercations Services, LLC
637 Jim Moran Boulevard
Minor Site Plan**

Daniel Mantell, Planning and Zoning Manager, displayed images captured via Google maps.

The applicant provided the proposed minor site plan, which was required due to a code violation regarding the height of the existing trees. All trees will be removed and replaced with shrubs and the parking lot will be resealed and striped.

Mr. Cummings made a motion, seconded by Mr. Hugentugler to approve Item #7109 as submitted. The motion CARRIED by unanimous vote.

**#7094 Cove Brewery
1500 SE 3rd Court
Master Sign Plan Amendment**

Daniel Mantell, Planning and Zoning Manager, stated that the item has been deferred to the next meeting.

**#7110 DFB Apartments
264 SE 19th Avenue
Major Site Plan**

Daniel Mantell, Planning and Zoning Manager, displayed images captured via Google maps.

Randy Brown, applicant, stated that he is seeking the Board's input for a major site plan application, that has been denied by staff five times. He advised that they have made the necessary changes suggested by staff, but subsequent applications keep coming back with more changes. Thereafter, he gave an overview of the various alterations made to the proposed plans at the direction of staff.

Mr. Cummings explained that the purpose of the Cove Overlay District, which the property is located in, is to create a specific appearance in the area, whereby, architectural districts are not uncommon.

Christopher Suneson, Assistant Director of Planning and Development Services, provided a brief presentation, which will provide clarity on the issues raised by the applicant. He said the application has been submitted but the internal review process has not been completed; nevertheless, the application is coming before the Board despite staff objections. Staff has consistently advised that the project fails to meet the Architectural Design District and the Board's design standards. Thereafter, he explained the internal review process and provided examples of surrounding buildings that adhere to the City's guidelines. Furthermore, he outlined the aspects of the applicant's plan that do not meet the design requirements, including the blank walls of white stucco, dark green extruded aluminum louvre system, lack of substantial wall articulation and improperly scaled glass.

Mr. Brown advised that the paint in the renderings appears darker than it actually is and that proper scaling of elements is a gray area in the Code. Additionally, he believes he is being held to a higher standard than surrounding properties and while he will continue to make concessions, it is his goal to stick with his company's brand and architectural design.

Mr. Cummings suggested looking at similar architectural design districts and changing the paint color and exterior building accessories in order to be in compliance.

Mr. Hugentugler suggested reducing the number of louvres.

Mr. Brown said that surrounding buildings set a precedent; nevertheless, the information gathered tonight was enlightening.

Mr. Suneson stated that mid-century modern architecture is not common in the City. Additionally, he reminded the Board of instances when they enforced the Code and required applicants to break up white expanses of walls.

Mr. Cummings stated that this building will set a precedent for future buildings.

There was not a vote for this item, as the applicant was seeking guidance from the Board.

Comments by Deerfield Beach City Attorney

None.

Comments by Deerfield Beach Planning and Development Services Department

Eric Power, Director of Planning and Development Services, provided the Board with a brief presentation regarding Vision Zero.

Mr. Cummings said the most important factor in reducing traffic fatalities is reducing speed through traffic calming.

Mr. Power provided examples of future quick-build and permanent projects that would contribute to traffic calming.

ADJOURNMENT

Mr. Hugentugler made a motion, seconded by Mr. Cummings to adjourn the meeting at 8:11 p.m. The motion CARRIED by unanimous vote.

Harry Belton, Chair
Community Appearance Board



Regular City Commission Meeting - December 12, 2023

DEERFIELD BEACH - YOU ARE HEREBY NOTIFIED that the **Regular City Commission** meeting will be held on **Tuesday, December 12, 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 December 12, 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 December 12, 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 Decemebr 12, 2023.

i. Use the following link below to access the meeting via Zoom:

<https://deerfield-beach.zoom.us/j/83822309935?pwd=WmhEZi9lak02QmcxSk1tSUlibldqUT09>

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: 838 2230 9935#, Participant ID: #, Passcode: 511135#

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

3. YouTube

The meeting will also be available to the public via YouTube for audio and video access; however, public participation, i.e. comments are not possible. The link to watch the meeting via YouTube will be active no later than 6:45 PM on December 12, 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” which is located at the bottom of the screen under the “reactions” 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. 2023-2263

Agenda Date: 12/12/2023

Status: QUASI-JUDICIAL PUBLIC
HEARINGS

In Control: City Commission

Title

P.H. 2024-021: Application: 22-RM10-47

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The Applicant, Intracoastal Properties IV, LLC, is seeking major site plan approval to demolish two (2) existing duplexes of 4,925 square feet and to redevelop the property with three (3) fee-simple attached townhomes consisting of 11,446 square feet with associated site improvements. The overall structure is proposed to be 47 feet-6 inches in height and the maximum allowed under the RM-10 district is 55 feet. Each townhome will have different square footage: Unit 513 – 4,134 square feet, Unit 523 – 3,558 square feet, and Unit 525 – 3,754 square feet. The development proposal includes individual swimming pools, carports, and boat docks for each unit.

The architecture compliments the requirements of the Coastal Community Architectural District. The building façade will consist of various materials including white, grey, and charcoal stucco; exposed concrete; wood-looking tile; wood louvers; and standing seam metal roofing.

The site meets all setback, parking, lighting, landscape and appearance requirements.

The Planning and Zoning Division is unaware of any historical significance of the property or prior historical activities associated with the site. On September 27, 2023, the item was heard and approved by the Community Appearance Board.

On November 2, 2023, the item was heard and unanimously approved by the Planning and Zoning Board.

Recommendation

Staff recommends consideration.

RESOLUTION NO. 2023/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING A MAJOR SITE PLAN FROM INTRACOASTAL PROPERTIES IV, LLC, TO DEMOLISH TWO EXISTING DUPLEXES AND CONSTRUCT THREE NEW TOWNHOME UNITS AND ASSOCIATED SITE IMPROVEMENTS ON THE PROPERTY LOCATED AT 513-525 NE 19TH AVENUE AND 1867 NE 5TH STREET (APPLICATION NO. 22-RM10-47); PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, Application No. 22-RM10-47 (the “Site Plan Application”) has been submitted to the City by Intracoastal Properties, IV, LLC (the “Applicant”) seeking site plan approval to demolish two existing duplexes and construct three new attached residential townhome units consisting of 11,446 square feet and associated site improvements on the property located at 513-525 NE 19th Avenue and 1867 NE 5th Street, Deerfield Beach, Florida (the “Development”); and

WHEREAS, the Development site is approximately .33 gross acres of land generally described as LOTS 11 AND 21, BLOCK 14, OF OCEAN VUE, AMENDED PLAT OF BLOCKS 12, 13, AND 14 OF OCEAN VUE, and located at 513-525 NE 19th Avenue and 1867 NE 5th Street, Deerfield Beach, Florida, in the RM-10 Zoning District (collectively, the “Property”); and

WHEREAS, the proposed Development includes three residential attached townhome units, ranging from 3,558 square feet to 4,134 square feet, each with their own swimming pools, carports, and boat docks; and

WHEREAS, the Site Plan Application was previously reviewed by City staff, and on September 27, 2023, the Community Appearance Board approved the Site Plan Application; and

WHEREAS, the Planning and Zoning Board voted unanimously to recommend approval of the Site Plan Application on November 2, 2023; and

WHEREAS, based upon the evidence in the record and presented at the hearing before the City Commission, the City Commission finds that all applicable Land Development Code requirements have been met, the Site Plan Application is consistent with the City’s Comprehensive Plan and approval of the Site Plan Application is in the best interests of the City.

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

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

Section 2. The Site Plan Application is hereby approved, subject to the conditions set forth in the Site Plan Application and the Development Review Comments as amended, and dated October 16, 2023, all of which conditions are incorporated herein by this reference as conditions of approval and shall be satisfied by the Applicant.

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

Section 4. Should any section or provision of this Resolution or any portion thereof, any paragraph, sentence or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereof as a whole or part thereof other than the part declared to be invalid.

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

PASSED AND ADOPTED THIS _____ DAY OF _____, 2023.

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

RESOLUTION NO. 2023/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, DENYING A MAJOR SITE PLAN FROM INTRACOASTAL PROPERTIES IV, LLC, TO DEMOLISH TWO EXISTING DUPLEXES AND CONSTRUCT THREE NEW TOWNHOME UNITS AND ASSOCIATED SITE IMPROVEMENTS ON THE PROPERTY LOCATED AT 513-525 NE 19TH AVENUE AND 1867 NE 5TH STREET (APPLICATION NO. 22-RM10-47); PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE

WHEREAS, Application No. 22-RM10-47 (the “Site Plan Application”) has been submitted to the City by Intracoastal Properties, IV, LLC (the “Applicant”) seeking site plan approval to demolish two existing duplexes and construct three new attached residential townhome units consisting of 11,446 square feet and associated site improvements on the property located at 513-525 NE 19th Avenue and 1867 NE 5th Street, Deerfield Beach, Florida (the “Development”); and

WHEREAS, the Development site is approximately .33 gross acres of land generally described as LOTS 11 AND 21, BLOCK 14, OF OCEAN VUE, AMENDED PLAT OF BLOCKS 12, 13, AND 14 OF OCEAN VUE, and located at 513-525 NE 19th Avenue and 1867 NE 5th Street, Deerfield Beach, Florida, in the RM-10 Zoning District (collectively, the “Property”); and

WHEREAS, based upon the evidence in the record and presented at the hearing before the City Commission, the City Commission finds that the Site Plan Application for the Property fails to satisfy the requirements of Section _____ of the City of Deerfield Beach Land Development Code.

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 Site Plan Application is hereby denied based upon the failure to meet the requirements of Section _____ of the City of Deerfield Beach Land Development Code.

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

Section 4. Should any section or provision of this Resolution or any portion thereof, any paragraph, sentence or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereof as a whole or part thereof other than the part declared to be invalid.

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

PASSED AND ADOPTED THIS _____ DAY OF _____, 2023.

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK



PUBLIC HEARING NOTICE

November 27, 2023

Dear Property Owner:

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

P.H. 2024-021: APPLICATION 22-RM10-47

Applicant: **Intracoastal Properties IV, LLC., represented by JSR Design Group, Inc.**

Proposal: Seeking Major Site Plan approval to demolish two existing duplexes and construct three new townhomes consisting of 11,446 square feet with associated site improvements, on a 0.33-acre site.

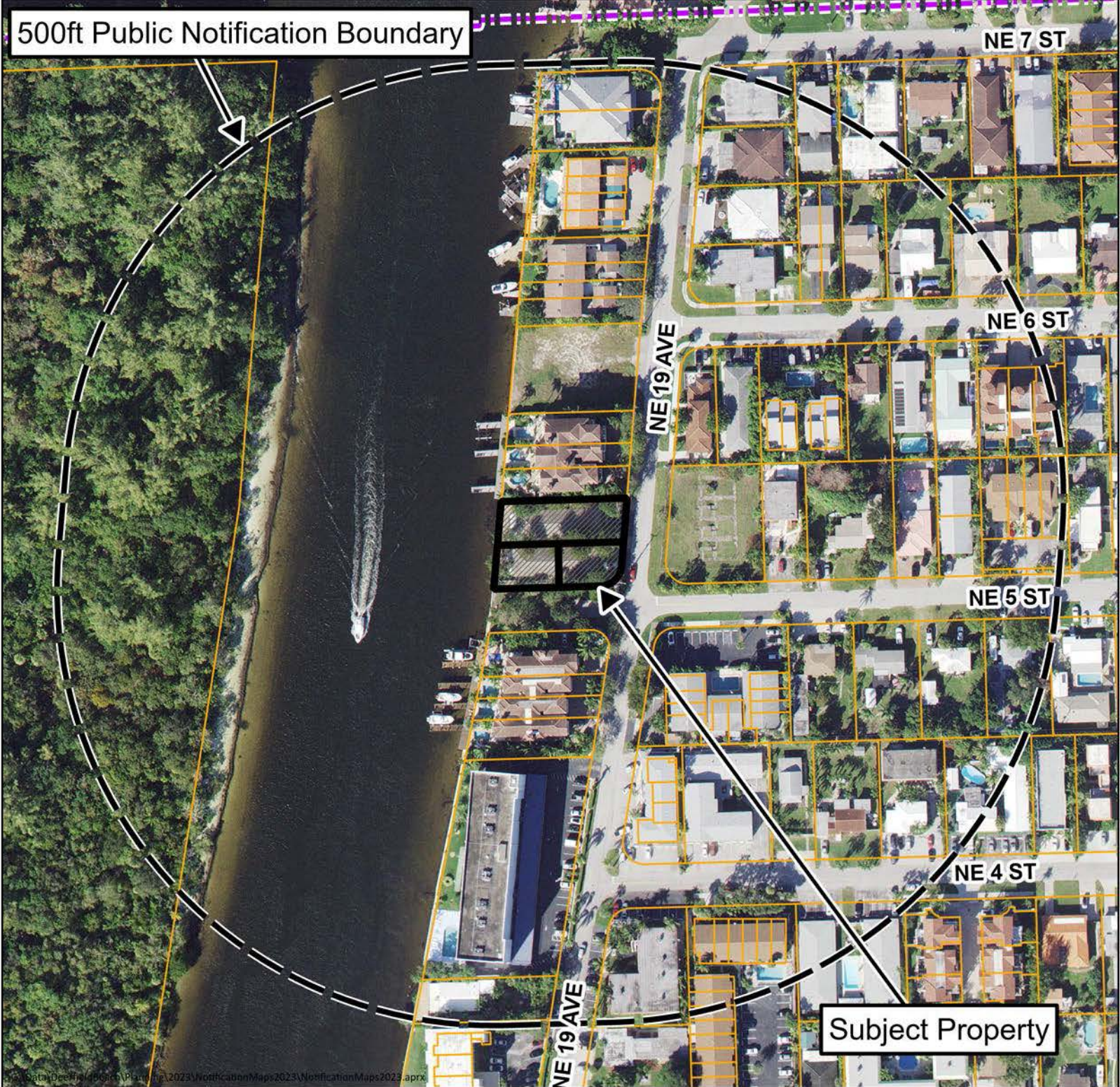
Location: The property is generally described as LOTS 11 AND 21, BLOCK 14, OF OCEAN VUE, AMENDED PLAT OF BLOCKS 12, 13, AND 14 OF OCEAN VUE, more particularly described in the file, and located at **513-525 NE 19th Avenue and 1867 NE 5th Street.**

A public hearing will be held on **TUESDAY, DECEMBER 12, 2023 at 7:00 p.m.** in the City Commission Chambers, City Hall, 150 NE 2nd Avenue, Deerfield Beach, Florida, and/or utilizing communications media technology with some elected officials and City staff participating through video conferencing via Zoom (virtual meeting). All interested parties may appear in person to offer evidence in support of or against the proposal. Further information may be obtained at www.deerfield-beach.com/agendas on December 1, 2023 or from the Planning and Development Services Department during business hours in City Hall, 150 N.E. 2nd Avenue, Deerfield Beach, FL 33441, phone: (954) 480-4206.

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

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

Heather Montemayor, CMC, City Clerk



0 200 Feet

Public Hearing Notice Map

Major Site Plan 22-RM10-47

513-525 NE 19 AVE

1867 NE 5 ST

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





PUBLIC NOTICE

APPLICATION 22-RM10-47

October 13, 2023

Dear Property Owner:

This is to notify you that the **PLANNING AND ZONING BOARD** of the City of Deerfield Beach, a municipal corporation of Florida, shall hear an application for:

Intracoastal Properties IV, LLC Represented by JSR Design Group, Inc

Seeking Major Site Plan approval to demolish two existing duplexes and construct three new townhomes consisting of 11,446 square feet with associated site improvements, on a 0.33 acre site at the property described as LOTS 11 AND 21, BLOCK 14, OF OCEAN VUE, AMENDED PLAT OF BLOCKS 12, 13, AND 14 OF OCEAN VUE, and located at **513-525 NE 19th Avenue and 1867 NE 5th Street.**

A public hearing will be held on **THURSDAY, November 2, 2023, at 7:00 P.M.** in the **City Hall Commission Chambers, located at 150 NE 2nd Avenue, Deerfield Beach, FL 33441.** All interested parties may appear in person to offer evidence in support of or against the proposal. Further information may be obtained at www.deerfield-beach.com/boardagendas or you may contact the Planning Office during business hours in City Hall, 150 N.E. 2nd Avenue, Deerfield Beach, FL 33441, phone: (954) 480-4206.

Any person wishing to appeal any decision made by the Planning and Zoning Board with respect to any of the above, will need a record of the proceedings and for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based. The above notice is required by State Law (FS 286.0105.) **Anyone desiring a verbatim transcript shall have the responsibility, at his/her own expense, to arrange for the presence at the hearing of a certified court reporter.** A full transcript of the proceedings will be needed in order to appeal any decision of the Board. If anyone requires auxiliary aids for communication, please call (954) 480-4206.

Eric M. Power
Director of Planning & Development Services



Development Review Committee Summary Report Development Plan Application Review

General Information

Application No.	22-RM10-47
Applicant:	Intracoastal Properties IV, LLC.
Agent:	JSR Design Group, Inc.
Requested Action/Description:	Major Site Plan approval to demolish two existing duplexes and construct three new townhomes consisting of 11,446 square feet with associated site improvements, on a 0.33 acre site.
Location:	513-525 NE 19 th Avenue and 1867 NE 5 th Street.
Legal Description:	LOTS 11 AND 21, BLOCK 14, OF OCEAN VUE, AMENDED PLAT OF BLOCKS 12, 13, AND 14 OF OCEAN VUE
Size:	0.33 acre site
Existing Zoning:	RM-10, Residence Multifamily
Existing Land Use:	Residential Moderate (10 DU/AC)
-	
Future Land Use Plan Designation:	Residential Moderate (10 DU/AC)
Surrounding Land Use and Zoning:	

	<u>Existing Land Use</u>	<u>Zoning</u>	
North:	Attached townhomes	RM-10, Multifamily	Residence
East:	Vacant	RM-10, Multifamily	Residence
South:	Attached townhomes	RM-25, Multifamily	Residence
West:	Intracoastal Waterway	S, Open Space	

Applicable Regulations:	Deerfield Beach Land Development Code
Plat Restrictions:	None

Department Comments & Requirements

REQUEST:

Major site plan approval to demolish two (2) existing duplexes of 4,925 square feet and to redevelop the property with three (3) townhomes consisting of 11,446 square feet with associated site improvements.

BACKGROUND:

The Applicant, Intracoastal Properties IV, LLC, is seeking major site plan approval to demolish two (2) existing duplexes of 4,925 square feet and to redevelop the property with three (3) fee-simple attached townhomes consisting of 11,446 square feet with associated site improvements.

The overall structure is proposed to be 47 feet-6 inches in height and the maximum allowed under the RM-10 district is 55 feet. Each townhome will have different square footage: Unit 513 – 4,134 square feet, Unit 523 – 3,558 square feet, and Unit 525 – 3,754 square feet. The development proposal includes individual swimming pools, carports, and boat docks for each unit.

The architecture compliments the requirements of the Coastal Community Architectural District. The building façade will consist of various materials including white, grey, and charcoal stucco; exposed concrete; wood looking tile; wood louvers; and standing seam metal roofing.

The site meets all setback, parking, lighting, landscape and appearance requirements.

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

On September 27, 2023, the item was heard and approved by the Community Appearance Board.

SUMMARY OF DEVELOPMENT REVIEW COMMITTEE COMMENTS:

The application has been reviewed by the Development Review Committee (Planning & Zoning, Landscape, Environmental Services, Sanitation). Staff comments have been addressed and the application is considered to be in compliance with the Land Development Code. Staff DRC comments are attached to this report.

PLANNING CONSIDERATIONS:

1. Compliance with the Comprehensive Plan. Per Section 98-9, no permit or approval for development of land shall be approved which does not comply with the goals, objectives and policies (GOPs) of the Deerfield Beach Comprehensive Plan. The Future Land Use (FLU) Map designation identifies the site as Residential High (25 DU/AC), and the Plan indicates townhomes to be appropriate in this land use category.
2. Land Development Requirements: Pursuant to the City of Deerfield Beach official zoning map, the property is currently located within RM-25 Resident, Multifamily zoning district. The proposed use is a permitted use within the RM-25 Resident, Multifamily district.
3. Finding of compatibility of a proposed development with adjacent and neighboring (500 feet) uses and zoning: Per Section 98-17(15), there must be a finding of compatibility as defined in the Land Development Regulations, between adjacent and neighboring uses (500 feet) and the proposed development. By definition, compatibility is to be measured based on the following compatibility characteristics of the proposed development in relationship to the immediate surrounding area:

(a) Permitted uses, structures and activities allowed within the zoning category;

Townhomes are a permitted use within the RM-10 Residence, Multifamily district. There are existing multifamily buildings north and south of the subject parcel, and the proposed building is consistent with the structures and activities in the RM-10 Residence, Multifamily district.

(b) Building location, dimensions, height and floor area;

The proposed building meets the required setbacks for the RM-10 Residence, Multifamily district. In other regards, the proposed building meets the requirements for dimensions, height, and floor area.

(c) Location and extent of parking, access drives and service areas;

Each townhouse unit within the building is being provided with a minimum two-car carport. It is anticipated that trash service will be provided through roll out carts.

(d) Traffic generation, hours of operation, noise levels and outdoor lighting;

The proposed development plan generates less vehicle trips than required for a full traffic impact study. The site is in a location where noise will be minimal. The proposed outdoor lighting meets the code requirements for lighting.

(e) Alteration of light and air;

The proposed site will not impact light and air more than what would be allowed by the zoning regulations.

(f) Setbacks and buffers – Fences, walls, landscaping and open space treatment. To be compatible, design treatments must reflect consideration of adjoining and surrounding development and land use;

The proposed development meets or exceeds the required setbacks and buffers. All proposed landscaping requirements are met.

- (g) *Outside activities associated with the proposed use which could interfere with the peace and/or tranquility of residences or propose a significant risk to the safety or security of children in public or private schools, day care facilities, churches, parks, playgrounds and other places that cater to children under the age of 18 or places which regularly provide facilities for such children to gather; and*

The proposed development is residential in nature and proposes no uses which would propose a risk to places where children gather.

- (h) *Conditions, uses or activities which could pose a significant risk to the safety or security of single-family residences within 500 feet of the lot upon which the use will occur.*

There are no single-family residences within 500 feet of the site, and thus no impacts on the security or safety of residences.

SUMMARY & REQUIREMENTS:

Staff's review of application 22-RM10-47 has found that the proposed project is consistent with the goals, objectives and policies of the Future Land Use Element of the Deerfield Beach Comprehensive Plan, and the proposed use is permitted per the Broward County Code of Ordinances.

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

Development Plan Application Comments



DEVELOPMENT REVIEW COMMITTEE

Project Name:	Bova Townhouses Major Site Plan	Application No.:	22-RM10-47
Reviewer Name:	Chris Suneson	Project Address:	513-525 NE 19 Ave
Department / Division:	Planning & Zoning		
Position:	Asst Director		
Date of Review:	09/28/23		
Submittal No.:	4		

A. APPLICATION / GENERAL COMMENTS:

1.	Prior to resubmittal, contact Chris Suneson at csuneson@deerfield-beach.com and copy Ruthie Jusino at rjusino@deerfield-beach.com to schedule a Development Review Committee meeting. <i>Revised 3/15/23.</i>
1.a.	Acknowledged.
2.	All resubmittals shall be provided with a written narrative responding to all comments.
2.a.	Acknowledged.
3.	Provide disclosure affidavit from the agent. Per Section 98-13(b)(5) Provide disclosure affidavits for all owners and representatives acting on behalf of the application.
3.a.	Acknowledged.
4.	Community Appearance Board approval is required prior to approval of site plan. Staff will notify the applicant once application submittal is to be scheduled as item on an agenda. The applicant shall provide both existing and proposed elevations to determine building facades will complement each other. Once staff has advised the item is ready to be scheduled for CAB, submit five (5) sets of revised plans in 11" x 17" with Community Appearance Board application, which include colored building elevations and complete site plan sets.
4.a.	Acknowledged.
5.	As with all developments in Deerfield Beach, before a building permit can be issued, this development must receive approval from the Broward County Resilient Environment Department, Urban Planning Division, Development and Environmental Review, 954-357-6666, Option 2, DERPLans@broward.org
5.a.	Acknowledged.

Development Plan Application Comments

6.	Per Section 98-14(f) An application for development plan shall be deemed to have been abandoned becoming null and void after six months of inactivity. If an application has no activity within this time frame, then a new application for development plan along with all applicable fees shall be submitted should the applicant wish to proceed with the project.
6.a.	Acknowledged.
7.	Community Meeting - Prior to being scheduled for a public hearing, the Applicant is encouraged to hold its own meeting with the surrounding community to explain the proposed project and seek feedback. At a minimum, the applicant should invite all properties within 500 feet of the subject site. If a meeting is held, please provide Planning and Development Services staff with the meeting details for record on the file.
7.a.	Acknowledged.
8.	Per Sec. 98-35, all applications proceeding to City Commission shall comply with requirements for public notice, including submittal of all required fees, documents, and labels for notice to property owners, on-site signage, and newspaper publishing. Applicants are only permitted to begin the public notification process upon determination by Planning & Zoning staff that the item has been scheduled for an upcoming public hearing. The Public Notice Checklist is attached and can be accessed at http://www.deerfieldbeach.com/DocumentCenter/View/12586/Public-Notice-Checklist .
8.a.	Acknowledged.
9.	For items being heard by City Commission, a cost recovery fee shall be paid by check to the City of Deerfield Beach for electronic document remediation of the application in order to comply with Title III of the Americans with Disabilities Act. The fee will be payable by the Applicant once the City receives the invoice.
9.a.	Acknowledged.
10.	Per Section 98-13(b)(4) As provided in the City's fee schedule (Resolution 2018/194) The initial site plan application fee includes the first review plus two resubmittals. Any resubmittal after the 3rd site plan review requires a fee of 30% of the initial application fee (\$2,130.00 x 30%) to be submitted for each submittal thereafter.
10.a.	Acknowledged.
11.	Per Section 98-13(8)(j), the attached document titled Conceptual Engineering Plan are advisory comments and shall be addressed upon submittal of the engineering permit. Applicant must not resubmit conceptual engineering plan sets or address these comments during the DRC process.
11.a.	Acknowledged.
12.	Per Section 98-13(b)(7) Provide a receipt from the district showing that a Public School Impact Application (PSIA) has been accepted for the application.
12.a.	Acknowledged.
13.	Impact fees.
NEW COMMENT 3/15/23	
13.	Remove revision bubbles from plan sheets.
13.a.	Comment addressed.

Development Plan Application Comments

B. PROJECT NARRATIVE:	
1.	Include the square footage for each unit within the narrative.
1.a.	Comment not addressed. Please include the square footages provided in the response letter in the two-page "Project Narrative".
1.b.	Comment addressed.
NEW COMMENT 3/15/23	
2.	Narrative indicates Unit 513 contains 4 bedrooms. Site plan/floor plans indicate it contains 5 bedrooms. Update.
2.a.	Comment addressed.

C. COVERPAGE:	
1.	The folio number provided was only one of the two properties. Will the properties be consolidated into one parcel or separated into three separate properties? Per Section 98-13(8)(a)(1), Provide the name of project, address and folio number. All folio number shall be provided on the cover sheet.
1.a.	Comment addressed.
2.	Table of contents does not include the survey page number.
2.a.	Comment addressed.
3.	Remove the following pages from the site plan set: • C0 Cover Sheet • C1 Demo Plan • C2 Paving, Grading & Drainage • C3 Potable Water • C4 Civil Details • C5-C7 Standard Details
3.a.	Comment not addressed. Please remove the above sheets from the Drawing List for the development plan package. Submit any required revisions for the civil set under the conceptual engineering set.
3.b.	Comment addressed.
4.	Provide dock detail sheets in the plan sets and table of contents in the correct order. i.e. after site plan sheet. Per Section 98-13(b)(8) The applicant is required to provide the development plan in the required sheet order.
4.a.	Comment addressed.
NEW COMMENTS 7/28/24	
5.	Updated renderings to reflect site changes, particularly removal of retaining walls in the front and part of the southern side yard.
5.a.	Comment addressed.

D. SURVEY:	
1.	Per Section 98-13(8)(b)(5) Provide a title policy, title commitment, title search/exam, opinion of title or property information report current to within one year, identifying any encroachment, encumbrance, violation, or variance, as well as the date, policy number, issuers name, address and the disposition of all schedule B-II encumbrances.

Development Plan Application Comments

1.a.	Comment addressed.
2.	Survey scale is inconsistent with the site plan and landscape plan. Per Section 98-13(b)(8), all pages are signed and sealed as well as being consistently scaled using a measurement found on a civil engineer's scale.
2.a.	Comment addressed.
3.	Remove aerial photo.
3.a.	Comment addressed.

E. SITE PLAN:

1.	All notes on the site plan and landscape plan shall be removed (I.e. by others, separate permit, parking spaces).
1.a.	Comment addressed.
2.	According to the Broward County Property Appraiser, the subject property contains multiple separated parcels. As a part of this application, said parcels will need to be properly separated and recorded with Broward County. Provide clarity on the site plan and demonstrate the proposed parcel lines.
2.a.	Comment addressed.
3.	Provide the total square footage for each unit on the site data chart.
3.a.	Comment addressed.
4.	No access to the in-law suite from the interior would be considered a dwelling unit. Section 98-3 defines Dwelling unit (d.u.) as a single unit providing complete, independent living facilities for one family, including permanent provisions for living, sleeping, eating, cooking and sanitation, but not including recreation vehicles, tents, hotels, motels, boarding houses, or boats. The in-law suite will require interior access to the principal structure.
4.a.	Comment addressed.
5.	A 4' high aluminum fence, electric gate and retaining wall are proposed to be located within the front and corner yard. Per Section 98-75(2)(a.), <i>Front and street side (corner) yards</i> . Garden walls, fences or hedges may be located in the front and corner yards. They must be set back five feet from the property line for the purpose of landscape beautification and may not exceed six feet in height. Detail of fence is required on detail sheet. Note: Section 98-75(3), Waterfront yard. "Open" fences may be permitted to a maximum height of six feet. Hedges may be allowed provided they do not exceed four feet in height. Open fences shall be deemed to be those fences which allow for one to view objects on the other side of the fence with a viewing obstruction of less than 75 percent.
5.a.	1. Comment not addressed. The Code section cited in the response comments (98-75(2)(a)) refers to multifamily properties within the RM-10 zoning district. The site plan demonstrates that the applicant intends to subdivide/parcel out the three units after development approvals. This action changes the nature of what may be a multifamily triplex (as evidenced on the cover page) to 3 single family townhomes. If it intended to keep the proposed structure as a triplex, different building setbacks and area limitations will need to be applied. Otherwise, conform to the setbacks provided above. 2. Comment not addressed. Provide detail of fence demonstrating 75% opaqueness in the waterfront yard.

Development Plan Application Comments

5.b.	Comment addressed. Structure will be subdivided into 3 single-family townhomes.
6.	A 4' high CMU wall by the pool requires at least a 10' side corner setback. Provide clear setback measurements from the property line.
6.a.	Comment addressed.
7.	The principal structure setback measurements are not clear at certain locations such as the SE corners of the structure, the NW corner, the east elevation. Provide clear setback measurements from the property line to the principal structure.
7.a.	Comment partially acknowledged. Please see Comment E.5.a. regarding multifamily setbacks, if it is intended to not subdivide the structure and it remains a triplex, the following building setbacks for multifamily structures in the RM-10 district would apply: Front (East, NE 19 th Ave): 25' Corner Side (South, NE 5 th St): 25' Rear/Water (West): 30' Side (North): 10'
7.b.	Comment addressed. Structure will be subdivided into 3 single-family townhomes.
8.	Per Section 98-74, a 15 feet street side (corner) setback is required for pools. Pool setbacks are measured from the water's edge of the pool. Clearly provide the measurement from the property line to the most outer edge of the pool water line. Will there be pavers around the pool?
8.a.	Comment addressed.
9.	Remove hatching of landscape area on the site plan and provide on the landscape plan. What type of material will be used between the driveway pavers?
9.a.	Comment addressed.
10.	Per Section 98-13(8)(c)(9), provide dumpster locations and detail for both trash and recycling showing required screening.
10.a.	Comment addressed.
11.	Per Code Section 98-87, provide the side setback of the dock and length of the finger pier (no more than 30 feet into the intracoastal) on the site plan.
11.a.	Comment partially addressed. Maximum projection of dock and finger pier is 30 feet into the intracoastal. Dock and finger pier measured at approximately 36 feet.
11.b.	Comment addressed.
NEW COMMENTS 3/15/23	
12.	Lot coverage seems to be above allowed 40%. Lot coverage means the area of the lot expressed as a percentage of the total lot area covered by the ground floor of all principal and accessory uses and structures <i>including all areas covered by the roof of such uses and structures</i> measured along the exterior faces of the walls or along the foundation wall line or between the exterior faces of supporting columns or from the centerline of walls separating two buildings or as a combination of the foregoing whichever produces the greatest total ground coverage for such uses and structures. Provide break down of ground floor area (including those areas covered by the roof, covered patios, car ports, court yard, covered entryways) and total ground floor area to support lot coverage calculations and percentages.
12.a.	Comment addressed.

Development Plan Application Comments

	Required parking has been calculated at single family parking ratio of 2 spaces / dwelling unit by the applicant. If this project becomes multi-family in nature, parking would be calculated at 2 spaces / 2 bedroom, +0.5 spaces / additional bedroom beyond 2. All parking calculations of 0.5 or greater require rounding up. Based on floor plans required parking would be: <table><tr><td><u>Unit</u></td><td><u># BD</u></td><td><u>Calculation</u></td><td><u>Result</u></td><td><u>Rounded</u></td></tr><tr><td>Unit 513</td><td>5 BD</td><td>2 + 1.5</td><td>3.5</td><td>4</td></tr><tr><td>Unit 523</td><td>3 BD</td><td>2 + 0.5</td><td>2.5</td><td>3</td></tr><tr><td>Unit 525</td><td>4 BD</td><td>2 + 1</td><td>3.0</td><td>3</td></tr></table>	<u>Unit</u>	<u># BD</u>	<u>Calculation</u>	<u>Result</u>	<u>Rounded</u>	Unit 513	5 BD	2 + 1.5	3.5	4	Unit 523	3 BD	2 + 0.5	2.5	3	Unit 525	4 BD	2 + 1	3.0	3
<u>Unit</u>	<u># BD</u>	<u>Calculation</u>	<u>Result</u>	<u>Rounded</u>																	
Unit 513	5 BD	2 + 1.5	3.5	4																	
Unit 523	3 BD	2 + 0.5	2.5	3																	
Unit 525	4 BD	2 + 1	3.0	3																	
13.	Update parking calculations accordingly.																				
13.a.	Comment addressed. Structure to be subdivided into 3 single-family townhomes.																				
14.	Required parking may be provided in driveways. Dimension the length of driveways along NE 19 th Ave to ensure compliance with parking space length requirement of 20 feet.																				
14.a.	Comment addressed. Single family parking ratios used due to subdivision of property.																				
15.	Required parking may be provided in driveways. The driveway for Unit 523 is dimensioned at 16 feet at the property line, and is of insufficient width (18') for providing two parking spaces.																				
15.a.	Comment addressed. Single family parking ratios used due to subdivision of property.																				
16.	Per Section 98-88(b), driveways are required to be separated by 20 feet. Driveways for Units 523 and 525 are dimensioned at 18 feet apart.																				
16.a.	Comment addressed.																				
17.	Per Section 98-80(i)(4), no sight distance obstructions shall be placed within required sight triangles. Relocate proposed fences and retaining walls outside of the sight triangles depicted.																				
17.a.	Comment addressed. No fences or walls located within sight triangles.																				
NEW COMMENTS 7/28/23																					
18.	Site data table has Proposed Minimum Lot Area inconsistent with lot area on survey. Update accordingly.																				
18.a.	Comment addressed.																				
19.	Remove stray note references for retaining walls.																				
19.a.	Comment addressed.																				
20.	Provide proposed property line between Units 513 and 523.																				
20.a.	Comment addressed.																				

F. ELEVATIONS:

1.	The subject property is located within the Coastal Community Architectural Design District. The architectural design must adhere to Section 98-53B(g), building design standards.
1.a.	Comment addressed.
NEW COMMENTS 3/15/23	
2.	Remove reference photos to similar architecture in the area. These are better used for presentations at public hearings.
2.a.	Comment addressed.
3.	Remove references to allowable setback encroachments.
3.a.	Comment addressed.

Development Plan Application Comments

G.	FLOOR PLANS:	
	NEW COMMENTS 3/15/23	
	1.	Remove references to allowable setback encroachments.
	1.a.	Comment addressed.
H.	LANDSCAPE PLAN:	
	NEW COMMENTS 7/28/23	
	1.	Landscape Plan continues to show retaining walls/fences along NE 19 th Avenue and NE 5 th Street where the site plan shows them removed.
	1.a.	Comment addressed.
I.	IRRIGATION PLAN:	
	NEW COMMENTS 7/28/23	
	1.	Irrigation Plan continues to show retaining walls/fences along NE 19 th Avenue and NE 5 th Street where the site plan shows them removed.
	1.a.	Comment addressed.
J.	PHOTOMETRIC PLAN:	
	NEW COMMENTS 7/28/23	
	1.	Photometric Plan continues to show retaining walls/fences along NE 19 th Avenue and NE 5 th Street where the site plan shows them removed.
	1.a.	Comment addressed.
K.	DOCK PLANS:	
	NEW COMMENTS 7/28/23	
	1.	Per Code Section 98-87, the length dock and the finger pier may not project more than 30 feet into the intracoastal.
	1.a.	Comment addressed. Applicant has pre-existing dock permit from Army Corps of Engineers permitting 36' length into Intracoastal.
	2.	Per Code Section 98-87(d)(1)(k), All docks shall be installed with a safety ladder that is installed from the dock surface to two feet below mean low water. For docks in excess of 50 feet in length, two ladders meeting the aforementioned specifications shall be provided. Provide two ladders meeting these requirements.
	2.a.	Comment addressed.

Development Plan Application Comments



DEVELOPMENT REVIEW COMMITTEE

Project Name:	Bova Townhomes	Application No.:	22-RM10-47
Reviewer Name:	Harold Hoyte	Project Address:	513-525 NE 19th St./1867 NE 5th St.
Department / Division:	Landscape		
Position:	Landscape Architect		
Date of Review:	10/12/23		
Submittal No.:	4		

A.

LANDSCAPING PLAN:	
1.	The tree survey on Sheet L-1 shall include clear columns showing, height, Diameter at Breast Height (DBH); spread, Clear Trunk (CT) / Graywood (GW) on palms, condition rating and mitigation values.
1.a	Comment addressed 8/8/23.
1.b	Comment not addressed. Add the Tree mitigation table back on L-1 in the 2 nd submittal to the L-1 sheet, in addition to the Arborist Existing Tree Tabular Data, and coordinate charts. Ensure heights and spreads are kept on the Tree Mitigation Table.
1.c	Comment addressed 10/12/23.
2.	Per Section 98-81 (h)(2) mitigation, once determined, may be achieved in two ways; (1) the applicant may plant additional trees on the site to satisfy this requirement or (2) for trees which cannot be mitigated on site, the applicant will have to pay into the Beautification Trust Fund. Communicate on the planting plans which mitigation option is going to be utilized. Mitigation is to be 1.5 times canopy per section 98-81 (h)2 (e).
2.a	Comment not addressed. Chart and plan do not match, further conditions shown are not accurate. Note, required trees and those in the swale do not toward satisfying the mitigation requirement.
2.b	Comment not addressed. Show mitigation calculations based on the arborist's report at 1.5 times canopy from the Tree Mitigation Table. Communicate on the planting plans which mitigation option is going to be utilized. Site amount to be paid on the
2.c	Comment addressed 10/12/23.
3.	Appraisals are required for specimen trees (18 inches in good condition (60% or better)); Note, proposed trees cannot be used to meet this requirement. Add appraisals to the mitigation plans.

Development Plan Application Comments

3.a	Comment not addressed. Conditions shown are not accurate, all trees on the site are not in poor condition. Prepare and submit for review tree appraisals for each tree 18 inches in caliper, using the Trunk Formula Method outlined in the "Guide to Plant Appraisals 9 th Edition"
3.b	Comment addressed 8/8/23.
4.	Per Section 98-80 (i), add sight triangles interior (10ft. x 50ft.) and corner (30 ft x 30 ft) on the property. Remove walls and hedges over 30 inches. No multi-trunk trees or palms are to be within the sight triangles and swales.
4.a	Comment not addressed. To open views in sight triangles per Section 98-80(i)(7), remove or replace the plant material that matures over 30 inches and trees that do not have a clear trunk above 8 feet.
4.b	Comment addressed 8/8/23.
5.	On Tree Disposition plan specify palm by GW or CT Note, only trees and palms meeting Section 98-80 (k)(11) will be counted toward landscape requirements.
5.a	Comment addressed 3/22/23.
6.	Show existing and proposed utilities on the plan.
6.a	Comment not addressed. Include utilities on sheet C-3.
6.b	Comment not addressed. Plant materials are in conflict with utilities, on the east side of development. Include utilities on sheet C-3 in landscape plans. Adjust landscape and irrigation plans.
2.c	Comment addressed 10/12/23.
7.	Show location and real canopy of trees on adjacent property. Adjust location or species of proposed trees accordingly.
7.a	Comment not addressed.
7.b	Comment addressed 8/8/23.
8.	Add plant list legend to sheet L-2.
8.a	Comment addressed 3/22/23.
9.	Add root barrier to shade trees closer than 6 ft. and palms and small tree within 3 ft. of paved area or curb.
9.a	Comment addressed 3/22/23.
10.	Move large tree 16' off property line and/or add note that root barrier will be added on landscape sheet L-2. Add root barrier to large and medium trees closer than 6 ft. and palms and small tree within 3 ft. of paved area, curb or foundation.
10.a	Comment addressed 3/22/23.
11.	Per 98-80 (e)(14)(e), revise the plant list to reflect the 18 ft. required for 50% of trees or palms. This is in relation to the 36 ft. height of the building.
11.a	Comment addressed 3/22/23.
12.	Add trees to swales on both NE 19 th St. and NE 5 th St.
12.a	Comment addressed 3/22/23.
13.	Show height and spread and on-center spacing on all shrubs and groundcover.
13.a	Comment addressed 3/22/23.
14.	Per Section 98-80 (e) (12), shown light pole and offsets on the plan.
14.a	Comment addressed 3/22/23.
New Comments	
15.	Correct scale on sheet L-1.
15.a	Comment addressed 8/8/23.
16.	Correct "CT" column to show as feet not inches.
16.a	Comment addressed 8/8/23.
17.	Coordinate the wall removal on sheet A1 with sheets L-1, L-2, L-4, and E1.

Development Plan Application Comments

17.a	Comment addressed 10/12/23.
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DEVELOPMENT REVIEW COMMITTEE

Project Name:	BOVA TOWNHOUSES	Application No.:	22-RM10-47
Reviewer Name:	CAPTAIN MIKE HEFEFRON		
Department / Division:	BSO FIRE PREVENTION		
Position:	CAPTAIN		
Date of Review:	10/09/23		
Submittal No.:	4		

A. APPLICATION / GENERAL COMMENTS:

1.	A complete set of permitted plans must be submitted for review and approval prior to all construction. All permitted plans must document on plans that a certificate of occupancy shall not be issued until the AHJ determines that the building is in compliance with section 118 (TWO WAY RADIO ENHANCEMENT SYSTEM) with Broward County Local Amendments to the Florida Fire Prevention Code 7TH Ed., NFPA 1-Fire Code, Florida Edition 2018, NFPA 101-Life Safety Code, Florida Edition 2018.
1A	NOT ADDRESSED (DOCUMENT ON PLAN)
2.	ADDRESSED

B. SITE PLAN:

1.	PROVIDE WATER DISTRUBUTION PLAN SHOWING THE SIZE OF MAIN, FIRE HYDRANTS, FDC, BACKFLOW. (HYDRANTS SHALL BE NO FURTHER THAN 100 FT FROM FDC AND NO FURTHER THAN 350FT BETWEEN HYDRANTS)
1A	NOT ADDRESSED (PROVIDE REMOTE HYDRANT AND THE DISTANCE SHALL NOT BE MORE THAN 350 FT, 1 FDC AND BACKFLOW SHALL BE PROVIDED FOR ENTIRE BUILDING AND HOSE STATIONS AT DOCK,
1B	NOT ADDRESSED
1c	ADDRESSED
2.	FIRE STANDPIPE REQUIRED FOR THE DOCKS AND THE BUILDING
2A	ADDRESSED

Development Plan Application Comments

3.	A SINGLE EXTERIOR DOOR PROVIDING ACCESS TO THE INTERIOR OF ANY BUILDING MUST BE LOCATED WITHIN 50FT OF A FIRE DEPT ACCESS DOOR
3A	NOT ADDRESSED (ALL TOWNHOUSES EXCEED 50FT TO A SIDE HINGED DOOR) ADDRESSED
4.	KNOX KEY SWITCH REQUIRED FOR ALL ELECTRIC GATES
4A	ADDRESSED
5.	GENERAL AISLES MUST BE A MINIMUM OF 12 FT IN WIDTH FOR NE 5ST.
5A	ADDRESSED



DEVELOPMENT REVIEW COMMITTEE

Project Name:	BOVA TOWNHOUSES Major Site Plan Modification	Application No.:	22-RM10-47
Reviewer Name:	Priscilla Cygielnik		
Department / Division:	Environmental Services		
Position:	Plans Reviewer		
Date of Review:	08-10-23		
Submittal No.:	3		

A.	SITE PLAN:
1.	Pursuant to Sec 98-17(4)c of the City's Land Development Code, the applicant must submit design calculations, sealed and signed by a professional engineer registered in the State of Florida, showing that the stormwater management system can handle runoff from a 3-day, 25-year storm event with a maximum discharge to the Hillsboro Canal, if allowed, of 35 CSM.
1.a	Broward County Surface Water Management Permit Pending. Permit required at time of Engineering Permit application submittal.
1b.	Surface Water Management License still pending. Required at time of Engineering Permit application submittal
2.	Proposed Driveways will be designed in accordance with the City of Deerfield Beach Standard Detail R-5, latest revision.
2.a	Comment Addressed.

Development Plan Application Comments



DEVELOPMENT REVIEW COMMITTEE

Project Name:	Bova Townhouses Major Site Plan	Application No:	22-RM10-47
Reviewer Name:	Cesar E. Osegueda		
Department / Division:	Sustainable Management		
Position:	Code Compliance Spec.		
Date of Review:	07/24/2023		
Submittal No:	Submittal 3		

A. RECYCLING & SOLID WASTE DIVISION:

1.	The above Site Plan Application, located at 513-525 NE 19 th Ave. and 1867 NE 5 th Street Deerfield Beach, FL 33441 has been reviewed by the Sustainable Management Dept. (Recycling and Solid Waste Management) and was found to be Acceptable as it relates to collection services and location of Recycling/Solid Waste Receptacle.
	The maintenance staff of Bova Townhouses must roller out the carts/dumpsters to 19th Avenue on the days of service and must roller them into the building when serviced. For compactors dumpsters, the maintenance staff will be in charge of release and secure them to the compactor equipment.



DEVELOPMENT REVIEW COMMITTEE

Project Name:	BOVA TOWNHOUSES Major Site Plan Modification	Application No.:	22-RM10-47
Reviewer Name:	Priscilla Cygielnik		
Department / Division:	Environmental Services		
Position:	Plans Reviewer		
Date of Review:	08-10-2023		
Submittal No.:	3		

A. CONCEPTUAL ENGINEERING PLAN:

1.	Pursuant to Sec 98-17(4)c of the City's Land Development Code, the applicant must submit design calculations, sealed and signed by a professional engineer registered in the State of Florida, showing that the stormwater management system can handle runoff from a 3-day, 25-year storm event with a maximum discharge to the Hillsboro Canal, if allowed, of 35 CSM.
1.a	Broward County Surface Water Management Permit Pending. Permit required at time of Engineering Permit application submittal.
1.b	Surface Water Management License still pending. Required at time of Engineering Permit application submittal
2.	Provide written confirmation from Broward County Environmental Protection and Growth Management Department water resources permitting that the proposed stormwater management approach is acceptable.
2.a	Broward County Surface Water Management Permit Pending. Permit required at time of Engineering Permit application submittal.
2.b	Jurisdictional permits still pending. Required at time of Engineering Permit application submittal
3.	Provide proposed potable water and wastewater level of service standards calculations based on Broward County Water and Wastewater Engineering Division Guidelines for Determining Ability to Provide service.
3.a	Comment Not addressed. Broward County Water and Wastewater Engineering Division Guidelines for Determining Ability to Provide service are used by the City of Deerfield Beach to establish service capacity availability.
3.b.	Comment Not addressed.

ENVIRONMENTAL SERVICES DEPARTMENT

4.	Proposed Driveways will be designed in accordance with the City of Deerfield Beach Standard Detail R-5, latest revision.
4.a	Comment Addressed.

B. **ADVISORY COMMENTS:**

1.	Please note that comments provided are based on the Conceptual Engineering Plans provided and as such is a preliminary review and additional comments may be provided and/or required upon review of any revised plans submitted at time of Engineering Permit application.
2.	Provide copies of all permits from agencies having jurisdiction at the time of Engineering Permit Application, including, but not limited to Broward County EPGMD
3.	DAMAGE BY CONTRACTOR A. The Contractor shall protect from damage by construction operations, all public streets sidewalks, landscape, irrigation, signage, striping, pavements, including all base courses and surface courses, that abuts the work area. B. Any sidewalk, base course or surface course beyond those limits, damaged as a result of the Contractor's operation, shall be restored in accordance with prevailing applicable professional standards, to the satisfaction of the City of Deerfield Beach, and to the satisfaction of any other governing authority having jurisdiction over the work area. C. Any damage to adjacent lanes of pavement will require the Contractor to resurface the entire lane width for a length, as approved by the City of Deerfield Beach. When the damage amounts to 25 percent or more in any one block (approximately 600 feet), the Contractor shall resurface the entire width of the lanes in which the damage occurred for the entire block. D. The Contractor is hereby notified that wherever the line for repaving for trenches extends one foot into the edge of the existing paving, he shall repave to this edge only. Full lane paving will not be required. Damage to the pavement beyond this line by the Contractor will require that he repave the full width.

ENVIRONMENTAL SERVICES DEPARTMENT

4.	Construction documents submitted at the time of Engineering Permit Application must include, not limited to, the following pages as applicable to the type of construction: a. Demolition Plan b. Stormwater Pollution Prevention Plan/ E&SC Plan c. Paving, Grading and Drainage Plans and Details d. Water and Sewer Plans and City of Deerfield Beach Standard Details e. Pavement Markings and Signing plan in accordance with the MUTCD latest edition, Broward County Traffic Engineering Division or FDOT Standards as applicable If water and sewer demands will increase as a result of the proposed improvements, please, provide calculations for utility capacity evaluation. Provide Utility Easements vacation requests as needed and for new Utility Easements provide sketch and legal description documents for review. Please be advised that this project is required to receive sign-off by the Engineering Department for water connection fees per City of Deerfield Beach Code of Ordinances Sec. 70-132 and for sewer connection fees per City of Deerfield Beach Code of Ordinances Sec. 70-75 prior to issuance of a Certificate of Occupancy. Sidewalk Ramp Detail to match FDOT Index 522-002 and driveway connection shall be in accordance with FDOT Index 515 Handicap parking stall shall be in accordance with F.A.C. 553.5041 Provide copy of permits from all applicable agencies having jurisdiction (AHJ) including an approved Broward County Surface Water Management License and SFWMD Environmental Resources Permit.
----	---



DEVELOPMENT PLAN APPLICATION

PLEASE PROVIDE IN FULL THE FOLLOWING INFORMATION (TYPE OR PRINT LEGIBLY)
One application may be submitted for multiple requests. Unless otherwise directed by staff, the following items with associated attachments are required for staff to determine the application is complete for processing by the City.

PROJECT INFORMATION:

TYPE OF REQUEST (check all that apply)

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

Project Name: BOVA TOWNHOUSES

Property Owner: INTRACOASTAL PROPERTIES IV LLC

Applicant (if different from Owner): _____

Agent (if different from Owner/Applicant): JSR DESIGN GROUP

Address of Property: 513/ 525 NE 19TH AVE.

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

OCEAN VUE AMENDED PLAT 16-43 B LOT 11 LESS PAR 5 AS IN PB 17/2-A BLK 14

Description of Project: _____

This is a Residential Trilex Building with 4 stories.

New Development (Y/N)	<u>Yes</u>	Modification to Existing Development (Y/N)	<u>No</u>
Zoning District (existing):	<u>RM-10</u>	Zoning District (proposed):	<u>RM-10</u>
Existing Use:	<u>RESIDENTIAL</u>	Proposed Use:	<u>RESIDENTIAL</u>
Lot Area:	<u>14,331 SF</u>	Number of Dwelling Units (proposed):	<u>3</u>
Sq. Ft. of Structure (existing):	<u>4,716 SF</u>	Sq. Ft. of Structure (proposed):	<u>11,424 SF</u>

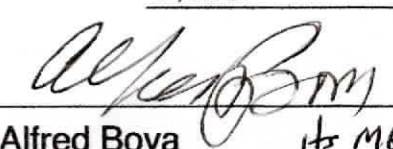
Agent Signature*: 

Name Printed: John Reed

Address: 1 West Camino Real S.117 E

Telephone: (561) 361 7206

Email: john.reed@jsrarchitecture.com

Owner Signature**: 

Name Printed: Alfred Bova *its MGR*

Address: 901 SE 31 St #R Boca Raton FL

Telephone: (860) 798 5605

Email: abova@abvestmentsinc.com

* An authorization letter must be provided by the owner if an agent is providing representation.

** If ownership cannot be verified through county tax data, a copy of the recorded warranty deed, a copy of a valid purchase contract, or a signed/notarized letter from the owner of record must be submitted.



DISCLOSURE AFFIDAVIT

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

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

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

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

(Attach additional sheets as needed for each item.)

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

NONE

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

NONE

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

NONE

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

I, Alfred Bova, have received a copy of the ordinance and understand the ordinance requirements.

Applicant

Signature

Date

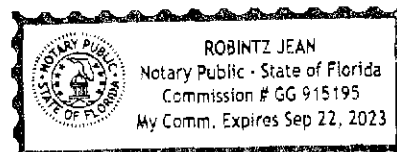
Sworn to and subscribed before me this 18th day of May, 20 22

By:

Alfred Bova

Produced as ID: Driver license

Notary Public, State of Florida



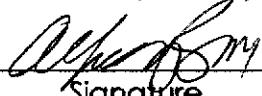
Date: May 16th, 2022

To: Deerfield Beach Planning & Development Services
150 NE 2nd Ave
Deerfield Beach, FL 33441

AGENT AUTHORIZATION LETTER:

On my behalf, I appoint JSR DESIGN GROUP, INC to act as my agent in preparation and presentation of the DEVELOPMENT PLAN application for the City of Deerfield Beach Planning and Development Services approval.

Dated this 16th Day of May 2022

By:  ALFRED BOVA Jr MGR
Signature Print Name

Agent Agreement Expires Date: (usually give 12 months)

Title: MANAGER

On Behalf Of: _____ (you company name) Intra Coastal Properties LLC

Telephone: 860-798-5605



PROJECT NARRATIVE

July 12, 2023

To: Deerfield Beach Planning &
Development Services
150 NE 2nd Ave
Deerfield Beach, FL 33441

**513/525 NE 19th Ave.
Deerfield Beach, FL 33441
BOVA TOWNHOUSES
22-RM10-47**

To Whom It May Concern:

This is a new 3 story Residential Triplex building.

Each unit will be individually owned (fee simple).

Unit #513 will have 5 bedrooms, 5-1/2 bathrooms. The in-law suite on the first floor is accessed both from outside and connected to the main house. This unit will have a 4-car carport which is accessed from N.E. 5th Street. Its main entrance will also be on N.E. 5th Street.

Unit #523 will have 3 bedrooms, 3-1/2 bathrooms and a 2-car carport. This unit is accessed from N.E. 19th Avenue.

Unit #525 will have 4 bedrooms, 4-1/2 bathrooms and a 2-car carport which is accessed from N.E. 19th Avenue. Its main entrance is along the North side of the property.

The AC areas for each unit are as follows:

- > Unit 513- 4,134 sf
- > Unit 523- 3,558 sf
- > Unit 525- 3,754 sf
- > TOTAL= 11,446 sf

The mechanical equipment will be housed on the rooftop of each of the units and screened from view from the street.

Each unit will have its own pool, pool deck, backyard and dock access.

As part of the major site plan application, a new dock and finger piers are being proposed, as well as raising the existing seawall elevation. This work will be performed under a separate permit by Ray Qualmann Marine Construction, Inc.

The proposed architectural style for the townhomes is Key West transitional. It incorporates elements of the Cove Overlay District design guidelines such as hip standing seam metal roofs, horizontal lap siding combined with smooth stucco, light building colors, wood clad finishes and white railings and trim. Solid and carved out volumes, along with expanses of glass and natural materials create an openness that strives to tie the building into the surroundings and break up the building mass. Landscape terraces, openings at the corners, louvered partitions, and open cable railings are some of the design elements utilized to defragment the building and soften the approach both from the street and water sides.

We look forward to your review and suggestions.

Respectfully submitted by,

A handwritten signature in dark ink, appearing to read 'John Sherman Reed', with a stylized, overlapping loop structure.

John Sherman Reed, Architect
AR 95171 (FL Registration Number)



SCOPE OF WORK

This is a new Residential Triplex building with 3 stories.

ADDRESS: 513/ 525 NE 19TH AVENUE,
DEERFIELD BEACH, FL 33441

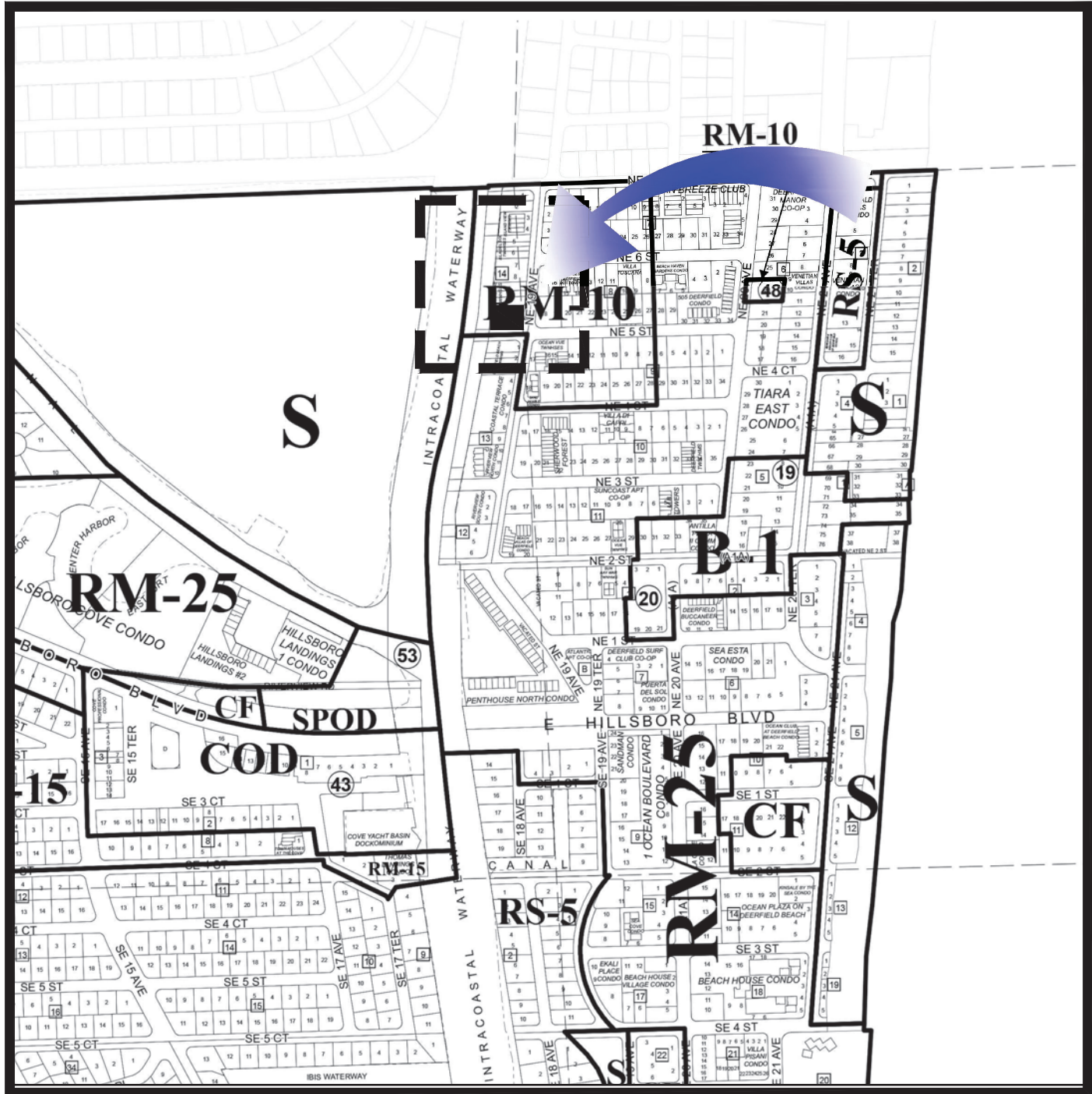
LEGAL DESCRIPTION:
523-525: OCEAN VUE AMENDED PLAT 16-43 B LOT 11 LESS PAR 5 AS IN PB 17/2-A BLK 14
513: OCEAN VUE AMEN PLAT OF BLKS 12,13 & 14 16-43 B LOT 12 BLK 14, LESS, POR OF LOT 12BEG AT NW COR OF LOT 12, E 69.75 S 49.94,W 75.06, NE 50.29 TO POB

FOLIO NUMBER 513: 4843 05 03 0220
FOLIO NUMBER 523-525: 4843 05 03 0210

BOVA TOWNHOUSES

513/ 525 NE 19th Ave.

Deerfield Beach FL 33441



PROJECT TEAM

ARCHITECTURE:
JSR DESIGN GROUP
John Reed, Architect
ONE WEST CAMINO REAL, ST.117-E
BOCA RATON FL 33432
(561)362-7203

LANDSCAPE:
Carter & Associate
Landscape Architects Inc
74 NE 5th AVE
DELRAY BEACH, FL 33483
(561)272-9621

ENGINEERING:
JUPITER CIVIL
Joseph Kusnir, Civil Engineer
5500 Military Trail, Ste 22-215
JUPITER FL 33458
(561)277-6602

SURVEY:
Accurate Land Surveyors Inc
1150 E Atlantic blvd.
POMPANO BEACH, FL 33060
(954)782-1441

PROPERTY OWNER

INTRACOASTAL PROPERTIES IV LLC
Address: 901 SE 31 ST #R BOCA RATON FL 33432

DRAWING LIST	
A0	Cover Sheet
Survey	
A1	Site Plan & Site Data Table
A2	Site Sections
Dock/ Seawall	
1/2	Site Plan & Notes
2/2	Sections & Details
A3	East and West Elevations
A4	South Elevation
A5	North Elevation
A6	1st Floor Plans
A7	2nd Floor Plans
A8	3rd Floor Plans
A9	4th Floor/Roof Plans
Landscape	
L-1	Existing Conditions Plan
L-2	Landscape Plan & Tabular Data
L-3	Landscape Details & Legends
L-4	Irrigation Plan
L-5	Irrigation Details
E-1	Photometric Plan

DESIGN GROUP INC

NEW TOWNHOMES RESIDENCES FOR:
BOVA TOWNHOUSES
513/525 NE 19TH AVE
DEERFIELD BEACH FL 33441

JOHN SHERMAN REED
ARCHITECT
FL LICENSE# AR95171

JSR DESIGN GROUP INC.
1 WEST CAMINO REAL, SUITE 117E
BOCA RATON, FL 33432
TEL: 561-362-7203
AA26002033

1 City comments/
Arch. revs.
02/07/23

1. All designs and concepts are the property of JSR Design Group Inc., and may not be modified or copied without written permission by the architect.
2. Contractor to verify all written dimensions (Not scaled) & notify architect of any discrepancies or omissions. Construction shall not proceed until said discrepancies or omissions have been resolved by architect.
3. Contractor to verify and approve all shop drawings and dimensions before having drawings reviewed and accepted by the architect prior to construction.

21720

A0

Page 111 of 727

SCHEDULE B ITEMS
TAKEN FROM ACCURATE LAND SURVEYOR'S INC. SURVEY, DATED 10/06/2022.

1. TAXES AND ASSESSMENTS FOR THE YEAR 2015 AND SUBSEQUENT YEARS, WHICH ARE NOT YET DUE AND PAYABLE, NOT A SURVEY MATTER.
2. ANY CLAIM THAT ANY PORTION OF THE INSURED LAND IS SOVEREIGN LANDS OF THE STATE OF FLORIDA INCLUDING SUBMERGED, FILLED OR ARTIFICIALLY EXPOSED LANDS ACCREDITED TO SUCH LAND, THE PROPERTY SHOWN HEREON WAS NOT SUBMERGED AT TIME OF SURVEY.
3. MATTERS AS CONTAINED ON THE PLAT OF OCEAN VUE, AMENDED PLAT OF BLOCKS 12, 13 AND 14 OF OCEAN VUE, AS RECORDED IN PLAT BOOK 16, PAGE 43, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, MATTERS PERTAINING AS ARE SHOWN.
4. THE NATURE, EXTENT OF EXISTENCE OF RIPARIAN RIGHTS IS NOT INSURED, THIS IS NOT A SURVEY MATTER.
5. ANY AND ALL RIGHTS OF THE UNITED STATES OF AMERICA OVER ARTIFICIALLY FILLED LANDS IN WHAT WERE FORMERLY NAVIGABLE WATERS, ARISING BY REASON OF THE UNITED STATES OF AMERICA'S CONTROL OVER NAVIGABLE WATERS IN THE INTEREST OF NAVIGATION AND COMMERCE, AND ANY CONDITIONS CONTAINED IN ANY PERMIT AUTHORIZING THE FILING IN OF SUCH AREAS, THE SUBJECT PROPERTY LIES EASTWARD OF THE EAST RIGHT OF WAY LINE OF THE INTRACOASTAL WATERWAY ACCORDING TO THE ADDRESSED PLAT.
6. RIGHTS OF TENANTS OCCUPYING ALL OR PART OF THE ISSUED LAND UNDER UNRECORDED LEASES OR RENTAL AGREEMENTS, NOT A SURVEY MATTER.
7. MORTGAGE AND SECURITY AGREEMENT EXECUTED BY INTERCOASTAL PROPERTIES IV, LLC, A FLORIDA LIMITED LIABILITY COMPANY, IN FAVOR OF PALLA AMASTASIO, DATED JANUARY 17, 2015, IN THE ORIGINAL PRINCIPAL AMOUNT OF \$1,050,000.00, RECORDED JANUARY 15, 2015 IN INSTRUMENT NUMBER 1127481723, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, NOT A MATTER OF SURVEY.
8. SURVEY PREPARED BY ROBERT L. THOMPSON, PSM NO. 3889 FOR ACCURATE LAND SURVEYOR'S INC., UNDER SKETCH NO. SU-14-4180 DATED DECEMBER 22, 2021, NOT REVIEWED BY SURVEYOR.
9. SEAWALL AND PORTION OF INTRACOASTAL WATERWAY LYING WITHIN THE SUBJECT PROPERTY ALONG THE WEST BOUNDARY, AS ARE SHOWN ON SURVEY.

LEGAL DESCRIPTION
LOTS 11 AND 12, BLOCK 14, OF OCEAN VUE, AMENDED PLAT OF BLOCKS 12, 13, AND 14 OF OCEAN VUE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 16, PAGE 43, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

CERTIFIED TO:
INTRACOASTAL PROPERTIES IV LLC

PROPERTY ADDRESS
513 NE 19TH AVE
DEERFIELD BEACH, FL 33441

ALTA/NSPS LAND TITLE SURVEY
INVOICE # 4410612
SURVEY DATE 12/27/22
ADDITIONAL RIGHT-OF-WAY DATE 01/30/23

FLOOD ZONE X/X0.2X/AE-5
MAP DATE 06/18/14
MAP NUMBER 125101 0179H

TABLE A. OPTIONAL SURVEY ITEMS

ITEM 4. GROSS AREA = 14,333 SQUARE FEET,
(0.33 ACRES) MORE OR LESS
NET AREA = 21,222 SQUARE FEET (0.49 *ACRES)
MORE OR LESS
NET AREA TAKEN TO CENTER OF N.E. 19TH
AVENUE & N.E. 5TH STREET RIGHT OF WAY
ITEM 5. TOTAL NUMBER OF PARKING SPACES IS 8
STANDARD PARKING SPACES.

CURVE TABLE				
NUMBER	DELTA	CHORD BEARING	RADIUS	ARC * LG *
C1	83°38'08"	S.46°59'17"W.	25.00	36.49 33.34

TREE TABLE			
NUMBER	TYPE	SIZE	± HEIGHT
#1	BLACK OLIVE	28"	30'
#2	OAK	10"	30'
#3	OAK	11"	25'
#4	BLACK OLIVE	19"	35'
#5	PALM	9.5"	30'
#6	STRANGLER FIG	4.8"	20'
#7	TREE	(2) X 8"	12'
#8	OAK	14"	15'
#9	OAK	13"	25'
#10	BLACK OLIVE	20"	20'
#11	BLACK OLIVE	18"	20'
#12	OAK	18"	20'
#13	OAK	18"	20'
#14	BLACK OLIVE	9"	15'
#15	BLACK OLIVE	8"	12'
#16	OAK	20"	20'
#17	OAK	9"	15'
#18	SABLE PALM	11"	14'
#19	SABLE PALM	14"	14'
#20	OAK	16"	30'
#21	OAK	32"	30'

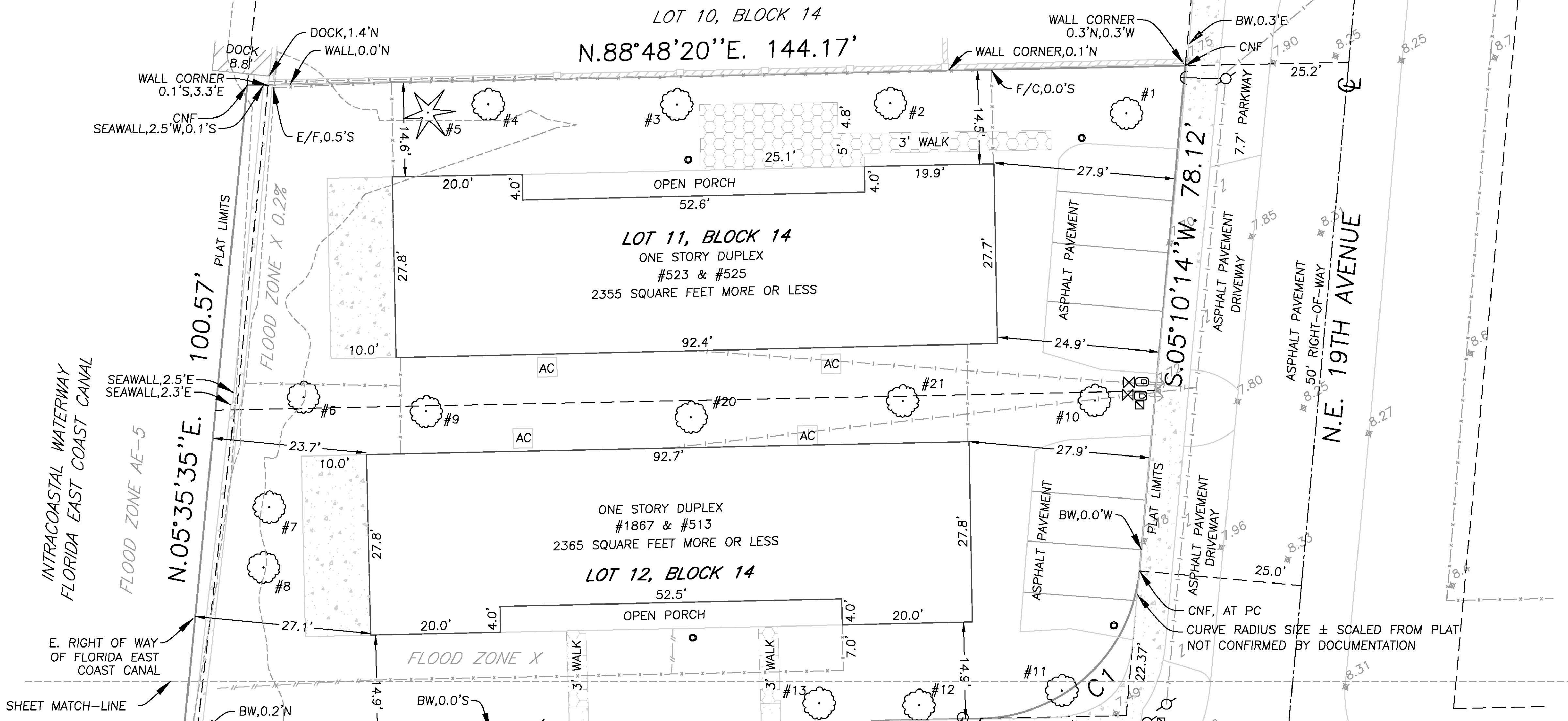
ALTA/NSPS LAND TITLE SURVEY

VICINITY MAP



Scale 1" = 10'

PAGE 1 OF 2



SURVEYOR'S CERTIFICATE
This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 1, 2, 3, 4, 7A, 7B1, 8, 9, 11, 14, 16, 18, 19 of Table A thereof. The field work was completed on December 27, 2022.
Date of Plat or Map: December 28, 2022.

SURVEYOR'S NOTES

1. BASIS OF BEARINGS ASSUMED UNLESS OTHERWISE INDICATED ON SKETCH.
2. LEGAL DESCRIPTION PROVIDED BY CLIENT OR PROPERTY APPRAISER WEBSITE.
3. THE LANDS SHOWN HEREON WERE NOT ABSTRACTED BY THIS OFFICE FOR EASEMENTS, RIGHT-OF-WAYS, OWNERSHIP OR OTHER INSTRUMENTS OF RECORD.
4. UNDERGROUND OR INTERIOR PORTIONS OF FOOTINGS, FOUNDATIONS, WALLS OR OTHER NON-VISIBLE IMPROVEMENTS WERE NOT LOCATED.
5. ELEVATIONS ARE BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988 UNLESS OTHERWISE INDICATED ON SKETCH.
6. FLOOR ELEVATION OBTAINED FROM MAIN ENTRY WAY OF STRUCTURE UNLESS OTHERWISE INDICATED ON SKETCH.
7. FENCE TIES ARE TO THE CENTER-LINE OF FENCE. WALL TIES ARE TO THE FACE OF WALL.
8. IN SOME INSTANCES GRAPHIC REPRESENTATIONS HAVE BEEN ENLARGED TO MORE CLEARLY ILLUSTRATE THE CONTROL, THE LOCATION OF THE IMPROVEMENTS OVER SCALED POSITIONS.
9. THE DIMENSIONS AND DIRECTIONS SHOWN HEREON ARE IN SUBSTANTIAL AGREEMENT WITH RECORD VALUES UNLESS OTHERWISE NOTED.
10. PARTY WALLS ARE CENTERED ON PROPERTY LINE AND ARE 0.7' WIDE UNLESS OTHERWISE NOTED.
11. EXISTING CORNERS FOUND OFFSETS WITNESS PROPERTY CORNERS.
12. OBSTRUCTED CORNERS ARE WITNESSED BY IMPROVEMENTS.
13. NO ATTEMPT WAS MADE TO LOCATE WRITTEN OR UNWRITTEN EASEMENTS OR RIGHTS-OF-WAY, OTHER THAN THOSE SHOWN HEREON.

LEGEND	
FPAL BOX	CATCH BASIN
CONTROL VALVE	CLEAN OUT
GUY ANCHOR	MANHOLE
WATER METER	WELL
FIRE HYDRANT	WATER VALVE
CABLE JUNCTION BOX	
ELECTRIC SERVICE	
POOL EQUIPMENT	
POWER/LIGHT POLE	
SPRINKLER SYSTEM	
BRICK/TILE PAVERS	
CENTERLINE	
CONCRETE/CHAT	
CONCRETE WALL	
ELEVATION	
METAL FENCE	
OVERHEAD WIRES	
WOOD DECK/DOCK	
WOOD/PVC FENCE	

ABBREVIATIONS	
AC	AIR CONDITIONER
AE	ANCHOR EASEMENT
BC	BUILDING CORNER
BM	BENCHMARK
BW	BACK OF WALK
C	CALCULATED
CNF	CORNER NOT FOUND
DE	DRAINAGE EASEMENT
E/F	END/FENCE
EP	EDGE OF PAVEMENT
EW	EDGE OF WATER
F/C	FENCE/CORNER
FF	FINISH FLOOR
F/L	FENCE/LINE
FR	FOUND IRON PIPE
FR	FOUND IRON ROD
FN	FOUND NAIL
FNAD	FOUND NAIL & DISC
FNAT	FOUND NAIL & TAB
FPAL	FLORIDA POWER & LIGHT
GEN	GENERATOR
GAR	GARAGE
INSTR	INSTRUMENT
OP	OPEN PORCH
ORB	OFFICIAL RECORD BOOK
MEAS	MEASURED
NTS	NOT TO SCALE
PL	PLAT BOOK
PC	POINT OF CURVATURE
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
PD	PAGE
PR	POINT OF REVERSE CURVE
PRM	PERMANENT REFERENCE
MON	MONUMENT
PT	POINT OF TANGENCY
R	RECORD
RD	ROAD
RW	RIGHT-OF-WAY
SNAD	SET NAIL & DISC 5495
SPAC	SET 1/2" PIN & CAP 5495
UE	UTILITY EASEMENT

ATLANTIC COAST
SURVEYING, INC.
5241
STATE OF FLORIDA
PAUL SCOTTE WELLS, JR.
PROFESSIONAL LAND SURVEYOR
FLORIDA REGISTRATION NO. 8241
ATLANTIC COAST SURVEYING, INC.
13798 NW 4th Street, Suite 306
Surfside, FL 33335
P: 954.587.2100 E: info@acswb.net

SCHEDULE B ITEMS
TAKEN FROM ACCURATE LAND SURVEYOR'S INC. SURVEY, DATED 10/06/2022.

1. TAXES AND ASSESSMENTS FOR THE YEAR 2015 AND SUBSEQUENT YEARS, WHICH ARE NOT YET DUE AND PAYABLE. NOT A SURVEY MATTER.
2. ANY CLAIM THAT ANY PORTION OF THE INSURED LAND IS SOVEREIGN LANDS OF THE STATE OF FLORIDA, INCLUDING SUBMERGED, FILLED OR ARTIFICIALLY EXPOSED LANDS ACQUIRED TO SUCH LAND, THE PROPERTY SHOWN HEREON WAS NOT SUBMERGED AT TIME OF SURVEY.
3. MATTERS AS CONTAINED ON THE PLAT OF OCEAN VIEW, AMENDED PLAT OF BLOCKS 12, 13 AND 14 OF OCEAN VIEW, AS RECORDED IN PLAT BOOK 16, PAGE 43, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. MATTERS PERTAINING ARE AS SHOWN.
4. THE NATURE, EXTENT OF EXISTENCE OF RIPARIAN RIGHTS IS NOT INSURED. THIS IS NOT A SURVEY MATTER.
5. ANY AND ALL RIGHTS OF THE UNITED STATES OF AMERICA OVER ARTIFICIALLY FILLED LANDS IN WHAT WERE FORMERLY NAVIGABLE WATERS, ARISING BY REASON OF THE UNITED STATES OF AMERICA'S CONTROL OVER NAVIGABLE WATERS IN THE INTEREST OF NAVIGATION AND COMMERCE, AND ANY CONDITIONS CONTAINED IN ANY PERMIT AUTHORIZING THE FILING IN OF SUCH AREAS. THE SUBJECT PROPERTY LIES EASTWARD OF THE EAST RIGHT OF WAY LINE OF THE INTRACASTAL WATERWAY ACCORDING TO THE ADJACENT PLAT.
6. RIGHTS OF TENANTS OCCUPYING ALL OR PART OF THE ISSUED LAND UNDER UNRECORDED LEASES OR RENTAL AGREEMENTS, NOT A SURVEY MATTER.
7. MORTGAGE AND SECURITY AGREEMENT EXECUTED BY INTERCOASTAL PROPERTIES IV, LLC, A FLORIDA LIMITED LIABILITY COMPANY, IN FAVOR OF PAULA AMASISO, DATED JANUARY 17, 2015, IN THE ORIGINAL PRINCIPAL AMOUNT OF \$1,050,000.00, RECORDED JANUARY 15, 2015 IN INSTRUMENT NUMBER 112748172, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. NOT A MATTER OF SURVEY.
8. SURVEY PREPARED BY ROBERT L. THOMPSON, PSM NO. 3889 FOR ACCURATE LAND SURVEYOR'S INC., UNDER SKETCH NO. SU-14-4180 DATED DECEMBER 22, 2014, NOT REVIEWED BY SURVEYOR.
B. SEAWALL AND PORTION OF INTRACASTAL WATERWAY LYING WITHIN THE SUBJECT PROPERTY ALONG THE WEST BOUNDARY. ARE AS SHOWN ON SURVEY.

LEGAL DESCRIPTION
LOTS 11 AND 12, BLOCK 14, OF OCEAN VIEW, AMENDED
PLAT OF BLOCKS 12, 13 AND 14 OF OCEAN VIEW,
ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT
BOOK 16, PAGE 43, OF THE PUBLIC RECORDS OF BROWARD
COUNTY, FLORIDA.

CERTIFIED TO:
INTRACASTAL PROPERTIES IV LLC

PROPERTY ADDRESS
515 NE 19TH AVE
DEERFIELD BEACH, FL 33441

ALTA/NSPS LAND TITLE SURVEY

INVOICE # 4410602

SURVEY DATE 12/27/22

ADDITIONAL RIGHT-OF-WAY DATE 01/30/23

FLOOD ZONE X/10.2X/AE-5

MAP DATE 08/18/14

MAP NUMBER 123101 0179H

TABLE A OPTIONAL SURVEY ITEMS

ITEM 4. GROSS AREA = 14,333 SQUARE FEET,

(0.33 ACRES) MORE OR LESS

NET AREA = 21,202 SQUARE FEET (0.49 *ACRES)

MORE OR LESS

NET AREA TAKEN TO CENTER OF N.E. 19TH

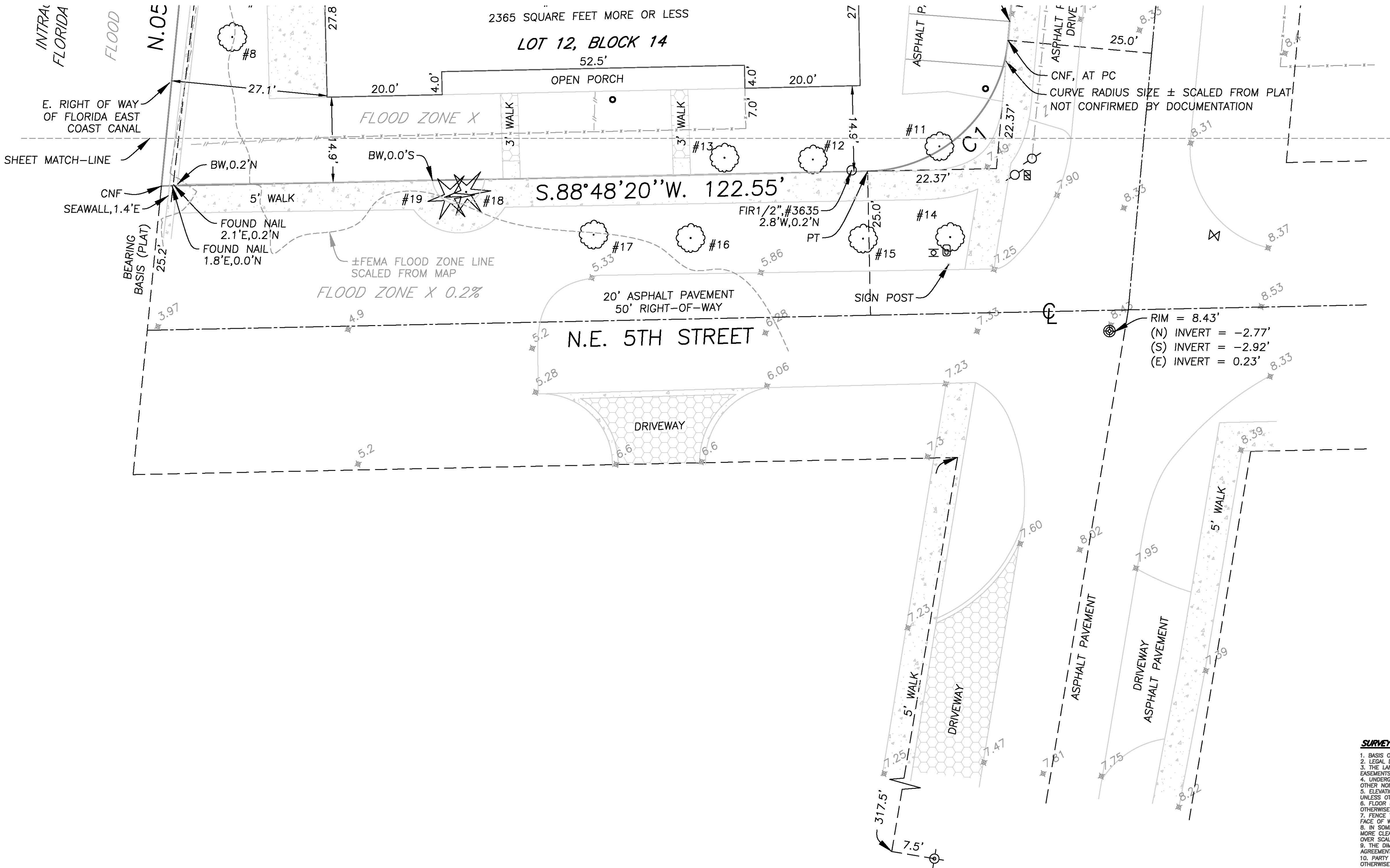
AVENUE & N.E. 5TH STREET RIGHT OF WAY

ITEM 8. TOTAL NUMBER OF PARKING SPACES IS 8

STANDARD PARKING SPACES.

CURVE TABLE				
NUMBER	DELTA	CHORD BEARING	RADIUS	ARC " LC "
C1	83°38'08"	S.46°59'17"W.	125.00	36.49 33.34

TREE TABLE			
NUMBER	TYPE	SIZE	± HEIGHT
#1	BLACK OLIVE	28"	30'
#2	OAK	10"	30'
#3	OAK	11"	25'
#4	BLACK OLIVE	19"	35'
#5	PALM	9.5"	30'
#6	STRANGLER FIG	48"	20'
#7	TREE	(2) X 8"	12'
#8	OAK	14"	15'
#9	OAK	13"	25'
#10	BLACK OLIVE	20"	20'
#11	BLACK OLIVE	18"	20'
#12	OAK	18"	20'
#13	OAK	18"	20'
#14	BLACK OLIVE	9"	15'
#15	BLACK OLIVE	8"	12'
#16	OAK	20"	20'
#17	OAK	9"	15'
#18	SABLE PALM	11"	14'
#19	SABLE PALM	14"	14'
#20	OAK	18"	30'
#21	OAK	32"	30'



SURVEYOR'S CERTIFICATE
This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and include items 1, 2, 3, 4, 7A, 7B1, 8, 9, 11, 14, 16, 18, 19 of Table A thereof. The field work was completed on December 27, 2022.
Date of Plat or Map: December 28, 2022.

SURVEYOR'S NOTES

1. BASIS OF BEARINGS ASSUMED UNLESS OTHERWISE INDICATED ON SKETCH.
2. LEGAL DESCRIPTION PROVIDED BY CLIENT OR PROPERTY APPRAISER WEBSITE.
3. THE LANDS SHOWN HEREON WERE NOT ABSTRACTED BY THIS OFFICE FOR EASEMENTS, RIGHT-OF-WAYS, OWNERSHIP OR OTHER INSTRUMENTS OF RECORD.
4. UNDERGROUND OR INTERIOR PORTIONS OF FOOTINGS, FOUNDATIONS, WALLS OR OTHER NON-VISIBLE IMPROVEMENTS WERE NOT LOCATED.
5. ELEVATIONS ARE BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988 UNLESS OTHERWISE INDICATED ON SKETCH.
6. FLOOR ELEVATION OBTAINED FROM MAIN ENTRY WAY OF STRUCTURE UNLESS OTHERWISE INDICATED ON SKETCH.
7. FENCE TIES ARE TO THE CENTER-LINE OF FENCE. WALL TIES ARE TO THE FACE OF WALL.
8. IN SOME INSTANCES GRAPHIC REPRESENTATIONS HAVE BEEN EXAGGERATED TO MORE CLEARLY ILLUSTRATE THE CONTROL, THE LOCATION OF THE IMPROVEMENTS OVER SCALED POSITIONS.
9. THE DIMENSIONS AND DIRECTIONS SHOWN HEREON ARE IN SUBSTANTIAL AGREEMENT WITH RECORD VALUES UNLESS OTHERWISE NOTED.
10. PARTY WALLS ARE CENTERED ON PROPERTY LINE AND ARE 0.7' WIDE UNLESS OTHERWISE NOTED.
11. EXISTING CORNERS FOUND OFFSETS WITNESS PROPERTY CORNERS.
12. OBSTRUCTED CORNERS ARE WITNESSED BY IMPROVEMENTS.
13. NO ATTEMPT WAS MADE TO LOCATE WRITTEN OR UNWRITTEN EASEMENTS OR RIGHTS-OF-WAY, OTHER THAN THOSE SHOWN HEREON.

- LEGEND**
- FP&L BOX
 - CONTROL VALVE
 - GUY ANCHOR
 - WATER METER
 - FIRE HYDRANT
 - CABLE JUNCTION BOX
 - ELECTRIC SERVICE
 - POOL EQUIPMENT
 - POWER/LIGHT POLE
 - SPRINKLER SYSTEM
 - BRICK/TILE PAVERS
 - CENTERLINE
 - CONCRETE/CHAT
 - CONCRETE WALL
 - ELEVATION
 - METAL FENCE
 - OVERHEAD WIRES
 - WOOD DECK/DOCK
 - WOOD/PVC FENCE
 - CATCH BASIN
 - CLEAN OUT
 - MANHOLE
 - WELL
 - WATER VALVE

- ABBREVIATIONS**
- AC AIR CONDITIONER
 - AE ANCHOR EASEMENT
 - BC BUILDING CORNER
 - BM BENCHMARK
 - BW BACK OF WALK
 - C CALCULATED
 - CNF CORNER NOT FOUND
 - DE BRANCH EASEMENT
 - E/F END/FENCE
 - EP EDGE OF PAVEMENT
 - EW EDGE OF WATER
 - F/C FENCE/CORNER
 - FF FINISH FLOOR
 - F/L FENCE/LINE
 - FP FOUND IRON PIPE
 FR FOUND IRON ROD | - FN FOUND NAIL
 - FN&D FOUND NAIL & DISC
 - FN&T FOUND NAIL & TAG
 - FP&L FLORIDA POWER & LIGHT
 - GAR GARAGE
 - GEN GENERATOR
 - INSTR INSTRUMENT
 - ORB OFFICIAL RECORD BOOK
 - M MEASURED
 - NTS NOT TO SCALE
 - PE PLAT BOOK
 - PC POINT OF CURVATURE
 - POB POINT OF BEGINNING
 - POC POINT OF COMMENCEMENT
 - PG PAGE
 - PRO POINT OF REVERSE CURVE
 - PRM PERMANENT REFERENCE
 - R RECORD
 - PT POINT OF TANGENCY
 - RAD RAD
 - RW RIGHT-OF-WAY
 - SH&D SET NAIL & DISC 5485
 - SP SCREENED PORCH
 - UE UTILITY EASEMENT

ATLANTIC COAST SURVEYING, INC.
PAUL R. STONEMATE OF
PROFESSIONAL LAND SURVEYOR
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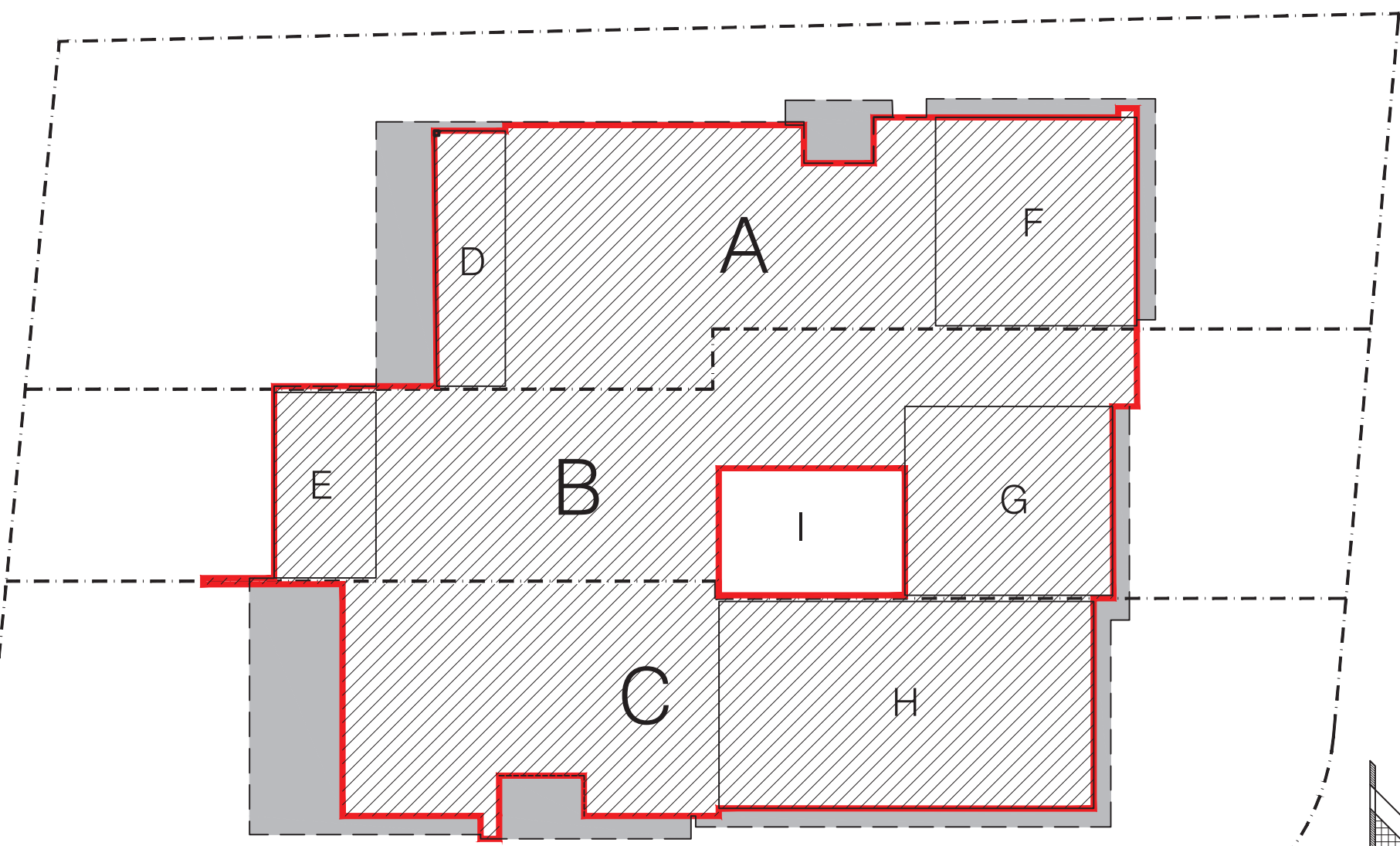
SITE DATA TABLE				
SITE = 14,333 SF (0.33 Acres)				
ZONING:		RM-10		
LAND USE DESIGNATION:		RESIDENCE, MULTIFAMILY		
PROPOSED BUILDING USE:		RESIDENTIAL		
NUMBER OF DWELLING UNITS:		3		
BEDROOMS COUNT:				
	1st FLOOR	2nd FLOOR	3rd FLOOR	TOTAL
UNIT #513	1	1	3	5
UNIT #523		2	1	3
UNIT #525		2	2	4
TOTAL				12
UNIT AREAS (S.F.):				
	1st FLOOR	2nd FLOOR	3rd FLOOR	TOTAL
UNIT #513	983	1565	1586	4134 S.F.
UNIT #523	1111	1530	917	3558 S.F.
UNIT #525	1137	1270	1347	3754 S.F.
TOTAL				11,446 S.F.
		REQUIRED	PROPOSED	
BUILDING MAXIMUM HEIGHT		55'-0"	47'-6"	
MINIMUM LOT AREA		4,400 SF	14,333 SF	
LOT COVERAGE		40%	39% (see break down on this page)	
TOTAL LANDSCAPE (PERVIOUS AREA)		35% min.	35.8 %- 5,140 sf	
IMPERVIOUS AREA		65% max.	64.2 %- 9,191 sf	
FAR		80% max.	79%	
GROSS ACREAGE		0.49 Acres (21,202 SF)		
NET ACREAGE		0.33 Acres (14,333 SF)		
BUILDING SETBACKS				
	REQUIRED	PROPOSED		
FRONT (NE 19TH AVENUE)	25 FEET	25 FEET		
SIDE (INTERIOR)	10 FEET	10 FEET		
CORNER SIDE	15 FEET	15 FEET		
REAR (WATER FRONT)	20 FEET	20 FEET		
PARKING				
	REQUIRED	PROPOSED		
UNIT #513	2	4		
UNIT #523	2	2		
UNIT #525	2	2		

SITE PLAN LEGEND	
	RENDERING REFERENCE
	RETAINING WALL

NOTES LEGEND	
1	42" HIGH ALUMINUM GUARDRAIL REQUIRED FOR 30" INCH DROP OR GREATER, BY OTHERS, PROVIDE SHOP DRAWINGS (TYP).
2	DASHED LINE DENOTES RETAINING WALL.
3	WOOD DOCK, FINGER PIER & PIER STEPS BY OTHERS, VERIFY ELEVATIONS, DIMENSIONS & NUMBER OF STEPS WITH DOCK DRAWINGS.
4	2" HIGH CMU PRIVACY WALL WITH WATERFALL FEATURE INTO POOL (BY POOL COMPANY).
5	6" HIGH CMU PRIVACY WALL WITH WATERFALL INTO POOL.
6	2" HIGH CMU PRIVACY WALL WITH 2" HIGH HEDGE.
7	ACCESS GATE BY OTHERS, PROVIDE SHOP DRAWINGS (TYP).
8	DASHED LINE DENOTES INTERSECTION VISIBILITY TRIANGLE.

NOTE: OFF STREET PARKING SPACES ARE NOT REQUIRED. TWO OR MORE PARKING SPACES PER UNIT PROVIDED.

NOTE: DOCK SHOWN FOR REFERENCE ONLY. SEPARATE PERMIT BY RAY QUALMANN MARINE CONSTRUCTION, INC.



COVERED AREAS BETWEEN THE ROOF OVERHANGS AND THE EXTERIOR WALLS		
A+B+C	AREAS BETWEEN EXTERIOR WALLS	5,229 S.F.
D	AREA BETWEEN EXTERIOR WALLS AND EXTERIOR FACES OF SUPPORTING COLUMNS (COVERED PATIO FOR UNIT #525)	206 S.F.
E	AREA BETWEEN EXTERIOR WALLS AND ALONG FOUNDATION WALL LINE (COVERED PATIO FOR UNIT #523)	209 S.F.
F+G+H	CARPORTS	1,836 S.F.
I	COURTYARD (OPEN AREA, NOT COUNTED TOWARDS THE LOT COVERAGE CALCULATION)	
	AREAS COVERED BY THE ROOF MEASURED ALONG THE EXTERIOR FACES OF THE WALLS, OR ALONG THE FOUNDATION WALL LINE, OR BETWEEN THE EXTERIOR FACES OF SUPPORTING COLUMNS.	5,724 S.F.
LOT COVERAGE = 5,724 S.F. / 14,333 SF (LOT SIZE) = 39.94 %		

LOT COVERAGE PLAN
SCALE: 1" = 10'- 0"

NOTES:
- BUILDING TO BE FIRE- SPRINKLERED.

- TWO-WAY RADIO ENHANCEMENT SYSTEM TO BE PROVIDED AT THE TIME OF BUILDING PERMIT SUBMITTAL, IF REQUIRED.

SITE PLAN
SCALE: 1" = 10'- 0"



NEW TOWNHOMES
RESIDENCES FOR:
BOVA TOWNHOUSES
513/525 NE 19TH AVE
DEERFIELD BEACH FL 33441

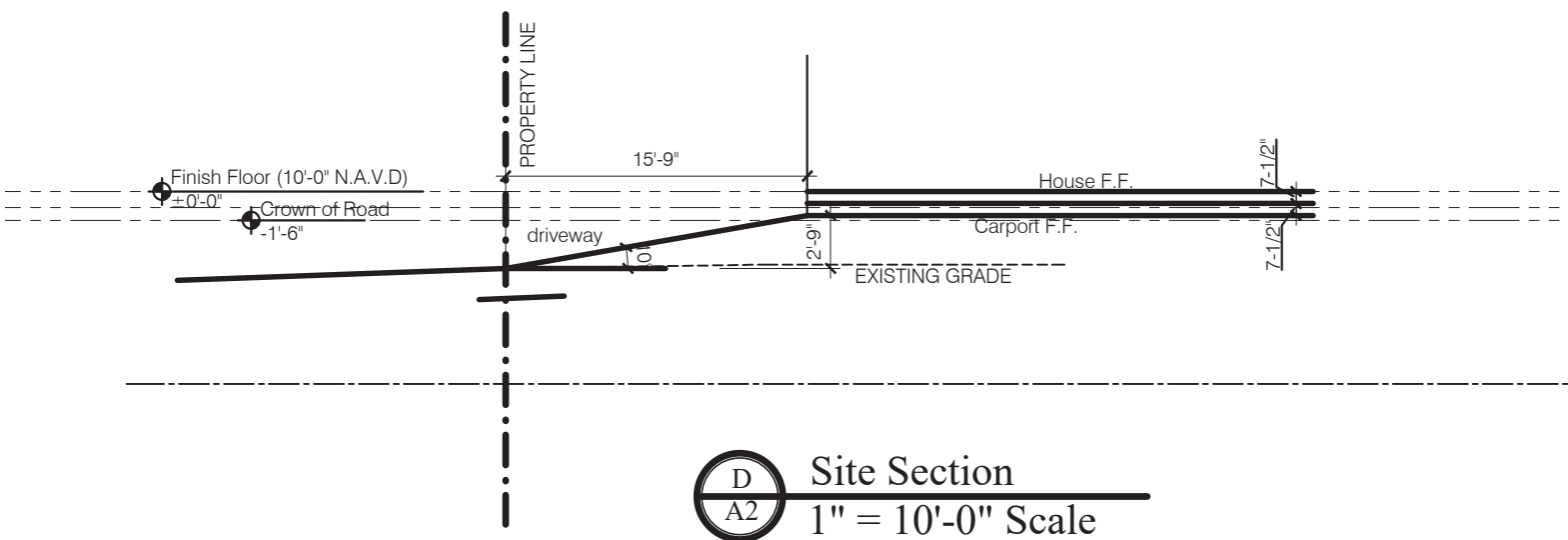
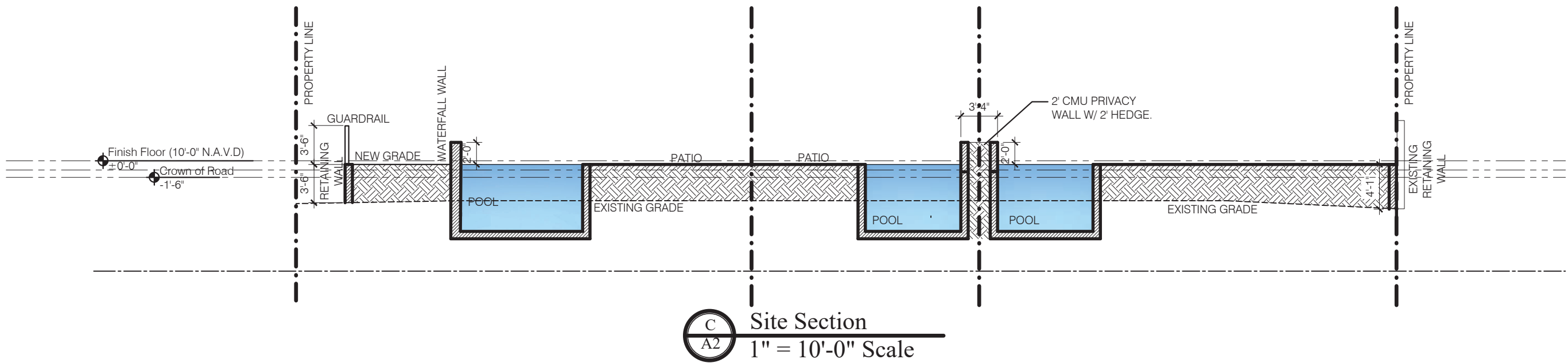
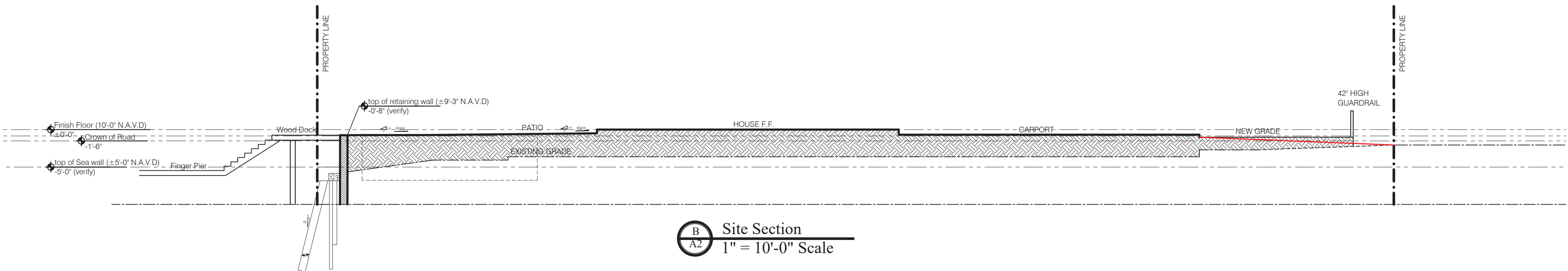
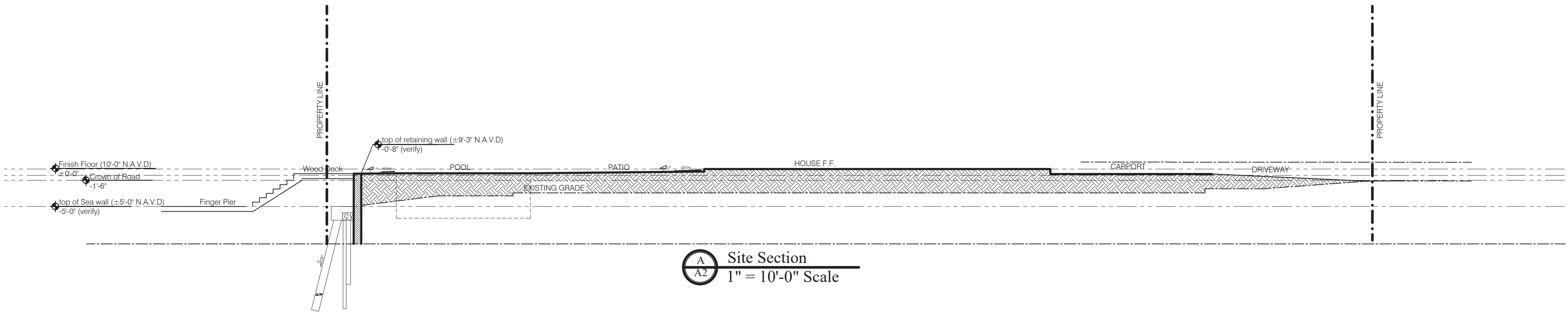
JOHN SHERMAN REED
ARCHITECT
FL LICENSE# AR9571

JSR DESIGN GROUP INC.
1 WEST CAMINO REAL SUITE 107E
BOCA RATON, FL 33432
PH. 561-362-7203
AA26002033

1 City comments/
Arch. revs.
02/07/23

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21720
A1



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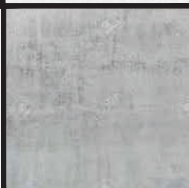
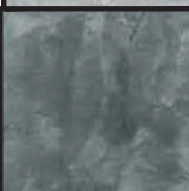
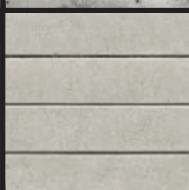
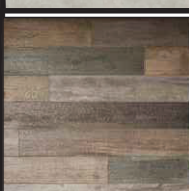
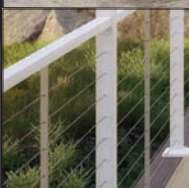
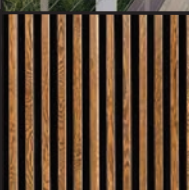
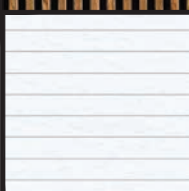
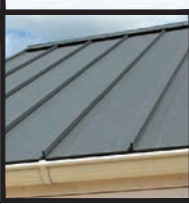
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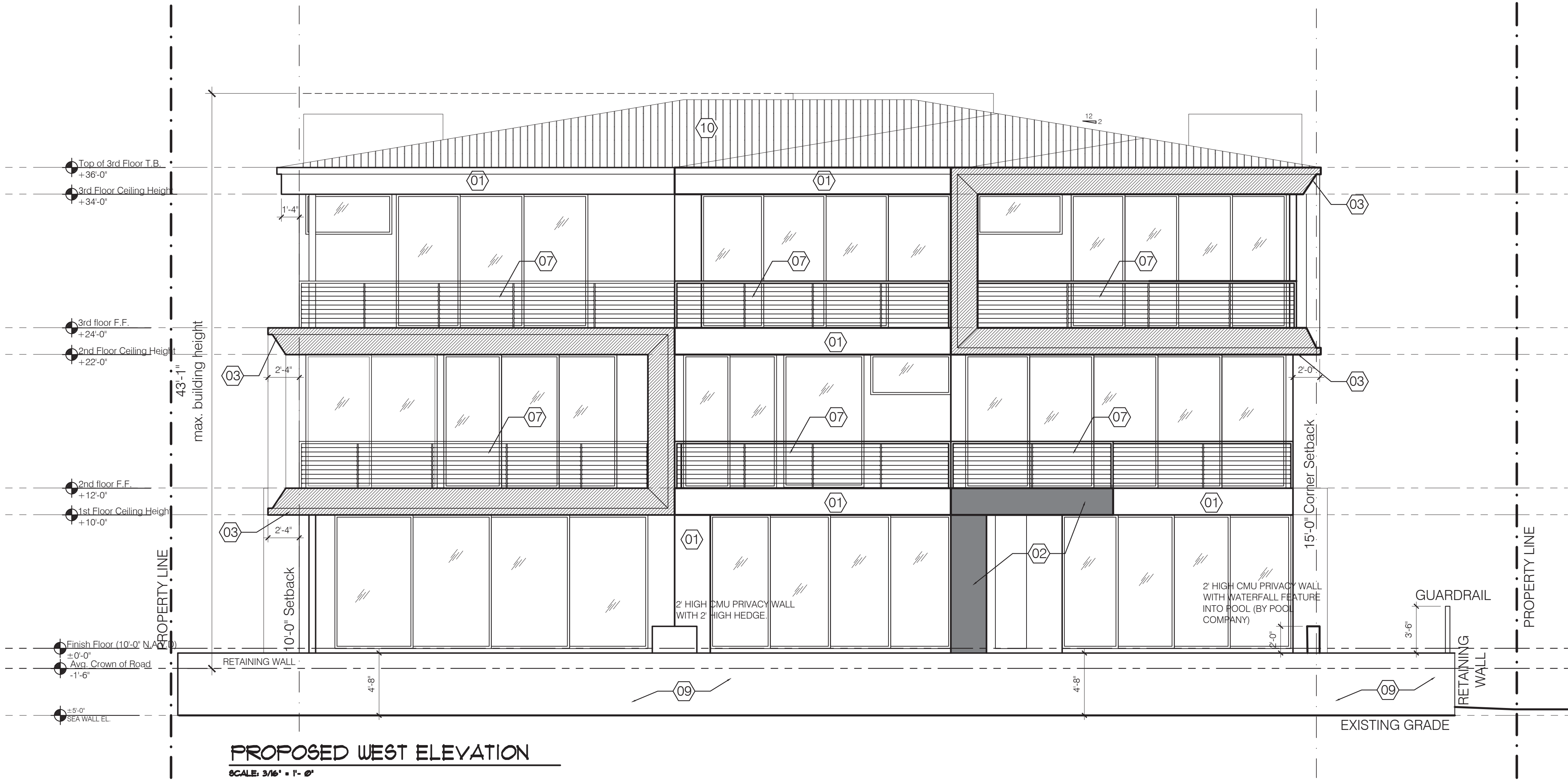
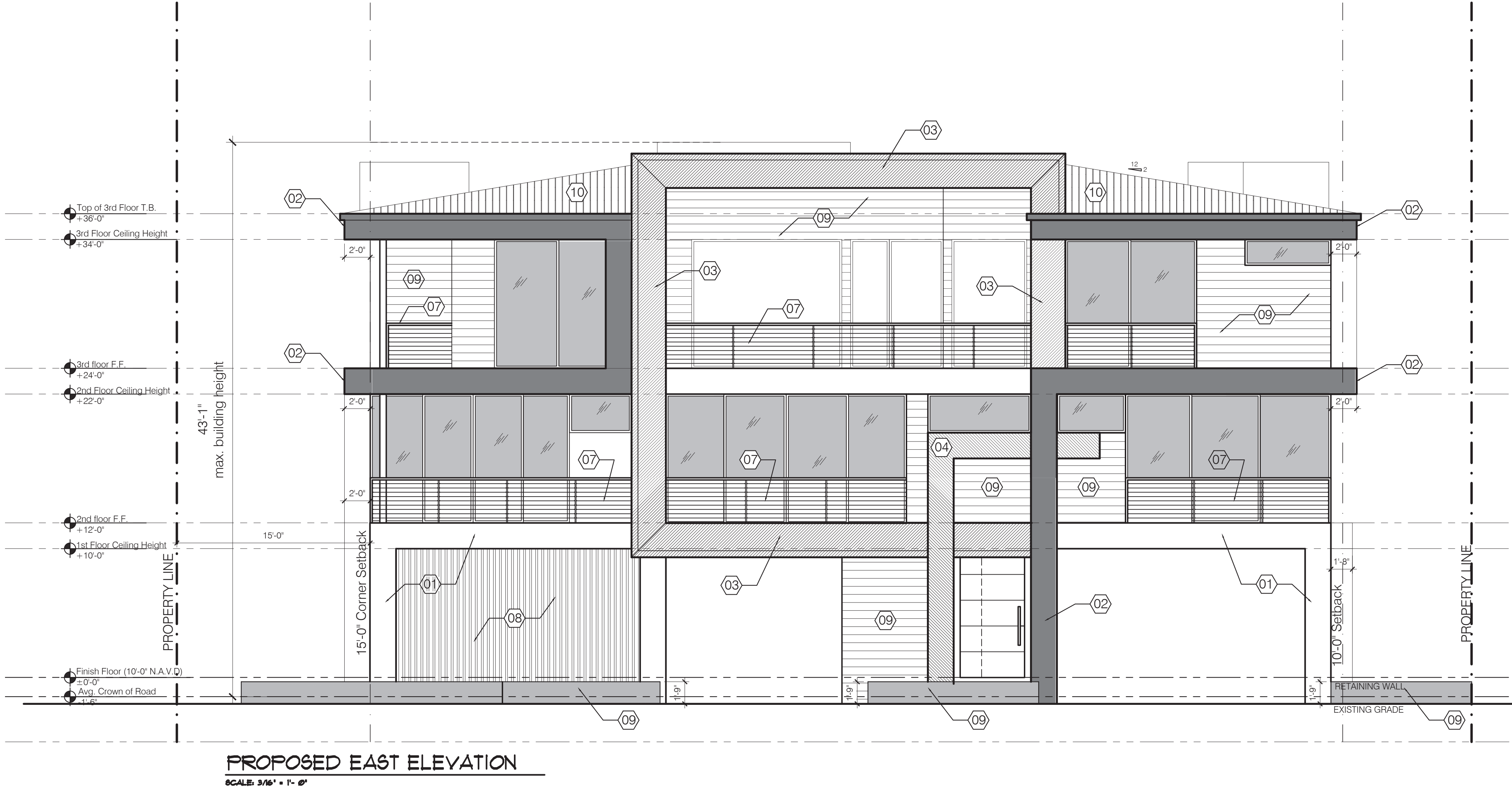
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21720

A2

	01 WHITE STUCCO
	02 GRAY STUCCO
	03 LIGHT CHARCOAL STUCCO
	04 EXPOSED CONCRETE WITH HORIZONTAL SLATS (WOOD FORM)
	05 GRAY STUCCO WITH SCORE LINES
	06 WOOD LOOK TILE
	07 WHITE METAL CABLE GUADRAIL
	08 WOOD VERTICAL LOUVERS
	09 8" WHITE SIDING
	10 STANDING SEAM METAL ROOF



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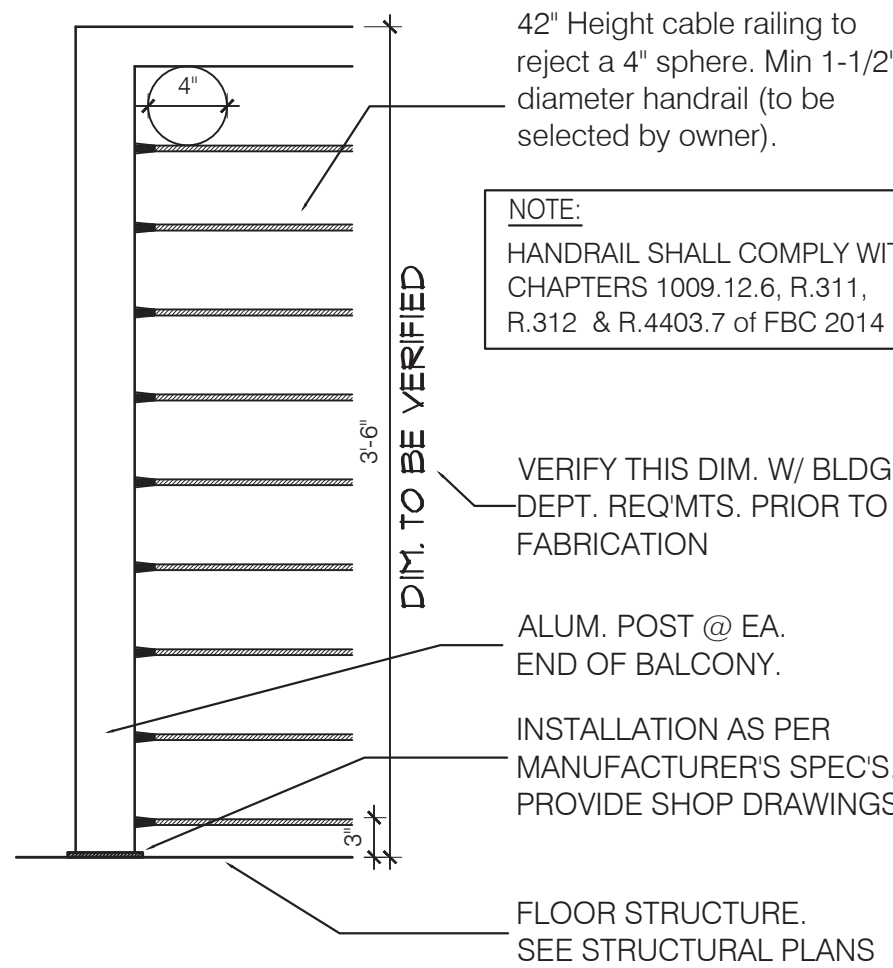
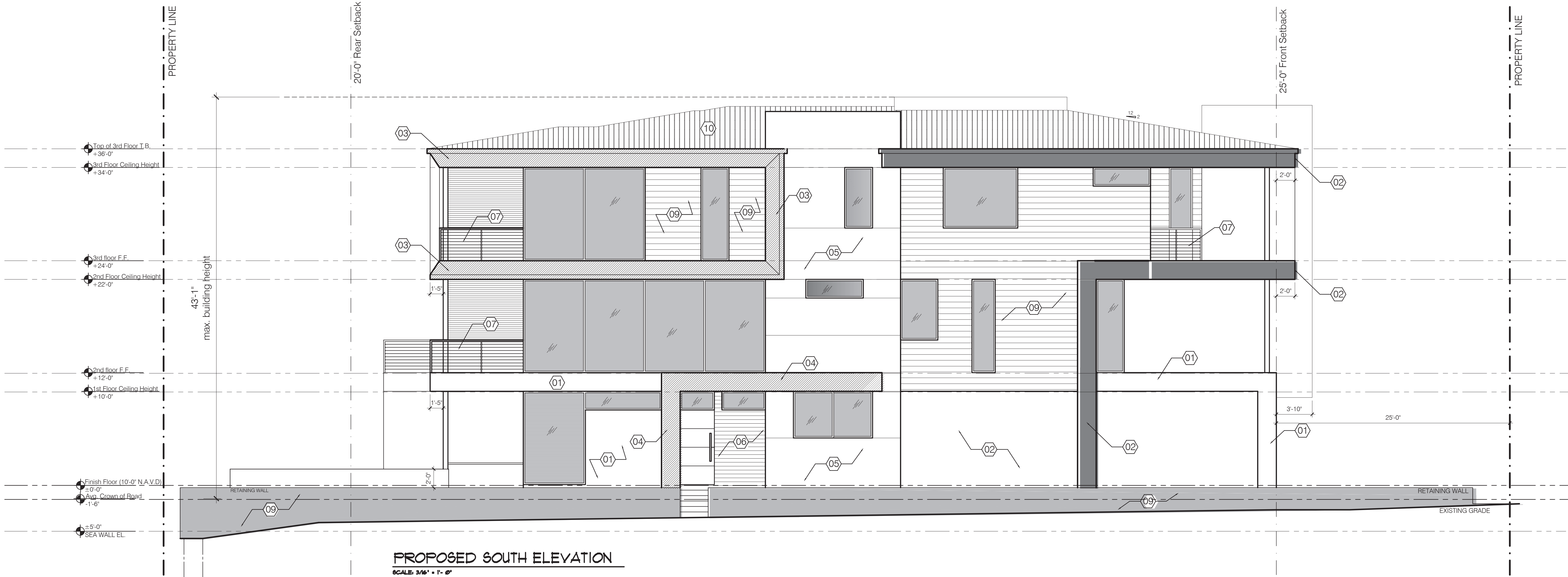
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21720

A3



Guardrail Detail
SCALE: 1/2" = 1'-0"

42" Height cable railing to reject a 4" sphere. Min 1-1/2" diameter handrail (to be selected by owner).

NOTE:
HANDRAIL SHALL COMPLY WITH CHAPTERS 1009.12.6, R.311, R.312 & R.4403.7 of FBC 2014

VERIFY THIS DIM. W/ BLDG. DEPT. REQ'MTS. PRIOR TO FABRICATION

ALUM. POST @ EA. END OF BALCONY.

INSTALLATION AS PER MANUFACTURER'S SPEC'S. PROVIDE SHOP DRAWINGS.

FLOOR STRUCTURE. SEE STRUCTURAL PLANS

FBC. R 4403.7.3.6.1
HANDRAILS AND GUARDRAILS SHALL RESIST A LOAD OF 50 lb. PER LINEAL FOOT OR A CONCENTRATED LOAD OF 200 lb. APPLIED AT ANY POINT & IN ANY DIRECTION. THE REACTIONS AND STRESSES CAUSED BY THE ABOVE REFERENCED UNIFORM AND CONCENTRATED LOADS SHALL BE CONSIDERED NOT TO BE ACTING SIMULTANEOUSLY.

FBC. R 312 / R 4403.7.3.5
GUARDRAILS SHALL FORM A VERTICAL PROTECTIVE BARRIER NOT LESS THAN 42 INCHES HIGH. OPEN GUARDRAILS SHALL HAVE INTERMEDIATE RAILS OR ORNAMENTAL PATTERN SUCH THAT A 4 INCH DIA. SPHERE CANNOT PASS THROUGH ANY OPENING UP TO A HEIGHT OF 34 INCHES. A BOTTOM RAIL OR CURB SHALL BE PROVIDED THAT WILL REJECT THE PASSAGE OF 2 INCH DIA. SPHERE.

NOTE:
GUARDRAIL TO BE MINIMUM 75% TRANSPARENT TO ALLOW UNOBSTRUCTED VIEW.

	01 WHITE STUCCO
	02 GRAY STUCCO
	03 LIGHT CHARCOAL STUCCO
	04 EXPOSED CONCRETE WITH HORIZONTAL SLATS (WOOD FORM)
	05 GRAY STUCCO WITH SCORE LINES
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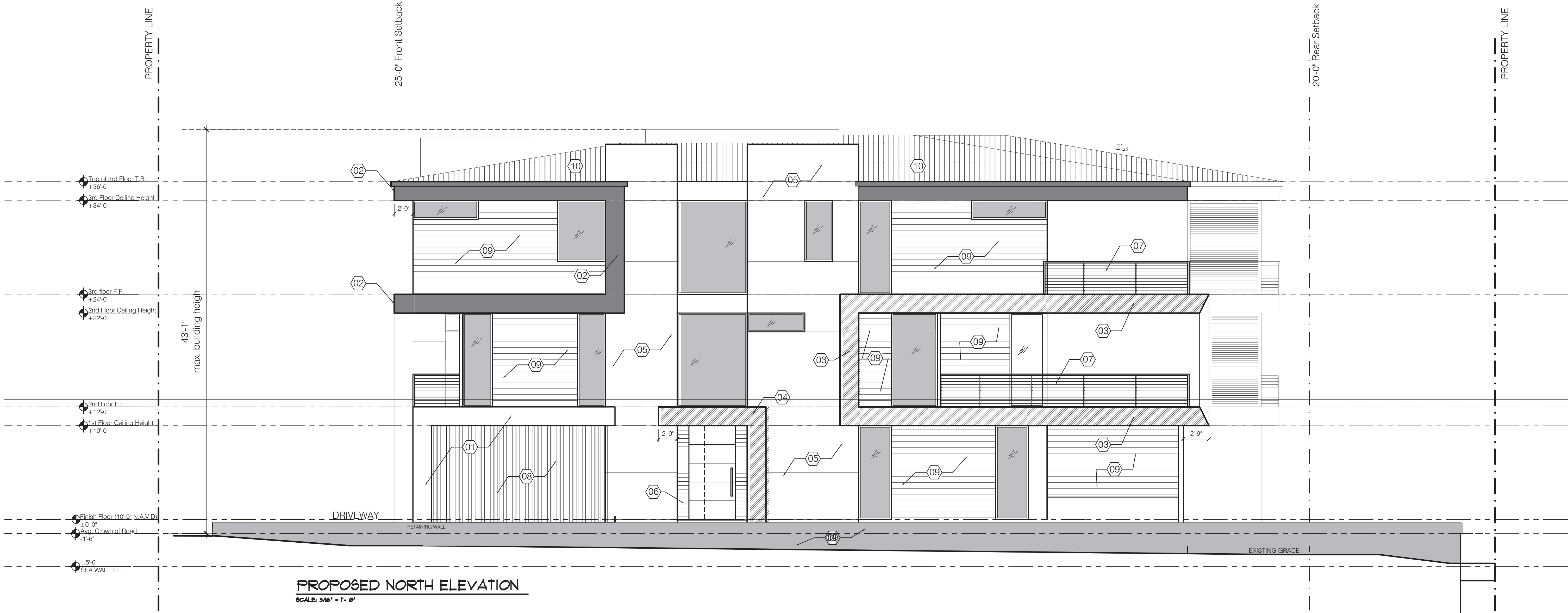
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21720

A4



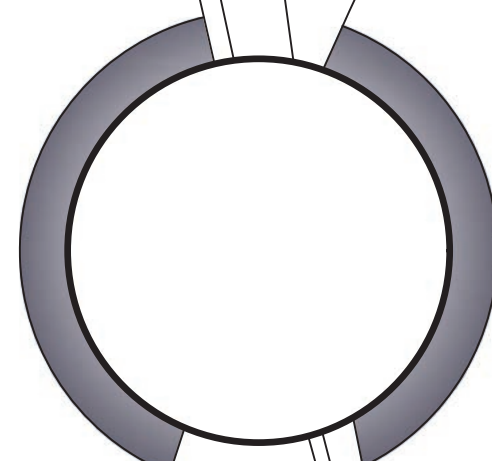
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21720

A5



NEW TOWNHOMES
RESIDENCES FOR:
BOVA TOWNHOUSES
513/525 NE 19TH AVE
DEERFIELD BEACH FL 33441

JOHN SHERMAN REED
ARCHITECT
FL LICENSE# AR95171

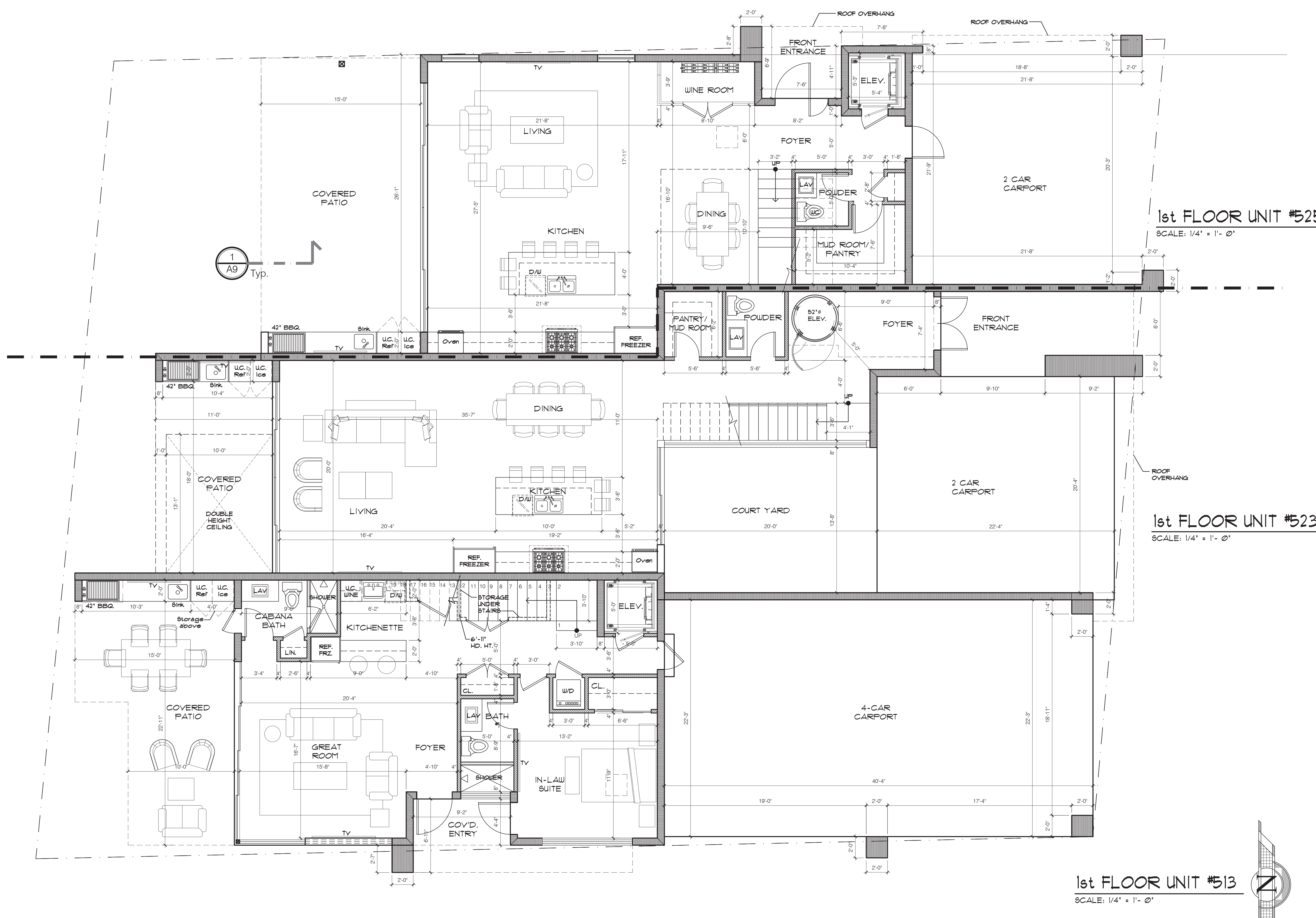
JSR DESIGN GROUP INC.
1 WEST CAMINO REAL SUITE 107E
BOCA RATON, FL 33432
PH: 561-362-7203
A26002033



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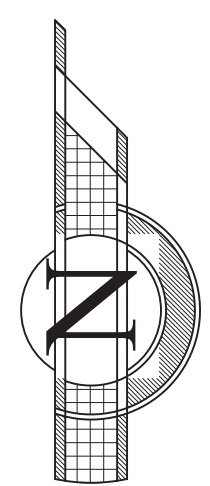
A6



1st FLOOR UNIT #525
SCALE: 1/4" = 1'- 0"

1st FLOOR UNIT #523
SCALE: 1/4" = 1'- 0"

1st FLOOR UNIT #513
SCALE: 1/4" = 1'- 0"





NEW SINGLE FAMILY
RESIDENCES FOR:
BOVA TOWNHOUSES
513/525 NE 19TH AVE
DEERFIELD BEACH FL 33441

JOHN SHERMAN REED
ARCHITECT
FL LICENSE # AR 95171

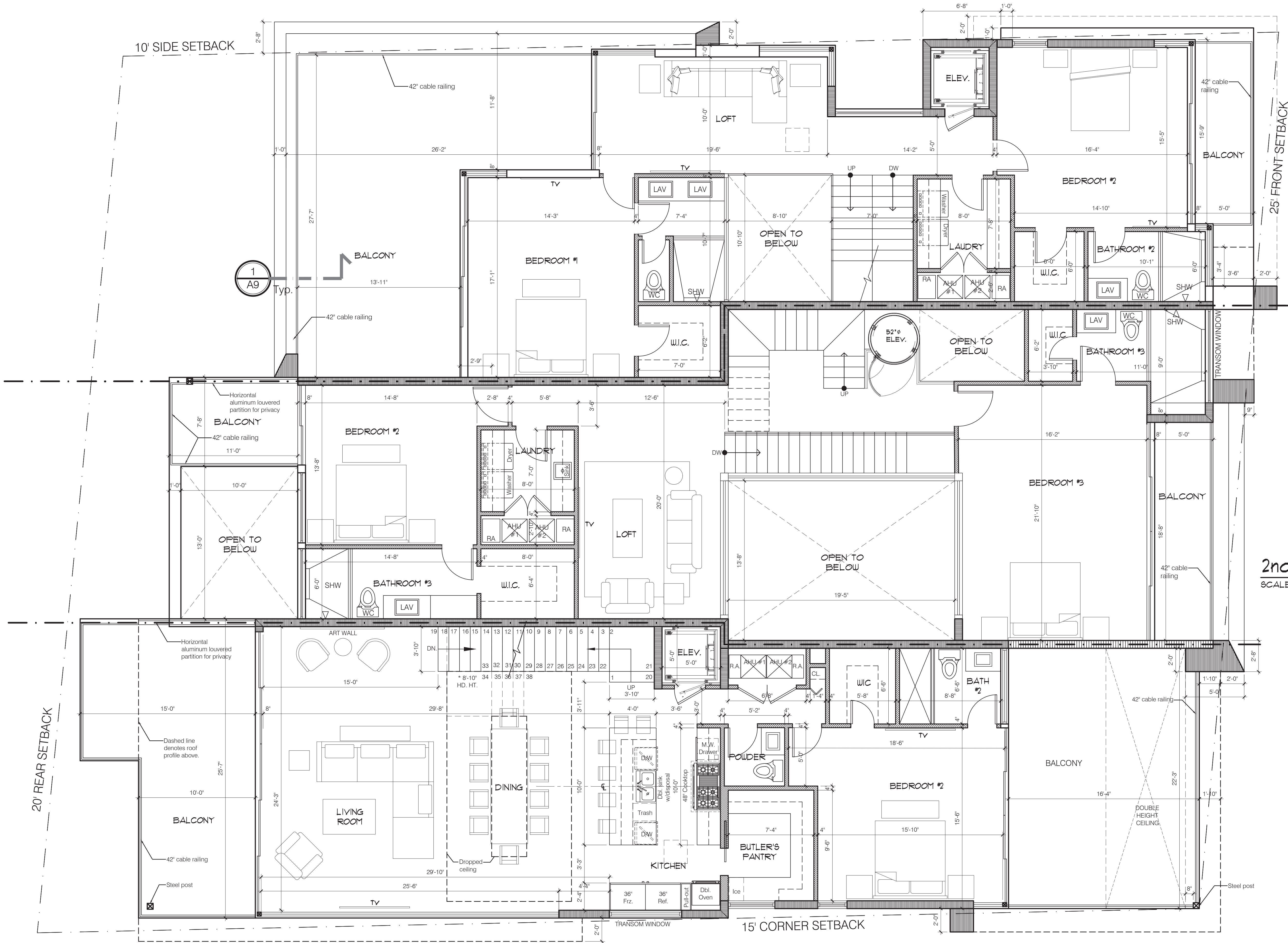
JSR DESIGN GROUP INC.
1 WEST CAMINO REAL SUITE 117E
BOCA RATON, FL 33432
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AZ26002033

1 City comments/
Arch. revs.
02/07/23

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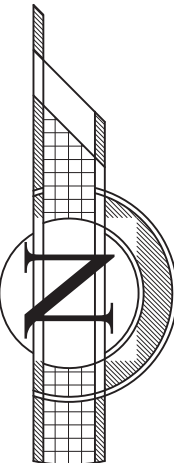
A7



2nd FLOOR UNIT #525
SCALE: 1/4" = 1'- 0"

2nd FLOOR UNIT #523
SCALE: 1/4" = 1'- 0"

2nd FLOOR UNIT #513
SCALE: 1/4" = 1'- 0"



20' REAR SETBACK

10' SIDE SETBACK

15' CORNER SETBACK

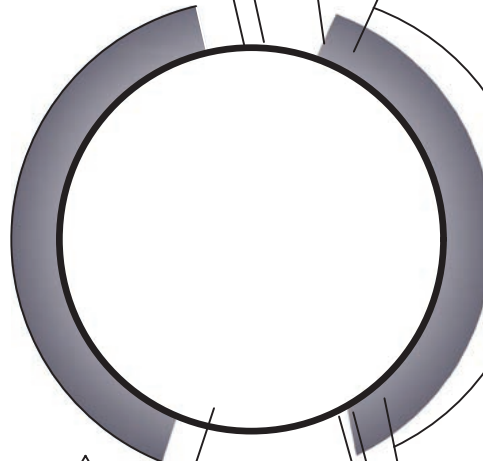
25' FRONT SETBACK



NEW SINGLE FAMILY
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513/525 NE 19TH AVE
DEERFIELD BEACH FL 33441

JOHN SHERMAN REED
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FL LICENSE# AR 95171

JSR DESIGN GROUP INC.
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BOCA RATON, FL 33432
PH: 561-362-7203
AA26002033

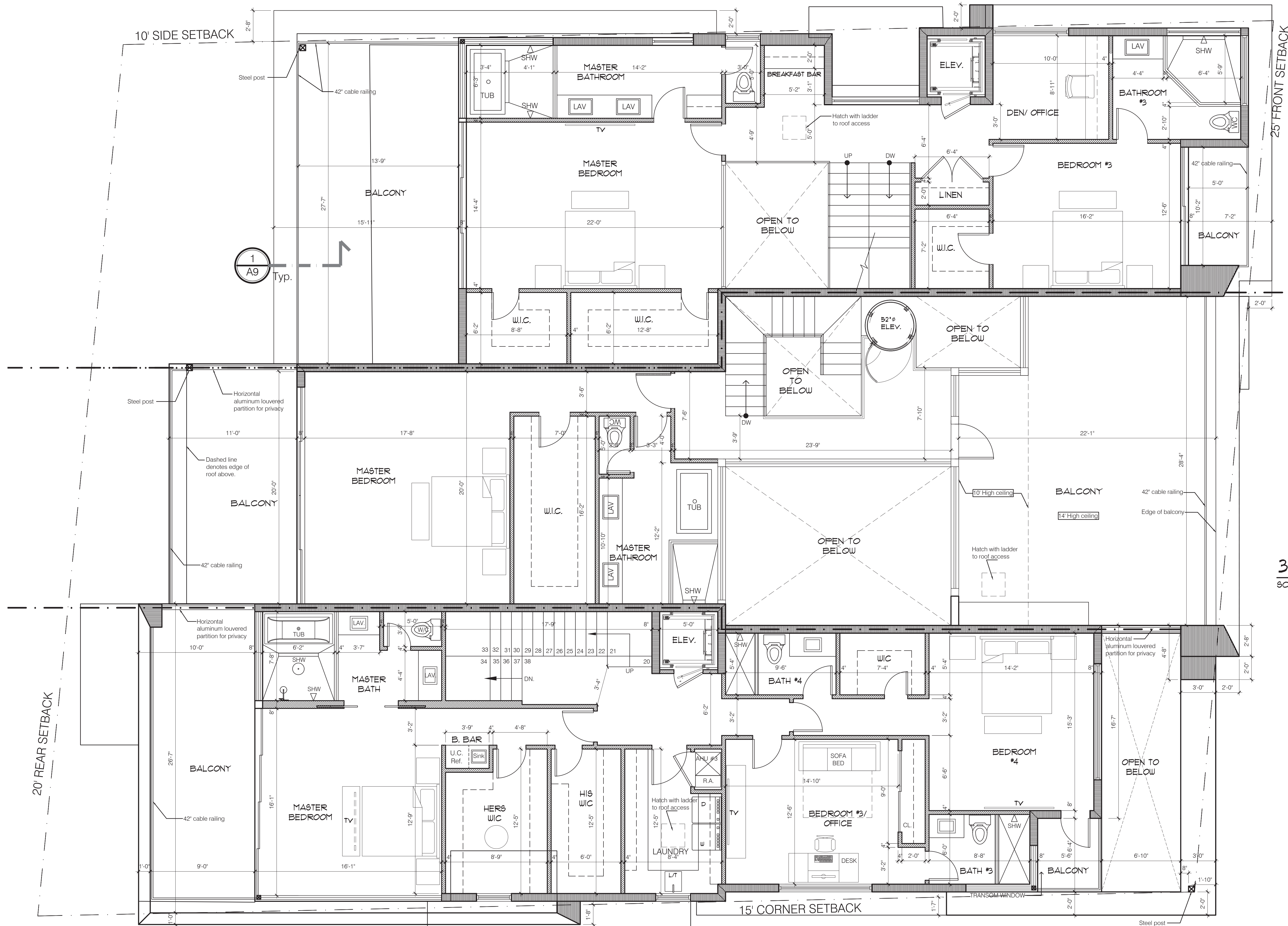


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02/07/23

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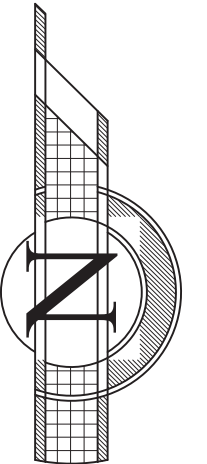
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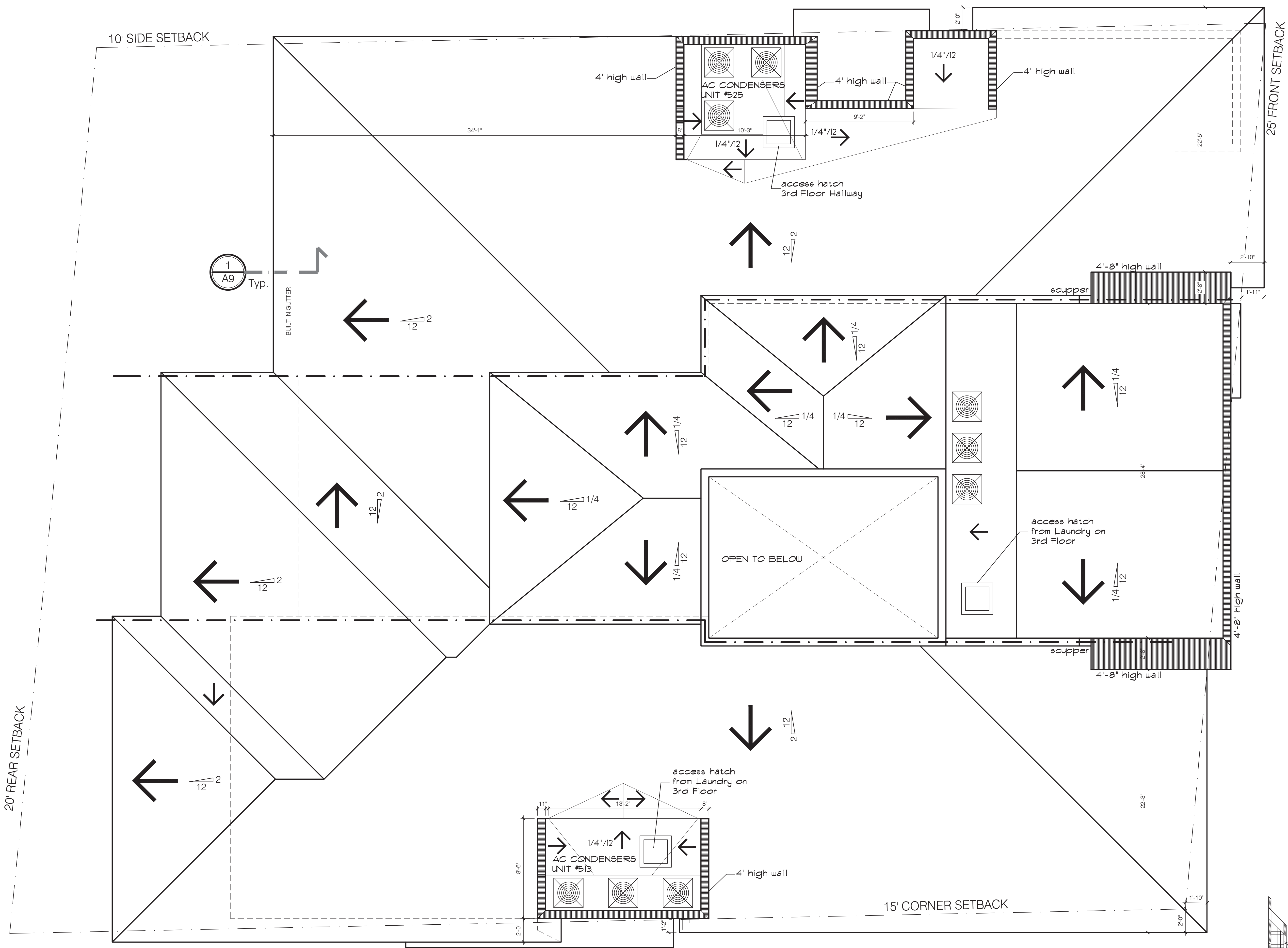


3rd FLOOR UNIT #525
SCALE: 1/4" = 1'- 0"

3rd FLOOR UNIT #523
SCALE: 1/4" = 1'- 0"

3rd FLOOR UNIT #513
SCALE: 1/4" = 1'- 0"





ROOF PLAN
SCALE: 1/4" = 1'-0"



NEW SINGLE FAMILY
RESIDENCES FOR:
BOVA TOWNHOUSES
513/525 NE 19TH AVE
DEERFIELD BEACH FL 33441

JOHN SHERMAN REED
ARCHITECT
FL LICENSE# AR05171

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1 WEST CAMINO REAL SUITE 107E
BOCA RATON, FL 33432
PH: 561-362-7203
AA26002033

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02/07/23

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21720

A9

EXISTING TREE LIST			
SURVEY TREE#**	TREE#	NAME/ CONDITION	DISPOSITION
14	1	Mahogany Swietenia mahoganii	TBR
11	2	Black Olive Bucida buceras	TBR
10	3	Black Olive Bucida buceras	TBR
2	4	Mahogany Swietenia mahoganii	TBR
24	5	Mahogany Swietenia mahoganii	TBR
1	6	Black Olive Bucida buceras	TBR
2	7	Mahogany Swietenia mahoganii	TBR
3	8	Mahogany Swietenia mahoganii	TBR
4	9	Black Olive Bucida buceras	TBR
5	10	Foxtail palm Woodworthia bifurcata	TBR
11	11	Missing Tree na	
8	12	Mahogany Swietenia mahoganii	TBR
6	13	Weeping fig ficus Ficus benjamina	TBR
7	14	Pink Tabebuia Tabebuia rosea	TBR
8	15	Mahogany Swietenia mahoganii	TBR
16	16	Carrot wood stump Cupaniopsis anacardioides	TBR
17	17	Sabal palm obl. Sabal palmetto	TBR
12	18	Mahogany Swietenia mahoganii	TBR
15	19	Black Olive Bucida buceras	TBR
15	20	Live Oak Quercus virginiana	TBR
17	21	Live Oak Quercus virginiana	TBR
13	22	Pongam Millettia pinnata	TBR

REL. = RELOCATE
TBR. = TO BE REMOVED
TR. = TO REMAIN
**-. (SEE ATLANTIC COAST SURVEY DATED 12/27/22)

MITIGATION TREE TABLE									
TREE#	TYPE	SIZE	± HEIGHT	± DBH	± SPREAD	CT	CONDITION/ RATING	VALUES	DISPOSITION
1	BLACK OLIVE	28"	30'	82"	12"		35%	1:1	TBR
2	OAK	10"	30'	47"	8"		32% low crotch	1:1	TBR
3	OAK	11"	25'	41"	8"		20% poor trimming	1:1	TBR
4	BLACK OLIVE	19"	35'	67"	14"		40%	1:1	TBR
5	PALM, FOXTAIL	9.5"	30'	34"	8"	20'	45% thin trunk shaded	1:1	TBR
6	FICUS BENJAMINA	48"	20'	134"	12"		40% storm damage	EXEMPT	TBR
7	YELLOW TABEBUIA	(2) X 8"	12'	(2) 27"	9"		45% double trunk	1:1	TBR
8	OAK	14"	15'	48"	12"		45% double trunk	1:1	TBR
9	MAHOGANY	13"	25'	50"	10"		35% co-dominant low crotch	1:1	TBR
10	BLACK OLIVE	20"	20'	75"	35"		25%	1:1	TBR
11	BLACK OLIVE	18"	20'	64"	21"		25%	1:1	TBR
12	OAK	18"	20'	62"	10"		30% poor trimming	1:1	TBR
13	OAK	18"	20'	51"	20"		30% poor trimming	1:1	TBR
14	OAK	9"	15'	32"	10"		35% multi stem	1:1	TBR
15	OAK	8"	12'	28"	6"		42% multi stem	1:1	TBR
16	OAK	20"	20'	68"	25"		42% multi stem	1:1	TBR
17	OAK	9"	15'	33"	11"		42% multi stem	1:1	TBR
18	SABAL PALM	11"	14'	38"	8"	14'	60% Booted	1:1	TBR
19	SABAL PALM	14"	14'	56"	7"	12'	40% poor trunk	1:1	TBR
20	OAK	16"	30'	50"	11"		30% multi stem	1:1	TBR
21	OAK	32"	30'	130"	18"		35% multi stem	1:1	TBR

TOTAL MITIGATION TREES REQUIRED = 15
REL. = RELOCATE
TBR. = TO BE REMOVED
TR. = TO REMAIN
CT = CLEAR TRUNK
DBH = DIAMETER @ BREAST HEIGHT



Existing Conditions Plan

Daniel
H
Carter

Digitally signed
by Daniel H
Carter
Date:
2023.09.07
14:21:58 -04'00'

REVISIONS	BY
REVISED 2.6.23 CITY COMMENTS (8.1.22)	S.P.
REVISED 2.13.23 PER REVISED ARCH SITE PLAN & CITY COMMENTS DATED (8.15.22)	S.P.
9.6.23 Rvsd Sbmntl Set	DC

DESIGNED BY:

CARTER & ASSOCIATES
LANDSCAPE ARCHITECTS INC.

74 N.E. 5th Ave. Delray Beach, FL 33483
LA. 831
561-272-9621

Landscape for:

Bova Townhomes

513/525 NE 19th Avenue
Deerfield Beach, Florida 33441

DRAWN SKP
CHECKED D.H.C.
DATE 12.21.2021
SCALE 1" = 10'-0"
JOB NO. 12152021
SHEET
L-1
OF 6 SHEETS

1. All plant material shall be F1, #1, or better, as per the latest addition of F1, Grades & standards. All "specimen" quality materials shall be F, Fancy, and shall be pre-approved by the Landscape Architect.
2. All plant materials shall be true to name & size, as per F1, Grades & Standards. Plant materials which do not meet, or exceed these standards will not be accepted.
3. Quantities, sizes, and locations of plants will be determined by the plan and material schedule. Sizes of the specified plants shall take precedence over the container size. Spacing of the ground covers will be determined by the material schedule. Quantities shown on the material schedule are to be used as a guideline. The landscape contractor shall be responsible for the actual quantities shown on the plan. The plants will take precedence over the material schedule. Discrepancies shall be brought to the attention of the Landscape Architect, prior to commencing.
4. No substitutions shall be accepted without the Landscape Architect's written approval. All substitution requests shall be made in writing.
5. Planting soils shall be clean, sterile, and free of debris. Soil shall consist of 50% F1, mulch % 50% clean sand. Tree's shall be installed with a minimum of 6" on sides & bottom of root balls. Shrubs, plants & ground covers shall be installed with a minimum of 6" on sides & bottom of root balls. Rooted cuttings shall be installed with a minimum of 4" of planting soils worked into the top 6" of the existing soils. Sabal palms and Phoenix specie shall be installed with a clean well drained sand.
6. Milorganite, or equal, fertilizer shall be applied to all plantings, per manufacturers recommendations. In addition, "Agform" tablets (20-10-5) shall also be applied to all plants 1 gal., and above, per manufacturers recommendations.
7. All tree's & palms shall be mulched with arsenic free mulch with a 3ft. diameter circle, 3" minimum depth. All planting beds shall receive 3" finished depth, mulch upon completion of planting process. Mulch shall be "Eucalyptus", or approved equal. NO CYPRESS MULCH SHALL BE USED.
8. All plants shall be planted at soil levels which they were previously grown. Shrubs and hedges are to be planted 2ft. away from any wall, or structures. Materials with a six greater than overhangs shall be planted so as to not impede the natural growth habit of the plant.
9. All materials are to be watered-in immediately after planting, so as to remove all air pockets. BIG materials are to be hand-watered for a minimum of 1 week after installation, and there-after as required. Contractor shall advise the owner of any additional hand-watering requirements.
10. All tree's 8ft., or larger, are to be staked, & guyed, to provide ample support such that materials remain straight & true in an up-right position through the guarantee period. Staking & guying shall be performed at the option of the landscape contractor, except where required by code. However, the landscape contractor shall be responsible for all tree's & shrubs requiring staking & guying through the guarantee period. In the event that a material shifts after it has been properly staked, or guyed, the landscape contractor shall not be held responsible.
11. All sod shall be "Floramat", unless otherwise specified. Sod shall be dense, green, well-rooted, and free of debris, weeds, disease, or insects. A complete 6-6-6 fertilizer shall be applied at a rate of 10lbs. per 1,000sq.ft. Sod is to be watered to a depth of 3" immediately after installation. Grades are to be raked smooth, and all debris removed, prior to installation.
12. All tree's, palms, plants & ground-covers shall be guaranteed for a period of 360 days, after the date of substantial completion. Phoenix canariensis & dactylifera palms are to be maintained, per growers/suppliers recommendations, by a qualified person, or firm.
13. The maintenance program shall be the responsibility of the owner. The landscape invoice will be deemed as rejection of the plant materials. The landscape contractor shall remove any, or all of the rejected materials from the site as their discretion.
14. The removal of "Base Rock" is not included in the landscape contract.
15. All grades are to be within 2" of finished grades, prior to the landscape contractor commencing work.



1. ALL ROOT BARRIERS SHALL BE 4' MINIMUM FROM ALL CITY FACILITIES.
2. THE INSTALLATION OF ROOT BARRIERS SHALL BE COORDINATED WITH CITY AND INSPECTED BY CITY PRIOR TO BACKFILLING. ALL ROOT BARRIERS SHALL EXTEND UP TO FINISHED GRADE.
3. ROOT BARRIERS SHALL BE MINIMUM 36" DEEP. APPROVED PRODUCTS INCLUDE "DEEP ROOT" AND "ROOT SOLUTIONS". FLEXIBLE BARRIERS SHALL BE 36" PANELS MANUFACTURED BY BIOBARRIER.
4. ALL ROOT BARRIERS SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURERS WRITTEN INSTRUCTIONS.

TYPICAL TREE WITH ROOT BARRIER LD 1.1

Any Trees or shrubs placed within water, sewer or drainage easements shall conform to Details L.D. 1.1 requirements.
RB: Denotes Root Barrier

MATERIAL SCHEDULE-SHRUBS			
Qty.	Key	Botanical / common name	Size
42	A-cc	<i>Acalypha hispida</i> / Christmas Cheer	15x15@2'oc.
6	Ca-qe	<i>Crinum Augustum</i> / Queen emma	3'x3'
30	P-rc	<i>Philodendron rojoi</i> congol/ Red congo	18x18" @ 2'oc.
180	Leg*	<i>Liriope</i> evergreen giant/ giant monkey grass	16x15" @24'oc.
20	P-bm	<i>Philodendron hastatum</i> / Burle Marx	15x15" @20'oc.
2	P-m7	<i>Podocarpus macul</i> / Yew	42x18" @30'oc.
		<i>Ixora coccinea</i> / Ixora maui	15'3g. @22'oc.
50	Mg*	Muhly Grass	15" 3gal. @15'oc.
3	Cl-bm	<i>Cordylone terminalis</i> / Black magpie ti plant	3.5-4' o.a. multi
3	B-i*	<i>Bromellad imperialis</i>	2x2'
60	Cg-7*	<i>Clusia guttifera</i> / Small leaf clusia	42x21 @ 30'oc.
75	Ae	<i>Aspidastria elatior</i> / Cast iron plant	15x15' @20'oc.
54		<i>Myrsine fragrans</i> / Simpson stopper	48x24" @30'oc.
45	Nc	<i>Neoregelia carolinæ</i> / "Tri-color bromeliad"	12-15"2g. @18'oc.
2	Bjr	Black jack rock, on typer filter fabric	2 cubic yards
2	Dg	Decorative gravel, on typer filter fabric	2 cubic yards

Planting soils & mulch, see specs. & details
Sod, Solid Floratam

DESIGNED BY:
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Landscape for:

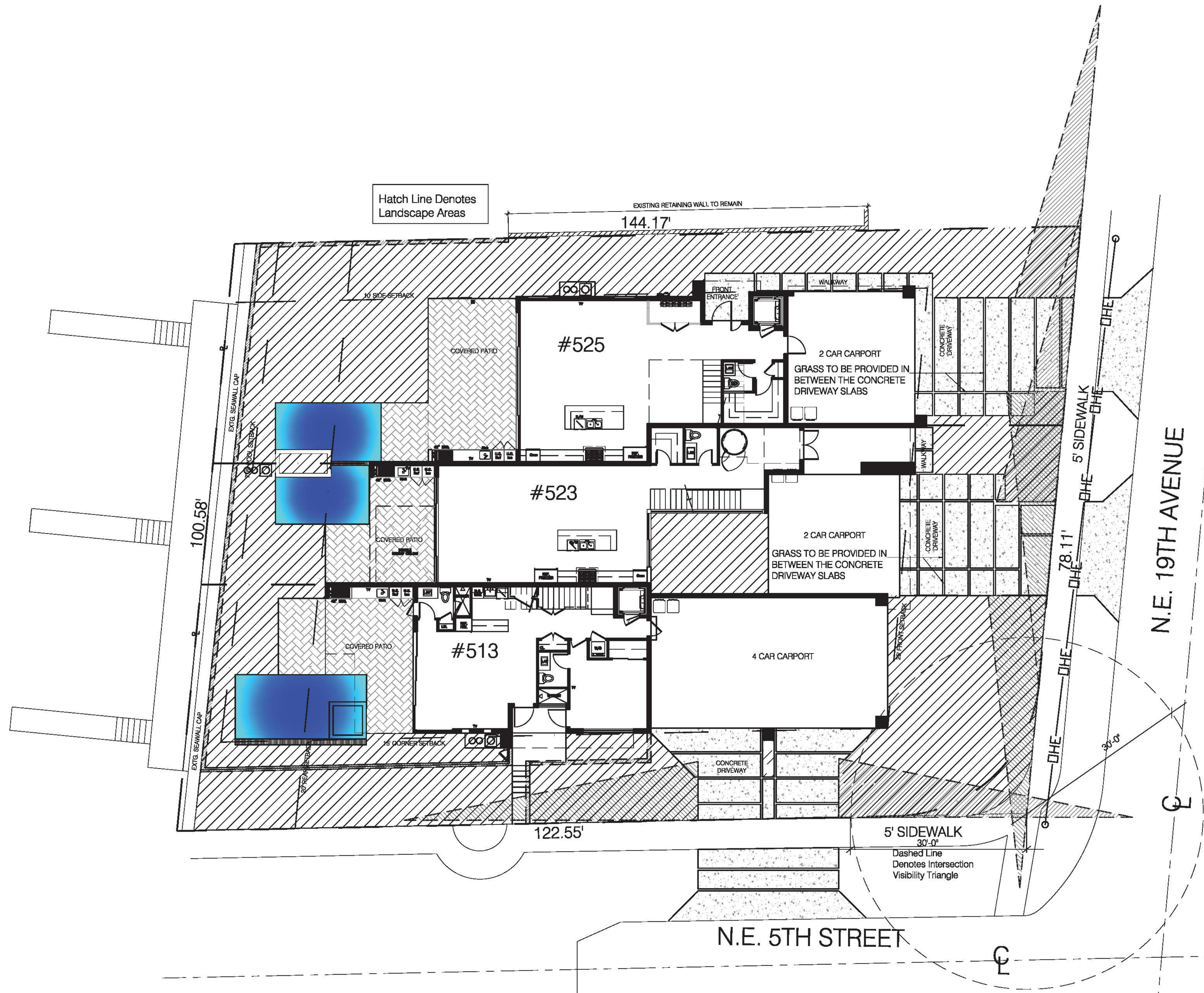
Bova Townhomes

513/525 NE 19th Avenue
Deerfield Beach, Florida 33441

DRAWN
SKP
CHECKED
D.H.C.
DATE
12.21.2021
SCALE
1" = 10'-0"
JOB NO.
12152021
SHEET
L-3
OF 6 SHEETS

Digitally signed
by Daniel H
Carter
Date:
2023.09.07
14:23:23 -04'00'





Hatch Line Denotes
Landscape Areas

EXISTING RETAINING WALL TO REMAIN
144.17'

100.58'

#525

#523

#513

122.55'

N.E. 5TH STREET

N.E. 19TH AVENUE

Daniel
H
Carter

Digitally signed
by Daniel H
Carter
Date:
2023.09.07
14:24:03 -04'00'



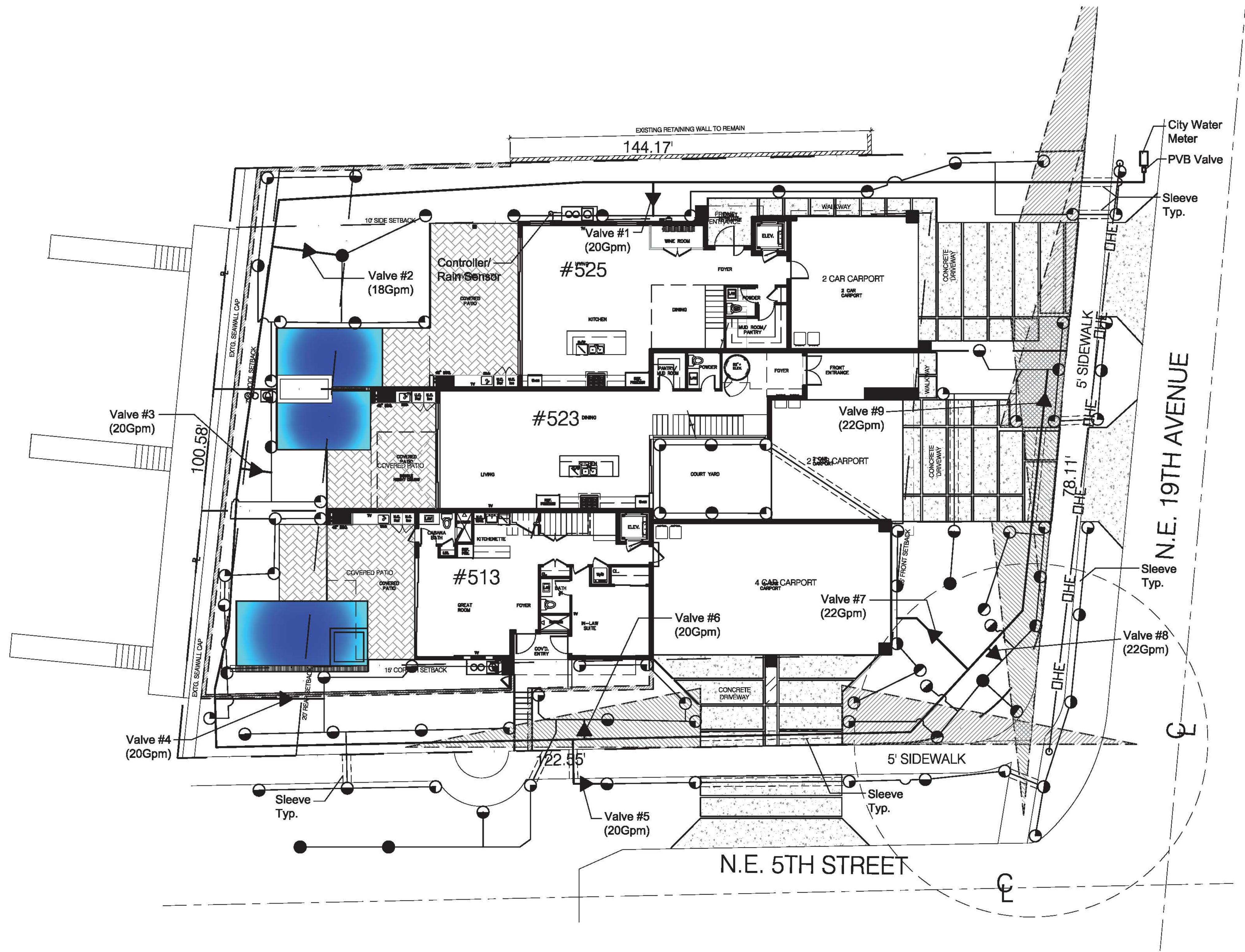
Landscape Coverage Plan

REVISIONS	BY
REVISED 2.6.23 CITY COMMENTS (8.1.22)	S.P.
REVISED 2.13.23 PER REVISED ARCH SITE PLAN & CITY COMMENTS DATED (8.15.22)	S.P.
SUBMITTAL SET 9.7.23 Rvsd Sbmrtl Set DC	

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DATE 12.21.2021
SCALE 1" = 10'-0"
JOB NO. 12152021
SHEET L-4
OF 6 SHEETS



Irrigation Plan

Daniel
H Carter

Digitally signed
by Daniel H Carter
Date: 2023.09.07
14:24:48 -04'00'

REVISIONS	BY
REVISED 2.6.23 CITY COMMENTS (8.1.22)	S.P.
REVISED 2.13.23 PER REVISED ARCH SITE PLAN & CITY COMMENTS DATED (8.15.22)	S.P.
SUBMITTAL SET 9.6.23 Rvsd Sbmntl Set DC	

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LA. 831
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Bova Townhomes
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Deerfield Beach, Florida 33441

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SHEET L-5
OF 6 SHEETS

- IRRIGATION LEGEND
- Bubbler Head
 - Rain bird 6 & 12 Pop-up 1800 Series w/PCP pattern as shown
 - Rain bird Adjustable Rotary 3500 Series pattern as shown
 - Rain Bird PVB Valve
 - Rain bird Controller ESP Series/ Mini Click Rain Sensor
- Water Source: City Water Meter
NOTE: Main Line (Typ.) & valve locations are shown for graphic clarity only.
All Main Line (Typ.)s & valves are to be located within landscape area's on-site.
- IRRIGATION NOTES:

Notes:
Automatic Irrigation System
Water demand/ zone
Pressure required (refer to plan)

GENERAL
System shall be installed in accordance with a Federal, State, and local codes, Contract drawings and Contract Specifications.
Irrigation design is based on "Planting Plan" dated 8.29.23
Contractor shall refer to this plan to coordinate sprinkler locations and pipe routing with plant locations.
The water source for this system shall be City Water Meter system. The master shut-off valve shall be activated via the automatic controller, and shall be used to depressurize the zone lines when the system is not operational. Contractor shall adjust the irrigation, where noted on the plans for actual field conditions, and shall install the system in accordance with South Florida Irrigation Society Standards and specifications.

To insure proper operation of this system, pump size, pressure required, pipe and wire sizes, sprinkler spacing, installation details, and specifications shall be followed as shown on the drawings and in the specifications.

Irrigation system shall provide 100% coverage, with a 50% overlap minimum, utilizing "rust-free" water source. If a well & pump system is to be utilized, the contractor shall provide a "chemical injection system" to inhibit rust stains, if water sample testing indicates that there will be "rust" staining from the well water.

PIPING
Pipe routing is schematic only, and shall be field adjusted for on-site conditions.
All pipe shall be installed in accordance with local codes, and per manufactures recommendations.

Pipe routed under paver surfaces, and through planter walls shall be sleeved in SCH 40 PVC. Sleeves shall be of adequate size to allow for 1/2" clearance for pipe & wire. Contractor shall verify the location, depth & size of all existing sleeves, as required.

Pipe installed above grade for the backflow preventer shall be SCH 40 Galvanized pipe. All other piping shall be PVC. The Main Line (Typ.) shall be SCH 40 PVC, laterals sized from 1" to 2" shall be SDR 26, Class 160, and laterals sized from 1" to 3/4" shall be SDR 21, Class 200 PVC pipe.

Pipe Shall be installed so the backfill depths are maintained at 18", for Main Line (Typ.)s and all lateral lines routed beneath pavement, and at 12" for all other lines. The depths from 1" to 2" shall be SDR 26, Class 160, and laterals sized from 1" to 3/4" shall be SDR 21, Class 200 PVC pipe.
are to be taken from finished grades.
Backfill material shall be suitable material, free of rocks, stones, or other debris that could damage components of the Irrigation system.

SPRINKLERS
Sprinkler locations are schematic only, and shall be adjusted for wind, landscape materials, hardscape elements, etc.. to provide 100% coverage with a no overthrow onto paved surfaces, or building facades.
Pop-up spray heads shall be Toro series 6", and 12" type, which are to be installed on flexible swing joints of Toro thick-walled poly pipe with 1/2" insert elbows. THERE SHALL BE NO 4" POP-UP HEADS UTILIZED FOR THE PROJECT.
Shrub heads shall be installed at a uniform height of 6" above the plantings, and are to be located within planting masses so as to be concealed from view.
Shrub type spray heads shall be Toro 570 series, and are to be installed on a 1/2" SCH 40 PVC risers.
Bubblers are to be installed on a SCH 40 PVC risers at the base of the plant material, for low-level watering.
All SCH 40 PVC risers are to be painted "Forest green", or Brown, to be less conspicuous.
Toro 12" pop-up sprinklers shall be installed in ground-cover areas at the parking-lot islands, and at other critical locations, as determined in the field by the Landscape Architect.

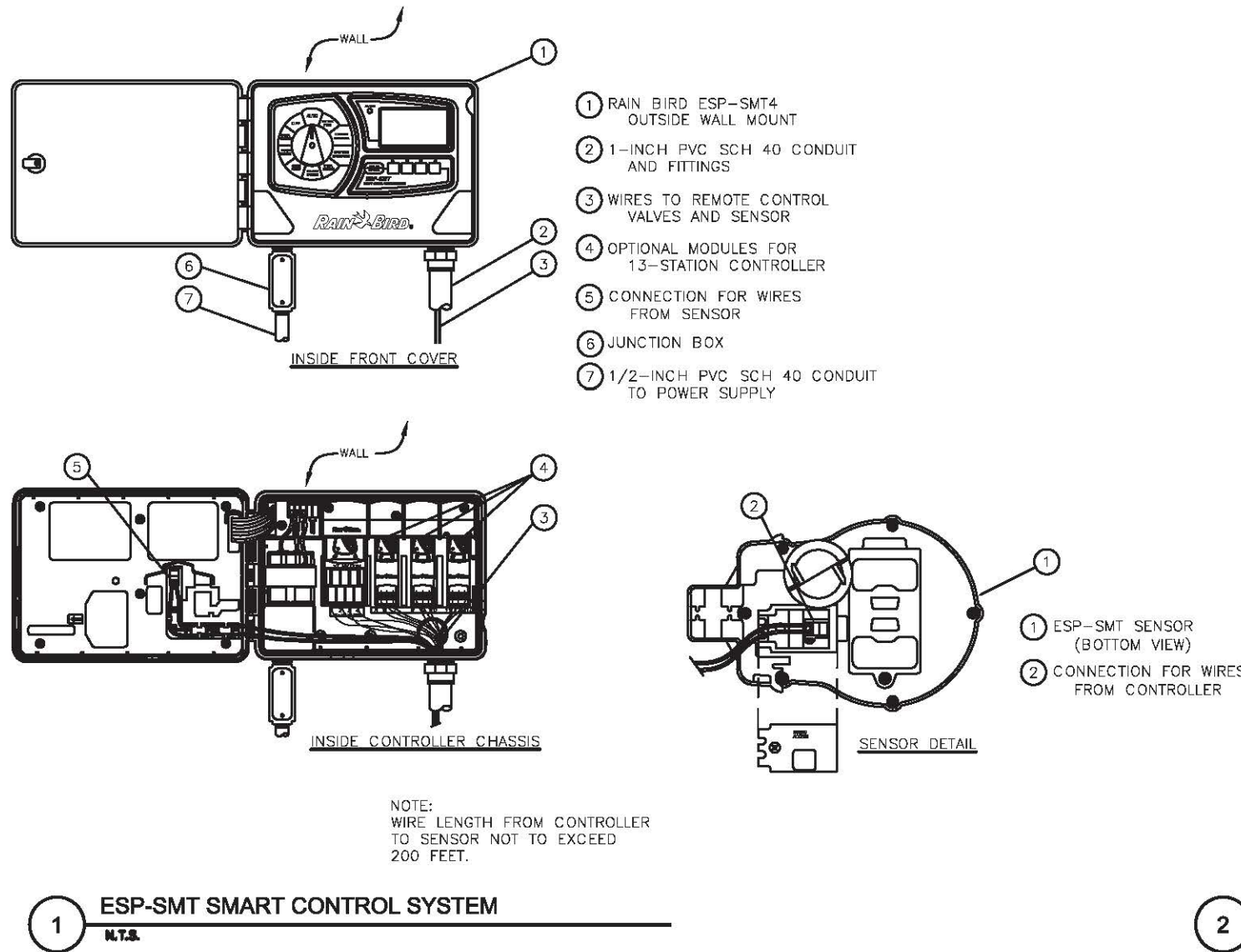
Sprinklers located adjacent to pavement, sidewalks, decks, patios, buildings, etc.. shall be installed 8" from the edge. Unless other-wise noted on the plans, pop-up sprinklers shall be installed 6" from the edge, and shrub sprinklers shall be installed 18" from the edge. Shrub risers are not to be installed at walk-way intersections, or where-ever a "trip & fall" hazard may occur.
Adjustment feature of sprinklers specified shall be utilized to insure proper coverage, while minimizing undesirable overthrow.
Contractor shall use precaution in locating, and setting sprinkler heads in planting areas adjacent to parking spaces to minimize the damage to sprinklers be overhanging car bumpers.

Pop-up sprinklers with low angle" nozzles shall be installed amid masses of tall shrubs, for low level watering. Contractor shall install sprinklers at optimum locations for the most effective coverage.

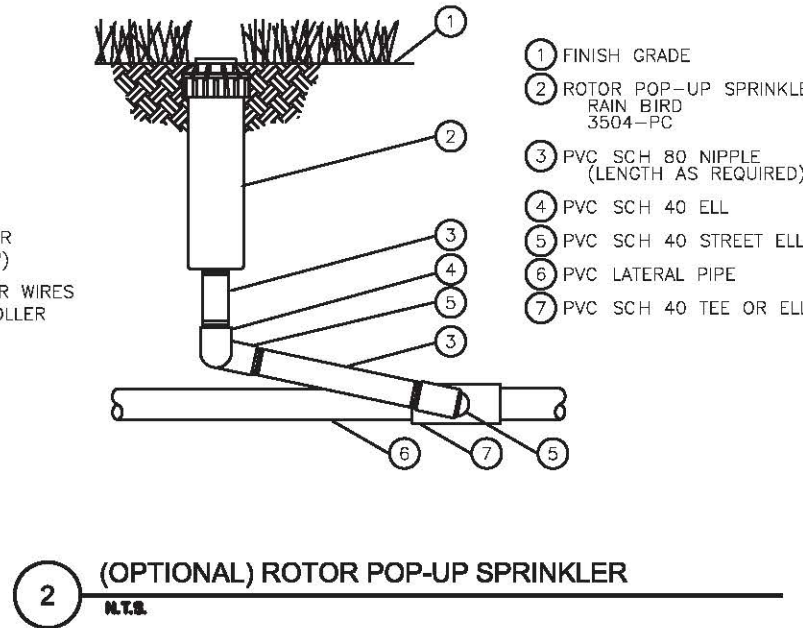
CONTROL SYSTEM
Rainbird control system shall be installed, per manufactures recommendations, to activate in-line valves, and the master shut-off valve.
Proper grounding equipment shall be installed. for the controller.
Controller location shall be approved by the Landscape Architect, and project supervisor.
The irrigation contractor shall supply the controller, however the physical installation there-of, and the electrical hook-up shall be by others.

VALVES
IRRITROL, or approved equal, electric valves shall be installed per manufactures recommendations, and as per details. All valves are to be installed in a 10" Ametex valve box, see details.

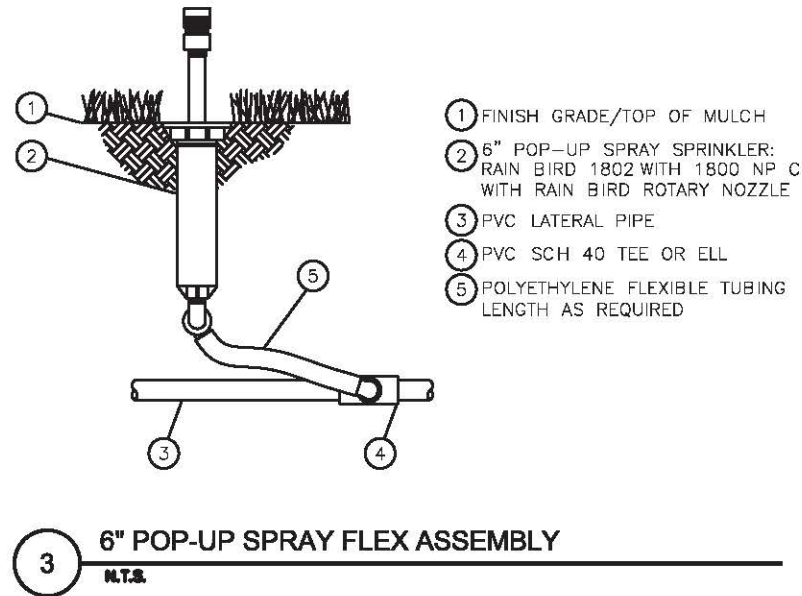
RAIN SENSOR
Mini-click" rain sensor shall be installed, per manufactures recommendations. Rain sensor location shall be approved by the Landscape Architect.



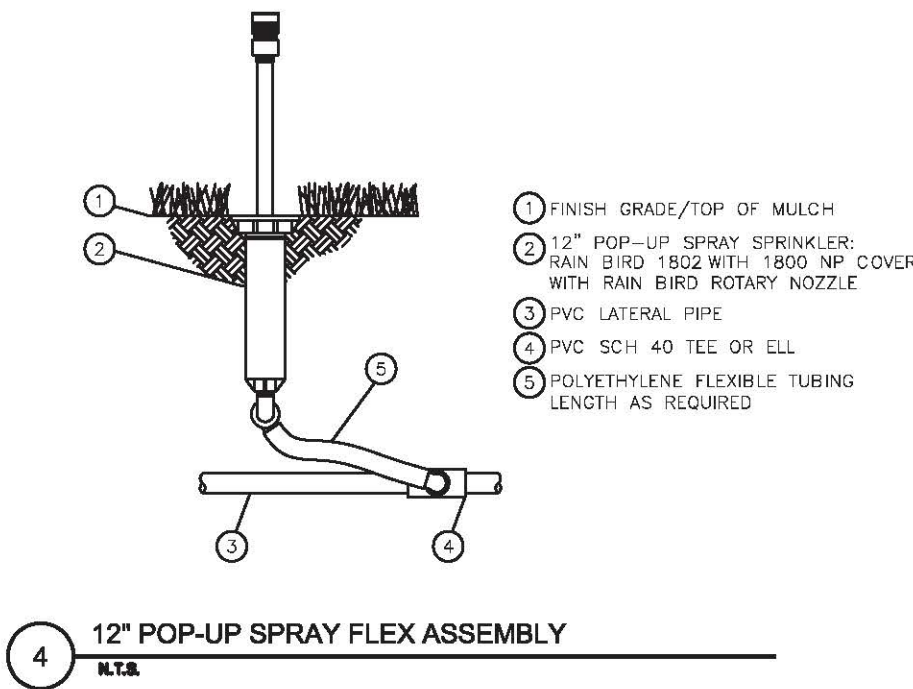
1 ESP-SMT SMART CONTROL SYSTEM
N.T.A



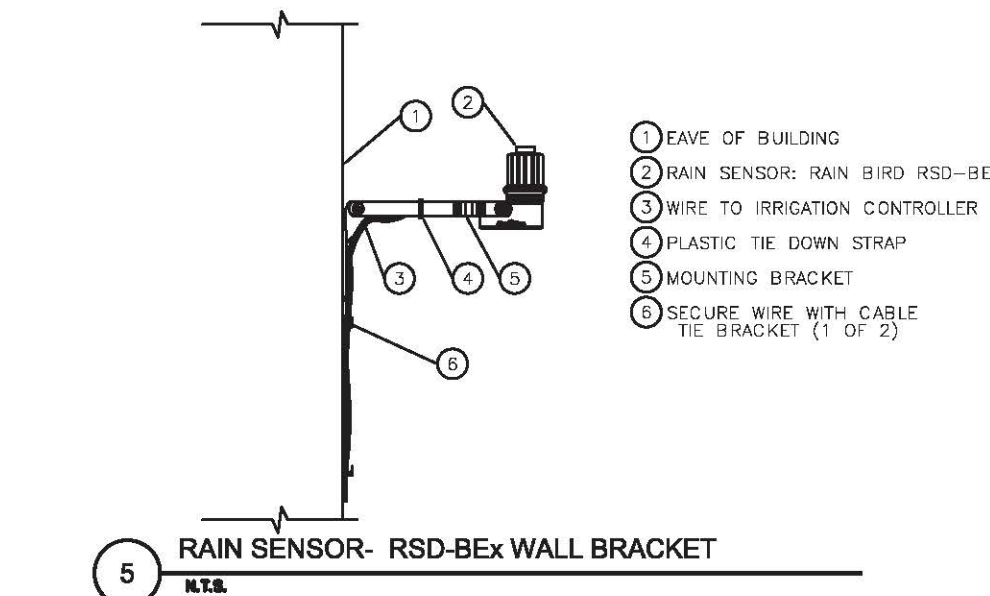
2 (OPTIONAL) ROTOR POP-UP SPRINKLER
N.T.A



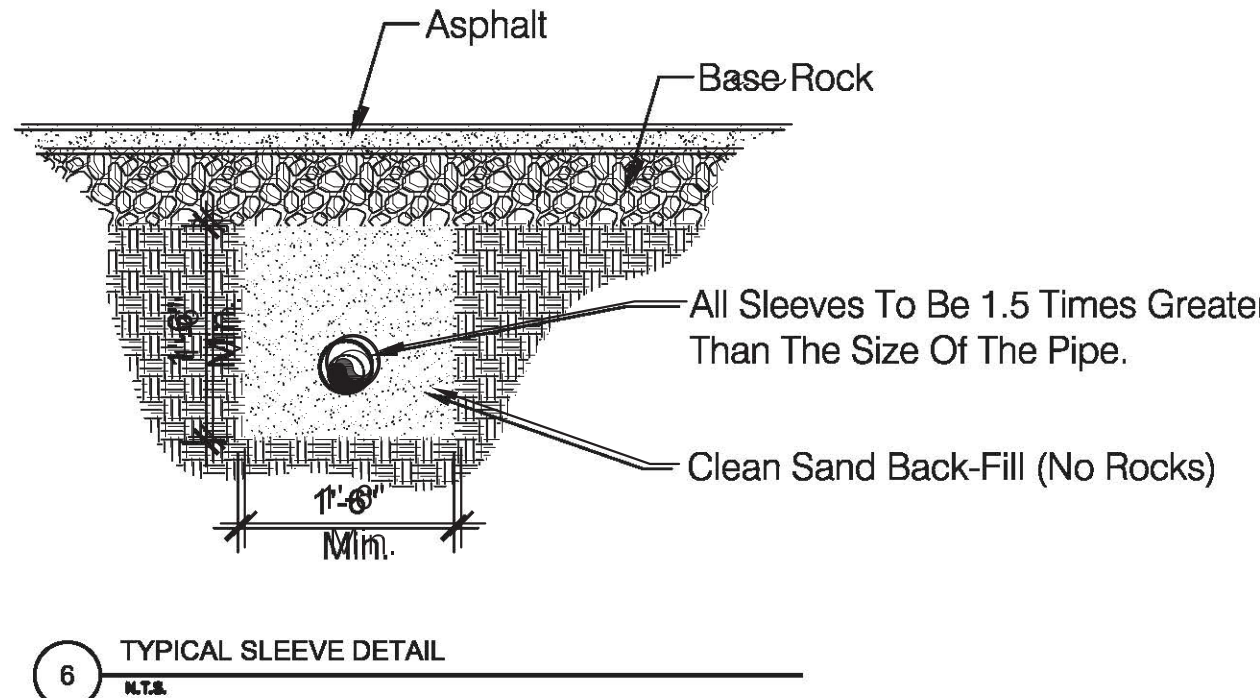
3 6" POP-UP SPRAY FLEX ASSEMBLY
N.T.A



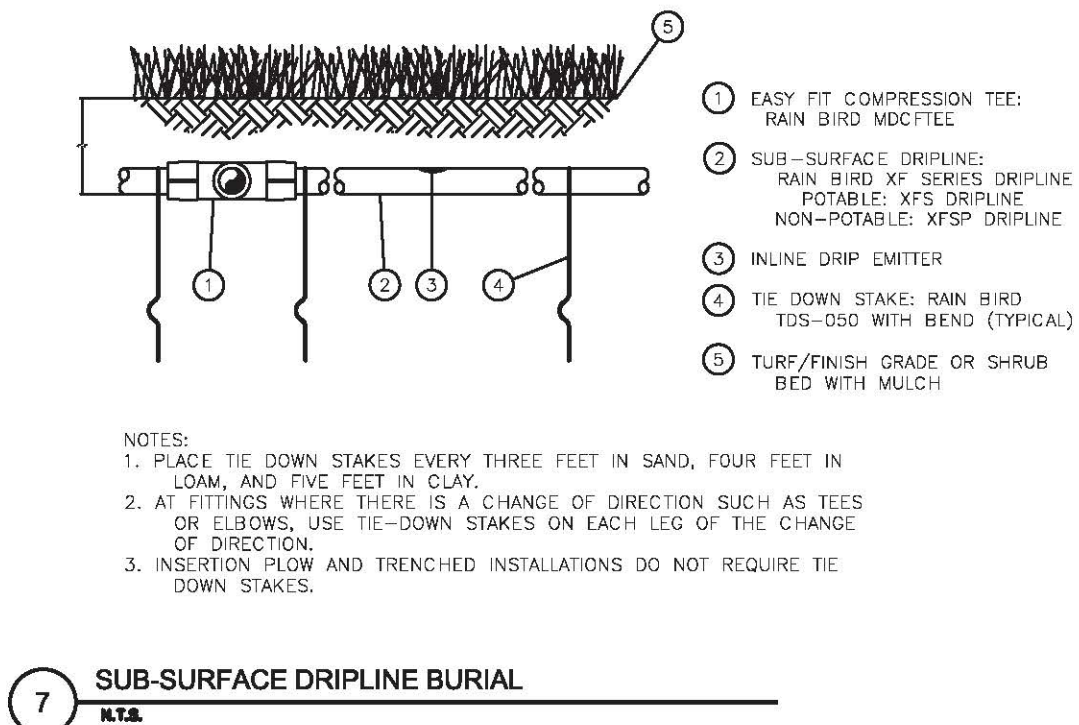
4 12" POP-UP SPRAY FLEX ASSEMBLY
N.T.A



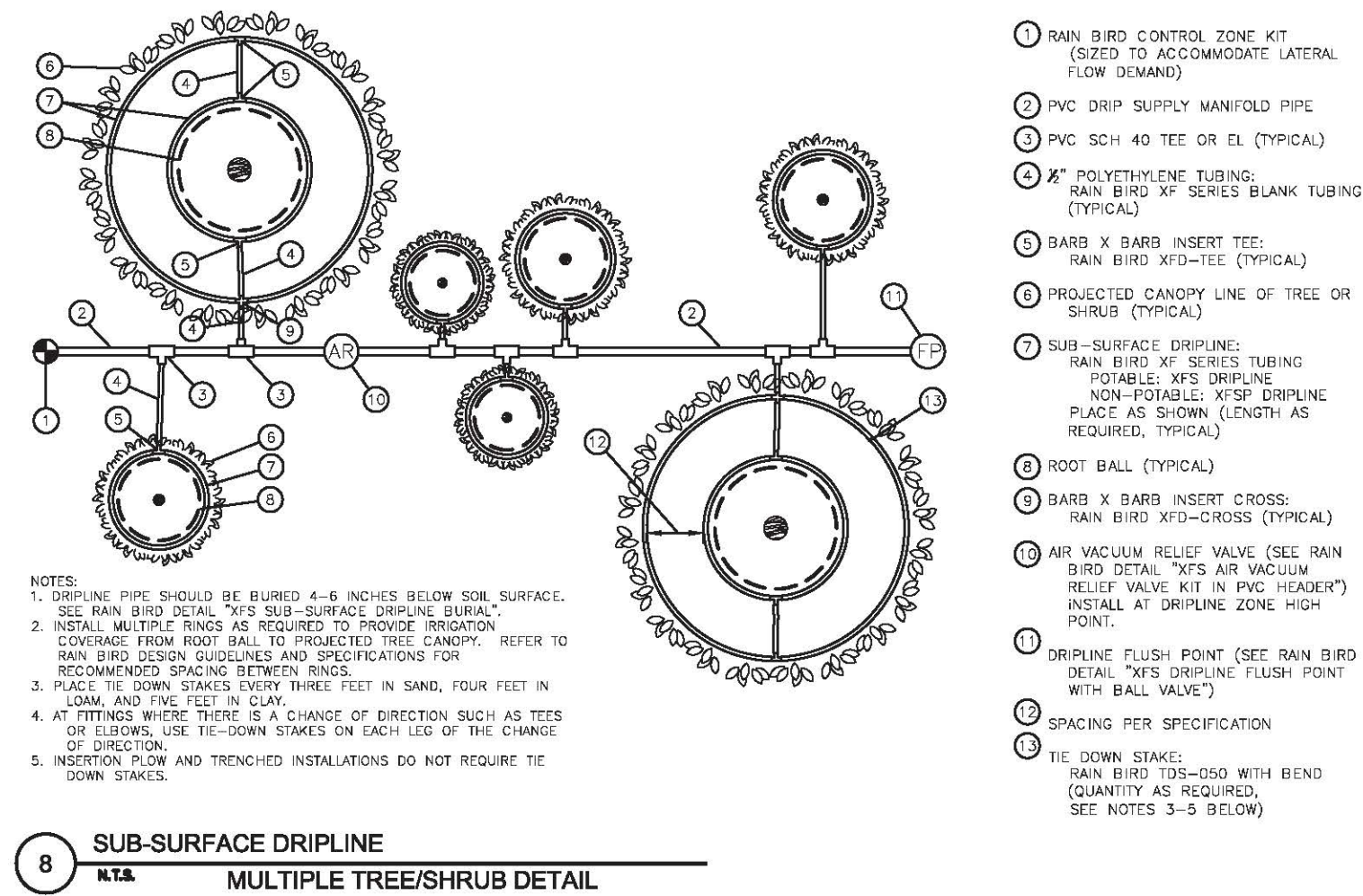
5 RAIN SENSOR- RSD-Bex WALL BRACKET
N.T.A



6 TYPICAL SLEEVE DETAIL
N.T.A



7 SUB-SURFACE DRIPLINE BURIAL
N.T.A



8 SUB-SURFACE DRIPLINE MULTIPLE TREE/SHRUB DETAIL
N.T.A

Daniel H
Carter

Digitally signed by
Daniel H Carter
Date: 2023.09.07
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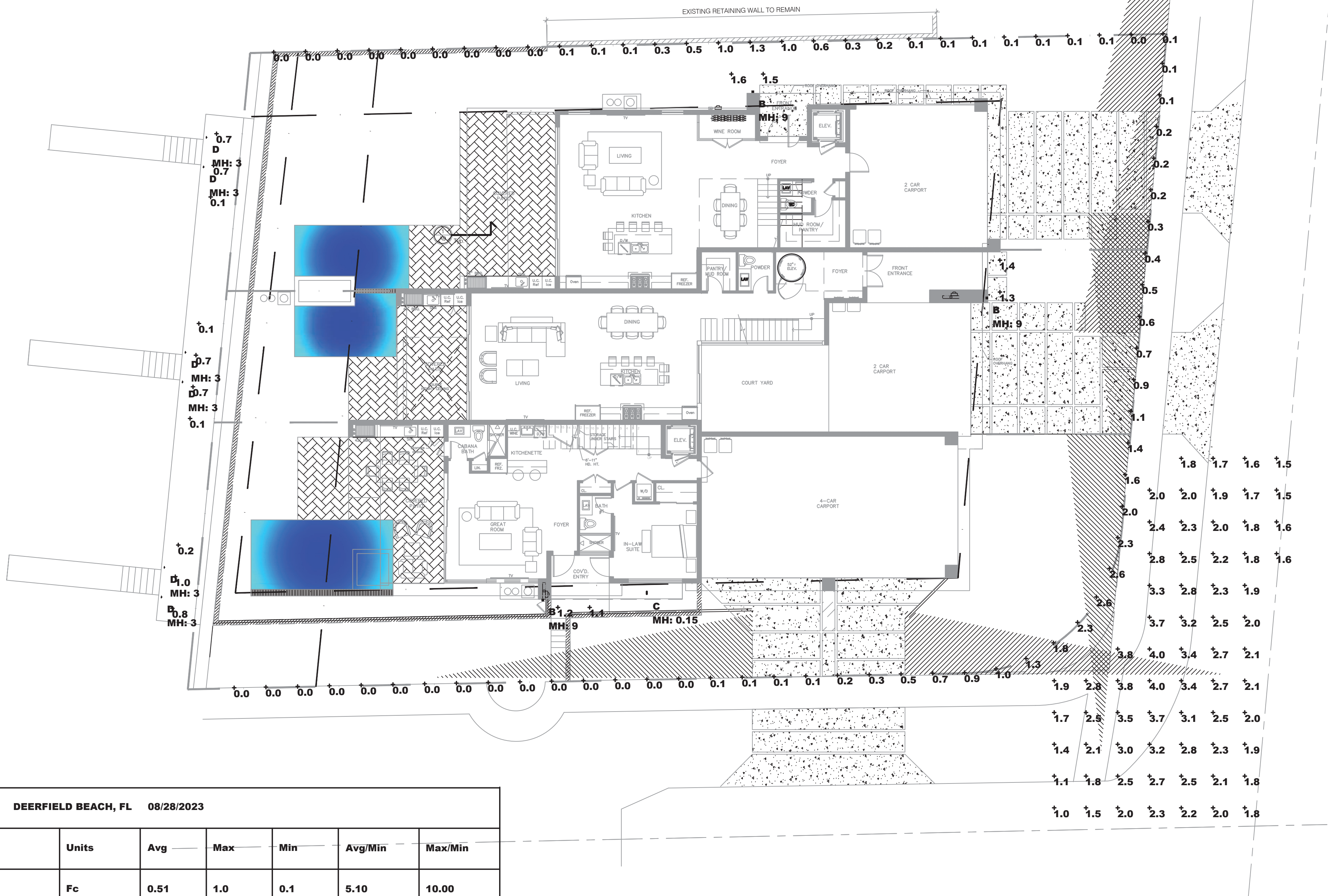
REVISIONS	BY
REVISED 2.6.23 CITY COMMENTS (8.1.22)	S.P.
REVISED 2.13.23 PER REVISED ARCH SITE PLAN & CITY COMMENTS DATED (8.15.22)	S.P.
SUBMITTAL SET 9.6.23 Rvsd Sbmrtl Set DC	

DESIGNED BY:
CARTER & ASSOCIATES
LANDSCAPE ARCHITECTS INC.
74 N.E. 5th AVE. Delray Beach, FL 33483
561-272-9621
LA. 831

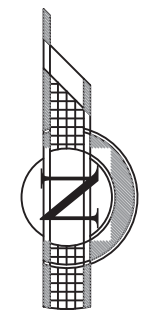
Landscape for:
Bova Townhomes
513/525 NE 19th Avenue
Deerfield Beach, Florida 33441

DRAWN SKP
CHECKED D.H.C.
DATE 12.21.2021
SCALE 1" = 10'-0"
JOB NO. 12152021
SHEET
L-6
OF 6 SHEETS

Luminaire Schedule: BOVA TOWNHOUSES - SITE_REV 1 DEERFIELD BEACH, FL 08/28/2023									
Symbol	Label	Arrangement	Manufacturer	Catalog Number	Mounting	LLF	Luminaire Lumens	Luminaire Watts	Arrangement Watts
	B	Single	Brownlee Lighting Inc	7178-L45-H25-30K	7'-0" WALL MOUNT A.F.F. (top of fixture)	0.812	2444	24.675	24.675
	C	Single	HK Lighting	ZXL16I-A-120V-10W-30K-44-*	GROUND MOUNT A.F.F (uplight)	0.855	863	9.95	9.95
	D	Single	Cole lighting	L131W-K30	36" RECESSED MOUNT A.F.F. (top of fixture)	0.855	44	3.96	3.96
	E	Single	N/A	EXISTING COBRAHEAD	POLE MOUNT A.F.G.	1.000	14022	109.44	109.44



Calculation Summary: BOVA TOWNHOUSES - SITE_REV 1 DEERFIELD BEACH, FL 08/28/2023							
Label	Calc Type	Units	Avg	Max	Min	Avg/Min	Max/Min
DOCK	Illuminance	Fc	0.51	1.0	0.1	5.10	10.00
EXISTING POLE AREA	Illuminance	Fc	2.36	4.0	1.0	2.36	4.00
FRONT ENTRANCE	Illuminance	Fc	1.55	1.6	1.5	1.03	1.07
NE 19TH AVE ENTRANCE	Illuminance	Fc	1.35	1.4	1.3	1.04	1.08
NE 5TH ST ENTRANCE	Illuminance	Fc	1.15	1.2	1.1	1.05	1.09
PROPERTY LINE	Illuminance	Fc	0.45	2.6	0.0	N.A.	N.A.



PHOTOMETRICS PLAN
SCALE: 1" = 10'- 0"

DRAWING ISSUED FOR: PERMIT WAWCE# 2022-033 DATE: 4/28/2022
ENGINEER OF RECORD MARTIN WHITELOCKE FLORIDA LICENSE NO. 53999 8/29/2023 DATE

Whitelocke & Williams CONSULTING ENGINEERS, LLC 18446 OLD PRINCETON LANE, BOCA RATON, FL 33498 TEL: 561-703-0625 FAX: 360-851-8720 EMAIL: INFO@WAWCE.COM CERTIFICATE OF AUTHORIZATION # 2078

- All designs and concepts are the property of JSR Design Group Inc., and may not be modified or copied without written permission by the architect.
- Contractor to verify all written dimensions (Not scaled) & notify architect of any discrepancies or omissions. Construction shall not proceed until said discrepancies or omissions have been resolved by architect.
- Contractor to verify and approve all shop drawings and dimensions before having drawings reviewed and accepted by the architect prior to construction.

21720
E-1



NEW TOWNHOMES
RESIDENCES FOR:
BOVA TOWNHOUSES
513/525 NE 19TH AVE
DEERFIELD BEACH FL 33441

JOHN SHERMAN REED
ARCHITECT
FL LICENSE# AR9571

JSR DESIGN GROUP INC.
1 WEST CAMINO REAL SUITE 17E
BOCA RATON FL 33432
TEL 561-362-7203
AA26002033



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2023-2272

Agenda Date: 12/12/2023

Status: PUBLIC HEARINGS

In Control: City Commission

Title

P.H. 2024-022: Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the 2022-2023 Consolidated Annual Performance and Evaluation Report ("CAPER") for the United States Department of Housing and Urban Development ("HUD") Programs; authorizing submission of the CAPER to HUD; providing for implementation and an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

As a recipient of CDBG entitlement formula federal funds from the Department of Housing and Urban Development (HUD), the City is required to submit a Consolidated Annual Performance Evaluation Report (CAPER) to HUD within 90 days after the end of the fiscal year. The CAPER describes the activities undertaken during the year beginning October 1, 2022 and ending September 30, 2023. This includes information on the City's Community Services Programs, the resources made available to administer the programs, and where and how these resources were invested.

Current Activity

The CAPER outlines the City's performance relative to the expenditure of Community Development Block Grant (CDBG) program funds to accomplish the goals stated in the fiscal year 2020-2024, Consolidated Plan, and fiscal year 2022-2023 Annual Action Plan.

In accordance with the City's approved Citizen Participation Plan, the CAPER was advertised for a 15-day public comment period, commencing November 20, 2023, and ending December 11, 2023. A public hearing will be held at the commission meeting on December 12, 2023, prior to the approval of the item.

Recommendation

Community Service staff recommends Commission approval of the fiscal year 2022-2023 CAPER, authorization to execution the necessary documents, and authorization of staff to transmit the Plan with the supporting resolution to the U.S. Department of Housing and Urban Development (HUD) - Miami Field Office for approval.

RESOLUTION NO. 2023/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE 2022-2023 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (“CAPER”) FOR THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (“HUD”) PROGRAMS; AUTHORIZING SUBMISSION OF THE CAPER TO HUD; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, as a recipient of Community Development Block Grant (“CDBG”) funds, the City of Deerfield Beach (“City”) is required to submit a Consolidated Annual Performance and Evaluation Report (“CAPER”) to HUD within 90 days after the end of each fiscal year; and

WHEREAS, the CAPER must include information regarding the City’s Community Development Programs, the resources made available to administer the programs, and where and how those resources were invested; and

WHEREAS, City staff prepared the CAPER describing the required information for the period beginning October 1, 2022 and ending on September 30, 2023; and

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

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

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

Section 2. The City Commission hereby approves the CAPER, attached as Exhibit “A.”

Section 3. The City Manager or designee is authorized to submit the CAPER to HUD, and all appropriate City officials are authorized to do all things necessary and expedient to carry out the aims of this Resolution.

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

PASSED AND ADOPTED THIS 12TH DAY OF DECEMBER, 2023.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2023-2273

Agenda Date: 12/12/2023

Status: PUBLIC HEARINGS

In Control: City Commission

Title

P.H. 2024-023: Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Deerfield Beach Affordable Housing Advisory Committee Incentive Report for fiscal year 2022-2023; authorizing submission of the Incentive Report to the Florida Housing Finance Corporation; providing for implementation and an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

In 1992, the William E. Sadowski Affordable Housing Act created a dedicated revenue source for the state and local housing trust funds to fund housing programs such as the State Housing Initiatives Partnership Program (SHIP), which provides funds to local governments as an incentive to create partnerships that produce and preserve affordable homeownership and multifamily housing. A SHIP jurisdiction is statutorily required to assemble the initial Affordable Housing Advisory Committee (AHAC) when it first begins receiving SHIP funds.

The key role of the AHAC is to prepare the AHAC Report and evaluate its implementation annually. The AHAC Report identifies incentive strategies and recommendations for adoption by the local government. The recommendations should seek to remove regulatory barriers that limit the development or preservation of affordable housing or drive-up housing costs. The recommendations should also suggest policies that encourage the production of affordable housing. Recommendations by the Committee may include the modification or repeal of existing policies, procedures, ordinances, regulations, or plan provisions; the creation of exceptions applicable to affordable housing; or the adoption of new policies, procedures, regulations, ordinances, or plan provisions.

The City of Deerfield Beach is a SHIP entitlement community and receives an annual funding allocation from the State, administered by the Florida Housing Coalition. In accordance with Florida Statute Section 420.9076, the City established an initial Affordable Housing Advisory Committee (the "AHAC" or "Committee") in 2008. Currently, the City's AHAC has ten (10) members appointed by City Commission.

Current Activity

The City AHAC held four public meetings in calendar year 2023 (February 6th, May 1th, August 7th, and November 6th). The AHAC reviewed, considered, and evaluated the following strategies provided in the SHIP Statute at Florida Statutes, Sec. 420.9076 (4) and recommends the following:

Recommendation 1: Continued implementation by the City

- Expedited permitting for affordable housing projects;
- Ongoing review of policies, procedures, ordinances, regulations, or plan provisions that increase the cost of housing, prior to adoption; and,
- Maintenance of a printed inventory of locally owned public lands suitable for affordable housing.

Recommendation 2: City Adoption and Inclusion in the Local Housing Assistance Plan

- The allowance of flexibility in densities for affordable housing.
- The allowance of flexible lot configurations, including zero-lot-line configurations for affordable housing.
- The allowance of affordable accessory residential units in residential zoning districts.
- The support of development near transportation hubs and major employment centers and mixed-use developments.

Recommendation 3: No action at this time

- The modification of impact-fee requirements, including reduction or waiver of fees and alternative methods of fee payment for affordable housing.
- The reservation of infrastructure capacity for housing for very low-income persons, low-income persons, and moderate-income persons.
- The reduction of parking and setback requirements for affordable housing.
- The modification of street requirements for affordable housing.

The AHAC Housing Incentive Strategies report with the aforementioned recommendations was approved by the Committee during their public meeting on November 6, 2023. In accordance with the SHIP Statute, the AHAC submits the report to the Deerfield Beach City Commission for consideration of adoption. The report is also due to the Florida Housing Coalition and Florida Housing Finance Corporation by December 31, 2023.

Recommendation

It is recommended that the City Commission approve the Fiscal Year 2022/2023 AHAC Housing Incentive Strategies Report, consider adoption of the recommended incentives, and authorize submittal of the report to the Florida Housing Coalition and Florida Housing Finance Corporation.

RESOLUTION NO. 2023/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE DEERFIELD BEACH AFFORDABLE HOUSING ADVISORY COMMITTEE INCENTIVE REPORT FOR FISCAL YEAR 2022-2023; AUTHORIZING SUBMISSION OF THE INCENTIVE REPORT TO THE FLORIDA HOUSING FINANCE CORPORATION; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, as a recipient of State Housing Initiatives Partnership Act (“SHIP”) funds, the City of Deerfield Beach (“City”) established the Affordable Housing Advisory Committee (“AHAC”) in 2008, as required by Section 420.9076, Florida Statutes; and

WHEREAS, the AHAC is responsible for reviewing policies, land development regulations, the Comprehensive Plan Policy, and other aspects of the City’s policies and procedures that affect the cost of housing in the City; and

WHEREAS, Section 420.9076, Florida Statutes, requires each advisory committee to submit an annual report to the local governing body and the Florida Housing Finance Corporation (“FHFC”); and

WHEREAS, the annual report must include recommendations by the advisory committee on the implementation of affordable housing incentives in the 11 distinct areas set forth in Section 420.90764(4)(a)–(k), Florida Statutes; and

WHEREAS, at a public hearing held on November 6, 2023, the AHAC voted to adopt recommendations, as outlined in the Incentive Report for Fiscal Year 2022-2023, attached as Exhibit “A” (the “Incentive Report”), to the City Commission for adoption and submission to the FHFC; and

WHEREAS, City staff recommends approval of the Incentive Report, attached as Exhibit “A,” and authorization to submit the Incentive Report to FHFC.

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

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

Section 2. The City Commission hereby approves the Incentive Report, attached as Exhibit “A.”

Section 3. The City Manager or designee is authorized to submit the Incentive Report to the FHFC, and all appropriate City officials are hereby authorized to do all things necessary to carry out the aims of this Resolution.

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

PASSED AND ADOPTED THIS 12TH DAY OF DECEMBER, 2023.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

EXHIBIT A

City of Deerfield Beach
Affordable Housing Advisory Committee
Fiscal Year 2023 Affordable Housing Incentive Strategies Report

State Housing Initiatives Partnership Program



Prepared By:

City of Deerfield Beach
Community Services Department

Approved By:

Affordable Housing Advisory Committee on November 6, 2023

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ADDITIONAL RECOMMENDATION APPROVED BY CITY COMMISSION	Error! Bookmark not defined.
AFFORDABLE HOUSING PROGRAM MAXIMUM SUBSIDY AWARD INCREASE	Error! Bookmark not defined.

BACKGROUND

The William E. Sadowski Affordable Housing Act was signed into law on July 7, 1992, and later incorporated into Florida Statute (F.S.) 420.9076. The Sadowski Act created a dedicated revenue source for local governments allocating a portion of documentary stamp taxes on deeds to local governments for the development and maintenance of affordable housing. In addition, the Sadowski Act created the State Housing Initiatives Partnership Act (SHIP).

As a recipient of State Housing Initiatives Partnership funds, the City of Deerfield Beach established an Affordable Housing Advisory Committee (the “AHAC” or “Committee”) in 2008 as required by the Florida Statute Section 420.9076. The AHAC is responsible for reviewing and evaluating local plans, policies, procedures, land development regulations, the Comprehensive Plan, and other aspects of the City of Deerfield Beach housing activities that impact the production of affordable housing. Further, the AHAC is specifically directed by the SHIP Statute to consider and evaluate the implementation of the incentives set out at Florida Statutes, Sec. 420.9076 (4)(a)-(k).

Based on their evaluation, the Committee may recommend to include the modification or repeal of existing policies, procedures, ordinances, regulations, or plan provisions; the creation of exceptions applicable to affordable housing; or the adoption of new policies, procedures, regulations, ordinances, or plan provisions, including recommendations to amend the local government comprehensive plan and corresponding regulations, ordinances, and other policies. If approved by the City of Deerfield Beach Commission, the recommendations are used to amend the Local Housing Assistance Plan (LHAP), the local Comprehensive Plan, land development regulations, and other policies affecting affordable housing.

COMMITTEE COMPOSITION

The City of Deerfield Beach Commission appointed and/or re-appointed members to the Committee on September 14, 2022 and October 3, 2022. Florida Statutes, Sec. 420.9076(2) lists the categories from which committee members must be selected. Each AHAC must have a locally elected official from the county or municipality participating in the SHIP program. The locally elected official must be a City or County Commissioner. The elected official will count as a member of the AHAC for purposes of meeting the number of members requirements. There must be at least eight committee members, but not more than eleven, with representation from at least six of the following categories:

- a) A citizen who is actively engaged in the residential home building industry in connection with affordable housing.
- b) A citizen who is actively engaged in the banking or mortgage banking industry in connection with affordable housing.

- c) A citizen who is a representative of those areas of labor actively engaged in home building in connection with affordable housing.
- d) A citizen who is actively engaged as an advocate for low-income persons in connection with affordable housing.
- e) A citizen who is actively engaged as a for-profit provider of affordable housing.
- f) A citizen who is actively engaged as a not-for-profit provider of affordable housing.
- g) A citizen who is actively engaged as a real estate professional in connection with affordable housing.
- h) A citizen who actively serves on the local planning agency pursuant to s. 163.3174. If the local planning agency is comprised of the governing board of the county or municipality, the governing board may appoint a designee who is knowledgeable in the local planning process.
- i) A citizen who resides within the jurisdiction of the local governing body making the appointments.
- j) A citizen who represents employers within the jurisdiction.
- k) A citizen who represents essential services personnel, as defined in the local housing assistance plan.

The appointed AHAC Committee members are included here, along with their category affiliation.

Name	Category Represented	Date Appointed / Reappointed
1 Ben Preston	Elected Official	09/14/2022
2 Abner Clerveax	Banking / Mortgage	09/14/2022
3 Betty Ferguson	Low Income Advocate	09/14/2022
4 Brian Bennett	Planning Board Member	09/14/2022
5 Carolyn McNamara	Real Estate	09/14/2022
6 David Cherry	Labor Representative	09/14/2022
7 Eric Power	Employee Representative	09/14/2022
8 Michael Marion	City Resident	10/3/2022
9 Joseph Murray	Non-Profit Provider	02/21/2023
10 Paula Cook	Resident	09/05/2023

AFFORDABLE HOUSING RECOMMENDATIONS

The AHAC has reviewed local government plans, policies, and procedures; ordinances; regulations; statutes; and the comprehensive plan, among other documents applicable to affordable housing, for evaluation of their impacts on affordable housing. Further, the AHAC has specifically considered and evaluated the strategies set out at Florida Statutes, Sec. 420.9076 (4)(a)-(k). Based on this review and evaluation, the AHAC has formulated recommendations to the City of Deerfield Beach Commission that it incorporate into its housing strategy certain changes designed to encourage and facilitate the production of affordable housing.

The recommendations will be submitted to the City of Deerfield Beach Commission, Florida Housing Coalition and the Florida Housing Finance Corporation in the form of this report.

EXPEDITED PERMITTING (Mandatory)

Meeting Synopsis:

Expedited permitting has been implemented in the City of Deerfield Beach. The Planning and Development Department - Building Division ensures that building permits related to affordable housing projects are expedited. Contractors participating in the City's affordable housing program receives a stamp or memo from the Community Services Department - Housing and Grants Division to submit with permitting applications to notify staff within the Building Division to expedite the review process. The processing time for expedited permitting is approximately 10- days.

Existing Strategy: YES

AHAC Recommendation: Not Applicable

Schedule for Implementation: Already in place – Comprehensive Plan, Land Development Code, and LHAP

FEE WAIVERS FOR AFFORDABLE HOUSING

Meeting Synopsis:

The City of Deerfield Beach Land Development Code includes the establishment and collection of impact fees on new development. Impact fees helps facilitate growth caused by new construction.

Existing Strategy: NO

AHAC Recommendation: Not recommended for inclusion

Schedule for Implementation: Not Applicable

FLEXIBLE DENSITIES

Meeting Synopsis:

The City of Deerfield Beach Land Development Code allows for consideration to increase the maximum allowed density on a site through the application of Reserve Units or Flexibility Units. The City's Planning and Zoning Board have received requests for flexibility in density consideration, specifically for affordable housing projects.

Existing Strategy: YES

AHAC Recommendation: Consideration for inclusion in the LHAP

Schedule for Implementation: The City of Deerfield Beach adopted this incentive into the comprehensive plan and considers increasing flexible density on a per application basis. Inclusion into the LHAP is at City Commission's discretion.

RESERVATION OF INFRASTRUCTURE CAPACITY

Meeting Synopsis:

The City of Deerfield Beach Land Development Code does not include a provision related to reserving infrastructure capacity for housing for very-low-income persons, low-income persons, and moderate-income persons.

Existing Strategy: NO

AHAC Recommendation: Not recommended for inclusion

Schedule for Implementation: Not Applicable

AFFORDABLE ACCESSORY RESIDENTIAL UNITS

Meeting Synopsis:

The City of Deerfield Beach Land Development Code does not currently allow for Accessory Dwelling Units.

Existing Strategy: NO

AHAC Recommendation: Consideration for inclusion in the LHAP.

Schedule for Implementation: This incentive was adopted into the City's Comprehensive Plan. Inclusion into the LHAP is at City Commission's discretion.

PARKING AND SETBACK REQUIREMENTS

Meeting Synopsis:

The City of Deerfield Beach Land Development Code allows for flexibility in parking and setback

requirements within Planned Unit Development districts.

Existing Strategy: NO

AHAC Recommendation: Not recommended for inclusion

Schedule for Implementation: Not Applicable

FLEXIBLE LOT CONFIGURATIONS

Meeting Synopsis:

The City of Deerfield Beach Land Development Code includes provisions for flexible lot configuration within Planned Unit Development and Transit Oriented Development districts which benefits affordable housing development.

Existing Strategy: NO

AHAC Recommendation: Consideration for inclusion in the LHAP

Schedule for Implementation: This incentive was adopted into the City's Comprehensive Plan. Inclusion into the LHAP is at the City Commission's discretion.

MODIFICATION OF STREET REQUIREMENTS

Meeting Synopsis:

The City of Deerfield Beach Land Development Code Lot regulation requirements does not include a direct provision for affordable housing. However, modifications are considered within Planned Unit Development districts.

Existing Strategy: NO

AHAC Recommendation: Not recommended for inclusion

Schedule for Implementation: Not Applicable

PROCESS OF ONGOING REVIEW (Mandatory)

Meeting Synopsis:

The City of Deerfield Beach reviews policies, procedures, ordinances, regulations, or plan revisions routinely to ensure there is no impact to affordable housing prior to adoption. The review process involves input from city staff, stakeholders, elected officials and the public.

Existing Strategy: YES

AHAC Recommendation: Not Applicable

Schedule for Implementation: Already in place – Comprehensive Plan, Land Development Code, and LHAP

PUBLIC LAND INVENTORY

Meeting Synopsis:

The City of Deerfield Beach maintains a public land inventory of affordable housing in accordance with Florida Statute 166.0451.

Existing Strategy: YES

AHAC Recommendation: Not Applicable

Schedule for Implementation: Already in place – Comprehensive Plan, Land Development Code, LHAP, and the City's website.

SUPPORT OF DEVELOPMENT NEAR TRANSPORTATION HUBS

Meeting Synopsis:

The City of Deerfield Beach Land Development Code includes Transit Oriented Development which provides for innovations in mixed use development which is transit supportive. The code also includes establishment of the Local Activity Center which shall include 'Affordable housing opportunities favoring urban development patterns characterized by reduced lot sizes and vertical integration of residential units with nonresidential uses.'

Existing Strategy: NO

AHAC Recommendation: Consideration for inclusion in the LHAP

Schedule for Implementation: This incentive strategy was adopted into the City's Comprehensive Plan. Inclusion into the LHAP is at the City Commission's discretion.



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2023-2257

Agenda Date: 12/12/2023

Status: PUBLIC HEARINGS –
SECOND READING

In Control: City Commission

Title

P.H. 2024-024: ORDINANCE 2023/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, ADOPTING THE UPDATED FIVE YEAR SCHEDULE OF CAPITAL IMPROVEMENTS SET FORTH IN TABLES 10.2 AND 10.4 IN ORDER TO UPDATE THE CAPITAL IMPROVEMENTS ELEMENT ("CIE") IN CONFORMANCE WITH SECTION 163.3177, FLORIDA STATUTES, AS MORE SPECIFICALLY SET FORTH IN EXHIBIT "A"; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

Recommended Action

Commission to vote on Ordinance

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

Attached is the annual update of the five-year schedule of Capital Improvements for the next five years (FY 2024 – FY 2028) for the City's Capital Improvement Element of the Comprehensive Plan. Florida State Statutes require that each municipality update their Capital Improvement Element to reflect changes made to the Capital Improvement Plan, which was adopted by the City Commission on September 13, 2023. This document shows planned capital improvement projects for the next 5 years, whether they are funded or not.

No new information is provided in this document. All data collected is from the adopted Capital Improvement Plan. Approving this item does not change the City Budget or Capital Improvement Plan. Each year, this document is updated to reflect the differences between last year's five-year plan and the current five year plan. These changes are shown in Table 10.2 – Five Year Schedule for Capital Improvements for FY 2024-2028 and Table 10.4 – Five Year Schedule of Capital Improvements Summary by Functional Category 2024-2028. Additional changes in this section are to numerical updates to each fund's revenue source.

This item was reviewed and recommended for approval by the Planning and Zoning Board at its October 5, 2023 meeting.

Upon approval, the CIE will be sent to the Florida Department of Economic Opportunity for review.

Recommendation

Staff recommends approval.

ORDINANCE NO. 2023

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, ADOPTING THE UPDATED FIVE YEAR SCHEDULE OF CAPITAL IMPROVEMENTS SET FORTH IN TABLES 10.2 AND 10.4 IN ORDER TO UPDATE THE CAPITAL IMPROVEMENTS ELEMENT (“CIE”) IN CONFORMANCE WITH SECTION 163.3177, FLORIDA STATUTES, AS MORE SPECIFICALLY SET FORTH IN EXHIBIT “A”; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

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

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

WHEREAS, Table 10.2 of the Capital Improvements Element of the City of Deerfield Beach’s Comprehensive Plan sets forth a “Five Year Schedule of Capital Improvements”; and

WHEREAS, Table 10.4 sets forth the Five Year Schedule of Capital Improvements Summary by Functional Category for Fiscal Years 2024-2028; and

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

WHEREAS, pursuant to state law, the Planning and Zoning Board, acting in its capacity as the Local Planning Agency, held a duly noticed public hearing on October 5, 2023, to review the proposed updated five-year schedule for Fiscal Years 2024-2028 and has forwarded a recommendation of approval to the City Commission; and

WHEREAS, the City Commission, after review of the recommendations of the staff, the Local Planning Agency, comments made at the public hearing, and careful consideration of the issues, finds that the proposed update to the five-year schedule of capital improvements and the associated tables for Fiscal Years 2024-2028 is in the best interest of the health, safety, and welfare of the citizens of the City of Deerfield Beach.

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

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

Section 2. That Table 10.2 “Five Year Schedule of Capital Improvements” and Table 10.4 “Five Year Schedule of Capital Improvements Summary by Functional Category” of the Capital Improvements Element of the City of Deerfield Beach’s Comprehensive Plan for Fiscal Years 2024-2028 are hereby updated and adopted in compliance with Section 163.3177, Florida Statutes, as more specifically set forth in the attached Exhibit “A.”

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

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

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

PASSED 1ST READING ON THIS ____ DAY OF _____, 2023.

PASSED 2ND READING ON THIS ____ DAY OF _____, 2023.

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

EXHIBIT A



Deerfield Beach
Florida

COMPREHENSIVE PLAN

CAPITAL IMPROVEMENTS ELEMENT ANNUAL UPDATE FOR FY2024-FY2028

VOLUME 10.0



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

**Adopted December 12, 2024
Revised Capital Improvement Plan FY24-FY28**

Prepared by the
City of Deerfield Beach

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

CITY OF DEERFIELD BEACH

City Commission

Bill Ganz, Mayor
Bernie Parness – Vice Mayor
Michael Hudak – District 1
Ben Preston – District 2
Todd Drosky – District 4

Office of the City Manager

David Santucci, City Manager
Horace McHugh, Deputy City Manager

Office of the City Attorney

Anthony Soroka, City Attorney

Planning and Zoning Board

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

Planning and Development Services

Eric Power, Director
Christopher Suneson, Assistant Director
Daniel Mantell, Planning and Zoning Manager
Bonnie Jacobson, Senior Planner
Rafaela Thermidor, Planner
Emily Cortez, Assistant Planner

Financial Services

Stephanie Tinsley, Chief Financial Officer

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10.0 CAPITAL IMPROVEMENTS ELEMENT

10.1 INTRODUCTION

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

10.2 GOALS, OBJECTIVES AND POLICIES

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

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

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

10.2.1 Capital Improvements Goals, Objectives and Policies

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Policy CIE 1.4.2: General obligation bonds, backed by the full faith and credit of the City, shall be issued only if all general obligation bonds outstanding at the time together with the amounts of bonds proposed to be issued does not exceed two percent (2%) of the assessed valuation of taxable property.

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

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

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

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

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

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

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

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

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

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

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

Potable water needs for customers who are within the City limits but served by the Broward County system is set by the county according to the Broward County Comprehensive Plan. The County's Level of Service (LOS) standard is an average day flow demand. The potable water average day demand is multiplied by a factor for each particular water district to determine the maximum day demand available for supply that is being requested. An analysis of available potable water capacity is then included prior to commitments to serve permitted undeveloped projects, as well as current customer usage.

- **Recreation and Open Space:** The City shall provide a minimum LOS of three (3) acres of community and/or regional parks within the city limits for every 1,000 permanent residents, including those areas annexed from Broward County. Recreational LOS acreage shall comply with the requirements outlined in the Broward County Comprehensive Plan.
- **Transportation Concurrency:** LOS standards for roadways shall be as follows:
 - a.) City collector roadways: LOS D for peak hour travel.
 - b.) State and county arterial roadways: Shall comply with the County's transit oriented concurrency (TOC) standards for the Northeast District. Within the Northeast Concurrency District, the transportation LOS standard for the purpose of issuing development orders and permits are to achieve and maintain the following.
 - Increase transit ridership 10%
 - Provide 1.4 million fixed-route revenue service hours
 - Construct bus shelters at 1/3 of stop locations
 - Maintain average fleet age of 6 years or less
 - Maximum vehicular traffic volume 75% above LOS standard*
 - Ensure adequate transit maintenance infrastructure to accommodate fleet demand
 - Study and develop two additional intermodal transit centers
 - Increase fixed-route fleet by up to 15 vehicles to support new and expanded service
 - Procure up to 40 vehicles to support Community Bus operations."

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

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

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

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

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

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

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

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

Table 10. 1 Long Range Transportation Planning LOS

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

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

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

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

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

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

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

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

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

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

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

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

10.3 BASELINE DATA

10.3.1 Public Facilities Inventory

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

10.3.1.1 Consistency with Other Comprehensive Plan Elements

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

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

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

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

10.3.1.2 Five Year Schedule of Capital Improvements

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

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

Table 10.2 Five Year Schedule of Capital Improvements FY 2024 - FY2028

City of Deerfield Beach
General Capital Fund
Capital Expenditures by Category

	FY24	FY25	FY26	FY27	FY28	Total Budget
REVENUES AND OTHER FINANCING SOURCES						
Transfer In - General Unassigned Fund Balance	\$ 3,950,871	\$ 6,423,000	\$ 9,994,000	\$ 1,875,000	\$ 1,110,000	\$ 23,352,871
Transfer In - Solid Waste Unassigned Fund Balance	-	250,000	-	-	-	250,000
Transfer In - Road & Bridge Grant Funding	2,889,088	3,520,000	2,273,090	-	-	8,682,178
Transfer In - Federal Grant Funding	750,000	-	-	-	-	750,000
Transfer In - State Grant Funding	982,419	-	-	-	-	982,419
Debt/Loan Proceeds	11,788,000	6,520,000	1,500,000	1,500,000	1,500,000	22,788,000
Lease/Purchase Proceeds	1,880,251	1,214,806	904,145	720,863	563,500	5,083,165
Total Revenues & Other Financing Sources	\$ 22,020,629	\$ 17,927,606	\$ 14,671,235	\$ 4,095,663	\$ 3,173,500	\$ 61,888,633
EXPENDITURES AND OTHER FINANCING USES						
Infrastructure Projects						
Air Pavilion at Oveta McKeithen Outside Basketball Court	\$ -	\$ 600,000	\$ -	\$ -	\$ -	\$ 600,000
CCC Building A - 2nd Floor	-	500,000	-	-	-	500,000
City Bridge Rehabilitation	368,000	2,500,000	400,000	400,000	400,000	4,068,000
City -Wide Unified Key Management System	125,000	-	-	-	-	125,000
Citywide Court Surfacing & Enclosures	50,000	90,000	-	-	-	140,000
Citywide Fitness Courts	-	116,000	64,000	81,000	-	261,000
Citywide Median Improvements	500,000	150,000	150,000	150,000	150,000	1,100,000
Citywide Park Lighting	300,000	350,000	350,000	-	-	1,000,000
Citywide Pavilions	-	420,000	180,000	100,000	60,000	760,000
Citywide Playgrounds	450,000	750,000	800,000	350,000	500,000	2,850,000
Citywide Restrooms	-	110,000	300,000	495,000	-	905,000
Citywide Street Lighting	800,000	-	-	-	-	800,000
Citywide Street Resurfacing	-	3,000,000	1,500,000	1,500,000	1,500,000	7,500,000
Constitution Park Community Center	500,000	-	5,800,000	200,000	-	6,500,000
Dixie Highway Streetscape Improvements	-	564,000	-	-	-	564,000
Electric Chargers Pilot Project	-	58,000	-	99,000	-	157,000
ERP Implementation (Carryforward)	4,000,000	-	-	-	-	4,000,000
FAU Research Park Blvd	-	7,040,000	-	-	-	7,040,000
FEC Fence (SE 10th St to Sample Road)	900,000	-	-	-	-	900,000
International Fishing Pier Structural Repair & Rehabilitation	4,500,000	-	-	-	-	4,500,000
Johnie McKeithen Masterplan & Park Improvement	-	75,000	1,600,000	-	-	1,675,000
LAP Project 445529-1 City of Deerfield Beach (various	389,088	-	2,273,090	-	-	2,662,178
Lifeguard Towers	931,993	-	-	-	-	931,993
Middle School Aquatics Parking Lot	700,000	-	-	-	-	700,000
Parking Lot Resurfacing	-	140,000	-	-	-	140,000
Pioneer Grove Corridor	5,000,000	-	-	-	-	5,000,000
Pioneer Park Dock, Rail and Piling	-	-	350,000	-	-	350,000
Safe Routes to School - Deerfield Elementary School LAP	610,177	-	-	-	-	610,177
Showmobile Replacement	-	250,000	-	-	-	250,000
West Community Center Building and Parking Lot Improvements	216,120	-	-	-	-	216,120
Total Infrastructure Projects	\$ 20,340,378	\$ 16,713,000	\$ 13,767,090	\$ 3,375,000	\$ 2,610,000	\$ 56,805,468

City of Deerfield Beach
General Capital Fund
Capital Expenditures by Category

	FY24	FY25	FY26	FY27	FY28	Total Budget
<u>Equipment/Fleet</u>						
<u>Office of Public Safety:</u>						
Fire Rescue Ambulance	\$ 561,000	\$ 654,126	\$ 268,513	\$ 268,513	\$ -	\$ 1,752,152
Pickup Truck (Administration)	102,200	97,020	88,020	62,000	-	349,240
Pickup Truck (Park Ranger)	36,000	-	-	-	-	36,000
Pickup Truck (Parking Authority)	36,000	-	-	-	-	36,000
SUV (Fire/Rescue)	-	-	55,902	-	-	55,902
SUV (Park Rangers)	34,000	-	-	-	-	34,000
<u>Sustainable Mangement:</u>						
Auto - Hybrid/Electric	-	-	50,000	-	-	50,000
<u>Environmental Services:</u>						
Cargo Van	-	-	-	103,000	-	103,000
<u>Community Services:</u>						
Passenger Bus	283,400	-	300,000	-	110,000	693,400
<u>Parks & Recreation:</u>						
Auto - Hybrid/Electric	-	-	50,000	-	-	50,000
Backhoe (Cemetery)	147,000	-	-	-	-	147,000
Backhoe (Parks Maintenance)	-	150,000	-	-	-	150,000
Cargo Van	-	-	-	-	45,000	45,000
Dump Truck	114,000	-	-	-	-	114,000
Passenger Van (Parks Maintenance)	57,000	-	-	-	-	57,000
Passenger Van (Recreation)	57,000	60,420	-	-	-	117,420
Pickup Truck (Parks Maintenance)	135,900	133,040	91,710	148,500	148,500	657,650
Pickup Truck (Athletics)	-	-	-	-	40,000	40,000
Pickup Truck (Cemetery)	-	-	-	47,300	-	47,300
Skid Steer	-	-	-	46,350	100,000	146,350
Stake Body	-	-	-	-	120,000	120,000
Surf Rake	65,845	-	-	-	-	65,845
Sweeper	-	-	-	45,000	-	45,000
Tractor	50,906	120,000	-	-	-	170,906
Total Equipment/Fleet	\$ 1,680,251	\$ 1,214,606	\$ 904,145	\$ 720,663	\$ 563,500	\$ 5,083,165
Total Expenditures & Other Financing Uses	\$ 22,020,629	\$ 17,927,606	\$ 14,671,235	\$ 4,095,663	\$ 3,173,500	\$ 61,888,633

**City of Deerfield Beach
Utilities Capital Fund
Capital Expenditures by Category**

	FY24	FY25	FY26	FY27	FY28	Total Budget
REVENUES AND OTHER FINANCING SOURCES						
Transfer In - Utilities Unassigned Fund Balance	\$ 5,575,828	\$ 10,675,465	\$ 2,392,100	\$ 1,200,000	\$ 1,200,000	\$ 21,043,393
Transfer In - Direct ARPA Funding	1,725,005	26,000	-	-	-	1,751,005
Lease/Purchase Proceeds	340,301	630,700	342,600	602,550	471,000	2,387,151
Loan Proceeds	1,727,824	9,000,000	9,000,000	900,000	-	20,627,824
TOTAL REVENUES & OTHER FINANCING SOURCES	\$ 9,368,958	\$ 20,332,165	\$ 11,734,700	\$ 2,702,550	\$ 1,671,000	\$ 45,809,373
EXPENDITURES AND OTHER FINANCING USES						
Infrastructure Projects						
Advanced Metering Infrastructure (AMI)	2,246,828	240,000	-	-	-	2,486,828
Ammonia Conversion and 4-Log Removal Project	750,000	126,000	-	-	-	876,000
Chemical Line and Bulk Tank Replacement Project	-	4,800,000	480,000	-	-	5,280,000
Chlorine Conversion	500,000	-	-	-	-	500,000
East Water Treatment Plant Site Improvements	-	220,000	-	-	-	220,000
Floridan Well Rehabilitation Project	1,075,005	-	-	-	-	1,075,005
Injection Well Rehabilitation	50,000	-	-	-	-	50,000
Ion Exchange System	-	9,000,000	9,000,000	900,000	-	18,900,000
Motor Control Center Replacement Project	800,000	-	-	-	-	800,000
Operator Control Console Upgrades	700,000	70,000	-	-	-	770,000
Program Logic Controls Replacement Project (PLC upgrade)	292,000	-	-	-	-	292,000
Reverse Osmosis and Nano Filtration Sand Strainer Project	302,000	1,632,000	163,200	-	-	2,097,200
Reverse Osmosis- Degasifier and Scrubber Media Replacement and System Rehabilitation	55,000	485,000	48,500	-	-	588,500
RO Element Replacement and Train Refurbishment	90,000	834,000	83,400	-	-	1,007,400
SW 10th Street Reclaimed Water Line	1,727,824	-	-	-	-	1,727,824
Transfer Switch Upgrade Project	-	64,465	-	-	-	64,465
Transite Water Main Replacement Program	\$ 120,000	\$ 1,200,000	\$ 1,200,000	\$ 1,200,000	\$ 1,200,000	\$ 4,920,000
Utility Network and Communication Upgrades	100,000	10,000	-	-	-	110,000
Water Main Replacement at East Water Treatment Plant	70,000	670,000	67,000	-	-	807,000
Well Generators and Variable Frequency Drive Replacement	150,000	350,000	350,000	-	-	850,000
TOTAL INFRASTRUCTURE PROJECTS	\$ 9,028,657	\$ 19,701,465	\$ 11,392,100	\$ 2,100,000	\$ 1,200,000	\$ 43,422,222
Equipment/Fleet						
Forklift	\$ 109,000	\$ -	\$ -	\$ -	\$ -	\$ 109,000
Cargo Van	-	-	-	-	103,000	103,000
Pickup Truck	-	47,700	-	-	103,000	150,700
Dump Truck	-	212,000	-	-	-	212,000
Pickup Truck	231,301	106,000	342,600	180,250	-	860,151
Truck Crane	-	265,000	-	-	-	265,000
Sewer Truck	-	-	-	422,300	-	422,300
Backhoe	-	-	-	-	165,000	165,000
Skid Steer	-	-	-	-	100,000	100,000
TOTAL EQUIPMENT/FLEET	\$ 340,301	\$ 630,700	\$ 342,600	\$ 602,550	\$ 471,000	\$ 2,387,151
TOTAL EXPENDITURES & OTHER FINANCING USES	\$ 9,368,958	\$ 20,332,165	\$ 11,734,700	\$ 2,702,550	\$ 1,671,000	\$ 45,809,373

City of Deerfield Beach
Solid Waste Capital Fund
Capital Expenditures by Category

	FY24	FY25	FY26	FY27	FY28	Total Budget
REVENUES AND OTHER FINANCING SOURCES						
Lease/Purchase Proceeds	\$ 2,139,501	\$ 1,156,005	\$ 1,190,686	\$ 1,764,619	\$ 1,889,154	\$ 8,139,965
TOTAL REVENUES & OTHER FINANCING SOURCES	\$ 2,139,501	\$ 1,156,005	\$ 1,190,686	\$ 1,764,619	\$ 1,889,154	\$ 8,139,965
EXPENDITURES AND OTHER FINANCING USES						
<u>Equipment/Fleet</u>						
Front Load Truck	\$ 1,435,530	\$ -	\$ -	\$ 538,110	\$ 554,254	\$ 2,527,894
Pickup Truck	36,000	38,160	39,305	40,485	83,400	237,350
Roll Off Truck	343,350	363,951	374,870	386,115	397,700	1,865,986
Grapple Truck	324,621	344,098	354,421	365,054	376,005	1,764,199
ASL Truck	-	409,796	422,090	434,855	477,795	1,744,536
TOTAL EQUIPMENT/FLEET	\$ 2,139,501	\$ 1,156,005	\$ 1,190,686	\$ 1,764,619	\$ 1,889,154	\$ 8,139,965
TOTAL EXPENDITURES & OTHER FINANCING USES	\$ 2,139,501	\$ 1,156,005	\$ 1,190,686	\$ 1,764,619	\$ 1,889,154	\$ 8,139,965

City of Deerfield Beach
Stormwater Capital Fund
Capital Expenditures by Category

	FY24	FY25	FY26	FY27	FY28	Total Budget
REVENUES AND OTHER FINANCING SOURCES						
Transfer In - Stormwater Unassigned Fund Balance	\$ 2,185,630	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 3,785,630
Transfer In - Federal Grant Direct ARPA Funding	3,023,874	-	-	-	-	3,023,874
Transfer In - Utilities Fund	4,999,773	-	-	-	-	4,999,773
Transfer In - State Grant Funding	435,000	-	-	-	-	435,000
Loan Proceeds	400,000	1,800,000	-	-	-	2,200,000
TOTAL REVENUES & OTHER FINANCING SOURCES	\$ 11,044,277	\$ 2,200,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 14,444,277
EXPENDITURES AND OTHER FINANCING USES						
<u>Infrastructure Projects</u>						
Citywide Stormwater Improvements	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 2,000,000
College Park Stormwater Capital Improvement	400,000	1,800,000	-	-	-	2,200,000
Crystal Lake Drainage and Paving	2,800,000	-	-	-	-	2,800,000
SE 8TH Avenue, Stormwater Capital Improvement	2,339,911	-	-	-	-	2,339,911
West Deerfield, Stormwater Capital Improvement	4,669,366	-	-	-	-	4,669,366
Martin Luther King Jr. Avenue Stormwater Improvement	435,000	-	-	-	-	435,000
TOTAL INFRASTRUCTURE PROJECTS	\$ 11,044,277	\$ 2,200,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 14,444,277
TOTAL EXPENDITURES & OTHER FINANCING USES	\$ 11,044,277	\$ 2,200,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 14,444,277

City of Deerfield Beach
General Obligation/Revenue Bonds
Capital Expenditures by Category

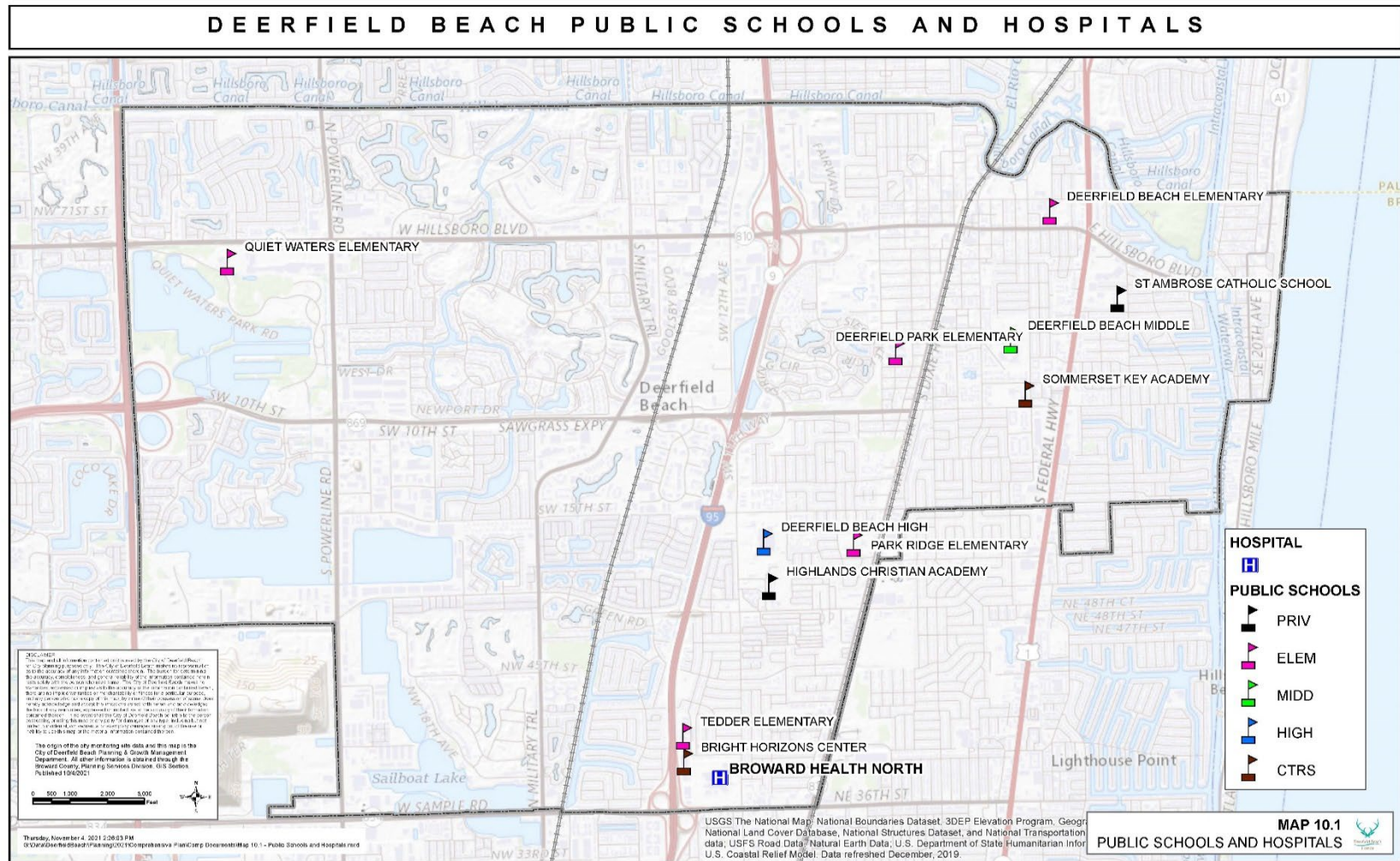
	FY24	FY25	FY26	FY27	FY28	Total Budget
REVENUES AND OTHER FINANCING SOURCES						
General Obligation/Revenue Bonds	\$ 3,206,498	\$ -	\$ -	\$ -	\$ -	\$ 3,206,498
Transfer In - Public Works Grants	1,399,796	-	-	-	-	1,399,796
TOTAL REVENUES & OTHER FINANCING SOURCES	\$ 4,606,294	\$ -	\$ -	\$ -	\$ -	\$ 4,606,294
EXPENDITURES AND OTHER FINANCING USES						
<u>Infrastructure Projects</u>						
Center for Active Aging	\$ 1,809,698	\$ -	\$ -	\$ -	\$ -	\$ 1,809,698
City Hall Renovations	2,347,496	-	-	-	-	2,347,496
Tigner Center	449,100	-	-	-	-	449,100
TOTAL INFRASTRUCTURE PROJECTS	\$ 4,606,294	\$ -	\$ -	\$ -	\$ -	\$ 4,606,294
TOTAL EXPENDITURES & OTHER FINANCING USES	\$ 4,606,294	\$ -	\$ -	\$ -	\$ -	\$ 4,606,294

City of Deerfield Beach
Community Redevelopment Agency Fund
Capital Expenditures by Category

	FY24	FY25	FY26	FY27	FY28	Total Budget
REVENUES AND OTHER FINANCING SOURCES						
Unassigned Fund Balance	\$ 3,534,247	\$ -	\$ -	\$ -	\$ -	\$ 3,534,247
TOTAL REVENUES & OTHER FINANCING SOURCES	\$ 3,534,247	\$ -	\$ -	\$ -	\$ -	\$ 3,534,247
EXPENDITURES AND OTHER FINANCING USES						
<u>Infrastructure Projects</u>						
S-Curve Utility Undergrounding & Streetscape	\$ 2,084,247	\$ -	\$ -	\$ -	\$ -	\$ 2,084,247
Hillsboro Bridge Mural	1,450,000	-	-	-	-	1,450,000
TOTAL INFRASTRUCTURE PROJECTS	\$ 3,534,247	\$ -	\$ -	\$ -	\$ -	\$ 3,534,247
TOTAL EXPENDITURES & OTHER FINANCING USES	\$ 3,534,247	\$ -	\$ -	\$ -	\$ -	\$ 3,534,247

10.3.1.3 Public Education and Public Health Systems Facilities

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



Map 10-1 Public Schools and Hospitals

10.3.2 Revenue Resources and Funding Mechanisms

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

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

General Capital Project Fund - \$61,888,633

The General fund represents 45% of the overall CIP funding over the next five years. A total of 33 General Fund projects and replacements have been identified. New infrastructure projects totaling \$20,340,378 and \$1,680,251 in Equipment/Fleet replacements have been scheduled in FY2024. Parks and Recreation improvements represent 20% of the costs estimated for total General Fund FY24 CIP. Construction and Facilities improvements represent 24% of the costs estimated for total General Fund FY24 CIP.

Utility Capital Project Fund - \$45,809,373

The Utility Fund represents 33% of the FY24-FY28 CIP. The funding here is for ongoing rehabilitation of the City's water plant and laboratory facilities.

Solid Waste Capital Project Fund - \$8,139,965

The City of Deerfield Beach prides itself on providing quality, low costs solid waste and disposal services. Solid Waste improvements represent 6% of the FY24-28 CIP for regularly scheduled fleet replacements, which are funded by user fees from the Solid Waste Fund as well as lease purchase proceeds. Regular replacement of Solid Waste's fleet will invariably reduce the City's on-going maintenance costs for vehicles reaching their estimated useful life.

Stormwater Capital Project Fund - \$14,444,277

The Stormwater Fund represents 10% of the FY24-FY28 CIP. Major projects include Citywide Stormwater improvements, renovation costs for the Environmental Services Building, and scheduled fleet replacements.

General Obligation/Revenue Bonds - \$4,606,294

The General Obligation/Revenue Bond projects represent 3% of the FY24-28 CIP. The project's cost included here are planned expenditures for ongoing projects which includes the renovation of the existing City Hall, the renovation of the Center for Active Aging, and improvements to the Tigner Center.

Community Redevelopment Agency Fund - \$3,534,247

The Community Redevelopment represents 3% of the FY24-28 CIP. There are two infrastructure projects included, S-Curve Utility Undergrounding & Streetscape and Hillsboro Bridge Mural. S-Curve Utility Underground & Streetscape project will underground overhead utilities, install paver sidewalks, replace current pedestrian lighting with decorative street lighting and lighted bollards along the A1A S-Curve and Ocean Way. Hillsboro Bridge Mural project is a component of the Art in Public Places Program where an original artistic mural package will be installed on the Hillsboro Bridge.

10.3.3 Major Sources of Revenue

Property Taxes

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

Public Service Tax

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

Franchise Fees

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

Building Permits

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

State Shared Revenues

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

Table 10.3 State Shared Revenues

Source of Revenue	Budgeted Revenue		Dollar Change	Percentage Change
	FY23	FY24		
Mobile home licenses	\$ 15,000	\$ 14,000	\$ (1,000)	-7.1%
Alcoholic beverage licenses	55,000	50,000	(5,000)	-10%
Half-cent sales tax	6,100,000	6,700,000	600,000	9.8%
Motor fuel tax rebate	40,000	30,000	(10,000)	-25%
Public service taxes	8,894,000	9,305,000	411,000	4.6%
Local option gas tax	1,147,356	1,177,419	30,063	2.6%
State revenue sharing	2,900,000	2,800,000	(100,000)	-3.6%
Total	\$ 19,151,356	\$ 20,076,419	\$ 925,063	4.8%

10.4 ANALYSIS

10.4.1 Local Practices Guiding Timing and Location of Public Facilities

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

- the City will develop and update a five-year CIP on an annual basis;
- the mission of the organization is to enhance the quality of life within our community through a proactive and effective government;
- continued maintenance and repair of city facilities;

- maximization of city resources, availability of funds and reflection of sound fiscal policies including infrastructure investments;
- capital improvements to include items/projects that have a life expectancy of over one year and a cost in excess of \$25,000, and;
- capital improvements to be ranked in order of priority by city staff based upon the proposed guidelines contained in Policy CIE 1.1.3 of this Element.

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

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

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

10.4.3 Costs of Needed Capital Improvements and Basis of Cost Estimates

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

**Table 10. 4 Five-Year Schedule of Capital Improvements
Summary by Functional Category FY 2024-2028**

FUNDING SOURCE CODES	TOTAL	
General Capital Project Fund		\$ 61,888,633
Utility Capital Project Fund		\$ 45,809,373
Solid Waste Capital Project Fund		\$ 8,139,965
Stormwater Capital Project Fund		\$ 14,444,277
General Obligation/Revenue Bonds		\$ 4,606,294
Community Redevelopment Agency Fund		\$ 3,534,247
TOTAL		\$138,422,789
FUNDING BY YEAR	ESTIMATED COST	
Fiscal Year 2024		\$ 52,713,906
Fiscal Year 2025		\$ 41,615,776
Fiscal Year 2026		\$ 27,996,621

Fiscal Year 2027		\$ 8,962,832
Fiscal Year 2028		\$ 7,133,654
TOTAL		\$138,422,789

10.4.4 Impact of Public Educational and Health Care Systems on Infrastructure

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

10.4.5 Support of the Future Land Use Element and Plan

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

Due to the nearly built-out nature of the City, the issue of timing and location of capital improvements to public facilities is insignificant. As of 2021, there were only 208.7 acres of vacant land, or .02% percent of total land remaining in the City. Public utilities and services either are available or are within close proximity to all of these parcels. The City has been able to provide a more accurate measure of vacant land due to work with the Broward County Property Appraiser's Office.

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

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

10.4.6 Ability to Finance Capital Improvements

The City of Deerfield Beach utilizes debt to pay for essential capital expenditures. These non-recurring expenditures are of a magnitude which would have a tremendous impact if they were included in the operating budget. Debt financing distributes the costs of improvements to the

project's users over its lifetime. The pay-as-you-go method of financing is employed for capital expenditures which are appropriately incorporated into the current budget.

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

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

BUSINESS IMPACT ESTIMATE¹

Meeting Date: 11/14/2023

Agenda Item No. 8

Summary of Proposed Ordinance and Statement of Public Purpose to be Served

Florida State Statutes require that each municipality update their Capital Improvement Element to reflect changes made to the Capital Improvement Plan which was adopted by the City Commission on September 13, 2023. This document shows planned capital improvement projects for the next 5 years, whether they are funded or not.

The proposed ordinance would adopt the annual update of the five-year schedule of Capital Improvements for the next five years (FY 2024 – FY 2028) for the City's Capital Improvement Element of the Comprehensive Plan. No new information is provided in this document. All data collected is from the adopted Capital Improvement Plan.

Estimate of Direct Economic Impact on Private/For Profit Businesses

a. Estimate of Direct Business Compliance Costs:

There is no direct impact to business or cost for compliance.

b. New Charges/Fees on Businesses Impacted:

There are no new charges or fees proposed with this Ordinance.

c. Estimate of Regulatory Costs:

There are no expected additional costs for regulation of this Ordinance.

Good Faith Estimate of Number of Businesses Likely Impacted:

It is estimated that no businesses would be affected by the Ordinance.

Any Additional Information:

¹ Business Impact Estimate does not apply to the following:

1. Ordinances required for compliance with federal or state law or regulation;
2. Ordinances related to the issuance or refinancing of debt;
3. Ordinances relating to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
4. Ordinances required to implement a contract/agreement;
5. Emergency ordinances;
6. Ordinances relating to procurement;
7. Ordinances enacted to implement the following:
 - a. Part II of Chapter 163, F.S.;
 - b. Sec. 190.005, F.S. and Sec. 190.046, F.S.;
 - c. Sec. 553.73, F.S. (Fla. Building Code);
 - d. Sec. 633.202, F.S. (Fla. Fire Prevention Code).

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

YOU ARE HEREBY NOTIFIED that a public hearing will be before the City Commission on **Tuesday, December 12, 2023** at 7:00 p.m. in the City Commission Chambers, City Hall, 150 NE 2nd Avenue, Deerfield Beach, Florida, and utilizing communications media technology with some elected officials and/or City staff participating through video conferencing via Zoom (virtual meeting) to consider the following ordinances:

P.H. 2024-024: ORDINANCE 2023/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, ADOPTING THE UPDATED FIVE-YEAR SCHEDULE OF CAPITAL IMPROVEMENTS SET FORTH IN TABLES 10.2 AND 10.4 IN ORDER TO UPDATE THE CAPITAL IMPROVEMENTS ELEMENT ("CIE") IN CONFORMANCE WITH SECTION 163.3177, FLORIDA STATUTES, AS MORE SPECIFICALLY SET FORTH IN EXHIBIT "A"; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

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

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

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

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

BY: HEATHER MONTEMAYOR, CMC, CITY CLERK

Publish: Sun-Sentinel
December 1, 2023



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2023-2258

Agenda Date: 12/12/2023

Status: PUBLIC HEARINGS –
SECOND READING

In Control: City Commission

Title

P.H. 2024-025: ORDINANCE 2023/ - AN ORDINANCE OF THE CITY OF DEERFIELD BEACH, FLORIDA, AUTHORIZING THE ISSUANCE OF DEBT OBLIGATIONS OF THE CITY ("OBLIGATIONS"), IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$16,500,000, TO PROVIDE FUNDS, TOGETHER WITH OTHER AVAILABLE MONEYS, TO PAY THE COST OF CERTAIN CAPITAL IMPROVEMENTS TO THE CITY'S WATER AND SEWER SYSTEM AND TO PAY COSTS OF ISSUANCE OF THE OBLIGATIONS; PROVIDING THAT SUCH OBLIGATIONS SHALL BE SECURED BY AND PAYABLE FROM CERTAIN PLEDGED REVENUES CONSISTING PRIMARILY OF THE NET REVENUES OF THE WATER AND SEWER SYSTEM, AS SHALL BE SET FORTH OR PROVIDED FOR IN A SUPPLEMENTAL RESOLUTION TO BE ADOPTED BY THE CITY COMMISSION PRIOR TO THE ISSUANCE OF THE OBLIGATIONS; PROVIDING THAT, SUBJECT TO THE LIMITATIONS HEREIN CONTAINED, THE TERMS OF SUCH OBLIGATIONS SHALL BE ESTABLISHED OR PROVIDED FOR AND THE OBLIGATIONS SHALL BE SOLD AS PROVIDED IN THE SUPPLEMENTAL RESOLUTION; AUTHORIZING THE TAKING OF OTHER ACTIONS RELATING TO THE OBLIGATIONS; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Recommended Action

Commission to vote on the Ordinance

Voting Requirement

Enactment requires a 3/5 vote of the City Commission

Background/History

Several large-dollar projects within the Utility Fund FY2023 and FY2024 Capital Budgets as well as for the Utility Fund's Five-Year Capital Improvement Plan have been approved for debt financing. On July 18, 2023, the City Commission approved a "resolution of intent" to issue tax-exempt debt in an amount not to exceed \$45.2 million to finance the costs of improvements to the City's Water and Sewer System and to use a portion of the proceeds of such debt to reimburse expenditures paid or incurred prior to the date of issuance. The approval of the resolution was the initial required step when there is an expectation of payment for expenditures related to these debt-financed projects that will occur prior to the actual associated issuance of debt on a tax-exempt basis.

City staff, along with financial and utility management consultants and the legal team, considered and evaluated several funding strategies to assess and understand the potential impacts of each strategy as it pertains to cash flow, debt service coverage, and reserve positions by utilizing the modeling created by Raftelis for the feasibility study. The goal was to provide the funding needed for the imminent projects, preserve as much flexibility as possible, and identify/mitigate risks.

As indicated in July, the City will utilize debt financing in two phases; initial smaller borrowing through a bank loan in FY2024 (the "Bank Loan"), and then a larger long-term issuance of rated

Water/Wastewater Revenue Bonds in the next 12 to 18 months. This affords the ability to fully design the Ion Exchange Treatment System implementation, which has a projected construction budget of approximately \$19 million.

Below is a list of the projects currently being contemplated for debt-financing in which activity has begun:

- 1) Ion Exchange System Design Phase - \$1.8M
- 2) Nano Filtration Programmable Logic Controller (PLC) Instrumentation Rehabilitation - \$292K
- 3) Nano Filtration Replace Single Sand Strainer with Three Strainers - \$2.1M
- 4) Chemical Line and Bulk Tank Replacement Project (Nano Filtration/Reverse Osmosis Chemical System Upgrades) - \$5.3M
- 5) Water and Sewer Upgrades for Pioneer Grove and FAU Research Park Blvd - \$1.2M

Once the proceeds of the Bank Loan are received, the City will have 24 - 36 months to spend the funding. To allow for the maximum amount of time for the larger projects to be fully developed and shovel ready, the Utilities Fund has cash flow levels that can initially fund the smaller projects until they are replenished from loan proceeds.

Current Activity

On behalf of the City, our financial consultants – Davenport & Company – distributed a request for proposals (RFP) to approximately 100 local, regional, and national banks for a Direct Bank Loan to obtain financing for Water and Sewer projects in an amount up \$16.5 million. The proposals were due no later than October 25, 2023. The RFP included several options with respect to the term of the Bank Loan:

- Long-term borrowing with up to a 20 year amortization
- Bond Anticipation Note (BAN) with a 2-3 year maturity
- Line of Credit (LOC)
-

The Bank Loan would be secured by a senior pledge on Water and Sewer Revenues.

Six (6) proposals were received from the following institutions:

- Bank of America (BofA),
- Capital One Public Funding (Capital One),
- JP Morgan Chase Bank (JP Morgan),
- TD Bank,
- Webster Bank, and
- Wells Fargo.

City staff, along with the consultants and the legal team, are actively evaluating the proposals and are requesting the Commission to authorize staff to negotiate with the proposers and to select and execute a final agreement that will come before you at the December 12 regular Commission meeting.

Recommendation

Staff recommends approval of this Ordinance.

ORDINANCE NO. 2023/ _____

AN ORDINANCE OF THE CITY OF DEERFIELD BEACH, FLORIDA AUTHORIZING THE ISSUANCE OF DEBT OBLIGATIONS OF THE CITY (“OBLIGATIONS”), IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$16,500,000, TO PROVIDE FUNDS, TOGETHER WITH OTHER AVAILABLE MONEYS, TO PAY THE COST OF CERTAIN CAPITAL IMPROVEMENTS TO THE CITY’S WATER AND SEWER SYSTEM AND TO PAY COSTS OF ISSUANCE OF THE OBLIGATIONS; PROVIDING THAT SUCH OBLIGATIONS SHALL BE SECURED BY AND PAYABLE FROM CERTAIN PLEDGED REVENUES CONSISTING PRIMARILY OF THE NET REVENUES OF THE WATER AND SEWER SYSTEM, AS SHALL BE SET FORTH OR PROVIDED FOR IN A SUPPLEMENTAL RESOLUTION TO BE ADOPTED BY THE CITY COMMISSION PRIOR TO THE ISSUANCE OF THE OBLIGATIONS; PROVIDING THAT, SUBJECT TO THE LIMITATIONS HEREIN CONTAINED, THE TERMS OF SUCH OBLIGATIONS SHALL BE ESTABLISHED OR PROVIDED FOR AND THE OBLIGATIONS SHALL BE SOLD AS PROVIDED IN THE SUPPLEMENTAL RESOLUTION; AUTHORIZING THE TAKING OF OTHER ACTIONS RELATING TO THE OBLIGATIONS; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. AUTHORITY. This Ordinance is enacted pursuant to (a) Chapter 166, Florida Statutes, as amended; (b) the City Charter of the City of Deerfield Beach, Florida; (c) Article VIII, Section 2, of the Florida Constitution; and (d) other applicable provisions of law.

SECTION 2. DEFINITIONS, CAPTIONS AND HEADINGS.

(a) As used herein, unless the context otherwise requires:

“City” means the City of Deerfield Beach, Florida.

“City Commission” means the City Commission of the City.

“Code” means the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder.

“Obligations” mean bonds, notes or any other type of debt obligations issued by the City under authority of this Ordinance and a Supplemental Resolution to finance all or a portion of the cost of the Project.

“Outstanding Parity Obligations” means the Series 2018 Note.

“Pledged Revenues” has the meaning ascribed to such term in that certain Loan Agreement, dated as of June 13, 2018, by and between the City and Bank of America, N.A.

“Project” means the capital improvements to the City’s Water and Sewer System to be financed, in whole or in part, with the proceeds of the Obligations.

“Series 2018 Note” means the City’s Water and Sewer Revenue Refunding Note, Series 2018, issued in the original principal amount of \$11,397,242.60.

“Supplemental Resolution” means and includes any resolution of the City Commission supplemental to this Ordinance relating to the Obligations.

“Tax-Exempt Obligations” means Obligations issued with the intent that the interest thereon be excludable from the gross income of the owners thereof under the Code.

“Water and Sewer System” means any and all water production, transmission, purification and distribution facilities and appurtenant facilities; sewage collection, transmission, treatment and disposal facilities and appurtenant facilities now owned and operated or hereafter owned and operated by the City, including the City’s interest in any such facilities jointly owned by it with one or more other entities which system shall also include any and all improvements, extensions and additions thereto thereafter constructed or acquired, together with all property, real or personal, tangible or intangible, now or hereafter owned or used in connection therewith.

(b) All capitalized terms used herein without definitions shall have the meanings specified in this Ordinance, the Supplemental Resolution or any loan agreement authorized thereby, as applicable, unless the context otherwise requires.

(c) The captions and headings in this Ordinance are solely for convenience of reference and in no way define, limit or describe the scope or intent of any section, subsection, paragraph, subparagraph, sentence, clause, phrase or word contained herein.

SECTION 3. FINDINGS. It is hereby ascertained, found, determined and declared that:

(a) The City now owns, operates and maintains the Water and Sewer System.

(b) It is in the best interests of the City and its residents to make certain capital improvements to the Water and Sewer System.

(c) It is desirable for the City Commission to authorize, by this Ordinance, as the same shall be supplemented by a resolution supplemental hereto, the issuance and sale of the Obligations as herein provided and to use the proceeds thereof, together with other available

moneys, to pay for all or a portion of the cost of the Project and the costs of issuance of the Obligations.

(d) The Obligations, if and when issued, shall be secured and payable from the Pledged Revenues on a parity with the Outstanding Parity Obligations.

(e) The proposed issuance of the Obligations serves a valid and proper municipal purpose and public purpose.

(f) Subject to the terms hereof, the terms and details of the Obligations shall be as set forth or provided for in a Supplemental Resolution.

SECTION 4. AUTHORIZATION OF OBLIGATIONS.

(a) The City Commission hereby authorizes and approves the issuance and sale of the Obligations, in the aggregate principal amount of not to exceed \$16,500,000, for the purpose of providing funds, together with other available moneys, to pay the cost of the Project and pay the costs of issuance of the Obligations. The principal amount of the Obligations shall be determined by, or provided for in, a Supplemental Resolution. The Obligations shall be dated, shall bear interest at a rate or rates, shall be payable, shall mature, shall be subject to redemption, and shall have such other characteristics as shall be provided for in a Supplemental Resolution; provided, however that (i) the principal amount of the Obligations shall not exceed \$16,500,000, (ii) the final maturity thereof shall not exceed twenty (20) years from their date of issuance, and (iii) the interest rate thereon shall not exceed the maximum interest rate permitted by applicable law. The Supplemental Resolution for the Obligations shall also provide for the award and manner of sale of such Obligations.

(b) The Obligations shall be designated as set forth in the Supplemental Resolution.

(c) The Obligations shall be secured by the Pledged Revenues on a parity with the Outstanding Parity Obligations.

(d) The Obligations may be issued as Tax-Exempt Obligations or as taxable Obligations.

(e) The following conditions shall be complied with prior to the issuance of the Obligations:

(i) Prior to the issuance and sale of the Obligations to the original purchaser, the City Commission shall have adopted a Supplemental Resolution specifying the terms of the Obligations as required hereby or delegating to the City Manager the authority to determine the terms of the Obligations within the parameters set forth herein and in said Supplemental Resolution.

(ii) Prior to the issuance and sale of the Obligations to the original purchaser, the City Commission shall have adopted a Supplemental Resolution (which may be the

resolution described in (i) above) providing for the negotiated sale and award of the Obligations to the original purchaser within the parameters set forth herein and in the Supplemental Resolution.

SECTION 5. AUTHORIZATION OF PROJECT. The City Commission hereby authorizes the Project and the application of the proceeds of the Obligations to pay the costs thereof and the costs of issuance of the Obligations.

SECTION 6. AUTHORIZATION OF NEGOTIATIONS. The City Manager, the Chief Financial Officer, the City Attorney, bond counsel to the City and the financial advisor for the City are each hereby authorized to negotiate with banks or other financial institutions for the purchase of the Obligations and with respect to the terms of the Obligations. The City Manager is hereby authorized to accept the commitment from the institution offering, in his opinion, after consultation with the financial advisor, the best terms for the purchase of the Obligations. The final terms of the Obligations, as so agreed to by the City Manager, shall be set forth in the Supplemental Resolution or in the form of the loan agreement approved thereby. The City Attorney and bond counsel to the City are hereby authorized to draft documents and to do all other things necessary to accomplish the issuance and sale of the Obligations.

SECTION 7. GENERAL AUTHORITY. The members of the City Commission, the City Manager, the Chief Financial Officer, the City Attorney, the City Clerk and the officers, attorneys and other agents or employees of the City are hereby authorized to do all acts and things required of them by this Ordinance, the Supplemental Resolution or any loan agreement approved thereby, desirable or consistent with the requirements of this Ordinance, the Supplemental Resolution or the loan agreement for the full, punctual and complete performance of all the terms, covenants and agreements contained herein or therein, and each member, employee, attorney and officer of the City Commission, the City Manager, the Chief Financial Officer, the City Clerk and the City Attorney is hereby authorized and directed to execute and deliver any and all papers and instruments and to do and to cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated hereunder.

SECTION 8. COMPLIANCE WITH OPEN MEETING LAW. It is found and determined that all formal actions of the City Commission concerning and relating to the enactment of this Ordinance were taken in open meetings of the City Commission and that all deliberations of the City Commission and any of its committees that resulted in those formal actions were in meetings open to the public, in compliance with all legal requirements, including Section 286.011, Florida Statutes and the City Charter.

SECTION 9. CONFLICT. All ordinances or resolutions or parts thereof in conflict herewith are to the extent of such conflict superseded and repealed.

SECTION 10. SEVERABILITY. In case any section or provision of this Ordinance, or any covenant, agreement, stipulation, obligation, act or action, or part thereof, made, assumed, entered into or taken under this Ordinance or any application thereof is held to be illegal or invalid for any reason by a court of competent jurisdiction, or is inoperable at any time, that illegality, invalidity or inoperability shall not affect the remainder thereof or any other section or provision of this Ordinance, all of which shall be construed and enforced at the time as if the illegal, invalid or inoperable portion were not contained herein. Any illegality, invalidity or inoperability shall

not affect any legal, valid and operable section, provision, covenant, agreement, stipulation, obligation, act, action, part or application, all of which shall be deemed to be effective, operative, made, assumed, entered into or taken in the manner and to the full extent permitted by law from time to time.

SECTION 11. EFFECTIVE DATE. This Ordinance shall become effective immediately upon its passage and enactment on second reading.

PASSED 1ST READING ON THIS 14TH DAY NOVEMBER, 2023

PASSED 2ND READING ON THIS ____ DAY OF _____, 2023.

CITY COMMISSION OF THE CITY OF
DEERFIELD BEACH, FLORIDA

By: _____
Bill Ganz, Mayor

(SEAL)

(ATTEST)

By: _____
Heather Montemayor, CMC, City Clerk

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

YOU ARE HEREBY NOTIFIED that a public hearing will be before the City Commission on **Tuesday, December 12, 2023** at 7:00 p.m. in the City Commission Chambers, City Hall, 150 NE 2nd Avenue, Deerfield Beach, Florida, and utilizing communications media technology with some elected officials and/or City staff participating through video conferencing via Zoom (virtual meeting) to consider the following ordinances:

P.H. 2024-025: ORDINANCE 2023/ - AN ORDINANCE OF THE CITY OF DEERFIELD BEACH, FLORIDA, AUTHORIZING THE ISSUANCE OF DEBT OBLIGATIONS OF THE CITY ("OBLIGATIONS"), IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$16,500,000, TO PROVIDE FUNDS, TOGETHER WITH OTHER AVAILABLE MONEYS, TO PAY THE COST OF CERTAIN CAPITAL IMPROVEMENTS TO THE CITY'S WATER AND SEWER SYSTEM AND TO PAY COSTS OF ISSUANCE OF THE OBLIGATIONS; PROVIDING THAT SUCH OBLIGATIONS SHALL BE SECURED BY AND PAYABLE FROM CERTAIN PLEDGED REVENUES CONSISTING PRIMARILY OF THE NET REVENUES OF THE WATER AND SEWER SYSTEM, AS SHALL BE SET FORTH OR PROVIDED FOR IN A SUPPLEMENTAL RESOLUTION TO BE ADOPTED BY THE CITY COMMISSION PRIOR TO THE ISSUANCE OF THE OBLIGATIONS; PROVIDING THAT, SUBJECT TO THE LIMITATIONS HEREIN CONTAINED, THE TERMS OF SUCH OBLIGATIONS SHALL BE ESTABLISHED OR PROVIDED FOR AND THE OBLIGATIONS SHALL BE SOLD AS PROVIDED IN THE SUPPLEMENTAL RESOLUTION; AUTHORIZING THE TAKING OF OTHER ACTIONS RELATING TO THE OBLIGATIONS; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

BY: HEATHER MONTEMAYOR, CMC, CITY CLERK

Publish: Sun-Sentinel
December 1, 2023



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2023-2265

Agenda Date: 12/12/2023

Status: PUBLIC HEARINGS –
SECOND READING

In Control: City Commission

Title

Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, authorizing a loan in the aggregate principal amount not exceeding \$16,500,000 to provide interim financing for certain capital improvements to the City's water and sewer system and related costs; authorizing the issuance of a water and sewer revenue note, Series 2023 to evidence such loan; making findings and determinations as to the loan and the note; accepting the lender's proposal to provide the loan and purchase the note; providing that the City's obligations under the loan and the note shall be secured and payable from pledged funds consisting primarily of the net revenues of the City's water and sewer system; approving the form of a loan agreement with the lender and authorizing the execution and delivery of the Loan Agreement and the Note; authorizing other required actions in connection therewith; and providing an effective date. (*Departmental Business*)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

Several large-dollar projects within the Utility Fund FY2023 and FY2024 Capital Budgets as well as for the Utility Fund's Five-Year Capital Improvement Plan have been approved for debt financing. On July 18, 2023, the City Commission approved a "resolution of intent" to issue tax-exempt debt in an amount not to exceed \$45.2 million to finance the costs of improvements to the City's Water and Sewer System and to use a portion of the proceeds of such debt to reimburse expenditures paid or incurred prior to the date of issuance.

As indicated in July, the City will utilize debt financing in two phases; initial smaller borrowing through a bank loan in FY2024 (the "Bank Loan"), and then a larger long-term issuance of rated Water and Sewer Revenue Bonds in the next 12 to 18 months. This affords the ability to fully design the Ion Exchange Treatment System implementation, which has a projected construction budget of approximately \$19 million. Both the Bank Loan and the long-term Water and Sewer Revenue Bonds to be issued will be secured and payable from pledged funds that consist primarily of the net revenues of the City's Water and Sewer System. With respect to the Bank Loan, it is expected that it will be repaid on or prior to its stated maturity from a portion of the proceeds of the first series of long-term Water and Sewer Revenue Bonds issued by the City.

City staff, along with financial and utility management consultants and the legal team, considered and evaluated several funding strategies to assess and understand the potential impacts of each strategy as it pertains to cash flow, debt service coverage, and reserve positions. The goal was to provide the funding needed for the imminent projects, preserve as much flexibility as possible, and

identify/mitigate risks. **Exhibit A** provides a comprehensive listing of the projects to be funded with the Bank Loan and the long-term Water and Sewer Revenue Bonds.

Current Activity

On behalf of the City, our financial consultant distributed a request for proposals (RFP) to approximately 100 local, regional, and national banks for a direct bank loan to obtain interim financing for Water and Sewer projects for an amount up to \$16.5 million. The proposals were due no later than October 25, 2023.

Six (6) proposals were received from the following institutions:

- Bank of America (BofA),
- Capital One Public Funding (Capital One),
- JP Morgan Chase Bank (JP Morgan),
- TD Bank,
- Webster Bank, and
- Wells Fargo.

City staff, along with the consultants and the legal team, completed the evaluation of the proposals and are recommending that the City Commission accept the proposal of TD Public Finance LLC (attached as **Exhibit A**); enter into a Loan Agreement substantially in the form attached as **Exhibit B** to the resolution, for an amount of \$13.3 million; issue its Water and Sewer Revenue Note, Series 2023 to evidence the Loan; and approve the form of and authorize the execution and delivery of the Loan Agreement and the Note.

Recommendation

Staff recommends approval of this Resolution.

RESOLUTION NO. 2023/_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AUTHORIZING A LOAN IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT EXCEEDING \$16,500,000 TO PROVIDE INTERIM FINANCING FOR CERTAIN CAPITAL IMPROVEMENTS TO THE CITY’S WATER AND SEWER SYSTEM AND RELATED COSTS; AUTHORIZING THE ISSUANCE OF A WATER AND SEWER REVENUE NOTE, SERIES 2023 TO EVIDENCE SUCH LOAN; MAKING FINDINGS AND DETERMINATIONS AS TO THE LOAN AND THE NOTE; ACCEPTING THE LENDER’S PROPOSAL TO PROVIDE THE LOAN AND PURCHASE THE NOTE; PROVIDING THAT THE CITY’S OBLIGATIONS UNDER THE LOAN AND THE NOTE SHALL BE SECURED AND PAYABLE FROM PLEDGED FUNDS CONSISTING PRIMARILY OF THE NET REVENUES OF THE CITY’S WATER AND SEWER SYSTEM; APPROVING THE FORM OF A LOAN AGREEMENT WITH THE LENDER AND AUTHORIZING THE EXECUTION AND DELIVERY OF THE LOAN AGREEMENT AND THE NOTE; AUTHORIZING OTHER REQUIRED ACTIONS IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission (the “City Commission”) of the City of Deerfield Beach, Florida (the “City”) desires to obtain a loan for the purpose of providing interim financing to pay the cost of certain capital improvements to the City’s water and sewer system, as more specifically described in Exhibit A to the Loan Agreement (as defined herein) (the “Project”), pay capitalized interest through November 1, 2026 and pay costs of issuance; and

WHEREAS, on September 21, 2023, the Financial Advisor (as defined herein) distributed a Request for Proposals (the “RFP”) on behalf of the City soliciting interest from financial institutions to provide a loan to the City in an aggregate principal amount not exceeding \$16,500,000 (the “Loan”) in order to finance the cost of the Project, pay capitalized interest through November 1, 2026 and pay costs of issuance; and

WHEREAS, the City received proposals from various financial institutions in response to the RFP expressing interest in providing the Loan to the City, and

WHEREAS, TD Public Finance, LLC (the “Lender”), submitted its proposal dated October 25, 2023 (the “Proposal”) attached hereto as Exhibit A and for all purposes made a part hereof, and is willing to provide the Loan to the City upon the terms and conditions set forth in the Proposal; and

WHEREAS, the evaluation committee established by the City reviewed all proposals received and recommended that the City Commission accept the Proposal of the Lender; and

WHEREAS, the City Commission believes it is in the best interest of the City and its residents to (i) accept the Proposal, (ii) enter into a Loan Agreement between the City and the Lender (the “Loan Agreement”), substantially in the form attached hereto as Exhibit B, setting forth the terms and conditions pursuant to which the Lender will provide the Loan to the City, (iii) issue its Water and Sewer Revenue Note, Series 2023 (the “Note”) to evidence the Loan, and (iv) approve the form of and authorize the execution and delivery of the Loan Agreement and the Note.

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

SECTION 1. INCORPORATION OF RECITALS. The recitals set forth above are true and correct and are incorporated herein by this reference.

SECTION 2. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to the provisions of Article VIII, Section 2 of the Florida Constitution, Chapter 166, Florida Statutes, as amended, the Charter of the City, the Authorizing Ordinance (as defined herein), and other applicable provisions of law.

SECTION 3. FINDINGS. The City hereby finds and determines that:

(a) it is in the best interests of the City and its residents to undertake the Project and to obtain interim financing for the Project;

(b) it is in the best interests of the City and its residents to accept the Proposal, to enter into the Loan Agreement with the Lender and to issue the Note to the Lender;

(c) it is hereby determined by the City Commission that a negotiated award of the Loan and the Note is necessary and is in the best interests of the City and its residents because of (i) the volatile financial market conditions, (ii) the necessity of being able to adjust the terms of the Loan and the Note to respond to changes in market conditions, and (iii) the need to maintain maximum flexibility while moving as expeditiously as possible to consummate the financing;

(d) the obligation of the City to repay the Note in accordance with its terms and to make the payments required under the Loan Agreement is hereby declared to be and shall be a special, limited obligation of the City, secured by and payable solely from the Pledged Funds consisting primarily of the Net Revenues of the System (as such capitalized terms are defined herein), as provided in the Loan Agreement. The obligation of the City to repay the Note in accordance with its terms and to make other payments, if any, required under the Loan Agreement shall not be or constitute a general obligation or indebtedness of the City and neither the Note nor the Loan shall be or constitute a “bond” within the meaning of Article VII, Section 12, Florida Constitution. Neither the Lender nor any successor owner of the Note shall be entitled to compel the payment of the principal of or interest on the Note or the making of any

other payments required under the Note or the Loan Agreement from any moneys of the City other than the Pledged Funds; and

(e) this Resolution constitutes a “Supplemental Resolution” for purposes of Section 4 of the Authorizing Ordinance.

SECTION 4. DEFINITIONS. In addition to capitalized terms defined in the recitals hereto or elsewhere in this Resolution, the following terms shall have the meanings ascribed to them in this Section, and any capitalized words or terms used herein that are not normally capitalized and that are not defined herein shall have the meanings ascribed thereto in the Authorizing Ordinance or in the Loan Agreement, as applicable, unless the context or use clearly indicates otherwise:

“Authorizing Ordinance” means the ordinance enacted by the City Commission on the date hereof, authorizing, among other things, the Loan and the issuance of the Note in the aggregate principal amount of not exceeding \$16,500,000.

“Authorized Officers” shall mean the Mayor, the Vice Mayor, the City Manager, the City Clerk, the Chief Financial Officer or any officer or employee or employees of the City expressly authorized by name or position to perform specific acts or duties under the Loan Agreement by ordinance or resolution duly enacted or adopted, as applicable, by the City Commission.

“Bond Counsel” means Greenberg, Traurig, P.A., or any other law firm selected by the City that is nationally recognized in the area of municipal finance.

“Chief Financial Officer” means the duly appointed Chief Financial Officer of the City or in such person’s absence or inability to act, such other person who is designated to act as Chief Financial Officer.

“City Attorney” means the City Attorney of the City or any Assistant City Attorney designated by the City Attorney.

“City Clerk” means the duly appointed Clerk of the City or in such person’s absence or inability to act, any duly appointed Deputy City Clerk of the City.

“City Manager” means the individual who serves as the chief administrative officer of the City, or in such person’s absence or inability to act, any duly appointed Deputy or Assistant City Manager of the City.

“Financial Advisor” means Davenport & Company LLC, or any other firm selected by the City that is nationally recognized for providing financial advisory services in the area of municipal finance.

“Mayor” means the duly elected Mayor of the City or in such person’s absence or inability to act, the Vice Mayor of the City.

“Net Revenues” has the meaning set forth in the Loan Agreement.

“Pledged Funds” has the meaning set forth in the Loan Agreement.

“System” means the water and sewer system owned and operated by the City, as more specifically described in the Loan Agreement.

“Vice Mayor” means the duly appointed Vice Mayor of the City or in such person’s absence or inability to act, any other Councilmember appointed to serve as the acting Vice Mayor.

SECTION 5. ACCEPTANCE OF PROPOSAL; AUTHORIZATION OF LOAN AND ISSUANCE OF NOTE. The City Commission hereby accepts the Proposal of the Lender, attached hereto as Exhibit A, to provide the Loan in an aggregate principal amount not exceeding Sixteen Million Five Hundred Thousand Dollars (\$16,500,000). The proceeds from the Loan shall be used solely for the purpose of providing interim financing for the Project, paying capitalized interest through November 1, 2026 and paying costs of issuance of the Note.

The City hereby authorizes the issuance of the Note, to be issued under and pursuant to the Authorizing Ordinance, this Resolution and the Loan Agreement, in an aggregate principal amount not exceeding \$16,500,000, with such terms as provided in Section 6 hereof.

SECTION 6. TERMS AND PROVISIONS APPLICABLE TO THE NOTE. The Note is issuable only in fully registered form and shall be substantially in the form set forth as Exhibit C to the Loan Agreement, with such appropriate variations, omissions and insertions as may be required therein and approved by the City Manager, with the City Manager’s execution of the Note being conclusive evidence of his approval and the City Commission’s approval of such variations, omissions and insertions. The Note shall be issued as one note, shall be dated its date of issuance, shall bear interest at a fixed rate from its dated date, subject to adjustment, as set forth in the Loan Agreement and the Note, shall mature and shall be subject to prepayment all as set forth in the Loan Agreement and in the Note. The Note shall be secured by and payable from the Pledged Funds, in the manner and to the extent provided in the Loan Agreement.

The Note shall be designated as “City of Deerfield Beach, Florida Water and Sewer Revenue Note, Series 2023”; provided that, if the Note is not issued in calendar year 2023, the series designation of the Note may be changed to “2024.”

SECTION 7. APPROVAL OF THE FORM AND AUTHORIZATION OF EXECUTION AND DELIVERY OF THE LOAN AGREEMENT. The Loan Agreement is hereby approved substantially in the form set forth as Exhibit B hereto, with such variations, omissions and insertions as may be approved by the City Manager, with the City Manager’s execution of the Loan Agreement being conclusive evidence of his approval and the City Commission’s approval of such variations, omissions and insertions from the form thereof set forth as Exhibit B hereto. The City Manager is hereby authorized to execute and deliver the Loan Agreement and the City Clerk is hereby authorized and directed to attest to the execution of the Loan Agreement by the City Manager and affix or imprint the seal of the City thereon.

SECTION 8. AUTHORIZATION OF EXECUTION AND DELIVERY OF THE NOTE. The City Manager is hereby authorized and directed to cause the Note to be signed with his manual or facsimile signature and the City Clerk is hereby authorized and directed to attest to

the execution of the Note by the City Manager with her manual or facsimile signature and is hereby directed and authorized to cause the seal of the City or a facsimile thereof to be affixed or imprinted on the Note, and the Note shall thereupon be delivered to the Lender.

SECTION 9. GENERAL AUTHORITY. The members of the City Commission, the City Manager, the City Clerk, the Chief Financial Officer, the City Attorney, the officers, attorneys and other agents or employees of the City, including, without limitation, the Financial Advisor and Bond Counsel, are hereby authorized to do all acts and things required of them by the Authorizing Ordinance, this Resolution, the Loan Agreement or the Note, or desirable or consistent with the requirements of the Authorizing Ordinance, this Resolution, the Loan Agreement or the Note, for the full, punctual and complete performance of all the terms, covenants and agreements contained herein or therein, and each member, employee, attorney and officer of the City Commission, the City Manager, the City Clerk, the Chief Financial Officer and the City Attorney, and the Financial Advisor and Bond Counsel, are each hereby authorized and directed to execute and deliver any and all papers and instruments and to do and to cause to be done any and all acts and things, as applicable, necessary or proper for carrying out the transactions contemplated hereunder.

In any case where the Mayor or the City Manager is authorized or directed to make a determination or otherwise take action under this Resolution, the Mayor and the City Manager are authorized to make such determination or take such action after such consultation, if any, as the Mayor or the City Manager deems appropriate with the Chief Financial Officer, the Financial Advisor, the City Attorney and/or Bond Counsel.

SECTION 10. COMPLIANCE WITH OPEN MEETING LAW. It is found and determined that all formal actions of the City Commission concerning and relating to the adoption of this Resolution were taken in open meetings of the City Commission and that all deliberations of the City Commission and any of its committees that resulted in those formal actions were in meetings open to the public, in compliance with all legal requirements, including Section 286.011, Florida Statutes and the City Charter.

SECTION 11. HEADINGS FOR CONVENIENCE ONLY. The headings preceding the texts of the several sections and subsections hereof shall be solely for convenience of reference and shall not constitute a part of this Resolution, nor shall they affect its meaning, construction or effect.

SECTION 12. SEVERABILITY OF INVALID PROVISIONS. If any one or more of the covenants, agreements or provisions herein contained shall be held by a court of competent jurisdiction to be contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way affect the validity of any of the other provisions hereof.

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SECTION 13. EFFECTIVE DATE. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 12TH DAY OF DECEMBER, 2023.

CITY OF DEERFIELD BEACH, FLORIDA

By: _____
BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

EXHIBIT A

PROPOSAL OF TD PUBLIC FINANCE LLC

EXHIBIT B
FORM OF LOAN AGREEMENT



America's Most Convenient Bank®

TD Bank, N.A.
255 Alhambra Circle
Coral Gables, FL 33134
Tel: 786-306-7404
Lance.Aylsworth@td.com

October 25, 2023

R.T. Taylor
Davenport & Company LLC
Ph: (804) 380-8361
Sent via email:

Taylor Bryant
Davenport & Company LLC
Ph: (804) 915-2787

Harry Dowda
Davenport & Company LLC
Ph: (804) 697-2970

rtaylor@investdavenport.com; tbryant@investdavenport.com; hdowda@investdavenport.com

RE: City of Deerfield Beach, Florida RFP – Tax Exempt Fixed Rate Direct Bond Purchase (“DP”) evidenced by a Water and Sewer System Revenue Obligation, Series 2023 (the “2023 Financing”) in an amount up to \$16,500,000

Dear Messrs. Taylor, Bryant, and Dowda:

TD Bank is offering two options: Alternative to Option 1 (10yr term/15yr amort.) and Option 2 (3yr I/O) for above referenced RFP. Attached please find contents of the credit accommodations with terms for an up to \$16,500,000 DP, of which TD Bank, N.A. (the “Bank”) is pleased to offer to the City of Deerfield Beach (the “City”).

We believe both our fixed rate fully funded options may better serve the City's needs. TD is amenable to the "Capitalized Interest" approach. However, please note some potential benefits regarding interest expense on both options. Benefits include immediate availability of funds not requiring draw requests, fixed rate option with no prepayment penalties option, lower interest rate compared to variable rate options, and potential earnings from arbitrage on escrowed-like funds, if counsel approved. If interested, Bank can provide a competitive bank account for the escrow-like deposit with fixed rates comparable to the loan rate for the first 24 months to offset interest expense during draw period. Bank can also provide other escrow-like account options for consideration such as market competitive floating rate bank account, GIC account, or investment accounts through its affiliates.

The structure of the proposed Credit Accommodation is outlined in the attached term sheet which provides a statement of suggested terms, but under no circumstance shall such statement be construed as a complete summarization of terms necessary for consummation of the proposed Credit Accommodation. PLEASE NOTE THIS PROPOSAL IS SUBJECT TO FORMAL CREDIT REVIEW AND UNDERWRITING IN ACCORDANCE WITH THE BANK'S INTERNAL POLICY AND NOTHING HEREIN SHALL CONSTITUTE A BINDING COMMITMENT TO LEND. Further, we expressly advise you that the Bank has not approved the Credit Accommodation. The Bank shall not be liable to the City or any other person for any losses, damages or consequential damages which may result from the City's reliance upon this proposal letter or the proposed Credit Accommodation, the proposed term sheet or any transaction contemplated hereby.

This letter is delivered to you on the condition that its existence and its contents will not be disclosed without our prior written approval, except (i) as may be required to be disclosed in any legal proceeding or (ii) as may otherwise be required by law and on a confidential and “need to know” basis, to your directors, officers, employees, advisors, and agents.

The Bank's Loan Proposal is subject to acceptance by the City by November 2, 2023, subject to City Commission approval, and is contingent upon a closing with mutually acceptable documents on or before December 21, 2023. We appreciate this opportunity and are delighted to provide this Loan Proposal. We look forward to working with you to successfully complete this transaction. My contact information is noted above.

Accepted on this ___ day of _____, 2023:

City of Deerfield Beach, Florida

Very truly yours,
TD Public Finance LLC
(A subsidiary of TD Bank, N.A.)

By: _____

Name: _____

Title: _____

By: _____

Lance Aylsworth

VP / Senior Relationship Manager

Summary of Terms and Conditions
For Discussion Purposes Only
City of Deerfield Beach, Florida
October 25, 2023

Aggregate amount of all Credit Facility options shall not exceed \$16,500,000
(Direct Purchase Bank Loan)

Direct Purchase Option

- Borrower:** City of Deerfield Beach, Florida (the “Borrower”).
- Bond Purchaser:** TD Public Finance LLC (the "Purchaser"). (A subsidiary of TD Bank, N.A.)
- Credit Facility:** Direct Purchase of Tax-Exempt Bonds (the "Bond") to be purchased by the Purchaser pursuant to the terms of a Continuing Covenant Agreement or acceptable Supplemental Resolution between the Borrower and the Purchaser (the "DP Credit Facility").
- Amount(s):** Aggregate amount of the Bonds shall not exceed \$16,500,000.
- Purpose:**
- Option A - 3 Year Interest Only (I/O): Tax-exempt (TE) bridge facility to fund various water and sewer capital improvements, capitalized interest, and the cost of issuance. All funds would be drawn at closing. Interest only payments would be made until final maturity date of 11/1/2026.
 - Option B – 10/15 Term Loan: TE term loan for water & sewer capital improvements and cost of issuance. Final maturity of 11/1/2033.
- Repayment:**
- Option A - Accrued Interest Payable Monthly, with all Principal and Accrued interest due at Maturity.
 - Option B - Accrued Interest Payable Semi-Annually beginning 5/1/2024, with Annual Principal payments beginning 11/1/2024 as per Amortization Schedule below.
- Term:**
- Option A - 3 years
 - Option B - 10 years
- Interest Rate:** The following fixed rate options are offered:
- Option A - **Tax-Exempt Fixed Rate Option** Tax-exempt fixed rate of interest as detailed below based on the listed term option.

Term (Years)	Interest Rate*
3 – Open Prepayment	4.74%

Formula: Fixed rate of interest to be determined by taking 79% [of the prevailing 3-3 years structure of Reg. Federal Home Loan Bank (FHLB) Boston Amortizing Advances (5.30% on 10/24/23) plus 0.70% (70 basis points)]. The FHLB Interest Rate is provided in the website link below:

<https://www.fhlbboston.com/fhlbank-boston/rates#/amortizing>

* The fixed rates are provided as an indication of the rates as of 10/25/23 and are subject to change based on changes in market rates based on the formula above prior to the earlier to occur of (i) the closing date and (ii) the date on which the Purchaser and the Borrower enter a Rate Lock.

Interest for the fixed options above shall accrue based on a 30/360 day count convention.

Please note that Bank would be interested in providing an optional term-out structure on the remaining balance of the credit facility with 90-days' notice of the City's intent of refunding before or at the 3yr maturity period. This would be subject to market conditions and at the Bank's sole discretion at the time.

- Option B - **Tax-Exempt Fixed Rate Option** Tax-exempt fixed rate of interest as detailed below based on the listed term option.

Term (Years)	Interest Rate*
10 – Closed Prepayment	4.50%
10 – Open Prepayment**	4.82%

Formula: Fixed rate of interest to be determined by taking 79% [of the prevailing 10-15 years structure of Reg. Federal Home Loan Bank (FHLB) Boston Amortizing Advances (5.40% on 10/24/23) plus 0.27% (27 basis points)]. The FHLB Interest Rate is provided in the website link below:

<https://www.fhlbboston.com/fhlbank-boston/rates#/amortizing>

* The fixed rates are provided as an indication of the rates as of 10/25/23 and are subject to change based on changes in market rates based on the formula above prior to the earlier to occur of (i) the closing date and (ii) the date on which the Purchaser and the Borrower enter a Rate Lock.

For the 10year term – Open Prepayment** rate, add 32bps to the above Formula.

Interest for the fixed options above shall accrue based on a 30/360 day count convention.

Please note that Bank would be interested in providing an optional term-out structure of the credit facility with 90-days' notice of the City's intent for refunding the remainder of the unamortized amount at maturity subject to market conditions and Bank's sole discretion at the time.

Prepayment:

- Option A – **3yrs I/O:**

Open Prepayment: The Bonds may be prepaid at any time in whole or in part without prepayment penalty upon thirty (30) days prior written notice.

- Option B - **10-year term based on 15-year amortization:**

Closed Prepayment: At the time of any full or partial prepayment above 25% of the principal balance annually, a "Yield Maintenance Fee" in an amount computed as follows will apply:

This Note may be prepaid on any Business Day in whole or in part upon thirty (30) days prior written notice to the Bank. In the event of any prepayment of this Note above 25% of principal balance annually, whether by voluntary prepayment, acceleration, or otherwise, the Borrower shall, at the option of the Bank, pay a "fixed rate prepayment charge" equal to the greater of (i) 1.00% of the principal balance being prepaid multiplied by the "Remaining Term," as hereinafter defined, in years or (ii) a "Yield Maintenance Fee" in an amount computed as follows:

The current cost of funds, specifically the bond equivalent yield for United States Treasury securities (bills on a discounted basis shall be converted to a bond equivalent yield) with a maturity date closest to the "Remaining Term", shall be subtracted from the "Stated Interest Rate". If the result is zero or a negative number, there shall be no Yield Maintenance Fee due and payable. If the result is a positive number, then the resulting percentage shall be multiplied by the amount being prepaid times the number of days in the "Remaining Term" and divided by 360. The resulting amount is the "fixed prepayment charge" due to the Bank upon prepayment of the principal of this Bond plus any accrued interest due as of the prepayment date and is expressed in the following calculation:

Yield Maintenance Fee = [Amount Being Prepaid x (Stated Interest Rate - Current Cost of Funds) x Days in the Remaining Term/360 days] + any accrued interest due "Remaining Term."

"Remaining Term" as used herein shall mean to the Final Maturity of the 2023 Note.

Open Prepayment:** The Bonds may be prepaid at any time in whole or in part without prepayment penalty upon thirty (30) days prior written notice.

Security:

The 2023 Financing will be secured by and paid solely from the Net Revenues of the City's Water and Sewer System on parity with any other outstanding Parity Indebtedness.

**Financial
Covenants:**

The Credit Facility shall include the following financial covenants:

- 1) Rate Covenant: 1.25x (with impact fees) / 1.15x (without impact fees)
- 2) Ad bonds test: 1.25x (with impact fees) / 1.15x (without impact fees)

**Financial
Reporting:**

The Credit Facility shall include the following reporting requirements:

<u>Types of Report(s)</u>	<u>Frequency</u>	<u>Due Date</u>
Audited Financial Statements	Annual	Within 270 days of Borrower's Fiscal Year End.
Annual Budget	Annual	As soon as available or not more than 60 days of Borrower's fiscal year end.

The Bank reserves the right to request additional financial information to supplement or verify certain financial assumptions or verify the creditworthiness of the Borrower.

**Representations
And Warranties:**

The Credit Facility shall include Representations and Warranties appropriate for facilities of this type, size, and purpose and generally consistent with the Borrower's existing facilities, including, but not limited to, the following: no material adverse change, true and accurate financial statements, no material litigation, requisite insurance, enforceability, no events of default, government consents, solvency, compliance with tax law and maintenance of tax-exempt status, compliance with environmental law and full disclosure of environmental matters.

**Other
Covenants:**

In addition to the terms and conditions outlined herein, the Credit Facility will contain affirmative and negative covenants appropriate for a borrower and a financing of this type and generally consistent with the Borrower's existing credit, liquidity and direct purchase facilities and such covenants shall include: no material amendments to, or terminations or substitutions to, the transaction documents.

**Events
of Default:**

The Credit Facility shall include, but will not be limited to, the following Events of Default:

- (1) Breach of representation or warranties.
- (2) Violation of covenants.
- (3) Bankruptcy or insolvency.
- (4) Payment default.

**Other
Conditions:**

Closing of the Purchaser's Credit Facility shall be contingent on the following conditions:

1. Establishment of an auto-debit account for facility and/or, if chosen, an interest-bearing escrow-like account.
2. Documents for the tax-exempt facility will include taxability language (including retroactive interest, penalties and other fees and costs associated therewith) allowing for a higher taxable facility rate should the IRS deem the facilities to be a taxable facility solely due to events associated with action or inaction of Borrower.
3. Borrower covenants and agrees that documents will include language stipulating that the facilities and all existing and future obligations secured by Pledged Funds of the Water & Sewer System shall be on parity without preference to be given to any particular issuance.
4. Borrower agrees to provide any supporting document that may be required so the Bank can qualify the Facility.
5. No Material Adverse Change to the Borrower.
6. The implementation of certain terms, conditions, covenants, or other non-material changes to the proposed Credit Accommodation required as part of the Bank's formal credit approval shall be deemed an approval in substantially the form outlined in this proposed Credit Accommodation.

7. Other covenants, limitations, and requirements consistent with financings of this type.
8. All standard representations, warranties, rights, and remedies in the event of default acceptable to the bank.
9. All legal matters and documentation to be executed in connection with the contemplated proposed Credit Accommodation shall be satisfactory in form and substance to the Bank and counsel to the Bank.
10. The Bank shall not be required to enter into the proposed Credit Accommodation until the completion of all due diligence inquiries, receipt of approvals from all requisite parties and the execution and receipt of all necessary documentation reasonably acceptable to the Bank and its counsel. Furthermore, certain assumptions are made for this proposal which, if altered, could affect the overall credit approval and or terms of the proposed Credit Accommodation.
11. Any other conditions the Purchaser may reasonably require.

Default Rate: The “default rate of interest” shall be six (6) percentage points in excess of the Prime Rate as quoted in the Wall Street Journal, with Prime Floor of 3%.

No Advisory or Fiduciary Role: The Borrower acknowledges and agrees that: (i) the transaction contemplated by this Term Sheet is an arm’s length, commercial transaction between the Borrower and Purchaser in which Purchaser is acting solely as a principal and is not acting as a municipal advisor, financial advisor or fiduciary to the Borrower; (ii) the Purchaser has not assumed any advisory or fiduciary responsibility to the Borrower with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Purchaser has provided other services or is currently providing other services to the Borrower on other matters); (iii) the only obligations the Purchaser has to the Borrower with respect to the transaction contemplated hereby expressly are set forth in this Term Sheet; and (iv) the Borrower has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate.

Fees and Expenses: The Borrower(s) shall pay to the Purchaser on demand any and all costs and expenses (including, without limitation, reasonable attorneys’ fees and disbursements, court costs, litigation and other expenses) incurred or paid by the Purchaser in connection with the preparation, review, administration, and enforcement of all documents related to the Credit Facilities, regardless of whether this transaction closes.

The Purchaser expects to utilize Skip Miller at Greenspoon Marder LLP as counsel to represent the Purchaser and review the applicable Credit Facility documents drafted by Bond Counsel. For a single Credit Facility, legal fees are estimated at \$9,000.00 plus disbursements.

Governing Law: State of Florida.

Waiver of Jury Trial: The Borrower shall waive its right to a trial by jury.

Confidentiality: These Summary of Terms and Conditions contain confidential and proprietary structuring and pricing information. Except for disclosure on a confidential basis to your accountants, attorneys and other professional advisors retained by you in connection with the Bonds or as may be required by law, the contents of this proposal may not be disclosed in whole or in part to any other person or entity without our prior written consent, provided that nothing herein shall restrict disclosure of information relating to the tax structure or tax treatment of the proposed Bonds.

Patriot Act Notice: The Purchaser is subject to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56) (signed into law October 26, 2001)) (the “Act”) and hereby notifies the Borrower that pursuant to the requirements of the Act, it is required to obtain, verify and record information that identifies the Borrower, which information includes the name and address of the Borrower and other information that will allow the Purchaser to identify the Borrower in accordance with the Act.

These Summary of Terms and Conditions are provided for discussion purposes only, are not binding on any party, and therefore, do not constitute a commitment to lend by the Purchaser. The Summary of Terms and Conditions are intended to be merely a summary of the provisions by which the Purchaser has contemplated the proposed financing, and, therefore, do not include all of the terms and conditions that would be included in definitive documentation required by the Purchaser to execute the proposed transaction.

Consequently, the terms proposed herein are provided for the purpose of discussion for a period of 30 days following the date of this letter, unless otherwise extended in writing by the Purchaser. Any extension of credit is subject to final credit approval through the Purchaser's normal approval process. If credit is offered in the future, the required terms and conditions will be made in writing and may differ substantially from those contained in this proposal.

Option B: Fixed 10yr Term / 15yr Amortization	
12/21/2023	Closing Date
11/1/2024	623,000
11/1/2025	623,000
11/1/2026	623,000
11/1/2027	623,000
11/1/2028	623,000
11/1/2029	1,258,000
11/1/2030	1,293,000
11/1/2031	1,333,000
11/1/2032	1,378,000
11/1/2033	8,123,000 *
Total:	16,500,000
* 10yr term maturity	

LOAN AGREEMENT

by and between

THE CITY OF DEERFIELD BEACH, FLORIDA

and

TD PUBLIC FINANCE LLC

Dated as of December 21, 2023

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LOAN AGREEMENT

This Loan Agreement (the “Loan Agreement”) dated as of December 21, 2023 and entered into by and between TD PUBLIC FINANCE LLC, organized and existing under the laws of the State of Delaware (the “Lender”) and the CITY OF DEERFIELD BEACH, FLORIDA (the “Borrower”), a duly constituted municipality under the laws of the State of Florida.

WITNESSETH:

WHEREAS, the Borrower is authorized under and pursuant to the Act to enter into this Loan Agreement for the purposes set forth herein; and

WHEREAS, pursuant to the authority provided by the Act, the Borrower desires to borrow from the Lender and the Lender desires to loan to the Borrower (such borrowing, the “Loan”) the amount necessary to enable the Borrower to (i) finance on an interim basis the cost of certain capital improvements to the Borrower’s water and sewer system (the “System”), as more specifically described in Exhibit A hereto (the “Project”), (ii) pay capitalized interest on the Note (as defined herein) through November 1, 2026 and (iii) pay the costs of issuance of the Note, all subject to the terms and conditions set forth in this Loan Agreement; and

WHEREAS, the Loan is intended to provide interim financing for the Project and the Note shall be paid in full no later than the date of issuance by the Borrower of its first series of Water and Sewer Revenue Bonds; and

WHEREAS, the Borrower has previously entered into a loan in the original principal amount of \$11,397,242.60 (the “2018 Loan”) pursuant to a Loan Agreement dated as of June 13, 2018 by and between the Borrower and Bank of America, N.A. (the “2018 Loan Agreement”), which loan is secured by a pledge of and lien on the Pledged Revenues, as defined in the 2018 Loan Agreement and herein, consisting primarily of the net revenues derived by the Borrower from the operations of the System; and

WHEREAS, the 2018 Loan Agreement continues certain funds and accounts, previously established by the Borrower, for application of the revenues of the System and permits the issuance of additional debt secured on a parity with the 2018 Loan from the Pledged Revenues and from the amounts on deposit in such funds and accounts; and

WHEREAS, the Borrower will comply with the requirements of the 2018 Loan Agreement for the issuance of additional parity debt and the Loan will be additional debt payable from and secured by the Pledged Revenues on a parity with the 2018 Loan; and

WHEREAS, neither the Borrower nor the State or any political subdivision thereof, shall in any way be obligated to pay the principal of or interest on the Loan or the Note, as the same shall become due, and the borrowing of funds hereunder and the issuance of the Note by the Borrower shall not directly, indirectly or contingently obligate the Borrower, the State or any political subdivision or municipal corporation thereof to levy or pledge any form of ad valorem taxation for their payment, except that the Loan and the Note shall be payable by the Borrower and secured solely from the funds and revenues pledged under and pursuant to this Loan Agreement;

NOW, THEREFORE, for and in consideration of the premises hereinafter contained, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

Unless the context or use indicates another meaning or intent, the following words and terms as used in this Loan Agreement, including, without limitation, the “Whereas” clauses hereof, shall have the following meanings:

“Accountant” means the independent certified public accountant or firm of certified public accountants at the time employed by the Borrower under the provisions of this Loan Agreement to perform and carry out the duties imposed on the Accountant by this Loan Agreement.

“Accounts” means the accounts created pursuant to Section 2.03 herein.

“Act” means, collectively, Chapter 163, Part I, Florida Statutes, Chapter 166, Part II, Florida Statutes, and all other applicable provisions of law.

“Additional Debt” means the debt obligations issued at any time in accordance with the provisions of Section 6.02 hereof on a parity with the 2018 Loan and the Loan.

“Additional Payments” means payments required by Section 5.02 hereof.

“Additional Project” means the acquisition, construction, erection, renovation or reconstruction of additions, extensions and improvements to the System and shall include all property rights, appurtenances, easements, rights of way, franchises and equipment relating thereto and deemed necessary or convenient for the acquisition, construction, erection, renovation, reconstruction, or the operation thereof which shall be financed in whole or in part with the proceeds of Additional Debt.

“Arbitrage Regulations” means the income tax regulations promulgated, proposed or applicable pursuant to Section 148 of the Code as the same may be amended or supplemented or proposed to be amended or supplemented from time to time.

“Assessments” means the proceeds to be derived from the assessments to be levied against the lands and properties to be specially benefited by the construction of any Additional Project, including interest on such assessments and any penalties thereon and moneys received upon the foreclosure of the liens of any such assessments, but excluding moneys recovered for the expense of collecting Assessments.

“Authorized Depository” means the State Board of Administration of Florida or a bank or trust company in the State which is eligible under the laws of the State to receive funds of the Borrower.

“Authorized Representative” means the person performing the functions of the Mayor or Deputy, Acting or Vice Mayor or other officer authorized to exercise the powers and performs the

duties of the Mayor; and, when used with reference to an act or document, also means any other person authorized by resolution to perform such act or sign such document.

“Available Impact Fees” means the Impact Fees to the extent that such fees or charges have been lawfully levied and collected by the Borrower and may under applicable law be used for the Debt Service Requirements.

“Balloon Note” means (i) any Additional Debt the interest on which is payable periodically and twenty-five percent (25%) or more of the original principal amount of which matures during any one Fiscal Year and for which amortization of principal by mandatory redemption is not provided for prior to maturity, and (ii) any Additional Debt that is subject to purchase by the Borrower at the option of the holder for which no liquidity facility is available with respect thereto to provide for the purchase of such debt at the time calculation of interest rates is to be made.

“Basic Payments” means the payments denominated as such in Section 5.01 hereof.

“Bond Counsel” means the law firm of Greenberg Traurig, P.A., or any other nationally recognized bond counsel acceptable to the Borrower.

“Borrower Revenue Fund” means the fund of the Borrower by that name previously established by the Borrower in connection with a prior loan benefitting the System, and continued by the Borrower pursuant to Section 2.03 of the 2018 Loan Agreement and this Loan Agreement.

“Business Day” means any day of the year which is not a Saturday or Sunday or a day on which the Payment Office of the Lender is lawfully closed.

“Certificate,” “Statement,” “Request,” “Requisition” and “Order” of the Borrower mean, respectively, a written certificate, statement, request, requisition or order signed in the name of the Borrower by its Authorized Representative. Any such instrument and supporting opinions or representations, if any, may, but need not, be combined in a single instrument with any other instrument, opinion or representation, and the two or more so combined shall be read and construed as a single instrument.

“City Commission” means the governing body of the Borrower.

“Closing” means the closing of the Loan pursuant to this Loan Agreement.

“Code” means the Internal Revenue Code of 1986, as amended, and the regulations promulgated, proposed or applicable thereunder.

“Commencement Date” means the date when the term of this Loan Agreement begins and the obligation of the Borrower to make Loan Repayments accrues.

“Consulting Engineers” means one or more qualified and recognized consulting engineers or firm of consulting engineers having favorable repute, skill and experience with respect to the planning and operation of public utility systems similar to the System, who shall be retained from time to time by the Borrower.

“Counsel” means an attorney duly admitted to practice law before the highest court of any state and, without limitation, may include legal counsel for either the Lender or the Borrower.

“Debt Service Requirement” for any Note Year means the sum of:

(1) The aggregate amount required to pay the principal and interest becoming due on the Parity Notes during such Note Year.

(2) For purposes of Section 6.02 hereof, the following assumptions shall be applicable in calculating the Debt Service Requirement:

(a) The interest on Variable Rate Notes shall be the interest to accrue on such Variable Rate Notes for such Fiscal Year; provided, however, that for purposes of determining the Maximum Annual Debt Service, the interest on Variable Rate Notes shall be assumed to be the greater of (A) one hundred ten percent (110%) of the average interest rate on such Variable Rate Notes during the twelve months ending with the month preceding the date of calculation or such shorter period that such Variable Rate Notes shall have been Outstanding, and (B) the actual rate of interest on such Variable Rate Notes on the date of calculation; provided that if a Series of Variable Rate Notes had not been Outstanding prior to the date of calculation, the amount set forth in clause (A) above shall be calculated as though said Variable Rate Notes had been Outstanding for the twelve month period by using (i) if the Variable Rate Notes are tax-exempt, the Revenue Bond Index, and (ii) if the Variable Rate Notes are taxable, the one-month Secured Overnight Financing Rate plus [1.39%] in either case as of the date of calculation. If any Additional Debt is subject to purchase by the Borrower at the option of the holder and a liquidity facility is available with respect thereto to provide for the purchase of such debt at the time calculation of interest rates is to be made, the “put” date or dates shall be ignored and the stated maturity dates of such debt shall be used for the purposes of this calculation;

(b) In the case of Balloon Notes the debt service requirements of the Balloon Notes may be excluded and in lieu thereof the Balloon Notes shall be viewed as debt securities hypothetically maturing in substantially equal annual payments of principal and interest over a period of 20 years from the date of issuance thereof; and

(c) If all or a portion of the principal of or interest on the Additional Debt or the Parity Notes is payable from funds irrevocably set aside or deposited for such purpose, including, but not limited to, interest capitalized from the proceeds of such Additional Debt on Parity Notes, together with projected earnings thereon, such principal or interest shall not be included in calculating the annual Debt Service Requirement.

“Default” means an event or condition the occurrence of which would, with the lapse of time or the giving of notice or both, become an Event of Default.

“Default Rate” means the “prime rate” as quoted in the Wall Street Journal, plus six percent (6.0%); provided that in no event shall the “prime rate” have a value of less than three percent (3.0%) for purposes of this calculation.

“Event of Default” has the meaning ascribed to such term in Section 9.01 of this Loan Agreement.

“Expansion Facilities” means all those improvements, extensions and additions to the System, including all lands and interests therein, franchises, plants, buildings, machinery, fixtures, equipment, pipes, mains, and all other property, real and personal, tangible and intangible, which shall be constructed or acquired in order to meet the increased demand upon the System, whether actual or anticipated, created by new users connecting to the System.

“Expansion Percentage” as applied to any Additional Debt issued or incurred wholly or in part to finance Expansion Facilities means a fraction having a numerator equal to the principal amount of the related Additional Debt which is attributable to Expansion Facilities, as shall be determined by the Qualified Independent Consultant and set forth in the Project Certificate relating to such debt and a denominator equal to the original aggregate principal amount of the related Additional Debt being issued or incurred.

“Fiscal Year” means the fiscal year of the Borrower, currently October 1 through September 30 of each calendar year.

“Funds” means the funds established or continued by the Borrower pursuant to Section 2.03 of the 2018 Loan Agreement and continued by the Borrower as further described in Section 2.03 hereof.

“Governmental Obligations” means direct and general non-callable obligations of the United States of America, or those which are unconditionally guaranteed as to principal and interest by the same, including interest on obligations of the Resolution Funding Corporation.

“Gross Revenues” means all income and moneys received by the Borrower from the Rates, or otherwise received by the Borrower or accruing to the Borrower in the management and operation of the System, which are legally available for debt service on the Parity Notes, calculated in accordance with generally accepted accounting methods employed in the operation of public utility systems similar to the System, including, without limiting the generality of the foregoing, all earnings and income derived from the investment of Gross Revenues and moneys under the provisions of this Loan Agreement which are in any accounts as herein provided. Gross Revenues does not include Impact Fees or Assessments unless otherwise expressly provided with respect to any particular Additional Debt.

“Impact Fees” means all non-refundable (except at the option of the Borrower) system development fees, connection fees, capital expansion fees, utility improvement fees or other similar fees and charges separately imposed by the Borrower upon new customers of the System as a non-user capacity charge (not related to actual use or service fees) for a proportionate share of the cost of the acquisition or construction of Expansion Facilities, which are imposed by the Borrower for the purpose of allocating to such customers a portion of the cost of the additional System capacity made necessary by the extension or expected extension of System services to such

customers or expected extension of System services to such customers, but only to the extent that any such fee or charge has been lawfully levied and collected by the Borrower and may under applicable law be used for the acquisition or construction of the Expansion Facilities or for Impact Fees Debt Service Components.

“Impact Fees Debt Service Component” for any Note Year means the amount of Available Impact Fees equal to the total of the products determined by multiplying the Debt Service Requirement by the Expansion Percentage for each Parity Note issued wholly or in part to finance Expansion Facilities.

“Interest Payment Date” means May 1 and November 1 of each year, commencing May 1, 2024.

“Loan” means the Loan made to the Borrower by the Lender to pay the costs of the Project, in the amount specified in Section 3.01 herein.

“Loan Agreement” means this Loan Agreement and any amendments and supplements hereto.

“Loan Repayment Date” means the Maturity Date or any earlier date on which the Borrower elects to prepay the Loan in whole or in part.

“Loan Repayments” means the payments of principal and interest and other payments payable by the Borrower pursuant to the provisions of this Loan Agreement, including, without limitation, Additional Payments.

“Loan Term” means the term provided for in Article IV of this Loan Agreement.

“Maturity Date” means November 1, 2026.

“Maximum Annual Debt Service Requirement” means, as of any particular date of calculation, the greatest annual Debt Service Requirement for the Parity Notes for the then current or any future Note Year.

“Net Revenues” means Gross Revenues less Operating Expenses.

“Noteholder” or “Holder” or “holder of the Note” or “Owner” or “owner of the Note” whenever used herein with respect to the Note, means the person in whose name the Note is registered.

“Note” means the City of Deerfield Beach, Florida Water and Sewer Revenue Note, Series 2023, issued by the Borrower to evidence its obligations to repay the Loan.

“Note Year” means a 12-month period beginning on October 1 and ending on and including the following September 30.

“Operating Expenses” means the current expenses, paid or accrued, of operation, maintenance and repair of the System as calculated in accordance with generally accepted

accounting principles, but shall not include expenses not annually recurrent, any reserve for renewals and replacements, extraordinary repairs or any allowance for depreciation.

“Opinion of Bond Counsel” means an opinion by Bond Counsel.

“Opinion of Counsel” means an opinion in writing of a legal counsel, who may, but need not be, counsel to the Borrower or the Lender.

“Ordinance” means Ordinance No. 2023/___ enacted by the City Commission on December 12, 2023, authorizing the issuance of debt obligations of the Borrower in the aggregate principal amount of not exceeding \$16,500,000 to pay the cost of capital improvements to the System.

“Outstanding” means, when used with reference to any Parity Note and as of any particular date, all Parity Notes theretofore and thereupon being authenticated and delivered except, (1) any Parity Note in lieu of which other Parity Note or Parity Notes have been issued to replace lost, mutilated or destroyed Parity Notes, (2) any Parity Note surrendered by the Holder thereof in exchange for other Parity Note or Parity Notes, (3) Parity Notes deemed to have been paid pursuant to Article VII hereof or pursuant to similar defeasance provisions applicable to such Parity Notes, and (4) Parity Notes cancelled after purchase in the open market or because of payment at or redemption prior to maturity.

“Payment Office of the Lender” shall have the meaning set forth in the Note.

“Parity Notes” means the 2018 Loan, the Loan (as evidenced by the Note) and any Additional Debt hereafter issued.

“Person” means an individual, a corporation, a partnership, an association, a trust or any other entity or organization including a government or political subdivision or an agency or instrumentality thereof.

“Pledged Funds” shall mean the Pledged Revenues and, until applied in accordance with the provisions of this Loan Agreement, the proceeds of the Loan.

“Pledged Revenues” shall mean, the Net Revenues, and, as provided, the Impact Fees, and, if and to the extent that the Borrower shall so provide by Supplemental Resolution relating to Additional Debt, any Assessments.

“Principal Payment Date” means the Maturity Date.

“Project Certificate” means that certificate of the Qualified Independent Consultant filed with the Borrower at or prior to the delivery of any Additional Debt issued wholly or in part to finance Expansion Facilities setting forth the estimated total cost of the Additional Project, the estimated cost of the Expansion Facilities portion of the Additional Project, and the Expansion Percentage.

“Proposal” means the response submitted by TD Public Finance LLC, dated October 25, 2023, to the Borrower’s Request for Proposals dated September 21, 2023 seeking interim financing for the Project in the aggregate principal amount of not exceeding \$16,500,000.

“Qualified Independent Consultant” means one or more qualified and recognized independent consultants, having favorable reputes, skill and experience with respect to the acts and duties required of a qualified independent consultant to be provided to the Borrower, as shall from time to time be retained by the Borrower to perform the acts and carry out the duties herein provided for such consultants. The Qualified Independent Consultant may be also the Accountant or the Borrower’s Consulting Engineers.

“Rate of Interest” means the rate of interest borne by the Note, as set forth in the Form of Note attached hereto as Exhibit C, provided that the Rate of Interest shall not exceed the maximum interest rate permitted by law.

“Rates” means the rates, fees, rentals and other charges which shall be made and collected by the Borrower for the use of the product, services and facilities to be provided by the System.

“Redemption Price” means, with respect to the Note (or portion thereof), the principal amount of the Note (or portion thereof) payable upon redemption pursuant to the provisions hereof.

“Registrar” means the City, acting by and through its Chief Financial Officer; provided however, that the City Commission may designate a bank or trust company, either within or without the State, to serve as Registrar for purposes of this Loan Agreement.

“Renewal and Replacement Fund” means the fund so designated established pursuant to Section 2.03 hereof.

“Renewal and Replacement Fund Requirement” means \$100,000, or such other amount as may be recommended to the Borrower by the Qualified Independent Consultant and approved by the City Commission as an amount appropriate for the purposes of this Loan Agreement.

“Revenue Bond Index” means the Bond Buyer Revenue Bond Index for 25 year rates as of the most recent date for which such index was published, produced by Municipal Market Data, Inc., or its successor,, or as otherwise designated by The Bond Buyer or any successor thereto; provided, however, that, if such index is no longer produced, then Revenue Bond Index shall mean such other reasonably comparable index selected by the Lender.

“State” means the State of Florida.

“State Revolving Fund Loans” means the outstanding loans the Borrower has obtained pursuant to those certain State Revolving Fund Loan Agreements WW69302L, WW693030 and WW060110, and any future such loans.

“Subordinated Indebtedness” means that indebtedness of the Borrower, including State Revolving Fund Loans, subordinate and junior to the Loan, issued in accordance with the provisions hereof or existing as of the date of the Loan, and any future debt which becomes Subordinated Indebtedness in accordance herewith.

“Supplemental Resolution” means any resolution or ordinance of the Borrower relating to the issuance of Additional Debt or any Additional Project, adopted and becoming effective in accordance with the terms hereof.

“System” means any and all water production, transmission, purification and distribution facilities and appurtenant facilities; sewage collection, transmission, treatment and disposal facilities and appurtenant facilities now owned and operated or hereafter owned and operated by the Borrower, including the Borrower’s interest in any such facilities jointly owned by it with one or more other Persons which System shall also include any and all improvements, extensions and additions thereto thereafter constructed or acquired, together with all property, real or personal, tangible or intangible, now or hereafter owned or used in connection therewith.

“Tax Matters Certificate” means the Arbitrage and Tax Certificate executed and delivered by the Borrower in connection with the issuance of the Note.

“Utility Consultant” means one or more qualified and recognized utility consultants which may be consulting engineers or other professionals having favorable reputations, skill and experience with respect to the planning, design, rate-making and operation of public utility systems similar to the System, who shall be retained from time to time by the Borrower.

“Variable Rate Notes” means bonds, notes or other debt instruments issued with a variable, adjustable, convertible or other interest rate which at the date of issue is not fixed as one or more stated percentages for the entire term of such bonds, notes or other debt instruments.

“Water and Sewer Revenue Bonds” means Water and Sewer Revenue Bonds of the Borrower, issued pursuant to the authority provided by the Ordinance and one or more Supplemental Resolutions to be adopted by the Borrower, all or a portion of the proceeds of which shall be applied to fully pay the principal of accrued interest on the Note on or prior to the Maturity Date.

ARTICLE II

REPRESENTATIONS, WARRANTIES AND COVENANTS OF BORROWER

SECTION 2.01. Representations, Warranties and Covenants. The Borrower represents, warrants and covenants on the date hereof for the benefit of the Lender, as follows:

(a) Organization and Authority. The Borrower:

(1) is a duly organized and validly existing municipality of the State; and

(2) has all requisite power and authority to own and operate the System and to carry on its activities as now conducted and as presently proposed to be conducted with respect to the System.

(b) Full Disclosure. There is no fact that the Borrower knows of which has not been specifically disclosed in writing to the Lender that materially and adversely affects or, except for pending or proposed legislation or regulations that are a matter of general public information affecting State of Florida municipalities generally, that will materially affect adversely the properties, activities, prospects or condition (financial or otherwise) of the System or the ability of the Borrower to perform its obligations under this Loan Agreement.

The financial statements, including balance sheets, and any other written statement furnished by the Borrower to the Lender were prepared in accordance with GAAP. There is no fact known to the Borrower which the Borrower has not disclosed to the Lender in writing which materially affects adversely or is likely to materially affect adversely the financial condition of the System, or its ability to make the payments under this Loan Agreement when and as the same become due and payable.

(c) Pending Litigation. Except as set forth in the Summary of Litigation and Pending Claims provided to the Lender, to the knowledge of the Borrower there are no proceedings pending, or to the knowledge of the Borrower threatened, against or affecting the Borrower in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would materially and adversely affect the properties, prospects or condition (financial or otherwise) of the System, or the existence or powers or ability of the Borrower to enter into and perform its obligations under this Loan Agreement.

(d) Borrowing Legal and Authorized. The execution and delivery of this Loan Agreement and the consummation of the transactions provided for in this Loan Agreement and compliance by the Borrower with the provisions of this Loan Agreement:

(1) are within the powers of the Borrower and have been duly and effectively authorized by all necessary action on the part of the Borrower; and

(2) do not and will not (i) conflict with or result in any material breach of any of the terms, conditions or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge or encumbrance upon any property or assets of the Borrower pursuant to any indenture, loan agreement or other agreement or instrument (other than this Loan Agreement) or restriction to which the Borrower is a party or by which the Borrower, its properties or operations are bound as of the date of this Loan Agreement or (ii) with the giving of notice or the passage of time or both, constitute a breach or default or so result in the creation or imposition of any lien, charge or encumbrance, which breach, default, lien, charge or encumbrance (described in (i) or (ii)) could materially and adversely affect the validity or the enforceability of this Loan Agreement or the Borrower's ability to perform fully its obligations under this Loan Agreement; nor does such action result in any violation of the provisions of the Act, or any laws, ordinances, governmental rules or regulations or court orders by which the Borrower, its properties or operations may be bound.

(e) No Defaults. No event has occurred and no condition exists that constitutes a Default or an Event of Default. The Borrower is not in violation in any material respect, and has not received notice of any claimed violation (except such violations as (i) heretofore have been specifically disclosed in writing to, and have been in writing specifically consented to by the Lender and (ii) do not, and shall not, have any material adverse effect on the transactions herein contemplated and the compliance by the Borrower with the terms hereof), of any terms of any agreement or other instrument to which it is a party or by which it, its properties or operations may be bound, which may materially adversely affect the ability of the Borrower to perform hereunder.

(f) Governmental Consent. The Borrower has obtained, or expects to obtain when required, all permits, approvals and findings of non-reviewability required as of the date hereof by

any governmental body or officer required in connection with the Project. No further consent, approval or authorization of, or filing, registration or qualification with, any governmental authority is required on the part of the Borrower as a condition to the execution and delivery of this Loan Agreement or to the execution and delivery of the Note.

(g) Compliance with Law. The Borrower is in compliance with all laws, ordinances, governmental rules and regulations to which it is subject, and which are material to its properties, operations, finances or status as a municipal corporation or subdivision of the State.

(h) Use of Proceeds.

(1) The Borrower will apply the proceeds of the Loan solely to pay costs of the Project and to pay the costs of issuance of the Loan.

(2) The Borrower covenants that it will make no use of the proceeds of the Loan at any time which would cause the Loan or the Note to be “arbitrage bonds” within the meaning of Section 148 of the Code.

(3) The Borrower covenants that the Borrower shall neither take any action nor fail to take any action or to the extent that it may do so, permit any other party to take any action which, if either taken or not taken, would adversely affect the exclusion from gross income for federal income tax purposes of interest on the Note.

(i) System. It is hereby ascertained, determined and declared as follows:

(1) For the benefit of its inhabitants, the Borrower presently owns, operates and maintains the System.

(2) The Borrower deems it necessary, desirable and in the best interest of the Borrower that the Pledged Funds be pledged and does hereby pledge the Pledged Funds to the payment of the principal of and interest on the Loan. No part of the Pledged Funds has been pledged or encumbered in any manner except that the Pledged Revenues are presently pledged for the payment (i) on a parity basis to the 2018 Loan and (ii) on a junior and subordinate basis to the State Revolving Fund Loans.

(3) The estimated Gross Revenues to be derived in each year hereafter from the operation of the System will be sufficient to pay Operating Expenses, the principal of and interest on the Parity Notes as the same become due, and all other payments provided for in the 2018 Loan Agreement and this Loan Agreement.

(4) Neither this Loan Agreement nor the Loan shall constitute a lien upon the System or upon any other property of the Borrower or situated within its territorial limits, except the Pledged Funds.

SECTION 2.02. Covenants of Borrower. The Borrower makes the following covenants and representations as of the date first above written and such covenants shall continue in full force and effect during the Loan Term:

(a) Security for Loan Repayment. The Borrower agrees to pay when due under this Loan Agreement as promptly as money becomes available for deposit directly into the appropriate Fund or Account, all amounts due, payable from the Pledged Funds as set forth in Section 2.04 of this Loan Agreement. The Pledged Funds shall be subject to the lien of this pledge immediately upon the issuance and delivery of the Note, without any physical delivery by the Borrower of the Pledged Funds or further act, and the lien of this pledge shall be valid and binding as against all parties having claims of any kind against the Borrower, in tort, contract or otherwise.

(b) Delivery of Information to the Lender. Borrower shall deliver to the Lender (i) as soon as available and in any event within 270 days after the end of each Fiscal Year an audited statement of its financial position as of the end of such Fiscal Year and the related statements of revenues and expenses, fund balances and changes in fund balances for such Fiscal Year, all reported by an Accountant, whose report shall state that such financial statements present fairly Borrower's financial position as of the end of such Fiscal Year and the results of operations and changes in financial position for such Fiscal Year and (ii) as soon as available and in any event not later than 60 days after the start of each Fiscal Year of the Borrower, the Borrower's annual budget for such Fiscal Year.

(c) Information. Borrower's Chief Financial Officer shall discuss Borrower's financial matters with the Lender and provide the Lender with copies of any documents reasonably requested by the Lender unless such documents or material are protected or privileged from disclosure under applicable Florida law.

(d) Further Assurance. The Borrower shall execute and deliver to the Lender all such documents and instruments and do all such other acts and things as may be reasonably necessary to enable the Lender to exercise and enforce its rights under this Loan Agreement and to realize thereon, and record and file and re-record and re-file all such documents and instruments, at such time or times, in such manner and at such place or places, all as may be reasonably necessary or required by the Lender to validate, preserve and protect the position of the Lender under this Loan Agreement.

(e) Keeping of Records and Books of Account. The Borrower shall keep or cause to be kept proper records and books of account in respect of the System, in which correct and complete entries will be made in accordance with generally accepted accounting principles, consistently applied (except for changes concurred in by the Borrower's Accountant) reflecting all of its financial transactions.

(f) Payment of Taxes, Etc. The Borrower shall pay all legally contracted obligations when due and shall pay all taxes, assessments and governmental charges or levies imposed upon it or upon its income or profits, or upon any properties belonging to it, prior to the date on which penalties attach thereto, and all lawful claims, which, if unpaid, might become a lien or charge upon any of its properties, provided that it shall not be required to pay any such tax, assessment, charge, levy or claim which is being contested in good faith and by appropriate proceedings, which shall operate to stay the enforcement thereof.

(g) Compliance with Laws, Etc. The Borrower shall comply with the requirements of all applicable laws, the terms of all grants, rules, regulations and lawful orders of any governmental authority, noncompliance with which would, singularly or in the aggregate, materially adversely

affect the System or the Pledged Revenues, unless the same shall be contested by it in good faith and by appropriate proceedings which shall operate to stay the enforcement thereof.

(h) Tax-exempt Status of Note. The Borrower understands that it is the intention hereof that the interest on the Note not be included within the gross income of the holders thereof for federal income tax purposes. In furtherance thereof, the Borrower agrees that it will take all action within its control which is necessary in order for the interest on the Note or the Loan to remain excluded from gross income for federal income taxation purposes and shall refrain from taking any action which results in such interest becoming included in gross income.

The Borrower further covenants that it will not take any action or fail to take any action with respect to the investment of the proceeds of the Loan or with respect to the issuance of other Borrower obligations, which action or failure to act may cause the Note to be “arbitrage bonds” within the meaning of such term as used in Section 148 of the Code and the regulations promulgated thereunder. In furtherance of the covenant contained in the preceding sentence, the Borrower agrees to comply with the Tax Matters Certificate and the provisions of Section 141 through 150 of the Internal Revenue Code of 1986, as amended.

(i) Reporting Requirements. (i) The Borrower will file or cause to be filed with the Lender any official statement issued by, or on behalf of, the Borrower in connection with the incurrence of any additional indebtedness by the Borrower secured by Pledged Revenues. Such official statements shall be filed within sixty (60) days after the publication thereof; and (ii) the Borrower agrees to provide along with its annual audited financial statements described in paragraph (b) of this Section 2.02, a certificate of its Chief Financial Officer stating that to the best of its knowledge the Borrower is in compliance with the terms and conditions of this Loan Agreement, or, specifying the nature of any noncompliance and the remedial action taken or proposed to be taken to cure such noncompliance.

(j) Security for Note. The payment of the principal of and interest on the Loan shall be secured forthwith equally and ratably by a pledge of and lien upon the Pledged Funds. The Borrower does hereby irrevocably pledge the Pledged Funds to the payment of the Loan Repayments.

(k) Insurance. The Borrower will carry such insurance as is ordinarily carried by municipal governments owning and operating utilities similar to the System with a reputable insurance carrier or carriers, including liability insurance in such amounts as the Borrower shall determine to be sufficient and such other insurance against loss or damage by fire, explosion (including underground explosion), hurricane, tornado or other hazards and risks, and said property loss or damage insurance shall at all times be in an amount or amounts equal to the fair value of the buildings, properties, furniture, fixtures and equipment of the System, or such other amount or amounts as the Borrower shall deem sufficient.

The Borrower may establish certain minimum levels of insurance for which the Borrower may self-insure the System. Such minimum levels of insurance shall be to the same extent customary with utilities operating properties similar to the System.

(l) Environmental Matters. The Borrower is in compliance with all applicable environmental laws relating to the operation of the System. There are no pending consent orders or other adverse legal or regulatory matters relating to the System.

SECTION 2.03. Funds and Accounts. The Borrower has established the following separate funds and accounts pursuant to the 2018 Loan Agreement and covenants and agrees to maintain and continue such separate funds and accounts while the Loan is outstanding:

- (A) Borrower Revenue Fund.
- (B) Renewal and Replacement Fund.

The Borrower may establish by Supplemental Resolution such other funds and accounts as it shall deem necessary or advisable.

The Borrower may at any time and from time to time appoint one or more Authorized Depositories to hold, for the benefit of the Borrower, the Noteholder and/or the holders of any Additional Debt, any one or more of the funds and accounts established hereby. Such depository or depositories shall perform at the direction of the Borrower the duties of the Borrower in depositing, transferring and disbursing moneys to and from each such funds and accounts as herein set forth, and all records of such depository in performing such duties shall be open at all reasonable times to inspection by the Borrower and its agent and employees. The moneys required to be accounted for in each of the foregoing funds and accounts established herein may be deposited in a single bank account, and funds allocated to the various funds and accounts established herein may be invested in a common investment pool, provided that adequate accounting records are maintained to reflect and control the restricted allocation of the moneys on deposit therein and such investments for the various purposes of such funds and accounts as herein provided. The designation and establishment of the various funds and accounts in and by the 2018 Loan Agreement and this Loan Agreement shall not be construed to require the establishment of any completely independent, self-balancing funds as such term is commonly defined and used in governmental accounting, but rather is intended solely to constitute an earmarking of certain revenues for certain purposes and to establish certain priorities for application of such revenues as herein provided.

SECTION 2.04. Flow of Funds. The Borrower shall deposit all Gross Revenues into the Borrower Revenue Fund, promptly upon the receipt thereof. On or before the last day of each month, and for so long as the Loan made hereunder remains outstanding, the moneys in the Borrower Revenue Fund shall be deposited or credited in the following manner and in the following order of priority:

1. Operation and Maintenance. Amounts in the Borrower Revenue Fund shall be used first to pay reasonable and necessary Operating Expenses for the next ensuing month; provided, however, that no such payment shall be made unless the provisions of the Borrower's current annual budget with respect to the System are complied with.
2. Sinking Fund. The Borrower shall pay the principal and interest due on the Parity Notes then Outstanding.

3. Subordinate Indebtedness Debt. Next, the Borrower shall pay payments due on Subordinated Indebtedness.

4. Reserve Fund. Next, the Borrower shall deposit into or credit to any debt service reserve fund established for any Additional Debt such sums as are required by Supplemental Resolution, if any.

5. Renewal and Replacement Fund. Next, the Borrower shall deposit into or credit to the Renewal and Replacement Fund such sums as shall be sufficient to pay one-twelfth (1/12) of the Renewal and Replacement Fund Requirement until the balance on deposit in the Renewal and Replacement Fund equals the Renewal and Replacement Fund Requirement. If the balance on deposit in the Renewal and Replacement Fund exceeds the Renewal and Replacement Fund Requirement such excess amount shall be transferred by the Borrower from the Renewal and Replacement Fund and deposited into the Borrower Revenue Fund. The moneys in the Renewal and Replacement Fund shall be applied by the Borrower for the purpose of paying the cost of extensions, improvements or additions to, or the replacement or renewal of capital assets of, the System, or extraordinary repairs of the System; provided, however, that on or prior to each principal and interest payment date for the Loan (in no event earlier than the fifteenth day of the month preceding such payment date), moneys in the Renewal and Replacement Fund shall be applied for the payment into the appropriate Funds when the moneys therein are insufficient to pay the Loan Payments coming due.

6. Surplus Moneys. The balance of any moneys remaining in the Borrower Revenue Fund after the payments and deposits required by numbered paragraphs (1) through (5) of Section 2.04 may be used to make any Additional Payments under Section 5.02 hereof and similar payments with respect to the 2018 Loan or any Additional Debt, and thereafter may be used for any lawful purpose of the Borrower at the discretion of the Borrower.

ARTICLE III

THE LOAN AND THE NOTE

SECTION 3.01. The Loan. The Lender hereby agrees to loan to the Borrower and the Borrower hereby agrees to borrow from the Lender the sum of \$_____. The proceeds of the Loan will be applied to pay (i) costs of the Project, (ii) capitalized interest on the Note through November 1, 2026, and (iii) costs of issuance of the Note.

SECTION 3.02. Evidence of the Loan. The Borrower's obligation hereunder to repay amounts advanced pursuant to Section 3.01, together with interest thereon, and other payments required under this Loan Agreement, shall be evidenced by the Note, in the form attached to this Loan Agreement as Exhibit C.

SECTION 3.03. Registration and Transfer of the Note. The Note shall not be subject to a book-entry system of registration and transfer and such transfer and registration of the Note shall be governed by the provisions of this Section. The Note shall be and shall have all the qualities and incidents of negotiable instruments under the Uniform Commercial Code Investment

Securities Laws of the State, and the registered owner, in accepting the Note, shall be conclusively deemed to have agreed that such Note shall be and have all of the qualities and incidents of negotiable instruments thereunder.

There shall be a Registrar who shall be responsible for maintaining the Register. The Person in whose name ownership of the Note is shown on the Register shall be deemed the owner thereof by the Borrower and the Registrar, and any notice to the contrary shall not be binding upon the Borrower or the Registrar. The Borrower and the Registrar may treat the registered owner as the absolute owner of the Note for all purposes, whether or not such Note shall be overdue, and shall not be bound by any notice to the contrary.

Ownership of the Note may be transferred only upon the Register. Upon surrender to the Registrar for transfer or exchange of the Note accompanied by an assignment or written authorization for exchange, whichever is applicable, duly executed by the registered owner or its attorney duly authorized in writing, the Registrar shall deliver in the name of the registered owner or the transferee or transferees, as the case may be, a new fully registered Note of the same maturity and interest rate and for the principal amount as the Note surrendered.

The Note presented for transfer, exchange, redemption or payment (if so required by the Borrower or the Registrar) shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in form and with guaranty of signature satisfactory to the Borrower or the Registrar, duly executed by the registered owner or by his duly authorized attorney.

The Borrower and the Registrar may charge the registered owner a sum sufficient to reimburse them for any reasonable expenses incurred in making any exchange or transfer after the first such exchange or transfer following the delivery of such Note. The Registrar or the Borrower may also require payment from the registered owner or his transferee, as the case may be, of a sum sufficient to cover any tax, fee or other governmental charge that may be imposed in relation thereto (other than those imposed by the Borrower). Such charges and expenses shall be paid before any such new Note shall be delivered.

The new Note delivered upon any transfer or exchange shall be a valid obligation of the Borrower, evidencing the same debt as the Note surrendered, shall be secured under this Loan Agreement, and shall be entitled to all of the security and benefits hereof to the same extent as the Note surrendered.

Whenever the Note shall be delivered to the Registrar for cancellation, upon payment of the principal amount thereof, or for replacement, transfer or exchange, such Note shall be cancelled and destroyed by the Registrar, and counterparts of a certificate of destruction evidencing such destruction shall be furnished to the Borrower.

ARTICLE IV

LOAN TERM AND LOAN CLOSING REQUIREMENTS

SECTION 4.01. Commencement of Loan Term. The Borrower's obligations under this Loan Agreement shall commence on the date hereof unless otherwise provided in this Loan Agreement.

SECTION 4.02. Termination of Loan Term. The Borrower's obligations under this Loan Agreement shall terminate after payment in full of all amounts due under this Loan Agreement; provided, however, that all covenants and all obligations provided hereunder specified to survive shall so survive. Within a reasonable period of time after termination of the Loan Term as provided above, the Lender shall deliver, or cause to be delivered, to the Borrower an acknowledgment thereof and shall deliver the cancelled Note to the Borrower, marked "Paid in Full" or its equivalent.

SECTION 4.03. Conditions to Effectiveness. This Loan Agreement shall become effective on the date hereof provided that (i) the Lender receives each of the following, each in form and substance satisfactory to the Lender, and (ii) the Lender delivers to the Borrower the letter described in clause (j) below, all on or prior to the date hereof:

- (a) a certified copy of the Ordinance authorizing the Loan;
- (b) a certified copy of the Supplemental Resolution authorizing the Loan and this Loan Agreement;
- (c) counterparts of this Loan Agreement duly executed by the Lender and the Borrower;
- (d) the duly executed Note, dated the date hereof, in substantially the form thereof set forth in Exhibit C hereto;
- (e) an opinion of the Borrower's Counsel in substantially the form thereof set forth in Exhibit B hereto, to the effect that the Loan Agreement is a valid and binding obligation of the Borrower and opining to such other matters as may be reasonably required by Bond Counsel, the Lender and the Lender's Counsel, and acceptable to Borrower's Counsel;
- (f) a certificate of the City Manager of the Borrower to the effect that the representations and warranties of the Borrower contained herein are true and correct;
- (g) an opinion of Bond Counsel, addressed to the Lender stating that such counsel is of the opinion that: (i) the Ordinance has been duly enacted by the City Commission and authorizes the Loan; (ii) the Supplemental Resolution has been duly adopted by the City Commission and duly authorizes the execution and delivery of this Loan Agreement and the Note, and the issuance of the Note by the Borrower; (iii) this Loan Agreement and the Note have been duly and legally authorized, executed and delivered by the Borrower and (assuming with respect to the Loan Agreement, the due authorization, execution and delivery thereof by the Lender) each is a valid, binding and enforceable obligation of the Borrower in accordance with its terms, subject to appropriate qualifications for bankruptcy, insolvency or other laws affecting creditors' rights generally and equitable principles; (iv) assuming continuing compliance by the Borrower with certain covenants relating to requirements contained in the Code, under existing statutes, regulations, rulings and court decisions, interest on the Note is excludable from the gross income of the owner thereof for federal income tax purposes;
- (h) a fully executed Tax Matters Certificate relating to the Note;

(i) a copy of a completed and executed Form 8038-G to be filed with the Internal Revenue Service;

(j) a letter executed by the Lender representing and covenanting to the Borrower that

(i) it is acquiring the Note for its own account, as evidence of a privately placed negotiated loan and not with a current view to distribution or resale thereof; provided, however, that the Lender may transfer, sell or assign the Note to an “accredited investor” or a “qualified institutional buyer”, as provided in Section 8.04 of this Loan Agreement, if such transfer, sale or assignment can be made without violating any federal or state securities laws and the identity of any purchaser, transferee or assignee as an accredited investor or a qualified institutional buyer shall be provided in writing to the Borrower; (ii) it is making the Loan for its own account, does not currently intend to syndicate the Loan, will take no action to cause the Loan to be characterized as a security, and will not treat the Loan as a municipal security for purposes of the securities laws; (iii) it is not acting as a broker or other intermediary, and is funding the Loan from its own capital for its own account and not with a present view to a resale or other distribution to the public; (iv) the Loan will not be used in the future on a securitized transaction or treated as a municipal security; (v) it understands that the Loan is evidenced by the Note, the Note is issued in a single denomination equal to the aggregate principal amount of the Loan, may not be transferred except in whole as provided in the Loan Agreement; (vi) the Lender is a bank, trust company, savings institution, insurance company, dealer, investment company, pension or profit-sharing trust, or qualified institutional buyer as contemplated by Section 517.061(7), Florida Statutes; (vii) it is not funding the Loan for the direct or indirect promotion of any scheme or enterprise with the intent of violating or evading any provision of Chapter 517, Florida Statutes; (viii) it has in its possession or has had access to all material information concerning the security and sources of payment of the Loan and, as a result thereof, is aware of the nature and risks of such Loan; it has been afforded access to all material information and has had sufficient opportunity to discuss the business of the Borrower and the project to be financed with the proceeds of the Loan with the Borrower’s officers, employees and others, has been permitted to make an investigation of the Borrower and its operations, and it does not require any further information or data concerning the Borrower; (ix) in purchasing the Loan, it has relied solely upon its own investigation, examination, and evaluation of the Borrower and other relevant matters; (x) it has knowledge and experience in financial and business matters, particularly in tax-exempt obligations, and is capable of evaluating the merits and risks of its purchase of the Note and has determined that it can bear the economic risk of such purchase; (xi) it acknowledges that the Borrower’s Bond Counsel and the Borrower’s financial advisor bear no responsibility for the accuracy or completeness of any information with respect to the Borrower and the project to be financed with the proceeds of the Loan contained in any document related to the purchase of the Loan; (xii) it acknowledges and understands that the Loan(s) is not being registered under the Securities Act of 1933, as amended (the “1933 Act”) or Chapter 517, Florida Statutes, and that the Borrower shall have no obligations to effect any such registration or qualification; it also acknowledges and confirms that it is an “accredited investor” within the meaning of Chapter 517, Florida Statutes, and Regulation D of the 1933 Act or a “qualified institutional buyer” as defined in Section 517.061(7), Florida Statutes and by rule of the Securities and Exchange Commission in accordance with Securities and Exchange Commission Rule 144A (17 C.F.R. § 230.144A(a)); (xiii) it acknowledges and agrees that there will be no CUSIPs obtained with respect to the Loan(s) or evidencing the Loan; and (xiv) it acknowledges and agrees that there will be no credit rating obtained on the Loan; and

(k) such other documents as the Lender, its legal counsel, the City Attorney or Bond Counsel may reasonably request.

All opinions and certificates shall be dated the date of the Closing.

ARTICLE V

LOAN REPAYMENTS

SECTION 5.01. Basic Payments. Borrower shall pay all Basic Payments in lawful money of the United States of America to the Lender. No Loan Repayment shall be in an amount such that interest on the Loan is in excess of the maximum rate allowed by the laws of the State or of the United States of America. The Basic Payments shall equal the principal and interest due on the Loan, and shall be paid by the Borrower to the Lender at the times and in such amounts as set forth in Exhibit C hereto.

SECTION 5.02. Additional Payments. In addition to Basic Payments which are set forth in Section 5.01 hereof, Borrower agrees to pay on demand of the Lender, the following Additional Payments, which obligation shall survive the termination of this Loan Agreement:

(a) On demand of the Lender, all reasonable fees and expenses of the Lender relating to this Loan Agreement, including, but not limited to:

(1) the fee of \$9,000 and reasonable disbursements of Counsel utilized by the Lender in connection with closing of the Loan;

(2) reasonable extraordinary fees and costs of the Lender following an Event of Default hereunder;

(3) all taxes (including any recording and filing fees) in connection with the execution and delivery of this Loan Agreement, and all expenses, including reasonable attorneys' fees, relating to any amendments, waivers, consents or collection or enforcement proceedings pursuant to the provisions hereof; and

(b) any amounts owed to the United States of America as rebate obligations on the Note.

SECTION 5.03. Obligations of Borrower Unconditional. Subject in all respects to the provisions of this Loan Agreement, the obligations of Borrower to make the Loan Repayments required hereunder and to perform and observe the other agreements on its part contained herein, shall be absolute and unconditional, and shall not be abated, rebated, set-off, reduced, abrogated, terminated, waived, diminished, postponed or otherwise modified in any manner or to any extent whatsoever, while the Note remains outstanding or any Loan Repayments remain unpaid, regardless of any contingency, act of God, event or cause whatsoever. This Loan Agreement shall be deemed and construed to be a "net contract," and Borrower shall pay absolutely net the Loan Repayments and all other payments required hereunder, regardless of any rights of set-off, recoupment, abatement or counterclaim that Borrower might otherwise have against the Lender or any other party or parties.

SECTION 5.04. Prepayment. The Loan may be prepaid in whole or in part on any date by the Borrower, without any prepayment premium or penalty, with thirty (30) days prior written notice to the Lender, by payment of an amount equal to the principal amount of the Loan to be prepaid plus accrued interest thereon to the date of prepayment.

Any notice of prepayment may state that (1) it is conditioned upon the availability of moneys, in an amount equal to the amount necessary to effect the prepayment, no later than the prepayment date and/or (2) the Borrower retains the right to rescind such notice on or prior to the scheduled prepayment date upon the occurrence or non-occurrence of a particular event as described therein (in either case, a “Conditional Prepayment”), and such notice and prepayment shall be of no effect if such moneys are not so available or if the notice is rescinded as described in this Section 5.04. Any such notice of Conditional Prepayment shall be captioned “Conditional Notice of Prepayment.” Any Conditional Prepayment may be rescinded at any time on or prior to the prepayment date if the Chief Financial Officer delivers a written notice to the Lender rescinding the prepayment notice. In case a Conditional Notice of Prepayment has been rescinded, the Note shall remain Outstanding, and neither the rescission nor the failure by the Borrower to make such funds available shall constitute an Event of Default under this Loan Agreement.

ARTICLE VI

SUBORDINATED INDEBTEDNESS, ADDITIONAL DEBT, AND RATE COVENANT

SECTION 6.01. Subordinated Indebtedness. Except as provided in Section 6.02 hereof, the Borrower will not issue or cause to be issued any debt obligations, except under the conditions and in the manner provided herein, payable from the Pledged Revenues having priority to or being on a parity with the lien thereon with respect to the Loan and the interest thereon.

SECTION 6.02. Issuance of Additional Debt. The Borrower may issue (or cause to be issued) Additional Debt and Subordinated Indebtedness for any purpose permitted by applicable law. Additional Debt and Subordinated Indebtedness shall only be issued as set forth in this Loan Agreement. All of the covenants and other provisions of this Loan Agreement (except as to details of such Additional Debt inconsistent therewith) shall be for the equal benefit, protection and security of this Loan and for the Holders of all Additional Debt; provided, however, any Supplemental Resolution authorizing the issuance of Additional Debt may provide that any of the covenants herein contained will not be applicable to such Additional Debt, provided that such provision shall not, in the opinion of Bond Counsel, adversely affect the rights of the Holders of the Note. All Additional Debt, regardless of the time or times of issuance, shall rank equally with respect to their lien on the Pledged Revenues with the Loan and their sources and security for payment therefrom without preference of any such debt over any other; provided, however, that the Borrower shall include a provision in any Supplemental Resolution authorizing the issuance of Variable Rate Debt pursuant to this Section 6.02 that in the event the principal thereof is accelerated due to such Variable Rate Debt being held by the issuer of a credit facility, the lien of such Variable Rate Debt on the Pledged Revenues shall be subordinate in all respects to the pledge of the Pledged Revenues created by this Loan Agreement. Subordinated Indebtedness issued after the date hereof must expressly state that the right to payment of the owner thereof from Pledged Revenues is subordinate to the payment of the Loan and Additional Debt. No Additional Debt or Subordinate Indebtedness shall be issued by the Borrower unless, with respect to Additional Debt the conditions

stated in clauses (A) and (B) below are complied with or, with respect to Subordinated Indebtedness the condition of clause (A) below is complied with:

(A) The Borrower shall certify that it is current in all deposits into the various funds and accounts and all payments theretofore required to have been deposited or made by it under the provisions of this Loan Agreement and has complied with the covenants and agreements of this Loan Agreement.

(B) No Additional Debt may be issued unless the Net Revenues (not including any Impact Fees or investment income) for the Fiscal Year of the Borrower most recently concluded are at least 125% of the Maximum Annual Debt Service Requirements on the Parity Notes then Outstanding and the proposed Additional Debt.

In addition, no Subordinated Indebtedness may be issued unless Net Revenues (not including any Impact Fees or investment income) minus the Debt Service Requirements on the Parity Notes for the Fiscal Year of the Borrower most recently concluded, were at least 115% of current annual Debt Service Requirements on all existing Subordinated Indebtedness due in such Fiscal Year plus 100% of amounts required to be deposited in any reserve or replacement and renewal fund associated with the Parity Notes or Subordinated Indebtedness, plus the Maximum Annual Debt Service Requirement on the proposed Subordinated Indebtedness.

(C) In the event any Additional Debt is issued for the purpose of refunding any Parity Notes then Outstanding, the conditions of Section 6.02(B) shall not apply, provided that the issuance of such Additional Debt shall not result in an increase in the amount of principal and interest becoming due in the current Fiscal Year or any subsequent Fiscal Year. The conditions of Section 6.02(B) hereof shall apply to Additional Debt issued to refund Subordinated Indebtedness and to Additional Debt issued for refunding purposes which cannot meet the conditions of the preceding sentence.

(D) In the event that the total amount of any Additional Debt authorized to be issued shall not be issued simultaneously, such debt which shall be issued subsequently shall be subject to the conditions of Section 6.02(B) hereof.

(E) If at any time the Borrower shall enter into an agreement or contract for an ownership interest in any public or privately owned utility system or for the reservation of capacity therein whereby the Borrower has agreed as part of the cost thereof to pay part of the debt service on the obligations of such public or privately owned utility system issued in connection therewith, such payments to be made by the Borrower shall be junior, inferior and subordinate in all respects to the Loan Repayments hereunder, unless such obligations (when treated as Additional Debt) shall meet the conditions of Section 6.02(B) hereof, in which case such obligations shall rank on parity as to lien on the Pledged Funds with the Loan.

(F) In addition to all of the other requirements specified in Section 6.02, the Borrower must comply with any applicable provisions of any financing documents relating to outstanding Subordinated Indebtedness to the extent such provisions impact on the ability of the Borrower to issue Additional Debt.

SECTION 6.03. Rates. The Borrower shall fix, establish, maintain and collect such Rates and revise the same from time to time, whenever necessary, as will always provide in each Fiscal Year, Net Revenues (together with any Available Impact Fees) adequate at all times to pay in each Fiscal Year at least one hundred twenty five percent (125%) of the current annual Debt Service Requirement becoming due in such Fiscal Year on the Parity Notes then Outstanding. The Borrower shall also fix, establish, maintain and collect such Rates and revise the same from time to time, whenever necessary, as will always provide in each Fiscal Year, Net Revenues (not including any Available Impact Fees) less the amount of the Debt Service Requirement on the Parity Notes then Outstanding for the Fiscal Year, which are adequate at all times to pay in each Fiscal Year at least one hundred fifteen percent (115%) of the amounts becoming due in such Fiscal Year on any Subordinate Indebtedness. Such Rates shall not be so reduced so as to be insufficient to provide Net Revenues fully adequate for the purposes provided therefor by this Loan Agreement.

ARTICLE VII

COVENANTS RELATING TO THE SYSTEM

SECTION 7.01. Maintenance of System. The Borrower will maintain the System and all parts thereof in good condition and will operate the same in an efficient and economical manner, making such expenditures for such equipment, maintenance and repairs and for renewals and replacements thereof as may be proper for its economical operation and maintenance.

SECTION 7.02. No Free Service. The Borrower will not render or cause to be rendered any free services of any nature by the System, nor will any preferential rates be established for users of the same class; and in the event the Borrower or any department, agency, instrumentality, officer or employee thereof, shall avail itself of the facilities or services provided by the System, or any part thereof, the same rates, fees or charges applicable to other customers receiving like services under similar circumstances shall be charged to the Borrower and any such department, agency, instrumentality, officer or employee. Such charges shall be paid as they accrue, and the Borrower shall transfer from its general funds sufficient sums to pay such charges. The revenues so received shall be deemed to be revenues derived from the operation of the System, and shall be deposited and accounted for in the same manner as other revenue derived from such operation of the System.

SECTION 7.03. Enforcement of Collections. The Borrower will diligently enforce its right to receive the Gross Revenues and will diligently enforce and collect the fees, rates, rentals and other charges for the use of the products, services and facilities of the System. The Borrower will not take any action that will impair or adversely affect its rights to levy, collect and receive the Gross Revenues, as herein pledged, or impair or adversely affect in any manner the pledge of the Net Revenues made herein or the rights of the Lender. The Borrower shall be unconditionally and irrevocably obligated, so long as the Note is outstanding and unpaid, to take all lawful action necessary or required to continue to entitle the Borrower to receive the Gross Revenues in at least the amounts required by this Loan Agreement.

SECTION 7.04. No Competing System. To the full extent permitted by law, the Borrower will not, after the date hereof, grant, cause, consent to, or allow the granting of, any franchise or permit to any person for the supply, treatment and distribution of water or the collection of wastewater, except for those customers currently served by other providers, within

the boundaries or service areas of the Borrower. This section shall not, however, prevent the Borrower from granting permits for wells or from permitting the establishment and operation by others of a waste water reuse utility system. The Borrower will not own or operate a competing water supply, treatment or distribution system.

ARTICLE VIII

ASSIGNMENT; RELATIONSHIP; WAIVER OF SET-OFF

SECTION 8.01. Assignment by Borrower. This Loan Agreement may not be assigned by the Borrower for any reason without the express prior written consent of the Lender.

SECTION 8.02. No Partnership, etc. The relationship between the Lender and the Borrower are solely those of lender and borrower. The Lender has no fiduciary or other special relationship with or duty to the Borrower and none is created by the Note documents. Nothing contained in the Note documents, and no action taken or omitted pursuant to the Note documents, is intended or shall be construed to create any partnership, joint venture association, or special relationship between the Borrower and the Lender or in any way make the Lender a co-principal with the Borrower with reference to the facilities financed, or otherwise. In no event shall the Lender's rights and interests under the Loan documents be construed to give the Lender the right to control, or to be deemed to indicate that the Lender is in control of, the business, properties, management or operations of the Borrower.

SECTION 8.03. Waiver of Lender's Right of Setoff. The Lender hereby waives any right of setoff that it may have against all deposits (general or special, time or demand, provisional or final) at any time held by the Lender or against any obligation owed by the Lender to the Borrower, to satisfy any obligation of the Borrower now or hereafter existing under this Loan Agreement. This Loan Agreement shall not be deemed to grant any participant or any assignee any right of set-off.

SECTION 8.04. Limitations on Transfer, Sale or Assignment. The rights and obligations of the Lender hereunder and under the Note may be transferred, sold or assigned in whole (but not in part) to another Person that is (i) an "accredited investor" or "qualified institutional buyer" (as such terms are defined in the regulations promulgated under the Securities Act of 1933, as amended) or (ii) an affiliate of the Lender, without the prior written consent of the Borrower; provided that the Lender shall give at least ten (10) business days' notice to the Borrower prior to any such transfer, sale or assignment. The Borrower shall maintain a register of assigns of this Loan Agreement and the Note.

NOTWITHSTANDING ANYTHING IN THIS LOAN AGREEMENT OR THE NOTE TO THE CONTRARY, NO TRANSFER, SALE OR ASSIGNMENT OF THE NOTE AND THE LOAN SHALL BE EFFECTIVE UNLESS (i) SUCH TRANSFER, SALE OR ASSIGNMENT IS TO AN ACCREDITED INVESTOR OR A QUALIFIED INSTITUTIONAL BUYER OR AN AFFILIATE OF THE LENDER AND CAN BE MADE WITHOUT VIOLATING ANY FEDERAL OR STATE SECURITIES LAWS AND (ii) THE IDENTITY OF ANY TRANSFEREE, PURCHASER, OR ASSIGNEE, AS AN ACCREDITED INVESTOR, A QUALIFIED INSTITUTIONAL BUYER OR AN AFFILIATE OF THE LENDER SHALL BE PROVIDED IN WRITING TO THE BORROWER. THE LOAN, AS EVIDENCED BY THE

NOTE, HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES LAWS. ANY TRANSFER, SALE OR ASSIGNMENT OF THE LOAN, AS EVIDENCED BY THE NOTE, SHALL BE IN EACH CASE ONLY IN A MANNER THAT DOES NOT VIOLATE THE SECURITIES ACT OF 1933, AS AMENDED, AND THE RULES AND REGULATIONS PROMULGATED THEREUNDER, OR ANY APPLICABLE STATE SECURITIES LAWS.

ARTICLE IX

EVENTS OF DEFAULT AND REMEDIES

SECTION 9.01. Events of Default Defined. The following shall be “Events of Default” under this Loan Agreement

- (a) Failure by the Borrower to timely pay any Loan Repayment, when due;
- (b) Failure by the Borrower to timely pay any other payment required to be paid hereunder on the date on which it is due and payable, provided the Borrower has at least ten (10) days’ prior written notice of any such payments being due;
- (c) Failure by the Borrower to observe and perform any covenant, condition or agreement other than a failure under (a) or (b) above, on its part to be observed or performed under this Loan Agreement, for a period of thirty (30) days after written notice of the failure, unless the Lender shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice can be wholly cured within a period of time not materially detrimental to the rights of the Lender, but cannot be cured within the applicable 30-day period, the Lender will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the Borrower within the applicable period and diligently pursued until the failure is corrected;
- (d) Any warranty, representation or other statement by the Borrower or by an officer or agent of the Borrower contained in this Loan Agreement or in any instrument furnished in compliance with or in reference to this Loan Agreement, is false or misleading when made in any material respect, and such false or misleading warranty, representation or other statement is intentionally so made by the Borrower or its officer or agent;
- (e) A petition is filed against the Borrower under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, and is acquiesced to by the Borrower or not dismissed within 60 days of such filing;
- (f) The Borrower files a petition in voluntary bankruptcy or seeking relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any petition against it under such law;
- (g) The Borrower admits insolvency or bankruptcy or its inability to pay its debts as they become due or is generally not paying its debts as such debts become due, or becomes

insolvent or bankrupt or makes an assignment for the benefit of creditors, or a custodian (including without limitation a receiver, liquidator or trustee) of the Borrower or any of its property is appointed by court order or takes possession thereof and such order remains in effect or such possession continues for more than 60 days;

(h) Default under any agreement to which the Borrower is a party evidencing, securing or otherwise respecting any indebtedness of the Borrower which is secured by the Pledged Revenues outstanding in the amount of \$100,000 or more if, as a result thereof, such indebtedness may be declared immediately due and payable or other substantive remedies may be exercised with respect thereto;

(i) Any material provision of this Loan Agreement shall at any time for any reason cease to be valid and binding on the Borrower, or shall be declared to be null and void, or the validity or enforceability of this Loan Agreement shall be contested by the Borrower or any governmental agency or authority, or if the Borrower shall deny any further liability or obligation under this Loan Agreement; or

(j) Final judgment for the payment of money in the amount of \$250,000 or more is rendered against the Borrower, the payment of which would materially adversely affect the Borrower's ability to meet its obligations hereunder (it being agreed that, if insurance or adequate reserves are available to make such payment, such judgment would not materially affect the Borrower's ability to meet its obligations hereunder) and at any time after 90 days from the entry thereof, unless otherwise provided in the final judgment, (i) such judgment shall not have been discharged, or (ii) the Borrower shall not have taken and be diligently prosecuting an appeal therefrom or from the order, decree or process upon which or pursuant to which such judgment shall have been granted or entered, and have caused the execution of or levy under such judgment, order, decree or process of the enforcement thereof to have been stayed pending determination of such appeal, provided that such execution and levy would materially adversely affect the Borrower's ability to meet its obligations hereunder; or (iii) the Borrower is not obligated with respect to such judgment pursuant to the provisions of Chapter 768, Florida Statutes or other applicable law.

SECTION 9.02. Notice of Default. The Borrower agrees to give the Lender prompt written notice if any petition, assignment, appointment, possession or judgement referred to in Section 9.01(e), 9.01(f), 9.01(g) or 9.01(j) is filed by or against or rendered against the Borrower or of the occurrence of any other event or condition which constitutes a Default or an Event of Default, immediately upon becoming aware of the existence thereof.

SECTION 9.03. Remedies on Default. Whenever any Event of Default referred to in Section 9.01 hereof shall have occurred and be continuing, the Lender shall, in addition to any other remedies herein or by law provided, have the right, at its option without any further demand or notice, to take whatever other action at law or in equity which may appear necessary or desirable to collect amounts then due and thereafter to become due hereunder or to enforce any other of its rights hereunder. However, in no event shall the payments on the Loan or the Note be subject to acceleration.

SECTION 9.04. No Remedy Exclusive; Waiver, Notice. No remedy herein conferred upon or reserved to the Lender is intended to be exclusive and every such remedy shall

be cumulative and shall be in addition to every other remedy given under this Loan Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right, remedy or power shall be construed to be a waiver thereof, but any such right, remedy or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Lender to exercise any remedy reserved to it in this Article IX, it shall not be necessary to give any notice other than such notice as may be required in this Article IX.

SECTION 9.05. Application of Moneys. Any moneys collected by the Lender pursuant to Section 9.03 hereof shall be applied (a) first, to pay any attorney's fees or other expenses owed by the Borrower pursuant to Section 5.02(a) hereof, (b) second, to pay interest due on the Loan, (c) third, to pay principal due on the Loan, (d) fourth, to pay any other amounts due hereunder, and (e) fifth, to pay interest and principal on the Loan and other amounts payable hereunder but which are not due, as they become due (in the same order, as to amounts which come due simultaneously, as in (a) through (d) in this Section 9.05).

ARTICLE X

MISCELLANEOUS

SECTION 10.01. Notices. All notices, certificates or other communication hereunder shall be sufficiently given and shall be deemed given when hand delivered or mailed by registered or certified mail, postage prepaid, to the parties at the following addresses:

Lender: TD Public Finance LLC
255 Alhambra Circle
Coral Gables, Florida 33134
Attention: Lance Aylsworth

Borrower: City of Deerfield Beach, Florida
150 N.E. 2nd Avenue
Deerfield Beach, Florida 33441
Attention: City Manager

Any of the above parties may, by notice in writing given to the others, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

SECTION 10.02. Binding Effect. This Loan Agreement shall inure to the benefit of and shall be binding upon the Lender and the Borrower and their respective successors and assigns.

SECTION 10.03. Severability. In the event any provision of the Loan Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

SECTION 10.04. Amendments, Changes and Modifications. This Loan Agreement may be amended only by written agreement of the Lender and the Borrower.

SECTION 10.05. Execution in Counterparts. This Loan Agreement may be simultaneously executed in several counterparts, each of which, when so executed and delivered, shall be an original and all of which shall constitute but one and the same instrument.

SECTION 10.06. Applicable Law. This Loan Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

SECTION 10.07. No Personal Liability. Notwithstanding anything to the contrary contained herein or in the Note, or in any other instrument or document executed by or on behalf of the Borrower in connection herewith, no stipulation, covenant, agreement or obligation contained herein or therein shall be deemed or construed to be a stipulation, covenant, agreement or obligation of any present or future, member, commissioner, officer, employee or agent of the Borrower, or of any incorporator, member, commissioner, director, trustee, officer, employee or agent of any successor to the Borrower, in any such person's individual capacity. No such person, in his or her individual capacity shall be liable personally for any breach or non-observance of or for any failure to perform, fulfill or comply with any such stipulations, covenants, agreements or obligations, nor shall any recourse be had for the payment of the principal of or interest on the Note or for any claim based thereon or on any such stipulation, covenant, agreement or obligation, against any such person, in his or her individual capacity, either directly or through the Borrower or any successor to the Borrower, under the rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise. All such liability of any such person, in his individual capacity is hereby expressly waived and released as a condition of and in consideration for the execution of this Loan Agreement.

SECTION 10.08. Captions. The captions or headings in this Loan Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions of sections of this Loan Agreement.

SECTION 10.09. Payments Due on Holidays. If the date for making any payment or the last date for performance of any act or the exercise of any right, as provided in this Loan Agreement, shall be other than on a Business Day, such payments may be made or act performed or right exercised on the next succeeding Business Day with the same force and effect as if done on the nominal date provided in this Loan Agreement, except that in the case of Basic Payments interest shall continue to accrue and shall be payable on such succeeding Business Day.

SECTION 10.10. Calculations. Interest shall be computed on the basis of a 360-day year of twelve 30-day months.

SECTION 10.11. Time of Payment. Any Loan Repayment or other payment hereunder which is received by the Lender after 2:00 p.m. (New York time) on any day shall be deemed received on the following Business Day.

SECTION 10.12. Waiver of Jury Trial

(a) This Section 10.12 concerns the resolution of any controversies or claims between the parties, whether arising in contract, tort or by statute, that arise out of or relate to: (i) this Loan Agreement (including any renewals, extensions or modifications); or (ii) any other Related Document or other document related to this Loan Agreement (collectively a "Claim"). For the

purposes of this provision only, the term “parties” shall include any parent corporation, subsidiary or affiliate of the Lender involved in the servicing, management or administration of any obligation described or evidenced by this Loan Agreement.

(b) The parties irrevocably and voluntarily waive any right they may have to a trial by jury in respect of any Claim. This provision is a material inducement for the parties entering into this Loan Agreement.

SECTION 10.13. USA Patriot Act. The Borrower represents and warrants to the Lender that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of any such person. The Borrower further represents and warrants to the Lender that the Borrower and its principals, shareholders, members, partners, or affiliates, as applicable, are not directly or indirectly, engaged in, nor facilitating, the transactions contemplated by this transaction on behalf of any person named as a Specially Designated National and Blocked Person.

SECTION 10.14. Incorporation by Reference. By virtue of its submission of its proposal dated October 25, 2023 in response to the Borrower’s Request for Proposals dated September 21, 2023 (the “RFP”), and by its execution of this Loan Agreement, the Lender is deemed to have made the representations and certifications required by paragraphs 8, 9, 10, 11, 12, 13 and 14 under the heading “Instructions to Proposer” of the RFP, and such representations and certifications are hereby incorporated into this Loan Agreement as if fully set forth herein.

SECTION 10.15. E-Verify. As a condition precedent to the effectiveness of this Loan Agreement, pursuant to Section 448.095, Florida Statutes (2023), as may be amended or revised (the “E-Verify Statute”), the Lender and its subcontractors shall register with and use the E-Verify system to electronically verify the employment eligibility of newly hired employees. The requirements of this Section 10.15 are applicable to the Lender only with respect to this Loan Agreement and such requirements do not impact and are not applicable to any other agreements entered into by the Lender in any form unrelated to this Loan Agreement.

(a) The Lender shall require each of its subcontractors, if any, to provide the Lender with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Lender shall maintain a copy of the subcontractor’s affidavit for the duration of this Loan Agreement and in accordance with the public records requirements of this Loan Agreement.

(b) The Borrower, the Lender, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Florida Statutes (2023), as may be amended or revised, shall terminate the agreement with the person or entity.

(c) The Borrower, upon good faith belief that a subcontractor knowingly violated the provisions of the E-Verify Statute, but that the Lender otherwise complied with the E-Verify Statute, shall promptly notify the Lender and order the Lender to immediately terminate the contract with the subcontractor, and the Lender shall comply with such order.

(d) An agreement terminated under Sections 448.095(5)(c)1. or 2., of the E-Verify Statute, is not a breach of contract and may not be considered as such. If the Borrower terminates this Loan Agreement under Section 448.095(5)(c) of the E-Verify Statute, the Lender may not be awarded a public contract for at least one year after the date on which this Loan Agreement was terminated. The Lender is liable for any additional costs incurred by the Borrower as a result of termination of this Loan Agreement.

(e) The Lender shall include in each of its subcontracts, if any, the requirements set forth in this Section 10.15, including this subparagraph, requiring any and all subcontractors, as defined in Section 448.095(1)(e) of the E-Verify Statute, to include all of the requirements of this Section 10.15 in their subcontracts. Lender shall be responsible for compliance by any and all subcontractors, as defined in Section 448.095(1)(e) of the E-Verify Statute, with the requirements of the E-Verify Statute.

The Lender certifies that it has not engaged or contracted with any subcontractor with respect to its provisions of the Loan under this Loan Agreement and has no current intention to engage or contract with a subcontractor with respect to providing the Loan under this Loan Agreement. The Lender shall notify the Borrower if it engages or contracts with any subcontractor with respect to providing the Loan under this Loan Agreement.

SECTION 10.16. Privately Negotiated Loan. The Borrower acknowledges and agrees that the Lender is purchasing the Note in evidence of a privately negotiated loan and in that connection the Note shall not be (i) assigned a separate rating by any municipal securities rating agency, (ii) registered with The Depository Trust Company or any other securities depository, (iii) issued pursuant to any type of offering document or official statement or (iv) assigned a CUSIP number by the CUSIP Service Bureau.

SECTION 10.17. No Advisory or Fiduciary Relationship. In connection with the Lender's purchase of the Note, and all aspects of each transaction contemplated hereunder (including in connection with any amendment, waiver or other modification hereof), the Borrower acknowledges and agrees, that: (a) (i) the Borrower has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate, (ii) the Borrower is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated hereby, (iii) the Lender is not acting as a municipal advisor or financial advisor to the Borrower, and (iv) the Lender has no fiduciary duty pursuant to Section 15B of the Securities Exchange Act to the Borrower with respect to the transactions contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Lender has provided other services or is currently providing other services to the Borrower on other matters); (b) (i) the Lender is and has been acting solely as a principal and, except as expressly agreed in writing by the relevant parties, has not been, is not, and will not be acting as an advisor, agent or fiduciary, for the Borrower or any other Person and (ii) the Lender has no obligation to the Borrower with respect to the transactions contemplated hereby except those obligations expressly set forth herein; and (c) the Lender may be engaged in a broad range of transactions that involve interests that differ from those of the Borrower, and the Lender has no obligation to disclose any of such interests to the Borrower. The Borrower acknowledges that the Lender is purchasing the Note pursuant to and in reliance upon the bank exemption and/or the institutional buyer exemption

provided under the municipal advisor rules of the Securities and Exchange Commission, Rule 15Ba1-1 *et seq*, to the extent that such rules apply to the transactions contemplated hereunder.

IN WITNESS WHEREOF, the City of Deerfield Beach, Florida, has caused this Loan Agreement to be executed in its name with its seal hereunto affixed and attached by its duly authorized officers and TD Public Finance LLC. has caused this Loan Agreement to be executed in its corporate name and attested by its duly authorized officers. All of the above occurred .as of the date first above written.

(SEAL)

CITY OF DEERFIELD BEACH, FLORIDA

By: _____
Name: David Santucci, Jr.
Title: City Manager

ATTESTED BY:

By: _____
Name: Heather Montemayor, CMC
Title: City Clerk

Approved as to form and correctness this ____
day of December, 2023.

By: _____
Name: Anthony C. Soroka, Esq.
Title: City Attorney

TD PUBLIC FINANCE LLC

By: _____
Name: Lance Aylsworth
Title:

EXHIBIT A
CITY OF DEERFIELD BEACH, FLORIDA
DESCRIPTION OF PROJECT

The Project consists of the design, acquisition, construction, installation and equipping of certain improvements to the Borrower's System, as follows:

Well generators and VFDs
Automatic Meter Reading
Utility Communication Network Assessment and Improvement
Water Main Rehabilitation and Replacement
MCC Panel Replacement
NF - PLC/Instrumentation Rehabilitation and Update
NF - Replace Single Sand Strainer with Three Strainers
Operator Control Console Upgrade
Water Plant Fiber Optic Replacement
NF/RO - Chemical System Upgrades
RO - Element Replacement & Train Refurbishment
RO - Degasifier and Scrubber Media Replacement
CS-Well 21 VFD Replacement
CS-Fuel Day Tank Replacement
CS- Electric Motor, Pumps, Valves, Parts for Wells
CS- Raw Water & Injection Well Flow Meters Replacement
Rehabilitation of Manholes
Lift Station Component Replacement & Hardening
Gravity Sewer Lateral Lining
Gravity Sewer Lining & Repair
Wet Well Rehabilitation
Wet Well Pump and Soft Start Replacement
Water & Sewer Upgrades for Pioneer Grove and Florida Atlantic University

The foregoing notwithstanding, the City Commission, in its sole discretion, may modify or amend all or any portion of the Project described above or any component thereof, to (1) delete one or more of such improvements or any component thereof, if the Borrower determines such improvement is not feasible or is otherwise not in the best interests of the Borrower to pursue or (2) substitute or modify one or more of such improvements with any other improvements to the System, if the Borrower determines such substitution or modification better serves Borrower purposes; provided the modified or substituted improvement is eligible to be financed with proceeds of tax-exempt obligations such as the Note.

EXHIBIT B
OPINION OF BORROWER’S COUNSEL
[Letterhead of Counsel to Borrower]

December 21, 2023

TD Public Finance LLC

Gentlemen:

We are City Attorney to the City of Deerfield Beach, Florida (the “Borrower”), and have been requested by the Borrower to give this opinion in connection with the loan by TD Public Finance LLC (the “Lender”) to the Borrower of funds for the purposes set forth in that certain Loan Agreement, dated as of December 21, 2023 (the “Loan Agreement”), by and between the Borrower and the Lender. The loan made pursuant to the Loan Agreement is evidenced by the Borrower’s Water and Sewer Revenue Note, Series 2023 (the “Note”).

In this connection, we have reviewed such records, certificates and other documents as we have considered necessary or appropriate for the purposes of this opinion, including applicable laws, Ordinance No. 2023/___ enacted by the City Commission of the Borrower (the “City Commission”) on December 12, 2023 (the “Ordinance”), Resolution No. 2023/___ adopted by the City Commission on December 12, 2023 (the “Resolution” and, together with the Ordinance, the “Loan Legislation”) and the Loan Agreement.

We express no opinion with respect to the effect of any law other than the law of the State of Florida and the federal law of the United States (collectively, “Applicable Law”). This opinion letter has been prepared, and is to be construed, in accordance with the Report on Third-Party Legal Opinion Customary Practice in Florida, issued by the Business Law Section of the Florida Bar, dated December 3, 2011, as amended (the “Report”). The Report is incorporated by reference in this opinion letter. In rendering the following opinions, we have made no assumptions other than those set forth in this letter and the Report.

Based on such review, and such other considerations of law and fact as we believe to be relevant, we are of the opinion that:

(a) The Borrower is a municipality duly organized and validly existing under the Constitution and laws of the State of Florida. The Borrower has the legal right and all requisite power and authority to enter into the Loan Agreement, to issue the Note, to pledge the Pledged Funds, to enact or adopt, as applicable, the Loan Legislation and to consummate the transactions contemplated thereby and otherwise to carry on its activities and own its property.

(b) The Ordinance has been duly executed by the City Commission and authorizes the Loan and the Resolution has been duly adopted by the City Commission and authorizes the execution and delivery of the Loan Agreement and the Note and the issuance of the Note by the Borrower.

(c) The Borrower has duly authorized, executed and delivered the Loan Agreement and the Note, and such instruments are legal and binding obligations of the Borrower enforceable against the Borrower in accordance with their terms, except to the extent that the enforceability thereof may be subject to bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights heretofore or hereafter enacted and that their enforcement may be subject to the exercise of judicial discretion in accordance with general principles of equity, and to the sovereign police powers of the State of Florida and the constitutional powers of the United States of America.

(d) To the best of our knowledge, the enactment of the Ordinance, the adoption of the Resolution and the execution and delivery of the Loan Agreement and the Note, the consummation of the transactions contemplated thereby, the application of the proceeds of the Loan as contemplated in the Loan Agreement and the fulfillment of or compliance with the terms and conditions of the Loan Agreement do not and will not conflict with or result in a material breach of or default under any of the terms, conditions or provisions of any agreement, contract or other instrument, or law, ordinance, regulation, or judicial or other governmental order, to which the Borrower is now a party or it or its properties is otherwise subject or bound, and the Borrower is not otherwise in violation of any of the foregoing in a manner material to the transactions contemplated by the Loan Agreement.

(e) To the best of our knowledge, there is no litigation or legal or governmental action, proceeding, inquiry or investigation pending or, to the best of our knowledge, threatened by governmental authorities or to which the Borrower is a party or of which any property of the Borrower is subject, which has not been disclosed in writing to the Lender and which, if determined adversely to the Borrower, would individually or in the aggregate materially and adversely affect the validity or the enforceability of the Loan Agreement or the Note, or the authority of the Borrower to operate the System (as defined in the Loan Agreement) or to impose Rates and collect Gross Revenues (as such terms are defined in the Loan Agreement).

(f) All authorizations, consents, waivers, approvals and reviews of governmental bodies or regulatory authorities required for the City's adoption, execution, approval and performance of the Loan Agreement, the Note and the Loan Legislation have been obtained; provided that no opinion is expressed with respect to any authorizations, consents, waivers, approvals or reviews required by the securities laws of the United States of America or of any state, or of any other jurisdiction.

This opinion is furnished to you by us as counsel for the Borrower, is solely for your benefit and the benefit of your successors and assigns, and is rendered solely in connection with the transaction to which this opinion relates. This opinion may be relied upon only in connection with this transaction and may not be relied upon by any person other than you and your successors and assigns without our prior written consent.

Very truly yours,

EXHIBIT C
FORM OF NOTE

ANY REGISTERED OWNER SHALL, PRIOR TO BECOMING A REGISTERED OWNER, EXECUTE A LENDER'S CERTIFICATE CERTIFYING, AMONG OTHER THINGS, THAT SUCH REGISTERED OWNER IS AN "ACCREDITED INVESTOR" OR A QUALIFIED INSTITUTIONAL BUYER AS SUCH TERMS ARE DEFINED IN THE FORM OF LENDER'S CERTIFICATE ON FILE WITH THE BORROWER.

No. R-1

\$_____

CITY OF DEERFIELD BEACH, FLORIDA
WATER AND SEWER REVENUE NOTE,
SERIES 2023

RATE OF INTEREST

MATURITY DATE

DATE OF ISSUE

_____%
(Subject to adjustment as
provided herein)

November 1, 2026

December 21, 2023

REGISTERED OWNER: TD PUBLIC FINANCE LLC

PRINCIPAL AMOUNT:

KNOW ALL MEN BY THESE PRESENTS, that the City of Deerfield Beach, Florida (the "Borrower"), for value received, hereby promises to pay to the Registered Owner designated above, or registered assigns, solely from the special funds hereinafter mentioned, on the Maturity Date specified above, the above Principal Amount and not previously paid, and to pay solely from such funds interest on the outstanding Principal Amount hereof from the date of this Note or from the most recent date to which interest has been paid, whichever is applicable, until payment of such Principal Amount, interest at the Rate of Interest shown above, subject to adjustment as provided below, such interest being payable semi-annually on each May 1 and November 1 (each, an "Interest Payment Date") commencing May 1, 2024, with all unpaid interest being due on the Maturity Date or upon the earlier payment of principal hereof, by wire transfer in accordance with written instructions delivered by the Registered Owner to the Borrower or by such other medium acceptable to the Borrower and to such Registered Owner. The principal of and interest on this Note are payable in lawful money of the United States of America. Interest due hereon shall be calculated on the basis of a 360-day year of twelve 30-day months. Presentment of this Note shall not be required for payment. However, within a reasonable period of time after payment in full of

this Note, the Registered Owner shall return this Note to the Borrower marked “Paid in Full” or its equivalent.

This Note may be prepaid in whole or in part on any date by the Borrower, without prepayment premium or penalty, with thirty (30) days prior written notice to the Registered Owner by payment of an amount equal to the principal amount of the Note to be prepaid plus accrued interest thereon to the date of prepayment. The Borrower may issue a conditional notice of prepayment as provided in the Loan Agreement.

All payments by the Borrower on this Note shall apply first to accrued interest, then to other charges due the Lender, and the balance thereof shall apply to the principal sum due. The “Payment Office” of the Lender shall be _____, unless the Borrower receives written notice of a different Payment Office in accordance with the notice provisions of Section 10.01 of the Loan Agreement.

Upon the occurrence of a Determination of Taxability, the interest rate on this Note shall be adjusted to a rate equal to ____% (the “Adjusted Interest Rate”) calculated on the basis of a 360-day year of twelve 30-day months, as of and from the date such Determination of Taxability would be applicable with respect to this Note (the “Accrual Date”); and (i) the Borrower, on the next interest payment date (or if this Note shall have matured, within 30 days after demand), shall to pay to the Registered Owner an amount equal to the sum of (1) the difference between (A) the total interest that would have accrued on this Note at the Adjusted Interest Rate from the Accrual Date to such interest payment date (or maturity date), and (B) the actual interest paid by the Borrower on this Note from the Accrual Date to such interest payment date (or maturity date), and (2) any interest and penalties required to be paid as a result of any additional State of Florida and federal income taxes imposed upon the Registered Owner arising as a result of such Determination of Taxability; and (ii) from and after the Date of the Determination of Taxability, this Note shall continue to bear interest at the Adjusted Interest Rate for the period such determination continues to be applicable with respect to this Note. This adjustment shall survive payment of this Note until such time as the federal statute of limitations under which the interest on this Note could be declared taxable under the Code shall have expired.

As used in this Note, (1) “Code” means the Internal Revenue Code of 1986, as amended; and (2) “Determination of Taxability” means that interest on this Note is required to be included in the gross income of the Lender for federal income tax purposes due solely to the action or inaction of the Borrower (changes in the Code shall not result in a Determination of Taxability).

This Note shall bear interest on any overdue installment of principal and (to the extent permitted by law) interest at the Default Rate (as defined in the Loan Agreement). Any payment of principal or interest not made within fifteen (15) days after the payment is due shall be subject to a late fee equal to six percent (6.0%) of the overdue payment.

This Note is issued to finance the costs of certain capital improvements to the Borrower’s water and sewer system, under the authority of and in full compliance with the Constitution and Statutes of the State of Florida, including particularly Chapter 163, Part I, Florida Statutes, Chapter 166, Part II, Florida Statutes, as amended, and other applicable provisions of law, Ordinance No. 2023/___ duly enacted by the City Commission of the Borrower (the “City Commission”) on

December 12, 2023 and Resolution No. 2023/___ duly adopted by the City Commission on December 12, 2023, and pursuant to a Loan Agreement between TD Public Finance LLC and the Borrower, dated as of December 21, 2023 (the “Loan Agreement”), to which reference should be made to ascertain those terms and conditions.

This Note is payable from and secured solely by a lien upon and pledge of the Pledged Funds, as defined and described in the Loan Agreement, all in the manner provided in, and subject to the terms and conditions of the Loan Agreement.

The principal of and interest on this Note do not constitute a general obligation or indebtedness of the Borrower, and the Registered Owner shall never have the right to require or compel the levy of taxes on any property of or in the Borrower for the payment of the principal of and interest on this Note. The issuance of the Note shall not directly, indirectly or contingently obligate the Borrower, the State or any political subdivision or municipal corporation thereof to levy or pledge any form of ad valorem taxation for its payment but shall be payable solely from the Pledged Funds as provided in the Loan Agreement.

It is hereby certified and recited that all acts, conditions and things required by the Constitution and laws of the State of Florida to be performed, to exist and to happen precedent to and in the issuance of this Note, have been performed, exist and have happened in regular and due form and time as so required.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the City of Deerfield Beach, Florida, has caused this Note to be executed by the Mayor or Vice-Mayor, and attested by the City Clerk, either manually or with their facsimile signatures, and its seal or a facsimile thereof to be affixed, impressed, imprinted, lithographed or reproduced hereon, all as of the Date of Issue above.

CITY OF DEERFIELD BEACH, FLORIDA

(SEAL)

By: _____
Name: David Santucci, Jr.
Title: City Manager

ATTESTED BY:

By: _____
Name: Heather Montemayor, CMC
Title: City Clerk

Approved as to form and correctness as of
the 21st day of December, 2023.

By: _____
Name: Anthony C. Soroka, Esq.
Title: City Attorney

EXHIBIT A
CITY OF DEERFIELD BEACH, FLORIDA
DESCRIPTION OF PROJECT

The Project consists of the design, acquisition, construction, installation and equipping of certain improvements to the Borrower's System, as follows:

Well generators and VFDs
Automatic Meter Reading
Utility Communication Network Assessment and Improvement
Water Main Rehabilitation and Replacement
MCC Panel Replacement
NF - PLC/Instrumentation Rehabilitation and Update
NF - Replace Single Sand Strainer with Three Strainers
Operator Control Console Upgrade
Water Plant Fiber Optic Replacement
NF/RO - Chemical System Upgrades
RO - Element Replacement & Train Refurbishment
RO - Degasifier and Scrubber Media Replacement
CS-Well 21 VFD Replacement
CS-Fuel Day Tank Replacement
CS- Electric Motor, Pumps, Valves, Parts for Wells
CS- Raw Water & Injection Well Flow Meters Replacement
Rehabilitation of Manholes
Lift Station Component Replacement & Hardening
Gravity Sewer Lateral Lining
Gravity Sewer Lining & Repair
Wet Well Rehabilitation
Wet Well Pump and Soft Start Replacement
Water & Sewer Upgrades for Pioneer Grove and Florida Atlantic University

The foregoing notwithstanding, the City Commission, in its sole discretion, may modify or amend all or any portion of the Project described above or any component thereof, to (1) delete one or more of such improvements or any component thereof, if the Borrower determines such improvement is not feasible or is otherwise not in the best interests of the Borrower to pursue or (2) substitute or modify one or more of such improvements with any other improvements to the System, if the Borrower determines such substitution or modification better serves Borrower purposes; provided the modified or substituted improvement is eligible to be financed with proceeds of tax-exempt obligations such as the Note.



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2023-2278

Agenda Date: 12/12/2023

Status: CONSENT - BOARD
APPOINTMENT

In Control: City Commission

Title

Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, appointing Patricia O'Neil as a member of the Affordable Housing Advisory Committee; 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

As a recipient of State Housing Initiative Partnership ("SHIP") funds, the City established an Affordable Housing Advisory Committee (the "Committee") in 2008, as required by Section 420.9076, Florida Statutes. The purpose of the Committee is to review the established policies and procedures, ordinances, land development regulations, local government comprehensive plan and recommend specific actions or initiatives to the City Commission to encourage or facilitate affordable housing while protecting the ability of the property to appreciate in value.

Annually, the Committee is required to submit an Affordable Housing Incentive Report to the City Commission for review and transmittal to the Florida Housing Finance Corporation ("FHFC"). At a minimum, the Committee must submit a report to the City Commission that includes recommendations on affordable housing incentives in the following areas:

- ☐ The processing of approvals of development orders or permits, as defined in s. 163.3164(7) and (8), for affordable housing projects is expedited to a greater degree than other projects.
- ☐ The modification of impact-fee requirements, including reduction or waiver of fees and alternative methods of fee payment for affordable housing.
- ☐ The allowance of flexibility in densities for affordable housing.
- ☐ The reservation of infrastructure capacity for housing for very-low-income persons, low-income persons, and moderate-income persons.
- ☐ The allowance of affordable accessory residential units in residential zoning districts.
- ☐ The reduction of parking and setback requirements for affordable housing.
- ☐ The allowance of flexible lot configurations, including zero-lot-line configurations for affordable housing.
- ☐ The modification of street requirements for affordable housing.
- ☐ The establishment of a process by which a local government considers, before adoption, policies, procedures, ordinances, regulations, or plan provisions that increase the cost of housing.
- ☐ Preparation of a printed inventory of locally owned public lands suitable for affordable housing.
- ☐ The support of development near transportation hubs and major employment centers and mixed-use developments.

On July 1, 2020, HB1339 was signed by Governor Ron DeSantis, with statutory changes that required amendment to the ordinance for the Committee, including:

- ☐ Appointment of an Elected Official to the Committee,
- ☐ Completion of an AHAC Incentive Strategies report annually, and
- ☐ Submittal of the AHAC Report to Florida Housing Coalition ("FHC")

Current Activity

The Community Services Department needs members to serve on the AHAC Committee. The Committee, which recommends strategies for the Local Housing Assistance Plan ("LHAP") must be comprised of at least eight but no more than 11 members, and must consist of one elected official, and one representative from at least six of the categories below:

- (a) A citizen with residential home building industry in connection with affordable housing.
- (b) A citizen who is actively engaged in the banking or mortgage banking industry in connection with affordable housing.
- (c) A citizen who is a representative of those areas of labor actively engaged in home building in connection with affordable housing.
- (d) A citizen who is actively engaged as an advocate for low-income persons in connection with affordable housing.
- (e) A citizen who is actively engaged as a for-profit provider of affordable housing.
- (f) A citizen who is actively engaged as a not-for-profit provider of affordable housing.
- (g) A citizen who is actively engaged as a real estate professional in connection with affordable housing.
- (h) A citizen who actively serves on the local planning agency pursuant to s. 163.3174. If the local planning agency is comprised of the governing board of the county or municipality, the governing board may appoint a designee who is knowledgeable in the local planning process.
- (i) A citizen who resides within the jurisdiction of the local governing body making the appointments.
- (j) A citizen who represents employers within the jurisdiction.
- (k) A citizen who represents essential services personnel, as defined in the local housing assistance plan.

Currently, the Committee consists of ten members, and with the appointment of Patricia O'Neil, the Committee will have 11 members, which meets capacity.

Recommendation

Staff is recommending City Commission approval of Patricia O'Neil to serve as a resident member on the Affordable Housing Committee.

RESOLUTION NO. 2023/

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
DEERFIELD BEACH, FLORIDA, APPOINTING PATRICIA O’NEIL AS A
MEMBER OF THE AFFORDABLE HOUSING ADVISORY COMMITTEE;
AND PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, as a recipient of State Housing Initiative Partnership (“SHIP”) funds, the City of Deerfield Beach (“City”) established the Affordable Housing Advisory Committee (“Committee”) in 2008, as required by Section 420.9076, Florida Statutes; and

WHEREAS, the purpose of the Committee is to review the established policies and procedures, ordinances, land development regulations, and local government comprehensive plan, and recommend specific actions or initiatives to the City Commission to encourage or facilitate affordable housing while protecting the ability of the property to appreciate in value; and

WHEREAS, in 2020, the Florida Legislature passed House Bill 1339, amending the State Housing Initiatives Partnership Act (“Act”) in Chapter 420, Florida Statutes, to provide for completion of an annual incentives strategy report, submittal of the report to the Florida Housing Coalition, and for an elected official to be appointed to the Committee; and

WHEREAS, the Committee must be compromised of at least eight but no more than 11 members, and must consist of one elected official and one representative from at least six categories listed in Section 420.9076(2), Florida Statutes; and

WHEREAS, in 2021, the City Commission amended Chapter 2 “Administration,” Article VIII “Local Housing Assistance Program” of the City Code to provide for consistency with the applicable state law; and

WHEREAS, Patricia O’Neil, a resident of the City of Deerfield Beach, has expressed an interest to serve on the Committee as a resident member for a term commencing on December 12, 2023 and ending on September 30, 2024; and

WHEREAS, City Staff confirmed Patricia O’Neil meets the qualifications to serve on the Committee.

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 appoints Patricia O’Neil to serve as a member of the Committee for a term commencing on December 12, 2023 and ending on September 30, 2024.

Section 3. Patricia O’Neil shall serve without compensation.

Section 4. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED THIS 12TH DAY OF DECEMBER, 2023

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK



City of Deerfield Beach Application for Advisory Board or Committee

Advisory Board or Committee you are applying for: AHAC

Are you willing to be considered for an alternate Board or Committee? Yes ☒ No ☐

Name PATRICIA A. ONEIL

Address 273 NEWPORT R....BLG R

City DEERFIELD BEACH State FL Zip 33442

I reside in District # (can be found on back of your Voter Registration Card) 3

Year- Round Resident? Yes ☒ No ☐

If No, how what months are you away?

Home Phone NA Work/Mobile Phone (954) 401-0260

E-mail paodbfla@aol.com

Employer PPI Realty

Address 1896 W. Hillsboro Blvd Deerfield Beach, Fl. 33442

Occupation (if retired, please indicate and list former occupation) realtor

MANAGER AT&T

Please list any governmental Advisory Boards or Committees on which you currently serve:

Several years ago alternate on Planning and Zoning board

Complete the following. Please describe those facets of your background/experience which you feel may be useful for membership on this Board/Committee.

Academic: Degrees, Diplomas

Retired manager AT & T 31 years, currently Realtor 21 years

Professional: Certification(s)

Florida Board Of Realtors
National Association of Realtors

Knowledge: Training, interest or experience

realtor

Community Involvement: List organizations/positions

Member of Deerfield Beach Historical Society.

Organizations: Memberships

National Association of realtors.

I understand that in accordance with the Florida Sunshine Law, this information may be made public. I understand that the appointment is for voluntary, uncompensated service. If appointed, I agree to faithfully and fully perform the duties of my office, will make every endeavor to serve my full term, and will comply with all laws and ordinances of the City, County and State of Florida, particularly those pertaining to the conduct of public officials and the financial disclosure requirements, if applicable to my position.

Signature:



Date: 11/09/23

Print Name: Patricia A. O'Neil

Return completed application to:

City Clerk's Office

150 NE 2nd Avenue, Deerfield Beach, FL 33441

Phone: 954-480-4213

Website: www.deerfield-beach.com

Fax: 954-480-4323

E-mail: web.clerk@deerfield-beach.com

PLEASE NOTE: Resumes/Additional information may be included; however, the application MUST be completed.



Affordable Housing Advisory Committee

Creating Authority:

Ordinance No. 2021/015 - (guidelines)

Method of Appointment:

Resolution 2022/160

Financial Disclosure:

None

Compensation:

None

Liaison:

Jonathan Salas, Director of Community Services
(954) 480-4464, jsalas@deerfield-beach.com

Meeting Dates:

At least once annually

Functions and Responsibilities:

That the powers and duties of this committee shall be as follows:

- 1) State legislative changes affecting the name, makeup and responsibility of the Ship Advisory Committee went into effect in 2008; and the changes reestablish the Advisory Committee as the Affordable Housing Advisory Committee; and
- 2) The Affordable Housing Committee shall tri-annually review the City's established policies, ordinances, land development regulations and comprehensive plan and recommend specific actions or initiatives to encourage or facilitate affordable housing.
- 3) The Affordable Housing Advisory Committee shall be made up of eleven (11) members as follows:
 - A. One citizen that is actively engaged in the residential home building industry in connection with affordable housing;
 - B. One citizen that is actively engaged in the banking or mortgage banking industry in connection with affordable housing;
 - C. One citizen who is a representative of those areas of labor actively engaged in home building in connection with affordable housing;

- D. One citizen who is actively engaged as an advocate for low income persons in connection with affordable housing;
 - E. One citizen who is actively engaged as a for profit provider of affordable housing;
 - F. One citizen who is actively engaged as a not-for-profit provider of affordable housing;
 - G. One citizen who is actively engaged as a real estate professional in connection with affordable housing;
 - H. One citizen who actively serves on the local planning agency;
 - I. One citizen who resides within the jurisdiction of the City of Deerfield Beach;
 - J. One citizen who represents employees within the jurisdiction;
 - K. One citizen who represents essential service personnel as defined in the local housing plan.
- Essential service personnel for the county or eligible municipality, including, but not limited to, teachers and educators, other school district, community college, and university employees, police and fire personnel, health care personnel, skilled building trades personnel, and other job categories.

Name	Address	Phone	Replaces	Resolution Number	Date Appointed	Term Expires
Michael Marion Essential Service	691 NW 48th Avenue Deerfield Beach, FL 33442	954-650-3170	NEW	2023/148	09/05/23	9/30/2024
Abner Clerveax Banking - Mortgage	2817 SW 15 th Street, Deerfield Beach, FL 33442	954-818-9241 (home) 954-783-8703 (cell)	SELF	2022/160	09/14/22	9/30/2024
Joseph Murray Non-profit provider	2353 Woodlands Way Deer Creek, Deerfield Beach, FL 33442	561-870-5744 (home) 561-297-2828 (cell)	NEW	2023/032	02/21/23	9/30/2024
Paula Cook Resident	62 Centennial Court Deerfield Beach, FL 33442	201-233-3064	NEW	2023/148	09/05/23	9/30/2024
Brian Bennett Planning Board Member	650 SW 14 th Place Deerfield Beach, FL 33441	954-274-9621	SELF	2022/160	09/14/22	9/30/2024
Betty Ferguson Low income Advocate	333 Newport V Deerfield Beach, FL 33442	407-361-5364	SELF	2022/160	09/14/22	9/30/2024

Name	Address	Phone	Replaces	Resolution Number	Date Appointed	Term Expires
VACANT Residential Builder			NEW			9/30/2024
VACANT For Profit Provider			NEW			9/30/2024
Carolyn McNamara Real Estate	2006 Woodlake Circle, Deerfield Beach, FL 33442	954-426-5205 (home) 954-415-1016 (cell)	SELF	2022/160	09/14/22	9/30/2024
Eric Power Employee Representative	11347 Little Bear Way, Boca Raton, FL 33428	954-504-5112	SELF	2022/160	09/14/22	9/30/2024
David Cherry Labor Representative	833 Siesta Key Drive, Apt. 824 Deerfield Beach, FL 33441	347-883-6852	SELF	2022/160	09/14/22	9/30/2024
Ben Preston Elected Official	640 SW 14 th Court Deerfield Beach, FL 33441	954-728-5886	SELF	2022/160	09/14/22	9/30/2024



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2023-1844

Agenda Date: 12/12/2023

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 Governmental Agency Order Publicly Accessible Website Agreement with Civic Plus, LLC, relating to the publication of legal notices on Broward County's designated website; authorizing the execution of the Agreement; and providing for an effective date. (Funds from Account #001-0305-513-39-21 - Advertising)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$7,000

Account Name: Advertising

Account Number: 001-0305-513-39-21

Background/History

During the 2022 legislative session, the Florida Legislature enacted House Bill 7049, which created Section 50.311, Florida Statutes. Effective January 1, 2023, Section 50.311, Florida Statutes, authorizes local government agencies to publish legal notices under specified conditions on a publicly accessible website, owned or designated by the applicable county, instead of in a print newspaper. On February 7, 2023, the City of Deerfield Beach ("City") Commission passed and adopted Resolution No. 2023/030, authorizing the City to enter into the form participation agreement with Broward County (the "Participation Agreement") for publication of legal notices on Broward County's designated publicly accessible website.

Broward County has entered into a website agreement with Civic Plus, LLC ("CivicPlus") for Civic Plus to host the County designated publicly accessible website for municipalities to utilize at their option for publication of legal notices pursuant to Section 50.0311, Florida Statutes. Pursuant to the Participation Agreement, the City will be solely responsible for payment of all fees and costs associated with its publications and use of the County designated website.

The costs are based on population and the City's cost for year 1 would be \$7,000 plus a one-time implementation fee of \$2,000, which is being waived. As such, the total year 1 cost is \$7,000. The annual rate will increase by 3% annually, beginning on the first anniversary of the effective date the municipality enters into the agreement and each anniversary thereafter. Additionally, there may be an additional cost to the City, should residents opt in to receive mailers in lieu of website posting or e-mail notification.

In order to use Civic Plus's County designated website for notice publication, the City is required to enter into the Governmental Order Civic Plus, LLC publicly accessible website agreement with Civic Plus.

Current Activity

The City currently uses Sun-Sentinel newspaper for advertisements and the costs have been as follows: FY20 - \$31,361.47; FY21 \$23,067.53; FY22 - \$26,039.46; and FY23 - \$25,899.86.

Recommendation

Approval is recommended.

RESOLUTION NO. 2023/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE GOVERNMENTAL AGENCY ORDER PUBLICLY ACCESSIBLE WEBSITE AGREEMENT WITH CIVIC PLUS, LLC, RELATING TO THE PUBLICATION OF LEGAL NOTICES ON BROWARD COUNTY'S DESIGNATED WEBSITE; AUTHORIZING THE EXECUTION OF THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, during the 2022 legislative session, the Florida Legislature enacted House Bill 7049, which created Section 50.311, Florida Statutes; and

WHEREAS, effective January 1, 2023, Section 50.311, Florida Statutes, authorizes local government agencies to publish legal notices under specified conditions on a publicly accessible website, owned or designated by the applicable county, instead of in a print newspaper; and

WHEREAS, on February 7, 2023, the City of Deerfield Beach ("City") City Commission passed and adopted Resolution 2023/030, authorizing the City to enter into the form participation agreement with Broward County for publication of legal notices on Broward County's designated publicly accessible website; and

WHEREAS, Broward County has entered into a website agreement with Civic Plus, LLC ("Civic Plus") for Civic Plus to host the County designated publicly accessible website for municipalities to utilize at their option for publication of legal notices pursuant to Section 50.0311, Florida Statutes; and

WHEREAS, in order to use the County designated website for notice publication, the City is required to enter into the Governmental Order Civic Plus, LLC publicly accessible website agreement with Civic Plus for a total fee amount of \$7,000.00, attached as Exhibit "A" (the "Agreement"); and

WHEREAS, the City Commission finds it is in the best interest of the City to approve and authorize execution of the Agreement with Civic Plus, 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 Agreement with Civic Plus, LLC, attached as Exhibit "A", for the services in a total fee amount of \$7,000.00.

Section 3. The City Manager is authorized to execute the Agreement with Civic Plus, LLC, 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 City Clerk is directed to provide the required annual newspaper publication, and any other public notices required, pursuant to Section 50.0311, Florida Statutes.

Section 5. The appropriate City officials are authorized to take all necessary steps to implement the aims of this Resolution.

Section 6. 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

Governmental Agency Order
Civic Plus, LLC Publicly Accessible Website Agreement

This Order is between Deerfield Beach (“Governmental Agency”) and Civic Plus, LLC (“Contractor” or “Civic Plus”) pursuant to Contractor’s Agreement with Broward County. Contractor affirms that the representations and warranties in the Agreement are true and correct as of the date this Order is executed by Contractor. In the event of any inconsistency between this Order and the Agreement, the provisions of the Agreement shall govern and control.

Services to be provided pursuant to this Order:

CivicOptimize software license to be used to publish Legal Notices in accordance with HB7049 and Broward County Interlocal Agreement
--

The time period for this Order, unless otherwise extended or terminated by either party, is as follows: 1 year from signature of this form.

The total fee for this Order is as follows: \$7,000 (“Total Fee”), which is based on the Rates set forth in Exhibit B of the Agreement. The Total Fee shall be invoiced upon complete execution of this Order.

Governmental Agency shall pay Contractor within thirty (30) days after receipt of Contractor’s proper invoice.

Additional Terms:

- a. **Form of Notice.** Governmental Agency shall comply with all applicable requirements, obligations, duties, and procedures set forth in Chapter 50, Florida Statutes (“Notice Requirements”), as may be amended from time to time, relating to any Publications published on the Website. Governmental Agency will be solely responsible for compliance with the Notice Requirements.
- b. **Sovereign Immunity.** Except to the extent sovereign immunity may be deemed waived by entering into this Order, nothing herein is intended to serve as a waiver of sovereign immunity by Governmental Agency nor shall anything included herein be construed as consent by Governmental Agency to be sued by a third party in any matter arising out of this Order.
- c. **Notices.** Any Notices shall be provided in accordance with the “Notices” section of the Agreement at the address for Contractor listed in the Agreement and the address for Governmental Agency listed in the Participation Agreement.
- d. **Public Records.** The provisions of Section 119.0701 are hereby incorporated as if fully set forth herein. Governmental Agency’s public records custodian is as follows:
_____.

Limitation of Liability.

a. CivicPlus' liability arising out of or related to this Order, will not exceed \$100,000, excluding any indemnification obligations set forth in Article 7 of the Agreement.

b. In no event will CivicPlus be liable to Governmental Agency for any consequential, indirect, special, incidental, or punitive damages arising out of or related to this Order.

c. The liabilities limited by Sections (a) and (b) above apply: (a) to liability for negligence; (b) regardless of the form of action, whether in contract, tort, strict product liability, or otherwise; (c) even if Governmental Agency is advised in advance of the possibility of the damages in question and even if such damages were foreseeable; and (d) even if Governmental Agency's remedies fail of their essential purposes. If applicable law limits the application of the provisions of this Limitation of Liability section, CivicPlus' liability will be limited to the maximum extent permissible.

Warranties and Disclaimer.

a. Each person signing this Order, represents and warrants that they are duly authorized and have legal capacity to execute and bind the respective party to the terms and conditions of this Order. Each party represents and warrants to the other that the execution and delivery of the Order and the performance of such Party's obligations thereunder have been duly authorized and that this Order is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

b. CivicPlus warrants that the Services will perform substantially in accordance with the Agreement, documentation, and marketing proposals, and free of any material defect. CivicPlus warrants to the Governmental Agency that, upon notice given to CivicPlus of any defect in design or fault or improper workmanship, CivicPlus will remedy any such defect. CivicPlus makes no warranty regarding, and will have no responsibility for, any claim arising out of: (i) a modification of the Services made by anyone other than CivicPlus, even in a situation where CivicPlus approves of such modification in writing; or (ii) use of the Services in combination with a third-party service, web hosting service, or server not authorized by CivicPlus.

c. EXCEPT FOR THE EXPRESS WARRANTIES IN THE AGREEMENT AND THIS ORDER, CIVICPLUS HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM A PRIOR COURSE OF DEALING.

d. EACH PROVISION OF THIS ORDER THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS ORDER BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY CIVICPLUS TO GOVERNMENTAL AGENCY AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS ORDER.

Ownership and Content Responsibility.

a. Intellectual Property in the software or other original works created by or licensed to CivicPlus, including all software source code, documents, and materials used in the Services ("CivicPlus Property") will remain the property of CivicPlus. CivicPlus Property specifically excludes content provided by the Governmental Agency ("Governmental Agency Content").

Governmental Agency shall not (i) license, sublicense, sell, resell, reproduce, transfer, assign, distribute or otherwise commercially exploit or make available to any third party any CivicPlus Property in any way, except as specifically provided in the applicable Order; (ii) adapt, alter, modify, or make derivative works based upon any CivicPlus Property; (iii) link to the CivicPlus Property software, including “framing” or “mirroring” any CivicPlus Property, in such a manner as to permit administrative access by third party entities other than Governmental Agency (Note: this does not preclude linking to the Website on any Governmental Agency website to permit public access to the Website); (iv) reverse engineer, decompile, disassemble, or otherwise attempt to obtain the software source code to all or any portion of the Services; or (v) access any CivicPlus Property in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions, or graphics of any CivicPlus Property, or (c) copy any ideas, features, functions, or graphics of any CivicPlus Property. The CivicPlus name, the CivicPlus logo, and the product and module names associated with any CivicPlus Property are trademarks of CivicPlus, and no right or license is granted to use them outside of the licenses set forth in this Order.

b. Provided Governmental Agency complies with the terms and conditions herein, CivicPlus hereby grants Governmental Agency a limited, nontransferable, nonexclusive, license to access and use the CivicPlus Property associated with any valid and effective Order, for the term of the respective Order.

c. All CivicPlus helpful information and user’s guides for the Services (“Documentation”) are maintained and updated electronically by CivicPlus and can be accessed through the CivicPlus “Help Center.” CivicPlus does not provide paper copies of its Documentation. Governmental Agency and its Users are granted a limited license to access Documentation, download, and copy the Documentation as needed. Governmental Agency shall not make derivatives of the Documentation.

d. CivicPlus in its sole discretion, may utilize all comments and suggestions, whether written or oral, furnished by Governmental Agency to CivicPlus in connection with its access to and use of the Services (all reports, comments and suggestions provided by Governmental Agency hereunder constitute, collectively, the “Feedback”). Governmental Agency hereby grants to CivicPlus a worldwide, non-exclusive, irrevocable, perpetual, royalty-free right and license to incorporate the Feedback in the CivicPlus products and services.

e. Upon completion of the Initial Implementation and go-live date, Governmental Agency will assume full responsibility for Governmental Agency Content maintenance and administration. Governmental Agency, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Governmental Agency Content. Governmental Agency hereby grants CivicPlus a worldwide, non-exclusive right and license to reproduce, distribute and display the Governmental Agency Content as necessary to provide the Services. Governmental Agency represents and warrants that Governmental Agency owns all Governmental Agency Content or that Governmental Agency has permission from the rightful owner to use each of the elements of Governmental Agency Content; and that Governmental Agency has all rights necessary for CivicPlus to use the Governmental Agency Content in connection with providing the Services.

f. At any time during the term of the applicable Order, Governmental Agency will have the ability to download the Governmental Agency Content and export the Governmental

Agency data through the Services. Governmental Agency may request CivicPlus to perform the export of Governmental Agency data and provide the Governmental Agency data to Governmental Agency in a commonly used format at any time, for a fee to be quoted at time of request and approved by Governmental Agency. Upon termination of the applicable Order for any reason, whether or not Governmental Agency has retrieved or requested the Governmental Agency data, CivicPlus reserves the right to permanently and definitively delete the Governmental Agency Content and Governmental Agency data held in the Services thirty (30) days following termination of the applicable Order. During the thirty (30) day period following termination of the Order, regardless of the reason for its termination, Governmental Agency will not have access to the Services.

Responsibilities of the Parties.

a. CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by Governmental Agency or any entity employed/contracted on the Governmental Agency's behalf.

b. Governmental Agency is responsible for all activity that occurs under Governmental Agency's accounts by or on behalf of Governmental Agency. Governmental Agency agrees to (a) be solely responsible for all designated and authorized individuals chosen by Governmental Agency ("User") activity, which must be in accordance with this Order; (b) be solely responsible for Governmental Agency content and data; (c) obtain and maintain during the term all necessary consents, agreements and approvals from end-users, individuals, or any other third parties for all actual or intended uses of information, data, or other content Governmental Agency will use in connection with the Services; (d) use commercially reasonable efforts to prevent unauthorized access to, or use of, any User's log-in information and the Services, and notify CivicPlus promptly of any known unauthorized access or use of the foregoing; and (e) use the Services only in accordance with applicable laws and regulations.

c. The Parties shall comply with all applicable local, state, and federal laws, treaties, regulations, and conventions in connection with its use and provision of any of the Services or CivicPlus Property.

d. CivicPlus shall not be responsible for any act or omission of any third-party vendor or service provider that Governmental Agency has selected to integrate any of its Services with.

e. Governmental Agency's use of the Services is subject to the Acceptable Use Policy set forth at <https://www.civicoptimize.civicplus.help/hc/en-us/articles/360046849654-Acceptable-Use-Policy>.

Data Security.

a. CivicPlus shall, at all times, comply with the terms and conditions of its Privacy Policy set forth at <https://www.civicplus.com/privacy-policy>. CivicPlus will maintain commercially reasonable administrative, physical, and technical safeguards designed to protect the security and confidentiality of Governmental Agency data. Except (a) in order to provide the Services; (b) to prevent or address service or technical problems in connection with support matters; (c) as expressly permitted in writing by Governmental Agency; or (d) in compliance with our Privacy Policy, CivicPlus will not modify Governmental Agency data or disclose Governmental Agency data, unless specifically directed by Governmental Agency or compelled by law.

Notwithstanding the foregoing, CivicPlus reserves the right to delete known malicious accounts without Governmental Agency authorization.

b. Governmental Agency acknowledges and agrees that CivicPlus utilizes third-party service providers to host and provide the Services and store Governmental Agency data and the protection of such data will be in accordance with such third party's safeguards for the protection and the security and confidentiality of Governmental Agency's data.

c. CivicPlus may offer Governmental Agency the ability to use third-party applications in combination with the Services. Any such third-party application will be subject to acceptance by Governmental Agency. In connection with any such third-party application agreed to by Governmental Agency, Governmental Agency acknowledges and agrees that CivicPlus may allow the third-party providers access to Governmental Agency data as required for the interoperation of such third-party application with the Services. The use of a third-party application with the Services may also require Governmental Agency to agree to a separate agreement or terms and conditions with the provider of the third-party application, which will govern Governmental Agency's use of such third-party application provided that in no event shall any such separate agreement modify or prevail over any conflicting term in this Agreement.

d. In the event of a security breach at the sole fault of the negligence, malicious actions, omissions, or misconduct of CivicPlus, CivicPlus, as the data custodian, will comply will all remediation efforts as required by applicable federal and state law.

(Signatures appear on the following page.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Order, effective as of the date the last party signs this Order.

GOVERNMENTAL AGENCY NAME

ATTEST:

By: _____
GOVERNMENTAL AGENCY NAME/TITLE

CITY CLERK

Print Name

_____ day of _____, 20____

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

City Attorney

Contractor

Signature

Print/Type Name

Title



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2023-2286

Agenda Date: 12/12/2023

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, appointing the Law Offices of John J. Hearn, P.A. as Code Enforcement Special Magistrate and Zoning Appeals Special Master in accordance with the provisions of the City of Deerfield Beach Code of Ordinances and Land Development Code; and providing for an effective date. (Funds from Account #001-3009-524-30-26 - Code Compliance/Code Enforcement/Special Magistrate & Account #001-1100-515-32-99 - Other Contractual Services)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: Rate of \$200.00 per hour

Account Name: Code Compliance/Code Enforcement/Special Magistrate

Account Number: 001-3009-524-30-26

Secondary Account Name: Other Contractual Services

Secondary Account Number: 001-1100-515-32-99

Background/History

The City Commission appoints special magistrates to hear code enforcement matters involving alleged violations of the City's Code of Ordinances. In addition, the City Commission appoints special masters to hear and decide appeals and certain requests for variances in accordance with the provisions of the City's Land Development Code.

Attorney Thomas J. Ansbro was appointed as both a special magistrate and special master. Recently, Mr. Ansbro was appointed as the City Attorney for the City of Fort Lauderdale and is no longer available to serve as the City's special magistrate or special master. Therefore, there is a need to fill both positions.

Current Activity

After due diligence to fill the special magistrate and special master positions, the City Attorney's Office is recommending appointing the Law Offices of John J. Hearn, P.A. to serve in both capacities and provide for either John J. Hearn, Esq. or Andrew Dunkiel, Esq. to attend the required hearings.

Recommendation

Approve appointment of the Law Offices of John J. Hearn, P.A. to serve as Special Magistrate and Special Master in accordance with the City's Code of Ordinances and Land Development Code.

RESOLUTION NO. 2023/

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
DEERFIELD BEACH, FLORIDA, APPOINTING THE LAW
OFFICES OF JOHN J. HEARN, P.A. AS CODE ENFORCEMENT
SPECIAL MAGISTRATE AND ZONING APPEALS SPECIAL
MASTER IN ACCORDANCE WITH THE PROVISIONS OF THE
CITY OF DEERFIELD BEACH CODE OF ORDINANCES AND
LAND DEVELOPMENT CODE; AND PROVIDING FOR AN
EFFECTIVE DATE**

WHEREAS, the City Commission appoints special magistrates to hear code enforcement matters involving alleged violations of the City of Deerfield Beach Code of Ordinances (the “City Code”); and

WHEREAS, the City wishes to provide for the services of a special magistrate to assure the availability of a special magistrate for code enforcement hearings; and

WHEREAS, the City wishes to provide for the services of a zoning appeals special master to assure the availability of a zoning appeals special master to hear and decide on requests for appeals and requests for variances (within the Zoning Appeals Special Master’s jurisdiction) in accordance with the provisions of the City Code and City Land Development Code; and

WHEREAS, the City Commission wishes to appoint the Law Offices of John J. Hearn, P.A., as Special Magistrate to provide for either John J. Hearn, Esq. or Andrew Dunkiel, Esq. to hear and decide violations of the City Code in accordance with the provisions of Chapter 2 of the City of Deerfield Beach Code of Ordinances, and as Zoning Appeals Special Master to hear and decide on requests for appeals and requests for variances (within the Zoning Appeals Special Master’s jurisdiction) in accordance with the provisions of the City Code and the City Land Development Code.

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 Law Offices of John J. Hearn, P.A. is hereby appointed to serve as Special Magistrate, to provide for either John J. Hearn or Andrew Dunkiel to hear code violations in accordance with the provisions of the City Code at the rate of \$200.00 per hour.

Section 3. The Law Offices of John J. Hearn, P.A. is hereby appointed to serve as Zoning Appeals Special Master, to provide for either John J. Hearn or Andrew Dunkiel to hear and decide on requests for appeals and requests for variances (within the Zoning Appeals Special

Master's jurisdiction) in accordance with the provisions of the City Code and the City Land Development Code at the rate of \$200.00 per hour.

Section 4. This Resolution shall be effective immediately upon its adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2023.

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

BAR ADMISSIONS

Florida Bar, 1989

Federal District Court, Southern District of Florida, 1990

EXPERIENCE

The Law Offices of John J. Hearn, P.A.

February 2004 - Present

Principal and managing partner. Have served as City Attorney for the City of Doral (2004-2009) and Village of Biscayne Park (1999-2019). Serve the City of Pembroke Pines, City of Doral, and other municipalities in capacity of Police Legal Advisor and Assistant City Attorney.

City Attorney – City of Coral Springs (December, 2010 – present)

Deputy City Attorney (November 2001 – December, 2010)

Asst. City Attorney/Less Prevention & Litigation Supervisor (March 1993–November 2001)

Provide effective and timely legal representation and advice to the City Commission and City Administration. Represent the City in legal controversies. Committed to implementing the City Commission's policy of minimizing exposures and potential liability. Provide legal advice to the City Commission, City Manager, all City Departments, Boards and Committees. Involved in all planning and zoning real estate use issues concerning the City. Prepare and review contracts, leases, ordinances and other legal documents. Represent City in litigation, including real estate litigation, arbitration, EEOC and appellate matters. Direct and supervise risk management activities from insurance procurement to planning general reserve budget related to all workers' compensation, notice of claims, and litigation files. Responsible for developing and updating all administrative policies. Serve as Police Legal Advisor.

Independent Contractor

January 2000 - February 2004

Independent contractor providing legal advice to local municipalities, including City of Lighthouse Point and City of Pembroke Pines, serve as attorney on various Planning and Zoning Boards and Boards of Adjustment, and Economic Development Boards.

Associate Attorney - Valdes-Fauli, Cobb, Petrey & Bischoff - Miami, Florida

September 1989 - March 1993

Engaged in all facets of civil litigation practice including labor matters. Handled hearings, depositions and lead counsel in civil trials representing national and international corporations.

EDUCATION

The George Washington University, Washington, D.C.

Juris Doctor, May 1989

Member, The George Washington Law Review

Publications: D.C. Circuit Chapter, The Demise of the Fairness Doctrine
Vol. 56, No. 4 The George Washington Law Review

University of Notre Dame, Notre Dame, Indiana

Bachelor of Arts: Program of Liberal Studies, 1986

References Available Upon Request

¹ Rated AV-1 Preeminent for over 20 years by Martindale-Hubbell



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2023-2285

Agenda Date: 12/12/2023

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 and adopting the National Institute of Standards and Technology's Cybersecurity Framework as the City's Cybersecurity Standards pursuant to Section 282.3185, Florida Statutes; 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

Section 282.3185(4), Florida Statutes requires municipalities with a population of 25,000 or more to adopt a cybersecurity standard by January 1, 2024. The statute states that "Each local government shall adopt cybersecurity standards that safeguard its data, information technology, and information technology resources to ensure availability, confidentiality, and integrity. The cybersecurity standards must be consistent with generally accepted best practices for cybersecurity, including the National Institute of Standards and Technology Cybersecurity Framework," This item is to formally comply with this mandate.

Current Activity

Currently, we use the Information Technology Infrastructure Library (ITIL) Framework, which is more for providing services instead of cybersecurity safety.

The state wants to ensure that entities use a framework with a strong cybersecurity baseline. They recommend using NIST Cybersecurity Framework and we are complying with their recommendation. This framework uses cybersecurity safety as its baseline.

Recommendation

Approve the recommendation from the Information Technology and Services Department of the City of Deerfield Beach, Florida, which has selected the National Institute of Standards and Technology's Cybersecurity Framework as a baseline cybersecurity standard to which all cybersecurity policies of the City of Deerfield Beach, Florida, will adhere.

RESOLUTION NO. 2023/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING AND ADOPTING THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY'S CYBERSECURITY FRAMEWORK AS THE CITY'S CYBERSECURITY STANDARDS PURSUANT TO SECTION 282.3185, FLORIDA STATUTES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 282.3185, Florida Statutes entitled the "Local Government Cybersecurity Act" (the "Act") sets forth cybersecurity guidelines and requirements for local governments; and

WHEREAS, pursuant to the Act, local governments with populations of 25,000 or more, such as the City of Deerfield Beach (the "City"), must adopt cybersecurity standards by January 1, 2024; and

WHEREAS, the Act requires that the City adopt "cybersecurity standards that safeguard its data, information technology, and information technology resources to ensure availability, confidentiality, and integrity"; and

WHEREAS, in accordance with the Act, such standards "must be consistent with generally accepted best practices for cybersecurity, including the National Institute of Standards and Technology Cybersecurity Framework"; and

WHEREAS, upon adoption of this Resolution, the City shall notify the Florida Digital Service of its compliance with the Act's requirements; and

WHEREAS, the Information and Technology and Services Department (the "Department") recommends that the City adopt the National Institute of Standards and Technology's Cybersecurity Framework as the City's guiding cybersecurity standards for all cybersecurity policies adopted by the City, and the Department has prepared the City's cybersecurity standards and policies in accordance with the NIST framework; and

WHEREAS, consistent with the Act, the Department may further utilize any standards, guidelines and best practices from within any generally accepted cybersecurity standard to establish cybersecurity policies for the City, providing such policies are as stringent or more stringent or more stringent than those provided by the National Institute of Standards and Technology's Cybersecurity Framework; and

WHEREAS, the City Commission finds and declares that the adoption of this Resolution is in the public interest of the citizens of the City of Deerfield Beach.

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 and adopts the National Institute of Standards and Technology Cybersecurity Framework as the City’s cybersecurity standards to be included in the City’s cybersecurity policies in accordance with Section 282.3185, Florida Statutes.

Section 3. Upon adoption and execution of this Resolution, the City Clerk and the Department shall provide the Florida Digital Service a copy of this Resolution for notification purposes in accordance with Section 282.3185, Florida Statutes.

Section 4. 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

NIST Cyber Security Framework

Identify

Asset Management

Business Environment

Governance

Risk Assessment

Risk Management Strategy

Protect

Access Control

Awareness and Training

Data Security

Info Protection Processes and Procedures

Maintenance

Protective Technology

Detect

Anomalies and Events

Security Continuous Monitoring

Detection Processes

Respond

Response Planning

Communications

Analysis

Mitigation

Improvements

Recover

Recovery Planning

Improvements

Communications



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2023-2197

Agenda Date: 12/12/2023

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 award of a Community Participation Grant to DPR Youth Enrichment Association for Academics & Athletics, Inc. in the amount of \$45,000.00 to support the Packer Rattlers Youth Football, Cheerleading, and Academic Support Programs; providing for execution, severability, conflicts, and an effective date. (Funds from Account #001-7025-572-39-14 - Athletic Program Supplement)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Approval requires a 3/5 vote of the City Commission for adoption

Fiscal Impact

Costs: \$45,000

Account Name: Athletic Program Supplement

Account Number: 001-7025-572-39-14

Background/History

DPR Youth Enrichment Association for Academics and Athletics, Inc., (the "Packer Rattlers") is a Florida not-for-profit corporation that provides youth football, cheerleading and academic support programs for youth ages 4 to 14 years old (the "Youth Programs"). For the 2024 football/cheerleading season, the Packer Rattlers are requesting funding to support the Youth Programs within the City. The City provided funding support to the Packer Rattlers in the amount of \$35,000 for 2023. During the 2023 season, the Packer Rattlers utilized the City-owned and operated Oveta McKeithen Recreational Complex, which was suitable for use by them for their Youth Programs.

Current Activity

The Packer Rattlers have requested the use of the Oveta McKeithen Recreational Complex to conduct their Youth Programs for the 2024-2025 season, within the City of Deerfield Beach (the "Facility Use"). The Packer Rattlers submitted a grant application and budget proposal to the City requesting renewal of their facility use agreement and funding for the 2024-2025 season. Their funding request for the upcoming season is \$45,000, which is increased to cover the outstanding invoices from the FY23 season. Their 2023 grant did not cover all the expenses that Packer Rattlers incurred, leaving roughly \$10,651.00 in outstanding invoices with the anticipation of two additional invoices that have not been received yet. The Packer Rattlers do not have the funding to cover the outstanding amount. A new Agreement renewal has been prepared for the 2024-2025 season, with minor adjustments made from last year's agreement for the funding increase. The conditions of the grant include a certificate of IRS W-9, Certificate of Insurance, proposed itemized budget, board of directors, article of incorporation, and entity name.

Recommendation

City staff recommends approving the Facility Use, \$45,000 in supplemental funding to the Packer Rattlers to support the Youth Programs, and approving and authorizing execution of the renewal of the Facility Use and Grant Agreement with the Packer Rattlers to support the Youth Programs within the City.

RESOLUTION NO. 2023/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE AWARD OF A COMMUNITY PARTICIPATION GRANT TO DPR YOUTH ENRICHMENT ASSOCIATION FOR ACADEMICS & ATHLETICS, INC. IN THE AMOUNT OF \$45,000.00 TO SUPPORT THE PACKER RATTTLERS YOUTH FOOTBALL, CHEERLEADING, AND ACADEMIC SUPPORT PROGRAMS; PROVIDING FOR EXECUTION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE

WHEREAS, DPR Youth Enrichment Association for Academics and Athletics, Inc. (the “Packer Rattlers”), is a Florida not-for-profit corporation that provides youth football, cheerleading, and academic support programs for youth ages 4 to 14 years old (the “Youth Programs”); and

WHEREAS, the Packer Rattlers use City facilities, including the Oveta McKeithen Recreational Complex, for its Youth Programs, pursuant to the Facility Use and Grant Agreement executed on April 25, 2023 (the “Agreement”); and

WHEREAS, the Agreement authorizes the City Manager to extend the term of the Agreement for up to two additional one-year terms concluding December 30, 2024 and December 20, 2025 respectively, prior to the end of the then existing term upon mutual written agreement of the parties, and the Packer Rattlers have requested renewal of the Agreement; and

WHEREAS, the Packer Rattlers have submitted a grant application and budget proposal to the City and have requested funding to support the Youth Programs within the City in the amount of \$45,000.00, which approximately \$10,651.00 of the funding request will be utilized by Packer Rattlers to cover outstanding invoices from the Fiscal Year 2023 season; and

WHEREAS, the Fiscal Year 2023 grant of \$35,000.00 did not cover all of the Packer Rattlers expenses that were incurred during the Fiscal Year 2023 season; and

WHEREAS, City staff recommends approving a \$45,000 grant to the Packer Rattlers, subject to the terms and conditions of the Agreement, to support the Youth Programs within the City; and

WHEREAS, the City Commission finds that it is in the best interest of the City to approve a \$45,000 grant to the Packer Rattlers to support the Youth Programs in the City for the 2024 season (the “Youth Sports Grant”), with \$10,651.00 of the funding allocated to the outstanding Fiscal Year 2023 invoice expenses.

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 finds that the Youth Sports Grant to the Packer Rattlers for \$45,000 to support the Youth Programs, subject to the terms and conditions of the Agreement, serves the public interests of the citizens of the City and is hereby approved.

Section 3. The appropriate City officials are authorized to do all things necessary to carry out the aims of this Resolution, including renewing the Agreement for the 2024 Youth Programs seasons.

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

Section 5. Should any section, provision or word of this Resolution be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereof other than the part declared to be invalid.

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2023.

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK



City of Deerfield Beach Community Participation Grant Application

The Community Participation budget includes all expenditures made by the City of Deerfield Beach to charitable organizations.

The request for funding shall be considered by the City Commission during the budget approval process. Funds are not approved until the fiscal year budget has been approved. In order to be eligible for a grant, the application must be completed in its entirety and submitted with the required documents. Funding is contingent upon the execution of a binding commitment incorporating the grant conditions. Funding does not renew each fiscal year and the grant application must be submitted each year for consideration. Additional requirements may be imposed at the City's discretion based on the usage of funds.

Requests in excess of \$10,000 will follow the guidelines as established in Resolution #2009/163 and must include, but not be limited to:

1. ☐ Updated copy of IRS W-9 Form
2. ☐ Copy of Tax Returns for the 3 most recent years
3. ☐ Proposed itemized budget
4. ☐ List of Board of Directors
5. ☐ Articles of Incorporation

6. ☐ Entity/Organization Name: DPR Youth Enrichment Assoc for Academics & Athletics (Deerfield Packer Rattlers) _____

At the option of the City Commission, an audited financial statement together with an audit opinion for the most recent fiscal year or, for agencies without an audited financial opinion, an unaudited financial statement together with a certified statement from the agency's President and Treasurer

Please submit the completed application and required backup material to web.citymgr@deerfield-beach.

Hardcopies may be submitted to:
City Manager's Office
150 NE 2 Avenue
Deerfield Beach, FL 33441
Attention: Community Participation

Entity/Organization: Deerfield Packer Rattlers Date: 10/12/2023

Submitter's Name: Tyrone Philpart

Address: P.O. Box 1146, Deerfield Beach, FL 33443-1146

Phone Number: 954-675-3657 Fax Number: _____

Email Address: tlphilpart@gmail.com

Federal Tax I.D.#: 47-4415624 Amount of Funding requested: \$45,000

(\$35K prior grant amount plus additional \$10K for external bus expense due to city driver shortage)

List Board of Directors.

President: Tyrone Philpart
Vice-President: Theodore Riley
Treasurer: Belita Griffin
Secretary: Courtney Shannon
Director of Football Operations: Jamal Duncan
Director of Cheer Operations: Marilyn Strowbridge
Director: John Slattery
Director: Precious Johnson

What is the primary purpose of the organization

DPR Youth Enrichment Association for Academic & Athletics, Incorporated is a registered not-for-profit Corporation in the State of Florida. The programs and activities provided by DPR Youth Enrichment Association for Academic & Athletics, Incorporated are designed to build self-esteem, confidence, social harmony, independent thinking, and self-discipline while improving overall health. The Association sponsors youth football, cheerleading, and academic support programs for youth from ages 4 to 14

Give a detailed description of the services and /or goods to be requested with the Grant Funds.

The youth football and cheer program, educational component, and special events will be offered each age group. This will include football games, football tournaments, cheer competitions,

athletic skill development clinics, educational support programs, leadership development, coaches clinics, etc. The football and cheer programs are projected to serve a minimum of 400 youth participants each year.

Give a description of the needs in the community, which would be served by the above described services/goods.

The Association sponsors youth football, cheer leading, and academic support programs for youth from ages 4 to 14. The major programming will revolve around the sports youth football games, football tournaments, cheer and cheer competitions. In addition, we will provide athletic skill develop clinics, educational support programs, leadership development, etc. Our youth activities and special events are designed to build self-esteem, confidence, social harmony, independent thinking, self-discipline, and community pride, while improving overall health

Provide an itemized budget (Exhibit 1- Budget Sheet)

Please see FY 2024 Budget document attached

I certify that the statements and documents submitted herein are true and the funds requested adhere to the Community Participation grant guidelines.

Tyrone Philpart

Print Name/Title

Tyrone Philpart

Signature

10/12/2023

Date



DPR YOUTH ENRICHMENT ASSOCIATION FOR
ACADEMICS & ATHLETICS, INC

FY 2024 Budget

DPR YOUTH ENRICHMENT ASSOCIATION FOR ACADEMICS & ATHLETICS, INC

Florida Not for Profit Corporation

Document Number

N15000006332

FEI/EIN Number

47-4415624

Date Filed

06/25/2015

Effective Date

06/24/2015

PROGRAM NARRATIVE

DPR Youth Enrichment Association for Academic & Athletics, Incorporated (DPR) is registered Not-For-Profit Corporation in the State of Florida. The programs and activities provided by DPR are designed to build self-esteem, confidence, social harmony, independent thinking, and self-discipline while improving overall health. DPR sponsors youth football, cheerleading, and academic support programs for youth ages 5 to 14. The "Deerfield Packer Rattler" youth program, educational activities, and special events include football, cheer, athletic skills develop clinics, educational support programs, leadership development, and mentoring. The football and cheer programs are projected to serve a minimum of 400 youth participants each year.

Administration and Planning: Board of Directors for DPR Youth Enrichment Association for Academic & Athletics, Incorporated (The Board) directs and supervises all programs and activities for the organization. The Board is responsible to oversee the planning, development, and maintenance of all programs. The Board is also responsible for planning and conducting a wide variety of programming, educational activities, and special events which enhance the quality of life for the youth in the city of Deerfield Beach. The organization has partnered with Deerfield Beach Community Cares to launch a youth development and leadership academy that is geared toward supporting the educational and mental health needs of the youth in our Deerfield Beach community.

Goals and Objectives:**Goal 1: *Develop and Offer an Innovative Youth Football and Cheer Program.***

Provide innovative youth programming in the following areas: football games, football tournaments, cheer competitions, athletic skill develop clinics, and educational support programs to meet the diverse needs of our community.

Goal 2: *Foster Growth and Development of Deerfield Beach Youth.*

Create mentor/mentee relationships with youth, using football and cheer to promote the values of teamwork, leadership, community, and education.

Goal 3: *Solicit Feedback from Parents, Volunteers, and Staff.*

Create mentor/mentee relationships with youth, using football and cheer to promote the values of teamwork, community, and education.

Key Performance Indicators:

1. Annual retention rates.
2. Student academic improvement.
3. Participant surveys and family engagement initiatives.

FY 2024 Budget Outline

DPR Youth Enrichment Association's Operations Budget Request for 2024

Vice President & Fields	Budgeted Expense	Actual Expense	Budgeted Income	Actual Income
League Dues & Insurance	\$4,800.00			
Qwikcuts (Mandated by League)	\$4800.00			
End of Year Banquet	\$5,000.00			
Total VP & Fields	\$14,600.00		\$0.00	
Secretary	Budgeted Expense	Actual Expense	Budgeted Income	Actual Income
Office Supplies	\$250.00			
Team Travel to Away Games	\$7,000.00			
Security/Details	\$8,000.00			
Referees	\$11,525.00			
Total Secretary	\$26,775.00		\$0.00	
Treasurer / Recorder Keeper	Budgeted Expense	Actual Expense	Budgeted Income	Actual Income
Annual Report Filing Fee	\$70.00			
Post Office Box	\$154.00			
Postage	\$50.00			
Filing Fees	\$500.00			
Tax Prep				
Miscellaneous	\$250.00			
Total Treasurer	\$1024.00		\$0.00	
Cheer	Budgeted Expense	Actual Expense	Budgeted Income	Actual Income
Coaches Certifications	\$630.00			
Background Checks	\$0.00			
Coaches Shirts	\$400.00			
Cheerleading Competitions & Travel	\$6,000.00			
Cheer Uniforms	\$5,600.00			
Total Cheer	\$12,630.00		\$0.00	
Football	Budgeted Expense	Actual Expense	Budgeted Income	Actual Income
Coaches Shirts	\$600.00			
Equipment	\$1,600.00			
Coaches Clinic	\$2,000.00			
Coaching Certifications (League Required)	\$200.00			
Football Equipment/Uniforms				
Game Jerseys & Pants	\$11,000.00			
Practice Jerseys & Pants	\$5,000.00			
Shoulder Pads	\$2,500.00			
Helmets	\$4,000.00			
Essentials (Balls, Coolers, etc.)	\$1,300.00			
Helmet Reconditioning	\$1,200.00			
Storage Facility				
Total Football	\$29,400.00		\$0.00	
Registration	Budgeted Expense	Actual Expense	Budgeted Income	Actual Income
Football & Cheer Registration			\$18,750.00	
Total Registration			\$18,750.00	
Fundraising	Budgeted Expense	Actual Expense	Budgeted Income	Actual Income
Sponsorships			\$15,000.00	
Website	\$250.00			
Concessions	\$2,400.00		\$6,000.00	
Total Fundraising	\$2,650.00		\$21,000.00	
Total Budget	\$87,079.00		\$39,750.00	
Total P & L Per Budget + (-)				(\$47,329.00)
Total P & L Actual + (-)				

Electronic Articles of Incorporation For

N15000006332
FILED
June 25, 2015
Sec. Of State
tchang

DPR YOUTH ENRICHMENT ASSOCIATION FOR ACADEMICS &
ATHLETICS, INC

The undersigned incorporator, for the purpose of forming a Florida not-for-profit corporation, hereby adopts the following Articles of Incorporation:

Article I

The name of the corporation is:

DPR YOUTH ENRICHMENT ASSOCIATION FOR ACADEMICS &
ATHLETICS, INC

Article II

The principal place of business address:

228 SW 5TH COURT
DEERFIELD BEACH, FL. 33441

The mailing address of the corporation is:

228 SW 5TH COURT
DEERFIELD BEACH, FL. 33441

Article III

The specific purpose for which this corporation is organized is:

TO PROVIDE A PROGRAM THAT FOCUSES ON THE COMMUNITY TO
ENRICH THE YOUTH WITH SKILLS IN THE AREAS OF ACADEMICS
AND ATHLETICS

Article IV

The manner in which directors are elected or appointed is:

AS PROVIDED FOR IN THE BYLAWS.

Article V

The name and Florida street address of the registered agent is:

ALEX E BENEFIELD
261 SW 11TH ST
DEERFIELD BEACH, FL. 33441

I certify that I am familiar with and accept the responsibilities of
registered agent.

Registered Agent Signature: ALEX BENEFIELD

Article VI

The name and address of the incorporator is:

JOANN SMITH-DUNCAN
261 NW 7TH STREET

DEERFIELD BEACH, FL 33441

Electronic Signature of Incorporator: JOANN SMITH-DUNCAN

I am the incorporator submitting these Articles of Incorporation and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of this corporation and every year thereafter to maintain "active" status.

Article VII

The initial officer(s) and/or director(s) of the corporation is/are:

Title: P
ALEX BENEFIELD
261 SW 11TH STREET
DEERFIELD BEACH, FL. 33441

Title: VP
CHRISTOPHER SMITH
228 SW 5TH COURT
DEERFIELD BEACH, FL. 33441

Title: T
JOANN DUNCAN
261 NW 7TH COURT
DEERFIELD BEACH, FL. 33441

Title: S
PRECIOUS JOHNSON
P.O. BOX 100917
FORT LAUDERDALE, FL. 33310

Article VIII

The effective date for this corporation shall be:

06/24/2015

2023 FLORIDA NOT FOR PROFIT CORPORATION AMENDED ANNUAL REPORT

DOCUMENT# N15000006332

Entity Name: DPR YOUTH ENRICHMENT ASSOCIATION FOR ACADEMICS & ATHLETICS, INC

Current Principal Place of Business:

523 NW 3RD WAY
DEERFIELD BEACH, FL 33441

Current Mailing Address:

P.O. BOX 694
DEERFIELD BEACH, FL 33443 US

FEI Number: 47-4415624

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

PHILPART, TYRONE
523 NW 3RD WAY
DEERFIELD BEACH, FL 33441 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: TYRONE PHILPART

02/19/2023

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title PRESIDENT
Name PHILPART, TYRONE
Address 523 NW 3RD WAY
City-State-Zip: DEERFIELD BEACH FL 33441

Title VP
Name RILEY, THEODORE
Address 523 NW 3RD WAY
City-State-Zip: DEERFIELD BEACH FL 33441

Title TREASURER
Name GRIFFIN, BELITA
Address 523 NW 3RD WAY
City-State-Zip: DEERFIELD BEACH FL 33441

Title SECRETARY
Name SHANNON, COURTNEY
Address 523 NW 3RD WAY
City-State-Zip: DEERFIELD BEACH FL 33441

Title DIRECTOR OF FOOTBALL
 OPERATIONS
Name DUNCAN, JAMAL
Address 523 NW 3RD WAY
City-State-Zip: DEERFIELD BEACH FL 33441

Title DIRECTOR OF CHEER OPERATIONS
Name STROWBRIDGE, MERILYN
Address 523 NW 3RD WAY
City-State-Zip: DEERFIELD BEACH FL 33441

Title DIRECTOR
Name SLATTERY, JOHN
Address 523 NW 3RD WAY
City-State-Zip: DEERFIELD BEACH FL 33441

Title DIRECTOR
Name JOHNSON, PRECIOUS
Address 523 NW 3RD WAY
City-State-Zip: DEERFIELD BEACH FL 33441

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 617, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: THEODORE RILEY

VICE PRESIDENT

02/19/2023

Electronic Signature of Signing Officer/Director Detail

Date

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date:

FEB 04 2015

DPR YOUTH ENRICHMENT ASSOCIATION
FOR ACADEMICS AND ATHLETICS
C/O DPR
228 SW 5TH CT
DEERFIELD BEACH, FL 33441

Employer Identification Number:
47-4415624

DLN:

17053344308005

Contact Person:

KAREN CHAO

ID# 31003

Contact Telephone Number:

(877) 829-5500

Accounting Period Ending:

December 31

Public Charity Status:

170(b)(1)(A)(vi)

Form 990/990-EZ/990-N Required:

Yes

Effective Date of Exemption:

June 24, 2015

Contribution Deductibility:

Yes

Addendum Applies:

No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Letter 947

DPR YOUTH ENRICHMENT ASSOCIATION

Sincerely,

A handwritten signature in dark ink, appearing to read 'Jeffrey I. Cooper', with a stylized flourish at the end.

Jeffrey I. Cooper
Director, Exempt Organizations
Rulings and Agreements

Letter 947

DPR YOUTH ENRICHMENT ASSOCIATION FOR ACADEMICA & ATHLETICS

EIN: 47-4415624 | Deerfield Beach, Florida, United States

Other Names

DPR YOUTH ENRICHMENT ASSOCIATION FO

Form 990-N (e-Postcard)

Organizations who have filed a 990-N (e-Postcard) annual electronic notice. Most small organizations that receive less than \$50,000 fall into this category.

Tax Year 2022 Form 990-N (e-Postcard)

Tax Period: 2022 (01/01/2022-12/31/2022)	Mailing Address: 523 NW 3rd Way Deerfield Beach, FL 33441 United States	Gross receipts not greater than: \$50,000
EIN: 47-4415624	Principal Officer's Name and Address: Tyrone Philpart 5808 Australian Pine Dr Tamarac, FL 33319 United States	Organization has terminated: No
Organization Name (Doing Business as): DPR YOUTH ENRICHMENT ASSOCIATION FOR ACADEMICA & ATHLETICS		Website URL: Deerfield Packer Rattlers

Tax Year 2021 Form 990-N (e-Postcard)

Tax Period: 2021 (01/01/2021-12/31/2021)	Mailing Address: 523 NW 3rd Way Deerfield Beach, FL 33441 United States	Gross receipts not greater than: \$50,000
EIN:		

47-4415624

Organization Name (Doing Business as):
DPR YOUTH ENRICHMENT ASSOCIATION FOR
ACADEMICA & ATHLETICS

**Principal Officer's Name
and Address:**

Tyrone Philpart
523 NW 3rd Way
Deerfield Beach, FL 33441
United States

**Organization has
terminated:**

No

Website URL:
support@dprattlers.com

Tax Year 2020 Form 990-N (e-Postcard)

Tax Period:
2020 (01/01/2020-12/31/2020)

EIN:
47-4415624

Organization Name (Doing Business as):
DPR YOUTH ENRICHMENT ASSOCIATION FOR
ACADEMICA & ATHLETICS

Mailing Address:
523 NW 3rd Way
Deerfield Beach, FL 33441
United States

**Principal Officer's Name
and Address:**

Tyrone Philpart
5808 AUSTRALIAN PINE
DRIVE
TAMARAC, FL 33319
United States

**Gross receipts not
greater than:**
\$50,000

**Organization has
terminated:**
No

Website URL:

Tax Year 2018 Form 990-N (e-Postcard)

Tax Period:
2018 (01/01/2018-12/31/2018)

EIN:
47-4415624

**Organization Name (Doing
Business as):**
DPR YOUTH ENRICHMENT
ASSOCIATION FO

Mailing Address:
PO BOX 603
Deerfield Beach, FL 33443
United States

**Principal Officer's Name and
Address:**

ALEX BENEFIELD
261 SW 11TH STREET
Deerfield Beach, FL 33441
United States

**Gross receipts not greater
than:**
\$50,000

**Organization has
terminated:**
No

Website URL:



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2023-2247

Agenda Date: 12/12/2023

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, accepting right-of-way dedications for seven properties, as set forth on Exhibits "A" through "G", as part of the Habitat for Humanity Development Project; 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

Habitat for Humanity intends to construct seven new homes located at 174 SW 4 Street, 610 NE 40 Street, 2 NE 4 Court, 321 North Deerfield Avenue, 21 NE 5 Street, 40 NE 4 Court, and 464 North Deerfield Avenue. The city maintains these local roadways. No rights of way records were found to properly document ownership. As part of the development review, the City requested the proper dedication of road right of way consistent with Section 98-19 of the Land Development Code for local roadways with street widths of 60 feet.

Current Activity

The developer has prepared the appropriate legal descriptions and sketches to accompany conveyance of rights of way consistent with Section 98-19 for local roadways for properties to be developed at 174 SW 4 Street, 610 NE 40 Street, 2 NE 4 Court, 321 North Deerfield Avenue, 21 NE 5 Street, 40 NE 4 Court, and 464 North Deerfield Avenue. The appropriate dedication of rights of way will be recorded and properly reflected by the property appraiser to enable the city to continue maintenance of this roadway in perpetuity.

Recommendation

It is recommended the City Commission of the City of Deerfield Beach, Florida, accept certain roadway rights of way associated with homes being built by Habitat for Humanity.

RESOLUTION NO. 2023/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, ACCEPTING RIGHT-OF-WAY DEDICATIONS FOR SEVEN PROPERTIES, AS SET FORTH ON EXHIBITS “A” THROUGH “G”, AS PART OF THE HABITAT FOR HUMANITY DEVELOPMENT PROJECT; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, Habitat for Humanity intends to construct seven new homes located at 174 SW 4th Street, 610 NE 40th Street, 2 NE 4th Court, 321 North Deerfield Avenue, 21 NE 5th Street, 40 NE 4th Court and 464 North Deerfield Avenue (the “Properties”); and

WHEREAS, in reviewing the proposed development of the Properties staff determined that although the City was maintaining the local roadways consisting of the rights-of-way there has not been an established dedication of such rights-of-way to the City; and

WHEREAS, Section 98-19(31) of the City’s Land Development Code requires right-of-way dedications as follows: “All developments which contain property designated by the Broward County Trafficways Plan and the delineated trafficways plan approved by the county commission, pursuant to the Broward County Land Development Code, shall be conveyed to the public by dedication on the face of any plat, or by warranty or easement deed, if the development permit is not a plat or if such instruments are found acceptable by the city attorney for the City of Deerfield Beach.”; and

WHEREAS, in accordance with Section 98-19(31) of the Land Development Code and as part of the development review process, the City requested that the proper dedication of rights-of-way connected to the Properties be provided; and

WHEREAS, Habitat for Humanity has provided the City with sketches and legal descriptions for each of the Properties, as described and depicted in the attached Exhibits “A” through “G” (collectively, the “ROW Dedications”), which depict both the 20’ right-of-way and 10’ foot right-of-way dedications for each property; and

WHEREAS, in order to ensure the dedication of the rights-of way to the City, it is necessary for the City to accept the ROW Dedications, as described and depicted in the attached Exhibits “A” through “G” documents, which will be recorded in the Public Records of Broward County; and

WHEREAS, the City Commission finds that accepting the ROW Dedications depicted on Exhibits “A” through “G” serves a municipal purpose and is in the best interest and welfare of the residents of the City.

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

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

Section 2. The City Commission hereby accepts the ROW Dedications, as described and depicted in the attached Exhibits “A” through “G”.

Section 3. The appropriate City officials are hereby authorized and directed to record the necessary documents and to take all actions necessary to effectuate the purpose and intent of this Resolution.

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

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

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2023.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
2 NE 4 COURT, DEERFIELD BEACH FL.



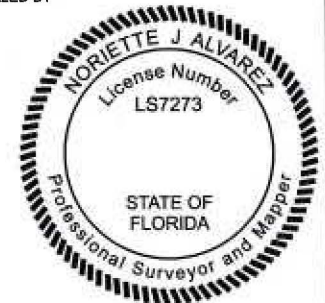
LOCATION MAP
(NOT TO SCALE)



SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" WAS PREPARED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE FOR SURVEYING AND MAPPING AS SET FORTH BY THE STATE OF FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED BY



Digitally signed by Noriette J Alvarez
DN: c=US, o=Florida,
dnQualifier=A01410D00000186E742D8D900
0179C1, cn=Noriette J Alvarez
Date: 2023.12.04 13:08:50 -05'00'

Noriette J Alvarez

ON THE DATE ADJACENT TO THE SEAL

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

THIS IS NOT A SURVEY

HSQ GROUP
1001 YAMATO ROAD SUITE: 105
BOCA RATON, FLORIDA 33431
TEL 561-392-0221
STATE OF FLORIDA DEPARTMENT OF AGRICULTURE
CERTIFICATE OF AUTHORIZATION LB-7924

THIS IS NOT A SURVEY

SURVEYOR'S NOTES:

1. THIS PARCEL LIES IN SECTION 31, TOWNSHIP 47 SOUTH, RANGE 43 EAST, BROWARD COUNTY, FLORIDA.
2. BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE W 1/2, OF THE NE 1/4, SW 1/4, SW 1/4, OF SECTION 31, TOWNSHIP 47 S, RANGE 43 E, HAVING A BEARING OF N 00°54'32" W.
3. ALL EASEMENTS SHOWN HEREON ARE PER THE RECORD PLAT(S) UNLESS OTHERWISE INDICATED.
4. THIS SKETCH AND LEGAL DESCRIPTION ARE VALID ONLY WHEN ALL SHEETS ARE COMBINED, FORMING THE COMPLETE DOCUMENT.
5. LANDS SHOWN HEREON HAVE NOT BEEN ABSTRACTED FOR EASEMENTS, RIGHTS-OF-WAY, OR OTHER MATTERS OF RECORD. SUCH INFORMATION SHOULD BE OBTAINED BY OTHERS THROUGH AN APPROPRIATE TITLE SEARCH.
6. THIS IS NOT A SURVEY, IT IS A GRAPHIC DEPICTION OF THE DESCRIPTION SHOWN HEREON.
7. 10 FEET ROW SHOWN DEDICATED TO THE CITY OF DEERFIELD BEACH.

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ABBREVIATIONS:

P.B. = PLAT BOOK
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N.W. = NORTHWEST
R/W = RIGHT OF WAY
SEC. = SECTION
S.E. = SOUTHEAST
S.W. = SOUTHWEST

REVISED SKETCH	12/04/2023	NJA	NJA	N/A
SKETCH AND LEGAL DESCRIPTION	11/15/2023	RC	NJA	N/A
REVISIONS	DATE	BY	CK'D	FIELD BK.
PROJECT: 2 NE 4 COURT	SCALE: N/A			
PROJECT NO.: 230217S	SHEET 1 OF 3			

SKETCH TO ACCOMPANY LEGAL DESCRIPTION 2 NE 4 COURT, DEERFIELD BEACH FL.

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THE W 1/2 OF THE NE 1/4 OF THE SW 1/4 OF THE SW 1/4 OF SECTION 31, TOWNSHIP 47 SOUTH, RANGE 43 EAST, BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT SW CORNER OF THE NE 1/4 OF THE SW 1/4 OF THE SW 1/4 OF SAID SECTION 31; THENCE NORTH 00°54'32" WEST ALONG THE WEST LINE OF THE W 1/2, NE 1/4, SW 1/4, SW 1/4, OF SAID SECTION 31, A DISTANCE OF 243.04 FEET; THENCE SOUTH 89°05'28" WEST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 20 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL AT LAND;

THENCE NORTH 00°54'32" WEST, A DISTANCE OF 100.00 FEET; THENCE NORTH 88°57'55" EAST, A DISTANCE OF 75 FEET ; THENCE SOUTH 00°54'32" EAST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 88°57'55" WEST, A DISTANCE OF 65.00 FEET; THENCE SOUTH 00°54'32" EAST, A DISTANCE OF 90.00 FEET, SOUTH 88°57'55" WEST, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,650 SQUARE FEET (0.038 ACRES), MORE OR LESS.

THIS SKETCH TO ACCOMPANY LEGAL DESCRIPTION IS VALID ONLY WHEN
ALL SHEETS ARE COMBINED, FORMING THE COMPLETE DOCUMENT.

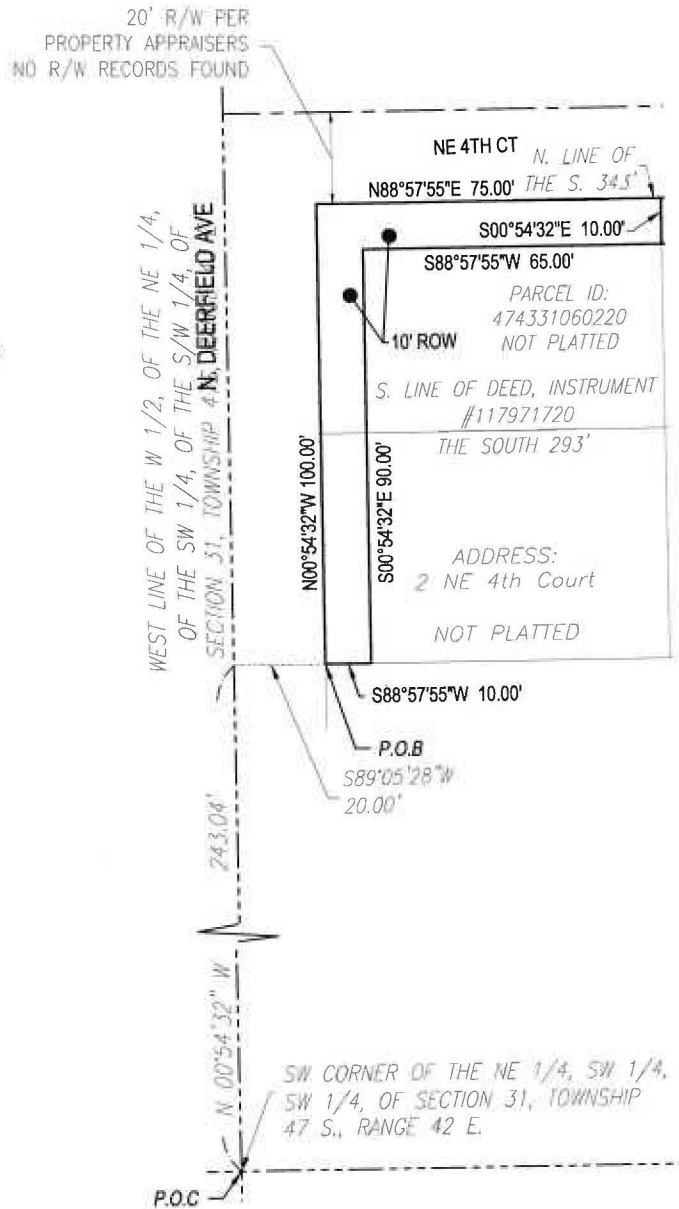
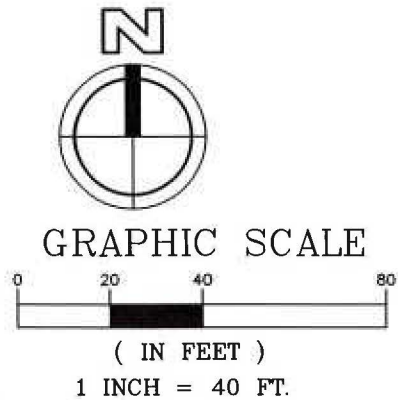
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REVISED SKETCH	12/04/2023	NJA	NJA	N/A
SKETCH AND LEGAL DESCRIPTION	11/15/2023	RC	NJA	N/A
REVISIONS	DATE	BY	CK'D	FIELD BK.
PROJECT: 2 NE 4 COURT		SCALE: N/A		
PROJECT NO.: 230217S		SHEET 2 OF 3		

SKETCH TO ACCOMPANY LEGAL DESCRIPTION 2 NE 4 COURT, DEERFIELD BEACH FL.



THIS SKETCH TO ACCOMPANY LEGAL DESCRIPTION IS VALID ONLY WHEN
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R/W	= RIGHT OF WAY
SEC.	= SECTION
S.W.	= SOUTHWEST

REVISED SKETCH	12/04/2023	NJA	NJA	N/A
SKETCH AND LEGAL DESCRIPTION	11/15/2023	RC	NJA	N/A
REVISIONS	DATE	BY	CK'D	FIELD BK.
PROJECT: 2 NE 4 COURT	SCALE: 1"=40'			
PROJECT NO.: 230217S	SHEET 3 OF 3			

SKETCH TO ACCOMPANY LEGAL DESCRIPTION 21 NE 5 STREET, DEERFIELD BEACH FL.



LOCATION MAP
(NOT TO SCALE)

SURVEYOR'S NOTES:

1. THIS PARCEL LIES IN SECTION 31, TOWNSHIP 47 SOUTH, RANGE 43 EAST, BROWARD COUNTY, FLORIDA.
2. BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE W 1/2, OF THE NE 1/4, SW 1/4, OF SECTION 31, TOWNSHIP 47 S, RANGE 43 E, HAVING A BEARING OF N 00°54'32" W.
3. ALL EASEMENTS SHOWN HEREON ARE PER THE RECORD PLAT(S) UNLESS OTHERWISE INDICATED.
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6. THIS IS NOT A SURVEY, IT IS A GRAPHIC DEPICTION OF THE DESCRIPTION SHOWN HEREON.
7. 5 FEET ROW DEDICATED TO THE CITY OF DEERFIELD BEACH.

THIS SKETCH TO ACCOMPANY LEGAL DESCRIPTION IS VALID ONLY WHEN ALL SHEETS ARE COMBINED, FORMING THE COMPLETE DOCUMENT.

Noriette J
Alvarez

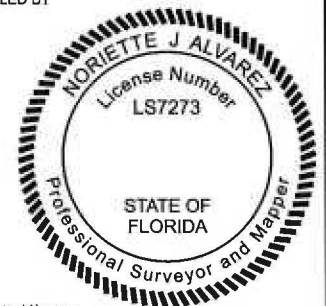
ON THE DATE ADJACENT TO THE SEAL

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HSQ GROUP
1001 YAMATO ROAD SUITE: 105
BOCA RATON, FLORIDA 33431
TEL 561-392-0221
STATE OF FLORIDA DEPARTMENT OF AGRICULTURE
CERTIFICATE OF AUTHORIZATION LB-7924

Digitally signed by Noriette J Alvarez
DN: cn=US, o=Florida,
dnQualifier=AD5415D00000185E742D8D9
000179C1, cn=Noriette J Alvarez,
Date: 2023.12.04 13:06:23 -0500



THIS IS NOT A SURVEY

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S.W.	=	SOUTHWEST

REVISED SKETCH	12/04/2023	NJA	NJA	N/A
SKETCH AND LEGAL DESCRIPTION	11/15/2023	RC	NJA	N/A
REVISIONS	DATE	BY	CK'D	FIELD BK.
PROJECT: 21 NE 5 STREET	SCALE: N/A			
PROJECT NO.: 230217S	SHEET 1 OF 3			

SKETCH TO ACCOMPANY LEGAL DESCRIPTION 21 NE 5 STREET, DEERFIELD BEACH FL.

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THE W 1/2, OF THE SE 1/4, OF THE NW 1/4, OF THE SW 1/4, OF SECTION 31, TOWNSHIP 47 SOUTH, RANGE 43 EAST, BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT SW CORNER OF THE NE 1/4 OF THE SW 1/4 OF THE SW 1/4 OF SAID SECTION 31; THENCE NORTH 00°54'32" WEST ALONG THE WEST LINE OF THE W 1/2, NE 1/4, SW 1/4, SW 1/4, OF SAID SECTION 31, A DISTANCE OF 689.44 FEET; THENCE NORTH 89°05'28" EAST AT RIGHT ANGLES TO THE LAS DESCRIBED COURSE, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL OF LAND;

THENCE NORTH 00°54'32" WEST, A DISTANCE OF 125.01 FEET; THENCE NORTH 88°34'14" EAST, A DISTANCE OF 5.00 FEET ; THENCE SOUTH 00°54'32" EAST, A DISTANCE OF 120.00 FEET; THENCE NORTH 88°34'14" EAST, A DISTANCE OF 35.00 FEET; THENCE SOUTH 00°54'32" EAST, A DISTANCE OF 5.00 FEET, SOUTH 88°34'14" WEST, A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 800 SQUARE FEET (0.018 ACRES), MORE OR LESS.

THIS SKETCH TO ACCOMPANY LEGAL DESCRIPTION IS VALID ONLY WHEN
ALL SHEETS ARE COMBINED, FORMING THE COMPLETE DOCUMENT.

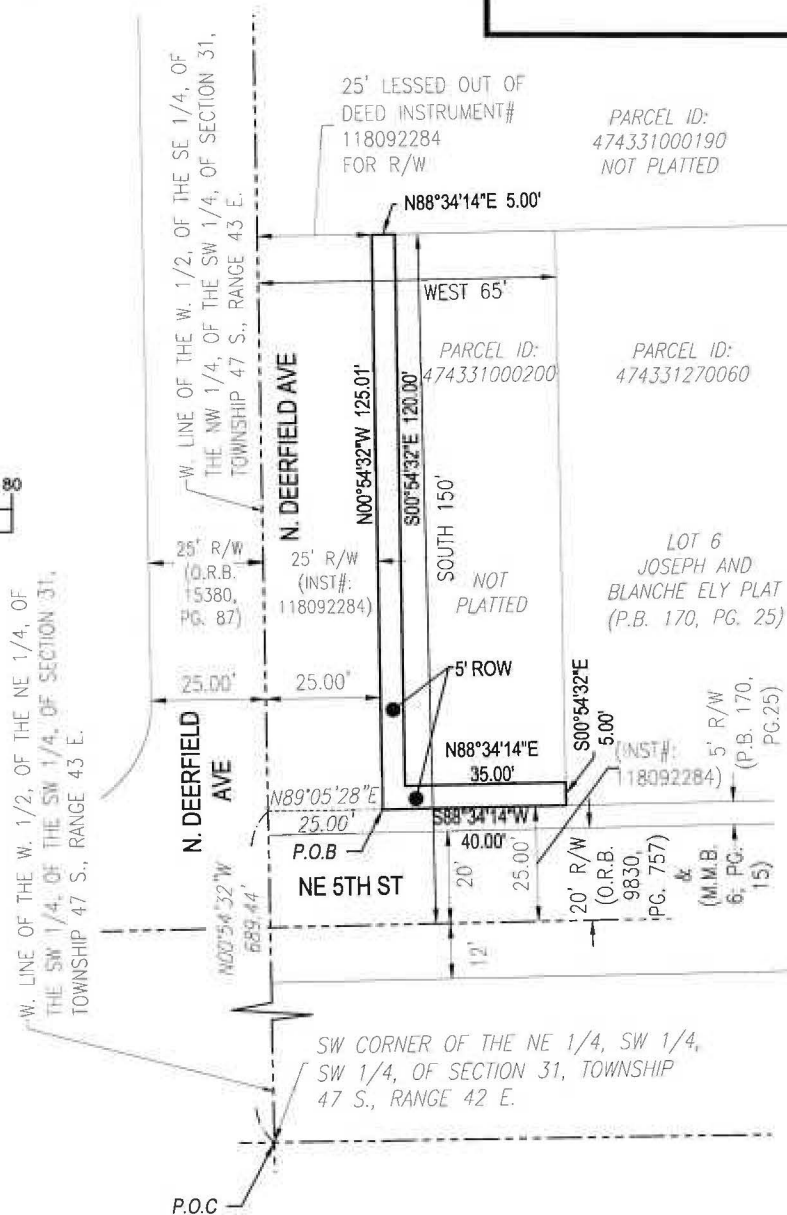
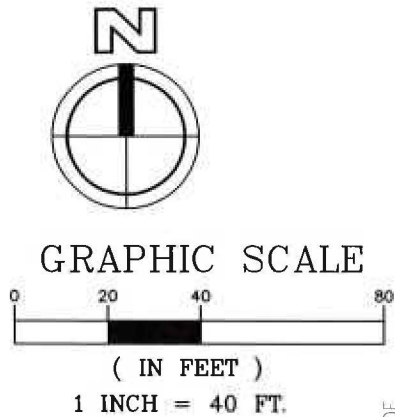
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REVISED SKETCH	12/04/2023	NJA	NJA	N/A
SKETCH AND LEGAL DESCRIPTION	11/15/2023	RC	NJA	N/A
REVISIONS	DATE	BY	CK'D	FIELD BK.
PROJECT: 21 NE 5 STREET		SCALE: N/A		
PROJECT NO.: 230217S		SHEET 2 OF 3		

SKETCH TO ACCOMPANY LEGAL DESCRIPTION 21 NE 5 STREET, DEERFIELD BEACH FL.



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REVISED SKETCH	12/04/2023	NJA	NJA	N/A
SKETCH AND LEGAL DESCRIPTION	11/15/2023	RC	NJA	N/A
REVISIONS	DATE	BY	CK'D	FIELD BK.
PROJECT: 21 NE 5 STREET	SCALE: N/A			
PROJECT NO.: 230217S	SHEET 3 OF 3			

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
40 NE 4 COURT, DEERFIELD BEACH FL.



LOCATION MAP
(NOT TO SCALE)

SURVEYOR'S NOTES:

1. THIS PARCEL LIES IN SECTION 31, TOWNSHIP 47 SOUTH, RANGE 43 EAST, BROWARD COUTY, FLORIDA.
2. BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE W 1/2, OF THE NE 1/4, SW 1/4, OF SECTION 31, TOWNSHIP 47 S, RANGE 43 E, HAVING A BEARING OF N 00°54'32" W, ALL EASEMENTS SHOWN HEREON ARE PER THE RECORD PLAT(S) UNLESS OTHERWISE INDICATED.
3. THIS SKETCH AND LEGAL DESCRIPTION ARE VALID ONLY WHEN ALL SHEETS ARE COMBINED, FORMING THE COMPLETE DOCUMENT.
4. LANDS SHOWN HEREON HAVE NOT BEEN ABSTRACTED FOR EASEMENTS, RIGHTS-OF-WAY, OR OTHER MATTERS OF RECORD. SUCH INFORMATION SHOULD BE OBTAINED BY OTHERS THROUGH AN APPROPRIATE TITLE SEARCH.
5. THIS IS NOT A SURVEY, IT IS A GRAPHIC DEPICTION OF THE DESCRIPTION SHOWN HEREON.
6. 10 FEET ROW SHOWN DEDICATED TO THE CITY OF DEERFIELD BEACH.

THIS SKETCH TO ACCOMPANY LEGAL DESCRIPTION IS VALID ONLY WHEN ALL SHEETS ARE COMBINED, FORMING THE COMPLETE DOCUMENT.

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" WAS PREPARED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE FOR SURVEYING AND MAPPING AS SET FORTH BY THE STATE OF FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED BY



Noriette J
Alvarez

Digitally signed by Noriette J Alvarez
DN: c=US, o=Florida,
dnQualifier=AD141SD0000186E742D8
D9000179C1, cn=Noriette J Alvarez
Date: 2023.12.04 13:09:12 -05'00'

ON THE DATE ADJACENT TO THE SEAL

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

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HSQ GROUP
1001 YAMATO ROAD SUITE: 105
BOCA RATON, FLORIDA 33431
TEL 561-392-0221
STATE OF FLORIDA DEPARTMENT OF AGRICULTURE
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S.W. = SOUTHWEST

REVISED SKETCH	12/04/2023	NJA	NJA	N/A
SKETCH AND LEGAL DESCRIPTION	11/15/2023	RC	NJA	N/A
REVISIONS	DATE	BY	CK'D	FIELD BK.
PROJECT: 40 NE 4 COURT	SCALE: N/A			
PROJECT NO.: 230217S	SHEET 1 OF 3			

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
40 NE 4 COURT, DEERFIELD BEACH FL.

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THE W 1/2 OF THE NE 1/4 OF THE SW 1/4 OF THE SW 1/4 OF SECTION 31, TOWNSHIP 47 SOUTH, RANGE 43 EAST, BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT SW CORNER OF SAID NE 1/4 OF THE SW 1/4 OF THE SW 1/4 OF SECTION 31; THENCE NORTH 00°54'32" WEST ALONG THE WEST LINE OF SAID W 1/2 OF THE NE 1/4 OF THE SW 1/4 OF THE SW 1/4 OF SECTION 31, A DISTANCE OF 363.00 FEET; THENCE NORTH 88°57'55" EST, A DISTANCE OF 94.95 FEET; THENCE SOUTH 01°02'05" EAST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL LAND;

THENCE NORTH 88°57'55" EAST, A DISTANCE OF 70.00 FEET; THENCE SOUTH 00°54'32" EAST, A DISTANCE OF 10.00 FEET ; THENCE SOUTH 88°57'55" WEST, A DISTANCE OF 70.00 FEET; THENCE NORTH 00°54'32" WEST, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 700 SQUARE FEET (0.016 ACRES), MORE OR LESS.

THIS SKETCH TO ACCOMPANY LEGAL DESCRIPTION IS VALID ONLY WHEN
ALL SHEETS ARE COMBINED, FORMING THE COMPLETE DOCUMENT.

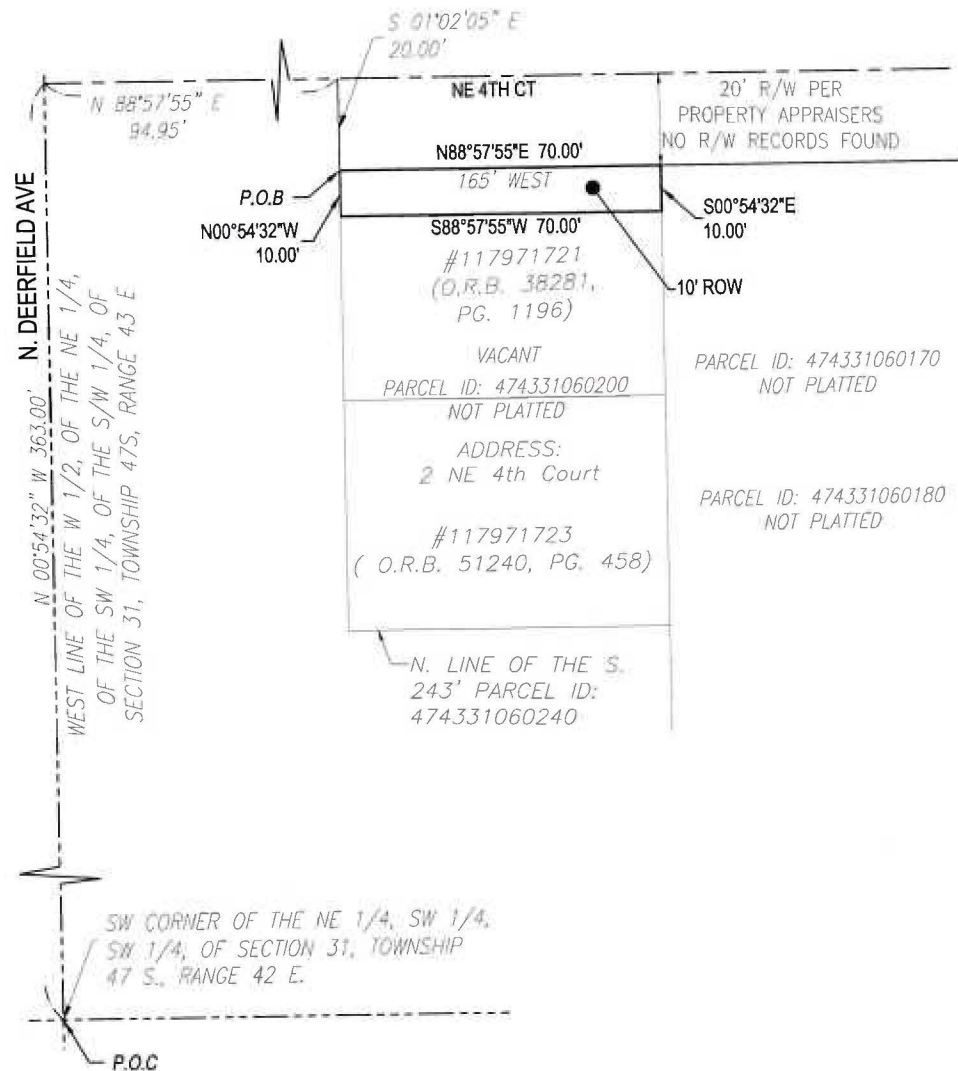
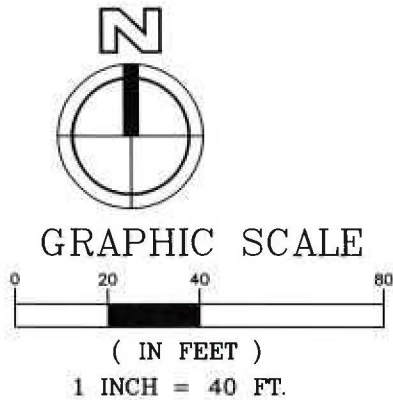
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SEC. = SECTION
S.W. = SOUTHWEST

REVISED SKETCH	12/04/2023	NJA	NJA	N/A
SKETCH AND LEGAL DESCRIPTION	11/15/2023	RC	NJA	N/A
REVISIONS	DATE	BY	CK'D	FIELD BK.
PROJECT: 40 NE 4 COURT		SCALE: N/A		
PROJECT NO.: 230217S		SHEET 1 OF 3		

SKETCH TO ACCOMPANY LEGAL DESCRIPTION 40 NE 4 COURT, DEERFIELD BEACH FL.



THIS SKETCH TO ACCOMPANY LEGAL DESCRIPTION IS VALID ONLY WHEN ALL SHEETS ARE COMBINED, FORMING THE COMPLETE DOCUMENT.

THIS IS NOT A SURVEY

ABBREVIATIONS:

P.B. = PLAT BOOK
PG. = PAGE
P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING
N.E. = NORTHEAST
N.W. = NORTHWEST
R/W = RIGHT OF WAY
SEC. = SECTION
S.W. = SOUTHWEST

REVISED SKETCH	12/04/2023	NJA	NJA	N/A
SKETCH AND LEGAL DESCRIPTION	11/15/2023	RC	NJA	N/A
REVISIONS	DATE	BY	CK'D	FIELD BK.
PROJECT: 40 NE 4 COURT		SCALE: 1"=40'		
PROJECT NO.: 230217S		SHEET 3 OF 3		

SKETCH TO ACCOMPANY LEGAL DESCRIPTION 174 S.W. 4TH STREET, DEERFIELD BEACH FL.



LOCATION MAP
(NOT TO SCALE)



SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" WAS PREPARED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE FOR SURVEYING AND MAPPING AS SET FORTH BY THE STATE OF FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED BY

SURVEYOR'S NOTES:

1. THIS PARCEL LIES IN SECTION 31, TOWNSHIP 47 SOUTH, RANGE 43 EAST, BROWARD COUNTY, FLORIDA.
2. BEARINGS SHOWN HEREON ARE BASED ON SECTION 1, TOWNSHIP 48 S, RANGE 42 E, HAVING A BEARING OF N 87°55'31" E.
3. ALL EASEMENTS SHOWN HEREON ARE PER THE RECORD PLAT(S) UNLESS OTHERWISE INDICATED.
4. THIS SKETCH AND LEGAL DESCRIPTION ARE VALID ONLY WHEN ALL SHEETS ARE COMBINED, FORMING THE COMPLETE DOCUMENT.
5. LANDS SHOWN HEREON HAVE NOT BEEN ABSTRACTED FOR EASEMENTS, RIGHTS-OF-WAY, OR OTHER MATTERS OF RECORD. SUCH INFORMATION SHOULD BE OBTAINED BY OTHERS THROUGH AN APPROPRIATE TITLE SEARCH.
6. THIS IS NOT A SURVEY, IT IS A GRAPHIC DEPICTION OF THE DESCRIPTION SHOWN HEREON.
7. 10 FEET ROW SHOWN DEDICATED TO THE CITY OF DEERFIELD BEACH.

THIS SKETCH TO ACCOMPANY LEGAL DESCRIPTION IS VALID ONLY WHEN ALL SHEETS ARE COMBINED, FORMING THE COMPLETE DOCUMENT.

Noriette J
Alvarez

Digitally signed by Noriette J Alvarez
DN: cn=US, o=Florida,
dn=DupRes=401410000000186E742
D809000179C1, cn=Noriette J
Alvarez
Date: 2023.12.04 13:13:24 -05'00'

ON THE DATE ADJACENT TO THE SEAL

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THIS IS NOT A SURVEY

HSQ GROUP
1001 YAMATO ROAD SUITE: 105
BOCA RATON, FLORIDA 33431
TEL 561-392-0221
STATE OF FLORIDA DEPARTMENT OF AGRICULTURE
CERTIFICATE OF AUTHORIZATION LB-7924

THIS IS NOT A SURVEY

ABBREVIATIONS:

P.B. = PLAT BOOK
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S.E. = SOUTHEAST
S.W. = SOUTHWEST

REVISED SKETCH	12/04/2023	NJA	NJA	N/A
SKETCH AND LEGAL DESCRIPTION	11/15/2023	RC	NJA	N/A
REVISIONS	DATE	BY	CK'D	FIELD BK.
PROJECT: 174 S.W. 4TH STREET	SCALE: N/A			
PROJECT NO.: 230217S	SHEET 1 OF 3			

SKETCH TO ACCOMPANY LEGAL DESCRIPTION 174 S.W. 4TH STREET, DEERFIELD BEACH FL.

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF LOT 7, BLOCK 8 CARVER HEIGHTS 1ST ADDITION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 26 AT PAGE 10, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT NE CORNER OF SE 1/4 OF SECTION 1 TOWNSHIP 48 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA; THENCE SOUTTH 87°55'31" WEST, A DISTANCE OF 300.35 FEET; THENCE SOUTH 00°04'29" EAST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL OF LAND;

THENCE SOUTH 01°10'49" EAST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 87°55'31" WEST, A DISTANCE OF 50.00 FEET; THENCE NORTH 01°10'49" WEST, A DISTANCE OF 10.00 FEET; THENCE NORTH 87°55'31" EAST, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 500 SQUARE FEET (0.011 ACRES), MORE OR LESS.

THIS SKETCH TO ACCOMPANY LEGAL DESCRIPTION IS VALID ONLY WHEN
ALL SHEETS ARE COMBINED, FORMING THE COMPLETE DOCUMENT.

THIS IS NOT A SURVEY

ABBREVIATIONS:

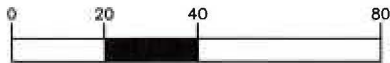
P.B. = PLAT BOOK
P.G. = PAGE
P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING
N.E. = NORTHEAST
N.W. = NORTHWEST
R/W = RIGHT OF WAY
SEC. = SECTION
S.W. = SOUTHWEST

REVISED SKETCH	12/04/2023	NJA	NJA	N/A
SKETCH AND LEGAL DESCRIPTION	11/15/2023	RC	NJA	N/A
REVISIONS	DATE	BY	CK'D	FIELD BK.
PROJECT: 174 S.W. 4TH STREET		SCALE: N/A		
PROJECT NO.: 230217S		SHEET 2 OF 3		

SKETCH TO ACCOMPANY LEGAL DESCRIPTION 174 S.W. 4TH STREET, DEERFIELD BEACH FL.

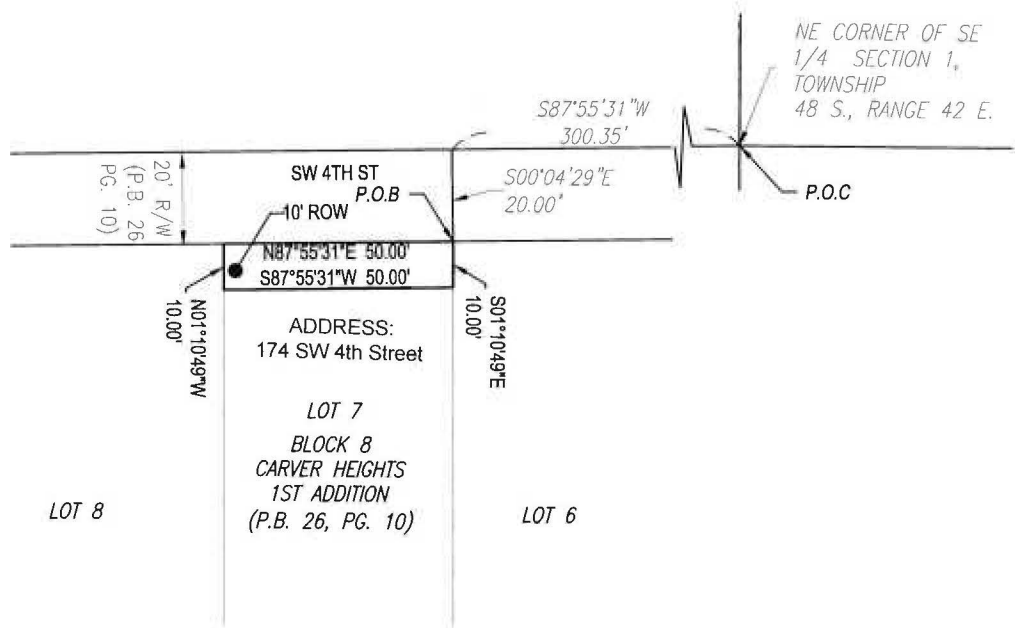


GRAPHIC SCALE



(IN FEET)

1 INCH = 40 FT.



THIS SKETCH TO ACCOMPANY LEGAL DESCRIPTION IS VALID ONLY WHEN
ALL SHEETS ARE COMBINED, FORMING THE COMPLETE DOCUMENT.

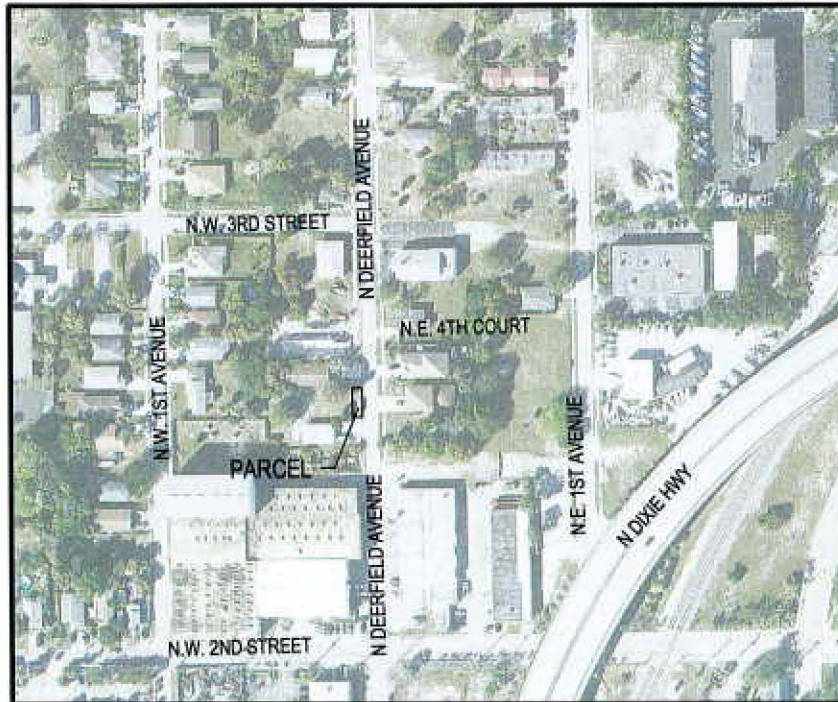
THIS IS NOT A SURVEY

ABBREVIATIONS:

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REVISED SKETCH	12/04/2023	NJA	NJA	N/A
SKETCH AND LEGAL DESCRIPTION	11/15/2023	RC	NJA	N/A
REVISIONS	DATE	BY	CK'D	FIELD BK.
PROJECT: 174 S.W. 4TH STREET		SCALE: 1"=40'		
PROJECT NO.: 230217S		SHEET 3 OF 3		

SKETCH TO ACCOMPANY LEGAL DESCRIPTION 321 N DEERFIELD AVENUE, DEERFIELD BEACH FL.



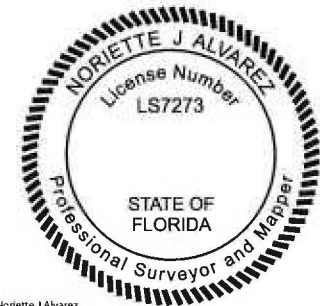
LOCATION MAP
(NOT TO SCALE)



SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" WAS PREPARED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE FOR SURVEYING AND MAPPING AS SET FORTH BY THE STATE OF FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED BY



SURVEYOR'S NOTES:

1. THIS PARCEL LIES IN SECTION 31, TOWNSHIP 47 SOUTH, RANGE 43 EAST, BROWARD COUNTY, FLORIDA.
2. BEARINGS SHOWN HEREON ARE BASED ON W. LINE W. 1/2, SW 1/4, SW 1/4, SECTION 31, TOWNSHIP 47 S, RANGE 43 E, HAVING A BEARING OF S 00°54'32" E.
3. ALL EASEMENTS SHOWN HEREON ARE PER THE RECORD PLAT(S) UNLESS OTHERWISE INDICATED.
4. THIS SKETCH AND LEGAL DESCRIPTION ARE VALID ONLY WHEN ALL SHEETS ARE COMBINED, FORMING THE COMPLETE DOCUMENT.
5. LANDS SHOWN HEREON HAVE NOT BEEN ABSTRACTED FOR EASEMENTS, RIGHTS-OF-WAY, OR OTHER MATTERS OF RECORD. SUCH INFORMATION SHOULD BE OBTAINED BY OTHERS THROUGH AN APPROPRIATE TITLE SEARCH.
6. THIS IS NOT A SURVEY, IT IS A GRAPHIC DEPICTION OF THE DESCRIPTION SHOWN HEREON.
7. 15 FEET ROW SHOWN DEDICATED TO THE CITY OF DEERFIELD BEACH.

THIS SKETCH TO ACCOMPANY LEGAL DESCRIPTION IS VALID ONLY WHEN ALL SHEETS ARE COMBINED, FORMING THE COMPLETE DOCUMENT.

Noriette J
Alvarez

ON THE DATE ADJACENT TO THE SEAL

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BOCA RATON, FLORIDA 33431
TEL 561-392-0221
STATE OF FLORIDA DEPARTMENT OF AGRICULTURE
CERTIFICATE OF AUTHORIZATION LB-7924

THIS IS NOT A SURVEY

ABBREVIATIONS:

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P.O.C.	= POINT OF COMMENCEMENT
P.O.B.	= POINT OF BEGINNING
N.E.	= NORTHEAST
N.W.	= NORTHWEST
R/W	= RIGHT OF WAY
SEC.	= SECTION
S.E.	= SOUTHEAST
S.W.	= SOUTHWEST

REVISED SKETCH	12/04/2023	NJA	NJA	N/A
SKETCH AND LEGAL DESCRIPTION	11/15/2023	RC	NJA	N/A
REVISIONS	DATE	BY	CK'D	FIELD BK.
PROJECT: 321 N DEERFIELD AVENUE	SCALE: N/A			
PROJECT NO.: 230217S	SHEET 1 OF 3			

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
321 N DEERFIELD AVENUE, DEERFIELD BEACH FL.

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF LOT 10, BLOCK 1 DEERFIELD DEVELOPMENT AND LAND COMPANY, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 4 AT PAGE 17, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT NE CORNER OF THE SW 1/4 OF THE SW 1/4 OF THE SW 1/4 OF SECTION 31 TOWNSHIP 47 SOUTH, RANGE 43 EAST, BROWARD COUNTY, FLORIDA; THENCE SOUTH 00°54'32" EAST ALONG THE WEST LINE OF THE W 1/2 OF THE SW 1/4 OF THE SW 1/4 OF THE SW 1/4 OF SAID SECTION 31, A DISTANCE OF 257.99 FEET; THENCE SOUTH 89°05'28" WEST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL OF LAND;

THENCE SOUTH 00°54'32" EAST, A DISTANCE OF 45.00 FEET; THENCE SOUTH 89°02'29" WEST, A DISTANCE OF 15.00 FEET ; THENCE NORTH 00°54'32" WEST, A DISTANCE OF 45.00 FEET; THENCE NORTH 89°02'29" EAST, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 675 SQUARE FEET (0.015 ACRES), MORE OR LESS.

THIS SKETCH TO ACCOMPANY LEGAL DESCRIPTION IS VALID ONLY WHEN
ALL SHEETS ARE COMBINED, FORMING THE COMPLETE DOCUMENT.

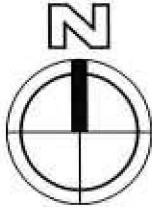
THIS IS NOT A SURVEY

ABBREVIATIONS:

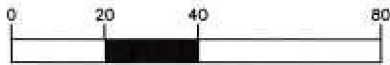
P.B. = PLAT BOOK
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N.E. = NORTHEAST
N.W. = NORTHWEST
R/W = RIGHT OF WAY
SEC. = SECTION
S.W. = SOUTHWEST

REVISED SKETCH	12/04/2023	NJA	NJA	N/A
SKETCH AND LEGAL DESCRIPTION	11/15/2023	RC	NJA	N/A
REVISIONS	DATE	BY	CK'D	FIELD BK.
PROJECT: 321 N DEERFIELD AVENUE		SCALE: N/A		
PROJECT NO.: 230217S		SHEET 2 OF 3		

SKETCH TO ACCOMPANY LEGAL DESCRIPTION 321 N DEERFIELD AVENUE, DEERFIELD BEACH FL.

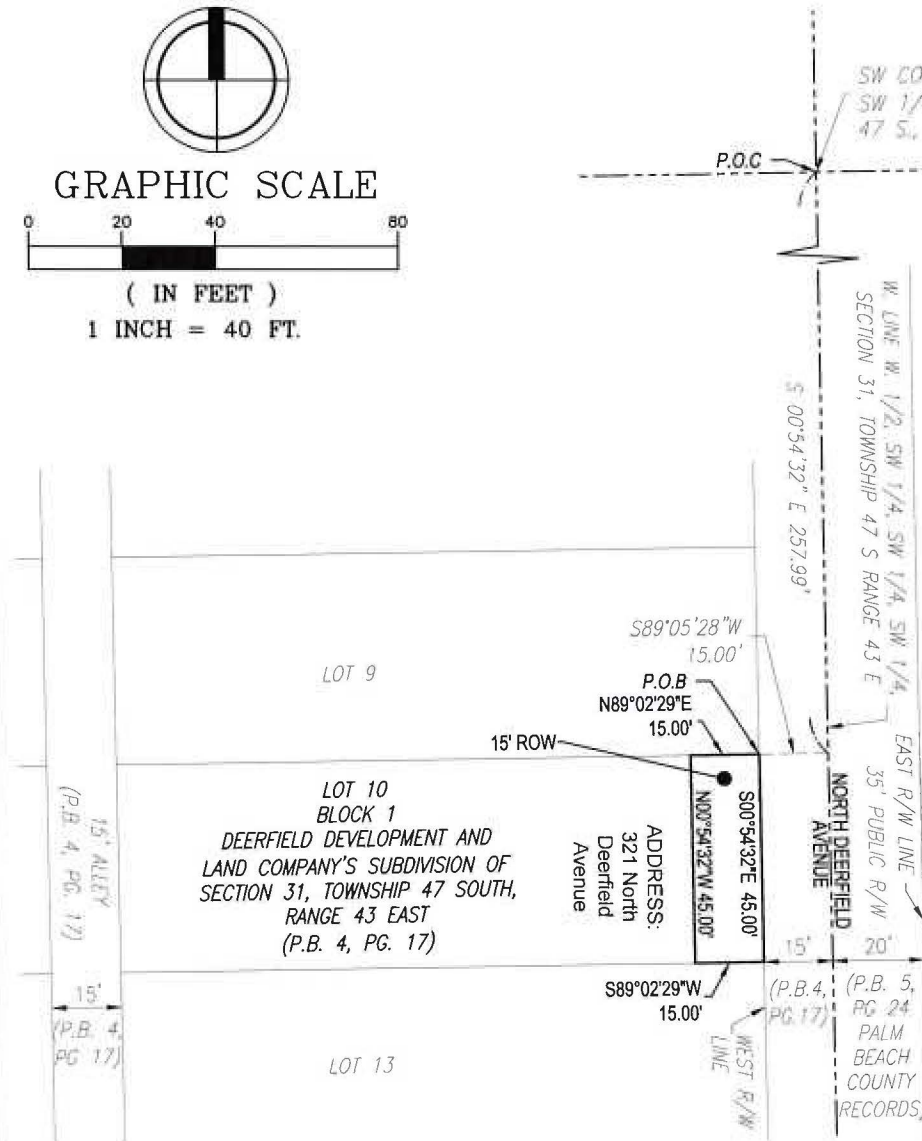


GRAPHIC SCALE



(IN FEET)

1 INCH = 40 FT.



THIS SKETCH TO ACCOMPANY LEGAL DESCRIPTION IS VALID ONLY WHEN
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THIS IS NOT A SURVEY

ABBREVIATIONS:

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P.O.C.	= POINT OF COMMENCEMENT
P.O.B.	= POINT OF BEGINNING
N.E.	= NORTHEAST
N.W.	= NORTHWEST
R/W	= RIGHT OF WAY
SEC.	= SECTION
S.W.	= SOUTHWEST

REVISED SKETCH	12/04/2023	NJA	NJA	N/A
SKETCH AND LEGAL DESCRIPTION	11/15/2023	RC	NJA	N/A
REVISIONS	DATE	BY	CK'D	FIELD BK.
PROJECT: 321 N DEERFIELD AVENUE		SCALE: 1"=40'		
PROJECT NO.: 230217S		SHEET 3 OF 3		

SKETCH TO ACCOMPANY LEGAL DESCRIPTION 464 N DEERFIELD AVENUE, DEERFIELD BEACH FL.



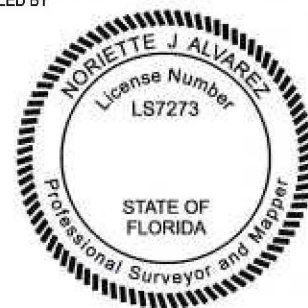
LOCATION MAP
(NOT TO SCALE)



SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" WAS PREPARED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE FOR SURVEYING AND MAPPING AS SET FORTH BY THE STATE OF FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED BY



SURVEYOR'S NOTES:

1. THIS PARCEL LIES IN SECTION 31, TOWNSHIP 47 SOUTH, RANGE 43 EAST, BROWARD COUNTY, FLORIDA.
2. BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE W 1/2, OF THE NE 1/4, SW 1/4, OF SECTION 31, TOWNSHIP 47 S, RANGE 43 E, HAVING A BEARING OF N 00°54'32" W.
3. ALL EASEMENTS SHOWN HEREON ARE PER THE RECORD PLAT(S) UNLESS OTHERWISE INDICATED.
4. THIS SKETCH AND LEGAL DESCRIPTION ARE VALID ONLY WHEN ALL SHEETS ARE COMBINED, FORMING THE COMPLETE DOCUMENT.
5. LANDS SHOWN HEREON HAVE NOT BEEN ABSTRACTED FOR EASEMENTS, RIGHTS-OF-WAY, OR OTHER MATTERS OF RECORD. SUCH INFORMATION SHOULD BE OBTAINED BY OTHERS THROUGH AN APPROPRIATE TITLE SEARCH.
6. THIS IS NOT A SURVEY, IT IS A GRAPHIC DEPICTION OF THE DESCRIPTION SHOWN HEREON.
7. ROW SHOWN DEDICATED TO THE CITY OF DEERFIELD BEACH.

THIS SKETCH TO ACCOMPANY LEGAL DESCRIPTION IS VALID ONLY WHEN ALL SHEETS ARE COMBINED, FORMING THE COMPLETE DOCUMENT.

Noriette J
Alvarez

ON THE DATE ADJACENT TO THE SEAL

Digitally signed by Noriette J Alvarez
DN: c=US, o=Florida,
dnQualifier=A01410D00000186E742DB
D9000179C1, cn=Noriette J Alvarez
Date: 2023.12.04 13:07:24 -05'00'

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THIS IS NOT A SURVEY

HSQ GROUP
1001 YAMATO ROAD SUITE: 105
BOCA RATON, FLORIDA 33431
TEL 561-392-0221
STATE OF FLORIDA DEPARTMENT OF AGRICULTURE
CERTIFICATE OF AUTHORIZATION LB-7924

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S.W.	= SOUTHWEST

REVISED SKETCH	12/04/2023	NJA	NJA	N/A
SKETCH AND LEGAL DESCRIPTION	11/15/2023	RC	NJA	N/A
REVISIONS	DATE	BY	CKD	FIELD BK.
PROJECT: 464 N DEERFIELD AVE	SCALE: N/A			
PROJECT NO.: 230217S	SHEET 1 OF 3			

SKETCH TO ACCOMPANY LEGAL DESCRIPTION 464 N DEERFIELD AVENUE, DEERFIELD BEACH FL.

LEGAL DESCRIPTION

A PARCEL OF LAND, BEING A PORTION OF THE W 1/2 OF THE SE 1/4 OF THE NW 1/4 OF THE SW 1/4 OF SECTION 31, TOWNSHIP 47 SOUTH, RANGE 43 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT SW CORNER OF THE NE 1/4 OF THE SW 1/4 OF THE SW 1/4 OF SAID SECTION 31, THENCE NORTH 00°54'32" WEST ALONG THE WEST LINE OF THE W 1/2 OF THE NE 1/4 OF THE SW 1/4 OF THE SW 1/4 OF SECTION 31, A DISTANCE OF 609.21 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL OF LAND;

THENCE NORTH 00°54'32" WEST, A DISTANCE OF 43.00 FEET; THENCE NORTH 88°34'14" EAST, A DISTANCE OF 165.01 FEET ; THENCE SOUTH 00°54'32" EAST, A DISTANCE OF 18.00 FEET; THENCE SOUTH 88°34'14" WEST, A DISTANCE OF 135.00 FEET; THENCE SOUTH 00°54'32" EAST, A DISTANCE OF 25.00 FEET, SOUTH 88°34'14" WEST, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 3,720 SQUARE FEET (0.085 ACRES), MORE OR LESS.

THIS SKETCH TO ACCOMPANY LEGAL DESCRIPTION IS VALID ONLY WHEN
ALL SHEETS ARE COMBINED, FORMING THE COMPLETE DOCUMENT.

THIS IS NOT A SURVEY

ABBREVIATIONS:

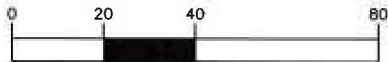
P.B. = PLAT BOOK
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N.E. = NORTHEAST
N.W. = NORTHWEST
R/W = RIGHT OF WAY
SEC. = SECTION
S.W. = SOUTHWEST

REVISED SKETCH	12/04/2023	NJA	NJA	N/A
SKETCH AND LEGAL DESCRIPTION	11/15/2023	RC	NJA	N/A
REVISIONS	DATE	BY	CK'D	FIELD BK.
PROJECT: 464 N DEERFIELD AVE		SCALE: N/A		
PROJECT NO.: 230217S		SHEET 2 OF 3		

SKETCH TO ACCOMPANY LEGAL DESCRIPTION 464 N DEERFIELD AVENUE, DEERFIELD BEACH FL.

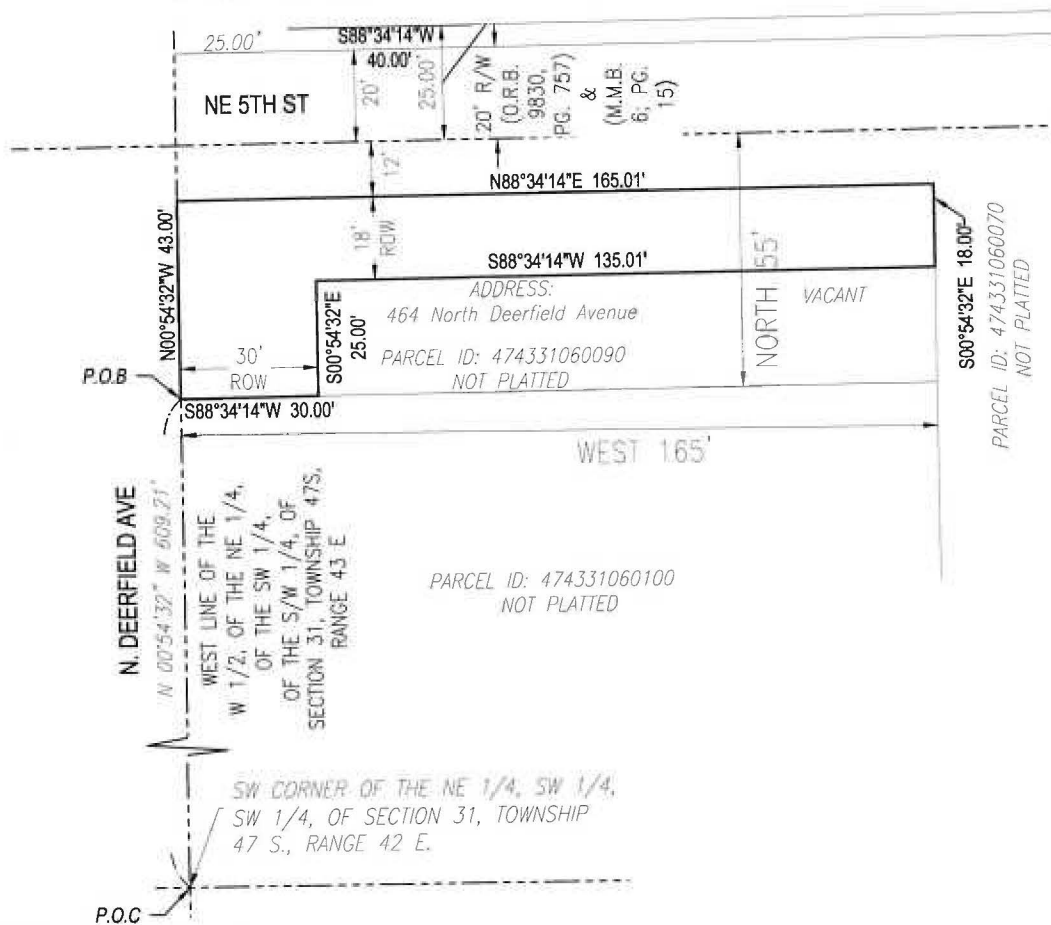


GRAPHIC SCALE



(IN FEET)

1 INCH = 40 FT.



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THIS IS NOT A SURVEY

ABBREVIATIONS:

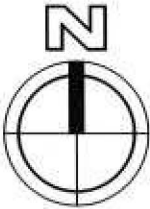
P.B.	=	PLAT BOOK
PG.	=	PAGE
P.O.C.	=	POINT OF COMMENCEMENT
P.O.B.	=	POINT OF BEGINNING
N.E.	=	NORTHEAST
N.W.	=	NORTHWEST
R/W	=	RIGHT OF WAY
SEC.	=	SECTION
S.W.	=	SOUTHWEST

REVISED SKETCH	12/04/2023	NJA	NJA	N/A
SKETCH AND LEGAL DESCRIPTION	11/15/2023	RC	NJA	N/A
REVISIONS	DATE	BY	CK'D	FIELD BK.
PROJECT: 2 NE 4 COURT	SCALE: 1"=40'			
PROJECT NO.: 230217S	SHEET 3 OF 3			

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
610 N.E. 40TH STREET, DEERFIELD BEACH FL.



LOCATION MAP
(NOT TO SCALE)



SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" WAS PREPARED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE FOR SURVEYING AND MAPPING AS SET FORTH BY THE STATE OF FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED BY



SURVEYOR'S NOTES:

- 1. THIS PARCEL LIES IN SECTION 31, TOWNSHIP 47 SOUTH, RANGE 43 EAST, BROWARD COUNTY, FLORIDA.
- 2. BEARINGS SHOWN HEREON ARE BASED ON SECTION 13, TOWNSHIP 48 S, RANGE 42 E, HAVING A BEARING OF N 88°38'04" E.
- 3. ALL EASEMENTS SHOWN HEREON ARE PER THE RECORD PLAT(S) UNLESS OTHERWISE INDICATED.
- 4. THIS SKETCH AND LEGAL DESCRIPTION ARE VALID ONLY WHEN ALL SHEETS ARE COMBINED, FORMING THE COMPLETE DOCUMENT.
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- 6. THIS IS NOT A SURVEY, IT IS A GRAPHIC DEPICTION OF THE DESCRIPTION SHOWN HEREON.
- 7. 5 FEET ROW SHOWN DEDICATED TO THE CITY OF DEERFIELD BEACH.

THIS SKETCH TO ACCOMPANY LEGAL DESCRIPTION IS VALID ONLY WHEN ALL SHEETS ARE COMBINED, FORMING THE COMPLETE DOCUMENT.

Noriette J
Alvarez

Digitally signed by Noriette J Alvarez
DN: c=US, o=Florida,
dnQualifier=A21410500000166E743D8C6
000179C3, cn=Noriette J Alvarez
(Date: 2023.12.04 13:10:55 -0500)

ON THE DATE ADJACENT TO THE SEAL

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THIS IS NOT A SURVEY

HSQ GROUP
1001 YAMATO ROAD SUITE: 105
BOCA RATON, FLORIDA 33431
TEL 561-392-0221
STATE OF FLORIDA DEPARTMENT OF AGRICULTURE
CERTIFICATE OF AUTHORIZATION LB-7924

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- P.O.B. = POINT OF BEGINNING
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- N.W. = NORTHWEST
- R/W = RIGHT OF WAY
- SEC. = SECTION
- S.E. = SOUTHEAST
- S.W. = SOUTHWEST

REVISED SKETCH	12/04/2023	NJA	NJA	N/A
SKETCH AND LEGAL DESCRIPTION	11/15/2023	RC	NJA	N/A
REVISIONS	DATE	BY	CK'D	FIELD BK.
PROJECT: 610 N.E. 40TH STREET		SCALE: N/A		
PROJECT NO.: 230217S		SHEET 1 OF 3		

SKETCH TO ACCOMPANY LEGAL DESCRIPTION 610 N.E. 40TH STREET, DEERFIELD BEACH FL.

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF LOT 7, BLOCK 5 TALLMAN, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 40 AT PAGE 39, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT SW CORNER OF SECTION 13 TOWNSHIP 48 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA; THENCE NORTH 88°38'04", A DISTANCE OF 808.14 FEET; THENCE NORTH 01°21'56" WEST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 1594.01; THENCE NORTH 88°27'32" EAST, A DISTANCE OF 584.73; THENCE SOUTH 01°32'28" EAST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL OF LAND;

THENCE NORTH 88°27'32" EAST, A DISTANCE OF 80.00 FEET; THENCE SOUTH 00°47'58" EAST, A DISTANCE OF 5.00 FEET; THENCE SOUTH 88°27'32" WEST, A DISTANCE OF 80.00 FEET; THENCE NORTH 00°47'58" WEST, A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 400 SQUARE FEET (0.009 ACRES), MORE OR LESS.

THIS SKETCH TO ACCOMPANY LEGAL DESCRIPTION IS VALID ONLY WHEN
ALL SHEETS ARE COMBINED, FORMING THE COMPLETE DOCUMENT.

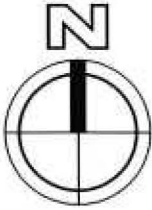
THIS IS NOT A SURVEY

ABBREVIATIONS:

P.B. = PLAT BOOK
P.C. = PAGE
P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING
N.E. = NORTHEAST
N.W. = NORTHWEST
R/W = RIGHT OF WAY
SEC. = SECTION
S.W. = SOUTHWEST

REVISED SKETCH	12/04/2023	NJA	NJA	N/A
SKETCH AND LEGAL DESCRIPTION	11/15/2023	RC	NJA	N/A
REVISIONS	DATE	BY	CKD	FIELD BK.
PROJECT: 610 N.E. 40TH STREET		SCALE: N/A		
PROJECT NO.: 230217S		SHEET 2 OF 3		

SKETCH TO ACCOMPANY LEGAL DESCRIPTION 321 N DEERFIELD AVENUE, DEERFIELD BEACH FL.

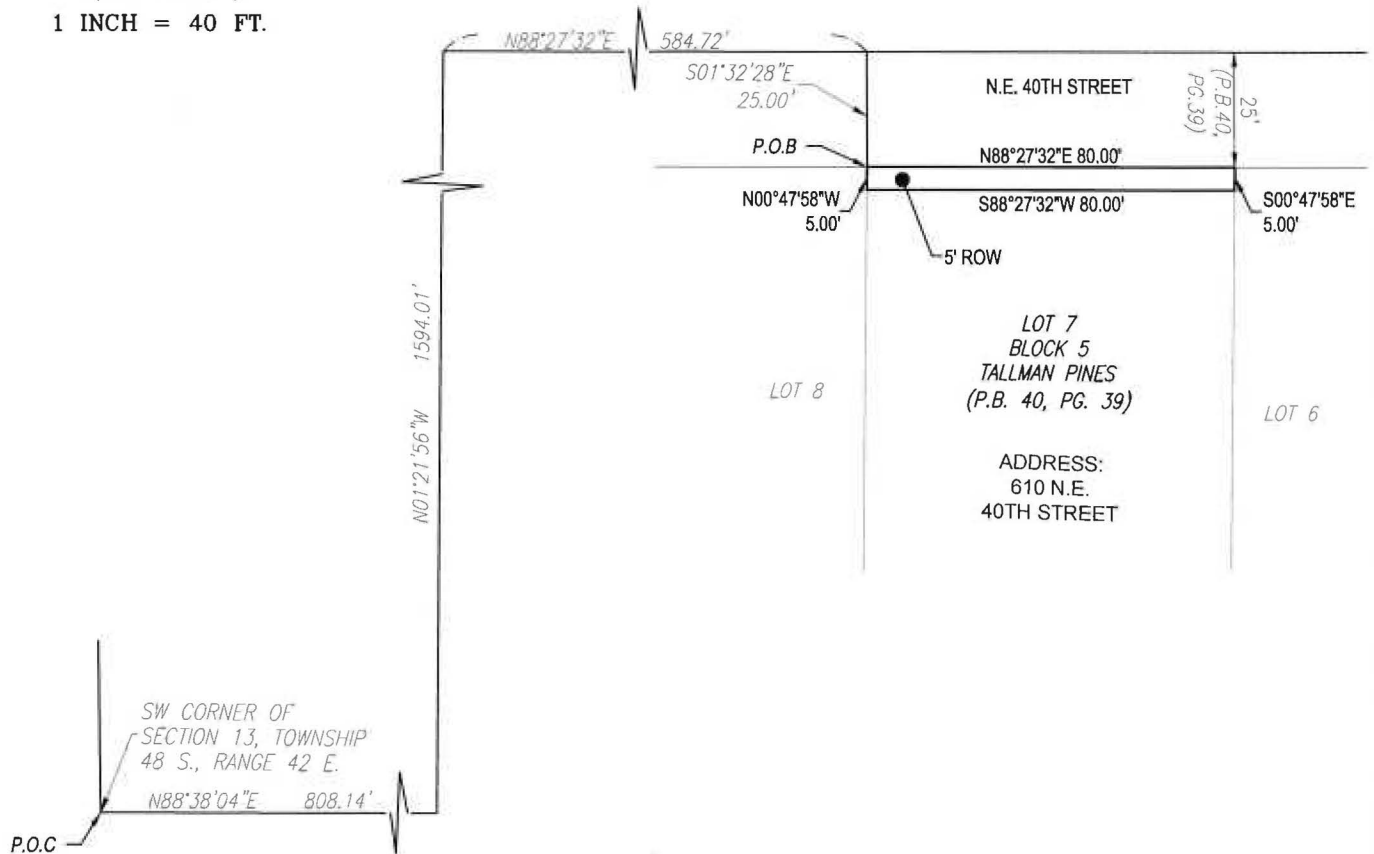


GRAPHIC SCALE



(IN FEET)

1 INCH = 40 FT.



THIS SKETCH TO ACCOMPANY LEGAL DESCRIPTION IS VALID ONLY WHEN
ALL SHEETS ARE COMBINED, FORMING THE COMPLETE DOCUMENT.

THIS IS NOT A SURVEY

ABBREVIATIONS:

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SEC. = SECTION
S.W. = SOUTHWEST

REVISED SKETCH	12/04/2023	NJA	NJA	N/A
SKETCH AND LEGAL DESCRIPTION	11/15/2023	RC	NJA	N/A
REVISIONS	DATE	BY	CK'D	FIELD BK.
PROJECT: 610 N.E. 40TH STREET		SCALE: 1"=40'		
PROJECT NO.: 230217S		SHEET 3 OF 3		



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2023-2270

Agenda Date: 12/12/2023

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 change order in the amount of \$146,379.86 to design and implement modifications to the architectural distribution of the floor space for the Johnny L. Tigner Community Center Project to accommodate the Department of Parks and Recreation staff, including audio visual infrastructure and equipment, for a total project cost of \$11,529,596.17; providing for execution of the Change Order, implementation and an effective date. (Funds from Account #358-5060-572-61-12 - 2018 Revenue Bond Fund - Construction)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$146,379.86

Account Name: 2018 Revenue Bond Fund - Construction

Account Number: 358-5060-572-61-12

Background/History

On July 8, 2021, the City entered into an agreement with MBR Construction, Inc., ("MBR") for the design-build construction of the Johnny L. Tigner Community Center. Notice to Proceed was issued to the Contractor on January 20, 2022, and the Project permit was issued by the Building Department on March 22, 2023.

In October 2023, the Department of Parks and Recreation identified the need to modify the floor plan spatial distribution to accommodate relocation of Departmental staff into the new building.

Additionally, the original scope for the project did not include the infrastructure and equipment for the audiovisual requirements of the Community Center with the addition of these staff spaces.

Current Activity

MBR provided City Staff with a proposal for the project with the additional scope for additional design services and construction costs for the floor plan spatial modifications as well as the audiovisual infrastructure necessary to support the building's telecommunications equipment. This proposal would increase the purchase order by \$146,379.86. The City Staff reviewed the proposal and found it reasonable and consistent with the requested services.

Recommendation

It is recommended the City Commission of the City of Deerfield Beach approve the change order for the Johnny L. Tigner Community Center project in an amount not to exceed \$146,379.86 to

implement modifications to the architectural distribution of the space to accommodate the Parks & Recreation Department personnel and to install the infrastructure for the A/V system.

RESOLUTION NO. 2023/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING A CHANGE ORDER IN THE AMOUNT OF \$146,379.86 TO DESIGN AND IMPLEMENT MODIFICATIONS TO THE ARCHITECTURAL DISTRIBUTION OF THE FLOOR SPACE FOR THE JOHNNY L. TIGNER COMMUNITY CENTER PROJECT TO ACCOMMODATE THE DEPARTMENT OF PARKS AND RECREATION STAFF, INCLUDING AUDIO VISUAL INFRASTRUCTURE AND EQUIPMENT, FOR A TOTAL PROJECT COST OF \$11,529,596.17; PROVIDING FOR EXECUTION OF THE CHANGE ORDER, IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, the City issued Request for Proposals #21-05-PC for Design-Build Construction Services for the Johnny L. Tigner Community Center (the “RFP”) to the firms shortlisted as part of Request for Qualifications #20-06-IG for Design Build Services; and

WHEREAS, on May 18, 2021, the City Commission approved the Evaluation Committee rankings with MBR Construction, Inc. (“MBR”) as the top ranked firm, and authorized execution of a contract with MRB for the design-build project; and

WHEREAS, on July 8, 2021, the City entered into an agreement (the “Agreement”) with MBR Construction, Inc. (“MBR”) for the design-build construction of the Johnny L. Tigner Community Center (the “Project”); and

WHEREAS, on January 20, 2022, the City issued a Notice to Proceed to MBR for the Project and a building permit was issued on March 22, 2023; and

WHEREAS, in October of 2023, the Department of Parks and Recreation identified the need to modify the floor plan distribution to accommodate the Department’s staff in the new building; and

WHEREAS, additionally, the original scope for the Project did not include the infrastructure and equipment for the audiovisual requirements of the Community Center with the addition of these staff spaces; and

WHEREAS, MBR provided City staff with an updated proposal for the Project for the additional scope of work related to the audio-visual infrastructure and equipment and the additional design services and construction costs for the floor plan modifications, which would increase the Project Cost by \$146,379.86 (the “Change Order”); and

WHEREAS, Section 38-120 of the City Code requires City Commission approval for change orders to construction contracts that increase the contract amount more than \$30,000 or ten percent of the original construction contract amount; and

WHEREAS, staff recommends that the City Commission approve the Change Order for the Project in the amount of \$146,379.86, for a total Project cost of \$11,529,596.17.

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

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

Section 2. The City Commission hereby approves the Change Order in the amount of \$146,379.86 pursuant to the terms of the Agreement, to provide for the audio-visual infrastructure and equipment with additional design services and construction costs for the floor plan modifications, for a total Project cost of \$11,529,596.17.

Section 3. The appropriate City officials are authorized to execute the Change Order with MBR in an amount not to exceed \$146,379.86.

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.

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

November 20th, 2023

City of Deerfield Beach

401 SW 4th Street, Deerfield Beach, FL 33441

Attn: **Josef Farbiaz, Project Manager**

Project: **RFP 21-05-PC Design-Build Johnny L. Tigner Community Center**

445 SW 2 Street Deerfield Beach, FL 33441

Construction Change Proposal # 7

	Qty.	unit	Unit price	total
1 Hollow metal doors and interior window frames				
Delete 3 window frames type T (first floor)	3	ea	-\$200.00	-\$600.00
Add (2) Window frames type Q (first floor)	2	ea	\$450.00	\$900.00
Relocate door 217 (no cost impact)	1	ea	\$0.00	\$0.00
Delete doors 214 & 215	2	ea	-\$900.00	-\$1,800.00
Add doors 213A, 213B for rooms 217 and 216	2	ea	\$600.00	\$1,200.00
Add (2) door frames for rooms 217 and 216	2	ea	\$200.00	\$400.00
Add doors 213C from breakroom to main corridor	1	ea	\$550.00	\$550.00
Add electrified locksets @ doors 211, 212, & 213	3	ea	\$450.00	\$1,350.00
Subtotal				\$2,000.00
2 Interior Bullet prof and interior glazing changes				
Delete interior bullet prof treatment for drywall	1	LS	-\$2,100.00	-\$2,100.00
Add rolling shutter	1	LS	\$3,200.00	\$3,200.00
Delete interior bullet prof window type P (qty. 1) and and type Q (qty. 1)	1	LS	-\$9,074.00	-\$9,074.00
Add (2) type T (W17) as YHS50-FS impact resistant windows finished in dark bronze and glazed with 9/16" clear laminated impact resistant glass.	1	LS	\$6,700.00	\$6,700.00
Add (3) glass inserts for doors	3	ea	\$150.00	\$450.00
Subtotal				-\$824.00
3 2nd floor storage room conversion to office space and conversion to break room				
Upgrades to flooring	1	LS	\$4,000.00	\$4,000.00
Acoustical ceiling	1	LS	\$2,500.00	\$2,500.00
upgrade lighting	1	LS	\$2,500.00	\$2,500.00
Drywall	1	LS	\$2,500.00	\$2,500.00
Subtotal				\$11,500.00
4 Access controls				
Add card readers	1	LS	\$6,525.00	\$6,525.00
Conduits and boxes	3	ea	\$2,500.00	\$7,500.00
Subtotal				\$14,025.00
5 HVAC modifications				
HVAC modifications for breakroom and 2 new offices	1	LS	\$15,000.00	\$15,000.00
Subtotal				\$15,000.00
6 Fir Sprinkler Modifications				
Southern Fire	1	LS	\$4,500.00	\$4,500.00
Subtotal				\$4,500.00
7 Window tinting at Gymnasium				
Bronze or Grey	1	ea	\$6,000.00	\$6,000.00
Subtotal				\$6,000.00
8 Break Room				

Delete closet	1	LS	-\$1,000.00	-\$1,000.00
Add Kitchen cabinets/counter tops	1	LS	\$15,000.00	\$15,000.00
Add Plumbing	1	LS	\$5,000.00	\$5,000.00
Add refrigerator	1	LS	\$2,800.00	\$2,800.00
Upgrades to flooring	1	LS	\$500.00	\$500.00
ceiling grid	1	LS	\$150.00	\$150.00
upgrade lighting	1	LS	\$500.00	\$500.00
Drywall	1	LS	\$2,500.00	\$2,500.00
Subtotal				\$25,450.00

9 A/V Infrastructure				
As per Technology Drawings: T0.01, T1.01, T1.02, T2.01 & T2.02. dated: 05-18-2023. and attached scope of work.	1	LS	\$12,830.00	\$12,830.00
1- Provide double gang black box @18" A.F.F. with 3/4" conduit to above accessible ceiling for Audio/Video & network cabling (Typ. Of 15)				
2- Provide single gang black box @60" A.F.F. with 3/4" conduit to above accessible ceiling for Audio/Video & network cabling (Typ. Of 16)				
3- Audio/Video Connectivity shall be mounted in (2) gangs of the (6) available gangs of the floor box indicated on power plan (Typ. Of 2)				
4- Provide double gang back box @ 48" A.F.F with 3/4" conduit to above accessible ceiling for Audio/Video and network cabling. (Typ. Of 10)				
5- Provide single gang back box @ 72" A.F.F. with 3/4" conduit to above accessible ceiling (4) CAT 6 cables to for Audio/Video and network cabling. (Typ. Of 4)				
6- Audio/Video Rack location. Provide (1) 30A circuit (L14-30R) mounted to adjacent wall and into interior accessible network rack location (Typ. Of 2)				
7- Exterior wall mounted speaker location, provide single gang box with 3/4" conduit routed ceiling space. Coordinate exact height (Recommended min. height of 9'-0"). (Typ. Of 10)				
8- Provide single gang back box @ 84" A.F.F. with 3/4" conduit to above accessible ceiling for Video/Video and network cabling. (Typ. Of 6)				
9- Provide (2) duplex receptacles at projector location for projector and Audio/Video hardware. Provide (2) CAT 6 cables to AVR-01 location. (Typ. Of 6)				
Subtotal				\$12,830.00

11 Additional Design				
WZA	1	ea	\$35,000.00	\$35,000.00
Subtotal				\$35,000.00

12 Additional time				
90 calendar days	1	ea	\$0.00	\$0.00
Subtotal				\$0.00

Subtotal				\$125,481.00
Overhead 10%				\$12,548.10
Profit 5%				\$6,901.46
Bond Fee 1%				\$1,449.31
Total				\$146,379.86
ADDS TOTAL				\$146,379.86

Federica Douaihi
Federica Douaihi, Project Manager
MBR Construction, Inc

Josef Farbiarz
Josef Farbiarz, Project Manager
City of Deerfield Beach



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2023-2276

Agenda Date: 12/12/2023

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 and adopting the City's Comprehensive Emergency Management Plan; 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

The Comprehensive Emergency Management Plan (CEMP) is a strategic document for emergency response and recovery in accordance with the National Incident Management System (NIMS). The City of Deerfield Beach Office of Public Safety, Emergency Management will coordinate the activation, review, and revision of this plan in coordination with the City Manager along with other internal departments and outside agencies. The CEMP will be continuously evaluated, updated, and revised to meet the changing needs of our City and available resources.

Current Activity

This plan gives guidance in mitigating, preparing for, responding to, and recovering from emergencies or disasters threatening life and/or property within the City of Deerfield Beach. The CEMP is an active guide that is monitored and administered by the Office of Public Safety, Emergency Management.

Recommendation

Approval is recommended.

RESOLUTION NO. 2023/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING AND ADOPTING THE CITY'S COMPREHENSIVE EMERGENCY MANAGEMENT PLAN; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 252.38, Florida Statutes, establishes the emergency powers of political subdivisions in the State of Florida; and

WHEREAS, Section 252.38(2), Florida Statutes, expressly authorizes and encourages municipalities to create municipal emergency management programs and the municipalities shall coordinate their programs and activities with those of the county emergency management agency; and

WHEREAS, the Comprehensive Emergency Management Plan (the "CEMP") is a strategic document for emergency response and recovery in accordance with the National Incident Management System ("NIMS"), which was adopted by the City of Deerfield Beach (the "City"); and

WHEREAS, NIMS provides the general emergency structure and guidance under which the City CEMP is formulated; and

WHEREAS, the CEMP provides guidance to the City in mitigating, preparing for, responding to, and recovering from emergencies or disasters threatening the life and/or property within the City; and

WHEREAS, the CEMP is continuously evaluated, updated and revised to meet the changing needs of the City and available resources; and

WHEREAS, the County and State Emergency Plans provide direction to the City in situations not specifically modified or addressed by the City in its CEMP; and

WHEREAS, while the City's CEMP is intended to be consistent with and coordinated with the County and State Emergency Plans, the City's CEMP is strategic to the particular needs of its citizens and the organization of its government; and

WHEREAS, the Office of Public Safety, Emergency and Management coordinates the review, revisions and activation of the CEMP with the City Manager along with other internal departments and outside agencies; and

WHEREAS, the Office of Public Safety, Emergency and Management has prepared the City's CEMP, attached as Exhibit "1", and recommends that the City Commission approve the CEMP; and

WHEREAS, the City Commission finds and declares that the adoption of this Resolution is necessary, appropriate and in the public interest of the citizens of the City of Deerfield Beach.

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

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

Section 2. The City Commission hereby approves and adopts the City’s Comprehensive Emergency Management Plan, attached as Exhibit “1”.

Section 3. 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

Comprehensive Emergency Management Plan



City of Deerfield Beach

Office of Public Safety

150 NE 2nd Ave
Deerfield Beach, FL 33441

Office: 954-299-1201

Plan Update: January 2024

2024

Comprehensive Emergency Management Plan (CEMP)

City of Deerfield Beach, Florida

January 2024

**STATEMENT OF CONSISTENCY with
STATE OF FLORIDA
and
BROWARD COUNTY
COMPREHENSIVE EMERGENCY MANAGEMENT PLANS**

Florida Statutes, Chapter 252, authorizes and encourages each locally constituted municipality to establish an Emergency Management Program. Municipal Comprehensive Emergency Plans (CEMPs) are the municipal counterparts of the State plan and must be consistent with and subject to the applicable County CEMP.

The City of Deerfield Beach has adopted the National Incident Management System (NIMS) by Resolution. The NIMS provides the general emergency management structure and guidance under which the City of Deerfield Beach Comprehensive Emergency Management Plan (CEMP) is formulated. The City CEMP, while intended to be consistent with and coordinated with the County and State emergency plans, is strategic to the particular needs of its citizens and the organization of its government. In situations not specifically addressed or modified by the City CEMP, or those situations where the City does not have the resources or organization required, the County and State plans provide the direction for the City.

CEMP

ACKNOWLEDGMENTS

Copies of this manual are distributed, courtesy of the City of Deerfield Beach, to all Deerfield Beach CEMP participants. Non CEMP participants may obtain a copy at a price to cover printing and postage, from the City of Deerfield Beach Emergency Management, 1441 FAU Research Park Blvd., Deerfield Beach, Florida

CEMP

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CEMP

HOW TO USE THIS DOCUMENT



How to Use This Plan

Note: The CEMP is a generic, strategic plan for emergency response and recovery in accordance with the National Incident Management System (NIMS). The "Basic Plan" section provides a general overview and summary of the purpose, responsibilities, and operational concepts. Each additional section will cover specific information related to the phases of emergency management: Mitigation, Preparedness, Response, and Recovery.

While the concept of operations should always remain the same, the General Staff Sections activated will be dependent on the emergency/disaster type and scope.

1. Read the "Basic Plan". Take note of your department's/agency's general responsibilities contained within the "Basic Plan".
2. Look at the "Primary/Support Matrix" Appendix. Find the name of your department/agency. Note the emergency functions your department/agency appears in. Within each function your department/agency is a part of, you will find additional specific responsibilities and tasks.
3. Your department/agency must develop and maintain "Standard Operating Procedures (SOPs)" in such detail as necessary to result in successful activation and completion of your responsibilities as stated.

Helpful Hint: Make a list of your general responsibilities and specific responsibilities. This responsibilities listing is the basis for internal, tactical SOPs and personnel action guides.

CEMP

BASIC PLAN



Basic Plan

The Basic Plan contains the following sections:

- I. Introduction
- II. Situation
- III. Concept of Operations
- IV. Responsibilities
- V. Financial Management
- VI. References and Authorities
- VII. Attachments
 - A. Primary/Support Matrix
 - B. Glossary of Terms, Acronyms
 - C. City of Deerfield Beach Organizational Chart
 - D. Declaration of Emergency Comparison of Florida Statutes
 - E. Sample Resolution of the City of Deerfield Beach Declaring a State of Local Emergency
 - F. Sample Resolution of the City of Deerfield Beach Repealing a State of Local Emergency
 - G. Mayor's Emergency Powers - Additional

CEMP

INTRODUCTION



Introduction

This plan provides:

- Guidance in mitigating, preparing for, responding to, and recovering from emergencies or disasters threatening life and/or property within the City of Deerfield Beach.
- A framework to guide organizational behavior (response) during emergency or disaster incidents.
- A framework of interdepartmental, interagency, and community-wide cooperation to enhance disaster mitigation, preparedness, response, and recovery.

Each Department and participating Agency is to become familiar with this plan to ensure efficient and effective execution of emergency responsibilities during activations. Each Department and participating Agency must develop and maintain Standard Operating Procedures (SOPs). By being prepared we can better serve the citizens of Deerfield Beach.

The CEMP is a strategic document that will continue to be evaluated, updated, and refined to meet our changing needs. City Departments and outside Agencies have contributed to this plan. Deerfield Beach Office of Emergency Management will continue to coordinate activation, review, and revision of this plan; and, will work with Departments and Agencies in the continuous emergency management process.

PURPOSE (MISSION)

1. The City of Deerfield Beach Office of Emergency Management, in cooperation with City Administration, City Departments, outside Agencies, and other members of our community; and, in an effort to maximize the efficiency and effectiveness of available resources, endeavors to mitigate, prepare for, respond to, and recover from natural and/or man-made disasters which threaten the lives, safety, and/or property of the citizens of Deerfield Beach by:
 - Identifying natural and man-made hazardous threats to life, property, and/or the environment known or thought to exist.
 - Assigning emergency management responsibilities and tasks.
 - Describing predetermined actions (responsibilities, tasks) to be taken by City Departments and other cooperating agencies, organizations, and institutions to eliminate or mitigate the effects of these threats, to respond effectively, and to recover from an emergency or disaster.
 - Providing for effective assignment and utilization of City employees.
 - Documenting the current capabilities and existing resources of the City and other cooperating agencies, organizations, and institutions which must be maintained to enable accomplishment of those predetermined actions.
 - Providing for continuity of City government during and after an emergency or disaster.
 - Enhancing cooperation (mutual aid agreements and memorandums of understanding) and coordination with cooperating community agencies, neighboring jurisdictions, and county, state, and federal agencies.
 - Providing for a City emergency management team comprised of representatives from all departments as identified and utilized through this plan development for: Continuing

review and revision of the plan; Exercise planning and evaluation; Reviewing and offering recommendations on Deerfield Beach emergency management initiatives.

2. To provide guidance for:
 - Mitigation, preparedness, response, and recovery policies and procedures.
 - Disaster and emergency responsibilities.
 - Training and public education activities.

SCOPE

1. This plan is "operations and task" oriented, and addresses:
 - Coordinated regional and interregional evacuation, shelter, and post-disaster response and recovery.
 - Rapid deployment and pre-deployment of resources.
 - Communications and warning systems.
 - Annual exercises to determine the ability to respond to emergencies.
 - Clearly defined responsibilities for Deerfield Beach departments through an Incident Command System (ICS) approach to managing an event.
2. This plan describes the basic strategies, assumptions, and mechanisms through which Deerfield Beach will mobilize resources and conduct activities to guide and support local emergency management efforts through response and recovery. To facilitate effective intergovernmental operations, this plan adopts a structured approach in accordance with the National Incident Management Systems Incident Command format. Each Incident Command Section is headed by a Deerfield Beach Department or a Broward County lead agency, which has been selected based on its authorities, resources, and capabilities in the functional area.
3. Definitions.
 - The term "Emergency" means any occurrence, or threat thereof, whether natural, technological, or man-made, in war or in peace, which results or may result in substantial injury or harm to the population or substantial damage to or loss of property.
 - "Disaster" means any natural, technological, or civil emergency causing damage of sufficient severity and magnitude to result in a declaration of a state of emergency by a local, state, or federal elected official.

METHODOLOGY

1. This plan was developed by a planning process coordinated by Deerfield Beach Office of Emergency Management.
2. This plan is promulgated by resolution pursuant to the City Charter, see letter this section.
3. Departmental letters of acknowledgment accepting the planning process and the plan responsibilities are included in the Appendix of this document.

4. A distribution list containing Department/Agency names and the number of copies of the Comprehensive Emergency Management Plan (CEMP) issued is included in the Appendix of this document and managed by the Deerfield Beach Office of Emergency Management.
5. Plan maintenance and record of changes. (See Record of Changes Form, this section.)
 - Deerfield Beach Office of Emergency Management ensures necessary changes and revisions to the plan are prepared, coordinated, published, and distributed.
 - The plan will undergo revision whenever:
 - The plan fails during an emergency.
 - Exercises, drills reveal deficiencies or “shortfall(s).”
 - City government structure changes.
 - Community situations change.
 - State requirements change.
 - Any other condition occurs causing conditions to change.
 - Deerfield Beach Office of Emergency Management will maintain a formal distribution list of individuals and organizations with copies of the plan. Those on this list will automatically be provided updates and revisions. Plan holders are expected to post and record these changes. Revised copies will be dated to show where changes have been made.

LETTER OF PROMULGATION

Pursuant to Article _____, Chapter _____, of the City Charter and Florida Statute 252, I am promulgating the City of Deerfield Beach Municipal Comprehensive Emergency Management Plan (CEMP) to provide guidance in mitigating, preparing for, responding to, and recovering from emergencies and disasters threatening life or property within the City of Deerfield Beach.

Each department and participating agency is to become familiar with this plan to ensure efficient and effective execution of emergency responsibilities. Each department and participating agency must develop and maintain implementation instructions. We can better serve the citizens of Deerfield Beach by being prepared.

This is a strategic document that will continue to be evaluated, updated and refined to meet our changing needs. City departments and Broward County have contributed to this plan. The Deerfield Beach Office of Emergency Management will continue to coordinate input and updates to this plan and work with departments and agencies in the continuing emergency planning process.

Thank you for your continued support to our community emergency management program.

Date

Mayor

Date

City Manager

RECORD OF CHANGES

Nature of Change	Date of Change	Page(s) Affected	Changes Made by (Signature)
Plan updated	1/1/2024	all	Richard J Sievers

CEMP

SITUATION



Situation

HAZARD ANALYSIS

A County "Hazard Vulnerability Analysis (HVA)" is included in the Broward County CEMP; and it reflects the potential threat to the City of Deerfield Beach.

Hazard Overview

1. Due to its location and geological features, the City of Deerfield Beach is vulnerable to the damaging effects of certain hazards. A list of these hazards is found in the chart below.
2. Disaster response efforts are often hampered by equipment and facility damage, communication failures, inclement weather, responder injury and death, and many other limiting factors. In the event of an emergency or disaster exceeding the available resources of the City; the public should expect and be prepared for a minimum 72-hour delay for emergency response services.

Hazards Affecting the City of Deerfield Beach (As per Broward County HVA)

<u>Natural</u>	<u>Technological</u>	<u>Human/Societal</u>
• Hurricane • Tornado • Tropical Storm • Lightning • Floods • Drought • Severe Weather • Wildfires	• Hazardous Materials • Transportation Accessibility • Structural Fire • Communication Failure • Power Failure • Nuclear Accident	• Civil Disturbance • Mass Immigration • Terrorism • Military Conflict

Hazard Rating Summary

Catastrophic	• Terrorism • Military Conflict		• Hurricane	
Critical	• Nuclear Accident			• Tornado • Tropical Storm
Limited		• Floods	• Drought • Civil Disturbance	• Lightning • Structural Fire
Negligible			• Mass Immigration	• Severe Weather • Wildfires • Hazardous Materials • Transportation Accessibility • Communication Failure • Power Failure
	Not Occurred	Low	Medium	High

Frequency

- High: At least one occurrence every 1-4 years
- Medium: At least one occurrence every 5-10 years
- Low: At least one occurrence every 11-100 years
- N/O: Has not occurred, but for planning purposes should be evaluated as part of jurisdictions HVA.

Severity

- Catastrophic: More than 50 deaths/injuries; complete shutdown of critical facilities for 30 days or more; more than 50% property damage; severe long term effects on economy; severely affects the state/local/private sectors capabilities to begin or sustain recovery activities; overwhelms local and state response resources.
- Critical: 10-50 deaths/injuries; shutdown of critical facilities for 8-30 days; 25-50% property damage; short-term effect on economy; temporarily (24-48 hours) overwhelms response resources.
- Limited: Less than 10 deaths/injuries; shutdown of critical facilities for 3-7 days; 10-25% property damage; temporary effect on economy; no effect on response resources.
- Negligible: Minor injuries, no deaths; shutdown of critical facilities for less than 3 days; less than 10% property damage; no effect on economy; no effect on response resources.

Hazard Category	Summary of Projected Impact Potential																			
	Excessive Wind	Excessive Water	Damaging Hail	Soil/Beach Erosion	Electric Power Outage	Surface & Air Transportation Disruption	Navigable Waterway Impairment	Potable Water System Loss Disruption	Sewer System Outage	Telecommunications Systems Outage	Human Health & Safety	Psychological Hardship	Economic Disruption	Disruption of Community Services	Agricultural\Fisheries Damages	Damage to Critical Environmental Resources	Damage to Identified Historical Resources	Fire	Toxic Releases	Stormwater Drainage Impairment
Natural																				
Hurricane	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Tornado	X		X		X	X		X	X	X	X	X	X	X	X	X	X	X	X	X
Tropical Storm	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Lightning	X	X	X		X						X							X		
Floods		X		X	X	X	X	X	X	X	X	X	X	X	X	X	X	X		X
Drought							X	X					X		X	X		X		
Severe Weather	X	X	X		X						X									
Wildfires					X	X				X	X	X	X				X	X	X	
Technological																				
Hazardous Materials						X	X	X	X		X	X	X	X				X		
Transportation Accessibility						X					X	X	X	X						
Structural Fire					X	X					X	X	X	X			X	X	X	
Communication Failure						X				X	X	X	X	X						
Power Failure					X	X				X	X	X	X	X						
Nuclear Accident						X					X	X	X	X						
Human/Societal																				
Civil Disturbance					X	X					X	X	X	X			X	X		
Mass Immigration											X	X	X	X						
Terrorism					X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	
Military Conflict					X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X

Deerfield Beach Geographical Information

In 1890, a small settlement called Hillsboro sprang up a mile or so west of the Intracoastal Waterway along the Hillsboro River. In 1898, a post office was established serving 20 settlers and the town was named Deerfield for the many deer that liked to graze along the Hillsboro River. The early settlers were farmers growing pineapples, tomatoes, green beans, and squash. Fishing also was a good business.

In the early 1900's, the Florida East Coast Railroad constructed tracks on its way to Miami bisecting Deerfield's pineapple patches. The town of Deerfield remained primarily an agricultural community until the 1940's and the name was changed to Deerfield Beach.

Today, Deerfield Beach continues to grow and our beautiful area consisting of Deerfield Beach, Lighthouse Point, and Hillsboro Beach lies along southeast Florida's gold coast and the metropolitan community of Broward County. Deerfield Beach is home to over 86,000 residents and many employers including distribution, manufacturing, administrative, and tourism industries. The City of Deerfield Beach provides services and a quality of life helping residents and employers alike enjoy South Florida living and prosper in an ever-growing international economy.

1. *Major Customers*

- Over 86,000 annual residents.
- Nationally recognized corporate leaders including JM Family Enterprises, National Distributing of South Florida, Publix Corporation, Double Eagle Distributing, and United Parcel Service.
- Office business parks including Newport Center, Deerfield Office Park, the Quorum, and Fairway Park.
- International manufacturing companies such as Rexall/Sundown Vitamins, Sun-Sentinel Newspaper, and MWI Corporation.
- Hospitality industry giants including Deerfield Beach Embassy Suites Resort, Deerfield Beach Hilton, Quality Suites, and Comfort Suites; along with numerous fine accommodation facilities.
- Recreation leaders including Deer Creek Golf Club, Deer Creek Racquet Club; award-winning municipal beach and pier; and deep-sea fishing industry.
- Restaurant industry with many fine dining establishments.

2. *Principal Products and Services*

- Public Safety Services.
- Leisure and Cultural Programs and Activities.
- Senior and Pre-Kindergarten Services.
- Public Land/Open Space Management.
- Solid Waste Collection and Disposal Services.
- Comprehensive Recycling Program.
- Water Production and Distribution System.
- Wastewater Distribution Maintenance and Construction Program.

- Beautification Program and Grounds Maintenance.
- Roads and Bridges Construction and Maintenance.
- Stormwater Management Program.
- Fleet and Facilities Management Program.

3. *Demographics.*

- Resident Population Characteristics (2020 Census).
- Population: 86,859
- Median Age: 43.8
- Miscellaneous Statistical Information.
 - Date of incorporation June 1925
 - Date first charter adopted 1925
 - Date present charter adopted 1975
 - Form of government - Mayor/Commission
 - Area 16.5 square miles
- Miles of streets and alleys:
 - Paved 146.6
 - Sidewalks 135.0
- Fire protection:
 - Number of stations 6
 - Number of employees 145
- Miles of sewers:
 - Storm 28.62
 - Sanitary 137.0
 - Force mains 35.58
- Municipal water department:
 - Number of meters 14,106
 - Number of units 32,848
 - Plant capacity 23,125 million gallons per day
- Recreation:
 - Number of parks 54
 - Public beach 5,700 feet
 - Municipal pier 920 feet
- Year-round average temperature 77 degrees
- Average number of sunny days in Deerfield Beach per year 363

4. *Economic Profile (2000 Census).*

- Employment by Sectors:

Sector	Percentage
Retail Trade	150 %
Finance, Insurance & Real Estate	3.8 %
Educational	6.7 %
Manufacturing	5.7 %
Professional	5.9 %
Transportation & Public Utilities	3.4 %
Construction	7.5 %
Wholesale Trade	2.9 %
Agriculture, Forestry & Fishing	0.1 %

- Median Household Income: \$49,650
- Median Family Income: \$66,056
- Median Home Value: \$245,500

5. *Emergency Management Support Facilities.*

- A. The elements listed on the "Essential Services, Critical Facilities, and Infrastructure" chart below comprises the likely available emergency management support facilities. Deerfield Beach has identified certain "critical facilities" that may be either emergency incident sites due to disaster impacts, or could be used as emergency management support facilities provided they are not impacted by the event. Deerfield Beach will strive to maintain certain "essential services" and maintain/restore the community's "infrastructure" during times of disaster.

Note: This listing represents a complete list. Those identified in "italics*" do not apply to Deerfield Beach.

ESSENTIAL SERVICES	CRITICAL FACILITIES
• Alert and Warning • Commodities Distribution • Communications • Community EOC • Continuity of Government Services • Emergency Medical Services • Emergency Public Information • Energy/Utilities • Financial Services • Fire • Food/Water Distribution • Health • Law Enforcement • Mass Care • Public Works/Engineering • Search and Rescue • Shelter • Support to Special Populations or High Occupancy Structures, Facilities, Special Events • Transportation	• <i>Airport*</i> • <i>Amusement Park/Zoo*</i> • Banks/ATMs/Credit Unions • Bridges/Freeway Overpasses • Business Establishments • <i>Campgrounds*/Parks/Recreation Areas</i> • Computer Data Bases/Service Centers • <i>Convention Center*</i> • Emergency Operations Center (EOC) Room/Building • Fire Stations/Dispatch Center • Food Storage Facilities • Fuel Storage • Government Offices • High Occupancy Structures • Hospital/Nursing Homes/Clinics/Pharmacies/Ambulance Stations • Hotels/Motels/Resort Complexes • Kitchens • Light Industry • Microwave Towers/Satellite Ground Terminals • Public Assembly Areas: Theaters/<i>Civic Center*/Concert Hall*</i> • TV/Radio Stations • Police Station/Jail/Dispatch Center • Power Plant/Sub Stations • Railroad Yards • Restaurants • Schools • <i>Shopping Malls*</i> • <i>Stadiums*/Sports Arenas*</i> • Telephone Switching/Relay Stations • Warehouse/Equipment Storage Complexes • Wastewater/Sewage Treatment Facilities • Water Treatment Facilities/Pumping Stations
INFRASTRUCTURE	
• <i>Airport*</i> • Computer Systems • Electrical • Natural Gas • Radio/TV/Print Media • Railroad • Roads/Highways • Telephone • Water/Sewer • Waterways, Navigable: Salt & Fresh Water	

- B. The above chart provides a "situation summary" of the City of Deerfield Beach's essential services, critical facilities, and infrastructure. These are defined as follows:
- **Essential Services:** Community services normally provided on a daily basis. Each service is dependent upon certain critical facilities and infrastructure. Deerfield Beach will strive to provide these services during disasters through activation of the Emergency Operations Center.
 - **Critical Facilities:** Specific Deerfield Beach structures or facilities supporting the delivery of essential services.

Critical facilities can also be defined as locations having large concentrations of people either temporarily or permanently such as high occupancy structures, special population facilities, or special community events. These situations can cause an "overload" on the community's essential services (special events themselves could be considered a hazard), or cause an immediate focusing of essential services when disaster occurs (response to schools, day care centers, hospitals, etc.). We have included community support to these situations as an "essential service."
 - **Infrastructure:** "Systems" upon which critical facilities and essential services are dependent.

6. *Broward County Hazards Summary.*

A. Emergency Conditions.

A major natural, technological, or terrorism related emergency will overwhelm the capabilities of Broward County and its municipalities to provide prompt and effective emergency response as well as short-term emergency recovery measures. Transportation infrastructure may be damaged and local transportation services could be disrupted. The potential exists for widespread damage to commercial telecommunications facilities which could impair the ability of governmental and emergency response agencies to communicate.

Homes, public buildings, and other critical facilities and equipment may be destroyed or severely damaged. Debris may make streets and highways impassable. The movement of emergency supplies and resources could be seriously impeded. Public utilities may be damaged and either fully or partially inoperable. Some county and municipal emergency personnel could be victims of the emergency preventing them from performing assigned emergency duties. Numerous hazardous conditions and other emergencies as a result of the major event can be anticipated.

Thousands of victims may be forced from their homes and large numbers of injured and deceased can be anticipated. Many victims may be in life-threatening situations requiring immediate rescue and medical care. A wide variety of supplies necessary for emergency survival could be in short supply. Hospitals, nursing homes, pharmacies, and other medical and health facilities may be severely damaged or destroyed. Medical and health care facilities able to remain in operation could be overwhelmed by the number of victims requiring medical attention. Medical supplies and equipment could be in short supply.

Damage to fixed facilities which generate, produce, use, store, or dispose of hazardous materials can result in the release of hazardous materials into the environment. Food processing and distribution capabilities may be severely damaged or destroyed. Minimal to total disruption of energy sources and prolonged electric power failure can be anticipated.

B. Vulnerability Analysis.

Broward County has a population estimated at approximately 1.7 million people. As the second most populated county in Florida, Broward could easily experience a loss of life and property of catastrophic proportion from a series of potential hazards. The following statistical statements are provided relative to the County's vulnerability.

C. Persons with Special Needs.

Currently, there are 1,000 persons registered as people with special needs for evacuation assistance throughout the County. It is anticipated that there will be more people actually requiring assistance than are currently registered.

7. *Broward County Hazard Analysis*

Broward County is vulnerable to a host of hazards. The following is a synopsis of the more typical ones:

A. Hurricanes and Tropical Storms.

Broward County, Florida is one of the most vulnerable areas in the nation to the impacts of hurricanes and tropical storms. Broward County has a coastline of over 23 miles on the Atlantic Ocean. Hurricane season stretches six months from June 1st through November 30th. Primary and secondary effects from a hurricane include: storm surge, high winds, spontaneous tornadoes, and inland flooding. Storm surge from hurricanes and tropical storms pose the greatest threat to life and property along the coastline. Inland, tornadoes and flooding are the greatest threats.

B. Tornadoes.

The nature and character of tornadoes to which Broward County is vulnerable are much less severe than those experienced in other parts of the nation. The frequency of tornadoes experienced in the county is on the order of approximately two touchdowns per year.

Tornadoes can strike anywhere. The most common, least destructive tornadoes in Broward County are warm season tornadoes, which occur from May through August during afternoon thunderstorms. The most destructive tornadoes occur during cool season between December and April, due to cold fronts coming from the north colliding with the warm tropical air in the south. Broward County's vulnerability to wind is compounded by the high concentration of mobile home residents in certain areas of the County.

Within the localized area of tornado touchdowns, property damage is severe. All areas of the county are subject to both vulnerability and maximum threat; however, less than one percent of the population and property values can be expected to be impacted by any single tornado event.

C. Flooding.

Much of Broward County has an altitude ranging from two to ten feet above sea level and is subject to flooding during hurricanes, heavy rains, or abnormally high tides. The County's extensive coastline, inlets, levees, and drainage canals contribute to flood potential.

D. Nuclear Power Plants.

The vulnerable areas adjacent to a nuclear power plant are the 10-mile plume exposure Emergency Planning Zone (EPZ) and the 50-mile ingestion exposure EPZ. Broward County is in the 50-mile EPZ for Turkey Point Nuclear Power Facility in Dade County. This EPZ includes the ingestion exposure pathway, in which the population will be vulnerable to the health effects associated with the ingestion of contaminated food and water.

E. Hazardous Materials.

Hazardous material incidents can occur anywhere there is a road, rail-way, or fixed facility storing hazardous materials. Virtually the entire County is at risk to an unpredictable incident of some type. There are approximately 136 fixed SARA Title III facilities within the County that contain a threshold quantity of extremely hazardous materials. There is also a high risk of a hazardous material incident associated with the transportation of materials through the County via vessel, truck, and rail (See HazMat Accident Scenario Matrix).

F. Armed Violence (Civil Disturbance, Terrorism, or Military Conflict).

Although the federal government recognizes the United States has entered the post Cold War era, federal planning guidelines on military threats are in transition. For hazard analysis purposes, it is prudent to scale back on the magnitude of nuclear events for other more likely scenarios, such as a biological or chemical terrorist attack.

The focus of emergency preparedness has shifted to other threats of armed violence, such as terrorism. Terrorism is a serious issue in the United States; Florida is particularly vulnerable due to its diverse population and close proximity to politically unstable nations. Although potential targets are unpredictable, high-density population areas and military installations are the most likely targets. Terrorism increases the likelihood of mass casualty, mass fatality, and mass evacuation from a target area.

Armed violence abroad results in the threat of spontaneous mass immigration to Florida, including Broward County. Mass immigration increases the need for law enforcement, detention, and mass care. These events are typically preceded by periods of increasing tension abroad, which should be monitored.

For threats of armed violence and weapons of mass destruction, it is very likely joint jurisdictional management of the operation will take effect, coordinated at the County level between the Sheriff and the Florida Department of Law Enforcement (FDLE). For any of these scenarios, some degree of state and federal involvement may occur. The lead federal agency may be the Department of Homeland Security, FEMA, or the Department of Justice.

G. Wildfires.

Broward County's typical fire season is the dry season, from January through May. The largest number of lightning-caused fires occurs in July - August, which coincides with the height of the thunderstorm season.

H. Property Loss/Agricultural Hazards.

Agriculture is susceptible to threats of freeze, drought, exotic pests, diseases, or terrorism. The primary winter growing season is November through March; all winter crops are susceptible to frost and/or freeze damage. The rainy season is normally June through September. Increasing demands on the freshwater system has caused concerns over the increasing risk of drought conditions. Agricultural crops are vulnerable to the effects of an exotic pest, disease infestation, or chemical terrorism.

I. Transient and Homeless Populations.

Mild winters and an overall temperate climate in Broward County attract transient populations from northern areas of Florida and other states. It is estimated there are approximately 7,165 homeless persons within the county. Of these, 4,035 are provided shelter through government agencies, for-profit organizations, or non-profit organizations. The remaining 3,130 persons are unsheltered.

8. Broward County Risk Analysis

A. Hazmat Accident Scenario Matrix

<i>Transport Mode</i>	<i>Individual Vehicle</i>	<i>Multiple Vehicle/Single Mode</i>	<i>Multiple Vehicle/Two Modes</i>
Highway	Striking a fixed object • fuel tank leak • hazardous cargo	Vehicle/Vehicle Collision • fuel tank leak • hazardous cargo	Rail/Vehicle Collision • fuel tank leak • hazardous cargo
Rail Road	Derailment • fuel tank leak • hazardous cargo	Train/Train Collision • fuel tank leak • hazardous cargo	
Pipeline (Fuel)	Pipeline leak or explosion	Not applicable	Vehicle striking pipeline facility, causing leak or explosion

Note: Hazardous cargos may be solid (explosive, biomedical, radioactive), liquid (fuel, oil, chemical), or gas.

B. Risk Analysis

Likelihood of Events (Frequency) Key to Risk Analysis Table

- **Magnitude** - Size and intensity of disaster
 - Low-No or few deaths, injuries and some property loss
 - High-Mass deaths, injuries and property loss
- **Duration** - Loiter time of the disaster agent
 - Short-Several minutes to twenty-four hours
 - Medium-Twenty four hours to one week
 - Long-One week to months
- **Onset** - Speed a disaster event begins
 - No Warning-Several minutes to twenty-four hours
 - Short Warning-Twenty-four hours to one week
 - Extended Warning-One week to months
- **Distribution** - Disaster effects are spatially separated or in clustered locations
 - Single or multiple locations
- **Area Affected** - Geographic area of the disaster
 - Regional/National
 - County
 - Localized

CEMP

CONCEPT OF OPERATIONS



Concept of Operations

GENERAL

The primary objective for Deerfield Beach Emergency Management is to provide a coordinated effort from all City Departments in the preparation for; response to; and relief from injury, damage, and suffering resulting from either a localized or widespread disaster. The Deerfield Beach Emergency Management Coordinator is the focal point for City's emergency management activities. However, emergency management responsibilities extend beyond this office to all City Departments, and ultimately, to each individual citizen.

1. *Citizen and Government Roles.*

Basic responsibility for emergency planning and response lies with individuals and heads of households. When the situation exceeds the capabilities of individuals, families, and volunteer organizations, a City emergency exists. City officials will implement the City's and/or department's emergency plans and procedures to alleviate the emergency by relieving suffering, and protecting lives, property, and resources. Pre-existing mutual-aid agreements between the various government jurisdictions within and adjacent to City boundaries may be invoked as appropriate. City officials may declare a civil emergency (Florida Statutes, Chapter 252.38 (2)) to expedite access to local resources needed to cope with the incident. If the needed response exceeds these local capabilities, a disaster situation exists. City officials may declare a state of local emergency under Florida Statutes, Chapter 252.38 (2) and/or Florida Statutes 870.043. The City may further ask for county assistance, or a gubernatorial declaration and state assistance through the county. The Governor, in turn, has the option of asking for federal aid when it appears that the combined resources of City, other local, county and state agencies will be inadequate.

2. *Relationship between Emergency and Daily Operational Functions.*

In addition to the Emergency Management Coordinator, emergency management is the day-to-day function of certain City departments, such as the Police and Fire/Rescue Departments. While the routine functions of most City departments are not of an emergency nature, pursuant to this plan, all officers and employees of the City will plan to meet emergencies threatening life or property: including day-to-day obligation to assess and report the impact of an emergency or disaster event. Emergency management daily functions require monitoring conditions and analyzing information that could signal the onset of one of these events. Disasters will require City departments to perform extraordinary functions (as per Florida Statutes 252.38 (3)). In these situations, every attempt will be made to preserve organizational integrity and assign tasks which parallel the norm. However, it may be necessary to draw on people's basic capacities and use them in areas of greatest need. Day-to-day functions that do not contribute directly to the emergency operation may be suspended for the duration of any emergency. Efforts that would normally be required to perform those functions may be redirected to accomplish emergency tasks.

The Mayor and City Commission, through the City Manager, Emergency Management Coordinator and City department heads, is responsible for the direction, control, and coordination of emergency management activities in Deerfield Beach.

EMERGENCY MANAGEMENT PHASES

The City will meet its responsibility for protecting life and property from the effects of hazardous events by acting within each of four phases of emergency management.

Mitigation

Mitigation includes actions accomplished before an event to prevent causing a disaster, or to reduce the effects, save the most lives, prevent the most damage, and are the most cost effective. All City departments will enforce public safety mandates of the Deerfield Beach City Code to include land use management and building codes; and, recommend to the Mayor and City Commission legislation required to improve the emergency readiness of the community.

Preparedness

City departments will remain vigilant to crises within their areas of responsibility. City emergency service departments will prepare for emergencies by maintaining existing or developing detailed emergency plans and procedures to enable first responders to accomplish the tasks normally expected of them. All City departments will prepare for disasters by developing departmental plans and procedures to accomplish the extraordinary tasks necessary to integrate the department's total capabilities into a City disaster response. City departments will ensure their employees are trained to implement emergency and disaster procedures and instructions.

Departments will validate their level of emergency readiness through internal drills and participation in exercises selected by the City. Other government jurisdictions within and outside City boundaries will also be encouraged to participate in these exercises. Exercise results will be documented and used in a continuous planning effort to improve the City's emergency readiness posture. This joint, continuous planning endeavor will culminate in revisions to this plan in the constant attempt to achieve a higher state of readiness for an emergency or disaster response.

Preparedness consists of almost any pre-disaster action assured to improve the safety or effectiveness of disaster response. Preparedness consists of those activities with the potential to save lives, lessen property damage, and increase individual and community control over the subsequent disaster response.

Response

Responding to an event includes the active use of resources to address the immediate and short-term effects of an emergency or disaster constitutes the response phase and is the focus of department emergency and disaster standing operating procedures and instructions, mutual-aid agreements, and this plan. Emergency and disaster incident responses are designed to minimize suffering, loss of life, and property damage, maintain essential government services (continuity of operations), speedy recovery, and restoration of essential services.

When any City department receives information about a potential emergency or disaster, it will conduct an initial assessment, determine the need to alert others, and set in motion appropriate actions to reduce risk and potential impacts. Emergency response activities will be as described in departmental plans and procedures, and may involve activating the Emergency Operations Center (EOC) for coordination of support.

City departments will support first responders by providing warnings and emergency public information; helping to save lives and property; supply basic human needs; maintain or restore essential services; and protect vital resources and the environment. Responses to declared emergencies and disasters will be guided by this plan.

Recovery

Emergency and disaster recovery efforts aim at returning to pre-disaster community life. Recovery activities include detailed damage assessments; debris management; restoration of essential services; critical facilities and infrastructure; rebuilding of homes and businesses; and financial

assistance. There is no definite point at which response ends and recovery begins. However, generally speaking, most recovery efforts will occur after the emergency organization is deactivated, City departments have returned to pre-disaster operation, and activities have been integrated with day-to-day functions.

EMERGENCY MANAGEMENT PROGRAM

Objectives

The objectives of Deerfield Beach's Office of Emergency Management program are to protect public health and safety, and preserve public and private property.

1. **Save Lives:** Save human lives; Treat the injured; Warn the public to avoid further casualties; Evacuate people from the effects of the emergency; Direct people to shelter and congregate care; Save animals.
2. **Protect Property:** Save property from destruction; Take action to prevent further loss; Provide security for property, especially in evacuated areas; Prevent contamination to the environment.
3. **Restore the Community to Normal:** Restore essential utilities; Restore community infrastructure; Help restore economic basis of the community.

Organization

1. *Daily Operations (pre-disaster).* The City is governed by an elected Mayor and City Commission. A City Manager administers the daily routine business of City Government in a manner consistent with policy established by the Mayor and the City Commission. The City government is organized into functional departments and divisions, created for the delivery of essential governmental services.
2. *Emergency Organization.*
 - a. The Public Safety Director performs the function of Director of the Office of Emergency Management, and implements, manages, and reports on all actions authorized and taken pertinent to any emergency action.
 - b. The City staffs an Emergency Management Coordinator. The Emergency Management Coordinator reports to the Public Safety Director and duties shall include ongoing planning for and coordination of actions necessary for the creation and maintenance of an effective emergency response capability to prepare for and manage emergency conditions.
 - c. By City government charter and commission policy, the City Manager is delegated executive authority for all emergency operations and powers of emergency government. The line of succession for the City Manager's emergency powers is:
 - 1) Deputy City Manager
 - 2) Public Safety Director
 - 3) Environmental Services Director
 - 4) Sustainable Management Director
 - 5) Finance and Administrative Services Director
 - d. The City Manager or his/her designee may order special, temporary personnel assignments that require individuals to work outside their regular department or job classifications.
 - e. In the event the City of Deerfield Beach is involved in a disaster, the chain of authority shall be as follows:
 - 1) City Manager
 - 2) Deputy City Manager
 - 3) Public Safety Director

- 4) Environmental Services Director
 - 5) Sustainable Management Director
 - 6) Department Heads as designated by the City Manager.
- f. All appointments and work assignments in an emergency situation shall be documented. Department Heads will submit a complete emergency operational plan as to staffing allocation, equipment distribution, and other emergency related needs as requested by the Office of Emergency Management.
 - g. This plan establishes the City emergency management program. All officers and employees of the City are part of the emergency organization.
3. *Incident Command System.* This plan formalizes the Incident Command organization and structure.
 4. *City Emergency Planning Team.* A City Emergency Planning Team is established through promulgation of this plan. The team shall be composed of representatives or alternates from selected City departments, in addition to other agencies or organizations as may be necessary. The team shall formulate emergency management policy recommendations to the City Manager. This includes development and maintenance of this plan; exercise planning and evaluation; and other related initiatives. Each agency appointed to this team will: designate a primary representative and alternates; document these appointments to include telephone numbers; and provide a copy to the Office of Emergency Management. The Emergency Management Coordinator will chair the team and will schedule periodic meetings as needed.

Continuity of Government

1. The line of succession for the Mayor is:
 - a. Vice Mayor.
 - b. Commissioner (by appointment).
2. The line of succession for the City Manager is:
 - a. Deputy City Manager
3. The line of succession for the Emergency Management Coordinator is:
 - a. Public Safety Director
4. The lines of succession for each City department and agency heads shall be in accordance with the SOPs established by those departments and agencies.
5. Preservation of Records.
 - a. All City Departments will develop plans and procedures to guarantee the preservation of vital public records, to include their reconstitution if necessary, during and after emergencies.
 - b. In general, vital public records include records considered absolutely essential to the continued operation of City government; considered absolutely essential to the City's ability to fulfill its responsibilities to the public; required to protect the rights of individuals and the City; and, essential to restoration of life support services. Documentation of actions taken during an emergency or disaster is a legal requirement.
 - c. Specific vital public records include: vital statistics, deeds, corporation papers, operational plans, planning records, resources data, authorities, personnel and payroll rosters, succession lists, supplies and equipment lists, laws, charters and financial records.
 - d. All appointments and work assignments in an emergency situation shall be documented. Department Heads will submit a complete emergency operational plan as to staffing allocation, equipment distribution, and other emergency related needs as requested by the Emergency Management Coordinator.

Levels of Disaster

1. *Minor Disaster.* As per Florida Statutes 252.35(a), a minor disaster is defined as any disaster likely to be within the response capabilities of local government and results in only minimal need for State or federal assistance. The initial response will be from emergency personnel dispatched by normal procedures. Their assessment of the situation will determine if additional resources are needed. City departments may be called upon to provide additional resources. Mutual aid and the Broward County EOC may provide additional support if resource needs are beyond existing Deerfield Beach capability. Activation of the EOC may not be necessary during a "minor" disaster.
2. *Major Disaster.* Defined as any disaster likely to exceed local capabilities and require a broad range of State and Federal assistance. The Federal Emergency Management Agency will be notified and potential federal assistance will be predominantly recovery oriented. Hurricanes are considered the most probable major disaster which could impact the entire City and adjacent areas. It is anticipated a full activation of the EOC will be required to coordinate the City's response.
3. *Catastrophic Disaster.* Defined as any disaster requiring massive State and Federal assistance, including immediate military involvement. Federal assistance will involve response as well as recovery needs.

Graduated Response

Most disasters will require a graduated response involving only those persons necessary to handle the situation.

- **Level III - Monitoring Activation** - Level III is typically a "monitoring" phase. Notification will be made to those Department and agencies who would need to act as part of their everyday responsibilities.
- **Level II - Partial Activation** - This is limited activation. All essential employees are notified. The Department of Fire Rescue personnel and the necessary Crisis Action Team personnel will staff the EOC.
- **Level I - Full Scale Activation** - This is a full-scale activation with 24 hour staffing of the EOC. All essential and support personnel under the CEMP are notified and expected to staff the EOC on a rotation schedule.

Defining Disaster Severity

The following categories were developed based on the City 's capabilities. One of the "Categories of Severity" is chosen if the hazard results in one or more of the qualifiers found within the level chosen.

1. *Negligible:* Minor injuries, no deaths; Shutdown of critical facilities for less than 3 days; Less than 10% property damage; No effect on economy; No effect on ecological system; No effect on response system.
2. *Limited:* Less than 10 deaths/injuries; Shutdown of critical facilities for 3-7 days; 10-25% property damage; Temporary effect on economy; Temporary/minimal effects on ecological systems; No effect on response system.
3. *Critical:* 10-50 deaths/injuries; Shutdown of critical facilities for 8-30 days; 25-50% property damage; Short-term effect on economy; Short term effects on ecological systems; Temporarily (24-48 hours) overwhelms response resources.
4. *Catastrophic:* More than 50 deaths/injuries; Complete shutdown of critical facilities for 30 days or more; More than 50% property damage; Severe long-term effects on economy; Severe effects on ecological systems; Severely affects state/local/private sectors capabilities to begin or sustain recovery activities; Overwhelms local and state response resources.

Emergency Operations Structure

This plan is based upon the concept functions for the various City organizations involved in emergency operations will generally parallel their normal day to day functions. To the extent possible, the same personnel and material resources will be employed in both cases. The day to day functions that do not contribute directly to the emergency operations may be suspended for the duration of the emergency. Efforts normally required for those functions will be redirected to accomplish emergency tasks by the departments concerned.

- Only City departments performing essential functions will be required to remain on duty during the period of some emergencies. Determination will be made and announced by the City Manager or Fire Chief.
- All City Departments, including those with functions declared nonessential to emergency operations, will secure their facilities, records, and equipment against possible loss or damage, and take actions necessary to insure the safety of assigned personnel.

A department or agency is designated as “the lead or co-lead” for an emergency function due to a statutory responsibility to perform that function, or through its programmatic or regulatory responsibilities. In some agencies, a portion of the agency’s mission is very similar to the mission of the emergency function; therefore, the skills to respond in a disaster can be immediately translated from the daily business of the agency. The “lead” agency also has the necessary contacts and expertise to coordinate the activities of the emergency function.

Emergency Support Functions (ESFs)

ESFs represent groupings of types of assistance activities citizens are likely to need in times of emergency or disaster. The State Comprehensive Emergency Management Plan, and the Federal Response Framework, are organized by related emergency functions, commonly known as “emergency support functions.” During emergencies the state EOC determines which ESFs/functional divisions are activated to meet the disaster response needs.

State and Federal governments will respond to Deerfield Beach requests for assistance through the County EOC. Within the county and state EOCs, requests for assistance will be tasked to the particular ESFs for completion. A lead agency/department for each ESF is indicated, and will be responsible for coordinating requested functions to the area(s) affected by the emergency. The lead agency/department will be responsible for identifying the resources necessary to accomplish the mission, and will coordinate the resource delivery.

National Incident Management System (NIMS)

NIMS integrates existing best practices into a consistent, nationwide approach to domestic incident management that is applicable at all jurisdictional levels and across functional disciplines. Five major components make up the NIMS system’s approach:

- Command and Management. NIMS standard incident command structures are based on three key organizational systems:
 - Incident Command System: ICS defines the operating characteristics, interactive management components, and structure of incident management and emergency response organizations engaged throughout the life cycle of an incident.
 - Multiagency Coordination Systems: MACS defines the operating characteristics, interactive management components, and organizational structure of supporting

incident management entities engaged at the Federal, State, Local, Tribal, and Regional levels through mutual-aid agreements and other assistance arrangements. Some examples of multiagency coordination entities that are part of the MACS structure include emergency operations centers, resource centers, dispatch centers, and joint field offices.

- Public Information: Public information refers to processes, procedures, and systems for communicating timely, accurate, and accessible information to the public during crisis or emergency situations.
- Preparedness. Effective incident management begins with a host of preparedness activities conducted on a “steady-state” basis well in advance of any potential incident. Preparedness involves an integrated combination of planning, training, exercises, personnel qualification and certification standards, equipment acquisition and certification standards, and publications management processes and activities.
- Resource Management. NIMS defines standardized mechanisms and establishes requirements for processes to describe, inventory, mobilize, dispatch, track, and recover resources over the life cycle of an incident.
- Communications and Information Management. NIMS identifies the requirements for a standardized framework for communications, information management (collection, analysis, and dissemination), and information sharing at all levels of incident management.
- Ongoing Management and Maintenance. Both routine review and the continuous refinement of the system and its components over the long term.
 - Supporting Technologies. Technology and technological systems provide supporting capabilities essential to implementing and refining NIMS. These systems include voice and data communications systems, information management systems (e.g., recordkeeping and resource tracking), and data display systems. Also included are specialized technologies that facilitate ongoing operations and incident management activities in situations that call for unique technology-based capabilities.

Emergency Authorities

1. Section 252.38, Florida Statutes, authorizes the Board of City Commissioners to delegate or otherwise assign their command authority and emergency powers as deemed prudent. Deerfield Beach by government charter and commission policy has delegated to the City Manager the executive authority for all emergency operations and the powers of emergency government. The powers are then delegated by succession to the Deputy City Manager, Public Safety Director, Environmental Services Director, Sustainable Management Director, and Finance and Administrative Services.
2. These powers include the ability to:
 - a. Appropriate and expend funds, make contracts, obtain and distribute equipment, materials, and supplies for emergency management purposes.
 - b. Provide for the health and safety of persons and property, including emergency assistance to the victims of any emergency, and coordinate the development of emergency management programs in accordance with the policies and plans set by the County, State and Federal emergency management agencies.
 - c. Appoint, employ, remove, or provide, with or without compensation, coordinators, rescue teams, fire, and police personnel as well as other emergency management workers.
 - d. As necessary, establish a primary and one or more secondary emergency operating centers to provide continuity of government and control of emergency operations.

- e. Assign and make available for duty the offices and agencies of the City, including the employees, property, or equipment thereof relating to firefighting, engineering, rescue health, medical and related services, police, transportation, construction, and similar items or services for emergency operations.
- f. Request state assistance or invoke emergency related mutual aid assistance by declaring a state of local emergency in the event of an emergency affecting only one political subdivision. The duration of each state of emergency declared locally is limited to 7-days. The declaration may be extended, as necessary, in 7-day increments.
- g. Performance of public work and taking whatever prudent action is necessary to ensure the health, safety, and welfare of the community. Under a "state of emergency" the City Manager may: Enter into contracts; Incur obligations; Employ permanent and temporary workers; Utilize volunteer workers; Rent equipment; Acquire and distribute, with or without compensation, supplies, materials, and facilities.

Direction and Control

1. General.

- a. The City Manager is responsible for establishing objectives and policies for emergency management and providing general guidance for disaster response and recovery operations. During disasters, the City Manager may carry out those responsibilities from the EOC.
- b. The Incident Commander or EOC Manager will provide overall direction of the response activities of City departments. During major emergencies and disaster, the IC will normally carry out those responsibilities from the EOC. The City Manager, Deputy City Manager, Public Safety Director can serve as the Incident Commander or EOC Manager during an incident.
- c. The Incident Commander at the incident, Battalion Chief, assisted by a staff sufficient for the tasks to be performed, will manage the emergency response at an incident site.
- d. The Emergency Management Coordinator (EMC) is responsible for the proper functioning of the EOC and will also serve as a liaison with county emergency agencies and neighboring jurisdictions. The EMC will advise other emergency officials on courses of action available.
- e. During emergency operations, department heads retain administrative and policy control over their employees and equipment. However, personnel and equipment will carry out mission assignments directed by the incident commander or EOC Manager. Each department and agency is responsible for having its own operating procedures to be followed during response operations, but interagency procedures, such a common communications protocol, may be adopted to facilitate coordinated effort.
- f. Level of Authority is as follows:
 - 1) City Manager.
 - 2) Deputy City Manager
 - 3) Public Safety Director
 - 4) Environmental Services Director.
 - 5) Sustainable Management Director
 - 6) Department Directors.
- g. The Broward County EOC serves as the liaison and coordinating agency between the City and state government.
- h. If county, state and/or federal resources are made available to the City, they will be under the operational control of the City's Incident Manager.

2. Crisis Monitoring, Crisis Action Team (CAT).

- a. The Deerfield Beach Emergency Management Coordinator (EMC) is responsible for monitoring and analyzing any situation that may threaten public safety. As emergency

situations threaten or occur, the EMC may convene a “Crisis Action Team (CAT)” to facilitate the process of evaluation and incident planning, and possible activation and implementation of emergency functions and resources. The CAT will also be used to support “Incident Commanders” in field situations.

- b. The Crisis Action Team (CAT) is a flexible, supporting/coordinating service that could be: One person at home facilitating the coordination of personnel and resources to an incident scene; or, several people convening in the Emergency Operations Center (EOC) or on-scene to assist the “Incident Commander” as needed.
 - c. Core members of the Crisis Action Team (CAT) include: City Manager or designee, Public Works & Environmental Services Director, Fire Chief, Emergency Management Coordinator, Risk Manager, Finance and Administrative Services Director, Public Utilities Director and Sheriff's Department designee. However, any Deerfield Beach department could be called upon to provide a representative to the Crisis Action Team (CAT). Exactly who is called and ultimately how many people will serve on the Crisis Action Team (CAT) is dependent upon the situation and the functions that will be activated.
 - d. Instantaneous events may trigger immediate full EOC activation through first responder departments, such as the fire-rescue or police departments.
3. *Deerfield Beach On-Scene Management Incident Command System (ICS).*
- a. The City's on-scene response to emergencies follows the concepts of the Incident Management System (IMS) / Integrated Emergency Management System (IEMS).
 - b. The person in charge at the incident is the on-scene Incident Commander who is responsible for ensuring each agency on scene can carry out its responsibilities.
 - c. Deerfield Beach emergency responders are likely to be the first on the scene of an emergency situation. First responders will take charge and remain in charge of the incident until it is resolved or others who have legal authority to do so assume responsibility. First responders will seek guidance and direction from local officials and seek technical assistance from county, state, and federal agencies as well as private industry where appropriate.
 - d. The first local emergency responder to arrive at the scene of an emergency situation will implement incident command and serve as the Incident Commander until relieved by a more senior or more qualified individual.
 - e. Upon arriving at an incident scene, the Incident Commander shall:
 - Establish an incident command post, and direct on-scene response.
 - Isolate the scene.
 - Assess situation and identify hazards.
 - Warn population in the area of the incident; provide emergency instructions.
 - Determine and implement protective measures (evacuation or in-place sheltering) for the population in the immediate area of the incident.
 - Implementing traffic control arrangements in and around the incident scene.
 - Develop objectives (tasks to be done).
 - Ensure appropriate safety and personnel protective measures.
 - Develop an action plan and priorities.
 - In coordination with the CAT and/or EOC, contact appropriate agencies or personnel with expertise and capability to carry out the incident action plan.
 - Coordinate, as appropriate, with other first responder agencies.
 - Request additional resources from the EOC as necessary.
 - f. When more than one agency is involved at an incident scene, the agency having jurisdiction and other responding agencies shall work together to ensure that each agency's objectives are identified and coordinated.

- g. Team problem solving should facilitate effective response. Other agency personnel working in support of the Incident Command System will maintain their normal chain of command, but will be under control of the on-scene Incident Commander.
 - h. The on-scene Incident Commander may designate a Public Information Officer to work with the media at an incident. This may include coordinating agency media releases and arranging contacts between the media and response agencies. If additional support is needed, the Crisis Action Team (CAT) and/or the EOC may be activated.
 - i. During widespread emergencies or disasters, emergency operations with different objectives may be conducted at geographically separated scenes. Incident command will be established at each site. When this situation occurs, it is particularly important that the allocation of resources to specific field operations be coordinated through the EOC. Incident Command Post(s) will link to the EOC via radio, telephone, cell phone, or other means of communication.
 - j. In emergency situations where, other jurisdictions or the state or federal government are providing significant response resources or technical assistance, it is generally desirable to transition from the normal ICS structure to a Unified Command structure. Principles of Area Command or Multi-Agency Coordinated Systems may also apply. Unified Command helps to ensure all participating agencies are involved in developing objectives and strategies to deal with the emergency.
4. *Emergency Operations Center - Activation.*
- a. The Emergency Operations Center (EOC) is an essential tool for successful response and recovery operations. With decision and policy makers located together, personnel and resources can be used efficiently. Coordination of activities will ensure all tasks are accomplished, minimizing duplication of efforts.
 - b. Depending upon the severity and magnitude of the disaster, activation of the EOC may not be necessary, may only be partially required, or may require full activation. Partial activation would be dictated by the characteristics of the disaster and would involve only those positions necessary to interact in providing the City's coordinated response.
 - EOC activation levels will generally follow the "emergency levels" as described in Paragraph F in this section.
 - c. The following individuals are authorized to activate the EOC:
 - City Manager
 - Deputy City Manager
 - Public Safety Director
 - Emergency Management Coordinator
 - d. When the decision is made to activate the EOC, the Emergency Management Coordinator will notify the appropriate staff members to report to the EOC. The EOC Management staff will take action to notify and mobilize the appropriate organizations and operations centers which they are responsible for coordinating.
 - e. When the EOC is activated, it is essential to establish a division of responsibilities between the incident command post and the EOC. It is essential a precise division of responsibilities be determined for specific emergency operations. Common EOC tasks include:
 - Assemble accurate information on the emergency situation and current resource data to allow City officials to make informed decisions on courses of action.
 - Work with representatives of emergency services; determine and prioritize required response actions; and coordinate their implementation.

- Suspend or curtail government services, recommend the closure of schools and businesses, and cancellation of public events.
 - Provide resource support for incident command operations.
 - Issue community-wide warning.
 - Issue instructions and provide information to the general public.
 - Organize and implement large-scale evacuation.
 - Organize and implement shelter and mass arrangements for evacuees.
 - Coordinate traffic control for large-scale evacuations.
 - Request assistance from county, state, and other external sources.
5. *Emergency Operations Center (EOC) - Operations and Staffing.*
- Note: Complete EOC operational details, to include detailed job descriptions and checklists of tasks, are contained in the Emergency Operations Center Operations Manual, published separately.
- a. Overview.
 - The Management Structure is intended to be flexible and should be tailored by the EOC Manager and the EOC Section Chiefs, to meet the demands of any particular situation.
 - The EOC Manager is responsible to the Mayor, will implement policy directives, and will have overall management responsibility for the incident.
 - The EOC Manager directs EOC response actions to save lives and protect property, and recommends/instigates population protective actions. Within the framework of the Crisis Action Team (CAT) or Emergency Operations Center (EOC), all available resources are identified and mobilized as necessary. Within this priority framework tasks are prioritized and resources are used.
 - b. Mayor/City Commission.
 - The Mayor/City Commission ensures the necessary direction and policy decisions in support of response actions to save lives and protect property and recommends/instigates population protective actions.
 - c. Policy/Executive Group.
 - The Policy/Executive Group will develop policy and strategy, disseminate policy guidance and direction through the Mayor, provide interface to the media and public, and liaison with state and federal officials as required.
 - d. EOC Manager and Staff. The staff components include:
 - The EOC Manager is staffed by the City Manager, Deputy City Manager, Public Safety Director, and the Emergency Management Coordinator and reports to the Mayor. The EOC Manager is in charge of the incident, and is responsible for making decisions necessary to meet the emergency/disaster situation to include management of incident activities; development and implementation of strategic decisions; and approving the ordering and releasing of resources. The EOC Staff may include such positions as required to perform or support the management function, and shall include the Public Information Officer, Safety Officer, Liaison Officer, EOC Support Officer, and Crisis Action Team.

- The Public Information Officer (PIO) reports to the EOC Manager, is staffed by the City Manager, and is in charge of implementing Public Information. The PIO Section includes the following units: Rumor control; Public inquiries; Media inquiries; Information and instruction.
 - The Safety Officer will advise the EOC Director on EOC and operational safety issues, and is staffed by the Risk Manager.
 - The Emergency Management Coordinator/Liaison Officer is the point of contact with other agencies, and:
 - Coordinates Agency Representatives assigned to the EOC.
 - Handles requests from other agencies for sending liaison personnel to other EOCs.
 - Functions as a central location for incoming Agency Representatives.
 - Provides work space and arrange for support as necessary.
 - The EOC Support Officer maintains the EOC readiness, is staffed by Engineering and Utilities, and provides/coordinates the EOC administrative support, logistical support, and communication support required during EOC operations.
 - Crisis Action Team (CAT) members can be integrated into the EOC organization or retained as a separate unit. The CAT will recommend policy guidance and direction to the EOC Manager.
- e. EOC Section Chiefs.
- There four EOC Sections: Operations; Planning; Logistics; Administration.
 - Each of these sections will have branches or units that will generally be functionally oriented. The size and functions of each branch or unit will be dictated by the magnitude and nature of the emergency.
- f. EOC Operations Section.
- The EOC Operations Section is responsible for all tactical command and coordination of incident response assets.
 - The Operations Chief position is staffed by the City Department having primary incident responsibility.
 - The Operation Section consists of the following branches:
 - The Fire-Rescue Branch is staffed by the Broward County Sheriff's Fire-Rescue Department and is responsible for implementing functions including: Communications; Firefighting; Health; Search and Rescue; Hazardous Materials; Initial Disaster Assessment; Damage Assessment; Emergency Medical Services; Public Protection.
 - The Police Operations Branch is staffed by the Broward County Sheriff's Office and Hillsboro Beach Police Department; and, is responsible for implementing functions including: Military Support; Law Enforcement and Security (includes Evacuation Traffic Management, Air Operations, Fatality Management).
 - The Public Works & Environmental Services Branch is staffed by the Public Works & Environmental Services; and, is responsible for implementing functions including: Public Works and Engineering; Energy Management.
- g. EOC Planning Section.

- The EOC Planning Section collects, evaluates, disseminates, and documents information about the incident and status of resources; develops the Incident Action Plans; compiles damage assessment; and develops recovery plans.
 - The Planning Chief position is staffed by Planning & Development Services.
 - The Planning Section consists of the following units:
 - The Incident Information Unit, staffed by the GIS Branch, is responsible for the initial Disaster Assessment.
 - The Incident Planning Unit, staffed by the Planning & Development Services, is responsible for Information and Planning; and Business, Industry, and Tourism.
 - The Damage Assessment Unit, staffed by Building and Inspections, (CGA) is responsible for Damage Assessment.
- h. EOC Logistics Section.
- The EOC Logistics Section provides all support needs to emergency incident sites; will order all resources; and provide facilities, supplies, and services.
 - The Logistics Chief position is staffed by the Parks & Recreation Department.
 - The Logistics Section consists of the following branches:
 - Resource Support; Food and Water; Volunteers & Donations; Disruption Center; Special Medical Needs; Mass Care (City Employees).
- i. EOC Administration Section.
- The EOC Administration Section is responsible for monetary, financial, and related administrative functions.
 - The Administration Chief position is staffed by the Management & Budget Department and is responsible for emergency related Administration and Finance.
6. *Controls, Continuity of Operations.*
- a. During localized emergencies, decision making authority and control of the emergency is retained by the City of Deerfield Beach. The field incident commanders are City officials, usually fire or police officers. The local coordination and commitment authority for local resources is retained by the City officials, and delegated as appropriate.
 - b. In a single site emergency, the BSO Fire Rescue Department with lead agency / primary operational control will have jurisdiction for on-scene control. The department's Incident Commander will become the emergency on-scene commander and will be responsible for the overall operation.
 - c. The Deerfield Beach EOC, once activated, directs and controls a response to an emergency or disaster.
 - d. The EOC may be activated to coordinate support for an on-scene incident commander, without activating the full City emergency organization.
 - e. During the effective period of any declared emergency, the EOC Manager directs and controls all emergency response activities and employs all necessary emergency resources according to the provisions of this plan.
 - f. Continuity of Operations.
 - The EOC may be required to operate on a 24-hour basis for the duration of an incident or disaster.
 - During a 24-hour operation, shifts will normally be 8-12 hours in length.
 - Each position in the EOC must have a total of at least two people designated for staffing during 24-hour operations.

- g. EOC Operating Procedures.
 - Operating procedures for the EOC are maintained by Emergency Management Coordinator and updated annually on the anniversary of this plan, or when needed.
- 7. *Facilities.*
 - a. Incident Command Post.
 - When appropriate, an incident command post(s) will be established in the vicinity of the incident site(s). The incident commander will be responsible for directing the emergency response and managing the resources at the incident scene.
 - b. Emergency Operations Center.
 - The Primary EOC is located at:
The Mitigation Operations Center, EOC, Fire Station 102
1441 FAU Research Park Blvd.
Deerfield Beach, FL 33441
 - The Secondary or Alternate EOC is located at:
Environmental Services Utilities Complex
200 Goolsby Blvd.
Deerfield Beach, FL 33442
 - c. Department Operating Locations.
 - Each City Department will be directed by the EOC to establish a primary location and alternate location from which to establish direction and control of its respective activities in an emergency or disaster. This may be from the EOC, or other location, depending upon the circumstances.
 - d. Communications.
 - Fire and Police responders involved in disaster operations will maintain operations through their Communications Centers.
 - Any department operating from another location other than the EOC will maintain contact with the EOC through direct redundant communications, such as telephone, radio and fax.
 - All departments are responsible to ensure that communication systems are in place between EOC representatives and their respective departments.
 - Each department will bring to the EOC their own portable radio, charger, spare batteries, headsets, and cellular phones. Land phones will be provided at the EOC.
 - Communications to the general public will be through the media, coordinated by the Public Information Officer (PIO). The Emergency Alert System (EAS) is accessed through the Broward County EOC.
 - A "disaster hotline" located in the Broward County EOC will also be used to respond to public requests for assistance and information.
- 8. *Administration.*
 - a. The City of Deerfield Beach is responsible for establishing administrative controls necessary to manage expenditure of funds and to provide reasonable accountability and justification for expenditures made to support emergency operations. This shall be done in accordance with established City fiscal policies and standard cost accounting procedures.

Alert and Warning

1. *City Warning Point.*

- a. Emergency Management, EOC facility, is located at:
Fire Station 102
1441 SW 11 Way
Deerfield Beach, FL 33441.
- b. The Emergency Manager is designated as the Warning Officer for the City.
- c. Notifications of watches, warnings, or the occurrence of significant events will be received at Fire Rescue Dispatch and City Hall from City Departments, Broward County EOC, neighboring jurisdictions, the State EOC, the National Weather Service, the National Hurricane Center, the news media, or the general public. Significant incidents include but are not limited to the following:
 - Any incident which may require a substantial evacuation and/or relocation of a given area.
 - Any event posing a potential threat for a mass casualty incident.
 - Any weather-related watch or warning advisory.
 - Any formation of tropical weather systems.
 - Any incident which close or significantly block major roadways within the County.
 - Any large or multiple structure fires.
 - Any prolonged shutdown of public utilities.
 - Any incident where public resources within Broward County are being deployed out of the County (except for emergency services mutual aid) or any event posing a major environmental threat.

2. *Alerting (Notification).*

- a. Upon notification of any significant event the centralized dispatcher will alert all chief officers, BSDLE, BSO-Fire. In addition, the dispatch center will immediately notify the on duty Fire Rescue Battalion Chief of current developments. The on-duty staff may advise the one, or some combinations of the following actions are initiated by the Dispatch center as the City's warning point:
 - Activate the Emergency Group paging and/or telephone alert warning system.
 - Notify the State warning point.
 - Notify one or more designated agencies of county government or political subdivision(s).
 - Initiate a partial or full fan out alert.

3. *Fan Out Alert.*

- a. The fan out alert will be initiated by City staff. It will be the responsibility of City lead departments to notify their respective support agencies, division director, and/or staff under their span of control.

4. *Watch, Standby Procedures.*

- a. The City Manager or his/her designee will issue a standby order if a pending disaster has the potential of affecting Deerfield Beach (i.e. a hurricane for Broward County). Departments will take the following actions:
 - Review this document.
 - Notify employees.
 - Review department emergency plans.

- Ensure that department vehicles and equipment are serviced and ready.
 - Inventory existing communication equipment. Be prepared to collect and redistribute radios, portable telephones, chargers, batteries, etc.
 - Obtain maps, drawings, and other emergency aids.
 - Continue to provide routine service to the public, but plan to change to emergency procedures upon warning notification.
- b. Recall procedures vary by department, and each department has the responsibility to inform employees of proper recall procedures. Employees who are recalled are expected to secure their families and homes, and report promptly to their assigned positions.
 - c. Employees who are recalled should realize the emergency may be several days or longer in duration. Each employee should report to his/her emergency assignment with personal items necessary for 72 hours (e.g. personal articles, toiletries, change of clothing, medications, special non-refrigerated dietary foods, blankets/sleeping bag, etc.)
 - d. The public will be notified the City is in a "watch" situation through the media, and will be advised to take appropriate preparedness measures.
5. *Warning Procedures.*
 - a. In the event of an imminent or actual disaster, the City will initiate actions to warn local residents and visitors by all means available.
 - b. Upon notification of a warning (imminent or spontaneous event), each department will initiate internal notification actions to:
 - Alert employees assigned to emergency duties.
 - As appropriate to the situation:
 - Suspend or curtail normal business activities.
 - Recall essential off-duty employees.
 - Send non-critical employees home.
 - Secure and evacuate the department's facilities.
 - If requested, augment the City's effort to warn the public through use of vehicles equipped with public address systems, sirens, employees going door to door, etc.
 6. *Emergency Public Information.*
 - a. Rapid dissemination of information is essential and vital for health and safety protection during and after emergencies and disasters. The primary means of communication with the public is by direct contact with the media through prepared statements by the Emergency Manager Coordinator or EOC Manager in coordination with the EOC Executive Group using phone and fax.
 - b. It is impossible for government to do everything required to protect the lives and property of the City's population. Citizens have the responsibility to prepare themselves and their families to cope with emergency situations and manage their affairs and property in ways that will aid the government in managing emergencies. The City will assist citizens by providing public information and instructions prior to and during emergency situations.

Response Actions

1. *General.*
 - a. Activation of City CEMP.
 - When an emergency/disaster has occurred or is imminent, the City Manager may declare a state of emergency, activating the emergency response, recovery, and mitigation aspects of the Deerfield Beach CEMP that apply to the affected area.

- Portions of the CEMP may be activated in support of a field incident commander for smaller, single site, emergency events, without a formal emergency declaration by the City Manager.
 - Resources of all City departments and agencies are considered to be available to minimize the impact of a natural disaster. Voluntary assistance to support City efforts may come from:
 - Adjoining communities.
 - Private business and industry.
 - All other groups or individuals.
 - Any additional assistance required at the county, state or federal level. Assistance should be requested through Broward County Emergency Management Division.
- b. EOC Activation.
- When the decision is made to activate the EOC, the Emergency Management Coordinator will notify appropriate staff members to report to the EOC. When notified, Departments assigned to an EOC function will:
 - Call-up and dispatch their personnel to the Emergency Operations Center (EOC) as per their department Standard Operating Procedure (SOPs).
 - Activate and ensure their emergency communication systems are functioning, especially internally to their key personnel (as per their SOPs) and from their key operating locations to the EOC.
 - Activate their department's emergency response plan and be prepared to carry out their responsibilities as indicated in this plan. Specific "how to" actions and tasking to perform indicated responsibilities are found within each department's SOPs.
- c. Emergency Proclamation.
- A local "Emergency Proclamation" is the legal method which authorizes extraordinary measures to meet emergencies and/or solve disaster problems. A proclamation allows for the emergency use of City resources (personnel, supplies, equipment, materials, facilities), the by-passing of time consuming requirements such as hearings and the competitive bid process, and activates extraordinary measures as outlined in this plan. A proclamation is usually a prerequisite for state and/or federal assistance and made at the onset of a disaster to allow the City to do as much as possible to help itself.
 - In preparing a proclamation, a description of the event and the necessary emergency authorizations need to be documented. The Broward County EOC should be informed, and a news release made as soon as possible when a Emergency Proclamation is signed.
 - The City Manager may declare a State of Local emergency to expedite access to local resources needed to cope with the incident. If the needed response exceeds these local capabilities, a disaster has occurred. The City Manager may further ask for a gubernatorial declaration allowing for state and federal assistance.
- d. Request for Assistance.

- If the situation is beyond local capability, a request for state assistance, and/or federal assistance may be included in the original proclamation or requested in a secondary proclamation presented to the Governor through the Broward County EOC and the State EOC. The Local Proclamation and the Request for Assistance are two separate actions, although they may be combined within the same document. Part of this proclamation includes the Mayor’s statement describing the City “a disaster area.”
 - The Broward County EOC serves as the liaison and coordinating agency between the City and the State government.
 - At the state level, decision making authority and commitment of state resources is coordinated through the state EOC (SEOC) or by the state emergency response team (SERT) leader. The SERT leader may issue mission assignments to state agencies in support of local response needs. Mission assignments and mutual aid agreements coordinated by the state, are tracked at the SEOC by staff reporting to the SERT leader.
 - Should federal assistance be granted, a state coordinating officer (SCO) will be appointed to interface directly with the federal government and to coordinate federal assistance to support local emergency operations.
- e. Initial Response by City Departments.
- It is the policy of the City all departments and divisions shall maintain Standard Operating Procedures (SOPs) as set forth in Section IV of this Basic Plan.
 - Tactical (departmental) operations are expected to be managed by the various City Departments and Divisions controlling their personnel and resources in accordance with Departmental SOPs. City departments are directed to include the “Deerfield Beach Departmental Initial Response Tactical Guidance and Policy” in their emergency plans to their personnel.

DEPARTMENTAL INITIAL RESPONSE TACTICAL GUIDANCE & POLICY.

It is the policy of the City of Deerfield Beach that all departments and divisions maintain Standard Operating Procedures (SOPs) as set forth in Section IV of this Basic Plan, and will ensure their emergency activation procedures conform to this "Departmental Initial Response Tactical Guidance and Policy."

Tactical (departmental) operations are expected to be managed by the various City Departments and Divisions controlling their personnel and resources in accordance with their Departmental SOPs. City departments, divisions and / or agencies are directed to include the following in their "emergency plans" to their personnel:

1. General information to be reported from the field (or incident sites) should include:
 - What has happened?
 - What can be done?
 - What is needed?
 - Should the Emergency Operations Center (EOC) be activated? Partial or full activation?

Note: Recommendation should be made to Emergency Management Coordinator, Fire Department, or City Manager.

2. Immediate, specific information should include the status of each Department's:
 - Personnel.
 - Equipment.
 - Vehicles.
 - Communications capabilities.
 - Facilities.

Deerfield Beach managers and supervisors are expected to report status information, information on damages, and tasks to be done (if applicable) to Emergency Management Coordinator, Fire Department, and/or to the Emergency Operations Center (EOC) by whatever means possible.

3. As soon as possible, Deerfield Beach departments will do a "role call" of all personnel to determine status.
4. On duty personnel in the field shall evaluate their own condition and situation, and if possible, evaluate their surroundings by making a quick "windshield survey" of their area. Communicate this information to their direct supervisor, director, or chain of command.
5. If a unit is unable to communicate with their command or dispatch, they should:
 - Attempt to contact other mobile units (state how).
 - Contact Emergency Operations Center (EOC), (state how).
 - Contact _____ (list who).
 - OR report to _____ (list location or locations).

6. If required, off-duty personnel will be recalled to duty through normal methods or by _____ (give detail and / or list how).

If it is apparent a major disaster has occurred disrupting normal communications channels, off-duty personnel are instructed to make contact with _____ (name of primary agency) for instructions (state how). OR, who _____ (tell which other agency they could report to).

Note: Employees are encouraged to make provisions ahead of time for the safety and well-being of their family and home.

7. Further detailed response instructions and action checklists will be found within each Deerfield Beach department's response plans/procedures.
8. Mutual Aid- External. (With entities outside of the City). It is the policy of Deerfield Beach that City personnel sent to assist other jurisdictions will maintain their own supervision and chain of command. They will accept mission assignments through a supervisor who will coordinate with the command structure of the requesting agency. It is anticipated that other jurisdiction's personnel who respond to requests for assistance from Deerfield Beach will operate the same way.
9. Public Information. The various Deerfield Beach information officers may act as spokespersons for their agency, but will take direction and coordinate with the Emergency Operations Center (EOC) Public Information Officer.
10. Other Issues.
 - a. The Incident Command System (ICS) will be used to manage incident sites. The person in charge of an incident site is identified as the "Incident Commander." The person in charge of the EOC is identified as the "EOC Manager."
 - b. At the incident site, if the "command" function is transferred, there must be both a formal declaration the "command" is being transferred, and a formal acceptance by the person/agency assuming "command."
 - c. All Deerfield Beach departments will track and compile documentation of their disaster costs for potential reimbursement from state or federal disaster assistance.
 - d. List/detail any operational policies specific to your department.

2. *Evacuation.*
 - a. Evacuations within the City will be initiated following a decision by a City Incident Commander.
 - b. In the event of a multi-jurisdictional or regional evacuation, the City Manager may issue a Declaration of a Local State of Emergency and an Evacuation Order (in support of Broward County's or the State's evacuation orders). This decision will be made following consultation with the Public Safety Director and representatives of the jurisdictions involved.
 - c. All City assistance and support of such actions will be coordinated from the EOC. Decisions on issues such as lifting tolls on toll facilities; locking down drawbridges; deploying and re-deploying personnel; determining evacuation routes; directing people caught on evacuation routes to safe shelter; ensuring the sufficiency of fuel; and addressing any matters relative to the ordered protective actions will be made by the EOC Management Team in coordination with the County EOC.
3. *Sheltering.*
 - a. In the event of a local or regional evacuation, the City will support the County's sheltering efforts for the local community or the State's and County's efforts to serve as a host sheltering community.
 - Notification is made to the Broward County Chapter of the American Red Cross if their designated shelter facilities are to be used. The opening of shelters is a coordinated effort between Broward County EOC, the American Red Cross, and the Broward County School Board.

Relief Operations

1. Once the emergency has passed, coordination of relief operations such as search and rescue operations; mass casualty activities; the provision of emergency supplies; preliminary damage assessment; emergency debris removal; and emergency restoration of utilities. The City EOC will continue to direct management and coordinating of all emergency functions. Emergency relief agencies as well as all levels of government and the responding disaster relief organizations will be represented in the EOC. The primary initial local coordinating agency for requesting resources and relief from County, State and Federal sources and allocating such supplies within the County will be the Fire Rescue Division. County, State, and Federal Emergency Response Teams will be established, and sent as soon as possible after the emergency. Ideally, these Emergency Response Teams will be located in Broward County at or near the County EOC and will carry out all State coordination and assistance functions until the Federal Disaster Field Office is established.
2. Requests for immediate relief supplies and resources will be made by the City to the County EOC. The County EOC will consolidate all City requests into a County request for immediate relief resources. The county request for outside resources will be made to the State.

Recovery Actions

1. The recovery phase will begin during the response phase, and will focus on:
 - Damage assessment.
 - Recovery, restoration of the City.
 - Administration of programs to mitigate the consequences of future disasters.
2. Initial actions that may be taken include:
 - Assemble, brief, and deploy damage assessment teams.
 - Compile and analyze disaster impact.

- Work with county, state, and federal representatives to identify locations for the Disaster Field Office (DFO) and Disaster Recovery Centers (DRCs).
 - Obtain information on current recovery program, eligibility requirements, etc.
 - Identify recovery support departments, personnel.
 - Maintain liaison with Broward County EOC.
 - Identify any mutual aid and private resources needed to support the recovery.
3. Continuing actions may include:
- Coordination with county, state, and federal recovery staff.
 - Support and staff DFO and DRCs.
 - Monitoring of post disaster conditions.
 - Coordinate requests for state and federal disaster assistance programs.
 - Activation of a City Recovery Action Team.

CEMP

RESPONSIBILITIES



Responsibilities

General Preparedness Responsibilities

1. All City Departments have emergency-related functions in addition to their normal daily functions. Each Department Director is responsible for developing and maintaining Department Emergency Management Plan with Standard Operating Procedures for each Division and Section. Department Directors are also responsible for performing such functions as may be required to effectively cope with and recover from any disaster affecting their respective areas of responsibility. The following common responsibilities are assigned to each department listed in this plan.
 - Create an emergency plan for the department.
 - Establish department and individual responsibilities (as indicated in this plan); identify emergency tasks.
 - Work with other City departments to enhance cooperation and coordination, and eliminate redundancy. Departments having shared responsibilities should work to complement each other.
 - Establish education and training programs so each division, section, and employee will know exactly where, when, and how to respond.
 - Develop site specific plans for department facilities as necessary.
 - Ensure employee job descriptions reflect their emergency duties and required NIMS certifications.
 - Train staff to perform emergency duties/tasks as outlined in the CEMP or individual department plans.
 - Identify, categorize, and inventory all available department resources.
 - Establish an emergency contact list for all employees with every possible means of communication.
 - Develop a procedure for all employees to receive emergency information before, during, and after an incident.
 - Develop procedures for mobilizing and employing additional resources.
 - Ensure communication capabilities with the EOC.
 - Fill positions in the emergency organization as requested by the EOC Manager or Emergency Management Coordinator acting in accordance with this plan.
 - Prepare to provide internal logistical support to department operations during the initial emergency response phase.

General Response Responsibilities

1. The following common responsibilities are assigned to each department.
 - Upon receipt of an alert or warning, initiate notification actions to alert employees on assigned response duties.
 - As appropriate and directed by the City Manager:
 - Suspend or curtail normal business activities.
 - Recall essential off-duty employees.
 - Send non-critical employees' home.

- Secure and evacuate departmental facilities.
 - As requested, augment the EOC's effort to warn the public through use of vehicles equipped with public address systems, sirens, employees going from door to door, etc.
 - Keep the EOC informed of field activities, and maintain a communications link to the EOC.
 - Activate a control center to support and facilitate department response activities, maintain events log, and report information to the EOC.
 - Report damages and status of critical facilities to the EOC.
 - If appropriate or requested, send a representative to the EOC.
 - During response and recovery phases of an incident, Department Directors may be assigned to serve in an Emergency Operations Center function not otherwise assigned during normal everyday operation.
 - Ensure staff members tasked to work in the EOC have the authority to commit resources and set policies.
 - Coordinate with the EOC to establish protocols for interfacing with county, state, federal responders.
 - Coordinate all communications with media and public through the Public Information Officer.
 - Submit reports to the EOC Finance Section Chief detailing departmental emergency expenditures and obligations.
2. Additionally, Department Directors will:
- Be responsible for call-backs of all personnel they intend to use in both their routine and assigned functions; and, directing such personnel where to report and their respective assignment.
 - Be responsible for the safety of records, files, and equipment assigned to their respective department/ divisions.
 - Ensure records are maintained upon the announcement of a Hurricane "Watch" or following a major disaster, i.e., tornado. Records may consist of time sheets, supplies, and equipment, and include expenses over and above normal operating expenses directly related to the incident.
 - Ensure activity logs are initiated as a matter of record upon announcement of a Hurricane "Watch" or following a major disaster.
 - Coordinate with Facilities Management to ensure all buildings are secure before a disaster strikes.
 - Assign a safety coordinator for each division or section of their department.

Specific Responsibilities by Department

1. City Attorney.

- Advises the Mayor, City Commission, City Manager, and EOC Policy Group on legal options for emergency operations.
- Prepares Emergency Proclamations for the City Manager, and EOC Policy Group.
- Prepares emergency ordinances, resolutions, and executive orders.

- Reviews emergency proclamations, agreements, contracts, and disaster related documents.
 - Advises Emergency Management and EOC Manager.
 - Provides legal advice and assistance as required to City Departments.
 - Reviews recovery contracts.
2. *City Clerk.*
- Provides personnel and equipment as needed.
 - Secures all vital City records.
3. *City Commission.*
- Responsible for the safety and protection of the people and property located within its political jurisdiction, per Florida Statutes, Chapter 252. The Commission shall be kept advised of all situations and developments that would alter the normal functions of City government.
4. *City Manager (EOC Manager).*
- Makes emergency policy decisions and issues necessary proclamations and executive orders related to an emergency operation.
 - When necessitated by localized disaster, authorizes the evacuation of sections of the City to protect the lives of citizens.
 - Proclaims a Local State of Emergency when necessary.
 - Declares the City a disaster area and requests state and federal assistance.
 - Enters into agreements with county, state, and federal disaster relief agencies, as required.
 - Provides overall direction for continuance of effective and orderly governmental control required for emergency operations.
 - Supports the timely evacuation of citizens from any stricken or threatened area within the City for the preservation of life or other disaster mitigation, response, or recovery efforts in coordination and cooperation with Broward County Emergency Management Division and/or the State of Florida Division of Emergency Management.
 - Orders the activation of the City CEMP and/or EOC.
 - Serves as the EOC Manager.
 - Supervises and coordinates staff assignments/activities of EOC Management.
 - Ensures participation of all City departments.
 - Chairs the EOC "Crisis Action Team."
 - Responsible to the Mayor and City Commission for the coordination and operation of services of all municipal department and agencies.
 - Approves all public information bulletins and broadcasts released from within City government.
 - Administers and coordinates disaster preparations and activities within the City.
 - Ensures the City continues to function administratively.
 - Directs agencies in recovery operations.
 - Executes agreements with Federal and State Disaster Relief Agencies.

- Authorizes return of population to evacuated zones.
- 5. *Public Information Officer*
 - Establishes and maintains a public information center within the EOC.
 - Coordinates activities with Broward County PIO.
 - Interfaces with media.
 - Disseminates accurate and timely emergency information and instructions to the general public.
 - Coordinates activities with “EOC Manager” and City Administration.
 - Disseminates public policy statements to the media and through departmental public information officers.
 - Coordinates rumor control activities with the EOC.
 - Compiles and maintains print documentation of event from all media sources.
- 6. *Community Services.*
 - Stages vehicle and equipment resources in effective positions throughout the community as determined by EOC Management.
 - Provides personnel and equipment as needed.
 - Identifies incident sites requiring mass care services; Determines present and future need for mass care resources; Obtains and coordinates mass care resources as requested by field incident commanders.
 - Determines requirement for shelters for disaster victims and temporary sheltering for emergency responders.
 - Establishes, coordinates shelter sites and ensures communications to each site.
- 7. *County, Broward.*
 - Provides support to Deerfield Beach as requested.
- 8. *Emergency Management Mutual Aid Agreements.*
 - Mutual aid can be requested through the Broward County EOC by the City’s EOC Manager or designee.
- 9. *Building Inspections.*
 - Building/Inspections
 - Determines the geographical and monetary extent of damage to public and private property.
 - Maintains a plan for emergency permitting.
 - Survey construction sites for control of debris hazards.
 - Stages vehicle and equipment resources in effective positions throughout the community as determined by Incident Command.
 - Coordinates emergency repair process, related building codes, and standards procedures.
 - Makes available building plans and records.
 - Provides personnel and equipment as needed.
 - Fire/Rescue
 - Staffs the EOC Operations Section Chief and Fire Rescue Branch positions.

- Member of the Crisis Action Team.
- Coordinates all City-wide response operations.
- Provides fire, search, rescue, recovery, emergency medical and hazardous materials response services.
- Assists with transportation, damage assessment, information and planning, and mass care.
- Assists with evacuation operations.
- Maintains communication with all involved agencies, both public and private.
- Performs those support duties and functions required to assist the City Manager (EOC Manager).
- Stages vehicle and equipment resources in effective positions throughout the community as determined by EOC Manager.
- Provides personnel and equipment as needed.
- Emergency Management, Office of Public Safety
 - Member of the Crisis Action Team.
 - Staffs EOC Emergency Management Coordinator position.
 - Recommends a declaration of emergency pursuant to the City Code and State Statutes. Informs the Mayor, City Commission, City Manager, of the reasons for the status of events requiring the declaration.
 - Coordinates requests for emergency assistance.
 - Plans, develops, and maintains an emergency operations center (EOC) Manual to include equipment, staffing, and operational procedures necessary for the management and control of emergency conditions.
 - Develops and maintains the City of Deerfield Beach Comprehensive Emergency Management Plan (CEMP).
 - Provides coordination among local, state, federal, private, and volunteer organizations.
 - Provides emergency preparedness information.
 - Develops and presents emergency training programs.
 - Provides information on hazard mitigation.
 - Coordinates dissemination of emergency warning information.
 - Coordinates the implementation of local, county, and/or state ordered evacuations.
 - Identifies and publicizes shelter locations.
- Public Information Officer
 - Provides Public Information Officer support to City Manager

10. Health Department, Broward County.

- Coordinates health care during emergency situations.
- Provides public health information and education.
- Provides inspection of food and water supplies.
- Develops emergency public health regulations and orders.
- Supports collection, identification, and interment of deceased victims.
- Coordinates the provision of disaster mental health services to disaster victims, emergency workers, and/or others suffering trauma due to the emergency incident/disaster.
- Assesses and prioritizes animal service emergency needs.

- Identifies local facilities and resources available for animal concerns.
- Provides public information about emergency/disaster considerations for animals.

11. *Human Resources.*

- Provides information and assistance to City supervisors regarding the Deerfield Beach's personnel policies during emergencies.
- Provides coordination for employees working the disaster, and for those who return following the event.
- Assists City departments to accomplish their mission during an emergency by maintaining a roster of available City employees in non-essential positions who can be assigned to perform tasks required in other departments.
- Assists City departments by soliciting the appropriate human resources (volunteers) to meet the needs identified by those departments.
- Maintains a list of employee volunteers to assist in disaster recovery efforts.
- Coordinates efforts to provide shelter and mass care for City Employees and their families.
- Distributes information to employees regarding Red Cross and FEMA individual assistance programs.

12. *Management & Budget.*

- Finance
 - Staffs the EOC Finance Section, Time Unit, and Claims/Compensation Unit positions.
 - Establishes and maintains a single cost center system whereby emergency/disaster costs are identified and accumulated for state and federal reimbursements.
 - Assists City Departments with impending emergency purchasing procedures and maintaining records.
 - Establishes and maintains a system to meet finance, payroll, and other payment obligations during emergency/disasters.
 - Provides for security and protection of records and equipment.
 - Coordinates financial relief efforts with County, State, and Federal agencies.
 - Coordinates reimbursement efforts with County, State, and Federal agencies.
- Purchasing
 - Procures supplies and services.
 - Assists City Departments with expediting emergency purchasing procedures and maintaining records.
 - Processes orders and facilitates emergency purchases.
 - Facilitates emergency contracting of goods and services.
 - Maintains records.
 - Provides security and protection of records and equipment.
- Information Services
 - Provides telecommunications and computer support during and after an emergency/disaster.
 - Provides for security and protection of current and historical computer records and equipment.

- Confirms access to off-site computer and backup files to run critical applications, if necessary.
- Advises all City Departments of actions to be taken to secure computer equipment.
- Assures priority restoration of communication functions and systems.
- Provides GIS support to EOC operations.
- Provide remote access to employees working off site.

13. Mayor.

- Makes emergency policy decisions relative to in-progress emergency operations.
- Authorizes the City Manager to insure appropriate orders.
- Authorizes the City Manager to execute agreements with Federal and State relief agencies.

14. Planning & Growth Management.

- Staffs EOC Planning Section Chief and GIS Branch positions.
- Holds planning meetings to define and discuss objectives, goals, and assignments.
- Develops incident action plans during EOC operations.
- Maintains minutes and log for the Emergency Operations Center.
- Maintains forms and records that will be utilized for the emergency and coordinate distribution.
- Records all documents utilized for the emergency.
- Assists with establishing City of Deerfield Beach mitigation programs.
- Maintains vital information such as weather data, environmental data, special equipment needs, available water supply, etc.
- Maps management strategies for managing the emergency, and potential operational/environmental impacts and developments.
- Serves as a clearing house for information.
- During the recovery phase, provides land use and policy planning services.
- Encourages the business and industry community to develop emergency plans, and to participate in community mitigation and preparedness activities.
- Provides information on emergency assistance and recovery programs for businesses and their employees.

15. Police (Broward County Sheriff's Office & Hillsboro Beach Police).

- Member of the Crisis Action Team.
- Staffs the EOC Law Enforcement Branch positions.
- Provides security for City facilities, evacuated areas, shelters.
- Coordinates all law enforcement activities in the affected area(s) to include: maintenance of law and order; crowd control; traffic control; curfew enforcement.
- Orders and conducts evacuations when necessary to save lives and property.
- Provides law enforcement support to emergency response activities to include: rescue operations, damage assessment, and mobile units for public address warning.
- Advises Mayor, City Commission, City Manager, on need for curfews, area closures, and other considerations.

- Stages vehicle and equipment resources in effective positions throughout the community as determined by EOC Manager.
- Establishes traffic control routes for both evacuation and reentry; Maintains Evacuation Traffic Management Plan.
- Provides personnel and equipment as needed.
- Requests assistance through the state law enforcement mutual aid system as necessary.
- Determines and requests present and future need for military support resources.
- 911 Dispatch, Sheriff's.
 - Establishes communications from EOC with operational units and field incident commanders.

16. *Environmental Services.*

- Staffs the EOC Public Works/Utilities Branch positions.
- Obtains and coordinates public works response teams/personnel, equipment, and vehicles to the emergency scene, staging area, or other location(s), as appropriate.
- Provides engineering services and advice.
- Provides the City EOC with updated comprehensive lists of City equipment.
- Stages vehicle and equipment resources in effective positions throughout the community as determined by EOC Management.
- Provides personnel and equipment as needed.
- Provides specialized equipment to support emergency operations.
- Supports traffic control and search and rescue operations.
- Secures City Hall complex and other essential City facilities.
- Protects City facilities and vital equipment where possible.
- Supports damage assessment of City facilities
- Provides building inspection support.
- Assesses damage to streets, bridges, traffic control devices, and other public facilities.
- Coordinates with other City departments to establish a building priority list for the repair/servicing of air/heat systems.
- Coordinates the repair of damaged City facilities.
- Provides temporary repair of critical facilities.
- Restores damaged roads and bridges.
- Administers and manages contracted services.
- Obtains, coordinates energy resources.
- Arranges for the provision of emergency power sources where required.
- Provides assistance to local providers in locating and acquiring equipment necessary to restore local electrical and gas capabilities, and to restore the water/wastewater systems.
- Assesses damage to, repairs, and restores public utilities.
- Prioritizes restoration of utility service to vital facilities and other facilities.
- Coordinates repair and restoration of public utilities.

- Monitors recovery activities of privately-owned utilities.
- Responsible for the continued operations and restoration of operations of the water and sewer facilities.

17. Sustainable Management

- Coordinates continuation/resumption of trash and garbage collection throughout the City.
- Develops and maintains a Debris Management Plan; Recommends disposal sites for debris; Coordinates debris collection and disposal.
- Provides debris clearance, restoration of facilities and areas as needed, and maintenance of City streets.
- Coordinates emergency road clearance and removal of debris for reconnaissance of the damaged areas and passage of emergency personnel/equipment for health and safety purposes.
- Operates City fleet repair facility.
- Provides motor fuels for all City vehicles and fuel driven equipment.
- Stores equipment and vehicles in a safe place.

18. Risk Administrator. (H/R)

- Administers insurance and self-insurance claims.
- Notifies insurance carriers of damages.
- Assists with damage assessment of City properties.
- Coordinates the preparation of a Emergency Preparedness Handbook.
- Oversee such EOC administrative activities as the City Manager deems necessary.
- Have available lists of resources for providing information, equipment, supplies, or services during an emergency.
- Coordinates activities between County EOC Risk Management.

19. Senior Services.

- Staffs the EOC Medical Ground Support Unit.
- Advises City EOC of Senior Services activities.
- Advises all affected caregivers and participants of emergency status.
- Establishes contact with EOC as soon as possible for recovery operations.
- Coordinates transportation resources.
- Provides personnel and equipment as needed.
- Develops and implements procedures to solicit, register, screen, receive, and deploy local volunteers.
- Provides coordination of donations with the appropriate tasked organizations.
- Receives offers of donated goods and services; Matches offers to needs.
- Refers special medical needs residents to the Broward County Elderly & Veteran Services Division for pre-registration with special medical needs shelters as appropriate.
- Maintains the City's list of vulnerable populations through the use of the County's Vulnerable Populations Database.

CEMP

FINANCIAL MANAGEMENT



Financial Management

GENERAL

During and after emergency/disaster events normal fiscal and administrative functions as well as regulations may need to be temporarily modified or suspended in order to support emergency operations in a timely manner. Additionally, emergency costs must be documented in order to secure reimbursements from state and federal sources as appropriate.

POLICIES

1. All departments will make every effort possible to assure the safety of cash, checks, and accounts receivable; and, departments will assist in the protection of other valuable documents and records.
2. Departments will designate personnel to be responsible for documentation of disaster operations and expenditures. Emergency expenditures will be incurred in accordance with existing City emergency purchasing procedures.
3. During the emergency operations, non-essential administrative activities may be suspended; and, personnel not assigned to essential duties may be assigned to other departments to provide emergency support.
4. Each department will keep an updated inventory of its resources as part of their emergency plans and procedures to include personnel, facilities, and equipment.

ADMINISTRATION

1. During an emergency or disaster situation administrative procedures may be suspended, relaxed, or made optional in the interest of protecting life or property. Departments are authorized to take necessary and prudent actions in response to disaster emergency incidents. Emergency Service and Public Safety officers have independent authority to react as necessary to emergency situations.
2. Normal procedures which do not interfere with timely accomplishment of emergency tasks, will continue to be used. Those emergency administrative procedures which depart from "business-as-usual" will be described in detail in department emergency and disaster policies, procedures, and instructions or in the incident action plan.
3. Departments are responsible for keeping records of personnel's arrival time, duration of utilization, departure time, and other relative information. Departments will document injuries, lost/damaged equipment, and any other extraordinary costs related to the emergency/disaster situation.

FISCAL

1. The Purchasing Department shall facilitate the acquisition of all supplies, equipment, and services necessary to support the emergency response actions of Deerfield Beach.
2. When circumstances dictate, emergency response field personnel may be given purchasing authority through coordination with the Procurement Manager. A record of all purchases shall be reported to the Procurement Division in accordance with City purchasing policies. A complete and accurate record of all purchases, a complete record of all properties commandeered to save lives and property; and, an inventory of all supplies and equipment purchased in support of the emergency response shall be maintained.
3. Though certain formal procedures may be waived, this in no way lessens the requirement for sound financial management and accountability. Departments will identify personnel to be

responsible for documentation of disaster costs and utilize existing administrative methods to keep accurate records separating disaster operational expenditures from day-to-day expenditures. Documentation will include: logs, formal records and file copies of all expenditures, receipts, and personnel time sheets. Department Directors will be held responsible for deviations from emergency purchasing procedures.

4. A separate Emergency Operations Center (EOC) "Finance Section" may be activated to manage monetary and financial functions during large emergencies or disasters. When the Finance Section is activated, all documentation will be coordinated with the Finance Section Chief or designee.
5. Deerfield Beach may qualify for reimbursement of emergency costs from state and/or federal disaster recovery programs. Deerfield Beach may also collect damages from its insurance carriers. Proper documentation of all expenditures will maximize reimbursements and assistance. All Deerfield Beach departments and agencies are required to include procedures for emergency fiscal record keeping in their emergency plans.

LOGISTICS

1. Departments responding to emergencies and disasters will use their available resources first. When this plan is implemented, the EOC becomes the focal point for procurement; distribution; and replacement of personnel, equipment, and supplies. Scarce resources will be allocated according to established priorities and objectives of the Incident Commander(s).
2. Logistics will be needed to support the field operations, the Emergency Operations Center (EOC) operations, and disaster victims.
3. All departments are expected to maintain an inventory of all nonconsumable items, to include their disposition after the conclusion of the emergency proclamation. Items not accounted for or placed in City inventory as an asset will not be eligible for reimbursement.

INSURANCE

1. The City of Deerfield Beach maintains the following insurance coverages:
 20. Public officials' liability - \$1,000,000 each wrongful act/policy aggregate; \$100,000 each loss per occurrence.
 21. Excess General Liability, Auto liability - \$10,000,000 General Aggregate; \$5,000,000 each occurrence; \$200,000 self-insured retention (other than FS 768.28); \$100,000 per claimant; \$200,000 per occurrence FS 768.28.
 22. Municipal Property, \$47,991,129 TIV. \$5,000,000 windstorm, \$100,000 all other perils deductible, \$150,000 deductible pier, \$100,000 all other wind ded., 5% named storm deductible with \$250,000 min. per occurrence
 23. Utilities Property including Boiler & Machinery – Limit \$33,841,000 all other perils deductible \$25,000, named storm ded. - 5% of TV with \$500,000 deductible per occurrence.
 24. Medical Professional Liability (EMT) - \$100,000 each occurrence; \$300,000 annual aggregate.
 25. AD&D - \$57,398.52 in the Line of Duty, \$57,398.52 Fresh Pursuit; \$172,195.47 Unlawful & Intentional Death.
 26. Crime - Public Employee Dishonesty, \$250,000 theft per employee; \$750,000 employee theft for specified employees, \$100,000 Money & Securities Inside/Outside, \$2,500 deductible, Computer Fraud and Counterfeit Money \$250,000, \$2,500 deductible

- 27. Property, Municipal - \$2,500,000 Primary, per Occurrence; \$1,500,00 Flood & Earthquake; \$500,000 Ordinance or Law.
 - 28. Utilities Property - \$25,000,000 per Occurrence excess of \$2,500,000.
2. Insurance coverage is required by the federal government in the post disaster phase as per 44 CFR "subpart i". Information on the City's insurance policies will need to be available following a disaster.

CEMP

REFERENCES AND AUTHORITIES



References and Authorities

STATUTES, AUTHORITIES

1. *City of Deerfield Beach.*
 29. Deerfield Beach City Code.
 30. City of Deerfield Beach Storm Emergency Response Plan.
2. *Broward County.*
 31. Broward County Charter.
 32. Broward County Administrative Code, Section 1.11.
 33. Broward County Resolution 2002-08.
3. *References, Standard Operation Procedures.*
 34. Streets and Highways Division, Emergency Standard Operating Procedures.
 35. ESF-5 Planning and Information, Standard Operating Procedures.
 36. Human Services Department, Special Needs Shelters Standard Operating Procedures.
 37. ESF-17 Veterinary Concerns, Standard Operating Procedures.
 38. Animal Care and Regulation Division, Emergency Standard Operating Procedures.
 39. Water Management Division, Emergency Operating Procedures.
4. *Supporting Documents.*
 40. Streets and Highways Division Emergency Preparedness Plan.
 41. Broward County, Local Mitigation Strategy.
 42. Traffic Engineering Division, Emergency Preparedness Plan.
 43. Engineering Division, Hurricane Preparedness Plan.
 44. Florida Fire Chief's Association, Statewide Fire-Rescue Disaster Response Plan.
 45. Broward County Health Department, Emergency Operations Plan.
 46. BellSouth, Emergency Preparedness and Restoration Guidelines.
 47. Radio Amateur Civil Emergency Service, Communications Support Plan.
 48. Aviation Department, Hurricane Plan.
 49. Florida Army National Guard, Military Support to Civil Authorities Plan.
 50. United States Coast Guard, Miami Heavy Weather Contingency Plan.
 51. State of Florida, Marine Firefighting Plan.
 52. Florida Regional Evacuation Law Enforcement Staffing Plan.
 53. Ft. Lauderdale - Hollywood International Airport, Emergency Services Manual.
 54. Department of Planning and Environmental Protection, Emergency Plan.
 55. Broward County Sheriff's Office, Unusual Occurrence Plan.
 56. Office of Environmental Services, Hurricane Preparedness Plan.
 57. Broward County, Mass Casualty Incident Emergency Response Plan.
 58. Family Success Administration Division, Disaster Plan.
 59. Broward County, Rapid Impact Assessment Procedure.
 60. Local Emergency Planning Council, Hazardous Materials Plan.
 61. Port Everglades Coastal Oil Spill Plan.
 62. Aviation Department, Airport Crash Plan
 63. Broward County Comprehensive Plan

64. Public Works, Emergency Operations Plan.
65. Broward County Repetitive Loss Structures List
66. Federal Emergency Management Agency, National Flood Insurance Program's Community Participation List
5. *State of Florida.*
 67. Chapter 14, Governor.
 68. Chapter 23, as amended by Chapter 93-211, Laws of Florida.
 69. Chapter 125, County Government; Chapter 162, County or Municipal Code Enforcement; Chapter 166, Municipalities; and Chapter 553, Building Construction Standards.
 70. Chapter 161, Beach and Shore Preservation; Part III, Coastal Zone Preservation.
 71. Chapter 163, Intergovernmental Programs; Part I, Miscellaneous Programs.
 72. Chapter 187, State Comprehensive Plan.
 73. Chapter 252, Emergency Management.
 74. Chapter 380, Land and Water Management.
 75. Chapter 870, Affrays, Riots, Routs, Unlawful Assemblies.
6. *Federal.*
 76. Public Law 100-707, the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, allows for federal assistance through a Presidential Disaster Declaration.
 77. Public Law 93-288, as amended, which provides authority for response assistance under the Federal Response Plan, and which empowers the President to direct any federal agency to utilize its authorities and resources in support of state and local assistance efforts.
 78. Public Law 81-920, the Federal Civil Defense Act of 1950, as amended, provides a system for joint capability-building at the federal, state and local levels for all hazards.
 79. Public Law 93-234, Flood Disaster Protection Act of 1973, as amended, provides insurance coverage for all types of buildings.
 80. Public Law 99-499, Superfund Amendments and Reauthorization Act of 1986 (SARA), which governs hazardous materials planning and right-to-know.
 81. Public Law 101-615, Hazardous Materials Transportation Uniform Safety Act (HMTUSA), which provides funding to improve capability to respond to hazardous materials incidents.
 82. Public Law 95-510, Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA) as amended, which requires facilities to notify authorities of accidental releases of hazardous materials.
 83. Public Law 101 -549, Clean Air Amendments of 1990, which provides for reductions in pollutants.
 84. Public Law 85-256, Price-Anderson Act, which provides for a system of compensating the public for harm caused by a nuclear accident.
 85. Public Law 84-99 (33 USC 701n), Flood Emergencies, authorizing an emergency fund for flood emergency preparation, flood fighting and rescue operations, or repair and restoration of flood control works threatened or destroyed by flood.

86. Public Law 91-671, Food Stamp Act of 1964, in conjunction with Section 412 of the Stafford Act, relating to food stamp distributions after a major disaster.
87. Public Law 89-665 (16 USC 470 et seq), National Historic Preservation Act, relating to the preservation of historic resources damaged as a result of disasters.
88. Stewart B. McKinney Homeless Assistance Act, 42 USC 11331-11352, Federal Emergency Management Food and Shelter Program.
89. National Flood Insurance Act of 1968, 42 USC 4001 et seq.

ADMINISTRATIVE RULES

1. *State of Florida.*
 90. Florida Department of Community Affairs Administrative Rules 9G-2, 6, 7, 11, 12, 14, 16, and 17.
 91. Florida Department of Community Affairs Administrative Rules 9J-2 and 5.
2. *Federal.*
 92. 44 CFR Parts 59-76, National Flood Insurance Program and related programs.
 93. 44 CFR Part 13 (The Common Rule), Uniform Administrative Requirements for Grants and Cooperative Agreements.
 94. 44 CFR Part 206, Federal Disaster Assistance for Disasters Declared after November 23, 1988.
 95. 44 CFR Part 10, Environmental Considerations.
 96. 44 CFR Part 14, Audits of State and Local Governments.

EXECUTIVE ORDERS

1. *State of Florida.*
 97. Executive Order 80-29 (Disaster Preparedness), dated April 14, 1980.
 98. Executive Order 87-57 (State Emergency Response Commission), dated April 17, 1987; as updated by Executive Order 093-242.
2. *Federal.*
 99. Executive Order 11988, Floodplain Management.
 100. Executive Order 11990, Protection of Wetlands.

CEMP

ATTACHMENTS



Attachments

- A. *Primary/Support Matrix.*
- B. *Glossary of Terms, Acronyms.*
- C. *City of Deerfield Beach Organizational Chart.*
- D. *Declaration of Emergency Comparison of Florida Statutes.*
- E. *Sample Resolution of the City of Deerfield Beach Declaring a State of Local Emergency.*
- F. *Sample Resolution of the City of Deerfield Beach Repealing a State of Local Emergency,*
- G. *Mayor's Emergency Powers - Additional.*

PRIMARY/SUPPORT MATRIX

DEPARTMENTS, AGENCIES, & ORGANIZATIONS	1. Transportation	2. Communications	3. Public Works & Engineering	3.1 Debris Management	4. Firefighting	5. Information & Planning	6. Mass Care General Public	7. Resource Support	8. Health	9. Search & Rescue	10. Hazardous Materials	11. Food & Water	12. Energy	13. Military Support	14. Public Information	15. Volunteers & Donations	16. Law Enforcement & Security	17. Animal Protection	18. Special Medical Needs	19. Business & Tourism	20. Initial Disaster Assessment	21. Damage Assessment	22. Emergency Medical Services	23. Mass Care City Employees	24. Public Protection	25. Administration & Finance
City Attorney (Legal Services)						S		S								S									S	S
City Clerk		S				S									S							S				S
City Commission								S																	S	S
City Manager						S									P	S				S					S	S
Community Services	S	S	S	S			P	S				P			S	S					S	S		S		
Fire Rescue/Building Inspections																										
• Building/Inspections					S	S				S													P			
• Communications (Dispatch)		P																								
• Fire/Rescue			S	S	P	S	S	S	P	P	P	S	S						S		S	S	P	S	S	
• Emergency Management						S		S		S	S	S										S			P	S
• Public Information Officer															S											
Health Department, Broward Cty							S		P		S							P					S			
Human Resources							S	S				S				S								P	S	S
Information Services (GiS)		S		S																						
Management & Budget						S		P				S														
• Finance																					S	S		S		P
• Purchasing													S			S										
• Information Services		S				S	S	S													S	S				S
Mayor																				S						S
Planning & Growth Management				S		P							S							P					S	S
Police (BSO, HBPD)	S	S	S	S	S	S	S	S	S	S	S	S	S	P	S	S	P	S	S	S	P	S	S	S	S	S
• Dispatch		S																								
Public Works & Environmental Svc	S	S	P	P	S	S	S	S	S	S	S	S	P			S	S				S	S		S	S	
Risk Administrator						S		S								S						S			S	S
Senior Services	P						S	S	S			S				P			P				S	S		
Other:																										
Amateur Radio (Races)		S					S																		S	
American Red Cross					S		P		S			S			S	S			S		S	S		S		
CERT							S					S				S	S	S			S	S	S			
Chamber of Commerce																S				S		S				
Churches							S					S				S								S		
Civic Organizations							S									S				S						
Debris Management Contractors				S																						
Home Builders & Contractors			S	S																						
Salvation Army							S					S												S		
School District							S					S											S			
Utilities (Private)		S	S	S	S								S													

GLOSSARY OF TERMS & ACRONYMS

- A -

- B -

Broward County Emergency Operations Center (EOC): A County facility serving as a central location for the coordination and control of all county emergency preparedness and response activities.

- C -

Comprehensive Emergency Management (CEM): An integrated approach to the management of emergency programs and activities for all four emergency phases (mitigation, preparedness, response, and recovery), for all types of emergencies and disasters (natural, man-made, and attack), and for all levels of government (local, state, and Federal) and the private sector.

Comprehensive Emergency Management Plan (CEMP): Contains policies, authorities, concept of operations, legal constraints, responsibilities, and emergency functions to be performed. Agency response plans, responder SOPs, and specific incident action plans are developed from this strategic document.

Crisis Action Team (CAT): A flexible, supporting / coordinating service that could be: One person at home facilitating the coordination of personnel and resources to an incident scene; Several people convening in the Emergency Operations Center (EOC) or on-scene to assist the “Incident Manager” as needed.

- D -

Damage Assessment: Estimation of damages made after a disaster has occurred which serves as the basis of the Governor’s request to the President for a declaration of Emergency or Major Disaster.

Disaster: Any occurrence or imminent threat of widespread or severe damage, injury, or loss of life or property resulting from a Natural, Technological, and / or National Security incident, including but not limited to earthquake, explosion, fire, flood, high water, hostile military actions, hurricanes, landslide, mudslide, storms, tidal wave, tornado, wind-driven water, or other disasters.

Disaster, Catastrophic: Although there is no commonly accepted definition of a catastrophic disaster, the term implies an event or incident which produces severe and widespread damages of such a magnitude as to result in the requirement for significant resources from outside the affected area to provide the necessary response. A Catastrophic Disaster is defined as an event that results in large numbers of deaths and injuries; causes extensive damage or destruction of facilities that provide and sustain human needs; produces an overwhelming demand on State and local response resources and mechanisms; causes a severe long-term effect on general economic activity; and severely affects State, local, and private sector capabilities to begin and sustain response activities.

Disaster, Major: As defined under P.L. 93-288, any natural catastrophe, (including any hurricane, tornado, storm, flood, high water, wind-driven water, tidal wave, tsunami, earthquake, volcanic eruption, landslide, mudslide, snowstorm, or drought), or, regardless of cause, any fire, flood, or explosion, in any part of the United States, which in the determination of the President causes damage of sufficient severity and magnitude to warrant major disaster assistance under this Act to supplement the efforts and available resources of States, local governments, and disaster relief organizations in alleviating the damage, loss, hardship, or suffering caused thereby.

Disaster Analysis: The collection, reporting and analysis of disaster related damages to determine the impact of the damage and to facilitate emergency management of resources and services to the stricken area.

Disaster Recovery Center (DRC): A center set up in the disaster area where individual disaster victims may receive information concerning available assistance, and apply for the programs for which they are eligible. Disaster Recovery Center will house representatives of the federal, state, and local agencies that deal directly with the needs of the individual victim.

D & C: Direction and Control.

Disaster Field Office (DFO): An office established jointly by the Federal Coordinating Officer and State Coordinating Officer within the affected area for federal and state officials to coordinate disaster assistance and recovery efforts. The DFO houses the FCO and Emergency Response Team (ERT), and where possible, the State Coordinating Officer (SCO) and support staff.

- E -

Emergency: “Any aircraft crash, hurricane, tornado, storm, flood, high water, wind-driven water, tidal wave, tsunami, earthquake, volcanic eruption, landslide, mudslide, snowstorm, drought, fire, explosion, or other catastrophe which requires emergency assistance to save lives and protect public health and safety or to avert or lessen the threat of a major disaster.” (PL 93-288); Any occasion or instance for which, in the determination of the Governor, state assistance is needed to supplement local efforts and capabilities to save lives and protect property and public health and safety, or to lessen or avert the threat of a catastrophe in any part of the state.

Emergency Alert System (EAS): Formally the Emergency Broadcast System. Consists of broadcasting stations and interconnecting facilities that have been authorized by the Federal Communications Commission to operate in a controlled manner during emergencies.

Emergency Management: The preparation for and the carrying out of all emergency functions, other than functions for which the military forces are primarily responsible, to minimize injury and repair damage resulting from disasters caused by enemy attack, sabotage, or other hostile action, or by fire, flood, storm, earthquake, or other natural causes, and to provide support for search and rescue operations for persons and property in distress; Organized analysis, planning, decision-making, assignment, and coordination of available resources to the mitigation of, preparedness for, response to, or recovery from major community-wide emergencies. Refer to local and state emergency legislation.

Emergency Management Plans: Those plans prepared by federal, state and local governments in advance and in anticipation of disasters for the purposes of assuring effective management and delivery of aid to disaster victims, and providing for disaster prevention, warning, emergency response, and recovery.

Emergency Operations Center (EOC): A protected site from which public officials’ issue warnings and exercise direction and control during an emergency / disaster. It is equipped and staffed to provide support in coordinating and guiding emergency / disaster operations.

Emergency Protective Measures: Those efforts to protect life and property against anticipated and occurring effects of a disaster. These activities generally take place after disaster warning (if any) and throughout the incidence period.

Emergency Public Information: Information disseminated primarily in anticipation of an emergency, or at the actual time of an emergency; in addition to providing information as such, frequently directs actions, instructs, and transmits direct orders. Includes rumor-control processes.

Emergency Response Team (ERT): An interagency team, consisting of the lead representative from each Federal department or agency assigned primary responsibility for an ESF and key members of the FCO’s staff, formed to assist the FCO in carrying out his/her coordination responsibilities. The ERT provides a forum for coordinating the overall Federal response, reporting on the conduct of specific operations, exchanging information, and resolving issues related to ESF and other response requirements. ERT members respond to and meet as requested by the FCO.

The ERT may be expanded by the FCO to include designated representatives of other Federal Departments and agencies as needed.

Emergency Support Function (ESF): A functional area of response activity established to facilitate the delivery of Federal assistance required during the immediate response phases of a disaster to save lives, protect property and public health, and to maintain public safety. ESFs represent those types of Federal assistance which the State will most likely need because of the Overwhelming impact of a catastrophic or significant disaster on its own resources and response capabilities, or because of the specialized or unique nature of the assistance required. ESF missions are designed to supplement State and local response efforts.

Emergency Support Team (EST): An interagency group operating from the Federal Emergency Management Agency (FEMA) headquarters. The EST oversees the national-level response support effort and coordinates activities with the ESF primary and support agencies in supporting Federal response requirements in the field.

Exercise: Maneuver or simulated emergency condition involving planning, preparation, and execution; carried out for the purpose of testing, evaluating, planning, developing, training, and / or demonstrating emergency management systems and individual components and capabilities, to identify areas of strength and weakness for improvement of CEMP.

- F -

Federal Assistance: Aid to disaster victims or state or local governments by federal agencies authorized to provide assistance under federal statutes.

Federal Coordinating Officer (FCO): The person appointed by the president to coordinate federal assistance in an Emergency or a Major Disaster.

Federal Hazard Mitigation Officer (FHMO): Person appointed by the FCO responsible for managing federal hazard mitigation programs and activities.

Federal Interagency Hazard Mitigation Team (I-Team): Activated by the FHMO immediately following a Presidential Disaster Declaration, and made up of appropriate federal, state, and local government representatives to identify opportunities for hazard mitigation.

Federal / State Agreement: The agreement signed by the Governor and the Regional Director of the Federal Emergency Management Agency, specifying the manner in which federal assistance will be made available for a Presidential Declaration of Emergency, Fire Suppression, or Major Disaster, and containing terms and conditions consistent with applicable laws, executive orders, and regulations as the Administrator of FEMA may require.

FEMA: Federal Emergency Management Agency.

Florida Division of Emergency Management (FDEM): A division of the State Department of Community Affairs. FDEM is responsible for the direction and control of a state response and recovery organization.

Fujita-Pearson Tornado Scale: Measures tornado strength.

Rating	Winds (mph)	Expected Damage
F0	40- 72	Light
F1	73-112	Moderate
F2	113-157	Considerable
F3	158-206	Severe
F4	207-260	Devastating
F5	261-318	Incredible

- G -

Governor's Authorized Representative (GAR): That person named by the Governor in the Federal / State Agreement to execute on behalf of the state all necessary documents for disaster assistance following the declaration of an emergency or a major disaster, including certification of applications for public assistance.

Grantee: The state agency (DCA) that is eligible to receive federal dollars in a Presidential Disaster.

- H -

Hazard: Any situation that has the potential for causing damage to life, property, and / or the environment.

Hazard Mitigation Grant Program: Federal government may contribute up to 75 percent of the cost of hazard mitigation measures which the President has determined are cost-effective and which substantially reduce the risk of future damage, hardship, loss, or suffering in any area affected by major disaster. (Stafford Act, Sec. 404)

Hazard Mitigation Plan: Section 409 of the Stafford Act requires the state and affected local governments to prepare a hazard mitigation plan that evaluates the natural hazards within the disaster area(s) and recommends appropriate measures to reduce the risks from future disasters.

Hurricane, Tropical Storm Category 1-5: A large cyclone storm accompanied by high winds, extreme rainfall and storm surge.

Category	Winds (mph)
CAT-1	74-95
CAT-2	96-110
CAT-3	111-130
CAT-4	131-155
CAT-5	>155

Hurricane Advisory: A method for disseminating hurricane and storm data to the public every six (6) hours.

Hurricane Eye: The relatively calm area near the center of the storm. In this area winds are light and sky often partly covered by clouds.

Hurricane Season: The portion or the year having relatively high incidence of hurricane. In the Atlantic, Caribbean and Gulf of Mexico it is usually regarded as the period from June 1 through November 30.

Hurricane Watch: An announcement for specific areas that a hurricane or an incipient hurricane condition poses a threat to coastal and inland communities. All people in the indicated areas should take stock of their preparedness requirements, keep abreast of the latest advisories and bulletins and be ready for quick action in case a warning is issued for their areas.

Hurricane Warning: A warning that one or both of the following dangerous effects of a hurricane are expected in a specified coastal area in 24 hours or less: (a) Sustained winds 74 miles per hour (64 knots) or higher; (b) Dangerously high water or a combination of dangerously high water and exceptionally high waves, even though winds expected may be less than hurricane force.

- I -

Incidence Period: For Emergencies or Major Disasters declared pursuant to PL 93-288, those days or parts thereof officially designated by the President or a representative as the dates upon which damages occurred.

Incident Command System (ICS): Combination of facilities, equipment, personnel, procedures, and communications operating within a common organizational structure with responsibility for management of assigned resources to effectively direct and control the response to an incident. Intended to expand as situation requires larger resource, without requiring new, reorganized command structure.

Individual Assistance: Financial or other aid provided to private citizens to help alleviate hardship and suffering, and intended to facilitate resumption of their normal way of life prior to disaster.

Individual Assistance Officer: State Human Services officer designated to coordinate individual assistance programs.

- J -

Joint Information Center (JIC): The primary field location for the coordination of Federal and State media relations, located in or near the DFO.

- K -

- L -

LEPC: Local Emergency Planning Committee: A committee appointed by the State emergency response commission (SERC), as required by Title II of SARA, to formulate a comprehensive emergency plan to deal with Hazardous Materials for its district. (See SARA)

Local Emergency: The duly proclaimed existence of conditions of a disaster or of extreme peril to the safety or health of persons and property within local jurisdictional boundaries. The emergency may be declared by a mayor or his/her designee and would normally be issued concurrent with a county declaration by the board of County Commissioners prior to requesting state and / or federal assistance.

Local Government: Any county, city, village, town, district or other political subdivisions of the state, any Indian tribe or authorized tribal organization, and including any rural community or unincorporated town or village or any other public entity for which an application for assistance is made by the state or political subdivision thereof.

- M -

Mitigation: Any action "determined to be cost-effective which substantially reduces the risk of future damage, hardship, loss, or suffering in any area affected by a major disaster (Stafford Act, P.L. 93-288, as amended, Sec. 404).

- N -

National Hurricane Center (NHC): Located in Miami, the NHC maintains a continuous watch on tropical cyclones over the Atlantic, Caribbean, Gulf of Mexico, and the Eastern Pacific from May 15 through November 30. The Center prepares and distributes hurricane watches and warnings, and marine advisories for the general public.

- O -

- P -

Public Assistance: Financial or other aid provided to political subdivisions and Indian tribes to facilitate restoration of public facilities to pre-disaster functions and capabilities.

Public Assistance Officer: State Infrastructure Officer designed to facilitate, manage restoration of public facilities to pre-disaster functions and capabilities.

Public Facility: Any flood control, navigation, irrigation reclamation, public power, sewage treatment and collection, water supply and distribution, watershed development, airport facility, non-federal aid street, road or highway, and any other public building, structure or system including those used exclusively for recreation purposes.

- Q -

- R -

Rapid Response Teams (RRT): Teams comprised of trained individuals in specific fields (law enforcement, fire, public works, building officials, etc.). RRT's are organized from local governments when activated, operates under the state as an operating unit of the State Emergency Response Team.

Recovery: Activities traditionally associated with providing Federal supplemental disaster recovery assistance under the Presidential Major Disaster Declaration. These activities usually begin within days after the event and continue after the response activities cease. Recovery includes individual and public assistance programs, and mitigation.

Regional Director: Director of a Regional Office of the Federal Emergency Management Agency (FEMA).

Response: The efforts to minimize the risks created in an emergency by protecting the people, the environment, and property, and the efforts to return the scene to normal pre-emergency conditions.

- S -

Saffir-Simpson Hurricane Scale: Measures hurricane strength.

Category	Winds (mph)
CAT-1	74-95
CAT-2	96-110
CAT-3	111-130
CAT-4	131-155
CAT-5	>155

SARA: Superfund Amendments and Reauthorization Act of 1986 (PL 99-499). Extends and revises Superfund authority (in Title I & II). Title III of SARA includes detailed provisions for community planning and Right-To-Know systems.

SERC: State Emergency Response Commission, designated by the Governor, responsible for establishing hazardous material planning districts and appointing / overseeing Local Emergency Planning Committees. (See SARA)

Situation Report: Initial impact, damage assessment report.

Squall: A sudden increase of wind speed by at least 18 miles per hour (15 knots) and rising to 25 miles per hour (22 knots) or more, and lasting for at least one minute.

Stafford Act ("Robert T. Stafford Disaster Relief and Emergency Assistance Act" P.L. 93-288, as amended): Provides authority for response assistance under the Federal Response Plan, and which empowers the President to direct any federal agency to utilize its authorities and resources in support of state and local assistance efforts.

State Coordinating Officer (SCO): The person appointed by the Governor for the purpose of coordinating state and local disaster assistance efforts with those of the federal government.

State of Emergency: An emergency proclaimed as such by the Governor pursuant to state law.

State Emergency Plan: As used in Section 201(b) of PL 93-288; that state plan which is designed specifically for state-level response to emergencies or major disasters and which sets forth actions to be taken by the state and local governments including those for implementing federal disaster assistance. (Known as the Comprehensive Emergency Management Plan or State Emergency Operations Plan) Execution of the State Comprehensive Emergency Management Plan is a prerequisite to the provision of federal assistance authorized by PL 93-288.

State Hazard Mitigation Officer (SHMO): State official responsible for coordinating the preparation and implementation of the State Hazard Mitigation Plan (pursuant to Section 409 of the Stafford Act) and implementation of the Hazard Mitigation Grant Program (pursuant to Section 404 of the Stafford Act).

State Hazard Mitigation and Recovery Team (SHMART): Representatives from key state agencies, local governments, and other public and private sector organizations that influence development and hazard management policies within the state.

State Wide Mutual Aid Agreement: A document, that when executed, provides political subdivisions of the State of Florida who become a party to the agreement are authorized under Chapter 252, Florida Statutes, to request, offer or provide assistance to any other signatory to the agreement if authorized by the SERC.

Standard Operating Procedure (SOP): A ready and continuous reference to those roles, relationships and procedures within an organization which are used for the accomplishment of broad or specialized functions which augment the Comprehensive Emergency Management Plan; Set of instructions having the force of a directive, covering features of operations which lend themselves to a definite or standardized procedure without loss of effectiveness, and implemented without a specific direct order from higher authority.

Storm Surge: The high and forceful dome of wind driven rising tidal waters, sweeping along the coastline near where the eye makes landfall or passes close to the coast.

Sustained Wind: The wind obtained by averaging observed value over a one-minute period.

- T -

Tornado: A relatively short-lived local storm, that is composed of violently rotating columns of air that descend in the familiar funnel shape from a thunderstorm cloud system.

Tornado Warning: Indicates a tornado has been sighted or is spotted on radar. Warnings will give the location of the tornado and the area immediately affected by the warning.

Tornado Watch: Indicates that the weather conditions are favorable for a tornado to develop and that the sky should be watched.

Tropical Cyclone: A non-frontal cyclone of synoptic scale, developing over tropical or sub-tropical waters and having a definite organized circulation.

Tropical Depression: A tropical cyclone in which the maximum sustained surface wind is 38 miles per hour (33 knots) or less.

Tropical Disturbance: A moving area of thunderstorms in the tropics.

Tropical Storm: A warm core tropical cyclone in which the maximum sustained surface wind is in the range of 39 to 73 miles per hour (34-63 knots) inclusive.

Tropical Storm Warning: A warning of sustained winds in the range of 39-73 miles per hour (34 to 63 knots) inclusive.

Tropical Wave: A westward moving trough of low pressure embedded in the deep easterly current. It tends to organize low level circulation and may travel thousands of miles with little change in shape, sometimes producing significant shower and thundershower activity along its path.

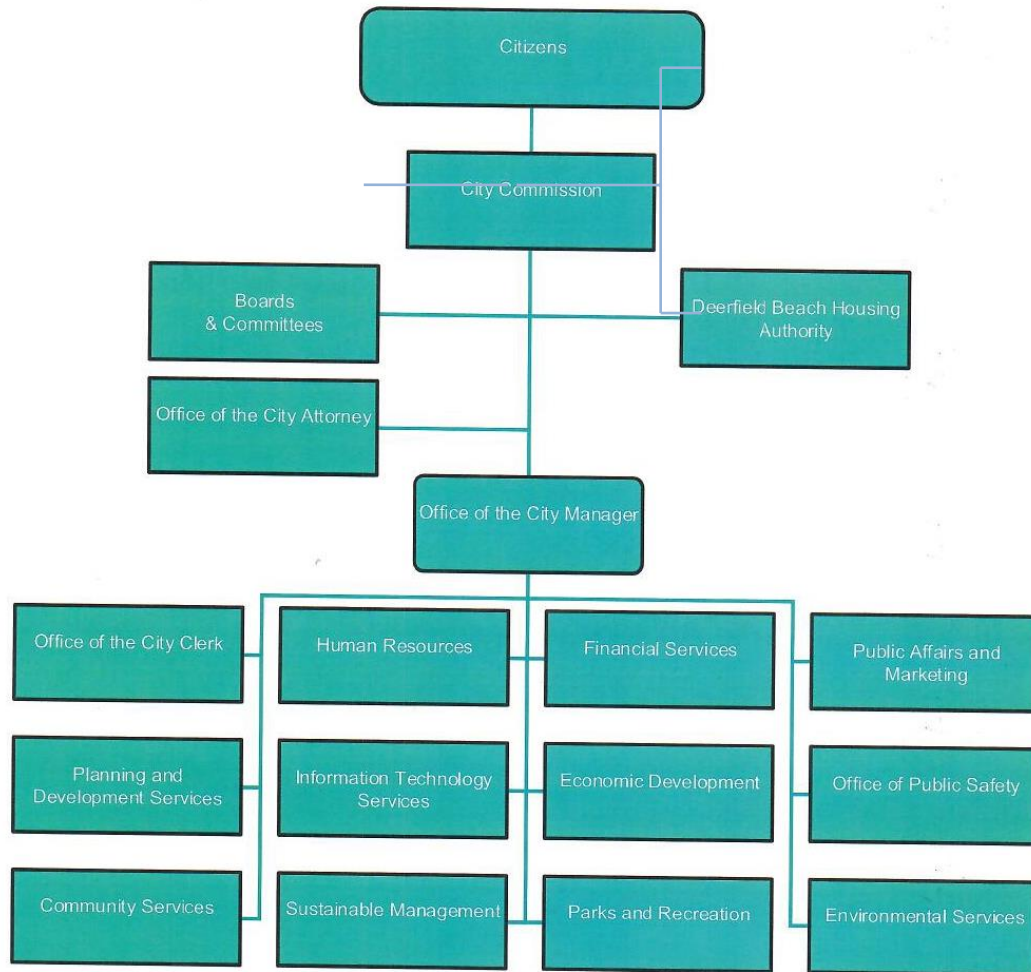
Title III (or SARA): The “Emergency Planning and Community Right-To-Know Act of 1986.” Specifies requirements for organizing the planning process of the State and local levels for specified extremely hazardous substances; minimum plan content; requirements for fixed facility owners and operators to inform officials about extremely hazardous substances present at the facilities; and mechanisms for making information about extremely hazardous substances available to citizens. (42 USC not., sec. 11001, et. seq.-1986)

- U -

- V - W - X - Y - Z -

City of Deerfield Beach

Organization Chart



DECLARATION OF EMERGENCY COMPARISON OF FLORIDA STATUTES

A DECLARATION OF EMERGENCY COMPARISON OF FLORIDA STATUTES CHAPTER 252.38 (3) (EMERGENCY MANAGEMENT) AND FLORIDA STATUTES CHAPTER 870.043 (LAW ENFORCEMENT-AFFRAYS; ROUTS; UNLAWFUL ASSEMBLIES)

F/S 252.38 (3) EMERGENCY MANAGEMENT	F/S 870.043 LAW ENFORCEMENT
DECLARATION: "State of Local Emergency". BY: Does not say. Implied head of government. DURATION: 7 days. Extended in 7 day increments. WHAT DOES IT DO: Authorizes city to request county and state assistance and/or to invoke emergency related mutual aid. SPECIFIC POWERS & AUTHORITIES: To waive the procedures and formalities required by law to: • Performance of public work and taking whatever prudent action necessary to ensure the health, welfare and safety of the community. • Enter into contracts. • Incurring obligations. • Employment of permanent or temporary workers. • Utilization of volunteer workers. • Rental of equipment. • Acquisition and distribution with or without compensation of supplies, materials and facilities. • Appropriation and expenditure of public funds.	DECLARATION: "State of Emergency". BY: Specific. Either Mayor or Chief of Police. DURATION: 72 hours maximum. Extension of 72 hours by resolution or ordinance. WHAT DOES IT DO: Protects citizens from clear and present danger. SPECIFIC POWERS & AUTHORITIES: <u>AUTOMATIC EMERGENCY MEASURES PROHIBITS:</u> • Exchange of any type of firearms or ammunition. • Intentional display of firearms and ammunition. • Intentional possession of a firearm in a public place except for law enforcement officers and military personnel. <u>DISCRETIONARY EMERGENCY MEASURES:</u> • Establish curfews. • Prohibit sale or distribution of alcohol. • Prohibit possession of alcohol in a public place. • Authorizes closing of public places (with exceptions). • Prohibits sale or the transfer of gas or other flammable or combustible liquids (except normal delivery). • Prohibit possession of portable containers of gas, etc. in a public place.

SAMPLE RESOLUTION DECLARING A STATE OF LOCAL EMERGENCY *

WHEREAS, the National Hurricane Center recognizes the danger to coastal residents of Florida from Hurricane _____ by posting a Hurricane _____ from _____ to _____ ; and

WHEREAS, the City of Deerfield Beach requires an extensive period of time to evacuate residents from the hazards of a hurricane, and

WHEREAS, the current forecast error of the National Hurricane Center does not allow for a confident prediction of the track of Hurricane _____ at that point in time coinciding with the City of Deerfield Beach's estimated evacuation times; and

WHEREAS, Hurricane _____ has the potential for causing extensive damage to public utilities, public buildings, public communication systems, public streets and roads, public drainage systems, commercial and residential buildings and areas as well as causing life threatening conditions for the residents; and

WHEREAS, Chapter 253.38 (6) (e), Florida Statutes, provides authority for a political subdivision such as the City of Deerfield to declare a state of Local Emergency and to waive the procedures and formalities otherwise required of political subdivisions in order to take whatever action is necessary to ensure the health, safety and welfare of the community, now therefore

BE IT RESOLVE BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH: That Hurricane _____ poses a serious threat to the lives and property of the residents of the City of Deerfield Beach and that a state of Local Emergency shall be declared, effective immediately, for all areas within the corporate limits of the City of Deerfield Beach.

Be it further resolved that the City Commission hereby exercises its authority and waives the procedures and formalities required by law of a political subdivision, as provided in Chapter 252.38 (6)(e).

PASSED AND ADOPTED by the City Commission of the City of Deerfield Beach this _____ day of _____ 200__.

CITY OF DEERFIELD BEACH, FLORIDA

_____, Mayor

ATTEST:

_____, City Clerk

*** NOTE: To be modified for other hazards as appropriate.**

SAMPLE RESOLUTION REPEALING A STATE OF LOCAL EMERGENCY *

WHEREAS, Hurricane _____ and its effects no longer pose a serious threat or danger to the lives and property of the residents of the City of Deerfield Beach, now therefore

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH:

That Resolution NO. _____ declaring a State of Local Emergency to exist in the City of Deerfield Beach during the emergency regulating from Hurricane _____ is hereby repealed effective this _____ day of _____, 200__.

PASSED AND ADOPTED by the City Commission of the City of Deerfield Beach this _____ day of _____ 200__.

CITY OF DEERFIELD BEACH, FLORIDA

_____, Mayor

ATTEST:

_____, City Clerk

*** NOTE: To be modified for other hazards as appropriate.**

CITY'S EMERGENCY POWERS - ADDITIONAL

(Provided as Example Only)

In addition to any other powers conferred upon the City Manager by Law, he/she may:

1. Suspend the provisions of any regulatory ordinance prescribing procedures for the conduct of City business, or the orders or regulations of any City Department if compliance with the provisions of the code, order or regulation would prevent, or substantially impede or delay action necessary to cope with the disaster emergency.
2. Use all the resources of the City Government as reasonably necessary to cope with the disaster emergency.
3. Transfer personnel or alter the functions of City Departments and offices or units of the for the purpose of performing or facilitating the performance of disaster emergency services.
4. Subject to any applicable requirements for compensation, commandeer or utilize any private property, except for all news media other than as specifically provided for in this plan, if he/she considers them necessary to cope with the disaster emergency.
5. Direct and compel the relocation of all or part of the population from any stricken or threatened area in the City, if he/she considers relocation necessary for the preservation of life or for other disaster mitigation purposes.
6. Prescribe routes, modes of transportation and destinations in connection with necessary relocation.
7. Control ingress to and egress from a disaster area, the movement of persons within the area and the occupancy of premises in it.
8. Suspend or limit the sale, dispensing or transportation of alcoholic beverages, firearm ammunition, explosives and combustibles.
9. Make provisions for the availability and use of temporary emergency housing.
10. Impose a curfew upon all or any portion of the City thereby requiring all persons in such designated and restricted curfew areas to remove themselves from public property, streets, alleys, sidewalks, thoroughfares, vehicle parking areas or other public places except that physicians, nurses and paramedical personnel performing essential medical services, utility personnel maintaining essential public services, firemen, members of the news media upon showing of authorized press cards, emergency volunteers and City authorized law enforcement officers and personnel may be exempted from such curfew. The curfew may be applicable to any such hours of the day or night as the City Manager deems necessary in the interest of public safety and welfare.
11. Allocate, ration or redistribute food, water, fuel, clothing and other items he/she deems necessary.
12. The City Manager may obtain vital supplies, equipment and other properties found lacking and needed for the protection of the health, life and property of the people, and bind the City for the fair value thereof.
13. The City Manager shall order City emergency forces to the aid of other communities when required in accordance with the status of the State and he/she may request the State or a political subdivision of the State to send aid to the City in ease of disaster when conditions in the City are beyond the control of local emergency services forces.

CEMP

MITIGATION PROGRAMS



Mitigation Programs

GENERAL

Mitigation includes actions accomplished before an event to prevent causing a disaster, or to reduce the effects, save the most lives, prevent the most damage, and are the most cost effective. All City departments will enforce public safety mandates of the Deerfield Beach City Code to include land use management and building codes; and, recommend to the Mayor and City Commission legislation required to improve the emergency readiness of the community.

This program requires:

101. Working knowledge of related federal regulations, guidelines, reports.
102. Significant follow through for the duration of the recovery phase.
103. Ability to implement this structure during emergencies.
104. Ability to effectively manage the system during the response and recovery phases.

Philosophically, there are three things we can do to mitigate. We can:

1. Act on the hazard (the cause of the emergency).
2. Act on the people (the population effected by the emergency).
3. Act on the interaction between the hazard and the people.

Mitigation activities may be undertaken before a hazard event or afterwards. Pre-event mitigation activities are highly desirable, since the period immediately following a hazard event is often a difficult one in which to make mitigation decisions. If put in place soon enough, these activities can sometimes reduce the damage caused by the next event. Also, mitigation can break the cycle of repeated destruction resulting from hazard events. Mitigation typically is a difficult, long-term task, but is well worth the effort.

It is the policy of Deerfield Beach to support mitigation activities which would eliminate or reduce disaster damages and to coordinate recovery efforts with long term development and hazard mitigation plans of the City. This is done a number of ways including, but not limited to, the land use planning process and the enforcement of existing codes; enhancement of codes; and mitigation requirements in the permit process. Since mitigation efforts will not eliminate all disasters, the City shall endeavor to be as prepared as possible for all disasters.

Deerfield Beach Departments are encouraged to support mitigation efforts that fall within their respective missions. The City has a system of Boards and Commissions with the ability to effectively address many mitigation issues.

It is the policy of Deerfield Beach city agencies will enforce all public safety mandates of the Deerfield Beach City Code to include land use management and building codes; and, recommend to the Mayor/City Council legislation required to improve the emergency readiness of the community.

DEERFIELD BEACH MITIGATION PROGRAMS

Department Responsibilities

Note: Details and further information is contained in the Broward County Local Mitigation Strategy, 2017.

- *Mitigation Measures.*
- The City Manager is ultimately responsible for all City departments and mitigation programs.

- The Information Services Director is responsible for protecting the City's important digital records, computer network, and data base systems. The Director shall develop a plan to protect the information technology structure of the City before, during, and after an event.
- The Building Department provides assessment and permit processing of construction.
- The Office of Public Safety prepares and updates the City of Deerfield Beach Comprehensive Emergency Management Plan (CEMP).
- Emergency Management is the function that coordinates the mitigation activities of all departments within the City, serving as a conduit of information and ensuring the most efficient use of resources.
- The BSO Fire Department has initiated a Community Emergency Response Team (CERT) program to provide training to citizens enabling them to provide immediate response to their families and neighborhood in the event of a disaster. The Basic Training Course covers Preparedness, Fire Suppression, Medical (triage, head-to-toe patient assessment, treatment for burns, lacerations, fractures, sprains and other injuries), Light Search & Rescue, Terrorism, Disaster Psychology, and Team Organization.
- The Environmental Services is responsible for identifying and managing mitigation projects in the city in relation to flood protection, wind protection, beach erosion, etc...
- The Office of Emergency Management prepares and updates the Deerfield Beach Comprehensive Emergency Management Plan (CEMP).
- Broward County Health Department supports community health and disease prevention programs and air quality and water quality programs.
- The Broward County School District develops district and building hazard mitigation and emergency plans in accordance with state and district guidance and policy.
- *Public Information.* All public information bulletins and broadcasts released from the City government are cleared by the City Manager.
- The Public Information Officer is responsible for coordinating and disseminating emergency/disaster related information to the public.
- The Planning and Growth Management Department administers the National Flood Insurance Program/Community Rating System program and provides numerous public information activities that includes: provision of Flood Insurance Rate Map (FIRM) map information; an annual outreach project published in the community newsletter regarding mitigation of flood hazards; encourages real estate agents to disclose flood hazard information; ensures that the library contains reference materials on hazard mitigation; and offers presentations on environmental and flood hazard issues to community groups.
- The Fire Department's Division of Public Education provides numerous public outreach projects, including hurricane seminars to encourage the citizens to prepare for a disaster. Many other outreach projects are provided to various groups, including school children.
- The Fire Department Building Inspectors review all commercial building permit applications, and provides technical assistance with incorporation of health and safety measures into development plans.
- The Broward County Sheriff's Office provides public safety information and numerous public safety and crime prevention projects.

- The State Transportation Department provides informational signs on designated evacuation routes.
- The City developed and maintains a "Business Alliance" educational program to assist small businesses develop their emergency and business continuity plans.
- *Preventative/Property Protection.*
- The City's Planning and Growth Management Department with support from the Emergency Management Coordinator is responsible for the preparation and administration of the City of Deerfield Beach Comprehensive Plan that contains goals, objectives, and policies relating to pre- and post-disaster mitigation, sheltering, evacuation, stormwater management, etc.
- Deerfield Beach participates in the National Flood Insurance Program/Community Rating System program and has committed to address building attributes such as elevations and substantial improvements. However, the City does not have an active program for relocation, acquisition, or elevation of structures due to limited repetitive loss structures. Nevertheless, numerous privately-owned structures exist which are theoretically at high risk because they do not meet current standards for flood elevation and wind resistance.
- The Environmental Services advises all flood zone property owners that federally backed mortgages require flood insurance for those properties having structures located in a "A" or a "V" Flood Zone on the National Flood Insurance Program (NFIP) Flood Insurance Rate Map (FIRM). The Department also advises that flood insurance may be obtained at a reduced rate for properties having structures located in "B" or "C" flood zones. The City has committed to give this advice to all inquiries as part of its National Flood Insurance Program/Community Rating System program.
- The Fire Department and Building Inspectors apply the South Florida Building Code and Life Safety Code to all building permit applications.
- Risk Management coordinates work safety/hazard mitigation activities for City employees occupying City facilities.
- *Environmental Protection.*
- The City of Deerfield Beach Comprehensive Plan has numerous policies restricting activities that would degrade the natural environment including the buffering from coastal wave action, beach re-nourishment, etc.
- The Fire Department and private contractors provide emergency response to and cleanup of Hazardous Material incidents.
- The Environmental Services provides monitoring of water quality and discharging of waste.
- *Pre and Post Disaster Redevelopment and Mitigation Measures.*
- The City of Deerfield Beach Comprehensive Plan provides the guide for the City's efforts relative to evacuation, shelter, hazard mitigation in the Coastal High Hazard Area, and post disaster redevelopment. See the City's Comprehensive Plan.
- *Preventative.*
- Environmental Services is responsible for public drainage system maintenance.
- Private groups and homeowners' associations assist with cleanup and maintenance drainage systems, creeks, etc.

- Environmental Services is responsible for mowing of City controlled vacant lots to reduce grass fire potential.
- Code Enforcement enforces codes forbidding littering and dumping in creeks, streams, and vacant lots to assist in maintaining the function of the City's drainage system.
- Broward County Emergency Management has assisted the public schools in developing severe weather storm plans.
- The City is active with the SARA Title III (hazardous materials) prevention program to include: identification of hazardous material sites, plotting plumes (GIS), encouraging facility emergency plans, warning, etc.
- *Other Pre-disaster Mitigation Strategies.*
- Through the Local Mitigation Planning Program, the City of Deerfield Beach will work with Broward County Emergency Management Division to identify potential mitigation projects that will reduce future damage and expenditure of disaster recovery funds.
- Deerfield Beach will establish project funding priorities and will submit applications as appropriate to state and federal funding sources. Should an award be received, Deerfield Beach will establish procedures and adhere to state, federal guidelines in the use of the funds.
- **State And/or Federal Mitigation Programs**
- State and federal government mitigation programs are numerous, varied, and are often hazard specific. Funding to local government varies. A Presidential Declaration will require mitigation planning as a requirement of receiving federal assistance.
- **Post Disaster**
- *Hazard Mitigation Reports.*
- When the President makes a Disaster Declaration, the Disaster Relief Act of 1974, Section 408, as amended, sets forth certain conditions for receiving any federal disaster loans or grants, specifically that mitigation measures will be taken to prevent such damages from reoccurring. The ability of Deerfield Beach to comply with these requirements will depend on manpower requirements and funding availability.
- Deerfield Beach will use the Disaster Declaration to highlight geographic and subject areas (infrastructure, human services, mitigation) that need further addressing.
- *Interagency Hazard Mitigation Team.*
- An Interagency Hazard Mitigation Team is established consisting of representatives from federal, state, and local government. The Department of Community Development will assist Deerfield Beach Division of Emergency Management in coordinating efforts and selecting Deerfield Beach mitigation team members during Presidentially declared disasters.
- The role of Deerfield Beach is to provide local coordination and to identify geographic areas for survey tours.
- The Interagency Hazard Mitigation Team prepares three reports at different time intervals after the disaster to document mitigation needs, recommendations for actions, and progress on mitigation activities to reduce future impacts in the disaster area. The Federal Emergency Management Agency (FEMA) provides guidance for these reports through the Florida Division of Emergency Management after a Presidential Declaration of Disaster.

- *Mutual Aid.*
- Deerfield Beach is a signator to the State of Florida, Division of Emergency Management, state-wide "Mutual Aid Agreement". The positions of signator authority are City Manager, Public Safety Director, Environmental Services Director, and Emergency Management Coordinator.
- *Long-term Redevelopment.*
- A local task force will be established to guide long-term redevelopment.
- Deerfield Beach will establish new procedures and policies as required to ensure compliance with state and federal requirements.
- Deerfield Beach will work closely with Department of Community Affairs/Division of Emergency Management in preparing a post-disaster redevelopment plan.

- **References**
- *Flood Hazard Mitigation Plan.*
- *Post Disaster and Mitigation and Recovery Plan.*
- *Broward County Hazard Vulnerability Analysis.*
- *Broward County Local Mitigation Strategy.*
- *City Comprehensive Plan.*

- **Attachments**
- *Safety & Health Learning Center of South Florida.*

Safety & Health Learning Center of South Florida

Welcome to the Safety & Health Learning Center of South Florida. It is our mission to support and supplement health and safety learning activities by providing the resources, training, equipment, and interactive learning opportunities for individuals, corporations and families. Located in Deerfield Beach, Florida, this 17-acre campus is at the intersection of Interstate 1-95 and SW 10 Street featuring:

City of Deerfield Beach Fire Station and nation's first Mitigation Operation Center

Designed to coordinate all activities relating to emergency preparedness, the fifty thousand square foot fire station includes the nation's first Mitigation Operation Center. Able to withstand a category four hurricane, this state-of-the-art facility includes an emergency operations center and technology information services. *Tours available by appointment.*

National Safety Council South Florida Chapter

Serving the South Florida community since 1965, the National Safety Council is the nation's leading advocate for safety and health. The mission as a nonprofit, international public service organization is dedicated to protecting life and promoting health, improving the safety, health and environmental wellbeing of all people.

State Farm Insurance "Good Neighbor House" ®

A home built with more than one hundred safety construction features and design techniques available to make homes safer and less prone to damage. The house demonstrates how to build a safer home, to better protect your family and reduce property loss in the event of a natural disaster including: hurricane, water damage, fire or other disaster.

CEMP

PREPAREDNESS PROGRAMS



Preparedness Programs

GENERAL

City departments will remain vigilant to crises within their areas of responsibility. City emergency service departments will prepare for emergencies by maintaining existing or developing detailed emergency plans and procedures to enable first responders to accomplish the tasks normally expected of them. All City departments will prepare for disasters by developing departmental plans and procedures to accomplish the extraordinary tasks necessary to integrate the department's total capabilities into a City disaster response. City departments will ensure their employees are trained to implement emergency and disaster procedures and instructions.

Departments will validate their level of emergency readiness through internal drills and participation in exercises selected by the City. Other government jurisdictions within and outside City boundaries will also be encouraged to participate in these exercises. Exercise results will be documented and used in a continuous planning effort to improve the City's emergency readiness posture. This joint, continuous planning endeavor will culminate in revisions to this plan in the constant attempt to achieve a higher state of readiness for an emergency or disaster response.

Preparedness consists of almost any pre-disaster action assured to improve the safety or effectiveness of disaster response. Preparedness consists of those activities with the potential to save lives, lessen property damage, and increase individual and community control over the subsequent disaster response.

General Preparedness Activities

1. On-going community emergency preparedness activities coordinated by the Division of Emergency Management include:
 105. Encouraging residents and businesses to develop and maintain response, recovery plans.
 106. Response resource maintenance.
 107. Equipment, supply acquisition for emergency response to include terrorism.
 108. Disaster drills.
 109. Emergency communications tests.
 110. Emergency public information tests.
 111. Emergency power tests.

Terrorism Preparedness Activities

1. The City is participating in County and State terrorism programs as they become available.
2. The Fire-Rescue Department has developed a Bio-Terrorism Task Force.
3. The Fire-Rescue Department has developed "special response training" (Level B protection) to assist County response units.

Training Activities

1. State and federal agencies offer a variety of training and education programs available to local government. Training opportunities are provided, coordinated by the Florida Division of Emergency Management (FDEM) and the Federal Emergency Management Agency (FEMA), and include:
 112. Emergency management training and education programs for first responders, emergency workers, emergency managers, public/private officials, and others.

- 113. Preparedness information/programs for the general public.
- 2. Deerfield Beach Division of Emergency Management will:
 - 114. Encourage departments to provide personnel training in specific emergency management skills and related professional development.
 - 115. Ensure training for Crisis Action Team (CAT)/Emergency Operations Center (EOC) staff.
 - 116. Encourage public education efforts for schools, community groups, businesses, city employees, and the general public.
 - 117. Coordinate drills and exercises.
- 3. Deerfield Beach Departments are expected to:
 - 118. Ensure that their employees are trained in the concepts of the City's Comprehensive Emergency Management Plan (CEMP), and in their particular department/agency emergency plans and standing operational procedures.
 - 119. Encourage their employees to develop personal preparedness plans and supplies.
 - 120. Encourage department public education programs to include emergency preparedness and emergency management information.
- Other:
 - 121. The Deerfield Beach Chamber of Commerce promotes community emergency preparedness and planning via participation in "Business Organizations Active in Response to Disasters (BOARD)".
 - 122. The Fire-Rescue Department provides public information on first aid, Cardio Pulmonary Resuscitation (CPR), fire prevention, and disaster preparedness.

Exercise Activities

The Deerfield Beach Office of Public Safety will coordinate involvement of the Deerfield Beach administration, department heads, CAT Team, and key staff in situational drills, table top exercises, and/or functional exercises to test the Comprehensive Emergency Management Plan (CEMP), and the City's capability to respond to emergencies.

Public Awareness and Education Activities

Public education programs and materials will be made available upon request, as time and resources permit, to all segments of the community. Program goals are to increase awareness of hazards, explain how best to safely respond, and promote self-preparedness. Efforts are focused on schools, community groups, associations, businesses, residents, and Deerfield Beach employees.

CEMP

RECOVERY AND REQUIRED RECOVERY MITIGATION ACTIONS



Recovery and Required Recovery Mitigation Actions

GENERAL

Emergency and disaster recovery efforts aim at returning to pre-disaster community life. Recovery activities include detailed damage assessments; debris management; restoration of essential services; critical facilities and infrastructure; rebuilding of homes and businesses; and financial assistance. There is no definite point at which response ends and recovery begins. However, generally speaking, most recovery efforts will occur after the emergency organization is deactivated, City departments have returned to pre-disaster operation, and activities have been integrated with day-to-day functions.

RECOVERY FUNCTIONS

1. *Damage Assessment.*

Two different types of joint local, state and federal preliminary damage assessment occur:

- a. Assessment of damage to homes and businesses;
- b. Assessment of damage to public infrastructure, special districts and private nonprofit organizations.

Engineers with the public assessment team are able to provide information on preventive (mitigation) work to do during repair. Damage assessment is performed for management purposes, to obtain a disaster declaration, and to inform the public.

2. *Requesting Federal Assistance.*

- a. Based on a joint federal and state preliminary damage assessment (PDA) that the ability to recover is beyond local and state capability, the Governor may request federal assistance through a Presidential Declaration. Request packages are prepared by the Florida Division of Emergency Management from the damage assessment data.
- b. Other requests may be made to federal agencies under their own authority from programs such as the U. S. Small Business Administration (SBA) or the U. S. Department of Agriculture (USDA). The Governor's request for assistance from federal agencies under their own authorities from these programs is transmitted directly to the agency or agency administrator involved. The specific assistance, if declared, is then provided directly from the federal agency.
- c. The request made to the President through the Federal Emergency Management Agency (FEMA) for assistance under the authority of Public Law (PL) 93-288, as amended by PL 100-707, the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, as amended, will be for an "emergency" or "major disaster" declaration.
 - a. If the President denies federal assistance, the cost of recovery would be borne by local and state governments.
 - b. If the request is approved by the President and an "emergency" declaration is made, limited assistance will be provided in accordance with PL 93-288.
 - c. If the request is approved by the President and a "major disaster" declaration is made, a federal-state agreement on commitment and assistance is agreed upon, and various assistance programs are provided.

3. *Recovery Facilities.*

- a. A Disaster Field Office (DFO) is established to facilitate federal-state coordination of private and public disaster assistance. A state coordinating officer (SCO) coordinates state and local efforts, working closely with the federal coordinating officer (FCO).
- b. Disaster Recovery Centers (DRC's) may be established to manage the cooperative effort between the local, state, and federal government for the benefit of disaster victims (individuals, families and small businesses).

DAMAGE ASSESSMENT FUNCTIONS

1. **Phase 1:** Situation Reports

During the first few hours following the occurrence of disaster, the Emergency Operations Center (EOC) will be the focal point for the initial situation/damage reports as provided by Deerfield Beach employees, dispatch centers, the media, and the general public. These initial reports form the basis for the Mayor's emergency proclamations, and requests for assistance from the state and federal government. Critical information includes: locations of injuries, deaths, damages; types and extent of damages; impact on people; local resources available; assistance needed. This information will be communicated and filed with the Broward County EOC.

2. **Phase 2:** Trained Damage Assessment Teams.

Pre-planning for damage assessment is an ongoing process. Procedures and teams must be in place before the disaster event occurs. Successful damage assessment begins immediately and continues through the recovery phase. Damage assessment is conducted separately from life saving and property protection operations.

- a. The damage assessment function is located within the "Plans Section" of the EOC and will be activated as soon as practical. Immediate analysis will include:
 - d. A description of the disaster.
 - e. Where the disaster struck.
 - f. Approximate number of people problems.
 - g. Demographics of the affected area.
 - h. GIS Imaging of damage
 - i. Whether the disaster is still occurring, and other current conditions.
 - j. Any conditions that could affect the ability to carry out relief coordination.
 - k. Extent of the disaster impact on the community and the dollar amount of damages (necessary for state, federal assistance application).
 - b. Methods of damage assessment include:
 - l. Spot Reporting, Initial Reports: Key information as to the nature and extent of the disaster and a description of the affected area allows the EOC to map, record and direct response to critical areas. Information may be obtained by radio and telephone from emergency personnel on scene (rescue, law, fire, public works), home owners, businesses, etc.
 - m. Aerial Inspection (Fly Over): Weather permitting, aircraft are utilized for initial damage assessments ("spot reporting"), and later for more detailed assessments. Input can be written observer logs, photos, or video.
 - n. Rapid Impact Assessment: Disaster assessment teams drive through all affected areas visually gathering data on the number of individual homes, apartments, mobile homes,

businesses, public buildings, public infrastructure, critical facilities, etc. that have been damaged or destroyed.

- o. Detailed Survey of Areas: A more detailed assessment of the damaged areas through telephone, mail or personal interviews.

3. **Phase 3:** Validation by Local/State/Federal Damage Assessment Teams

Because federal funding may be involved, and as part of the public assistance application process, state and federal damage assessment teams will want to identify and validate damaged property in public infrastructure, define the scope of repairs, and determine repair or replacement costs. A timely and well managed Deerfield Beach damage assessment will demonstrate Deerfield Beach leadership, and will enable the state/federal assessments teams to do their job faster, maximizing public assistance benefits.

TYPES OF FEDERAL ASSISTANCE

1. Assistance under a declaration of "EMERGENCY" is specialized assistance to meet a specific need and is generally limited to those actions which may be required to save lives and protect property, public health, safety, or to lessen the threat of a more severe disaster. Examples of emergency assistance are:
 123. Emergency mass care, such as emergency shelter, emergency provision of food, water, medicine, and emergency medical care.
 124. Clearance of debris to save lives and protect property and public health and safety.
 125. Emergency protective measures, including: Search and rescue; Demolition of unsafe structures; Warning of further risks and hazards; Public information on health and safety measures; Other actions necessary to remove or to reduce immediate threats to public health and safety, to public property, or to private property when in the public interest.
 126. Emergency communications.
 127. Emergency transportation.
 128. Emergency repairs to essential utilities and facilities.
2. Assistance under a declaration of "MAJOR DISASTER" provides a wide range of assistance to individuals and/or to local and state governments and certain non-profit organizations.

Individual Assistance: Human Services

NOTE: See Attachment 1, this section, "Disaster Programs for Homeowners, Renters, and Business Owners" for further details.

1. Individual Assistance Programs.
 - *Temporary housing*, until alternative housing is available, for disaster victims whose homes are uninhabitable. Home repair funds for uninsured losses may be given to owner-occupants in lieu of other forms of temporary housing assistance, so that families can quickly return to their damaged homes. Other forms of assistance include rental assistance up to 18 months and/or use of mobile homes.
 - *Disaster unemployment assistance* and job placement assistance for those unemployed as result of a major disaster and who have used up their regular unemployment benefits.

- *Individual and family grants* in small amounts to help meet disaster-related necessary expenses or serious needs when those affected are unable to meet such expenses or needs through other programs or other means.
 - *Legal services* to low-income families and individuals.
 - *Crisis counseling* and referrals to appropriate mental health agencies to relieve disaster-caused mental health problems.
 - *Loans to individuals, businesses, and farmers* for repair, rehabilitation or replacement of damaged real and personal property and some production losses not fully covered by insurance.
 - *Agricultural assistance*, including technical assistance; payments covering a major portion of the cost to eligible farmers who perform emergency conservation actions on farmland damaged by the disaster; and provision of federally owned feed grain for livestock and herd preservation.
 - *Veterans assistance*, such as death benefits, pensions, insurance settlements, and adjustments to home mortgages held by the Department of Veterans Affairs (VA) if a VA-insured home has been damaged.
 - *Tax relief*, including held from the Internal Revenue Service in claiming casualty losses resulting from the disaster, and state tax assistance.
 - *Waiver of penalties* for early withdrawal of funds from certain time deposits.
 - *The Cora Brown Fund*, to assist victims of natural disasters for those disaster-related needs that have not been or will not be met by other programs.
2. Other programs can include:
- *Low Interest Deferred Payment Loan Program*, available to home owners and rental property owners for repair or reconstruction of real property damaged or destroyed in a natural disaster. Applicants must first exhaust insurance or all other federal and state disaster assistance in order to qualify.
 - *Housing and Urban Development Program*, offered to low income applicants. Program will pay a percentage of rental costs for a maximum of eighteen months.
 - *Social Security Assistance*, help in expediting delivery of checks delayed by the disaster, and in applying for social security disability and survivor benefits.
 - *Emergency Individual and Family Needs*, emergency food, clothing, shelter, and medical assistance may be provided to individuals, families having such needs as a result of the disaster.
 - *Contractor's Licensing*, guidance in obtaining licensed contractors to assist home owners in repair or restoration of damaged property.
 - *Insurance Information*, advice to persons on insurance requirements, claims, and problems with settlement.
 - *Consumer Fraud Prevention*, a program to obtain consumer advice, and to report consumer fraud and price gouging.

Public Assistance: Infrastructure

NOTE: The flow chart on the following page summarizes the public assistance process.

1. The Public Assistance Program is intended to help repair or replace damaged/destroyed public property and infrastructure. After a Presidential Disaster Declaration, FL Division Emergency Management and Federal Emergency Management Agency (FEMA) will join Deerfield Beach in determining the extent of damages and will conduct "Applicant's Briefings" to clarify public

assistance requirements, procedures, and eligible projects. The federal government can provide a minimum of 75% of the funding for the recovery work that FEMA rules as eligible.

2. Other eligible projects can be found in the Florida Department of Community Affairs: Handbook for Disaster Assistance.
3. Project Applications. The Project Application is the document which summarizes total dollar cost of all public assistance, and incorporates required assurances and agreements between Deerfield Beach, the Florida Division Emergency Management and the Federal Emergency Management Agency. Details on eligible projects are found in the Florida Department of Community Affairs: Handbook for Disaster Assistance.
4. Project Worksheets. The basis for Project Applications are the "Project Worksheets" which identify the damaged property, define the scope of work, and establish the cost of repair or replacement. These are prepared by a Deerfield Beach/state/federal team. The Project Worksheets may be supported by engineer or contractor estimates, photographs, maps, and/or other appropriate data. The scope of work, as outlined on the Project Worksheet, is the guideline for determining eligibility.
5. Deerfield Beach responsibilities will include:
 129. Compiling a list of all sites where damage occurred.
 130. Documenting all the damage.
 131. Coordinating the damage survey team(s).
 132. Reviewing and signing all Project Worksheets.
 133. Selecting project funding options.
 134. Project management.
 135. Preparing reports and documentation.
 136. Participating in final inspections.
 137. Participating in audits.
 138. Providing insurance for approved projects.
6. Other forms of Public Assistance which may be made available under a Presidential declaration of a major disaster include:
 139. Use of federal equipment, supplies, facilities, personnel, and other resources (other than the extension of credit) from various federal agencies.
 140. Community disaster loans, payment of school operating expenses, repairs to federal-aid system roads, repairs to projects.
7. Federal requirements tied to financial assistance:
 141. The Disaster Relief Act of 1974 requires that an applicant, for assistance for the repair or restoration of damaged public or private nonprofit facilities, shall purchase and maintain such insurance as may be reasonably available, adequate and necessary to protect such facilities against future loss.
 142. In addition, the applicant must comply with appropriate hazard mitigation, environmental protection, flood plain management and flood insurance regulations as a condition for receiving federal disaster assistance.

National Flood Insurance Program (NFIP)

The NFIP is a federal program enabling property owners to purchase insurance protection against losses from flooding. This insurance is designed to provide an insurance alternative to disaster assistance to meet the escalating costs of repairing damage to buildings and their contents caused

by floods. Until recently, such coverage was generally unavailable from private-sector insurance companies.

Participation in the NFIP is based on an agreement between local communities and the federal government which states that if a community will implement and enforce measures to reduce future flood risks to new construction in special flood hazard areas, the federal government will make flood insurance available within the community as a financial protection against flood losses which do occur.

No assistance for any facility will be available in future disasters, unless the required insurance has been obtained and maintained.

Hazard Mitigation Plan/Program

The City of Deerfield Beach participates in the Local Mitigation Strategy Plan coordinated and produced by Broward County Emergency Management Division. This plan identifies all local mitigation strategies necessary to limit the effects of disasters on our local communities. The Broward County Local Mitigation Strategy Plan satisfies the federal requirement for such a plan in order to be eligible for public assistance.

CONCEPT OF RECOVERY OPERATIONS

1. Recovery Phases.

A community response to disaster impacts follows a “phased approach” that includes two general phases: short-term and long-term. The recovery phase begins during the response phase. Initial focus is on impact assessment.

- a. Short-term recovery operations begin during the response phase of the emergency. The goal of short-term recovery is to restore local government services to at least minimal capacity. Short-term recovery includes:

- a. Utility restoration.
- b. Expanded social, medical and mental health services.
- c. Re-establishment of local government operations.
- d. Debris removal and clean-up operations.
- e. Transportation route restoration.
- f. The abatement and demolition of hazardous structures.
 - b. The goal of long-term recovery is to restore facilities to pre-disaster condition. The major objectives of long-term recovery operations include:
- g. Coordinated delivery of long-term social and health services.
- h. Improved land use planning.
- i. Re-establishing the local economy to pre-disaster levels.
- j. Recovery of disaster response costs.
- k. The effective integration of mitigation strategies into recovery planning and operations.

2. Recovery Functions.

- a. Recovery Functions (RFs) represent groupings of types of recovery activities and programs the City and its citizens are likely to need following disaster. City RFs include:

- RF #1: Impact Assessment (Disaster Assessment)
- RF #2: Continuation of Government
- RF #3: Public Information; Community Relations
- RF #4: Human Services (Short-term)
- RF #5: Individual Assistance

- RF #6: Volunteers and Donations
- RF #7: Unmet Needs
- RF #8: Debris Management
- RF #9: Reentry, Security
- RF #10: Health
- RF #11: Safety
- RF #12: Repair and Restoration of Public Infrastructure, Services, Buildings (Public Assistance)
- RF #13: Building Inspections and Permits
- RF #14: Rebuilding, Construction, Repairs, Restoration
- RF #15: Housing
- RF #16: Redevelopment (Planning and Community Development)
- RF #17: Economic Restoration and Development
- RF #18: Environmental Concerns
- RF #19: Mitigation
- RF #20: Recovery Administration and Finance
- RF #21: Mutual Aid

3. *Recovery Responsibilities.*

- a. All City Departments are encouraged to:
 - l. Review damage reports and other analyses of post disaster circumstances, compare these circumstances with mitigation opportunities, and identify areas for development changes.
 - m. Initiate recommendations for enactment, repeal, or extension of emergency ordinances, moratoriums, and resolutions.
 - n. Recommend and implement an economic recovery program focusing on local community needs.
 - o. Recommend zoning changes in damaged areas.
 - p. Recommend land areas and land-use types that will receive priority in the recovery and reconstruction process.
 - q. Recommend procedural changes for non-vital regulations and development standards to reduce reconstruction time.
 - r. Initiate recommendations for relocation and acquisition of property in damage areas.
 - s. Recommend possible land-use changes to mitigate future damages from events.
 - t. Initiate a property owner notification program to inform nonresident property owners of damages to their property and any post disaster requirements or restrictions imposed by local authorities.
 - u. Evaluate damaged public facilities and formulate reconstruction, mitigation, or replacement recommendations.
 - v. Participate in the preparation of a community redevelopment plan.
 - w. Make recommendations for new ordinances, plans, codes, and/or standards to assist in recovery from future disasters.
- b. Certain City Departments, Agencies, and Organizations will be assigned to lead specific recovery functions as per the Recovery Incident Action Plan. Each “primary” agency will be responsible for coordinating the implementation of their recovery function (RF) and will be responsible for identifying the resources (support

departments and organizations) within the RF that will accomplish the post disaster activities.

4. *Recovery Incident Action Plan and Task Force.*

- a. Recovery activities are operational in nature and begin while response operation activities are still underway. For most events, these activities will begin in the City Emergency Operations Center (EOC) as staff work to assemble data on the extent of damages.
- b. A Recovery Planning Unit is established in the City EOC to begin the first draft of a "Recovery Incident Action Plan (R-IAP)" for use by the Recovery Task Force. The R-IAP is based on situation, damage, and impact assessment developed by the EOC Planning Section.
- c. As the emergency response phase stabilizes, the Division of Emergency Management /EOC begins the coordination of disaster recovery activities and recommends the activation of the Recovery Task Force as appropriate.
- d. The City may establish a "Recovery Task Force" to:
 - x. Oversee the recovery and reconstruction process, and to serve as an advisory committee to the Mayor/City Commission and the City Manager.
 - y. Identify mitigation opportunities, identify resources, and ensure maximum control over the recovery process.
 - e. "Recovery Task Force" responsibilities may include, but not limited to:
 - z. Preparing a redevelopment plan.
 - aa. Developing procedures to carry out build back policies.
 - bb. Developing policies for redeveloping areas that have sustained repeated disaster damage.
 - cc. Develop policies that promote mitigation from future damage.
 - dd. Develop priorities for relocating and acquiring damaged property.
 - f. The Recovery Task Force will develop a specific, more refined recovery incident action plan based on the first draft developed by the EOC Plans Section. This event specific R-IAP, in part, will specify which "recovery functions" are to be activated. The R-IAP also defines a phased recovery program with a priority of work plan (i.e. priorities and actions to be taken) to:
 - ee. Eliminate life-threatening conditions.
 - ff. Restore utility and transportation services.
 - gg. Provide and restore suitable housing conditions.
 - hh. Resume normal economic activity.
 - ii. Expedite the securing of financial assistance from both the public and private sectors.
 - jj. Restore other important City services to normal levels.
 - kk. Restore the community's physical facilities, both public and private, such as waste collection, street lighting, street cleaning, traffic control, schools, nurseries, day care, etc.
 - ll. Return of all essential services (i.e., water, sewage, electricity, gas, refuse pickup, etc.).
 - mm. Return personnel to normal work schedules and assignments.

DISASTER PROGRAMS FOR HOMEOWNERS, RENTERS, AND BUSINESS OWNERS

(SOURCE: Community Relations Team, FEMA Field Operations Guide)

Homeowners, renters, and business owners who sustain damages or losses as a result of the recent disaster may be eligible for assistance from a variety of State, Federal, and voluntary agencies. Types of assistance include:

Program/Agency	Assistance	Eligibility	Specific Criteria
Emergency Assistance - coordinated by the American Red Cross and Voluntary Agencies Active in disasters.	Emergency food, clothing, shelter, and medical assistance.	Available to individuals and families with disaster-related emergency needs.	Also makes referrals to church groups and other voluntary agencies.
Disaster Housing Assistance - Administered and funded by FEMA.	Grants for disaster housing or for emergency repairs needed to make a residence livable until more permanent repairs can be made.	Available to homeowners and renters whose permanent homes are uninhabitable because of the disaster.	Housing assistance grants supplement any insurance coverage an individual might have.
		Homeowners	Grants made to homeowners who can return to their home by making minimal repairs. Homeowners with more substantial property damage may qualify for initial disaster housing grants. Extensions may be granted on a case-by-case basis.
		Renters	Renters may qualify for short-term rental assistance. Extensions may be granted on a case-by-case basis.
Home/Personal Property Disaster Loans - U.S. Small Business Administration (SBA)	Low-interest loans to repair or replace uninsured or underinsured disaster-damaged real estate and personal property.	For individuals located in counties included in Presidential disaster declarations,	Loans limited to amount of uninsured, SBA verified losses.
Individual and Family Grant Program - Administered by State, Funded by FEMA	Grants to meet serious disaster related needs and necessary expenses not covered by insurance or other Federal, State, or voluntary agencies.	Persons with serious unmet needs who do not qualify for SBA disaster loans.	Maximum grant depended on family composition and needs. Most grants are small amounts.
Business Disaster Loans (SBA)	Loans to repair or replace destroyed or damaged business facilities, inventory, machinery or equipment, etc., not covered by insurance. Economic Injury Disaster Loans or working capital loans to assist small businesses during the disaster recovery period.	Businesses located in counties declared disaster areas by the President. Small businesses located in declared and contiguous counties.	Statutory loan limit.

Program/Agency	Assistance	Eligibility	Specific Criteria
Tax Assistance - Internal Revenue Service 1-800-829-1040	Expedited Federal tax deductions for casualty losses to home, personal property or household goods. Assistance and information on State income tax returns can also be obtained from the State Department of Revenue.	Individuals and families with disaster-related losses totaling more than 10% of adjusted gross income.	Under certain circumstances a taxpayer may file an amended return during the year of the disaster or for previous years and obtain a tax refund in a matter of weeks.
Disaster Unemployment Assistance - Funded by FEMA: administered by the State Employment Security Agency.	Call local/state employment or job services office. Weekly benefits available to individuals out of work because of the disaster.	Available to all individuals out of work because of the disaster, including self-employed persons, farm owners, and others not covered under regular unemployment insurance.	Program assistance ends 26 weeks after disaster declaration. Proof of income required.
Farm Assistance - Farm Service Agency	Call county extension office. Emergency loans for physical or production losses.	Available to farmers who were operating and managing a farm at the time of the disaster.	Loans limited to the amount necessary to compensate for actual losses to essential property and/or production capacity.
Insurance Information - State Insurance Commissioner, American Insurance Assn., FEMA, and National Flood Insurance Program.	State Dept. of Insurance. Assistance and/or counseling regarding ways to obtain copies of lost policies, file claims, expedite settlements, etc.	Individuals and families with disaster-related losses.	
Legal Assistance - Coordinated by FEMA: Young Lawyers Division of the American Bar Association.	Free legal services for low-income disaster victims.	Individuals and families with disaster-related legal issues.	For such matters as replacing legal documents, transferring titles, contracting problems, will probates, insurance problems and certain landlord related problems.
Social Security Benefits - Social Security Administration.	Assistance expediting delivery of checks delayed by the disaster. Assistance in applying for Social Security disability and survivor benefits.	Individuals eligible for Social Security.	
Veterans Benefits - Dept. of Veterans Affairs.	Assistance with information about benefits, pensions, insurance settlements and VA mortgages.	Help in applying for VA death benefits, pensions, and adjustments to VA insured home mortgages.	
Consumer Services - State Dept. Consumer Affairs.	Counseling on consumer problems such as product shortages, price gouging, and disreputable business practices.		
Aging Services - State Agency responsible for services.	Services to the elderly such as meals, home care, and transportation.	Individuals age 60 and older.	

Source: Attachment 1: Federal Emergency Management Agency, Office of Public Affairs, 202-646- 4600

Note: The loan amounts are not provided in this chart as amount changed from year to year. If this chart will be used for information on Public Assistance, the chart should be updated with the current information on loan amounts prior to distribution.

End of Document



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2023-2277

Agenda Date: 12/12/2023

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 Statewide Mutual Aid Agreement with the Florida Division of Emergency Management; providing an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The State of Florida is vulnerable to a wide range of emergencies and disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services. Such emergencies and disasters often exceed the emergency response and recovery capabilities of any one county or local government. Such incidents may also give rise to unusual and unanticipated physical and technical needs which a local government cannot meet with existing resources, but that other local governments within the State of Florida may be able to provide.

Current Activity

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

Recommendation

Approval is recommended.

RESOLUTION NO. 2023/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE STATEWIDE MUTUAL AID AGREEMENT WITH THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State of Florida is vulnerable to a wide range of disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services; and

WHEREAS, such disasters may also give rise to unusual technical needs that the local government may be unable to meet with existing resources, but that other local governments may be able to offer; and

WHEREAS, Chapter 252, Florida Statutes, (the “Emergency Management Act”) authorizes each local government of the state to develop and enter into mutual aid agreements within the state for reciprocal emergency aid and assistance in case of emergencies too extensive to be dealt with unassisted, and through such agreements, to ensure the timely reimbursement of costs incurred by the local governments that render such assistance; and

WHEREAS, pursuant to the Emergency Management Act, the Florida Division of Emergency Management (the “Division”) has the authority to coordinate assistance between local governments during emergencies and to concentrate available resources where needed; and

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

WHEREAS, in order to maximize the prompt, full, and effective use of resources of all participating governments in the event of an emergency or disaster, the City desires to enter into the Statewide Mutual Aid Agreement with the Division, attached as Exhibit “A” (the “Agreement”); and

WHEREAS, the City Commission desires to approve the Agreement with the Division.

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 here.

Section 2. The City Commission hereby approves the Statewide Mutual Aid Agreement with the Florida Division of Emergency Management, attached as Exhibit “A.”

Section 3. The City Commission hereby authorizes the City Manager to execute the Statewide Mutual Aid 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 take all necessary steps to implement the aims of this Resolution, including execution of the Agreement.

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



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

STATEWIDE MUTUAL AID AGREEMENT - 2023

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

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

- A. The State of Florida is vulnerable to a wide range of emergencies and disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services.
- B. Such emergencies and disasters often exceed the emergency response and recovery capabilities of any one county or local government.
- C. Such incidents may also give rise to unusual and unanticipated physical and technical needs which a local government cannot meet with existing resources, but that other local governments within the State of Florida may be able to provide.
- D. The Emergency Management Act, chapter 252, *Florida Statutes*, provides each local government of the state the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid in case of emergencies too extensive to be dealt with unassisted, and through such agreements ensure the timely reimbursement of costs incurred by the local governments which render such assistance.
- E. Pursuant to chapter 252.32, *Florida Statutes*, the Division renders mutual aid among the political subdivisions of the state to carry out emergency management functions and responsibilities.
- F. Pursuant to chapter 252, *Florida Statutes*, the Division has the authority to coordinate and direct emergency management assistance between local governments and concentrate available resources where needed.

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

ARTICLE I: DEFINITIONS

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

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



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- B. The “Division” is the Florida Division of Emergency Management.
- C. A “Requesting Party” to this Agreement is a Participating Party who requests assistance under this agreement.
- D. An “Assisting Party” to this Agreement is a Participating Party who provides assistance to a Requesting Party under this agreement.
- E. The “Period of Assistance” is the time during which an Assisting Party renders assistance to a Requesting Party under this agreement and includes the time necessary for the resources and personnel of the Assisting Party to travel to the place specified by the Requesting Party and the time necessary to return to their place of origin.
- F. A “Mission” is a documented emergency response activity performed during a Period of Assistance, usually in reference to one operational function or activity.
- G. A “local government” is any educational district, special district, or any entity that is a “local governmental entity” within the meaning of section 11.45(1)(g), *Florida Statutes*.
- H. An “educational district” is any school district within the meaning of section 1001.30, *Florida Statutes*, and any Florida College System Institution or State University within the meaning of section 1000.21, *Florida Statutes*.
- I. A “special district” is any local or regional governmental entity which is an independent special district within the meaning of section 189.012(3), *Florida Statutes*, established by local, special, or general act, or by rule, ordinance, resolution, or interlocal agreement.
- J. A “tribal council” is the respective governing bodies of the Seminole Tribe of Florida and Miccosukee Tribe of Indians recognized as special improvement district by section 285.18(1), *Florida Statutes*.
- K. An “interlocal agreement” is any agreement between local governments within the meaning of section 163.01(3)(a), *Florida Statutes*.
- L. A “Resource Support Agreement” as used in this Agreement refers to a supplemental agreement of support between a Requesting Party and an Assisting Party.
- M. “Proof of work” as used in this Agreement refers to original and authentic documentation of a single individual or group of individuals’ emergency response activity at a tactical level.



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Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- N. "Proof of payment" as used in this Agreement refers to original and authentic documentation of an emergency response expenditure made by an Assisting Party.
- O. A "Reimbursement Package" as used in this Agreement refers to a full account of mission response documentation supported by proof of work and proof of payment.
- P. Any expressions not assigned definitions elsewhere in this Agreement shall have the definitions assigned them by the Emergency Management Act, Chapter 252, *Florida Statutes*.

ARTICLE II: APPLICABILITY OF THE AGREEMENT

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

ARTICLE III: INVOCATION OF THE AGREEMENT

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

- A. Any request for assistance under this Agreement may be oral, but within five (5) calendar days must be confirmed in writing by the Requesting Party. All requests for assistance under this Agreement shall be transmitted by the Requesting Party to another Participating Party or the Division. If the Requesting Party transmits its request for Assistance directly to a Participating Party other than the Division, the Requesting Party and Assisting Party shall keep the Division advised of their activities.
- B. The Division shall relay any requests for assistance under this Agreement to such other Participating Parties as it may deem appropriate and coordinate the activities of the Assisting Parties to ensure timely assistance to the Requesting Party. All such activities shall be carried out in accordance with the State's Comprehensive Emergency Management Plan.

ARTICLE IV: RESPONSIBILITIES OF REQUESTING PARTIES

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



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

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

- A. A description of the Mission to be performed by the Assisting Party;
- B. A description of the resources and capabilities needed to complete the Mission successfully;
- C. The location, date, and time personnel and resources from the Assisting Party should arrive at the incident site, staging area, facility, or other location designated by the Requesting Party;
- D. A description of the health, safety, and working conditions expected for deploying personnel;
- E. Lodging and meal availability;
- F. Any logistical requirements;
- G. A description of any location or facility outside the territorial jurisdiction of the Requesting Party needed to stage incoming resources and personnel;
- H. The location date, and time for personnel of the Requesting Party to meet and receive the personnel and equipment of the Assisting Party; and
- I. A technical description of any communications equipment needed to ensure effective information sharing between the Requesting Party, any Assisting Parties, and all relevant responding entities.

ARTICLE V: RESPONSIBILITIES OF ASSISTING PARTIES

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

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



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



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- A. A description of the personnel, equipment, supplies, services and capabilities it has available, together with a description of the qualifications of any skilled personnel;
- B. An estimate of the time such personnel, equipment, supplies, and services will continue to be available;
- C. An estimate of the time it will take to deliver such personnel, equipment, supplies, and services to the location(s) specified by the Requesting Party;
- D. A technical description of any communications and telecommunications equipment available for timely communications with the Requesting Party and other Assisting Parties;
- E. The names and contact information of all personnel whom the Assisting Party has designated as team leaders or supervisors; and
- F. An estimated cost for the provision of assistance.

ARTICLE VI: RENDITION OF ASSISTANCE

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

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



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Ron DeSantis, Governor

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- B. Unless the Requesting Party has specified the contrary, it shall, to the fullest extent practicable, coordinate all communications between its personnel and the responding personnel of the Assisting Parties, and shall determine and share the frequencies and other technical specifications of all communications equipment to be used, as appropriate, with the deployed personnel of the Assisting Parties.
- C. Personnel of the Assisting Party who render assistance under this Agreement shall receive the usual wages, salaries, and other compensation as are normally afforded to personnel for emergency response activities within their home jurisdiction, and shall have all the immunities, rights, interests, and privileges applicable to their normal employment. If personnel of the Assisting Party hold local licenses or certifications limited to the jurisdiction of issue, then the Requesting Party shall recognize and honor those licenses or certifications for the duration of the Period of Assistance.

ARTICLE VII: REIMBURSEMENT

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

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

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

- A. A complete and authentic description of expenses incurred by the Assisting Party during the Period of Assistance;
- B. Copy of a current and valid Internal Revenue Service W-9 Form;
- C. Copies of all relevant payment and travel policies in effect during the Period of Assistance;
- D. Daily personnel activity logs demonstrating emergency response activities performed for all time claimed (for FDEM reimbursement Division approved activity logs will be required for personnel activity claims);



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

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- E. Official payroll and travel reimbursement records for all claimed personnel expenses;
- F. Neat and comprehensive fringe benefit calculations for each position class or category of claimed personnel;
- G. Written justification for all additional expenses/purchases incurred during the Period of Assistance;
- H. Proof of payment for additional/miscellaneous expenses incurred during the Period of Assistance
- I. Equipment activity logs demonstrating equipment use and operation in support of emergency response activities for all time claimed (for FDEM reimbursement Division approved forms will be required for equipment activity claims);
- J. Proof of reimbursement to all employees who incurred emergency response expenses with personal money;
- K. Justification for equipment repair expenses; and
- L. Copies of any applicable supporting agreements or contracts with justification.

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

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

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



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

ARTICLE VIII: COST ELIGIBLE FOR REIMBURSEMENT

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

- A. Employees of the Assisting Party who render assistance under this Agreement shall be entitled to receive from the Assisting Party all their usual wages, salaries, and any and all other compensation for mobilization, hours worked, and demobilization. Such compensation shall include any and all contributions for insurance and retirement, and such employees shall continue to accumulate seniority at the usual rate. As between the employees and the Assisting Party, the employees shall have all the duties, responsibilities, immunities, rights, interests, and privileges incident to their usual employment. The Requesting Party shall reimburse the Assisting Party for these costs of employment.
- B. The costs of equipment supplied by the Assisting Party shall be reimbursed at the rental rate established in FEMA' s Schedule of Equipment, or at any other rental rate agreed to by the Requesting Party. In order to be eligible for reimbursement, equipment must be in actual operation performing eligible work. The labor costs of the operator are not included in the rates and should be approved separately from equipment costs. The Assisting Party shall pay for fuels, other consumable supplies, and repairs to its equipment as needed to keep the equipment in a state of operational readiness. Rent for the equipment shall be deemed to include the cost of fuel and other consumable supplies, maintenance, service, repairs, and ordinary wear and tear. With the consent of the Assisting Party, the Requesting Party may provide fuels, consumable supplies, maintenance, and repair services for such equipment at the site. In that event, the Requesting Party may deduct the actual costs of such fuels, consumable supplies, maintenance, and services from the total costs otherwise payable to the Assisting Party. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract of insurance, the Requesting Party may deduct such payment from any item or items billed by the Assisting Party for any of the costs for such damage that may otherwise be payable.
- C. The Requesting Party shall pay the total costs for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the Requesting Party under this Agreement. In the case of perishable supplies, consumption shall be deemed to include normal deterioration, spoilage, and damage notwithstanding the exercise of reasonable care in its storage and use. Supplies remaining unused shall be returned to the Assisting Party in usable condition upon the close of the Period of Assistance, and the Requesting Party may deduct the cost of such returned supplies from the total costs billed by the Assisting Party for such supplies. If the Assisting Party agrees, the Requesting Party may also replace any and all used consumable supplies with like



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

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

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

ARTICLE IX: INSURANCE

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

- A. Each Participating Party shall procure employers' insurance meeting the requirements of the Workers' Compensation Act, as amended, affording coverage for any of its employees who may be injured while performing any activities under the authority of this Agreement, and shall be provided to each Participating Party.
- B. Any Participating Party that elects additional insurance affording liability coverage for any be provided to each Participating Party. activities that may be performed under the authority of this Agreement shall
- C. Subject to the limits of such liability insurance as any Participating Party may elect to procure, nothing in this Agreement shall be construed to waive, in whole or in part, any immunity any Participating Party may have in any judicial or quasi-judicial proceeding.
- D. Each Participating Party which renders assistance under this Agreement shall be deemed to stand in the relation of an independent contractor to all other Participating Parties and shall not be deemed to be the agent of any other Participating Party.
- E. Nothing in this Agreement shall be construed to relieve any Participating Party of liability for its own conduct and that of its employees.
- F. Nothing in this Agreement shall be construed to obligate any Participating Party to indemnify any other Participating Party from liability to third parties.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

ARTICLE X: GENERAL REQUIREMENTS

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

- A. All Participating Parties shall allow public access to all documents, papers, letters, or other materials subject to the requirements of the Public Records Act, as amended, and made or received by any Participating Party in conjunction with this Agreement.
- B. No Participating Party may hire employees in violation of the employment restrictions in the Immigration and Nationality Act, as amended.
- C. No costs reimbursed under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Legislature of the State of Florida or any of its agencies.
- D. Any communication to the Division under this Agreement shall be sent via either email, the Division of Emergency Managements Enterprise System (DEMES), or mail to the Response Bureau, Florida Division of Emergency Management, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100.
- E. Any communication to a Participating Party shall be sent to the official or officials specified by that Participating Party. For the purpose of this section, any such communication may be sent by the U.S. Mail, e-mail, or other electronic platforms.

ARTICLE XI: EFFECTS OF AGREEMENT

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

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



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

regardless of whether such costs are billed or unbilled.

- C. Upon the activation of this Agreement by the Requesting Party, this Agreement shall supersede any other existing agreement between it and any Assisting Party to the extent that the former may be inconsistent with the latter.
- D. Upon its execution by any Participating Party, this Agreement will continue in effect for one (1) year from its date of execution by that Participating Party, and it shall automatically renew each year after its execution, unless within sixty (60) calendar days before the renewal date the Participating Party notifies the Division, in writing, of its intent to withdraw from the Agreement.
- E. The Division shall transmit any amendment to this Agreement by sending the amendment to all Participating Parties not later than five (5) business days after its execution by the Division. Such amendment shall take effect not later than sixty (60) calendar days after the date of its execution by the Division and shall then be binding on all Participating Parties. Notwithstanding the preceding sentence, any Participating Party who objects to the amendment may withdraw from the Agreement by notifying the Division in writing of its intent to do so within that time in accordance with section E of this Article.
- F. A Participating Party may rescind this Agreement at will after providing the other Participating Party a written SMAA withdrawal notice. Such notice shall be provided at least 30 days prior to the date of withdrawal. This 30-day withdrawal notice must be: written, signed by an appropriate authority, duly authorized on the official letterhead of the Participating Party, and must be sent via email, the Division of Emergency Managements Enterprise System (DEMES), or certified mail.

ARTICLE XII: INTERPRETATION AND APPLICATION OF AGREEMENT

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

- A. The obligations and conditions resting upon the Participating Parties under this Agreement are not independent, but dependent.
- B. Time shall be of the essence of this Agreement, and of the performance of all conditions, obligations, duties, responsibilities, and promises under it.
- C. This Agreement states all the conditions, obligations, duties, responsibilities, and promises of the Participating Parties with respect to the subject of this Agreement, and there are no conditions, obligations, duties, responsibilities, or promises other than those expressed in this Agreement.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- D. If any sentence, clause, phrase, or other portion of this Agreement is ruled unenforceable or invalid, every other sentence, clause, phrase, or other portion of the Agreement shall remain in full force and effect, it being the intent of the Division and the other Participating Parties that every portion of the Agreement shall be severable from every other portion to the fullest extent practicable. The Division reserves the right, at its sole and absolute discretion, to change, modify, add, or remove portions of any sentence, clause, phrase, or other portion of this Agreement that conflicts with state law, regulation, or policy. If the change is minor, the Division will notify the Participating Party of the change and such changes will become effective immediately; therefore, please check these terms periodically for changes. If the change is substantive, the Participating Parties may be required to execute the Agreement with the adopted changes. Any continued or subsequent use of this Agreement following the posting of minor changes to this Agreement shall signify implied acceptance of such changes.
- E. The waiver of any obligation or condition in this Agreement by a Participating Party shall not be construed as a waiver of any other obligation or condition in this Agreement.

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

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

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

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



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A CITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:
CITY CLERK

CITY OF _____
STATE OF FLORIDA

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Approved as to Form:

By: _____

County Attorney



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

SAMPLE AUTHORIZING RESOLUTION FOR ADOPTION OF STATEWIDE MUTUAL AID AGREEMENT

RESOLUTION NO. _____

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

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

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

NOW, THEREFORE, be it resolved by _____

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

ADOPTED BY: _____

DATE: _____

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

_____ on _____.

BY: _____

TITLE: _____

DATE: _____



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2023-2244

Agenda Date: 12/12/2023

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, adopting the City's 2024 State Legislative Agenda; providing for transmittal, implementation, and an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The City of Deerfield Beach annually publishes a Legislative Agenda before the Florida Legislative session convenes. The City Legislative Agenda lists priorities and recommendations for the year, giving the public and government officials an outline of the City's plans and positions on certain legislative matters.

The City of Deerfield Beach believes in the importance of local self-government and that those officials closest to the people know their community best. Each of the City's Legislative items supports Home Rule and a municipality's ability to govern itself based on the wants and needs of its residents. An overwhelming majority of Florida residents support Home Rule. Maintaining Home Rule and avoiding unfunded mandates are essential to the City of Deerfield Beach's state legislative priorities and advocacy needs, as outlined in the City fiscal year 2024 Legislative Agenda.

Current Activity

The City's fiscal year 2024 Legislative Agenda has been prepared as a tool to assist the City Commission with the guiding policy platform for the City Commission during the 2024 State Legislative Session. The Florida Legislature meets in session every year for sixty consecutive days, convening in Tallahassee from January 9 through March 8, 2024.

Recommendation

Staff recommends Commission approval of the City fiscal year 2024 State Legislative Agenda.

RESOLUTION NO. 2023/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, ADOPTING THE CITY'S 2024 STATE LEGISLATIVE AGENDA; PROVIDING FOR TRANSMITTAL, IMPLEMENTATION, AND AN EFFECTIVE DATE

WHEREAS, the State of Florida Legislature convenes annually for its legislative session where it considers and enacts laws affecting the lives of all Floridians; and

WHEREAS, the City of Deerfield Beach ("City") believes in the importance of local self-government and that those officials closest to the people know their community best; and

WHEREAS, the City's legislative items for 2024 support home rule authority and a municipality's ability to govern itself based on the wants and needs of its residents; and

WHEREAS, the City Commission finds it to be in the best interests of the City to adopt the City's 2024 State Legislative Agenda, 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 adopts the City of Deerfield Beach's 2024 State Legislative Agenda, attached as Exhibit "A."

Section 3. The City Clerk is hereby directed to distribute a certified copy of this Resolution to the Broward County Legislative Delegation.

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

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

PASSED AND ADOPTED THIS 12TH DAY OF DECEMBER, 2023.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK



City of Deerfield Beach
**LEGISLATIVE
AGENDA**
2024



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INTRODUCTION

This State Legislative Agenda will serve as the guiding policy platform for the City of Deerfield Beach Commissioners during the 2024 State Legislative Session, which convenes in Tallahassee from January 9 through March 8, 2024.

POLICY STATEMENT

The City of Deerfield Beach believes in the importance of local self-government and that those officials closest to the people know their community best. Each of those issues supports Home Rule and a municipality's ability to govern itself based on the wants and needs of its residents. An overwhelming majority of Florida residents support Home Rule. The ability to maintain home rule and avoid unfunded mandates are essential to the City of Deerfield Beach's state legislative priorities and advocacy needs, as outlined in this legislative agenda.

THE CITY OF DEERFIELD BEACH

In 1890, a small settlement called Hillsboro sprang up a mile west of the Intracoastal Waterway along the Hillsboro River. In 1898, a post office was established serving 20 settlers and the town was named Deerfield for the many deer that liked to graze along the Hillsboro River. The early settlers were farmers growing pineapples, tomatoes, green beans, and squash. Fishing was also a good business.

In the early 1900's, the Florida East Coast Railroad constructed tracks on its way to Miami, bisecting Deerfield's pineapple patches. The town of Deerfield remained primarily an agricultural community until the 1940's, when the name was changed to Deerfield Beach.

Today, Deerfield Beach continues to grow amidst the beautiful and world-famous gold coast of Southeast Florida. Deerfield Beach is home to over 88,146 residents and 6,600 businesses in advanced industries, distribution and logistics, manufacturing, office, research, and tourism industries. The City of Deerfield Beach provides a wide array of services and an outstanding quality of life that allow residents and business owners alike to enjoy the enviable South Florida lifestyle while prospering in the growing world economy.



DEERFIELD BEACH STATISTICAL INFORMATION



**DATE OF CITY
INCORPORATION**
June 11, 1925



**DATE OF FIRST
CHARTER ADOPTED**
1925



**FORM OF
GOVERNMENT**
Mayor / Commission



**DATE OF PRESENT
CHARTER ADOPTED**
1975



TOTAL AREA
16.22 Square Miles

- Paved
146.6 Miles
- Sidewalks
135 Miles
- Storm/Sanitary Sewers
28.62 Miles
- Force Main Sewers
151 Miles



PUBLIC SAFETY

- Fire Stations
6
- Fire Employees
145
- Police Stations
1
- Police Employees
152



WATER DEPARTMENT

- Meters
12,054
- Units
33,615
- Plant Capacity
23,600,000 Gallons per Day



RECREATION

- Parks
53
- Public Beach
5700 Feet
- Municipal Pier
976 Feet



LOCAL FUNDING REQUEST PRIORITIES WITH SPONSORSHIP

ALZHEIMER'S DAYCARE

The City of Deerfield Beach Department of Community Services (also known as Northeast Focal Point at the Braithwaite Center for Active Aging) provides a structured and comprehensive array of programs and services that improves the independence, community engagement, and quality of life of adults, seniors, and children of northern Broward County and Deerfield Beach. In 1981, the City of Deerfield Beach and the Area Agency on Aging of Broward County partnered to develop, then known as the Center for Active Aging. Over the last 43 years, the Center for Active Aging has expanded. It also operates and administers an Alzheimer's and Multicultural Day Care Center and a preschool. It is the only intergenerational campus in Broward County.

SENIOR TRANSPORTATION PROGRAM

The City of Deerfield Beach Northeast Focal Point provides a structured and comprehensive array of programs and services that improve the independence, community engagement, and quality of life of adults, seniors, and children in northern Broward County and Deerfield Beach. In 1981, the City of Deerfield Beach and the Area Agency on Aging of Broward County partnered to develop the Northeast Focal Point. Over the last 43 years, the Northeast Focal Point has expanded. It now operates and administers a Senior Center, an Alzheimer's and Multicultural Adult Day Care Center, a preschool, and a senior transportation service. The Northeast Focal Point services the City of Deerfield Beach, Pompano, Lighthouse Point, Hillsboro Beach, Sea Ranch Lakes, and Lauderdale-by-the-sea. It is the only intergenerational campus in Northern Broward County, with a variety of programs and services offered to its residents. Expanding transportation services at the Northeast Focal Point at the Braithwaite Center for Active Aging is vital to the success of programs. Seniors frequently utilize transportation services to and from the center, medical appointments, and shopping.

INTERNATIONAL FISHING PIER

The City of Deerfield Beach International Fishing Pier, is a signature tourist attraction that lures crowds of sightseers, beachgoers and anglers. The International Fishing Pier was among piers in South Florida damaged by storm surges caused by Hurricane Nicole on November 10, 2022. Hurricane Nicole made landfall south of Vero Beach, 108 miles north of Deerfield Beach; however, the City of Deerfield Beach experienced severe storm surges, causing damage to the International Fishing Pier.

The pier is approximately 976 ft long, and 20 ft wide and has a varying elevation between 15.7 ft and 19.5 ft above sea level at the finished deck surface. The pier is composed of wood decking on wood beams and stringers, supported by a concrete superstructure on concrete piles. Approximately the last third of the pier's length was damaged, although most of the damage is concentrated at the east end, on the T plan shape portion of the pier, where the railings face the surf. The pier has remained partially closed since November 2022.



FUTURE LOCAL FUNDING REQUEST

NE 3RD AVENUE FROM SAMPLE ROAD TO NE 48 STREET

The City of Deerfield was awarded a grant through the Tactical Urbanism Program, administered by Broward County Metropolitan Planning Organization, for a temporary design along NE 3 Avenue from Sample Road to NE 48 Street in 2021. The City received numerous awards for this project, including a Complete Streets Community Award and Smart Growth Excellence Award. After proving the success of the temporary installation along NE 3 Avenue, the City is now seeking funds to make these changes permanent.

The City of Deerfield Beach seeks funding to construct roadway improvements at NE 3rd Avenue from North of Sample Road (NE 38th Street) to NW 48th Street. The NE 3rd Avenue corridor is an essential route for pedestrians of all ages who regularly walk or bike to different destinations, including four schools within a half-mile radius, Broward Health North, churches, and other community assets.

FAU RESEARCH PARK BOULEVARD

The purpose of the FAU Research Blvd. Roadway Improvement project is to increase the roadway capacity and multi-modal connectivity of FAU Research Park Blvd/SW 11th Way from SW 10th Street to NE 48th Street.

The City secured \$3,520,000 in funding through the Broward County Mobility Advancement Program, also known as the “Broward County Surtax”, for capacity improvements to FAU Research Park Boulevard. The City has recently completed its design of this project corridor between SW 10th Street and NE 48 Street. The scope of work for this design consists of road widening from two to four lanes, the addition of sidewalks, buffered bicycle lanes, and linear walking trails to encourage multiple modes of transportation, innovative intersection design, landscaping, lighting, drainage, and stormwater improvements for the entire area.

ASBESTOS-CONCRETE PIPE REPLACEMENT PROJECT

The replacement of Asbestos-Concrete Piping (ACP) within the City's Potable Water Distribution System will serve several benefits to the City. The benefits include improving employee safety when repairing damaged or broken water mains, removing a possible source of contaminants in drinking water, replacing aging infrastructure at the end of its projected service life, and improving reliability and structural integrity. The scope of work consists of replacing aging ACP using trenchless technology, which will minimize disruptions to residents and reduce restoration costs. This project phase will replace approximately 1 mile of ACP.

REMOVAL OF HYDRAULIC FLOW RESTRICTIONS IN POTTABLE WATER DISTRIBUTION SYSTEM

The Removal of Flow Restrictions in the City Distribution System Project will address historic hydraulic deficiencies in the City of Deerfield Beach's potable water distribution system. The scope of work for the project includes the design and construction required to replace eight separate incidences of hydraulic flow restrictions (bottlenecks).

The removal of hydraulic flow restrictions (bottlenecks) will improve water quality by reducing water age, increasing distribution piping reliability, and reducing energy costs.



RAILWAY FENCING (CONTINUATION FROM HILLSBORO BLVD TO SAMPLE ROAD)

Deerfield Beach would like to install one mile of fencing and columns along the Florida East Coast (FEC) railway on Dixie Highway from SW 15th Street to Sample Road. The project aims to increase public safety by mitigating railway accidents and fatalities. The railway, which spans three miles within City limits, is ground level with no barrier and within proximity to residential neighborhoods and area schools. Pedestrians frequently walk on railroad tracks and fail to utilize the designated railway crossing to cross the track. The lack of a railway barrier has created a public safety issue. The Deerfield Beach community has expressed concerns. In 2020, the City installed Phase I of the fencing, approximately one mile along Dixie Highway from Hillsboro Blvd. to SW 10th Street. With a Federal Appropriation request in 2023, Phase II of the fencing will be installed. A State Appropriation Request will allow the City to install the remaining one mile of fencing.

SE 15TH AVENUE BRIDGE DESIGN

Constructed in 1955, the SE 15th Avenue Bridge over Tern Waterway in the City of Deerfield Beach, Florida, is an aged bridge structure that has reached its useful life span and can no longer accommodate the demands of today's roadway travel demands. Despite several rehabilitation efforts, the bridge has been listed in 'fair' condition since 2017 and is currently on a 12-month inspection frequency due to the U.S. Army Criminal Investigations Command's (CID) item (70) Bridge posting being coded a 4.

Among several safety risks posed by the bridge's design structure, the narrow deck size and lack of pedestrian and cyclist walkways force drivers and pedestrians to share roadway space, creating a situation that is both dangerous and inefficient. Posted weight restrictions limit commercial vehicles, school buses, and other transport important to the supply and demand chains. Moreover, the bridge's height sits too low for the floodplain, making it especially vulnerable to flooding during tropical storms and other adverse climate conditions. These and other physical delaminations increase the structure's potential safety risks, limit mobility, and infringe on the quality of life.



STATE LEGISLATION THE CITY OF DEERFIELD BEACH *SUPPORTS*:

SOVEREIGN IMMUNITY

The City of Deerfield Beach SUPPORTS protecting Florida taxpayers by limiting the waiver of sovereign immunity on monetary damages recoverable in tort claims against government entities.

PROPERTY TAX PROTECTION

The City of Deerfield Beach SUPPORTS legislation that maintains an equitable property tax system while preserving a municipality's ability to fund public infrastructure, police, fire, emergency services, and other essential services. Any further erosions or exemptions on the current property tax structure will unfairly shift the tax burden to the business community, renters, and others.

GOVERNING BODY MEETINGS

The City of Deerfield Beach SUPPORTS legislation that would allow local governments to meet and conduct official business via teleconferencing or other technological means no more than two times per calendar year, as long as the meeting meet all of the requirements for public notice, public access and public participation. The bill does not specify that meetings that include formal action on ordinances or are quasi-judicial hearings may not be conducted via teleconferencing or other technological means.

TRANSPORTATION INFRASTRUCTURE

The City of Deerfield Beach SUPPORTS legislation to make equitable essential investments to ensure that transportation infrastructure can effectively serve the needs of present and future residents and visitors. This includes identifying new revenue sources statewide, regional and local transportation requirements while promoting and leveraging existing funding channels. The City of Deerfield Beach SUPPORTS the introduction of a fee for alternative fuel vehicles to ensure they fairly contribute to transportation infrastructure costs. The City of Deerfield Beach also SUPPORTS the inflationary indexing of the Municipal Motor Vehicle Fuel Tax. A well-preserved transportation network not only inspires businesses to invest in our cities but also fuels job creation and economic development.

ENTERPRISE FUND TRANSFER

The City of Deerfield Beach SUPPORTS the preservation of municipal authority to manage municipal revenue sources and realize reasonable rate of return on their proprietary assets, investments and services.

MOBILITY PLANS

The City of Deerfield SUPPORTS legislation that defines and clarifies mobility plans in order to provide a clear and concise framework for Cities to acquire, construct, and implement both traditional and alternative modes of transportation.



LEGISLATIVE RATIFICATION OF STATEWIDE STORMWATER RULE

The City of Deerfield Beach SUPPORTS legislation to ratify the Department of Environmental Protection's proposed Environment Resource Permitting Rules for Stormwater Design and Operation Regulations, Ch. 62-330, F.A.C.

SHORT TERM RENTALS

The City of Deerfield Beach SUPPORTS legislation that restores authority to local governments to regulate short-term rental properties as necessary for quality of life, public safety, and the creation of fair lodging standards. The City of Deerfield Beach SUPPORTS legislation that clarifies existing grandfathered municipal short-term rental ordinances that can be amended without penalty.



STATE LEGISLATION THE CITY OF DEERFIELD BEACH *OPPOSES*:

SHORT-TERM RENTALS

The City of Deerfield Beach OPPOSES legislation that preempts municipal authority as it relates to the regulation of short-term rental properties.

RESIDENTIAL BUILDING PERMITS

The City of Deerfield Beach OPPOSES legislation that requires governing bodies to create a program to expedite process for issuing residential building permits.

AFFORDABLE HOUSING PARKING REQUIREMENTS

The City of Deerfield Beach OPPOSES legislation that requires local governments to reduce parking requirements necessary for development approval for “Live Local” developments where at least 75% of the residential units are affordable for at least 30 years and the development is located within one-half mile of proposes an amendment to the Florida Constitution that would prohibit nonpartisan municipal elections. The proposal also provides that only qualified electors in a municipal election with the same party affiliation as a candidate for office may vote in the primary election for such office (even if a candidate has no opponent with a different party affiliation). The same prohibitions and limitations are imposed on all other states, counties, and local primary elections, including school boards. In addition, the proposal specifies that a candidate for office may not be prohibited from disclosing his or her party affiliation to the electors and may not be prohibited from campaigning or qualifying for office based on party affiliation.

SOVEREIGN IMMUNITY

The City of Deerfield Beach OPPOSES legislation that that increases statutory limits on liability for tort claims against the state and its agencies and subdivisions (which include cities). The current statutory limits for claims are \$200,000 per person and \$300,000 per incident. The bill would increase the caps to \$400,000 per person and \$600,00 per incident.



APPENDIX A

LOCAL PROJECT FUNDING REQUEST SUMMARIES



PROJECT: NE Focal Point Senior Center/Senior Transportation Services
AMOUNT REQUESTED: \$250,000.00
MATCHING FUNDS: \$1,830,717.00
PRIOR FUNDING: FY 2021-2022 \$250,000 and FY 2022-2023 \$286,705.00



PROJECT SUMMARY

The City of Deerfield Beach Northeast Focal Point at the Braithwaite Center for Active Aging (formerly known as Deerfield Beach Center for Active Aging) provides a structured and comprehensive array of programs and services that improves the independence, community engagement, and quality of life of adults, seniors, and children in northern Broward County and Deerfield Beach. In 1981, the City of Deerfield Beach and the Area Agency on Aging of Broward County partnered to develop the Northeast focal Point. Over the last 43 years, the Northeast focal Point has expanded. It now operates and administers a Senior Center, Alzheimer's and Multicultural Adult Day Care Center, a preschool, and a senior transportation service. The Northeast Focal Point services the City of Deerfield Beach, Pompano, Lighthouse Point, Hillsboro Beach, Sea Ranch Lakes, and Lauderdale-by-the-sea. It is the only intergenerational campus in Northern Broward County, with a variety of programs and services offered to its residents. At the Northeast Focal Point at the Braithwaite Center for Active Aging, expanding transportation services is vital to the success of programs. Seniors frequently utilize transportation services to and from the center, medical appointments, and shopping. The City of Deerfield Beach is requesting \$250,000 to increase transportation services to and from Northeast Focal Point.

SENIOR TRANSPORTATION

Senior Transportation services provide service providers and community resources for seniors who lack access to public transportation and/or are too incapacitated to utilize other transportation. Transportation services are intended to ensure the continued mobility of older persons.

The program intends to increase and continue to provide transportation services for residents of the city that meet the criteria required for transportation services. Individuals 60 years old and older will be eligible to receive transportation services under this program. Priority is given to seniors in the most significant social and economic needs. The transportation services also adhere to the Americans with Disabilities Act's (ADA) guidelines and requirements.

SENIOR CENTER

The Senior Center provides supportive services, congregate nutrition services, disease prevention services, health promotion services, and caregiver support services for active individuals aged sixty (60) or older.

HIGHLIGHTS





SENIOR TRANSPORTATION

The Senior Transportation Program is available to persons 60 years and older who need transportation. Services are available Monday through Friday, 7:30 am to 4:30 pm.

In 2022, a total of 24,948 seniors were provided with 16,025 transportation trips to and from the Center for medical appointments, grocery shopping, social service agency appointments, prescription pickups, field trips, COVID-19 testing, and vaccination sites. Transportation services provide transportation to disadvantaged individuals with access to services and programs.



SENIOR CENTER

In 2022, 341 individuals were provided with 1020 hours of recreation service, 554 hours of counseling services, and 381 hours of health support services.

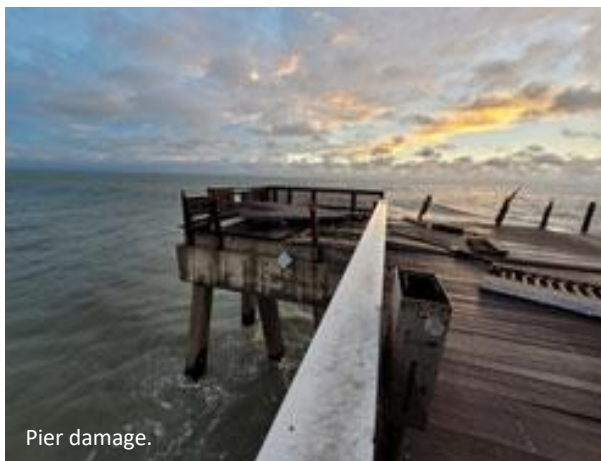
The program provides daily mentally and physically stimulating activities and programs and daily field trips for individuals 60 and older. Other benefits include recreational activities, health promotion and wellness, information and referral services, transportation services, and nutritional programs.



PROJECT: International Fishing Pier
AMOUNT REQUESTED: \$550,000.00
MATCHING FUNDS: \$3,050,000.00
PRIOR FUNDING: N/A

PROJECT SUMMARY

The City of Deerfield Beach International Fishing Pier, is a signature tourist attraction that lures crowds of sightseers, beachgoers and anglers. The International Fishing Pier was among piers in South Florida damaged by storm surges caused by Hurricane Nicole on November 10, 2022. Hurricane Nicole made landfall south of Vero Beach, 108 miles north of Deerfield Beach; however, the City of Deerfield Beach experienced severe storm surges, causing damage to the International Fishing Pier.

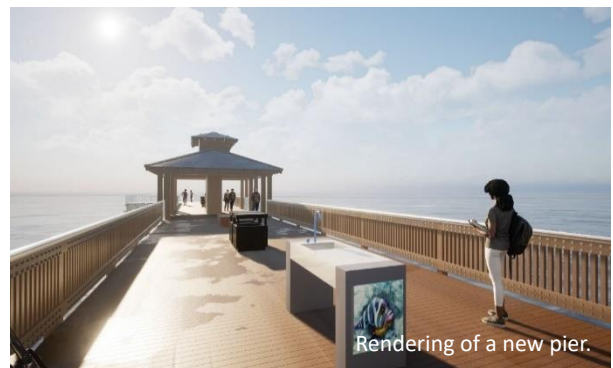
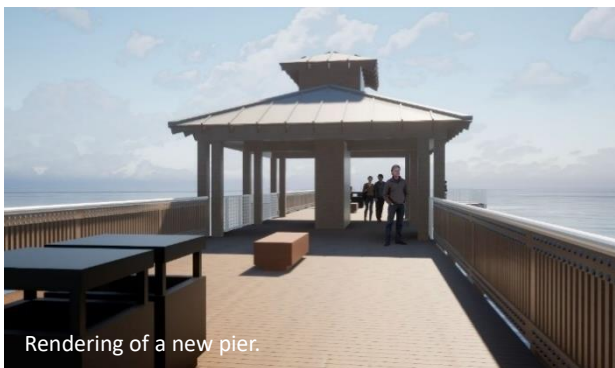




The pier is approximately 976 ft long, and 20 ft wide and has a varying elevation between 15.7 ft and 19.5 ft above sea level at the finished deck surface. The pier is composed of wood decking on wood beams and stringers, supported by a concrete superstructure on concrete piles. Approximately the last third of the pier's length was damaged, although most of the damage is concentrated at the east end, on the T plan shape portion of the pier, where the railings face the surf. The pier has remained partially closed since November 2022.

The Federal Emergency Management Agency (FEMA) did not declare a State of Emergency in Broward County in the aftermath of Hurricane Nicole; therefore, the City is responsible for the total cost of repairs to the International Fishing Pier.

The City conducted a structural assessment of the pier, which resulted in recommendations for a new substructure, restoration of spalled concrete piles, replacement of beams, wood decking, new wood railings, restoration of the pavilion, replacements of the lighting system and lightning protection, and new furnishings which would cost the City \$4.5 million to make the repairs. The City is requesting a State Appropriation Request in the amount of \$550,000 to make the necessary repairs to the pier. The City has a match of \$3.6 million in funding in the City Capital Improvement Plan.



PUBLIC IMPACT

The following The Pier is a signature attraction to northern Broward County and Deerfield Beach. The City's Beachfront will benefit from having repairs made to the pier. Having an International Fishing Pier offers a unique opportunity for anglers. It is a happy medium between surf fishing and taking a boat out. The City also offers a world-renowned live camera feed ecological education and biodiversity live camera feed from the piles of the pier. Completing repairs to the Pier aligns with the City's commitment to developing infrastructure, facilities, and organizational capacity for a sustainable community.



AVERAGE MONTHLY PIER USAGE

- Daily fishing – 3,911
- Sightseer (Active first responders) – 11
- Sightseer (Military/Veteran) – 75
- Sightseer (DFB Resident) 1,228
- Sightseer (Non-DFB Resident) – 9,090
- Employee Fishing – 9
- Employee Sightseer – 4
- Pier Walk Club – 226

PIER WALK CLUB (AGES 50+)

Maintaining an active lifestyle is crucial for the well-being of seniors. One fantastic way to achieve this is through a dedicated walking club, which promotes physical activity but it also fosters a sense of community and social interaction. Every journey starts with a single step. Increase energy, improve heart health, and get active!

PIER PROGRAMS/EVENTS

- Livestream of Underwater Fish Camera
- Livestream of Pier Fishing Camera
- Veterans Day Ceremony
- Ocean Way Holiday
- Memorial Day Ceremony
- Jr. Anglers Day (200+ participants annually)
- Annual Underwater Pier Clean Up
- Annual Sea Turtle Rescue Training
- Independence Day Celebration



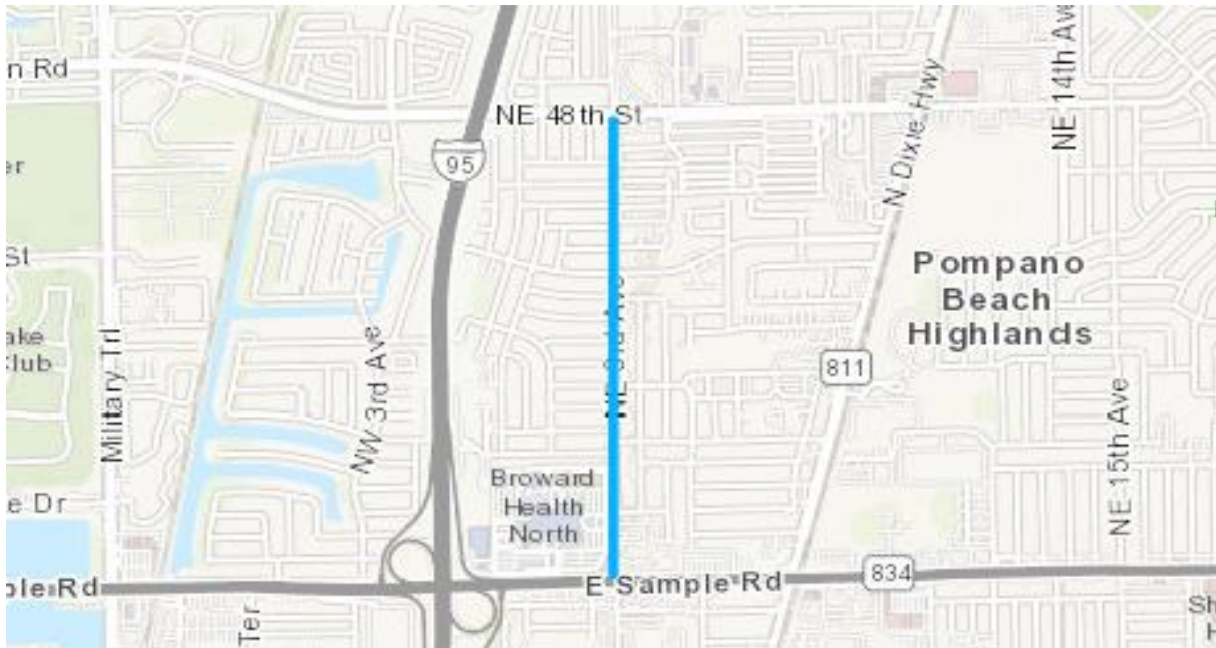
PROJECT: NE 3 Ave from Sample Road to NE 48 St
AMOUNT REQUESTED: \$2,360,000
MATCHING FUNDS: \$480,000
PRIOR FUNDING: N/A

PROJECT SUMMARY

The City was awarded a grant through the Tactical Urbanism Program, administered by Broward County Metropolitan Planning Organization, for a temporary design along NE 3rd Avenue from Sample Road to NE 48 Street in 2021. The City received numerous awards for this project, including a Complete Streets Community Award and Smart Growth Excellence Award. After proving the success of the temporary installation along NE 3 Avenue, the City is now seeking funds to make these changes permanent.



The City of Deerfield Beach seeks funding to construct roadway improvements at NE 3rd Avenue from North of Sample Road (NE 38th Street) to NW 48th Street. The NE 3rd Avenue corridor is an essential route for pedestrians of all ages who regularly walk or bike to different destinations, including four schools within a half-mile radius, Broward Health North, churches, and other community assets.





The community has communicated concerns over speeding, as the corridor is frequently used as a “cut-through” for traffic since it offers access to the nearby Interstate 95. The existing roadway design, lighting, placement of crosswalks, and pedestrian signage also increase pedestrian and bicyclists' exposure to vehicular traffic. A traffic study completed in the corridor supports the community safety concerns.

The proposed improvements address safety concerns and involve traffic calming and pedestrian treatments that encourage walkability, mobility, accessibility, and visibility. The scope of work consists of converting a four (4) lane undivided corridor to a three (3) lane section to afford room for buffered bicycle lanes, green swales, and an improved pedestrian experience. Additionally, a four-way stop on the high injury network at NE 44th Street will be replaced with a roundabout to calm traffic and reduce conflicts. The project elements are as follows:

- Conversion of a 4-lane undivided corridor to a 3-lane section
- Continuous 7' Buffered bike lanes
- Mid-block crosswalk at NE 3rd Avenue and NE 38th Street with HAWK pedestrian signal
- Roundabout to replace a four (4) way stop on NE 3rd Avenue at NE 44th Street for traffic calming
- Signalized Intersection improvements will include plateau intersections
- Green swales will be added to provide pre-treatment for water quality before discharge to existing storm drain inlets
- Improved roadway lighting for pedestrian and bicycle usage on NE 3rd Ave
- Road will be milled and resurfaced with the change in pavement markings
- Infill of sidewalk gaps
- Proposed improvements will be ADA compliant

The project provides transportation options to walk, bike, and drive while improving the safety and security of all corridor users. The presence of employment centers like Broward Heath North and proposed workforce housing creates jobs and strengthens the Tedder Community located along this corridor.



The proposed project is predominantly residential, with many ethnic and racial minority households. According to the U.S. Census, an average of 29% of households in all three Census block groups in the area and up to 52% in one of the block groups live below the poverty level. Community support for the project was gathered through tours of the area, workshops, surveys, and City Board and committee presentations. Participants included residents from the project area, community members, elected officials, students and principals from local schools, and other stakeholders.

The City is seeking an Appropriation Request of \$2,360,000 to construct the improvements permanently along NE 3 Avenue from Sample Road to NE 48 Street.



HIGHLIGHTS

The following implementation considerations are provided for this improvement design.

ROADWAY SAFETY

This improvement increases safety along this corridor for multiple modes of transportation.

MULTIPLE MODES OF TRANSPORTATION

This improvement increases access to bicyclists, pedestrians, and vehicles.

LAND ACQUISITION

The improvements are proposed to be constructed in the City right of way or on City-owned property. Land or easement acquisition is not anticipated for this improvement.



PROJECT: FAU Research Park Boulevard
AMOUNT REQUESTED: \$2,360,000
MATCHING FUNDS: \$7,040,000
PRIOR FUNDING: N/A

PROJECT SUMMARY

The purpose of the FAU Research Blvd. Roadway Improvement project is to increase the roadway capacity and multi-modal connectivity of FAU Research Park Blvd/SW 11th Way from SW 10th Street to NE 48th Street.

The City secured \$3,520,000 in funding through the Broward County Mobility Advancement Program, also known as the “Broward County Surtax”, for capacity improvements to FAU Research Park Boulevard. The City has recently completed its design of this project corridor between SW 10th Street and NE 48 Street. The scope of work for this design consists of road widening from two to four lanes, the addition of sidewalks, buffered bicycle lanes, and linear walking trails to encourage multiple modes of transportation, innovative intersection design, landscaping, lighting, drainage, and stormwater improvements for the entire area. The total estimated cost for this project is \$9,400,000.

The existing 2-lane undivided facility provides access to area schools and residential communities to include senior housing development and commercial developments. Additionally, FAU Research Park Blvd, from Sample Road to Hillsboro Boulevard, is a parallel facility to I-95, providing an alternate detour for incident management on I-95. However, the facility restricts roadway capacity at the bottleneck. To add to the limited roadway capacity, North of SW 10th Street, SW 11th Way is a 4-lane divided facility, and south of NE 48th Street, SW 11th Way becomes NE 3rd Avenue, a 4-lane undivided collector roadway. The AADT for FAU Research Park Blvd 2-lane corridor is 12,300 VPD and approaching LOS D.

The facility also lacks adequate infrastructure for walking and biking; it does not provide bicycle facilities and continuity of sidewalks for ADA accessibility.

The proposed roadway expansion (widening) for FAU Research Park Blvd/SW 11th Way, from SW 10th Street to NE 48th Street, will alleviate traffic congestion by increasing traffic flow capacity from 12,300 VPD to 36,200 VPD and provide a continuous 4-lane corridor parallel to I-95, from Sample Road to Hillsboro Blvd, for incident management. To address multi-modalism, improvements will include the addition of sidewalks and bicycle facilities with ADA accessibility. The project’s scope of work aligns with the Complete Streets guidelines, encouraging safer streets that are sustainable and resilient.

The proposed scope of work includes road widening from 2-lanes to a 4-lane divided corridor with a landscaped center median and turn lanes, intersection improvements, storm drainage improvements, buffered bike lanes, continuous sidewalks on both sides of the street, and roadway and pedestrian level lighting. With roadway improvements, the city is also proposing utility improvements to include relocation of an existing 12” water main and evaluation of two existing lift stations along the corridor, as development is anticipated, which would increase capacity needs.

The existing corridor is not on a current transit route; however, it serves as a critical school bus route for Deerfield Beach High School and Highlands Christian Academy, located on FAU Research Park Boulevard / SW 11th Way.



FAU Research Park Boulevard is federally designated as an Opportunity Zone. An Opportunity Zone is an economically distressed community where new investments, under certain conditions, may be eligible for preferential tax treatment to spur economic development. The proposed project is designed to increase the ability of a distressed area to recover from past economic downfalls.

The project outcomes will promote business continuity and preparedness, industrial diversification, safe development practices, and conduct disaster recovery efforts with key stakeholders. To incentivize the attraction and retention of businesses, the City is investing in infrastructure improvements in key areas.

Recently, the city held a referendum and sold a property at 1045 SW 11 Way, on this corridor, which will be developed for medical purposes, a hotel, parking, and public space. Infrastructure improvements attract investment, stimulate commerce, and support local businesses, ultimately retaining and creating more jobs.

The City is requesting a State Appropriation of \$2,360,000 for the construction cost associated with FAU Research Park Boulevard from SW 10th Street to NE 48 Street.





HIGHLIGHTS

The following implementation considerations are provided for this improvement design.

ROADWAY CAPACITY

This improvement increases capacity on this corridor to improve throughput and support future development.

FLOOD BENEFIT

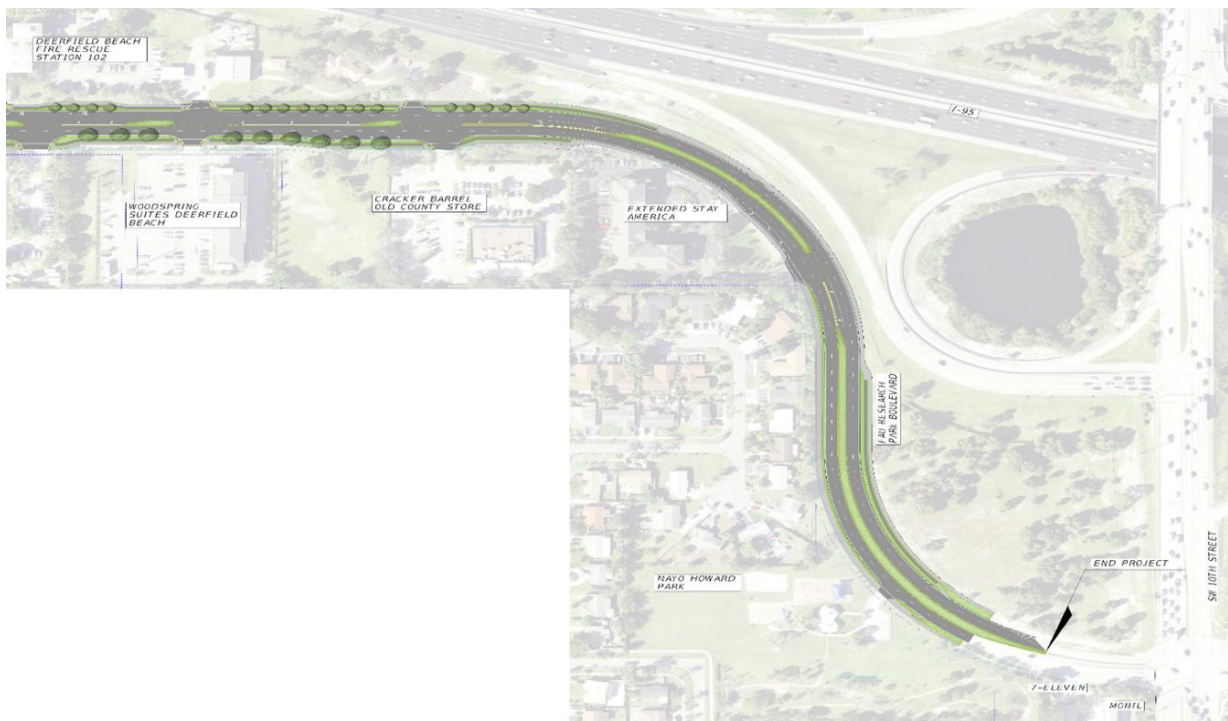
This improvement reduces the severity and duration of flooding in the problem area.

WATER QUALITY BENEFITS

This improvement provides a water quality benefit by providing additional exfiltration, which increases stormwater infiltration, rather than discharging to the receiving water body.

LAND ACQUISITION

The improvements are proposed to be constructed in the City right of way or on City-owned property. Land or easement acquisition is not anticipated for this improvement.





PROJECT: Removal of Hydraulic Flow Restrictions in Potable Water Distribution System
AMOUNT REQUESTED: \$660,000
MATCHING FUNDS: \$330,000
PRIOR FUNDING: N/A

PROJECT SUMMARY

The Removal of Flow Restrictions in the Distribution System Project will address historic hydraulic deficiencies in the City of Deerfield Beach's potable water distribution system. The scope of work for the project includes the design and construction required to replace eight separate incidences of hydraulic flow restrictions (bottlenecks). The existing pipe size of the hydraulic flow restrictions ranges from 2" to 24" in diameter. The estimated cost of the project is \$660,000.

According to the Integrated Utilities Master Plan, removing hydraulic flow restrictions is a top priority to improve reliability and water quality. This effort aims to replace the piping that has been identified as being undersized and would have the most significant impact on improving the Potable Drinking Water System. The current size pipe creates substantial flow restrictions in the distribution system and results both in a longer maximum retention time (water age) and increased pumping costs due to higher workloads on pumps and related equipment. In conjunction with the East Water Treatment Plant (EWTP) Ground Storage Pipe (GSP) Replacement Project, this project will complete the removal of all flow restrictions (bottlenecks) identified within the Deerfield Beach potable water distribution system, significantly improving water quality for the entire City.

The goal is to remove all hydraulic restrictions (bottlenecks) to improve water quality by reducing water age, increasing distribution piping reliability, and reducing energy costs. The City wants to design and fund the complete replacement of the eight identified hydraulic flow restrictions within the potable water system as potential State Appropriation requests.

The City has budgeted \$330,000 for this project. A State Appropriation would serve to help expedite the delivery of this critical infrastructure improvement. The City is requesting matching funds through a State Appropriation request of \$330,000 for the design, construction, and removal of all identified hydraulic flow restrictions in the potable water distribution system.



HIGHLIGHTS

The following implementation considerations are provided for this improvement design.

ENERGY SAVINGS

This improvement reduces the pumping cost of providing water throughout the City by removing hydraulic flow restrictions and decreasing the workload of the pumps and related equipment.

WATER QUALITY BENEFITS

This improvement provides a water quality benefit by reducing the city's drinking water system's maximum retention time (water age).

LAND ACQUISITION

The improvements are proposed to be constructed in the City right of way or on City-owned property. Land or easement acquisition is not anticipated for this improvement.

Project Name	Driver	Criticality	System	Budget Category	Description	Rationale	Recommended Before Year	Total Capital Cost
East WTP GST Connection Line	Customer Service	Optimize	Water Distr	Capital	Migration of the point of connection of the western GST of the East pumping facility from the 24-inch transmission main that runs along NW 1st Street to the existing 8-inch line (that runs 13 feet away to the north).	Water quality in the northeast of the Service Area would dramatically improve upon this change.	2025	\$ 10,476
East WTP GST Pipe Segments	Customer Service	Optimize	Water Distr	Capital	Upsize several segments of pipe upstream of the GSTs at the site of the decommissioned East WTP. See Table 4.24 for details.	Hydraulic capacity deficiencies at some pipes along NW 1st Street and a few upstream locations are triggered upon completion of project OP2	2025	\$ 724,939
ACP Replacement Program	System Reliability	Moderate Impact	Water Distr	R&R	Replacement of approximately 11 miles of asbestos cement pipe (ACP) within the distribution system. See figure 4.6 for location.	Pipe of this material has aged well beyond its useful life and is known to be at risk for failure.	2020-2030	\$ 9,603,000
Rehabilitate HSPs	System Reliability	Moderate Impact	Water Trans	R&R	Rehabilitation of High Service Pumps and related systems	Systematically rehabilitate or replace pumping equipment and controls that are nearing the end of their useful life	2020-2040	\$ 1,047,600
SUBTOTAL COST								\$ 12,962,653
RECLAIMED WATER								
Reclaimed Water Distribution System Feasibility	Capacity; Customer Service	Optimize	Reclaimed Water	Capital	Reclaimed Water Distribution System Feasibility Analysis and Design	Broward County has awarded a cost share grant to the City to evaluate the feasibility of a reclaimed water system. A system will offset the amount of potable water being used by customers.	2020-2021	\$ 250,000
WASTEWATER COLLECTION PROJECTS								
Replace P55	System Reliability	Moderate Impact	Wastewater System	R&R	Replace pumps and ancillary systems at P55	Simulated pump performance exhibits capacity deficiencies	2020-2025	\$ 157,702
Replace P56	System Reliability	Moderate Impact	Wastewater System	R&R	Replace pumps and ancillary systems at P56	Simulated pump performance exhibits capacity deficiencies	2020-2025	\$ 101,916
Replace P516	System Reliability	Moderate Impact	Wastewater System	R&R	Replace pumps and ancillary systems at P516	Simulated pump performance exhibits capacity deficiencies	2020-2025	\$ 92,261
Replace P518	System Reliability	Moderate Impact	Wastewater System	R&R	Replace pumps and ancillary systems at P518	Simulated pump performance exhibits capacity deficiencies	2020-2025	\$ 87,076
Replace P541	System Reliability	Moderate Impact	Wastewater System	R&R	Replace pumps and ancillary systems at P541	Simulated pump performance exhibits capacity deficiencies	2020-2025	\$ 92,261



PROJECT: Railway Fencing (SW 10th Street to Sample Road)
AMOUNT REQUESTED: \$750,000
MATCHING FUNDS: \$472,500



PROJECT SUMMARY

Deerfield Beach would like to install 0.5 miles of fencing and columns along the Florida East Coast (FEC) railway on Dixie Highway from SW 15th Street to NE 49th Street. The project aims to increase public safety by mitigating railway accidents and fatalities. The railway, which spans three miles within City limits, is ground level with no barrier and is near residential neighborhoods and area schools. Pedestrians frequently walk on railroad tracks and fail to utilize the designated railway crossing to cross the track. The lack of a railway barrier has created a public safety issue. The Deerfield Beach community has expressed concerns.

In 2020, the City installed a portion of the fencing, approximately one mile along Dixie Highway from Hillsboro Blvd. to SW 10th Street, utilizing the City's general funds. In FY 2024, the City anticipates the construction of one additional mile of fencing from SW 10th Street to SW 15th Street from funding through a Congressional "Community Project Funding" Appropriation request in the amount of \$750,000 secured by former Congressman Ted Deutch (D-FL). Funding through the State will allow the City to install an additional 0.5 mile of fencing from SW 15th Street to NE 49th Street, which would leave the City an additional 1.5 mile from NE 49th Street to Sample Road to complete the last phase of the project.

Florida Department of Transportation (FDOT) has a Resurface Restoration and Rehabilitation (RRR) project scheduled to begin in Spring 2025 for the Dixie Highway corridor from Hillsboro Blvd to Sample Road, ending in Fall 2026. The RRR project will extend the service life of the pavement, enhance roadway safety, and improve the operating characteristics of the Dixie Highway corridor. A chain link fence along the FEC Railway is in the design of the RRR project. The City has deemed a chain link fence as not aesthetically pleasing and notified FDOT of the displeasure. In conversation, FDOT has agreed to provide the City with the allocated \$172,500 for the chain link fence to allow the City to continue the decorative fencing that has been installed from Hillsboro to SW 10th Avenue for the entire corridor. FDOT \$172,500 is being leveraged with the City's \$300,000 contribution for a total match of \$472,500.



PUBLIC IMPACT

The project will benefit the Deerfield Beach community. The fencing will serve as a security measure/barrier to deter both children and adults from entering the tracks and facilitate proper crossing by ensuring that only the area designated for crossing the tracks is utilized by pedestrians. The project aligns with the City's commitment to developing infrastructure, facilities, and organizational capacity for a sustainable community.





PROJECT: SE 15th Ave Bridge Design
AMOUNT REQUESTED: \$737,000.00
MATCHING FUNDS: \$2,500,000.00
PRIOR FUNDING: N/A



PROJECT SUMMARY

Constructed in 1955, the SE 15th Avenue Bridge over Tern Waterway in the City of Deerfield Beach, Florida, is an aged bridge structure that has reached its useful life span and can no longer accommodate the demands of today's roadway travel demands. Despite several rehabilitation efforts, the bridge has been listed in 'fair' condition since 2017 and is currently on a 12-month inspection frequency due to CID item (70) Bridge posting being coded a 4.

Among several safety risks posed by the bridge's design structure, the narrow deck size and lack of pedestrian and cyclist walkways force drivers and pedestrians to share roadway space, creating a situation that is both dangerous and inefficient. Posted weight restrictions limit commercial vehicles, school buses, and other transport important to the supply and demand chains. Moreover, the height of the bridge sits too low for the flood plain, making it especially vulnerable to flooding during tropical storms and other adverse climate conditions. These and other physical delaminations increase the structure's potential safety risks, limit mobility, and infringe on the quality of life.

This project will construct a newly designed bridge structure that will be raised above the flood plane to promote better vessel navigability and will be less susceptible to damage by storm surges and sea level rise. The new bridge will contain safer, wider lanes with 5 feet walking and cycling paths on both sides to accommodate all roadway users and various non-vehicle travel.

The City recently submitted a grant proposal requesting 2.5 million in funding through the Bridge Improvement Program (BIP) Grant funded by the Federal Highway Administration (FHA) for the construction of the newly designed bridge. The City now requesting \$737,000 through a State Appropriation request to leverage the cost of the design of the bridge.



HIGHLIGHTS

Located in Florida's 2nd largest county (population-wise), Broward, the City of Deerfield Beach, the SE 15th Avenue Bridge over Tern Waterway (located at GPS Coordinates +26.30933N, -80.058358W) carries highway over the waterway and is a local (Urban) route that lies between SE 10th Street and SE 7th Streets. It is the main road that runs through the City's Cove neighborhood (over 500 residential homes) and feeds directly into one of the City's main artery roads—Hillsboro Road—which in turn leads to major areas and highways such as Interstate I95, as well as other adjoining cities—Bo ca Raton, Coconut Creek, and Delray Beach, to name a few. Technically, SE 15th Avenue is an easy, direct route that leads residents to and from the Cove neighborhood and the City's commercial districts.

CLIMATE RESILIENCY

This project contributes to climate change, resilience, and the environmental criteria by constructing a new bridge that will be designed with environmentally sustainable, climate-resilient measures and materials and will accommodate the needs of the City's rapidly growing economy and population.





Notes



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2023-2281

Agenda Date: 12/12/2023

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, accepting a grant award from the Florida Department of Environmental Protection in an amount of \$435,000 for the Martin Luther King Jr. Avenue Stormwater Project; approving and authorizing execution of the Grant Agreement; 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

Martin Luther King (MLK) Jr. Avenue/SW 3rd Avenue corridor has been identified as a widespread flood-prone risk area in the City's 2021 Stormwater Capital Improvement Plan.

Due to resident complaints received, a risk assessment was conducted by Geosyntec Consultants, Inc. The results identified that the existing stormwater infrastructure does not meet current level of service standards to properly convey stormwater runoff. The project corridor spans north to south within the city limits, south of East Hillsboro Boulevard, east of I-95, north of SW 10th Street, and west of South Dixie Highway.

The project will reduce the severity of flooding in the project corridor by upsizing existing drainage infrastructure and constructing new drainage infrastructure to include ditch bottom inlets, manholes, piping, and exfiltration, as well as increasing the storage capacity provided by the existing stormwater pond. The project will mitigate flooding in the northern and southern sections of the corridor to achieve a level of service standards to withstand a 10-year, 24-hour storm in the area.

Current Activity

On January 25, 2023, the City applied for funding through the Florida House of Representatives Appropriation Project Request to fund the Deerfield Beach Martin Luther King Jr. (MLK) Avenue Stormwater project for \$435,287.

On June 29, 2023, the City received a Notification of Award in the amount of \$435,000 for the Deerfield Beach Martin Luther King Jr. Avenue Stormwater Project. Funds will be utilized as leverage to procure a consultant to complete the design and permits for drainage infrastructure improvements in the project area. The project will begin upon execution of the agreement to expire on March 31, 2026.

To accept the award, the City is required to execute an agreement with the State of Florida

Department of Environmental Protection outlining the grant terms and conditions.

Recommendation

It is recommended that the City Commission authorize acceptance of the grant award, in the amount of \$435,000, from the State of Florida Department of Environmental Protection for the Deerfield Beach Martin Luther King Jr. Avenue Stormwater Project through and executing the grant agreement (LPA0508).

RESOLUTION NO. 2023/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, ACCEPTING A GRANT AWARD FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION IN THE AMOUNT OF \$435,000 FOR THE MARTIN LUTHER KING JR. AVENUE STORMWATER PROJECT; APPROVING AND AUTHORIZING EXECUTION OF THE GRANT AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Martin Luther King Jr. Avenue and Southwest 3rd Avenue corridor (the “MLK Project Area”) in the City of Deerfield Beach (“City”) has been identified as a widespread flood-prone risk area in the City’s 2021 Stormwater Capital Improvement Plan; and

WHEREAS, on January 25, 2023, the City applied for funding through the Florida House of Representatives Appropriation Project Request to fund stormwater improvements to the MLK Project Area (the “Stormwater Project”); and

WHEREAS, on June 29, 2023, the City received a Notification of Award in the amount of \$435,000 for the Stormwater Project, which funding will be utilized to procure a consultant to complete the design and permits for drainage infrastructure improvements in the project area (the “Grant Award”); and

WHEREAS, to accept the Grant Award, the City must execute a grant agreement with the State of Florida Department of Environmental Protection (“FDEP”) outlining the grant terms and conditions that will become effective upon execution and will expire on March 31, 2026; and

WHEREAS, City Staff recommends the City Commission accept the Grant Award, and approve and authorize execution of the grant agreement with FDEP, attached as Exhibit “A”, (the “Grant 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 accepts the Grant Award for the Stormwater Project in the MLK Project Area.

Section 3. The City Commission hereby approves the Grant Agreement with FDEP, attached as Exhibit “A”, and authorizes the City Manager 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 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 12TH DAY OF DECEMBER, 2023.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

EXHIBIT A

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to section 215.971, Florida Statutes:

1. Project Title (Project): **Deerfield Beach - Martin Luther King Jr. (MLK) Avenue Stormwater Project** Agreement Number: **LPA0508**
2. Parties **State of Florida Department of Environmental Protection,
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000** (Department)
- Grantee Name: **City of Deerfield Beach** Entity Type: **Local Government**
- Grantee Address: **150 NE 2nd Avenue, Deerfield Beach, FL, 33441** FEID: **59-6000305** (Grantee)
3. Agreement Begin Date: **Upon Execution** Date of Expiration: **March 31, 2026**
4. Project Number: Project Location(s): **Lat/Long: (26.311460, -80.107147)**
(If different from Agreement Number)
- Project Description: **The Grantee will procure a consultant to complete the design and permits for drainage infrastructure improvements in the project area.**

5. Total Amount of Funding:	Funding Source?	Award #s or Line-Item Appropriations:	Amount per Source(s):
\$435,000.00	☒ State ☐ Federal	LP, GAA LI 1705A, FY 23-24, GR	\$ 435,000.00
	☐ State ☐ Federal		\$
	☐ Grantee Match		\$
Total Amount of Funding + Grantee Match, if any:			\$ 435,000.00

6. Department's Grant Manager Grantee's Grant Manager
- Name: **Arianna Kolesar** Name: **Priscilla DeJesus**
or successor or successor
- Address: **Florida Dept. of Environmental Protection** Address: **150 NE 2nd Avenue**
3900 Commonwealth Blvd., MS 3570 **Deerfield Beach, FL, 33441**
Tallahassee, FL 32399-3000
- Phone: **850-245-2948** Phone: **561-895-3167**
- Email: **Arianna.Kolesar@FloridaDEP.gov** Email: **Pdejesus@deerfield-beach.com**

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

☒ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
☒ Attachment 2: Special Terms and Conditions
☒ Attachment 3: Grant Work Plan
☒ Attachment 4: Public Records Requirements
☒ Attachment 5: Special Audit Requirements
☐ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com , in accordance with section 215.985, F.S.
☐ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
☒ Exhibit A: Progress Report Form
☐ Exhibit B: Property Reporting Form
☒ Exhibit C: Payment Request Summary Form
☐ Exhibit D: Quality Assurance Requirements
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
☐ Exhibit F: Common Carrier or Contracted Carrier Attestation Form PUR1808 (State)
☐ Exhibit H: Non-Profit Organization Compensation Form (State)

☐ Additional Exhibits (if necessary):	
8.	
Federal Award Identification Number(s) (FAIN):	
Federal Award Date to Department:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☐ N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

City of Deerfield Beach

GRANTEE

Grantee Name

By _____
(Authorized Signature) Date Signed

David Santucci, City Manager

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

By _____
Secretary or Designee Date Signed

Angela Knecht, Director, Division of Water Restoration Assistance

Print Name and Title of Person Signing

☒ Additional signatures attached on separate page.

DWRA Additional Signatures

Arianna Kolesar, DEP Grant Manager

Amanda Peck, DEP QC Reviewer

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS**

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:

- i. Standard Grant Agreement
- ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
- iii. Attachment 1, Standard Terms and Conditions
- iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:

- (1) an increase or decrease in the Agreement funding amount;
- (2) a change in Grantee's match requirements;
- (3) a change in the expiration date of the Agreement; and/or
- (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.

A change order to this Agreement may be used when:

- (1) task timelines within the current authorized Agreement period change;
- (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
- (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
- (4) fund transfers between budget categories for the purposes of meeting match requirements.

This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- i. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- ii. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.
- c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
 - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to

require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: <https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.
- e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- f. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:
 - i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.
 - ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.
- g. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- h. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- i. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- j. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: www.myfloridacfo.com/Division/AA/Vendors/default.htm.

- k. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
- i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
- ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.
- e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the

Attachment 1

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terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.

- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

- i. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- ii. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- iii. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- iv. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- v. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;

- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
 - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
 - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
 - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
 - iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity;

Attachment 1

may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

- iv. **Notification.** The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

- a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- c. All construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

- i. **Signage Requirements**
 - a. **Investing in America Emblem:** The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a "project funded by President Biden's Bipartisan

Infrastructure Law” or “project funded by President Biden’s Inflation Reduction Act” as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at:

<https://www.epa.gov/invest/investing-america-signage>.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

- i. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- ii. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- iii. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department’s Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee’s integrity or responsibility. Such information may include, but shall not be limited to, Grantee’s business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at:

<http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

29. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.

- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
 - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
 - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting.

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- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the

Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. LPA0508**

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is the Deerfield Beach - Martin Luther King Jr. (MLK) Avenue Stormwater Project. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement begins on July 1, 2023 and ends at the expiration of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

b. Commercial Automobile Insurance.

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.

The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

Retainage is permitted under this Agreement. Retainage may be up to a maximum of 10% of the total amount of the Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

The Grantee will identify the expected return on investment for this project and provide this information to the Governor's Office of Policy and Budget (OPB) within three months of execution of this Agreement. For each full calendar quarter thereafter, the Grantee will provide quarterly update reports directly to OPB, no later than 20 days after the end of each quarter, documenting the positive return on investment to the state that results from the Grantee's project and its use of funds provided under this Agreement. Quarterly reports will continue until the Grantee is instructed by OPB that no further reports are needed, or until the end of this Agreement, whichever occurs first. All reports shall be submitted electronically to OPB at env.roi@laspbs.state.fl.us, and a copy shall also be submitted to the Department at legislativeaffairs@floridaDEP.gov.

14. Common Carrier.

- a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and

Attachment 2

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return PUR 1808 before contract execution] If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

- b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808

15. Additional Terms.

None.

Any terms added here must be approved by the Office of General Counsel.

ATTACHMENT 3 GRANT WORK PLAN

PROJECT TITLE: Deerfield Beach - Martin Luther King Jr. (MLK) Avenue Stormwater Project.

PROJECT LOCATION: The Project will be located in the City of Deerfield Beach (Grantee) within Broward County; Lat/Long (26.311460, -80.107147). See Figure 1 for Location Map.

PROJECT BACKGROUND: Martin Luther King (MLK) Jr. Avenue / SW 3rd Avenue corridor has been identified as a wide-spread flood-prone area. Residents have complained about chronic flooding, and a risk assessment identified that the existing stormwater infrastructure does not meet current level of service standards to properly convey stormwater runoff. The project corridor spans north to south within City limits; south of East Hillsborough Boulevard, east of I-95, north of SW 10th Street, and west of the South Dixie Highway.

The project will reduce the severity of flooding in the project corridor through upsizing existing drainage infrastructure and constructing new drainage infrastructure to include ditch bottom inlets, manholes, piping, and ex-filtration, as well as increasing the storage capacity provided by the existing stormwater pond. The proposed project will mitigate flooding in the northern and southern sections of the corridor to achieve a level of service standards to withstand a 10-year, 24-hour storm in the area.

PROJECT DESCRIPTION: The Grantee will procure a consultant to complete the design and permits for drainage infrastructure improvements in the project area.

TASKS: All documentation should be submitted electronically unless otherwise indicated.

Task #: Design and Permitting

Deliverables: The Grantee will complete the design of up sizing existing drainage infrastructure and obtain all necessary permits for construction of the project.

Documentation: The Grantee will submit: 1) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 2) a summary of activities to date, indicating the percentage of design completion for the time period covered in the payment request. For the final documentation, the Grantee will also submit a copy of the design completed with the funding provided for this task and a list of all required permits identifying issue dates and issuing authorities.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

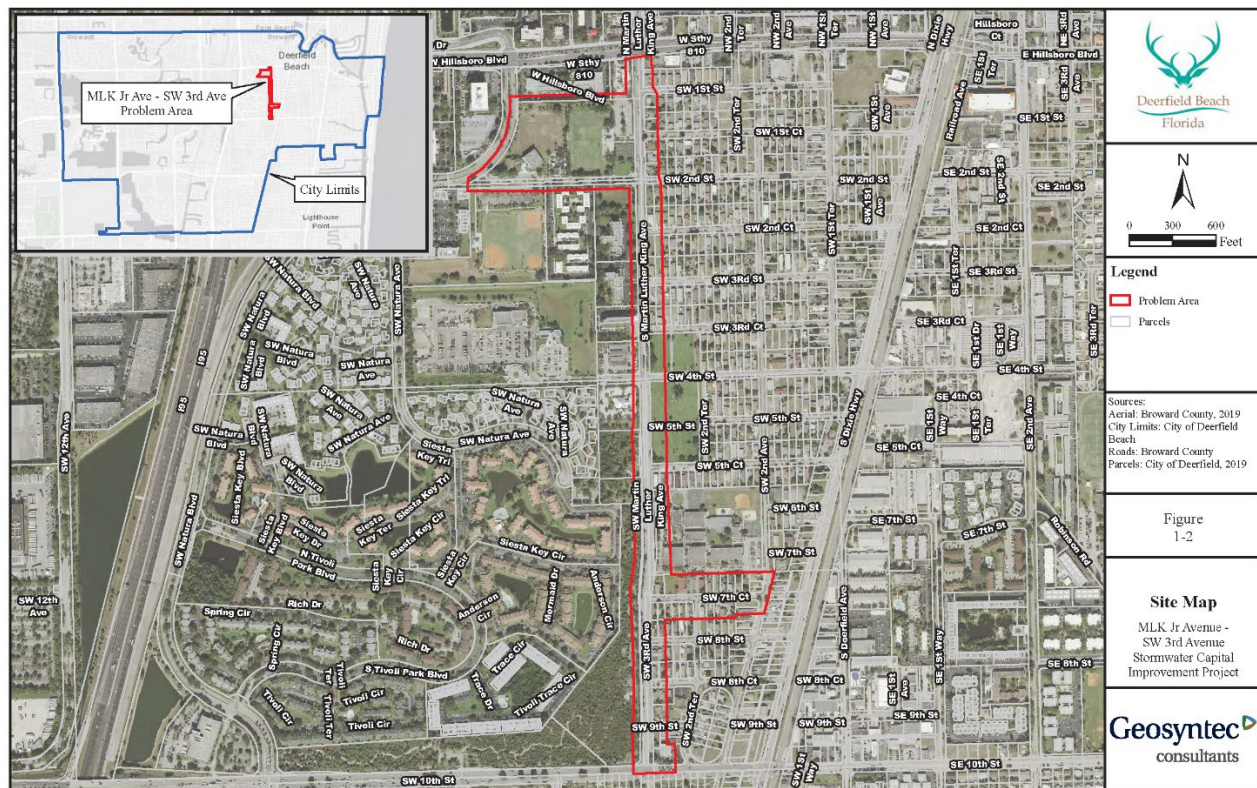
Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

PROJECT TIMELINE & BUDGET DETAIL:

The tasks must be completed by, and all documentation received by, the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Design and Permitting	Contractual Services	\$435,000	07/01/2023	09/30/2025
Total:			\$435,000		

Figure 1. Location Map



**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements**

Attachment 4

1. Public Records.

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:

Telephone: (850) 245-2118
Email: public.services@floridadep.gov
Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)**

Attachment 5

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/content/assistance-listings>.

Attachment 5

1 of 6

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Attachment 5

3 of 6

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

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

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Florida Department of Environmental Protections	2023-2024	37.039	Statewide Water Quality Restoration Projects	\$435,000.00	140047
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

				Total Award	\$435,000.00	
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Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<https://sam.gov/content/assistance-listings>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]). The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

¹ Subject to change by Change Order.

² Subject to change by Change Order.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit A
Progress Report Form**

DEP Agreement No.:	LPA0508
Project Title:	Deerfield Beach - Martin Luther King Jr. (MLK) Avenue Stormwater Project
Grantee Name:	City of Deerfield Beach
Grantee's Grant Manager:	
Reporting Period:	Select Quarter - Select Year

Provide the following information for all tasks identified in the Grant Work Plan:

Summarize the eligible grant [and required match, if applicable] work completed within each task for the reporting period, provide an update on the estimated completion date for each task, and identify any anticipated delays or problems encountered. Use the format provided below and use as many pages as necessary to cover all tasks. Each quarterly progress report is due no later than twenty (20) days following the completion of the quarterly reporting period.

Task 1: Design and Permitting

- **Progress for this reporting period:**
- **Identify delays or problems encountered:**

Completion Status for Tasks:

Indicate the completion status for the following tasks, if included in the Grant Work Plan. For construction, the estimated completion percentage should represent the work being funded under this Agreement.

Design (Plans/Submittal): 30% ☐, 60% ☐, 90% ☐, 100% ☐

Permitting (Completed): Yes ☐, No ☐

This report is submitted in accordance with the reporting requirements of the above DEP Agreement number and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager
(Original Ink or Digital Timestamp)

Date

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit C
Payment Request Summary Form**

The **Payment Request Summary Form** for this grant can be found on our website at this link:

<https://floridadep.gov/wra/wra/documents/payment-request-summary-form>

Please use the most current form found on the website, linked above, for each payment request.



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2023-2251

Agenda Date: 12/12/2023

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 updated Security Program Plan for the Community Shuttle Program with Broward County; 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

Broward County (County) and the City of Deerfield Beach (City) entered into an Interlocal Agreement (ILA) for the Community Shuttle Program (CSP), effective September 30, 2019, to provide transit service for the local community. The ILA has several standard conditions by which the City must comply to provide transportation services. One of those conditions is to develop and adopt a Security Program Plan ("SPP") that complies with the requirements set forth in Chapter 14-90.

Current Activity

On September 27, 2023, Broward County Transit conducted the annual onsite Community Shuttle Program review for the City of Deerfield Beach. Upon review, it was recommended that the existing safety plans be updated to ensure they comply with the requirements set forth in Chapter 14-90.

The 2024 City of Deerfield Beach Security Program Plan ("SPP") complies with established security standards and is intended to document all policies, functions and responsibilities of the department in case of an emergency. It also contains information about mitigation, preparedness, response, recovery and organizational structure. It applies to all areas of the Transit System, including maintenance, operations, administration, and procurement.

The SPP and subsequent updates must be approved by the City of Deerfield Beach and executed by the authorized executives.

Note: The SPP is designated as a Confidential record pursuant to Section 119.071(3), Fla. Stat. Accordingly, the SPP will not be published to the public, but a copy of the SPP will be separately shared with each Commissioner.

Recommendation

It is recommended that the City Commission approve and adopt the 2024 City of Deerfield Beach Security Program Plan ("SPP"), authorizing execution of the plan and providing for an effective date.

RESOLUTION NO. 2023/

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
DEERFIELD BEACH, FLORIDA, APPROVING AN UPDATED
SECURITY PROGRAM PLAN FOR THE COMMUNITY SHUTTLE
PROGRAM WITH BROWARD COUNTY; PROVIDING FOR
IMPLEMENTATION AND AN EFFECTIVE DATE**

WHEREAS, Broward County (“County”) provides public transportation services within the City of Deerfield Beach (“City”); and

WHEREAS, the City and County entered into an Interlocal Agreement for the Community Shuttle Program (“CSP”), effective September 30, 2019, (the “Interlocal Agreement”) that provides for community shuttle services to City residents on specific community shuttle routes; and

WHEREAS, pursuant to the Interlocal Agreement, the City must comply with certain conditions, including developing and adopting a Security Program Plan that complies with the requirements set forth in Chapter 14-90, Florida Administrative Code; and

WHEREAS, in September, Broward County Transit conducted an annual review of the City’s Community Shuttle Program and recommended the City update its Security Program Plan (“SPP”); and

WHEREAS, City staff has updated the SPP, effective January 2024, and recommends the City Commission approve the SPP; and

WHEREAS, the City Commission finds and declares that the approval of the SPP is necessary, appropriate and in the public interest of the residents of the City.

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

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

Section 2. The City Commission hereby approves the SPP.

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

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

PASSED AND ADOPTED THIS 12TH DAY OF DECEMBER, 2023.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2023-2252

Agenda Date: 12/12/2023

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 updated System Safety Program Plan for the Community Shuttle Program with Broward County; 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

Broward County (County) and the City of Deerfield Beach (City) entered into an Interlocal Agreement (ILA) for the Community Shuttle Program (CSP), effective September 30, 2019, to provide transit service for the local community. The ILA has several standard conditions by which the City, as a subrecipient of state funding through the CSP, must comply to provide transportation services.

Current Activity

On September 27, 2023, Broward County Transit conducted the annual onsite Community Shuttle Program review for the City of Deerfield Beach. Upon review, it was recommended that the existing safety plans be updated.

The 2024 City of Deerfield Beach System Safety Program Plan's overall goal is to identify, eliminate, minimize and control safety hazards and their risks by:

- Demonstrating the agency's safety culture and established policies, procedures, and programs that ensure compliance with Chapter 14-90, Florida Administrative Code;
- Specifying lines of authority;
- Defining levels of responsibility and accountability within the agency and;
- Establishing methods of documentation for the agency.

The SSPP and subsequent updates must be approved by the City of Deerfield Beach and executed by the authorized executive.

Recommendation

It is recommended that the City Commission approve and adopt the 2023 City of Deerfield Beach System Safety Program Plan (SSPP), authorizing execution of the plan providing for an effective date.

RESOLUTION NO. 2023/

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
DEERFIELD BEACH, FLORIDA, APPROVING AN UPDATED SYSTEM
SAFETY PROGRAM PLAN FOR THE COMMUNITY SHUTTLE
PROGRAM WITH BROWARD COUNTY; PROVIDING FOR
IMPLEMENTATION AND AN EFFECTIVE DATE**

WHEREAS, Broward County (“County”) provides public transportation services within the City of Deerfield Beach (“City”); and

WHEREAS, the City and County entered into an Interlocal Agreement for the Community Shuttle Program (“CSP”), effective September 30, 2019, (the “Interlocal Agreement”) that provides for community shuttle services to City residents on specific community shuttle routes; and

WHEREAS, pursuant to the Interlocal Agreement, the City must comply with certain conditions, including developing and adopting a System Safety Program Plan that complies with the requirements set forth in Chapter 14-90, Florida Administrative Code; and

WHEREAS, in September, Broward County Transit conducted an annual review of the City’s Community Shuttle Program and recommended the City update its System Safety Program Plan (“SSPP”); and

WHEREAS, City staff has updated the SSPP, effective January 2024, and recommends the City Commission approve the SSPP; and

WHEREAS, the City Commission finds and declares that the approval of the SSPP is necessary, appropriate and in the public interest of the residents of the City.

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

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

Section 2. The City Commission hereby approves the SSPP.

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

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

PASSED AND ADOPTED THIS 12TH DAY OF DECEMBER, 2023.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2023-2158

Agenda Date: 12/12/2023

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 amendment and restatement of the 2019 Edward Byrne Justice Local Assistance Solicitation Grant Memorandum of Understanding between the participating agencies and the City of Pompano Beach for the administration of the 2019 Edward Byrne Memorial Justice Assistance Grant funds; authorizing execution of the amended and restated Memorandum of Understanding; 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

The U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance (BJA) Edward Byrne Memorial Justice Assistance Grant (JAG) Program provides funding to assist eligible states, local units of government, and tribes in preventing and reducing crime and violence. In FY 2019, BJA identified Broward County, along with 17 jurisdictions within the County's border, as disparate and eligible for JAG funding totaling \$501,886. The City of Deerfield Beach, identified as one of the 17 jurisdictions, was allotted \$22,503 of the aforementioned total. The City of Pompano Beach is the FY 2019 JAG lead fiscal agent, receiving 10% of the JAG allotment to administer the grant.

The City of Deerfield Beach, through the Broward Sheriff's Office (BSO), applied for and was awarded \$20,252.70 for the Railroad Crossing Education-Enforcement program. Pursuant to Resolution 2020-082, the City entered into a subrecipient agreement with the City of Pompano Beach to accept the grant award.

Current Activity

On September 8, 2023, the City received a funding agreement from BSO to implement the JAG funded Railroad Crossing Education-Enforcement program which aims to reduce the number of fatalities along railways within Deerfield Beach City limits. The grant will fund overtime staffing for law enforcement officers to increase patrol along the railways, allowing for preventive education and enforcement of violations. Overtime staffing costs shall not exceed 97% of the grant award (\$19,645.12). The remaining 3% (\$607.58) will fund costs related to the National Incident Based Reporting System (NIBRS).

BJA requires execution of a Memorandum of Understanding between the City of Pompano Beach and the City to prevent and reduce crime and violence. The City's 2019 JAG award must be expended by September 30, 2024.

Recommendation

It is recommended that the City Commission authorize execution of the amended and restated memorandum of understanding between the City of Deerfield Beach and the City of Pompano Beach to prevent and reduce crime, with funding provided through the 2019 Edward Byrne Memorial Justice Assistance Grant (JAG).

RESOLUTION NO. 2023/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING AN AMENDMENT AND RESTATEMENT OF THE 2019 EDWARD BYRNE JUSTICE LOCAL ASSISTANCE SOLICITATION GRANT MEMORANDUM OF UNDERSTANDING BETWEEN THE PARTICIPATING AGENCIES AND THE CITY OF POMPANO BEACH FOR THE ADMINISTRATION OF THE 2019 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT FUNDS; AUTHORIZING EXECUTION OF THE AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the U.S. Department of Justice (“DOJ”), Office of Justice Programs, Bureau of Justice Assistance, Edward Byrne Memorial Justice Assistance Grant ("JAG") Program provides funding to assist eligible states, local units of government, and tribes in preventing and reducing crime and violence; and

WHEREAS, the 2019 JAG local government solicitation was released on July 25, 2019; and

WHEREAS, Broward County, along with 17 municipalities within the County, (collectively, the “Participating Agencies”) were identified as disparate and eligible for JAG funding totaling \$501,886; and

WHEREAS, the City was allotted \$20,252.70 of the grant funds (the “Grant”), which the City wishes to use for the Railroad Crossing Education Enforcement Program Project (the “Project”); and

WHEREAS, the Participating Agencies were required to enter into a Memorandum of Understanding (“MOU”) providing for the City of Pompano Beach to serve as the lead agency and grant administrator of the funds received under the JAG Program; and

WHEREAS, on July 7, 2020, the City Commission passed and adopted Resolution No. 2020/082 approving and authorizing the execution of both a Subrecipient Agreement and MOU related to the Grant and the Project; and

WHEREAS, the Subrecipient Agreement and MOU terms expired on September 30, 2022, however, the City of Pompano Beach requested an extension from DOJ from September 30, 2022 to September 30, 2023, to provide Broward County and the Participating Agencies with additional time to complete the JAG Projects; and

WHEREAS, the City of Pompano Beach requested another extension of the grant award from September 30, 2023 to September 30, 2024, however, the existing MOU was not amended to reflect such extension; and

WHEREAS, the Participating Agencies continue to comply the terms and conditions of the MOU, and the DOJ, because of its extensions to the grand award expiration date, continues to review, instruct and direct the Participating Agencies in accordance with the terms and conditions of the 2019 JAG Program; and

WHEREAS, due to the expiration of the previous MOU, the parties must execute an amended and restated MOU, attached as Exhibit “1”, (the “Restated MOU”) which continues to allocate the funds to each of the respective participating agencies and extends the term to September 30, 2024; and

WHEREAS, the City Commission deems it to be in the best interest of the City to approve and authorize the execution of the Restated MOU, attached 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 hereof.

Section 2. The City Commission hereby approves the Restated MOU between the Participating Agencies and the City of Pompano Beach, attached as Exhibit “1.”

Section 3. The City Commission hereby authorizes the City Manager to execute the Restated MOU, attached as Exhibit “1,” together with such non-substantial changes as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

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

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2023.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

EXHIBIT 1

**AMENDMENT AND RESTATEMENT OF THE 2019 EDWARD BYRNE
JUSTICE ASSISTANCE LOCAL SOLICITATION GRANT
MEMORANDUM OF UNDERSTANDING**

**THIS AMENDMENT AND RESTATEMENT OF THE 2019 EDWARD BYRNE
JUSTICE ASSISTANCE LOCAL SOLICITATION GRANT MEMORANDUM OF
UNDERSTANDING (MOU)** is made this ____ day of _____, 2023, by
and between the CITY OF POMPANO BEACH and the Participating Agencies listed below:

City of Coral Springs	City of Hollywood	City of Pembroke Pines
City of Dania Beach	City of Lauderdale Lakes	City of Plantation
Town of Davie	City of Lauderhill	City of Pompano Beach
City of Deerfield Beach	City of Miramar	City of Sunrise
City of Fort Lauderdale	City of North Lauderdale	City of Tamarac
City of Hallandale Beach	City of Oakland Park	Broward County

WHEREAS, the Participating Agencies entered into the MOU in response to receiving grant funding from the U.S. Department of Justice (“DOJ”), Office of Justice Programs, Bureau of Justice Assistance, Edward Byrne Memorial Justice Assistance Grant (“JAG”) Program to prevent and reduce crime and violence; and

WHEREAS, the Department of Justice (DOJ), following the Parties request, has again extended the grant award expiration date, now to September 30, 2024; however, the MOU was not amended to reflect this extension and has since expired; and

WHEREAS, the Participating Agencies continue to comply with the terms and conditions of this MOU even though expired, and the DOJ, because of its extensions to the grant award expiration date, continues to review, instruct and direct the Participating Agencies in accordance with the terms and conditions of the 2019 JAG Program.

WITNESSETH:

IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments set forth the participating agencies agree as follows:

1. Each “WHEREAS” clause set forth above is true and correct and incorporated by this reference.

2. Paragraph 1 of the Section entitled, “Term and Termination,” is deleted in its entirety and replaced with the following:

1. This MOU shall remain in effect from October 1, 2018 through September 30, 2024, and its continuation shall be subject to the availability of necessary funding from the JAG Program.

3. Except as expressly modified by this Amendment and Restatement, all terms of the MOU shall remain in full force and effect.

4. This Amendment and Restatement shall bind the parties and their respective successors and assign and shall be fully effective as though the Amendment and Restatement had been originally included in the MOU.

IN WITNESS WHEREOF, the parties have caused this Amendment and Restatement to be executed the day and year first written above.

CITY OF POMPANO BEACH

By: _____
REX HARDIN, MAYOR

By: _____
GREGORY P. HARRISON, CITY MANAGER

Attest:

ALFRED KERVIN, CITY CLERK

(SEAL)

Dated: _____

APPROVED AS TO FORM:

MARK E. BERMAN, CITY ATTORNEY

JES:jrm
11/20/23
L:agr/finance/2023-402c

**AMENDMENT AND RESTATEMENT TO THE 2019 EDWARD BYRNE JUSTICE
ASSISTANCE LOCAL SOLICITATION GRANT MEMORANDUM OF UNDERSTANDING**

SIGNATURE PAGE FOR PARTICIPATING AGENCY

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

ATTEST:

Heather Montemayor, CMC
City Clerk

Approved As To Form & Legal
Sufficiency for the use and reliance
of the City of Deerfield Beach, Florida,
only.

Anthony C. Soroka, City Attorney

By: _____
Bill Ganz, Mayor

Date: _____



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2023-2284

Agenda Date: 12/12/2023

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 funding agreement with the Broward County Sheriff in the amount of \$20,252.70 in 2019 Edward Byrne Memorial Justice Assistance Grant funds to implement the Railroad Crossing Education and Enforcement Program; authorizing execution of the Funding 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

The U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance (BJA) Edward Byrne Memorial Justice Assistance Grant (JAG) Program provides funding to assist eligible states, local units of government, and tribes in preventing and reducing crime and violence. In FY 2019, BJA identified Broward County, along with 17 jurisdictions within the County's border, as disparate and eligible for JAG funding totaling \$501,886. The City of Deerfield Beach, identified as one of the 17 jurisdictions, was allotted \$22,503 of the aforementioned total. The City of Pompano Beach is the FY 2019 JAG lead fiscal agent, receiving 10% of the JAG allotment to administer the grant.

The City of Deerfield Beach, through the Broward Sheriff's Office (BSO), applied for and was awarded \$20,252.70 for the Railroad Crossing Education-Enforcement program. Pursuant to Resolution 2020-082, the City entered into a subrecipient agreement with the City of Pompano Beach to accept the grant award.

Current Activity

On September 8, 2023, the City received a funding agreement from BSO to implement the JAG funded Railroad Crossing Education-Enforcement program which aims to reduce the number of fatalities along railways within Deerfield Beach City limits. The grant will fund overtime staffing for law enforcement officers to increase patrol along the railways, allowing for preventive education and enforcement of violations. Overtime staffing costs shall not exceed 97% of the grant award (\$19,645.12). The remaining 3% (\$607.58) will fund costs related to the National Incident Based Reporting System (NIBRS).

BJA requires execution of funding agreement between BSO and the City to receive the funds to be used to prevent and reduce crime and violence. The City's 2019 JAG award must be expended by September 30, 2024.

Recommendation

It is recommended that the City Commission authorize execution of funding agreement between the City of Deerfield Beach and BSO to prevent and reduce crime, with funding from the 2019 Edward Byrne Memorial Justice Assistance Grant (JAG).

RESOLUTION NO. 2023/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING A FUNDING AGREEMENT WITH THE BROWARD COUNTY SHERIFF IN THE AMOUNT OF \$20,252.70 IN 2019 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT FUNDS TO IMPLEMENT THE RAILROAD CROSSING EDUCATION AND ENFORCEMENT PROGRAM; AUTHORIZING EXECUTION OF THE FUNDING AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the U.S. Department of Justice (“DOJ”), Office of Justice Programs, Bureau of Justice Assistance, Edward Byrne Memorial Justice Assistance Grant (“JAG”) Program provides funding to assist eligible states, local units of government, and tribes in preventing and reducing crime and violence; and

WHEREAS, in 2019, the DOJ awarded the City of Pompano Beach, as lead agency in the disparate county, JAG funding in the amount of \$501,886.00, and Broward County, along with 17 municipalities within the County, were identified as disparate and eligible for distribution of said JAG funding; and

WHEREAS, the City was allocated \$20,252.70 in JAG grant funds (the “Grant”) for the Railroad Crossing Education and Enforcement Program (the “Program”); and

WHEREAS, the City will serve as a non-federal pass-through entity to provide a sub-award of the Grant to the Broward County Sheriff’s Office (“BSO”) for the implementation of the Program; and

WHEREAS, the Program aims to reduce the number of fatalities along railways within the city limits of Deerfield Beach; and

WHEREAS, the Program’s scope of work involves providing overtime funding to BSO personnel to increase patrols along the railways, and allow for preventive education and enforcement of violations; and

WHEREAS, a funding agreement, attached as Exhibit “1,” is required between the City and BSO to provide for the disbursement of the Grant funds to BSO (the “Funding Agreement”); and

WHEREAS, City staff recommends approving and authorizing execution of the Funding Agreement with BSO, attached as Exhibit “1,” for the disbursement of the Grant funds to BSO for implementation of the 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 of this Resolution.

Section 2. The Funding Agreement with BSO, attached as Exhibit “1,” for the disbursement of the Grant funds to BSO for implementation of the Program is hereby approved.

Section 3. The Mayor and City Manager are hereby authorized to execute the Funding Agreement, attached as Exhibit “1,” 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 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.

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

**FUNDING AGREEMENT BETWEEN CITY OF DEERFIELD BEACH AND THE
BROWARD COUNTY SHERIFF FOR 2019 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE
GRANT PROGRAM**

This Funding Agreement ("Agreement") is made and entered into by and between City of Deerfield Beach, a local unit of government in the County of Broward and political subdivision of the State of Florida ("City"), and Gregory Tony, as Sheriff of Broward County, on behalf of the Broward County Sheriff's Office, a Florida constitutional officer for Broward County ("BSO") (collectively referred to as the "Parties").

RECITALS

A. The U.S. Department of Justice ("DOJ") has identified Broward County as a "disparate" County.

B. The DOJ awarded the City of Pompano, as lead agency in the disparate county, a grant in the amount of \$501,886.00 under the FY19 Bureau of Justice Edward Byrne Memorial Justice Assistance Grant (JAG) Program Award Number 2019-DJ-BX-0432, a copy of which is attached to this Agreement as Exhibit A ("Grant").

C. The City of Pompano then entered into various agreements with Broward County and municipalities in Broward County to subaward portions of the Grant. The City of Pompano sub-awarded \$ 20,252.70 of the Grant to City (the "Sub-Award") for City to fund a proportionate share of a crime analyst position (the "Grant Funded Position") and/or for the City to undertake a certain public safety program (the "Project") as more fully explained and detailed in the BSO Scope of Sub-Award Use attached as Exhibit B.

D. City and BSO desire to memorialize the terms under which City will serve as a non-federal pass-through entity to provide the Sub-Award to BSO and BSO's obligations in connection with the Grant.

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

ARTICLE 1. DEFINITIONS

1.1. **Board** means the Board of City Commissioners of City of Deerfield Beach.

1.2. **Contract Administrator** means the City's Grants Administration Division Administrator or such other person designated by the City Administrator.

1.3. **City Administrator** means the administrative head of City appointed by the Board.

1.4. **Services** means all services to be performed by BSO under this Agreement, including all obligations imposed by the DOJ upon the Grant Recipient and Sub-Recipients pursuant to the Grant Agreement (Exhibit A) as it pertains to the Grant-Funded Position and/or the Project as

well as all matters described in the BSO Scope of Sub-Award Use (Exhibit B) as it pertains to the Grant Funded Position and/or the Project.

ARTICLE 2. EXHIBITS

Exhibit A	Grant Agreement
Exhibit B	BSO Scope of Sub-Award Use
Exhibit C	Grant Program Budget for City Sub-Award

ARTICLE 3. SCOPE OF SERVICES

BSO shall perform all Services consistent with the terms of this Agreement and the Exhibits incorporated herein as it relates to the Grant-Funded Position. BSO's obligations include, the requirements outlined in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 200 (together, the "Part 200 Uniform Guidance"). This Agreement is intended to be, and should be construed as, consistent with Part 200 Uniform Guidance.

ARTICLE 4. TERM

The term of this Agreement shall be contemporaneous with the Grant's remaining term which shall be from March 27, 2023 through September 30, 2024 ("Term"), and if the Grant's terms allow, shall continue thereafter as a month-to-month agreement until the subject funds are expended. The continuation of this Agreement beyond the end of the City fiscal year is subject to the appropriation and availability of necessary funding from the Grant.

ARTICLE 5. FUNDING OF SUB-AWARD

5.1. City will provide funding to BSO from the Sub-Award actually received by City for BSO to utilize for the purposes stated in or incorporated into this Agreement. The maximum amount of reimbursement to BSO for which City may be responsible to BSO under this Agreement is Nineteen Thousand Six Hundred Forty-Five Dollars and Twelve Cents (\$ 19,645.12), as more specifically described in the Grant Program Budget for City Sub-Award attached as Exhibit C.

5.2. City will reimburse BSO only for authorized Services and activities under the Grant and this Agreement, and only to the extent of funding actually provided to City from the City of Pompano under the Grant and the Sub-Award. BSO shall only submit invoices for costs that are reimbursable under the Grant and for expenses that were incurred for purposes permitted under the Grant. City will not reimburse BSO for costs incurred for any purpose other than those specified in the exhibits to this Agreement and the Grant. Failure of BSO to comply with the provisions in this Agreement or the Grant will result in required corrective action up to and including financial consequences and termination. A financial consequence may be imposed by

City for BSO's noncompliance in accordance with 2 C.F.R. § 200.338 and this Agreement, including disallowance of project costs and withholding of federal funds.

5.3. BSO provides City with general law enforcement services under a separate written agreement ("General Law Enforcement Services Contract") and the BSO services contained herein are separate and apart and completely distinguishable from the BSO services being provided to the City under the General Law Enforcement Services Contract. The funds identified in section 5.1 herein are in addition to the funds paid by City to BSO under the parties' General Law Enforcement Services Contract.

ARTICLE 6. METHOD OF BILLING AND REIMBURSEMENT

6.1. BSO shall submit to City electronically to City one invoice for reimbursement for the proportionate share of a Grant Funded Position (if applicable) immediately after full execution of this Agreement as the services have been incurred and being provided to City.

6.2. BSO acknowledges that Grant funds may not under any circumstances be expended prior to October 1, 2018, or after September 30, 2024 ("Eligible Period") or if the Grant term is extended, through that extended time frame. BSO agrees it will not seek reimbursement of any costs or expenses other than those incurred during the Eligible Period. City shall have no obligation to reimburse BSO for any amounts for costs or expenses not incurred during the Eligible Period.

6.3. Invoices must be submitted to:

Email Address: _____

ARTICLE 7. SOVEREIGN IMMUNITY; INDEMNIFICATION

Nothing herein is intended to serve as a waiver of sovereign immunity by either Party nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. City and BSO are political subdivisions as defined in Section 768.28, Florida Statutes, and shall be responsible for the negligent or wrongful acts or omissions of its employees pursuant to Section 768.28, Florida Statutes

ARTICLE 8. FINANCIAL REQUIREMENTS AND RESPONSIBILITIES

BSO shall ensure that all expenditures and cost accounting of funds associated with the Grant and this Agreement shall conform to the Office of Justice Grants Financial Guide, and OMB Uniform Guidance (2 C.F.R. § 200.319), as applicable, in their entirety.

BSO must maintain written procedures for procurement transactions. Procedures must ensure that all solicitations follow 2 C.F.R. § 200.319, "Competition." BSO is required to establish and maintain adequate accounting systems and financial records and to accurately account for funds awarded to it. BSO shall have financial management systems in place that are able to record and report on the receipt, obligation, and expenditure of grant funds. An adequate accounting system for BSO must be able to accommodate a fund and account structure to separately track receipts, expenditures, assets, liabilities for awards, and programs.

All funds spent on this project must be disbursed according to provisions of the Project Budget as approved in the Grant and this Agreement. See Project Budget attached as Exhibit C.

ARTICLE 9. MANAGEMENT AND REPORTING REQUIREMENTS

9.1. Performance: In the event of default, noncompliance, or violation of any provision of this Agreement, and after City gives BSO thirty (30) days to cure said default, noncompliance or violation, City may impose sanctions that are fair and reasonable under the circumstances which may include withholding future payments, cancellation, or termination of this Agreement (collectively referred to herein as Sanctions) in whole or in part. If such cure by BSO does not occur within the thirty (30) day notice period then in such event, City will notify BSO of its decision of the Sanction that will be implemented by City against BSO. If this Agreement is cancelled or terminated pursuant to this section, BSO shall be reimbursed only for those activities satisfactorily completed in compliance with this Agreement prior to the effective date of such sanction.

9.2. Performance Reports: BSO shall provide any additional information reasonably requested by the Contract Administrator, including without limitation any information that may be required for City or BSO to comply with federal reporting requirements.

ARTICLE 10. MONITORING AND AUDITS

10.1. Access to Records: City, the City of Pompano Beach, DOJ, U.S. Comptroller General, or any of their duly authorized representatives, shall have access to books, documents, papers, and records of BSO and BSO's Contractors related to the Grant or this Agreement for the purpose of audit and examination according to the DOJ Grants Financial Guide.

10.2. Property Management: BSO must establish and administer a system to protect, preserve, use, maintain, and dispose of any property furnished to it by City or purchased pursuant to this Agreement consistent with federal property management standards set forth in the DOJ Grants Financial Guide, and Part 200 Uniform Guidance. This obligation continues as long as BSO retains the property, notwithstanding expiration or termination of this Agreement.

10.3. Retention of Records: BSO must maintain all records relating to the Grant for a minimum of five (5) years from the date of the financial statement and such records must be available for audit and public disclosure upon request. Both parties must comply with State of Florida General Records Schedule GS1-SL for State and Local Government Agencies:

<https://files.floridados.gov/media/706717/g1-sl-june-2023.pdf>

BSO must also comply with State of Florida General Records Schedule GS2 for Criminal Justice Agencies:

<https://files.floridados.gov/media/706718/g2-june-2023.pdf>

10.4. Single Annual Audit

10.4.1. BSO must have a single audit or program-specific audit conducted each year. The audit must be performed in accordance with 2 C.F.R. Part 200, Subpart F, "Audit Requirements," and other applicable federal law. This Agreement must be identified in BSO's Schedule of Federal Financial Assistance in the subject audit. BSO's audit report must identify this Agreement and include the contract number, award amount, contract period, funds received, and funds disbursed.

10.4.2. A complete audit report that covers any portion of the effective dates of this Agreement must be submitted to City within 30 days after completion and must be finalized no later than nine (9) months after the audit period. In order to be complete, the submitted audit report to City must include BSO management's written response to all findings. It must also include management letters, if any, and BSO management's response to the management letters.

10.4.3. Audits must be completed by an Independent Public Accountant ("IPA") and according to Generally Accepted Government Auditing Standards. The IPA must be either a Certified Public Accountant or a Licensed Public Accountant. BSO must procure audit activities according to the Part 200 Uniform Guidance and include clear objectives and scope of the audit in addition to peer review reports to strengthen audit quality and ensure effective use of audit resources.

10.4.4. BSO must promptly follow up and take appropriate corrective action for any findings in the audit report in instances of noncompliance with federal laws and regulations, including but not limited to preparation of a summary schedule of prior audit findings and a corrective action plan. BSO's follow-up audit findings must comply with the requirements in Part 200 Uniform Guidance.

10.4.5. BSO must make copies of the audit available for public inspection and ensure respective parts of the reporting package do not include protected personally identifiable information. The audit and its supporting records must be made available upon request for a period of three (3) years after the date the audit report is issued.

10.4.6. The Federal Audit Clearinghouse is the repository of record for 2 C.F.R. § 200(F). Audits performed as a result of this requirement must be completed and submitted to the Federal Audit Clearinghouse within the earlier of thirty (30) calendar days after receipt of the auditor's reports, or nine (9) months after the end of the audit period. Submission must include required elements described in Appendix X to Part 200 Uniform Guidance on the specified Data Collection Form (Form SF-SAC) and be signed by BSO's chief financial

officer or designee.

ARTICLE 11. TERMINATION

11.1. This Agreement may be terminated for cause by City if it identifies a breach by BSO that is not corrected within thirty (30) days after receipt of written notice of default from City. This Agreement may also be terminated for convenience by the Board or by BSO with a thirty (30) day advanced written notice to the other party. Termination for convenience shall be effective on the termination date stated in written notice provided by the terminating party. This Agreement will automatically terminate immediately after written notice of such termination if the Grant or Sub-Award is terminated.

11.2. Notice of termination shall be provided in accordance with the "Notices" section of this Agreement.

ARTICLE 12. MISCELLANEOUS

12.1. Contract Administrator Authority: The Contract Administrator is authorized to coordinate and communicate with BSO to manage and supervise the performance of this Agreement.

12.2. Public Records. To the extent BSO is acting on behalf of City as stated in Section 119.0701, Florida Statutes, BSO shall:

12.2.1. Keep and maintain public records required by County to perform the services under this Agreement;

12.2.2. Upon request from City, provide City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law. **IF BSO HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO BSO'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 480-4213, EMAIL ADDRESS: web.clerk@deerfield-beach.com or MAILING ADDRESS: 150 NE 2ND AVENUE, DEERFIELD BEACH, FL 33441.**

12.2.3. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion or termination of this Agreement if the records are not transferred to City; and

12.2.4. Upon completion or termination of this Agreement, transfer to City, at no cost, all public records in possession of BSO or keep and maintain public records required by City to perform the services. If BSO transfers the records to City, BSO shall destroy any duplicate public records that are exempt or confidential and exempt. If BSO keeps and

maintains the public records, BSO shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City upon request in a format that is compatible with the information technology systems of City.

A request for public records regarding this Agreement must be made directly to City, which will be responsible for responding to any such public records requests. BSO will provide any requested records to City to enable City to respond to the public records request.

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

FOR CITY:

David Santucci, City Manager
150 NE 2nd Avenue
Deerfield Beach, Florida 33441
Email address: dsantucci@deerfield-beach.com

FOR BSO:

Colonel Oscar Llerena
Executive Director of Administration
Broward Sheriff's Office
2601 West Broward Blvd.
Fort Lauderdale, Florida 33312
Email address: Oscar_Llerena@sheriff.org

and

Norma McGraw
Grants Manager
Broward Sheriff's Office
2601 West Broward Blvd.
Fort Lauderdale, Florida 33312
Email address: Norma_McGraw@sheriff.org

With copies to:

Terrence Lynch, General Counsel
Office of the General Counsel
Broward Sheriff's Office
2601 West Broward Blvd.
Fort Lauderdale, Florida 33312
Email address: Terrence_Lynch@sheriff.org

12.4. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term of this Agreement. Either party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party.

12.5. Compliance with Laws. Both parties must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, American with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations.

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

12.7. Joint Preparation. This Agreement has been jointly prepared by the Parties and shall not be construed more strictly against either Party.

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

12.9. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated

in this Agreement and any provision of Articles 1 through 12 of this Agreement, the provisions contained in Articles 1 through 12 shall prevail and be given effect.

12.10. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, BSO AND CITY HEREBY EACH EXPRESSLY WAIVE ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

12.11. Amendments. No modification, amendment, or alteration in the terms or conditions contained in this Agreement shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by duly authorized representatives of City and BSO.

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

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

12.14. Counterparts and Multiple Originals. The parties agree that this Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, and shall become effective when counterparts have been signed by each of the parties and delivered to the other parties; it being understood that all parties need not sign the same counterparts. Facsimile, scanned and electronic mail copies in "portable document format" (".pdf") form and e-signature/digital signatures are acceptable and shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile or e-signature/digital signatures shall be deemed to be their original signatures for all purposes.

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**AGREEMENT BETWEEN CITY OF DEERFIELD BEACH AND THE BROWARD
COUNTY SHERIFF FOR 2019 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT
PROGRAM**

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement:
City of Deerfield Beach, through its BOARD OF CITY COMMISSIONERS,
signing by and through its City Administrator or other authorized agent/representative,
authorized to execute same by Board action and the Sheriff, signing by and through his duly
authorized representative/agent to execute same.

ATTEST:

Heather Montemayor, CMC
City Clerk

City of Deerfield Beach, a municipal
corporation of the State of Florida

By: _____
Bill Ganz, Mayor
Date: _____

Approved As To Form & Legal Sufficiency
for the use and reliance of the City of
Deerfield Beach, Florida, only.

Anthony C. Soroka, City Attorney

BSO

Gregory Tony, Sheriff of Broward County

By: _____

Colonel Oscar Llerena

Executive Director-Department of
Administration

____ day of _____, 2023

Approved as to form & legal sufficiency
subject to the execution by the parties

By: _____
Terrence Lynch, General Counsel

Broward Sheriff's Office

EXHIBIT A



U.S. Department of Justice

Office of Justice Programs

Office of the Assistant Attorney General

Washington, D.C. 20531

September 18, 2019

Mr. Greg Harrison
City of Pompano Beach
100 W. Atlantic Blvd
Pompano Beach, FL 33060-6099

Dear Mr. Harrison:

On behalf of Attorney General William P. Barr, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY 19 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation in the amount of \$501,886 for City of Pompano Beach.

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, Tamaro T. White, Program Manager at (202) 353-3503; and
- Financial Questions, the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at ask.ocfo@usdoj.gov.

Congratulations, and we look forward to working with you.

Sincerely,

A handwritten signature in black ink, appearing to read "Katharine T. Sullivan", is written over a horizontal line.

Katharine T. Sullivan
Principal Deputy Assistant Attorney General

Enclosures



U.S. Department of Justice
Office of Justice Programs
Office of Civil Rights

Washington, DC 20531

September 18, 2019

Mr. Greg Harrison
City of Pompano Beach
100 W. Atlantic Blvd
Pompano Beach, FL 33060-6099

Dear Mr. Harrison:

Congratulations on your recent award! The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Title IX of the Education Amendments of 1972, require recipients of federal financial assistance to give assurances that they will comply with those laws. In addition to those civil rights laws, many grant program statutes contain nondiscrimination provisions that require compliance with them as a condition of receiving federal financial assistance. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with OJP and other DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a non-discriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEO requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5). Please submit information about any adverse finding to the OCR at the above address.

We at the OCR are available to help you and your organization meet the civil rights requirements that are associated with OJP and other DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to let us know.

Sincerely,

Michael L. Alston
Director

cc: Grant Manager
Financial Analyst

 U.S. Department of Justice Office of Justice Programs Bureau of Justice Assistance	Grant	PAGE 1 OF 30																
1. RECIPIENT NAME AND ADDRESS (Including Zip Code) City of Pompano Beach 100 W. Atlantic Blvd Pompano Beach, FL 33060-6099	4. AWARD NUMBER: 2019-DJ-BX-0432																	
	5. PROJECT PERIOD: FROM 10/01/2018 TO 09/30/2022 BUDGET PERIOD: FROM 10/01/2018 TO 09/30/2022																	
	6. AWARD DATE 09/18/2019	7. ACTION																
2a. GRANTEE IRS/VENDOR NO. 481194085	8. SUPPLEMENT NUMBER 00	Initial																
2b. GRANTEE DUNS NO. 080181167	9. PREVIOUS AWARD AMOUNT \$ 0																	
3. PROJECT TITLE FY 19 JAG	10. AMOUNT OF THIS AWARD \$ 501,886																	
	11. TOTAL AWARD \$ 501,886																	
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).																		
13. STATUTORY AUTHORITY FOR GRANT This project is supported under FY19(BJA - JAG State and JAG Local) Title I of Pub. L. No. 90-351 (generally codified at 34 U.S.C. 10151-10726), including subpart 1 of part E (codified at 34 U.S.C. 10151 - 10158); see also 28 U.S.C. 530C(a).																		
14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number) 16.738 - Edward Byrne Memorial Justice Assistance Grant Program																		
15. METHOD OF PAYMENT GPRS																		
AGENCY APPROVAL GRANTEE ACCEPTANCE																		
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Katharine T. Sullivan Principal Deputy Assistant Attorney General	18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Greg Harrison City Manager																	
17. SIGNATURE OF APPROVING OFFICIAL 	19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL 	19A. DATE 11-14-19																
AGENCY USE ONLY																		
20. ACCOUNTING CLASSIFICATION CODES <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>FISCAL YEAR</th> <th>FUND CODE</th> <th>BUD. ACT.</th> <th>DIV. OFC.</th> <th>REG.</th> <th>SUB.</th> <th>POMS</th> <th>AMOUNT</th> </tr> </thead> <tbody> <tr> <td>X</td> <td>B</td> <td>DJ</td> <td>80</td> <td>00</td> <td>00</td> <td></td> <td>501886</td> </tr> </tbody> </table>	FISCAL YEAR	FUND CODE	BUD. ACT.	DIV. OFC.	REG.	SUB.	POMS	AMOUNT	X	B	DJ	80	00	00		501886	21. UJUGT0493	
FISCAL YEAR	FUND CODE	BUD. ACT.	DIV. OFC.	REG.	SUB.	POMS	AMOUNT											
X	B	DJ	80	00	00		501886											

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV. 4-88)



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
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PROJECT NUMBER 2019-DJ-BX-0432

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SPECIAL CONDITIONS

1. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award. By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts all such assurances or certifications as if personally executed by the authorized recipient official.

Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in the Office of Justice Programs ("OJP") taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. The U.S. Department of Justice ("DOJ"), including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2019 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2019 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2019 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.



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SPECIAL CONDITIONS

3. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

4. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

5. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2017, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after -- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2017, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

6. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.



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SPECIAL CONDITIONS

7. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

8. Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).



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9. Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or



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SPECIAL CONDITIONS

any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

10. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

11. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

12. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

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U.S. Department of Justice
Office of Justice Programs
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SPECIAL CONDITIONS

13. Unreasonable restrictions on competition under the award; association with federal government

SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by the recipient or by any subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

1. No discrimination, in procurement transactions, against associates of the federal government

Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.



U.S. Department of Justice
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PROJECT NUMBER 2019-DJ-BX-0432

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SPECIAL CONDITIONS

14. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

15. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

16. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

17. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

18. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.



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19. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

20. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

21. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

22. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

23. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.



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24. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

25. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2019)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2019, are set out at <https://ojp.gov/funding/Explore/FY19AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

26. Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Fraud Detection Office (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.



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27. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.



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28. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

29. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

30. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

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31. Noninterference (within the funded "program or activity") with federal law enforcement: 8 U.S.C. 1373 and 1644; ongoing compliance

1. With respect to the "program or activity" funded in whole or part under this award (including any such program or activity of any subrecipient at any tier), throughout the period of performance, no State or local government entity, -agency, or -official may prohibit or in any way restrict-- (1) any government entity or -official from sending or receiving information regarding citizenship or immigration status as described in 8 U.S.C. 1373(a); or (2) a government entity or -agency from sending, requesting or receiving, maintaining, or exchanging information regarding immigration status as described in either 8 U.S.C. 1373(b) or 1644. Any prohibition (or restriction) that violates this condition is an "information-communication restriction" under this award.

2. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with the requirements of this condition.

3. Allowable costs. Compliance with these requirements is an authorized and priority purpose of this award. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) that the recipient, or any subrecipient at any tier that is a State, a local government, or a public institution of higher education, incurs to implement this condition.

4. Rules of Construction

A. For purposes of this condition:

(1) "State" and "local government" include any agency or other entity thereof, but not any institution of higher education or any Indian tribe.

(2) A "public" institution of higher education is defined as one that is owned, controlled, or directly funded (in whole or in substantial part) by a State or local government. (Such a public institution is considered to be a "government entity," and its officials to be "government officials.")

(3) "Program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. 2000d-4a).

(4) "Immigration status" means what it means under 8 U.S.C. 1373 and 8 U.S.C. 1644; and terms that are defined in 8 U.S.C. 1101 mean what they mean under that section 1101, except that "State" also includes American Samoa.

(5) Pursuant to the provisions set out at (or referenced in) 8 U.S.C. 1551 note ("Abolition ... and Transfer of Functions"), references to the "Immigration and Naturalization Service" in 8 U.S.C. 1373 and 1644 are to be read as references to particular components of the Department of Homeland Security (DHS).

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, any public institution of higher education, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.

IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.



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32. No use of funds to interfere with federal law enforcement: 8 U.S.C. 1373 and 1644; ongoing compliance

1. Throughout the period of performance, no State or local government entity, -agency, or -official may use funds under this award (including under any subaward, at any tier) to prohibit or in any way restrict-- (1) any government entity or -official from sending or receiving information regarding citizenship or immigration status as described in 8 U.S.C. 1373(a); or (2) a government entity or -agency from sending, requesting or receiving, maintaining, or exchanging information regarding immigration status as described in either 8 U.S.C. 1373(b) or 1644. Any prohibition (or restriction) that violates this condition is an "information-communication restriction" under this award.

2. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with the requirements of this condition.

3. Allowable costs. Compliance with these requirements is an authorized and priority purpose of this award. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) that the recipient, or any subrecipient at any tier that is a State, a local government, or a public institution of higher education, incurs to implement this condition.

4. Rules of Construction. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded "program or activity") with federal law enforcement: 8 U.S.C. 1373 and 1644; ongoing compliance" condition are incorporated by reference as though set forth here in full.

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33. Authority to obligate award funds contingent on noninterference (within the funded "program or activity") with federal law enforcement: 8 U.S.C. 1373 and 1644; unallowable costs; notification

1. If the recipient is a "State," a local government, or a "public" institution of higher education:

A. The recipient may not obligate award funds if, at the time of the obligation, the "program or activity" of the recipient (or of any subrecipient at any tier that is a State, a local government, or a public institution of higher education) that is funded in whole or in part with award funds is subject to any "information-communication restriction."

B. In addition, with respect to any project costs it incurs "at risk," the recipient may not obligate award funds to reimburse itself if -- at the time it incurs such costs -- the program or activity of the recipient (or of any subrecipient at any tier that is a State, a local government, or a public institution of higher education) that would be reimbursed in whole or in part with award funds was subject to any information-communication restriction.

C. Any drawdown of award funds by the recipient shall be considered, for all purposes, to be a material representation by the recipient to OJP that, as of the date the recipient requests the drawdown, the recipient and each subrecipient (regardless of tier) that is a State, local government, or public institution of higher education, is in compliance with the award condition entitled "Noninterference (within the funded 'program or activity') with federal law enforcement: 8 U.S.C. 1373 and 1644; ongoing compliance."

D. The recipient must promptly notify OJP (in writing) if the recipient, from its requisite monitoring of compliance with award conditions or otherwise, has credible evidence that indicates that the funded program or activity of the recipient, or of any subrecipient at any tier that is either a State or a local government or a public institution of higher education, may be subject to any information-communication restriction. In addition, any subaward (at any tier) to a subrecipient that is a State, a local government, or a public institution of higher education must require prompt notification to the entity that made the subaward, should the subrecipient have such credible evidence regarding an information-communication restriction.

2. Any subaward (at any tier) to a subrecipient that is a State, a local government, or a public institution of higher education must provide that the subrecipient may not obligate award funds if, at the time of the obligation, the program or activity of the subrecipient (or of any further such subrecipient at any tier) that is funded in whole or in part with award funds is subject to any information-communication restriction.

3. Absent an express written determination by DOJ to the contrary, based upon a finding by DOJ of compelling circumstances (e.g., a small amount of award funds obligated by the recipient at the time of a subrecipient's minor and transitory non-compliance, which was unknown to the recipient despite diligent monitoring), any obligations of award funds that, under this condition, may not be made shall be unallowable costs for purposes of this award. In making any such determination, DOJ will give great weight to evidence submitted by the recipient that demonstrates diligent monitoring of subrecipient compliance with the requirements set out in the "Noninterference ... 8 U.S.C. 1373 and 1644; ongoing compliance" award condition.

4. Rules of Construction

A. For purposes of this condition "information-communication restriction" has the meaning set out in the "Noninterference ... 8 U.S.C. 1373 and 1644; ongoing compliance" condition.

B. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference ... 8 U.S.C. 1373 and 1644; ongoing compliance" condition are incorporated by reference as though set forth here in full.

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34. Authority to obligate award funds contingent on no use of funds to interfere with federal law enforcement: 8 U.S.C. 1373 and 1644; unallowable costs; notification

1. If the recipient is a "State," a local government, or a "public" institution of higher education:

A. The recipient may not obligate award funds if, at the time of the obligation, the "program or activity" of the recipient (or of any subrecipient at any tier that is a State, a local government, or a public institution of higher education) that is funded in whole or in part with award funds is subject to any "information-communication restriction."

B. In addition, with respect to any project costs it incurs "at risk," the recipient may not obligate award funds to reimburse itself if -- at the time it incurs such costs -- the program or activity of the recipient (or of any subrecipient at any tier that is a State, a local government, or a public institution of higher education) that would be reimbursed in whole or in part with award funds was subject to any information-communication restriction.

C. Any drawdown of award funds by the recipient shall be considered, for all purposes, to be a material representation by the recipient to OJP that, as of the date the recipient requests the drawdown, the recipient and each subrecipient (regardless of tier) that is a State, local government, or public institution of higher education, is in compliance with the award condition entitled "No use of funds to interfere with federal law enforcement: 8 U.S.C. 1373 and 1644; ongoing compliance."

D. The recipient must promptly notify OJP (in writing) if the recipient, from its requisite monitoring of compliance with award conditions or otherwise, has credible evidence that indicates that the funded program or activity of the recipient, or of any subrecipient at any tier that is either a State or a local government or a public institution of higher education, may be subject to any information-communication restriction. In addition, any subaward (at any tier) to a subrecipient that is a State, a local government, or a public institution of higher education must require prompt notification to the entity that made the subaward, should the subrecipient have such credible evidence regarding an information-communication restriction.

2. Any subaward (at any tier) to a subrecipient that is a State, a local government, or a public institution of higher education must provide that the subrecipient may not obligate award funds if, at the time of the obligation, the program or activity of the subrecipient (or of any further such subrecipient at any tier) that is funded in whole or in part with award funds is subject to any information-communication restriction.

3. Absent an express written determination by DOJ to the contrary, based upon a finding by DOJ of compelling circumstances (e.g., a small amount of award funds obligated by the recipient at the time of a subrecipient's minor and transitory non-compliance, which was unknown to the recipient despite diligent monitoring), any obligations of award funds that, under this condition, may not be made shall be unallowable costs for purposes of this award. In making any such determination, DOJ will give great weight to evidence submitted by the recipient that demonstrates diligent monitoring of subrecipient compliance with the requirements set out in the "No use of funds to interfere ... 8 U.S.C. 1373 and 1644; ongoing compliance" award condition.

4. Rules of Construction. The "Rules of Construction" set out in the "Authority to obligate award funds contingent on noninterference (within the funded "program or activity") with federal law enforcement: 8 U.S.C. 1373 and 1644; unallowable costs; notification" condition are incorporated by reference as though set forth here in full.

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35. Noninterference (within the funded "program or activity") with federal law enforcement: No public disclosure of certain law enforcement sensitive information

SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by the award, as of the date the recipient accepts this award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward (at any tier).

1. Noninterference: No public disclosure of federal law enforcement information in order to conceal, harbor, or shield

Consistent with the purposes and objectives of federal law enforcement statutes and federal criminal law (including 8 U.S.C. 1324 and 18 U.S.C. chs. 1, 49, 227), no public disclosure may be made of any federal law enforcement information in a direct or indirect attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. ch. 49, or any alien who has come to, entered, or remains in the United States in violation of 8 U.S.C. ch. 12 -- without regard to whether such disclosure would constitute (or could form a predicate for) a violation of 18 U.S.C. 1071 or 1072 or of 8 U.S.C. 1324(a).

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. For purposes of this condition--

(1) the term "alien" means what it means under section 101 of the Immigration and Nationality Act (see 8 U.S.C. 1101(a)(3));

(2) the term "federal law enforcement information" means law enforcement sensitive information communicated or made available, by the federal government, to a State or local government entity, -agency, or -official, through any means, including, without limitation-- (1) through any database, (2) in connection with any law enforcement partnership or -task-force, (3) in connection with any request for law enforcement assistance or -cooperation, or (4) through any deconfliction (or courtesy) notice of planned, imminent, commencing, continuing, or impending federal law enforcement activity;

(3) the term "law enforcement sensitive information" means records or information compiled for any law enforcement purpose; and

(4) the term "public disclosure" means any communication or release other than one-- (a) within the recipient, or (b) to any subrecipient (at any tier) that is a government entity.

B. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded 'program or activity') with federal law enforcement: 8 U.S.C. 1373 and 1644 and ongoing compliance" award condition are incorporated by reference as though set forth here in full.



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36. No use of funds to interfere with federal law enforcement: No public disclosure of certain law enforcement sensitive information

SCOPE. This condition applies as of the date the recipient accepts this award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward (at any tier).

1. No use of funds to interfere: No public disclosure of federal law enforcement information in order to conceal, harbor, or shield

Consistent with the purposes and objectives of federal law enforcement statutes and federal criminal law (including 8 U.S.C. 1324 and 18 U.S.C. chs. 1, 49, 227), no funds under this award may be used to make any public disclosure of any federal law enforcement information in a direct or indirect attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. ch. 49, or any alien who has come to, entered, or remains in the United States in violation of 8 U.S.C. ch. 12 -- without regard to whether such disclosure would constitute (or could form a predicate for) a violation of 18 U.S.C. 1071 or 1072 or of 8 U.S.C. 1324(a).

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction.

The "Rules of Construction" set out in the "Noninterference (within the funded "program or activity") with federal law enforcement: No public disclosure of certain law enforcement sensitive information" award condition are incorporated by reference as though set forth here in full.

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37. Noninterference (within the funded "program or activity") with federal law enforcement: Interrogation of certain aliens

SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by this award, as of the date the recipient accepts this award, and throughout the remainder of the period of performance for the award. Its provisions must be among those included in any subaward (at any tier).

1. Noninterference with statutory law enforcement access to correctional facilities

Consonant with federal law enforcement statutes and regulations -- including 8 U.S.C. 1357(a), under which certain federal officers and employees "have power without warrant ... to interrogate any alien or person believed to be an alien as to his right to be or to remain in the United States," and 8 C.F.R. 287.5(a), under which that power may be exercised "anywhere in or outside the United States" -- within the funded program or activity, no State or local government entity, -agency, or -official may interfere with the exercise of that power to interrogate "without warrant" (by agents of the United States acting under color of federal law) by impeding access to any State or local government (or government-contracted) correctional facility by such agents for the purpose of "interrogat[ing] any alien or person believed to be an alien as to his [or her] right to be or to remain in the United States."

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. For purposes of this condition:

(1) The term "alien" means what it means under section 101 of the Immigration and Nationality Act (INA) (see 8 U.S.C. 1101(a)(3)).

(2) The term "correctional facility" means what it means under the title I of the Omnibus Crime Control and Safe Streets Act of 1968 (see 34 U.S.C. 10251(a)(7)).

(3) The term "impede" includes taking or continuing any action, or implementing or maintaining any law, policy, rule, or practice, that—

(a) is designed to prevent or to significantly delay or complicate, or

(b) has the effect of preventing or of significantly delaying or complicating.

B. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded 'program or activity') with federal law enforcement: 8 U.S.C. 1373 and 1644 and ongoing compliance" award condition are incorporated by reference as though set forth here in full.



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SPECIAL CONDITIONS

38. No use of funds to interfere with federal law enforcement: Interrogation of certain aliens

SCOPE. This condition applies as of the date the recipient accepts this award, and throughout the remainder of the period of performance for the award. Its provisions must be among those included in any subaward (at any tier).

1. No use of funds to interfere with statutory law enforcement access to correctional facilities

Consonant with federal law enforcement statutes and regulations -- including 8 U.S.C. 1357(a), under which certain federal officers and employees "have power without warrant ... to interrogate any alien or person believed to be an alien as to his right to be or to remain in the United States," and 8 C.F.R. 287.5(a), under which that power may be exercised "anywhere in or outside the United States" -- no State or local government entity, -agency, or -official may use funds under this award to interfere with the exercise of that power to interrogate "without warrant" (by agents of the United States acting under color of federal law) by impeding access to any State or local government (or government-contracted) correctional facility by such agents for the purpose of "interrogat[ing] any alien or person believed to be an alien as to his [or her] right to be or to remain in the United States."

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction.

The "Rules of Construction" set out in the "Noninterference (within the funded "program or activity") with federal law enforcement: Interrogation of certain aliens" award condition are incorporated by reference as though set forth here in full.



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SPECIAL CONDITIONS

39. Noninterference (within the funded "program or activity") with federal law enforcement: Notice of scheduled release

SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by the award, as of the date the recipient accepts the award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward at any tier.

1. Noninterference with "removal" process: Notice of scheduled release date and time

Consonant with federal law enforcement statutes -- including 8 U.S.C. 1231 (for an alien incarcerated by a State or local government, a 90-day "removal period" during which the federal government "shall" detain and then "shall" remove an alien from the U.S. "begins" no later than "the date the alien is released from ... confinement"; also, the federal government is expressly authorized to make payments to a "State or a political subdivision of the State ... with respect to the incarceration of [an] undocumented criminal alien"); 8 U.S.C. 1226 (the federal government "shall take into custody" certain criminal aliens "when the alien is released"); and 8 U.S.C. 1366 (requiring an annual DOJ report to Congress on "the number of illegal alien[felons] in Federal and State prisons" and programs underway "to ensure the prompt removal" from the U.S. of removable "criminal aliens") -- within the funded program or activity, no State or local government entity, -agency, or -official (including a government-contracted correctional facility) may interfere with the "removal" process by failing to provide -- as early as practicable (see para. 4.C. below) -- advance notice to DHS of the scheduled release date and time for a particular alien, if a State or local government (or government-contracted) correctional facility receives from DHS a formal written request pursuant to the INA that seeks such advance notice.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. The "Rules of Construction" set out in the "Noninterference (within the funded "program or activity") with federal law enforcement: Interrogation of certain aliens" award condition are incorporated by reference as though set forth here in full.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, or any other entity or individual to maintain (or detain) any individual in custody beyond the date and time the individual otherwise would have been released.

- C. Applicability

(1) Current DHS practice is ordinarily to request advance notice of scheduled release "as early as practicable (at least 48 hours, if possible)." (See DHS Form I-247A (3/17)). If (e.g., in light of the date DHS made such request) the scheduled release date and time for an alien are such as not to allow for the advance notice that DHS has requested, it shall NOT be a violation of this condition to provide only as much advance notice as practicable.

(2) Current DHS practice is to use the same form for a second, distinct purpose -- to request that an individual be detained for up to 48 hours AFTER the scheduled release. This condition does NOT encompass such DHS requests for detention.



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SPECIAL CONDITIONS

40. No use of funds to interfere with federal law enforcement: Notice of scheduled release

SCOPE. This condition applies as of the date the recipient accepts the award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward at any tier.

1. No use of funds to interfere with "removal" process: Notice of scheduled release date and time

Consonant with federal law enforcement statutes -- including 8 U.S.C. 1231 (for an alien incarcerated by a State or local government, a 90-day "removal period" during which the federal government "shall" detain and then "shall" remove an alien from the U.S. "begins" no later than "the date the alien is released from ... confinement"; also, the federal government is expressly authorized to make payments to a "State or a political subdivision of the State ... with respect to the incarceration of [an] undocumented criminal alien"); 8 U.S.C. 1226 (the federal government "shall take into custody" certain criminal aliens "when the alien is released"); and 8 U.S.C. 1366 (requiring an annual DOJ report to Congress on "the number of illegal alien[felons] in Federal and State prisons" and programs underway "to ensure the prompt removal" from the U.S. of removable "criminal aliens") -- no State or local government entity, -agency, or -official (including a government-contracted correctional facility) may use funds under this award to interfere with the "removal" process by failing to provide -- as early as practicable (see para. 4.C. below) -- advance notice to DHS of the scheduled release date and time for a particular alien, if a State or local government (or government-contracted) correctional facility receives from DHS a formal written request pursuant to the INA that seeks such advance notice.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction.

The "Rules of Construction" set out in the "Noninterference (within the funded "program or activity") with federal law enforcement: Notice of scheduled release" award condition are incorporated by reference as though set forth here in full.

41. Requirement to collect certain information from subrecipients

Except as provided in this condition, the recipient may not make a subaward to a State, a local government, or a "public" institution of higher education, unless it first obtains from the proposed subrecipient responses to the questions identified in the program solicitation as "Information regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and Customs Enforcement (ICE)." All subrecipient responses must be collected and maintained by the recipient, consistent with document retention requirements, and must be made available to DOJ upon request. Responses to these questions are not required from subrecipients that are either a tribal government/organization, a nonprofit organization, or a private institution of higher education.



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42. Cooperating with OJP Monitoring

The recipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

43. FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$25,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

44. Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

45. Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

46. Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.



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47. Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

48. Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.

49. Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

50. Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

51. Verification and updating of recipient contact information

The recipient must verify its Point of Contact(POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.



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52. Law enforcement task forces - required training

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

53. Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

54. Submission of eligible records relevant to the National Instant Background Check System

Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the recipient (or any subrecipient at any tier) uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant "eligible records".

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.



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55. Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA.

The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

a. New construction;

b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;

c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;

d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and

e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bja.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

56. Establishment of trust fund

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.



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57. Prohibition on use of award funds for match under BVP program

JAG funds may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.

58. Certification of body armor "mandatory wear" policies

If recipient uses funds under this award to purchase body armor, the recipient must submit a signed certification that law enforcement agencies receiving body armor purchased with funds from this award have a written "mandatory wear" policy in effect. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

59. Body armor - compliance with NIJ standards and other requirements

Ballistic-resistant and stab-resistant body armor purchased with JAG award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and is listed on the NIJ Compliant Body Armor Model List (<https://nij.gov/topics/technology/body-armor/Pages/compliant-ballistic-armor.aspx>). In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information can be found here: <https://nij.gov/topics/technology/body-armor/pages/safety-initiative.aspx>.

60. Body armor - impact on eligibility for other program funds

The recipient understands that the use of funds under this award for purchase of body armor may impact eligibility for funding under the Bulletproof Vest Partnership (BVP) program, a separate program operated by BJA, pursuant to the BVP statute at 34 USC 10531(c)(5).

61. Reporting requirements

The recipient must submit quarterly Federal Financial Reports (SF-425) and semi-annual performance reports through OJP's GMS (<https://grants.ojp.usdoj.gov>). Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, the recipient must provide data that measure the results of its work. The recipient must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website (www.bjaperformancetools.org). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

62. Required data on law enforcement agency training

Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.



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63. Expenditures prohibited without waiver

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.

64. Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2018

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (October 1, 2018), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum-- (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via a Grant Adjustment Notice). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through a Grant Adjustment Notice, the recipient is authorized to obligate (federal) award funds to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

Nothing in this condition shall be understood to authorize the recipient (or any subrecipient at any tier) to use award funds to "supplant" State or local funds in violation of the recipient's certification (executed by the chief executive of the State or local government) that federal funds will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.

65. Use of funds for DNA testing; upload of DNA profiles

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS.

No profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA.

Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS.

66. Encouragement of submission of "success stories"

BJA strongly encourages the recipient to submit annual (or more frequent) JAG success stories. To submit a success story, sign in to a My BJA account at <https://www.bja.gov/Login.aspx> to access the Success Story Submission form. If the recipient does not yet have a My BJA account, please register at <https://www.bja.gov/profile.aspx>. Once registered, one of the available areas on the My BJA page will be "My Success Stories." Within this box, there is an option to add a Success Story. Once reviewed and approved by BJA, all success stories will appear on the BJA Success Story web page at <https://www.bja.gov/SuccessStoryList.aspx>.



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67. Withholding of funds: Required certification from the chief executive of the applicant government

The recipient may not obligate, expend, or draw down any award funds until the recipient submits the required "Certifications and Assurances by the Chief Executive of the Applicant Government," properly-executed (as determined by OJP), and a Grant Adjustment Notice (GAN) has been issued to remove this condition.

68. Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at <https://ojp.gov/funding/FAPIIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

69. Withholding - DHS question attachment

The recipient may not obligate, expend or draw down funds until the Office of Justice Programs has received and approved the required application attachment(s) described in the program solicitation as "Information regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and Customs Enforcement (ICE)," and has issued a Grant Adjustment Notice (GAN) releasing this special condition.

70. Withholding of funds: Budget narrative or information

The recipient may not obligate, expend, or draw down any award funds until the recipient submits, and OJP reviews and accepts, the required budget information or narrative for the award, and a Grant Adjustment Notice (GAN) has been issued to remove this condition.

71. Withholding of funds: Program narrative

The recipient may not obligate, expend, or draw down any award funds until the recipient submits, and OJP reviews and accepts, the program narrative for this award, and a Grant Adjustment Notice (GAN) has been issued to remove this condition.

72. Withholding of funds: NIBRS set-aside in Disparate jurisdictions

The recipient may not obligate, expend, or draw down any award funds until the recipient submits, and BJA reviews and accepts, documentation of compliance with the required NIBRS 3 percent set-aside by the recipient and each disparate subrecipient, and a Grant Adjustment Notice (GAN) has been issued to remove this condition. For each jurisdiction, including the recipient and disparate subrecipients, such documentation may be either (1) a budget that clearly documents that the jurisdiction has dedicated at least 3 percent of the total amount of their allocation to NIBRS compliance activities, or (2) documentation showing that the jurisdiction has been certified as NIBRS compliant.



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73. Withholding of funds: Memorandum of Understanding

The recipient may not obligate, expend, or draw down any award funds until OJP has reviewed and approved the Memorandum of Understanding (MOU), and a Grant Adjustment Notice (GAN) has been issued to remove this condition.



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Washington, D.C. 20531

Memorandum To: Official Grant File

From: Orbin Terry, NEPA Coordinator

Subject: Incorporates NEPA Compliance in Further Developmental Stages for City of Pompano Beach

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant.

The specified activities requiring environmental analysis are:

- a. New construction;
- b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see <https://www.bja.gov/Funding/nepa.html>.

Please be sure to carefully review the grant conditions on your award document, as it may contain more specific information about environmental compliance.



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**GRANT MANAGER'S MEMORANDUM, PT. I:
PROJECT SUMMARY**

Grant

PROJECT NUMBER

2019-DJ-BX-0432

PAGE 1 OF 1

This project is supported under FY19(BJA - JAG State and JAG Local) Title I of Pub. L. No. 90-351 (generally codified at 34 U.S.C. 10151-10726), including subpart I of part E (codified at 34 U.S.C. 10151 - 10158); see also 28 U.S.C. 530C(a).

1. STAFF CONTACT (Name & telephone number)

Tamaro T. White
(202) 353-3503

2. PROJECT DIRECTOR (Name, address & telephone number)

Karen Santen
Grant Coordinator
100 W. Atlantic Blvd
Pompano Beach, FL 33060-6099
(954) 786-4926

3a. TITLE OF THE PROGRAM

BJA FY 19 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation

3b. POMS CODE (SEE INSTRUCTIONS
ON REVERSE)

4. TITLE OF PROJECT

FY 19 JAG

5. NAME & ADDRESS OF GRANTEE

City of Pompano Beach
100 W. Atlantic Blvd
Pompano Beach, FL 33060-6099

6. NAME & ADDRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 10/01/2018 TO: 09/30/2022

8. BUDGET PERIOD

FROM: 10/01/2018 TO: 09/30/2022

9. AMOUNT OF AWARD

\$ 501,886

10. DATE OF AWARD

09/18/2019

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program allows states and units of local government, including tribes, to support a broad range of activities to prevent and control crime based on their own state and local needs and conditions. Grant funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice, including for any one or more of the following program areas: 1) law enforcement programs; 2) prosecution and court programs; 3) prevention and education programs; 4) corrections and community corrections programs; 5) drug treatment and enforcement programs; 6) planning, evaluation, and technology improvement programs; and 7) crime victim and witness programs (other than compensation) and 8) mental health programs and related law enforcement and corrections programs.

This JAG award will be used to support criminal justice initiatives that fall under one or more of the allowable program areas above. Funded programs or initiatives may include multijurisdictional drug and gang task forces, crime prevention and domestic violence programs, courts, corrections, treatment, justice information

sharing initiatives, or other programs aimed at reducing crime and/or enhancing public/officer safety.

NCA/NCF

EXHIBIT B

2019 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT

AGENCY: Broward Sheriff's Office Deerfield Beach

PROJECT NAME: Railroad Crossing Education-Enforcement

GOALS: To reduce the number of deaths on railroads in the City of Deerfield Beach

OBJECTIVES:

- Target pedestrians walking along or on railroad tracks.
- Target students from Deerfield Beach Middle School who cross the tracks after school often walking on the tracks.
- Target motorists who stop on the tracks due to traffic.
- Target pedestrians/motorists who drive around railroad crossing gates.

IDENTIFIERS:

- Incident Analysis (Deerfield Beach)

PROJECT ABSTRACT:

In 1990 the Broward Sheriff's Office entered into a contractual agreement with the City of Deerfield Beach to provide law enforcement services. In January 2018 Brightline started rail service from Miami to West Palm Beach. The attraction to this service was that the train had limited stops and traveled at 79 miles per hour. A trip from Miami to West Palm Beach is usually completed in under one hour.

Early on cities started to see a sharp increase in fatalities both pedestrian and motor vehicles involving Brightline trains. A variety of reasons played a part in the fatalities to include, driving around crossings, walking on the tracks, and suicide. The Deerfield Beach district will use JAG funds to conduct enforcement along the railroad tracks that transverse through the City of Deerfield Beach. Personnel will be used in an overtime status allowing them to concentrate on areas where these incidents are occurring.

PROJECT NARRATIVE:

City Background

The City of Deerfield Beach is located just south of Palm Beach County and consists of just over 16 square miles of land. The city borders to the east the Atlantic Ocean and west of the Florida Turnpike. The estimated population for 2018 is 79,764 and can exceed 100,000 during the winter months with the arrival of part-time residents. The city has easy access to I-95, Florida Turnpike corridors and the Florida East Coast and CSX railways. The City of Deerfield Beach contracted with the Broward Sheriff's Office in 1990 to provide law enforcement services for the entire city.

The City of Deerfield Beach

Description of Issue

The City of Deerfield Beach has experienced a significant increase in the number of traffic crashes, traffic fatalities, and pedestrians fatalities along the railroad tracks utilized by Brightline.

- In January 2018 the City of Deerfield Beach had two fatalities on the railroad tracks involving a Brightline Train.
- In February 2018 the Sun-Sentinel (Media) did a story and was able to video motorists driving around closed railroad crossing gates as Brightline was approaching.
- During an eight-day period (02.01.18-02.09.18) the Deerfield Beach District conducted an operational plan targeting railroad crossings. In the eight days, twenty-one (21) citations were written for vehicles driving around railroad crossing gates in the down position.
- In one incident captured on video, the vehicle went around the gates and 3 seconds later Brightline went through the intersection.
- The following is a breakdown of suicides/accidental deaths on the railroad within Broward Sheriff's Office jurisdiction:

Year	Total Deaths
2017	4
2018	4
2019 through July	5

- The Broward Sheriff's Office Deerfield Beach District contacted the Department of Transportation for motor vehicle counts (Daily vehicle traffic) Monday through Friday for the following roadways:

➤ Sample Road	57,300
➤ SW 10 Street	46,000
➤ Hillsboro Blvd	45,500

These three (3) roadways are major thoroughfares that intersect with the railroad tracks used by Brightline. Combined there is a potential of 149,000 vehicles to cross these railroad tracks increasing the likelihood of a fatality.

- On May 18th, 2019 South Florida implemented "Quiet Zone" that prohibits from trains using horns as warning devices. **In fact, the "Quiet Zone" in South Florida is the longest single quiet zone in the country.**

Capabilities and Competencies

JAG funds will allow personnel in an overtime status to be free from answering calls for service and concentrate on specific areas where the majority of the aforementioned incidents are occurring. These funds will allow personnel to educate pedestrians who are observed crossing the railroad tracks with an oncoming train. Personnel will also educate/enforce violations of Florida State Statute on motorists who drive around crossing gates and/or stop on the tracks.

Plan for Collecting the Data and Performance Measures:

Deerfield Beach is assigned a crime analyst who has access to real-time data including person to person contacts, enforcement (citations) arrests (trespassing) and mental health intervention (suicide prevention)

Our performance measures will include:

- Amount of enforcement actions taken to include traffic citations for rail violations.
- School resource deputies will be monitoring the rail crossings near the Deerfield Beach Middle School to ensure students are not crossing the tracks while the railroad crossing barricades are down.

- Homicide detectives will be working on this project to confront subjects who are walking on the tracks, seen standing near the tracks, or showing signs of waiting for an oncoming train.

DISCLOSURE OF HIGH-RISK STATUS: The city of Deerfield Beach is not identified as a “High Risk Status” in accordance with grant guidelines.

DISCLOSURE of LOBBYING: The city of Deerfield Beach is not or has not been involved in lobbying.

DISCLOSURE OF PENDING APPLICATIONS: The city of Deerfield Beach does not have pending applications submitted within the last 12 months for federally funded assistance that include requests for funding to support the same project being proposed under this solicitation and will cover the identical cost items outlined in the budget narrative and worksheet in the application under this solicitation.

LOCAL GOVERNING BODY REVIEW: The city of Deerfield Beach will forward proof that this application will be reviewed by its Commission.

FY 2019
Deerfield Beach City
Edward Byrne Justice Grant Program

Describe Purpose: City of Deerfield Beach will contract with Broward Sheriff's Office to implement the Railroad Crossing Education-Enforcement program with 2019 JAG funds.

A. PERSONNEL **\$ -**

Item	Computation	Cost
------	-------------	------

B. FRINGE BENEFITS **\$ -**

Item	Computation	Cost
------	-------------	------

C. TRAVEL **\$ -**

Item	Computation	Cost
------	-------------	------

D. EQUIPMENT **\$ -**

Item	Computation	Cost
------	-------------	------

E. SUPPLIES **\$ -**

Item	Computation	Cost
------	-------------	------

F. CONSTRUCTION **\$ -**

Item	Computation	Cost
------	-------------	------

G. CONSULTANTS/CONTRACTS **\$ 19,645.12**

Item	Computation	Cost
Contracted Overtime Services	\$68 per hour X 218.6971 hours	\$ 14,871.40
FICA	7.65% X 14,871.40	\$ 1,137.66
Special Retirement	24.45% X 14,871.39	\$ 3,636.06

H. OTHER	\$	-
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Item	Computation	Cost
------	-------------	------

I. INDIRECT COST	\$	-
------------------	----	---

Item	Computation	Cost
------	-------------	------

TOTAL PROJECT COST	\$	19,645.12
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BUDGET SUMMARY

A. PERSONNEL	\$	-
B. FRINGE BENEFITS	\$	-
C. TRAVEL	\$	-
D. EQUIPMENT	\$	-
E. SUPPLIES	\$	-
F. CONSTRUCTION	\$	-
G. CONSULTANTS/CONTRACTS	\$	19,645.12
H. OTHER	\$	-
I. INDIRECT COST	\$	-
TOTAL PROJECT COST	\$	19,645.12

FEDERAL REQUEST	\$	19,645.12
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BUDGET NARRATIVE

A. PERSONNEL

B. FRINGE BENEFITS

C. TRAVEL

D. EQUIPMENT

E. SUPPLIES

F. CONSTRUCTION

G. CONSULTANTS/CONTRACTS

City of Deerfield Beach will contract with Broward Sheriff's Office to have Deputies work Overtime on the Railroad Crossing Education Enforcement initiative. The goal of the initiative is to reduce the number of deaths on the railroad tracks by having deputies target pedestrians walking along or on railroad tracks, motorist who stop on tracks, pedestrians/motorists who drive around rail road crossing gates, and students from Deerfield Beach Middle School who cross tracks after school. It is customary to cover basic benefit plans for Deputies working on this project which includes FICA at 7.65% and Special Retirement at 24.45%.

H. OTHER

Note not reflected: Budget Other line item- NIBRS (3%) set aside for UCR Replacement - \$607.58

I. INDIRECT COSTS



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2023-2188

Agenda Date: 12/12/2023

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 Second Amendment and Restatement to the Subrecipient Agreement with the City of Pompano Beach for the 2019 Edward Byrne Justice Assistance Solicitation Grant Award to extend the Agreement term end date to September 30, 2024; authorizing execution of the Second Amendment and Restatement Agreement; 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

The US Department of Justice, Office of Justice Programs, Bureau of Justice Assistance (BJA) Edward Byrne Memorial Justice Assistance Grant (JAG) Program provides funding to assist eligible states, local units of government, and tribes in preventing and reducing crime and violence. In FY 2019, BJA identified Broward County, along with 17 jurisdictions within the County's border, as disparate and eligible for JAG funding totaling \$501,886. The City of Deerfield Beach, identified as one of the 17 jurisdictions, was allotted \$22,503 of the aforementioned total. The City of Pompano Beach is the FY 2019 JAG lead fiscal agent, receiving 10% of the JAG allotment to administer the grant.

The City of Deerfield Beach, through the Broward Sheriff's Office, applied for and was awarded \$20,252.70 for the Railroad Crossing Education-Enforcement program which aims to reduce the number of fatalities along railways within Deerfield Beach City limits. The grant will fund overtime staffing for law enforcement officers to increase patrol along the railways, allowing for preventive education and enforcement of violations.

Pursuant to Resolution 2020-082, the City entered into a subrecipient agreement with the City of Pompano Beach to accept the grant award. In 2023, BJA authorized a 12-month extension to the grant term, extending the expiration date from September 30, 2022 to September 30, 2023. Resolution 2023-064 authorized execution of the first amended agreement.

Current Activity

The City of Pompano Beach requested a second 12-month extension to the grant term to provide Broward County and its 17 jurisdictions, funded through the JAG 2019 grant, additional time to complete the JAG projects. BJA approved the extension request in July 2023 and the City recently received the attached amended subrecipient agreement for the Railroad Crossing Education-Enforcement program from the City of Pompano Beach.

The amendment reinstates the agreement and extends the agreement end date from September 30, 2023 to September 30, 2024.

Recommendation

It is recommended that the City Commission approve the second amendment to the subrecipient agreement between the City of Deerfield Beach and the City of Pompano Beach for the BJA 2019 Edward Byrne Memorial Justice Assistance Grant (JAG), extending the project end date to September 30, 2024.

RESOLUTION NO. 2023/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING A SECOND AMENDMENT AND RESTATEMENT TO THE SUBRECIPIENT AGREEMENT WITH THE CITY OF POMPANO BEACH FOR THE 2019 EDWARD BYRNE JUSTICE ASSISTANCE SOLICITATION GRANT AWARD TO EXTEND THE AGREEMENT TERM END DATE TO SEPTEMBER 30, 2024; AUTHORIZING EXECUTION OF THE SECOND AMENDMENT AND RESTATEMENT AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the U.S. Department of Justice (“DOJ”), Office of Justice Programs, Bureau of Justice Assistance, Edward Byrne Memorial Justice Assistance Grant ("JAG") Program provides funding to assist eligible states, local units of government, and tribes in preventing and reducing crime and violence; and

WHEREAS, the 2019 JAG local government solicitation was released on July 25, 2019; and

WHEREAS, Broward County, along with 17 municipalities within the County, (collectively, the “Participating Agencies”) were identified as disparate and eligible for JAG funding totaling \$501,886; and

WHEREAS, the City was allotted \$20,252.70 of the grant funds (the “Grant”), which the City wishes to use for the Railroad Crossing Education Enforcement Program Project (the “Project”); and

WHEREAS, the Participating Agencies were required to enter into a Memorandum of Understanding (“MOU”) providing for the City of Pompano Beach to serve as the lead agency and grant administrator of the funds received under the JAG Program; and

WHEREAS, on July 7, 2020, the City Commission passed and adopted Resolution No. 2020/082 approving and authorizing the execution of both a Subrecipient Agreement and MOU related to the Grant and the Project; and

WHEREAS, on April 25, 2023, the City Commission passed and adopted Resolution No. 2023/064 approving and authorizing the amended Subrecipient Agreement to extend the agreement term to September 30, 2023; and

WHEREAS, the City of Pompano Beach requested another extension of the grant award from September 30, 2023 to September 30, 2024, however, the amended Subrecipient Agreement was not amended to reflect to the new grant award extension date and has since expired; and

WHEREAS, the Parties have continued to comply the terms and conditions of the Amended Subrecipient Agreement, even though expired, and the DOJ, because of its extensions to the grand award expiration date, continues to review, instruct and direct the Participating Agencies in accordance with the terms and conditions of the 2019 JAG Program; and

WHEREAS, the parties must execute an amended and restated Subrecipient Agreement. attached as Exhibit “1”, which extends the term to September 30, 2024; and

WHEREAS, the City Commission deems it to be in the best interest of the City to approve and authorize the execution of the MOU attached 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 hereof.

Section 2. The City Commission hereby approves the Second Amendment and Restatement to the Subrecipient Agreement for the 2019 Edward Byrne Memorial Justice Assistance JAG Program. attached as Exhibit “1.”

Section 3. The City Commission hereby authorizes the City Manager to execute the Second Amendment and Restatement to the Subrecipient Agreement, attached as Exhibit “1,” together with such non-substantial changes as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

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

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2023.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

**SECOND AMENDMENT AND RESTATEMENT TO THE
SUBRECIPIENT AGREEMENT FOR 2019 EDWARD BYRNE
MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM**

This Second Amendment and Restatement to the Subrecipient Agreement (“Amendment”), is made and entered into by and between City of Pompano Beach, a Florida municipal corporation (“City”) and City of Deerfield Beach, a Florida municipal corporation (“Deerfield Beach”), (collectively referred to as the “Parties”).

RECITAL

A. The U.S. Department of Justice (“DOJ”), Office of Justice Programs, Bureau of Justice Assistance, Edward Byrne Memorial Justice Assistance Grant (“JAG”) Program provides funding to assist eligible states, local units of government, and tribes in preventing and reducing crime and violence;

B. The Parties were identified as eligible for JAG funding, and the City agreed to serve as lead agency and grant administrator of the funding received under the JAG Program, as outlined in a Memorandum of Understanding (MOU) executed by the Parties; and

C. In furtherance of the MOU, the Parties also entered into a Subrecipient Agreement to implement the objectives and goals of the JAG Program;

D. The DOJ, following the Parties request, extended the grant award expiration date to September 30, 2023. In response, the Parties executed an Amended Subrecipient Agreement. The DOJ has again, following the Parties request, extended the grant award expiration date, now to September 30, 2024; however, the Amended Subrecipient Agreement was not amended to reflect the new grant award extension date and has since expired; and

E. The Parties have continued to comply with the terms and conditions of the Amended Subrecipient Agreement, even though expired, and the DOJ, because of its extension, continues to review, instruct and direct the Parties in accordance with the terms and conditions of the 2019 JAG Program.

NOW THEREFORE, in consideration of the mutual terms, conditions, promises, and covenants set forth, the Parties agree as follows:

1. Each paragraph in the Recital set forth above is true and correct and incorporated by this reference.

2. Section IV entitled, “Term,” is amended to read as follows:

The term of this Agreement and the sub-award period of performance shall begin October 1, 2018 and shall end on September 30, ~~2023~~ 2024. The continuation of this Agreement beyond the end of any City fiscal year is subject to the appropriation and availability of necessary funding from the JAG Program.

3. Except as expressly modified by this Second Amendment, all terms of the Amended Subrecipient Agreement shall remain in full force and effect.

4. This Amendment shall bind the parties and their respective successors and assign and shall be fully effective as though the Amendment had been originally included in the Subrecipient Agreement.

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have caused this Amendment and Restatement to be executed the day and year first written above.

CITY OF POMPANO BEACH

By: _____
REX HARDIN, MAYOR

By: _____
GREGORY P. HARRISON, CITY MANAGER

Attest:

ALFRED KERVIN, CITY CLERK (SEAL)

Dated: _____

APPROVED AS TO FORM:

MARK E. BERMAN, CITY ATTORNEY

JES:jrm
11/20/23
L:agr/finance/2023-403c

**SECOND AMENDMENT AND RESTATEMENT TO THE
SUBRECIPIENT AGREEMENT FOR 2019 EDWARD BYRNE
MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM**

SUBRECIPIENT

CITY OF DEERFIELD BEACH, FLORIDA

ATTEST:

By: _____
Bill Ganz, Mayor

Date: _____

Heather Montemayor, CMC, City Clerk

Approved As To Form & Legal Sufficiency
for the use and reliance of the City of
Deerfield Beach, Florida, only.

Anthony C. Soroka, City Attorney



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2023-2233

Agenda Date: 12/12/2023

Status: DEPARTMENTAL BUSINESS

In Control: City Commission

Title

Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving and authorizing execution of a close-out agreement and release with Siemens Industry, Inc. related to the Guaranteed Energy, Water, and Wastewater Performance Savings Agreement between the City and Siemens Industry, Inc.; providing for severability, implementation, and an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

In 2018, the City of Deerfield Beach ("City") and Siemens Industry, Inc. ("Siemens") entered into an Energy Audit Agreement, initiating the Investment Grade Audit ("Audit"). The Audit conducted included an in-depth investigation of City facilities, utility billing and operations to identify various efficiency upgrades.

The audit contained details describing recommended services to be performed by Siemens and energy savings that could be realized by the City as a result of those services. These services included implementing a wide array of Facility Improvement Measures ("FIMs") like efficiency HVAC replacements, LED lighting retrofits, solar installation, and CNG station construction.

The City chose to pursue the recommended services, and thereafter entered into a Guaranteed Energy, Water, and Wastewater Performance Savings Agreement with Siemens in August of 2019. At that time, the implementation of the FIMs began.

Implementation of all of the recommended FIMs has now been completed.

Current Activity

A dispute has arisen between the City and Siemens Industry with respect to the Performance Savings Agreement and the Audit, including the calculation and/or realization of certain stipulated cost savings under the Performance Savings Agreement.

The City and Siemens have determined that it is in their respective best interests to resolve the dispute and to terminate the Performance Savings Agreement subject to the terms and conditions of the enclosed negotiated Close-out Agreement. Terms of the Close-Out Agreement include a monetary consideration to be paid by Siemens (\$1.9 Million, including the City keeping appx. \$540k in retainage funds) to the City, a year 1 performance assurance report, release of claims by both the City and Siemens, and termination of the Performance Savings Agreement.

A technical advisory team of City and Siemens staff have collaborated to identify strategies to remediate the impact of the dispute and have developed a reinvestment strategy.

Recommendation

Staff recommends that the City Commission approve and authorize execution of the Close-Out Agreement and Release with Siemens Industry, Inc. and the implementation of the proposed reinvestment strategy.

RESOLUTION NO. 2023/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING AND AUTHORIZING EXECUTION OF A CLOSE-OUT AGREEMENT AND RELEASE WITH SIEMENS INDUSTRY, INC. RELATED TO THE GUARANTEED ENERGY, WATER, AND WASTEWATER PERFORMANCE SAVINGS AGREEMENT BETWEEN THE CITY AND SIEMENS INDUSTRY, INC.; PROVIDING FOR SEVERABILITY, IMPLEMENTATION, AND AN EFFECTIVE DATE

WHEREAS, on or about June 16, 2018, the City and Siemens Industry, Inc. (“Siemens Industry”) entered into an Energy Audit Agreement pursuant to which Siemens Industry later submitted an Investment Grade Energy Performance Audit (the “Audit”); and

WHEREAS, the Audit contained details describing recommended services to be performed by Siemens Industry and energy savings that could be realized by the City as a result of those services; and

WHEREAS, on or about August 20, 2019, the City and Siemens Industry entered into a Guaranteed Energy, Water, and Wastewater Performance Savings Agreement (the “Performance Savings Agreement”); and

WHEREAS, implementation of the facility improvement measures provided for in the Performance Savings Agreement has now been completed; and

WHEREAS, a dispute has arisen between the City and Siemens Industry with respect to the Performance Savings Agreement and the Audit, including the calculation and/or realization of certain stipulated cost savings under the Performance Savings Agreement; and

WHEREAS, the City and Siemens Industry have negotiated a Close-Out Agreement and Release, attached as Exhibit “A”, (the “Close-Out Agreement”) which would resolve the dispute, provide the City with \$1.9 million in monetary consideration, provide a mutual release of claims, and terminate the Performance Savings Agreement; and

WHEREAS, the City and Siemens Industry have determined that it is in their respective best interests to resolve the dispute and to terminate the Performance Savings Agreement in accordance with the terms and conditions of the Close-Out Agreement; and

WHEREAS, City staff recommends that the City Commission approve and authorize execution of the Close-Out Agreement with Siemens Industry, 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 Close-Out Agreement with Siemens Industry, attached as Exhibit “A”.

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

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

Section 5. Should any section, provision or word of this Resolution be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereof other than the part declared to be invalid.

Section 6. 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

CLOSE-OUT AGREEMENT AND RELEASE

This Close-Out Agreement and Release (the “Agreement”) is entered into between the City of Deerfield Beach, Florida (the “City”) and Siemens Industry, Inc. (“Siemens Industry”) (collectively, the “Parties” or individually a “Party”), and is effective on the Effective Date as provided herein.

WHEREAS, on or about June 16, 2018, the City and Siemens Industry entered into an Energy Audit Agreement pursuant to which Siemens Industry later submitted an Investment Grade Energy Performance Audit (the “Audit”);

WHEREAS, the Audit contained details describing recommended services to be performed by Siemens Industry and energy savings that could be realized by the City as a result of those services;

WHEREAS, on or about August 20, 2019, the City and Siemens Industry entered into a Guaranteed Energy, Water, and Wastewater Performance Savings Agreement (the “Performance Savings Agreement”);

WHEREAS, a dispute has arisen between the City and Siemens Industry with respect to the Performance Savings Agreement and the Audit, including the calculation and/or realization of certain stipulated cost savings under the Performance Savings Agreement; and

WHEREAS, the City and Siemens Industry have determined that it is in their respective best interests to resolve the dispute and to terminate the Performance Savings Agreement;

NOW THEREFORE, for good and valuable consideration as provided in this Agreement, the Parties hereby agree to the following terms and conditions:

1. **Monetary Consideration.** Siemens Industry will provide monetary consideration of One Million, Nine-Hundred Thousand Dollars and No Cents (\$1,900,000.00) to the City. That consideration consists of the following:

- Siemens Industry will pay the City the sum of One Million, Three Hundred and Fifty-Nine Thousand, Two Hundred and Seventy-Four Dollars and No Cents (\$1,359,274.00) within thirty (30) days of the Effective Date. Payment instructions will be provided to Siemens Industry’s counsel by the City’s counsel.
- The City currently holds in retainage Five-Hundred and Forty Thousand, Seven Hundred and Twenty-Six Dollars and No Cents (\$540,726.00) in funds owed to Siemens Industry under the Performance Savings Agreement. The City shall keep those funds and Siemens Industry will make no claim that it is entitled to those funds.

2. **Annual Period 1 Performance Savings Assurance Report.** Within 30 days of the Effective Date, Siemens Industry shall provide the City with the Annual Period 1 Performance Savings Assurance Report in the form provided to the City on August 28, 2023 (the “Report”). The City and Siemens Industry have previously reviewed and approved in all respects the Report.

Consistent with Paragraph 5 below, Siemens Industry shall have no obligation to provide any additional reports with respect to energy and/or performance savings associated with work performed pursuant to the Performance Savings Agreement and/or the Energy Audit Agreement.

3. **Release of Claims by the City.** The City does hereby unconditionally release, acquit, and forever discharge Siemens Industry (including its respective predecessors, officers, directors, owners, members, stockholders, managers, heirs, agents, attorneys, representatives, successors, insurers, and assigns) from any and all claims, damages, lawsuits, injuries, liabilities, and causes of action of every kind or nature, whether known or unknown, whether suspected or unsuspected, that exist or that may have existed as of the Effective Date of this Agreement which relate in any way to the Performance Savings Agreement, the Energy Audit Agreement, the Audit, and/or the Report. This release of claims includes, but is not limited to, all claims (whether sounding in tort, contract, statute, or any other manner) regarding the Performance Savings Agreement and/or Energy Audit Agreement, negotiations and/or representations made with respect to the Performance Savings Agreement and/or Energy Audit Agreement, and all content and statements in the Performance Savings Agreement, Energy Audit Agreement, and/or the Audit.

4. **Release of Claims by Siemens Industry.** Siemens Industry does hereby unconditionally release, acquit, and forever discharge the City (including its respective predecessors, officers, directors, owners, members, stockholders, managers, heirs, agents, attorneys, representatives, successors, insurers, and assigns) from any and all claims, damages, lawsuits, injuries, liabilities, and causes of action of every kind or nature, whether known or unknown, whether suspected or unsuspected, that exist or that may have existed as of the Effective Date of this Agreement which relate in any way to the Performance Savings Agreement, the Energy Audit Agreement, the Audit, and/or the Report. This release of claims includes, but is not limited to, all claims (whether sounding in tort, contract, statute, or any other manner) regarding the Performance Savings Agreement and/or Energy Audit Agreement, negotiations and/or representations made with respect to the Performance Savings Agreement and/or Energy Audit Agreement, and all content and statements in the Performance Savings Agreement, Energy Audit Agreement, and/or the Audit.

5. **Termination of the Performance Savings Agreement.** As of the Effective Date, the City and Siemens Industry hereby agree that the Performance Savings Agreement is terminated in all respects, and that neither the City nor Siemens Industry will have any obligations or rights under the Performance Savings Agreement. It is expressly agreed by the City and Siemens Industry that Siemens Industry need not provide any annual reconciliation of guaranteed energy or associated cost savings as referenced in Section 489.145(5)(e) of the Florida Statutes, and that Siemens Industry shall have no liability for any shortfall in annual energy or associated cost savings related to any work performed pursuant to the Performance Savings Agreement.

6. **Process for Responding to Inquiries:** If any inquiries are made to the City through the City Clerk, City Manager, the Department of Environmental Services or the Department of Sustainable Management as to the performance of Siemens Industry under the Performance Savings Agreement, those inquiries will be responded to by the City Manager who will give the following response: "Siemens Industry completed the work required under the Performance Savings Agreement but a dispute arose with respect to various contractual issues.

The City and Siemens Industry negotiated an amicable resolution of the dispute, which was approved by the City Commission.” This paragraph 6 shall be in force for a period of 12 months from the date this Agreement is executed by the City. It shall not be a violation of this paragraph for the City to provide public records in response to any requests for public records.

7. **Heirs and Successors Bound.** This Agreement shall be binding upon, and inure to the benefit of, the Parties hereto and their respective heirs, successors, and assigns, and any corporation, partnership, limited-liability company, or other entity into or with which any Party hereto may merge, consolidate, or reorganize.

8. **Compromise of Disputed Claims.** The Parties acknowledge that this Agreement represents a compromise of disputed claims, and nothing herein shall be deemed an admission or acknowledgement of wrongdoing or liability by any Party to any other Party, or of any unlawful conduct, liability, wrongdoing, breach of contract, or breach of any other legal obligation.

9. **Choice of Venue and Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida. The Parties agree that the appropriate, convenient, and exclusive venue for any dispute arising out of, or in any way relating to, this Agreement shall be in the Broward County, Florida and they irrevocably consent to the venue and personal jurisdiction of that court.

10. **Approval by City Commission.** This Agreement shall not become effective unless and until it is approved by a written resolution adopted by the City Commission of the City of Deerfield Beach, Florida (the “City Commission”). The City shall seek such approval within sixty (60) days of when Siemens Industry executes this Agreement and provides it to the City. If the City Commission does not approve this Agreement, then this Agreement shall not become effective.

11. **Authority to Sign.** Each signatory for each Party warrants that he or she has the capacity and authority to enter into this Agreement for the Party for which the signatory is signing and to bind that Party to all terms contained in this Agreement. Each Party represents and warrants that it has taken all actions that are necessary for the signatory signing on behalf of that Party to have the authority to enter into this Agreement on behalf of the Party.

12. **Rule 408.** The parties agree that, except in an action to enforce the terms of this Agreement, this Agreement falls within the scope of Federal Rule of Evidence 408 and its state analogues.

13. **Effectiveness.** This Agreement shall become effective on the later of the date that it has been approved by a written resolution by the City Commission and the date that it is executed by the City (the “Effective Date”).

14. **Entire Agreement.** This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes and terminates all prior or contemporaneous agreements, discussions, negotiations, offers, or representations whether written or oral. Any amendment of this Agreement must be in writing and signed by all Parties hereto.

15. **Counterparts; Electronic Delivery.** This Agreement may be executed and delivered by facsimile, electronic mail, or other electronic means and in any number of copies and counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

16. **Mutually Drafted.** Each of the Parties has had the opportunity to be fully and completely represented by counsel of its own choosing in the negotiation and drafting of this Agreement. Accordingly, the Parties agree that any rule of construction of contracts resolving any ambiguities against the drafting party shall be inapplicable to this Agreement.

17. **Acknowledgment.** By signing below, each of the Parties represents and warrants that they have been given a reasonable period of time to consider this Agreement; that they have read the entire Agreement; that they have consulted with their respective attorneys about the meaning and intent of the Agreement; and that they enter into this Agreement of their own free will, without coercion, undue influence, threat, or intimidation of any kind, with the intention of being legally bound to its terms. Each of the Parties acknowledges and agrees that they have not previously assigned or transferred any claims that they have released by this Agreement.

18. **Headings and Pronouns.** The headings in this Agreement are inserted for convenience and identification only, and are in no way intended to describe, interpret, extend, or limit the scope or intent of this Agreement or any provision hereof. All pronouns and any variation thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, wherever the context of the Agreement so requires.

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

THE UNDERSIGNED HEREBY STATE THAT THEY HAVE CAREFULLY READ THE FOREGOING CLOSE-OUT AGREEMENT AND RELEASE, KNOW THE CONTENTS THEREOF AND SIGN THE SAME OF THEIR OWN FREE ACT WITHOUT ANY THREAT, COERCION, OR UNDUE INFLUENCE OF ANY KIND.

The City of Deerfield Beach, Florida

ATTEST:

By: Bill Ganz, Mayor

Heather Montemayor, City Clerk

Date: _____

APPROVED AS TO FORM AND LEGALITY
FOR THE USE OF AND RELIANCE BY THE
CITY OF DEERFIELD BEACH, FLORIDA, ONLY:

By: Anthony C. Soroka
City Attorney

Date: _____

THE UNDERSIGNED HEREBY STATE THAT THEY HAVE CAREFULLY READ THE FOREGOING CLOSE-OUT AGREEMENT, KNOW THE CONTENTS THEREOF AND SIGN THE SAME OF THEIR OWN FREE ACT WITHOUT ANY THREAT, COERCION, OR UNDUE INFLUENCE OF ANY KIND.

Siemens Industry, Inc.

By: Rick Rodriguez
Head of Energy Performance Services

By: Bob Kelly
EPS Finance & Business Administration

Date:_____

Date:_____



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2023-2271

Agenda Date: 12/12/2023

Status: DEPARTMENTAL BUSINESS

In Control: City Commission

Title

Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving and authorizing execution of a contract with Waste Connections of Florida, Inc. for the disposal of municipal solid waste, bulk materials, and construction and demolition debris for a three-year term commencing on December 28, 2023, with one, three year renewal option; waiving the requirements for competitive solicitations set forth in Section 38-116 of the City Code of Ordinances; providing for severability, implementation, and an effective date. (Funds from Account #450-4551-534-32-14 - Disposal Expense)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: Estimated disposal expense for the remainder of FY 24: \$5,000,000

Account Name: Disposal expense

Account Number: 450-4551-534-32-14

Background/History

The City has contracted with Waste Connections of Florida, Inc. ("WC") since July 1, 2018 for the disposal of municipal solid waste (MSW), construction and demolition debris (C&D) and bulk waste collected within and by the City.

Under the existing contract with WC there was a clause that provided the opportunity to discuss the possibility of negotiating new contract terms and an extension of the original contract prior to the end of the original contract period.

Although negotiations and related discussions have transpired with staff and representatives of WC over the course of several months, the parties were unable to come to an agreement on new terms and conditions on a potential extension or renewal.

The original term of the contract with WC was set to expire on June 30, 2023. However, there was an option to extend the contract 180 days while the City was able to identify an alternative solution/vendor for these services. WC agreed to the 180 day extension, which allows the City to continue to deliver materials to WC under the existing terms and conditions of the original contract until December 27, 2023.

In light of the above, the City, in coordination with its solid waste consultant Kessler Consulting, developed a bid solicitation for disposal services consisting of: MSW disposal, bulk disposal, C&D

disposal and recycling processing services.

On September 11, 2023, ITB-23-33-PC "Solid Waste Disposal and Recyclables Processing Services" was released. On September 20, 2023, a non-mandatory pre-bid conference was held. On October 12, 2023, the bids were originally expected to close. However, only one (1) bid was received. In light of feedback from potential bidders, coupled with the low bid response, the bid opening was extended an additional week. On October 19, 2023 the bids were supposed to be opened, but again we only received one bid and were advised again that additional time was needed so that bids could be prepared and submitted.

On October 19, 2023, and again on October 23, 2023 the City received the attached correspondence from Waste Management (WM) regarding their intent not to bid. The City received a similar no bid notice from WC on October 26, 2023, which is also attached.

Bids for the above referenced ITB were closed October 26, 2023. The lone bid that was received for bulk, C&D and recyclables processing services from Coastal Waste & Recycling, Inc. consists of an over 55% average increase in the proposed rates compared to our existing rates and would constitute an approximate increase in this year's annual disposal expense for these items of well over \$700,000. This amount far exceeds the amounts budgeted for these items in the recently approved FY 24 budget.

In consideration of the above, staff recommended it was in the City's best interest to reject the one (1) bid that was received and initiate formal negotiations with the City's existing vendors for these services, consisting of disposal of MSW, bulk and C&D with WC and WM that did not submit formal bids and have facilities within proximity of City operations.

Current Activity

Staff met with representatives of WC and WM and the resultant attached terms sheets were provided by each vendor.

WC provided a flat rate of \$59.00 per ton for all materials (MSW, Bulk and C&D).

WM provided a \$54.00 per ton rate for bulk and C&D materials. However, these materials would be placed within the Monarch Hill Landfill and, due to the ongoing Land Use Plan Amendment process which is requesting expansion of the landfill, this option would only be available to the City for 1 year. Additionally, the City has already passed a resolution opposing the expansion of the landfill (resolution attached) and, as such, this option is not being considered.

Recommendation

The City has utilized WC facilities for disposal for in excess of 10 years and the facility is located within the City of Deerfield Beach and offers collection efficiencies for our collection routes. In light of the above, staff recommends contracting with WC for disposal of MSW, Bulk and C&D materials for a three year term, as it is in the best interest of the City to do so.

RESOLUTION NO. 2023/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING AND AUTHORIZING EXECUTION OF A CONTRACT WITH WASTE CONNECTIONS OF FLORIDA, INC. FOR THE DISPOSAL OF MUNICIPAL SOLID WASTE, BULK MATERIALS, AND CONSTRUCTION AND DEMOLITION DEBRIS FOR A THREE-YEAR TERM COMMENCING ON DECEMBER 28, 2023, WITH ONE, THREE YEAR RENEWAL OPTION; WAIVING THE REQUIREMENTS FOR COMPETITIVE SOLICITATIONS SET FORTH IN SECTION 38-116 OF THE CITY CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY, IMPLEMENTATION, AND AN EFFECTIVE DATE

WHEREAS, since July 1, 2018, the City has contracted with Waste Connections of Florida, Inc. (“Waste Connections”) for the disposal of municipal solid waste (“MSW”), construction and demolition debris, and bulk waste collected within and by the City; and

WHEREAS, the existing contract between the City and Waste Connections (collectively, the “Parties”) provided the Parties the ability to discuss and negotiate new contract terms and conditions, as well as an extension of the contract, prior to the end of the original contract terms; and

WHEREAS, the Parties previously met to discuss and negotiate a new contract, however, negotiations were not successful; and

WHEREAS, the original contract was set to expire on June 30, 2023; however, the contract was extended for 180 days pursuant to the contract terms to allow the City to identify an alternative solution and/or vendor for the required services; and

WHEREAS, based upon the extension, the current contract with Waste Connections will expire on December 27, 2023; and

WHEREAS, during this timeframe, the City, with the assistance of its Consultant, Kessler Consulting, developed and issued Invitation to Bid No. 23-3-PC (the “ITB”) seeking Solid Waste Disposal and Recyclables Processing Services; and

WHEREAS, during the bid process, the City initially received one (1) bid that did not address all of the requested waste streams, and, based upon feedback from potential bidders to the Procurement Department, and the lack of responses, the bid opening was extended for an additional week, and an additional extension was issued thereafter; and

WHEREAS, on October 19, 2023, and October 23, 2023, the City received correspondence from Waste Management advising of its intent not to bid, and Waste Connections submitted an intent not to bid notification on October 26, 2023; and

WHEREAS, the ITB was closed on October 26, 2023, and the City received one bid from Coastal Waste & Recycling, Inc. by that time; however, the proposed cost from Coastal results in over a 55% average increase in the proposed rates compared to the City's existing rates and would constitute an approximate increase in this year's annual disposal expense for these services well over \$700,000.00 and exceeds the approved Fiscal Year 2024 approved budget; and

WHEREAS, based upon the ITB results, staff recommended to the Procurement Division to reject the bid and proceed to initiate negotiations with the City's existing Contractor, Waste Connections, for the required services whose facilities are within proximity of the City's operations and the vendor is familiar with the City's operations; and

WHEREAS, pursuant to Sec. 38-116(3)(e) of the City's Procurement Code, the City Commission may declare by a majority affirmative vote that the sealed competitive method and written quotations method set forth in Chapter 38 of the Procurement Code is not in the best interest of the City, and that the waiver of such competitive solicitation processes will not inure to the financial disadvantage of the City; and

WHEREAS, based on the foregoing, City staff requests that the City Commission waive the competitive solicitation requirements in Sec. 38-116 of the Procurement Code (collectively, the "Requirements") with regard to the disposal of MSW, construction and demolition debris and bulk waste disposal services (collectively, the "Services") and award a contract to Waste Connections; and

WHEREAS, the Purchasing and Contract Administration Division and the Department of Sustainable Management recommend approving, and authorizing execution of a Contract with Waste Connections, attached as Exhibit "A", for a three year term, with one, three year renewal option, and waiving the City's competitive solicitation requirements.

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 finds that it is in the best interests of the City to waive the Requirements of the Procurement Code with respect to the Services, and that said waiver will not inure to the financial disadvantage of the City.

Section 3. The City Commission hereby approves the Contract with Waste Connections, attached as Exhibit "A", for the Services for a three year term, with one additional three year renewal option.

Section 4. The City Manager is hereby authorized to execute the Contract with Waste Connections, 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 take any and all necessary steps to implement the aims of this Resolution.

Section 6. 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

**AGREEMENT BY AND BETWEEN THE CITY OF DEERFIELD BEACH, FLORIDA AND
WASTE CONNECTIONS OF FLORIDA, INC. FOR SOLID WASTE, COMMINGLED WASTE
AND CONSTRUCTION AND DEMOLITION DEBRIS DISPOSAL SERVICES**

This Agreement (“Agreement”) is made and entered into this ____ day of December, 2023, by and between the City of Deerfield Beach, Florida, a municipal corporation of the State of Florida (hereinafter referred to as the “City”) and Waste Connections of Florida, Inc., a Delaware corporation authorized to do business in the State of Florida (hereinafter referred to as “Contractor”).

WHEREAS, the City issued Invitation to Bid #2017-18/13, and associated addenda, (the “ITB”) seeking bids from qualified firms for certain specified solid waste and recycling disposal services, in accordance with the terms, covenants and specifications set forth in the ITB; and

WHEREAS, on March 20, 2018, the City Commission approved the award of the ITB for the Solid Waste, Commingled Waste and Construction and Demolition Debris disposal services specified therein (collectively, the “Disposal Services”) to Contractor as the lowest priced responsive and responsible bidder; and

WHEREAS, the City and Contractor executed an agreement, dated May 21, 2018, for Contractor to provide the Disposal Services for the City (the “2018 Agreement”) for a five year term, and the 2018 Agreement was extended for a 180 day period expiring on December 27, 2023; and

WHEREAS, Contractor and the City desire to enter into this Agreement for the Contractor to continue to provide the Disposal Services to the City and to set forth how the Disposal Services will be provided; and

WHEREAS, the City has determined that it is beneficial and in the best interests of the public to enter into this Agreement.

NOW THEREFORE, in consideration of the mutual covenants, promises, terms and conditions set forth herein, Contractor and the City do hereby agree as follows:

ARTICLE 1
INTRODUCTION AND SCOPE OF SERVICES

- 1.1 The above referenced Whereas clauses are true and correct and made a part hereof.
- 1.2 This Agreement, and the ITB, shall constitute the entire Agreement, except to the extent specifically modified herein. The parties agree that the scope of services for the Disposal Services provided in the ITB is a description of Contractor’s obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable.
- 1.3 Except as specifically modified herein, Contractor shall be bound by the terms as set forth in the ITB as to the Disposal Services. When the terms and conditions of this Agreement may be read as consistent with the ITB, then and in that respect, the terms of both the ITB and this Agreement shall be read as being consistent and shall be binding on both parties. Where terms and conditions

of this Agreement contradict anything set forth in the ITB or the Contractor's response to the ITB, then the terms and conditions of this Agreement shall be binding and in full force and effect to the extent of any inconsistency.

- 1.4 Contractor acknowledges and agrees that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement.

ARTICLE 2 **DEFINITIONS**

For the purpose of this Agreement, the definitions in this Article shall apply, unless otherwise specifically stated. To the extent that any definition contained herein conflicts with any similar definition contained in any federal, state, or local law, the definition herein shall prevail. However, nothing contained herein shall be interpreted to require Contractor to undertake any conduct that is prohibited by Applicable Law.

Applicable Law means all applicable federal, state and local (municipal and county) laws, ordinances, and the rules and regulations of all authorities having jurisdiction over any part of the services provided under this Agreement.

Biological Waste The term has the meaning given in Section 403.703, Florida Statutes, as may be amended from time to time

Biomedical Waste The term has the meaning given in Section 403.703, Florida Statutes, as may be amended from time to time

Bulk Trash means any non-vegetative item that cannot be containerized, bagged or bundled, or whose large size or weight precludes its handling, processing, or disposal by normal methods.

City means the City of Deerfield Beach, Florida.

City Commission or **Commission** means the City Commission of the City of Deerfield Beach, Florida.

Code means the Code of Ordinances of the City of Deerfield Beach, Florida.

Commencement Date means the date services in this Agreement shall commence, which shall be December 28, 2023.

Commingled Waste means a commingled waste stream of Bulk Trash, C&D Debris, and Yard Trash.

Construction and Demolition Debris or **C&D Debris** The term has the meaning given in Section 403.703, Florida Statutes, as may be amended from time to time.

Contract means this Agreement, including all exhibits, attachments, and other documents that are expressly incorporated by reference, between the City and the Contractor, governing the provision of services as defined in this Agreement.

Contract Administrator means the person designated by the City to act as City's representative during the term of this Agreement.

Contractor means Waste Connections of Florida, Inc.

Contractor-Generated Waste means bulk trash, C&D debris, or yard trash generated by builders, building contractor, privately employed tree trimmers and tree surgeons, landscape services, lawn or yard maintenance services, and nurseries.

Day means one calendar day.

Designated Disposal Facility means the solid waste management facility designated in this Agreement as the final delivery location for the City's Materials.

Designated Receiving Facility means the facility designated in this Agreement at which Materials are received by the Contractor.

Effective Date means the date this Agreement has been executed by both the City and the Contractor.

E-Waste means end-of-life or discarded electronic devices and component parts. For the purposes of the Contract, E-Waste includes computers, monitors, laptops, mice, printers, televisions, DVD, Blue Ray, CD or VCR players, copiers, fax machines, cell phones, chargers, rechargeable batteries, scanners, keyboards, stereos, speakers, or similar electronic products.

Force Majeure shall mean any event or condition having a material and adverse effect on the rights, duties and obligations of a party to the Contract that is beyond the reasonable control, and not the result of willful or negligent action or omission or a lack of reasonable diligence, of the party relying thereon as justification for not performing. Such events or conditions may include, but shall not be limited to: an act of God, epidemic, hurricane, earthquake, fire, explosion, storm, flood or similar occurrence, an act of war, effects of nuclear radiation, blockade, insurrection, riot, labor unrest (other than with respect to employees of the party claiming relief), civil disturbance, restraint of government or people or similar occurrences. In any event, Force Majeure shall not include the following:

- a) the failure of any subcontractor or any supplier to furnish labor, services, materials or equipment, unless caused by an event of Force Majeure;
- b) the suspension, termination, interruption, denial or failure of renewal of any permit, license, consent, authorization or approval relating to the operation of a legally permitted disposal facility which is the result of any action or inaction or failure of compliance by Contractor or any affiliate;
- c) any change in law (other than to the extent that Contractor's physical ability to process Solid Waste is eliminated due to a change in law);
- d) loss or unavailability of personnel desired by Contractor to operate or maintain a legally permitted disposal facility;
- e) wear and tear or obsolescence of any parts or equipment; or
- f) except as a result of an independent event of Force Majeure, the loss of or inability to obtain or retain any utility services, including water, sewer, fuel oil, gasoline and electric power necessary for the operation of a legally permitted disposal facility.

Ground Level at the same level as the ground.

Hazardous Waste The term has the meaning given in Section 403.703, Florida Statutes, as may be amended from time to time.

Holidays means designated holidays on which the Contractor shall not be required to provide service. Holidays shall only mean Christmas Day unless additional holidays are approved by the Contract Administrator.

Household Hazardous Waste or **HHW** means household products that contain corrosive, toxic, ignitable, or reactive ingredients, including but not limited to, paints, cleaners, oils, batteries, and pesticides, or other household materials that contain potentially hazardous ingredients, and that require special care for disposal.

Material(s) means Solid Waste or Bulk Trash or C&D Debris or Yard Trash or Commingled Waste or any combination thereof collected by the City. “Material(s)” excludes Unacceptable Waste.

Recyclable Materials or **Recyclables** The term has the meaning given in Section 403.703, Florida Statutes, as may be amended from time to time.

Sludge The term has the meaning given in Section 403.703, Florida Statutes, as may be amended from time to time.

Solid Waste The term has the meaning given in Section 403.703, Florida Statutes, as may be amended from time to time. For the purposes of this Agreement, solid waste shall not include Sludge or Recyclables.

Special Wastes The term has the meaning given in Section 403.703, Florida Statutes, as may be amended from time to time.

Ton refers to a unit of weight equal to 2,000 pounds, also referred to as a short Ton.

Unacceptable Waste means Biological Waste, Biomedical Waste, Hazardous Waste, Sludge, waste tires, used oil, or lead acid batteries.

White Goods The term has the meaning given in Section 403.703, Florida Statutes, as may be amended from time to time.

Yard Trash means vegetative matter resulting from landscaping maintenance and includes materials such as tree and shrub trimmings, grass clippings, palm fronds, tree branches and other similar matter. Yard Trash includes Christmas trees, but does not include Contractor-Generated Waste.

ARTICLE 3 **DISPOSAL SERVICES**

- 3.1 *Contractor services.* Contractor shall provide the Disposal Services to the City in accordance with the specifications set forth in the ITB for Disposal Services and this Agreement. Contractor shall accept and weigh all Materials delivered by the City for disposal at the Designated Receiving Facility during the term of, and in accordance with, this Agreement.
- 3.2 *Delivery of Materials.* Beginning on the Commencement Date, the City shall deliver the Materials collected by the City to the Designated Receiving Facility. The City makes no assurances or guarantees regarding the quantity of Material that will be delivered to the Designated Receiving Facility.
- 3.3 *Weighing Materials.* The Designated Receiving Facility shall be equipped with adequately sized, legal-for-trade accurate truck scales and computerized recording keeping systems for weighing and recording all incoming City delivery vehicles and Materials delivered. Such scales shall be inspected and approved for use prior to placing them into service. The truck scales shall be regularly maintained, and recalibrated and certified at least annually during the Initial Term and any Renewal Terms of this Agreement, in accordance with the requirements of the Florida Department of Agriculture.

The Contractor shall weigh all City delivery vehicles transporting Material that enter the Designated Receiving Facility, record such weights separate from all other materials, and generate reports of incoming Material as required herein or requested by the City. The Contractor may use tare weights. If the Contractor chooses to use tare weights, all tare weights, including vehicles,

compactors, and containers, must be recalibrated at least every sixty (60) calendar days and reported to the Contract Administrator monthly.

- 3.4 *Turn-Around Times.* The Designated Receiving Facility shall be operated to facilitate time efficient delivery vehicle access during operations. The delivery vehicle turn-around time from City's arrival at the Designated Receiving Facility site entrance to City's exit from the Designated Receiving Facility site shall not exceed twenty (20) minutes. Delays in turn-around time (i) caused by equipment failure not due to the negligence of the Contractor or (ii) due to the fault of the City's delivery vehicle shall be excluded. Upon twenty-four hours' advance notice, Contractor shall provide the City with access to its records to verify delivery vehicle turn-around times.
- 3.5 *Title to Materials.* Upon acceptance of the Materials at the Designated Receiving Facility, the Contractor shall own all of the Materials and shall be responsible for transportation, processing and disposal, including all costs thereof, of all of the Materials in accordance with all applicable local, state and Federal Law. Title to and liability for Unacceptable Waste shall remain with the City.
- 3.6 *Final Disposal.* If the Designated Receiving Facility is not also a disposal facility, the Contractor shall legally process the Materials at the Designated Receiving Facility and transport and deliver the Materials to the legally permitted Designated Disposal Facility.
- 3.7 *Monthly Reports.* Prior to the fifteenth (15th) day of each month during the term of this Agreement, the Contractor shall submit a report electronically to the Contract Administrator, in a format approved by the City, that provides the total tonnage of Material received at the Designated Receiving Facility during the previous month, as well as a breakdown by delivery date and time, vehicle number, type of material, and Tons. If applicable, the report shall include any tonnage diverted from disposal by the Contractor. Upon request by the City, Contractor shall provide any additional information or reports necessary for the City to manage this Agreement or the City's Materials disposal program.

ARTICLE 4

TERM OF AGREEMENT

- 4.1 *Initial Term.* This Agreement shall take effect upon the Effective Date, and beginning upon the Commencement Date (December 28, 2023) shall continue for a three-year period of time ("Initial Term"), unless renewed pursuant to Article 4.2 or terminated earlier pursuant to Article 9.
- 4.2 *Renewals.* This Agreement may be renewed for one additional, three-year renewal term (the "Renewal Term") at the City's option, provided all terms conditions and specifications remain the same, both parties agree to the renewal, and such renewal is approved by the City Manager. City and Contractor shall meet to discuss renewal terms not less than 12 months prior to the expiration of the current term of this Agreement.
- 4.3 *Termination and extension.* This Agreement may only be terminated as provided in Article 9 of this Agreement. In the event that this Agreement is terminated as a result of Contractor's default or City's default not due to City's non-payment, or is otherwise set to expire, City shall have the right to an extension of Disposal Services for up to 180 days provided that the City specifies the desired length of the extension in the termination letter, or extension request letter, transmitted to Contractor. In the event City exercises its right to an extension, this Agreement shall be deemed automatically extended for the period specified in the notice transmitted to Contractor. The remunerations to be paid to the Contractor during this extension period shall be based upon the

Disposal Service Charges in effect at the time of such termination or expiration, which shall be adjusted as provided herein as if the term extended through the extension period. Notwithstanding any language herein to the contrary, City and Contractor retain their rights during any such extension to seek damages for material breach or material default of this Agreement by either party.

ARTICLE 5

SERVICE CHARGE

- 5.1 *Disposal Services Charge.* Within 15 days after each operating month, the Contractor shall invoice the City for Disposal Services provided by Contractor based upon the per ton Disposal Services Charges set forth in the attached **Exhibit “A”**. The invoice shall be in a form acceptable to the City and shall detail the total monthly fees due to the Contractor for services rendered.
- 5.2 *Disposal Services Charge adjustments.* Beginning on October 1, 2024, and on October 1 of each subsequent year during the term of this Agreement, the disposal service charges provided for in Exhibit “A” shall be adjusted by the Disposal Services Charge Adjustment as described in attached **Exhibit “B”**, except that the annual fee adjustment for all disposal fees shall not exceed five percent (5.00%). The result of the calculation shall become the Disposal Services Charge permitted to be charged by Contractor to City for the 12 months following the Disposal Services Charge adjustment.
- 5.3 *Payment procedure.*
- 5.3.1 Each month, Contractor shall calculate the amount of Disposal Service Charges owed to the Contractor by the City for Disposal Services based on the provisions of this Agreement and shall submit an invoice to the City for payment. The invoice shall be due within 30 days of receipt.
- 5.3.2 If the City, in good faith, disagrees with the amount stated in the invoice, the City shall notify the Contractor of such dispute. The City shall make payment to Contractor of undisputed invoiced amounts within 30 days after receipt of the invoice. In the event of a disputed amount, the parties shall reasonably attempt to discover the cause of any discrepancy between the parties, and if a resolution is not reached within 45 days of receipt of the invoice, the parties shall resolve the dispute in a manner permitted by Florida law. The existence of a dispute shall not delay payment of undisputed amounts to Contractor, or relieve Contractor of its obligations to City under this Agreement.
- 5.4 City agrees to pay Contractor for the Disposal Services in the amounts set forth herein for work actually performed and completed pursuant to this Agreement, which amounts shall be accepted by Contractor as full compensation for all such work. It is acknowledged and agreed by Contractor that such amounts are the maximum payable and constitute a limitation upon City's obligation to compensate Contractor for its services related to this Agreement. These amounts, however, do not constitute a limitation, of any sort, upon Contractor's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services in the ITB for Disposal Services and this Agreement. No amount shall be paid to Contractor to reimburse its expenses.

ARTICLE 6

OPERATION OF FACILITIES

- 6.1 *Personnel and equipment requirement.* Contractor shall provide, at its sole expense, all necessary personnel, materials and equipment for the operation, maintenance and repair of the Designated Receiving Facility.
- 6.2 *Designated Receiving Facility.* Contractor shall accept all Materials delivered to the Designated Receiving Facility by the City. The Designated Receiving Facility (Deerfield Beach Recycling and Transfer located at 1751 S.W. 43rd Terrace, Deerfield Beach, FL 33442) may be replaced by the Contractor with a different facility, subject to the City's prior written approval, which approval shall be in the City's sole discretion. In the event Contractor replaces the Designated Receiving Facility with a Designated Receiving Facility that is further from Deerfield City Hall than the Deerfield Beach Recycling and Transfer Designated Receiving Facility, Contractor shall reimburse the City for any incremental costs the City incurs for transportation of the Materials, either directly or indirectly, due to replacement of the Designated Receiving Facility. In lieu of Contractor's reimbursement, the City shall have the right, in its sole discretion, to offset the Disposal Services Charge due with the additional transportation costs the City incurs due to replacement of the Designated Receiving Facility based on the provision of reasonable documentation supporting the additional transportation costs.
- 6.3 *Alternate Designated Receiving Facility.*
- 6.3.1 In the event the Designated Receiving Facility is rendered incapable, for any reason including Force Majeure, to receive the Materials for any length of time, Contractor shall immediately, but in no event more than 24 hours thereafter, provide the City with an alternate designated receiving facility, subject to City's written approval (which shall not be unreasonably withheld), where the City shall be required to deliver the Materials ("Alternate Designated Receiving Facility"). If Contractor fails to provide the City with an Alternate Designated Receiving Facility within 24 hours of incapacity of the Designated Receiving Facility, City may dispose of the Materials at any receiving or disposal facility, and Contractor shall be responsible for any incremental costs the City incurs, including but not limited to collection, disposal and transportation of the Materials. In lieu of Contractor's reimbursement, the City shall have the right, in its sole discretion, to offset the additional costs against the Disposal Services Charge.
- 6.3.2 In the event that the Designated Receiving Facility is rendered incapable to receive the Materials for any length of time for any reason except for Force Majeure or the negligence or intentional misconduct of City, Contractor shall reimburse the City for the costs incurred by the City for any incremental tipping charge amount paid at the Alternate Designated Receiving Facility that exceeds the Disposal Services Charge, and for any incremental costs for collection, disposal and transportation of the Materials to such facility necessitated by the incapacity of Contractor's Designated Receiving Facility. In lieu of Contractor's reimbursement, the City shall have the right, in its sole discretion, to offset the Disposal Services Charge for the additional disposal costs incurred due to the unavailability of Contractor's Designated Receiving Facility.
- 6.3.3 In the event that the Designated Receiving Facility is rendered incapable to receive the Materials for any length of time due to Force Majeure or the negligence or intentional misconduct of City, the City shall not receive any reimbursement for any additional tipping charge paid at the Alternate Designated Receiving Facility or transportation costs necessitated by the incapacity of Contractor's Designated Receiving Facility for a period of 90 days from the conclusion of the event. Thereafter, Contractor shall be responsible for any incremental costs the City incurs, including but not limited to collection, disposal and transportation of the Materials.

- 6.4 *Dates and hours of operation.* Contractor shall keep its Designated Receiving Facility open for the receipt of the Materials from the City from 6:00 a.m. to 6:00 p.m., Monday through Friday, and from 6:00 a.m. to 4:00 p.m. on Saturday, during every day of the year, excluding Christmas and Sundays. To the extent permitted by law and to the extent that capacity is available, Contractor shall use all reasonable efforts to keep the Designated Receiving Facility open for additional hours to accept Materials, if requested by the City. No changes in scheduled receiving hours shall be made without the prior written approval of the Contract Administrator.
- 6.5 *Good working order requirement.* Contractor shall operate and maintain its Designated Receiving Facility, including the site, site roadway, facility scales and tipping floor, in good working order, and shall timely make all necessary repairs and replacements, consistent with the prevailing practices and standards in the waste disposal industry, and consistent with all Applicable Law. The Designated Receiving Facility shall be accessible via an unobstructed paved and improved roadway on Ground Level. Contractor shall monitor and maintain surface conditions of the entrance and egress to the Designated Receiving Facility to mitigate potholes, flooding, or any other obstacles that may cause excessive wear and tear to the City's vehicles.
- 6.6 *Unacceptable Waste.*
- 6.6.1 The City shall institute reasonable procedures to prevent the delivery to the Designated Receiving Facility of Unacceptable Waste by the City. To the extent such procedures would affect the operation of the Designated Receiving Facility; such procedures shall be reasonably acceptable to the Contractor.
- 6.6.2 The Contractor shall cooperate with the City in connection with all matters regarding Unacceptable Waste under this Agreement.
- 6.6.3 If Unacceptable Waste is found within a load of Material delivered by the City or its agents to a Designated Receiving Facility, the Contractor shall immediately inform the Contract Administrator of the delivery location, vehicle number, date, time, and estimated quantity and type of Unacceptable Waste. The Contractor is responsible for properly isolating, containerizing, and disposing of such Unacceptable Waste in accordance with all Applicable Laws governing such waste. If the Contractor has reasonably documented that such Unacceptable Waste was delivered by or on behalf of the City, the cost of managing and disposing of such Unacceptable Waste shall be borne by the City.
- 6.7 *Site Inspections.* The City shall have the right, during the Contractor's hours of operation, to inspect both the operating and maintenance practices of the Designated Receiving Facility or Designated Disposal Facility. The Contractor shall reasonably accommodate the City's inspection rights described herein, provided it does not create a safety hazard. The City shall notify the Contractor at least 24 hours prior to an inspection.
- 6.8 *Disposal Facilities.* Contractor shall utilize the Designated Disposal Facility set forth in **Exhibit "C"** to this Agreement during the Initial Term and any Renewal Term of this Agreement for the disposal of the Materials. The Designated Disposal Facility may be replaced by the Contractor with a different facility, subject to the City's prior written approval, which approval shall be in the City's reasonable discretion. Prior to Contractor's use of any disposal facility in the performance of this Agreement, Contractor shall provide the City with documentation that the disposal facility to be utilized is legally permitted.

- 6.9 *Safety.* Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Disposal Services. Contractor shall comply with the applicable rules and regulations of the Florida Department of Commerce regarding industrial safety (Florida Statutes Section 440.56), the Florida Department of Environmental Protection regarding environmental safety, the standards set forth in the Occupational Safety and Health Act of 1970 (OSHA) and its amendments, and all other laws and regulations applicable to the services provided. Contractor shall take all reasonable precautions and shall provide all reasonable protection to prevent damage, injury or loss to: (i) all City and Contractor employees on the Designated Receiving Facility site and all other persons who may be affected thereby, (ii) all materials and equipment incorporated therein and City equipment that enter the Designated Receiving Facility site, and (iii) other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways medians, structures and utilities.

ARTICLE 7

CONDITIONS PRECEDENT

Prior to Contractor's commencement of Disposal Services pursuant to this Agreement, Contractor shall deliver to City, in a form acceptable to the City in its sole discretion, the following documents within 15 days of execution of this Agreement:

- a) A fully executed Performance Bond or Unconditional Irrevocable Letter of Credit, in a form acceptable to the City, in a face amount equal to one hundred percent (100%) of the annual Agreement amount utilizing FY 2023 tonnage figures (\$4,465,198.00), as surety for Contractor's faithful performance under the terms and conditions of this Agreement; and
- b) All required certificates of insurance as described in Section V of the ITB.

ARTICLE 8

LIQUIDATED DAMAGES

It is the intent of the City to ensure that the Contractor provides a quality level of Disposal Services. The City and Contractor acknowledge and agree that it is impossible to precisely determine the amount of damages that would be incurred by the City due to Contractor's breach, including the circumstances described in this Article for which the Contractor would otherwise be liable. Accordingly, Contractor acknowledges and agrees that the amount of liquidated damages approximate the loss anticipated at the time of execution of this Agreement, and Contractor agrees that the liquidated damages below are reasonable under the circumstances and do not constitute a penalty. Accordingly, the following shall constitute liquidated damages, not penalties, that the City may assess against the Contractor, and may deduct from any monies due or which may become due to the Contractor, for failing to comply with requirements of this Agreement. The City must assert claims for liquidated damages within 30 days of each occurrence it believes allows the City to recover liquidated damages, otherwise such claims are waived as to those occurrences. Contractor shall cure all service failures immediately or within any time limits set forth in this Agreement, regardless of whether liquidated damages are assessed.

- | | | |
|----|--|-----------------------------|
| 1. | Failure to accept Solid Waste during scheduled receiving hours. | \$1,000 per unaccepted load |
| 2. | Failure to provide a daily average delivery vehicle turnaround time that does not exceed 20 minutes. | \$100 per day |

3. Failure to submit timely records and reports. \$100 per calendar day late
4. Failure of Contractor to comply with any other provision of this Agreement related to Disposal Services that is not listed above. \$100 per day

ARTICLE 9

DEFAULT AND TERMINATION

9.1 *Termination for Cause.* In the event the Contractor shall default in any of the terms, obligations, restrictions or conditions in this Agreement, the City shall give the Contractor written notice by registered, certified mail of the default and that such default shall be corrected or actions taken to correct such default shall be commenced within three (3) calendar days thereof. In the event the Contractor has failed to correct the condition(s) of the default or the default is not remedied to the satisfaction and approval of the City, the City shall have all legal remedies available to it, including, but not limited to termination of the Agreement in which case the Contractor shall be liable for any and all damages permitted by law arising from the default and breach of the Agreement. In the event City fails to make payment to Contractor as required under this Agreement, and such payment has not been remedied within 45 days after receipt of notice non-payment, the Contractor may, if such payment breach is continuing, terminate this Agreement upon 60 days written notice to the City of the intent to terminate. In no event, however, shall Contractor be excused from providing the Disposal Services unless and until the Agreement is effectively terminated and any extension rights exercised by the City under Article 4.3 have expired.

9.2 *Termination for Convenience and Creation of Regional Disposal System.* The parties recognize and acknowledge that the City, Broward County, and various other Broward municipalities have entered into an Interlocal Agreement for Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County, Florida (the "ILA"), and the Contractor has familiarized itself with the ILA.

During the Initial Term, this Agreement may not be terminated for convenience by either party. In the event that the Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County, Florida (the "Authority") created pursuant to the ILA has other disposal opportunities available to the City and the City decides to join and participate in the Authority's offerings, and the Authority directs the City to dispose of its waste in a specific method or to a specific location or locations, the City may terminate this Agreement upon 365 days prior written notice to the Contractor.

9.3 *Non-appropriation of Funds.* The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the Agreement into a subsequent fiscal period, regardless of Agreement term, is subject to appropriation of funds, unless otherwise authorized.

ARTICLE 10

INSURANCE

10.1 *Policy limits.* Contractor shall not commence performance under this Agreement until Contractor has obtained all insurance required under this section and such Certificates of Insurance reflecting evidence of the required insurance have been filed with the City Manager.

Contractor shall maintain insurance with minimum policy limits for each coverage as scheduled below, with such coverage per occurrence, single limit, and commencing prior to the commencement of the work and continuing to provide coverage for claims based on occurrences during the Initial Term and any Renewal Term of this Agreement (except for Pollution Liability, which may be provided on a claims made basis) for a minimum of three years from the date of termination or expiration of this Agreement:

General Liability	\$1,000,000/\$2,000,000
Automobile Liability	\$1,000,000/\$2,000,000
Pollution Liability	\$10,000,000/\$10,000,000
Umbrella Coverage	\$5,000,000 (in excess of GL and AL above)
Worker's Compensation	Statutory Amount

- 10.2 *City as additional insured.* The City shall be named as an additional insured on all insurance policies required under this Agreement, except Workers Compensation.
- 10.3 *Insurance company standards.* Policies required under this Agreement shall be issued by companies authorized to do business under the laws of the State of Florida, with a minimum rating from AM Best Company of A- Excellent: FSC VII.
- 10.4 *Notice of cancellation.* Contractor agrees to furnish City with at least 30 days prior written notice of any cancellation of any insurance policy required under this Agreement. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, Contractor shall furnish, at least ten days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension there under is in effect. Contractor shall not continue to work pursuant to this Agreement unless all required insurance remains in full force and effect.
- 10.5 *Premium payment responsibility.* Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject.

ARTICLE 11 **LIABILITY**

- 11.1 Subject to Article 11.2 below, the City and the Contractor shall each be separately liable and responsible for the actions of their respective officers, agents and employees in the performance of their respective obligations under this Agreement. Nothing in this Agreement shall be deemed as a waiver of the City's sovereign immunity protection under Section 768.28, Fla. Stat.
- 11.2 To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold harmless the City, its officers, agents, volunteers, and employees from and against all claims, damages, losses, and expenses, including but not limited to attorney fees, court costs, or other alternative dispute resolution costs arising out of or resulting from the performance of work under this Agreement; provided that any such claims, damages, losses or expenses are attributable to bodily

injury, sickness, disease, death, or personal injury, or property damage; but only to the extent caused in whole or in part by the negligent acts, errors, or omissions of the Contractor, Contractor's subcontractor(s), or anyone directly or indirectly employed or hired by Contractor or anyone for whose acts Contractor may be liable, regardless of whether or not caused in whole or in part by the negligent acts, errors, or omissions of the City its officers, agents, volunteers, or employees, unless such negligent acts, errors, or omissions constitute gross negligence or intentional misconduct. The City reserves the right, but not the obligation, to participate in defense without relieving Contractor of any obligation hereunder. Contractor agrees this indemnity obligation shall survive the completion and termination of the Agreement.

ARTICLE 12 **FORCE MAJEURE**

In the event of an occurrence of a Force Majeure rendering either party unable to perform, or delaying either party from performing in accordance with this Agreement, such inability or delay shall be excused at any time during which compliance with this Agreement is prevented by such event and during such period thereafter as may be reasonably necessary for the party to correct the adverse effect of the Force Majeure. Both parties shall use their best efforts to remedy the cause(es) of any event of Force Majeure and shall cooperate with each other in such efforts. The non-performing party shall diligently attempt to mitigate any such circumstance and shall notify the other party of the extent and anticipated duration of non-performance. In addition to finding and notifying the City of an Alternate Designated Receiving Facility in the event Force Majeure renders the Designated Receiving Facility incapable of receiving the City's Materials, Contractor commits to use all reasonable efforts to reconstruct all or part of the Designated Receiving Facility, which may be physically damaged by an event of Force Majeure should such reconstruction be practicable, commercially and otherwise.

ARTICLE 13 **WASTE DIVERSION**

The City does not currently have plans to separate Commingling Waste during the collection process. During the Term of this Agreement, for the purpose of waste diversion the City may consider modifying its current program to provide for segregated Bulk Trash and Yard Trash. In the event the City modifies its program to separate Commingled Waste into Bulk Trash and Yard Trash processing, Contractor agrees to meet with the City to negotiate in good faith such modification to the City's program.

ARTICLE 14 **MISCELLANEOUS**

- 14.1 *Joint preparation.* 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.
- 14.2 *Merger/Amendment.* This Agreement, including the terms of the ITB, includes all prior negotiations, correspondence, agreements or understandings applicable to the matters contained herein; and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written. It is further agreed that no change, amendment, alteration or modification in the terms and conditions contained herein shall be

effective unless contained in a written document executed with the same formality and of equal dignity herewith by all parties to this Agreement.

- 14.3 *Assignment.* Except as provided herein, the Contractor may not assign its obligations as set forth in this Agreement without the prior written consent of the City. The Contractor may (i) without the consent of the City, (a) assign or pledge Contractor's interest in this Agreement in connection with any financing or re-financing activity or (b) assign this Agreement to another affiliate of Contractor (provided that the City shall have the right to request a parent company guaranty); and (ii) with the consent of the City, which may be withheld in City's sole discretion, assign this Agreement in connection with a sale or assignment of its interest in the Designated Receiving Facility, provided that Contractor can reasonably demonstrate that the assignee has a financial strength which is equal to or better than that of Contractor at the time of the proposed assignment. This Agreement shall be binding on any and all successors to Contractor.
- 14.4 *Public Records.* Contractor agrees to comply with all of the requirements of the Florida Public Records Act. Specifically, Contractor shall:
1. Keep and maintain public records required by the City to perform the Disposal Services.
 2. 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.
 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the City.
 4. Upon completion of this Agreement or in the event of termination of this Agreement by either party, transfer, at no cost, to the City all public records in possession of the Contractor within 7 business days of completion or termination of this Agreement. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency. Once the public records have been delivered to the City upon completion or termination of this Agreement, Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-480-4213, EMAIL ADDRESS WEB.CLERK@DEERFIELD-BEACH.COM OR MAILING ADDRESS 150 N.E. 2ND AVE. DEERFIELD BEACH, FL 33441.

- 14.5 *Audit and inspection rights and retention of records.* During normal business hours, City shall have the right to audit the books, records and accounts of Contractor that document and substantiate Contractor's performance under this Agreement. Contractor shall keep such books, records, and accounts reasonably required to document and substantiate Contractor's performance under this Agreement, including, but not limited to, records concerning calibration of the motor truck scales and the monthly reports required under Article 3.7.

Contractor shall preserve and make available, at reasonable times for examination and audit by City, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Fla. Stat.), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement, unless litigation involving this Agreement or the Disposal Services is commenced prior to expiration of such three year period, in which case the records shall be retained by Contractor until all such litigation or claims involving the records have been resolved. Such retention of such records and documents shall be at Contractor's expense. 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. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for disallowance and recovery of any payment upon such entry. Except as otherwise provided herein, the City and Contractor shall each maintain their own respective records and documents associated with this Agreement in accordance with the requirements for records retention set forth in Chapter 119, Florida Statutes.

- 14.6 *Governing law and venue.* This Agreement shall be governed, construed and controlled according to the laws of the State of Florida. Any claim, objection or dispute arising out of the terms of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida. The parties expressly waive all rights to trial by jury for any disputes arising from or in any way connected with this Agreement. The parties understand and agree that this waiver is a material contract term. If either party is required to enforce this Agreement by court proceedings or otherwise, whether or not formal action is required, each party shall pay its own attorney's fees and costs.
- 14.7 *Severability.* In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provision shall continue to be effective.
- 14.8 *Independent contractor.* Contractor is an independent contractor under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of Contractor. In providing such services, neither Contractor nor its agents shall act as officers, employees or agents of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of Contractor. This Agreement shall not constitute or make the parties a partnership or joint venture.
- 14.9 *Notices.* Whenever either party desires to give notice to the other, such notice must be in writing and sent by United States mail, return receipt requested, courier, evidenced by a delivery receipt or by an overnight express delivery service addressed to the party for whom it is intended at the place last specified; and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice. Notice shall be effective upon delivery.

FOR CONTRACTOR:

Waste Connections of Florida, Inc.
Attn: District Manager

FOR THE CITY:

City of Deerfield Beach
150 NE 2nd Avenue

3840 NW 37th Ct.
Miami, FL 33142

Deerfield Beach, FL 33441
Attn: Sustainable Management Director;
City Manager

With a copy to:

Waste Connections
3 Waterway Square Place
Suite 110
The Woodlands, TX 77380
Attn: Legal Department

With a copy to:

Weiss Serota Helfman
Cole & Bierman, P.L.
2255 Glades Road, Suite 200E
Boca Raton, FL 33431
Attn: Anthony Soroka, Esq.

- 14.10 *Third party beneficiaries.* Neither the City nor Contractor intend that any person shall have a cause of action against either of them as a third party beneficiary under this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement. The parties expressly acknowledge that is not their intent to create any rights or obligations in any third person or entity under this Agreement.
- 14.11 *Priority of provision.* If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 14 of this Agreement shall prevail and be given effect.
- 14.12 *Compliance with laws.* The parties shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.
- 14.13 *Multiple originals.* This Agreement may be fully executed in five (5) copies by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.
- 14.14 *Further Assurances.* The City and the Contractor agree to execute and deliver any instruments and perform any acts that may be reasonably necessary or reasonably requested in order to give full effect to this Agreement.

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**AGREEMENT BY AND BETWEEN THE CITY OF DEERFIELD BEACH, FLORIDA AND
WASTE CONNECTIONS OF FLORIDA, INC. FOR SOLID WASTE, COMMINGLED WASTE
AND CONSTRUCTION AND DEMOLITION DEBRIS DISPOSAL SERVICES**

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: City, signing by and through its Mayor, attested to and duly authorized to execute same by the City Commission of the City of Deerfield Beach and by the Contractor, by and through its _____, attested to and duly authorized to execute same.

CITY

ATTEST:

CITY OF DEERFIELD BEACH

Heather Montemayor, City Clerk

By: _____
Bill Ganz, Mayor

Date: _____

APPROVED AS TO FORM AND LEGALITY
FOR THE USE OF AND RELIANCE BY THE
CITY OF DEERFIELD BEACH ONLY:

City Attorney
Weiss Serota Helfman Cole & Bierman, P.L.

(CITY SEAL)

CONTRACTOR

WASTE CONNECTIONS OF FLORIDA, INC.

Witnesses:

By: _____

Date: _____

**AGREEMENT BY AND BETWEEN THE CITY OF DEERFIELD BEACH, FLORIDA AND
WASTE CONNECTIONS OF FLORIDA, INC. FOR SOLID WASTE, COMMINGLED WASTE
AND CONSTRUCTION AND DEMOLITION DEBRIS DISPOSAL SERVICES**

EXHIBIT "A"

DISPOSAL SERVICES CHARGE

The City shall compensate the Contractor the per-ton disposal service fee for each inbound ton of Material delivered to the Designated Receiving Facility each month. The line item per-ton prices below for Solid Waste, Commingled Waste and C&D debris are inclusive of all costs, including but not limited to receipt, processing, management, and/or final disposal.

- | | | |
|-----|---|------------------------|
| 2.1 | Solid Waste Disposal Service Fee: | \$59.00 per ton |
| 2.2 | Commingled Waste Disposal Service Fee: | \$59.00 per ton |
| 2.3 | Construction and Demolition Debris Disposal Service Fee: | \$59.00 per ton |

**AGREEMENT BY AND BETWEEN THE CITY OF DEERFIELD BEACH, FLORIDA AND
WASTE CONNECTIONS OF FLORIDA, INC. FOR SOLID WASTE, COMMINGLED WASTE
AND CONSTRUCTION AND DEMOLITION DEBRIS DISPOSAL SERVICES**

EXHIBIT “B”

DISPOSAL SERVICES CHARGE ADJUSTMENT

On October 1, 2024 and October 1 of each subsequent year during the term of this Agreement, the disposal service charges set forth in Exhibit “A” may be adjusted as follows:

One hundred percent (100%) of the rate adjustment shall be based on the percentage change in the average monthly Consumer Price Index (CPI) from April through March the prior year (CPI1) and the average monthly CPI from April through March in the current year (CPI2). The index used shall be the CPI for All Urban Consumers; South Urban Region; All Items, not seasonally adjusted, 1982-1984=100 reference base, published by the United States Department of Labor, Department of Labor Statistics (Series ID = CUUR0300SA0).

If any of the designated indices are discontinued or substantially altered, the City may select another relevant price index published by the United States Government or by a reputable publisher of financial and economic indices.

The total service fee adjustment shall be rounded to the nearest hundredth of a percent and in any given year shall not exceed five percent (5.00%) more than the previous service fee and shall not result in a reduction in the service fee from the prior year.

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**AGREEMENT BY AND BETWEEN THE CITY OF DEERFIELD BEACH, FLORIDA AND
WASTE CONNECTIONS OF FLORIDA, INC. FOR SOLID WASTE, COMMINGLED WASTE
AND CONSTRUCTION AND DEMOLITION DEBRIS DISPOSAL SERVICES**

EXHIBIT "C"

DESIGNATED RECEIVING FACILITY

Deerfield Beach Recycling and Transfer - Designated Receiving Facility

1751 S.W. 43rd Terrace
Deerfield Beach, FL 33442

DESIGNATED DISPOSAL FACILITY

J.E.D. Solid Waste Management Facility

1501 Omni Way
St Cloud, FL 34773

**LITTER AND TRAFFIC MITIGATION AGREEMENT BY AND BETWEEN THE CITY OF
DEERFIELD BEACH, FLORIDA AND WASTE CONNECTIONS OF FLORIDA, INC.**

This Agreement ("Agreement") is made and entered into this ____ day of December, 2023, by and between the City of Deerfield Beach, Florida, a municipal corporation of the State of Florida (hereinafter referred to as the "City") and Progressive Waste Solutions of FL, Inc., a Delaware corporation doing business as Waste Connections of Florida (hereinafter referred to as "Contractor").

WHEREAS, the City issued Invitation to Bid #2017-18/13, and associated addenda, (the "ITB") seeking bids from qualified firms for certain specified solid waste and recycling disposal services, in accordance with the terms, covenants and specifications set forth in the ITB; and

WHEREAS, on March 20, 2018, the City Commission approved the award of the ITB for the Solid Waste, Commingled Waste and Construction and Demolition Debris disposal services specified therein (collectively, the "Disposal Services") to Contractor as the lowest priced responsive and responsible bidder; and

WHEREAS, the City and Contractor executed an agreement, dated May 21, 2018, for Contractor to provide the Disposal Services for the City (the "2018 Agreement") for a five year term, and the 2018 Agreement was extended for a 180 day period expiring on December 27, 2023; and

WHEREAS, the City and Contractor executed an agreement, dated _____, 2023, for Contractor to continue to provide the Disposal Services for the City (the "Disposal Agreement") contingent on the parties entering into an agreement for litter and traffic mitigation; and

WHEREAS, Contractor and the City desire to enter into this Agreement to address litter and traffic impacts in connection with the Disposal Agreement; and

NOW THEREFORE, in consideration of the mutual covenants, promises, terms and conditions set forth herein and in the Disposal Agreement, the receipt and sufficiency of which the parties expressly acknowledge, Contractor and the City do hereby agree as follows:

1. **Recitals.** The above referenced Whereas clauses are true and correct and made a part hereof.
2. **Litter and Traffic Mitigation.** In order to assist the City with litter and traffic impacts that may result from implementation of the Disposal Agreement, and in recognition of Contractor's Designated Receiving Facility being located in the City, Contractor agrees to pay to the City \$10,000.00 per year for each year of the term of this Agreement (the "Mitigation Payment"), subject to the conditions in this Agreement.

The Mitigation Payment shall be due to the City within 30 days of Contractor's execution of the Disposal Agreement, and by January 1 of each year thereafter during the term of the Disposal Agreement, as may be renewed or extended.

3. **Term.** The initial term of this Agreement shall commence upon execution by the City and Contractor and shall continue until December 27, 2026. In the event the Disposal Agreement is renewed or extended or otherwise modified to adjust the term of the Disposal Agreement, the term of this Agreement shall be deemed automatically renewed, extended or modified to run coterminous with the term of the Disposal Agreement, effective on the same date as the modification to the term of the Disposal Agreement. All renewal and extension periods shall run consecutively so as to

make this Agreement continuous in operation from beginning to termination. In the event the Disposal Agreement is terminated pursuant to the terms thereof, this Agreement shall terminate effective on the same date as the termination of the Disposal Agreement.

4. **Default.** In the event Contractor fails to timely make the Mitigation Payment required in this Agreement, such failure shall be considered a Contractor default under the Disposal Agreement and shall entitle the City to the remedies for Contractor default under the Disposal Agreement, and such other remedies available under applicable law.
5. **Assignment.** This Agreement shall be binding on any and all successors to Contractor under the Disposal Agreement.
6. **Severability.** In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provision shall continue to be effective.
7. **Governing law and venue.** This Agreement shall be governed, construed and controlled according to the laws of the State of Florida. Any claim, objection or dispute arising out of the terms of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida. The parties expressly waive all rights to trial by jury for any disputes arising from or in any way connected with this Agreement. The parties understand and agree that this waiver is a material contract term.
8. **Third party beneficiaries.** Neither the City nor Contractor intend that any person shall have a cause of action against either of them as a third party beneficiary under this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

[THE REMINADER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

**LITTER AND TRAFFIC MITIGATION AGREEMENT BY AND BETWEEN THE CITY OF
DEERFIELD BEACH, FLORIDA AND WASTE CONNECTIONS OF FLORIDA, INC.**

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: City, signing by and through its Mayor, attested to and duly authorized to execute same by the City Commission of the City of Deerfield Beach and by the Contractor, by and through its _____, attested to and duly authorized to execute same.

CITY

ATTEST:

CITY OF DEERFIELD BEACH

Heather Montemayor, City Clerk

By: _____
Bill Ganz, Mayor

Date: _____

APPROVED AS TO FORM AND LEGALITY
FOR THE USE OF AND RELIANCE BY THE
CITY OF DEERFIELD BEACH ONLY:

City Attorney
Weiss Serota Helfman Cole & Bierman, P.L.

(CITY SEAL)

CONTRACTOR

WASTE CONNECTIONS OF FLORIDA, INC.

Witnesses:

By: _____

Date: _____



November 14, 2023

VIA E-MAIL

Mr. Chad Grecsek
Director of Sustainability
City of Deerfield Beach
401 SW 4th Street
Deerfield Beach, FL 33441

Re: Solid Waste Disposal Pricing Proposal

Dear Mr. Grecsek:

As you know, Waste Connections has had the privilege of being the City of Deerfield Beach's solid waste disposal vendor for many years. You have asked us to provide the City solid waste disposal pricing that would begin in December 28, 2023, after the expiration of the existing agreement.

Based on your request, and after a careful review of the market, Waste Connections of Florida makes this offer to the City of Deerfield Beach of disposal capacity for solid waste only at our Deerfield Beach Transfer Station (the current location, no changes for your trucks would be required) for a price of \$59.00 per ton. The waste streams included would be commercial waste, residential waste, bulk waste, yard waste, and construction & demolition, no hazardous or special waste. While general terms will need to be negotiated after your Commission approves the proposal in December, Waste Connections proposes that at a minimum the following terms be included:

1. The Agreement is for a term of 3-years provided both parties agree to this negotiated deal. Any renewals would need to be by mutual agreement.
2. No early termination, and no termination for convenience.
3. Beginning on October 1, 2024, and on October 1 of each subsequent year during any term of the Agreement, the increase (CPI) of disposal service charges shall be 100% of the applicable CPI and not exceed five percent (5.00%). Per ton disposal fees are subject to CPI adjustments within 30 days written notice of such adjustment. Further, the CPI calculation of the disposal price per ton shall never result in a reduction, the disposal price adjustment shall always be equal to or greater than zero.
4. No Most Favored Nation pricing provision.
5. No piggybacking permitted
6. The commercial and residential solid waste tons are committed to Waste Connections for the term of the agreement and may not be diverted elsewhere.
7. Litter and Traffic Mitigation Agreement terminates on December 31, 2023.

We look forward to a continued relationship that we have enjoyed with the City over the years. If you should have any additional, questions please do not hesitate in giving me a call.

Respectfully submitted,

Jason Pepitone
Government Affairs Manager



Waste Management Inc. of Florida

1800 N. Military Trail, Suite 201

Boca Raton, FL 33431

November 27, 2023

Via E-Mail

Chad Grecsek
Director of Sustainable Management
City of Deerfield Beach
401 SW 4th Street
Deerfield Beach, FL 33441
cgrecsek@deerfield-beach.com

Re: WM Disposal Proposal for C&D and Bulk Material for the City of Deerfield Beach, FL

Dear Mr. Grecsek,

In response to your request for disposal services, and as per our conversations, WM proposes the following key terms and conditions (among other mutually agreeable terms and conditions, as needed) for disposal services for C&D and Bulk Material (we understand that the City has opted for another vendor for MSW disposal) for the City of Deerfield Beach, FL:

- \$54.00 per ton for C&D and Bulk Materials delivered to the WM Deerfield East facility for processing. Final disposal will be at Monarch Hill landfill.
- Term: One (1) year initial term, with nine (9), one (1)-year renewal options by mutual agreement.
- CPI Water, Sewer and Trash annual increases capped at 5%.
- Removal of Most Favored Nation language from the agreement

With regard to our proposal for a one-year initial term and one-year renewal options, as you are aware, WM is currently in the process of having a Land Use Plan Amendment (LUPA) considered by Broward County. If our LUPA application and subsequent permitting applications are approved – thereby allowing WM to increase the capacity at Monarch Hill Landfill – then WM would be able to provide future capacity to the City for its C&D and bulk material during subsequent contract terms.

However, at this time, with the uncertain status of permitting and zoning approvals, WM cannot commit to a longer contract term. We anticipate the City understands our limitations and the need for additional capacity at Monarch Hill Landfill, and hope that WM and the City can continue to work together to serve the City's needs.

Thank you for the opportunity to submit our proposal for your consideration. Should you have any questions or require additional information, please feel free to contact me at bherrera@wm.com or at 954-856-7192.

Sincerely,

Barbara Herrera

Barbara Herrera
Government Affairs Manager
Waste Management Inc. of Florida

Cc: Rick Kania, Area Director. Revenue Management, WMIF
Lisa McNeight, Area Director of Public Sector Solutions, WMIF
Luigi Pace, Area Manager of Public Sector Solutions, WMIF
Matthew Orr, Area Director of Disposal Operations, WMIF



Barbara Herrera
Waste Management Inc. of Florida
2380 College Avenue
Davie, FL 33317
M: 954-856-7192
bherrera@wm.com

October 19, 2023

Via E-Mail and Demandstar

Attn: Paul Collette
Senior Buyer
Purchasing & Contract Admin. Division
City of Deerfield Beach
401 S.W. 4th Street, Bldg. A
Deerfield Beach, FL 33441
pcollette@deerfield-beach.com

Re: Statement of "No Bid" from Waste Management Inc. of Florida / Re: City of Deerfield Beach ITB 23-33-PC, "Solid Waste Disposal and Recyclables Processing Services."

Dear Mr. Collette,

Waste Management Inc. of Florida (WMIF) has been a leader in providing comprehensive solid waste services in Broward County for over fifty (50) years. We read the above-referenced ITB thoroughly and with great interest as we always welcome the opportunity to develop partnerships and appreciate your invitation to participate in this important process.

However, as it applies to this ITB, WMIF must regretfully return a "No Bid" response for these services. Upon much review and internal discussion, we determined that WMIF is not the right provider for the services requested in the ITB for several reasons, including due to the following provision:

- Section IV, "Special Terms and Conditions", Subsection 7, "Most Favored Pricing and Material Terms"
 - While the City opted to amend the language in this section (as per Addendum 1) to make the Most Favored Pricing applicable only to Broward County, these terms would restrict our ability to negotiate disposal and processing rates with future partners in a manner that is fair and reflective of current market conditions.

Should you have any questions, please do not hesitate to contact me directly at 954-856-7192 or bherrera@wm.com. We thank you again for inviting us to participate in this process and request that you keep us on your bidder list for future opportunities.

Sincerely,

Barbara Herrera

Barbara Herrera
Government Affairs Manager
Waste Management Inc. of Florida

Cc: Chad Grecsek, Director of Public Works, City of Deerfield Beach, FL
Lisa McNeight, Area Director, Public Sector Solutions, WMIF
Luigi Pace, Area Manager, Public Sector Solutions, WMIF

Paul Collette

From: Herrera, Barbara <bherrera@wm.com>
Sent: Thursday, October 19, 2023 2:13 PM
To: Paul Collette
Cc: Chad Grecsek
Subject: FW: Deerfield Beach ITB 23-33-PC, "Solid Waste Disposal and Recyclables Processing Services" / WMIF Statement of "No Bid"
Attachments: WM Statement of No Bid - Deerfield Beach ITB 23-33-PC FINAL 10-19-23.pdf

Good Afternoon, Mr. Collette,

In light of the City's decision to extend the deadline for the above-referenced ITB, WMIF has retracted the "No Bid" response from the e-procurement site. Accordingly, please consider the attached statement retracted.

Thank you,

Barbara Herrera

Barbara Herrera
Government Affairs Manager
Waste Management Inc. of Florida
bherrera@wm.com

C: 954-856-7192
2380 College Avenue
Davie, FL 33317



Access WM 24/7
with [My WM](#)



From: Herrera, Barbara
Sent: Thursday, October 19, 2023 1:47 PM
To: pcollette@deerfield-beach.com
Cc: cgrecsek@deerfield-beach.com
Subject: Deerfield Beach ITB 23-33-PC, "Solid Waste Disposal and Recyclables Processing Services" / WMIF Statement of "No Bid"

Good Afternoon, Mr. Collette,

Please know that Waste Management Inc. of Florida (WMIF) has submitted a statement of "No Bid" for the above-referenced ITB via the e-procurement site and I am attaching it herein for your records.

Thank you for the opportunity to participate in this important process. WMIF looks forward to future solicitation opportunities from the City of Deerfield Beach.

Sincerely,

Barbara Herrera

Barbara Herrera

Government Affairs Manager
Waste Management Inc. of Florida
bherrera@wm.com

C: 954-856-7192
2380 College Avenue
Davie, FL 33317



Access WM 24/7
with [My WM](#)



Recycling is a good thing. Please recycle any printed emails.



Barbara Herrera
Waste Management Inc. of Florida
2380 College Avenue
Davie, FL 33317
M: 954-856-7192
bherrera@wm.com

October 23, 2023

Via E-Mail and Ion Wave

Attn: Paul Collette
Senior Buyer
Purchasing & Contract Admin. Division
City of Deerfield Beach
401 S.W. 4th Street, Bldg. A
Deerfield Beach, FL 33441
pcollette@deerfield-beach.com

Re: Statement of "No Bid" from Waste Management Inc. of Florida / Re: City of Deerfield Beach
ITB 23-33-PC, "Solid Waste Disposal and Recyclables Processing Services."

Dear Mr. Collette,

Waste Management Inc. of Florida (WMIF) has been a leader in providing comprehensive solid waste services in Broward County for over fifty (50) years. We read the above-referenced ITB thoroughly and with great interest as we always welcome the opportunity to develop partnerships and appreciate your invitation to participate in this important process.

However, as it applies to this ITB, WMIF must regretfully return a "No Bid" response for these services. Upon much review and internal discussion, we determined that WMIF is not the right provider for the services requested in the ITB for several reasons, including due to the following provision:

- Section IV, "Special Terms and Conditions", Subsection 7, "Most Favored Pricing and Material Terms"
 - While the City opted to amend the language in this section (as per Addendum 1) to make the Most Favored Pricing applicable only to Broward County, these terms would restrict our ability to negotiate disposal and processing rates with future partners in a manner that is fair and reflective of current market conditions.

Should you have any questions, please do not hesitate to contact me directly at 954-856-7192 or bherrera@wm.com. We thank you again for inviting us to participate in this process and request that you keep us on your bidder list for future opportunities.

Sincerely,

Barbara Herrera

Barbara Herrera
Government Affairs Manager
Waste Management Inc. of Florida

Cc: Chad Grecsek, Director of Public Works, City of Deerfield Beach, FL
Lisa McNeight, Area Director, Public Sector Solutions, WMIF
Luigi Pace, Area Manager, Public Sector Solutions, WMIF



WASTE CONNECTIONS, INC.
Connect with the Future

Waste Connections of Florida, Inc.
3840 NW 37th Court
Miami, FL 33142

October 12, 2023

VIA E-MAIL DELIVERY (pcollette@deerfield-beach.com)

Paul Collette, Senior Buyer
City of Deerfield Beach
401 SW 4th Street
Deerfield Beach, FL 33441

Re: No-Bid Letter

Dear Mr. Collette:

Waste Connections of Florida, Inc. ("Waste Connections") has been a proud vendor to the City of Deerfield Beach, (the "City") for many years under an agreement for the very work covered by the Invitation to Bid Solid Waste Disposal and Recyclables Processing Services, ITB No. 23-33-PC, (the "ITB").

I write to inform the City that Waste Connections declines at this time to provide a bid under the ITB.

Should the ITB not move forward, or the City would like to revisit an extension of our existing agreement on updated terms, Waste Connections would be happy to discuss the options available to the City. If you have any questions or comments, please do not hesitate to contact me.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Jason Pepitone', is written over the typed name.

Jason Pepitone
Government Affairs Manager



WASTE CONNECTIONS, INC.
Connect with the Future

Waste Connections of Florida, Inc.
3840 NW 37th Court
Miami, FL 33142

October 19, 2023

VIA E-MAIL DELIVERY (pcollette@deerfield-beach.com)

Paul Collette, Senior Buyer
City of Deerfield Beach
401 SW 4th Street
Deerfield Beach, FL 33441

Re: No-Bid Letter

Dear Mr. Collette:

Waste Connections of Florida, Inc. ("Waste Connections") has been a proud vendor to the City of Deerfield Beach, (the "City") for many years under an agreement for the very work covered by the Invitation to Bid Solid Waste Disposal and Recyclables Processing Services, ITB No. 23-33-PC, (the "ITB").

I write to inform the City that Waste Connections declines at this time to provide a bid under the extended ITB.

Should the ITB not move forward, or the City would like to revisit an extension of our existing agreement on updated terms, Waste Connections would be happy to discuss the options available to the City. If you have any questions or comments, please do not hesitate to contact me.

Respectfully submitted,

Jason Pepitone
Government Affairs Manager

Paul Collette

From: Grant Smith <gsmith@strategysmith.com>
Sent: Thursday, October 19, 2023 2:17 PM
To: Paul Collette
Cc: Anthony Soroka
Subject: Withdrawal of No-Bid Letter from Waste Connections
Attachments: Deefield portal snapshot- 10-19-23 2 00pm closed[1].pdf

Gentlemen, see attached. The bid was officially designated as "closed" on the City's bidding platform. My client, then tendered a no-bid letter. Subsequent to that, we received an email that the response date had been extended until October 26, 2023. On behalf of my client, Waste Connections of Florida, Inc., I respectfully request that since the due date has been extended and the time to withdraw a response to the ITB is also thereby extended, that the No-Bid Letter tendered on October 19, 2023 is hereby withdrawn.

Please confirm receipt of this notice of withdrawal.

Thank you in advance for your attention to this matter.

Grant

Grant J. Smith, Esq.
StrategySmith, P.A.
401 East Las Olas Boulevard
Suite 130-120
Fort Lauderdale, FL 33301
Phone - 954.328.9064

From: Grant Smith <gsmith@strategysmith.com>
Date: Thursday, October 19, 2023 at 2:00 PM
To: Paul Collette <pcollette@deerfield-beach.com>
Cc: Grant Smith <gsmith@strategysmith.com>
Subject: No-Bid Letter from Waste Connections

Attached, please find a no – bid letter sent on behalf of Waste Connections.

Grant

Grant J. Smith, Esq.
StrategySmith, P.A.
401 East Las Olas Boulevard
Suite 130-120
Fort Lauderdale, FL 33301



WASTE CONNECTIONS, INC.
Connect with the Future

Waste Connections of Florida, Inc.
3840 NW 37th Court
Miami, FL 33142

October 26, 2023

VIA E-MAIL DELIVERY (pcollette@deerfield-beach.com)

Paul Collette, Senior Buyer
City of Deerfield Beach
401 SW 4th Street
Deerfield Beach, FL 33441

Re: No-Bid Letter

Dear Mr. Collette:

Waste Connections of Florida, Inc. ("Waste Connections") has been a proud vendor to the City of Deerfield Beach, (the "City") for many years under an agreement for the very work covered by the Invitation to Bid Solid Waste Disposal and Recyclables Processing Services, ITB No. 23-33-PC, (the "ITB").

I write to inform the City that Waste Connections declines at this time to provide a bid under the twice extended ITB.

Should the ITB not move forward, or the City would like to revisit an extension of our existing agreement on updated terms, Waste Connections would be happy to discuss the options available to the City. If you have any questions or comments, please do not hesitate to contact me.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Jason Pepitone'.

Jason Pepitone
Government Affairs Manager

RESOLUTION NO. 2021/115

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, OPPOSING AND URGING BROWARD COUNTY TO DENY THE PROPOSED AMENDMENT TO THE BROWARD COUNTY COMPREHENSIVE PLAN, BROWARD COUNTY MUNICIPAL SERVICE DISTRICT FUTURE LAND USE ELEMENT MAP SERIES, CHANGING THE FUTURE LAND USE DESIGNATION OF THE FORMER WHEELABRATOR NORTH RESOURCE RECOVERY FACILITY FROM ELECTRICAL GENERATION FACILITY FUTURE LAND USE DESIGNATION TO INDUSTRIAL FUTURE LAND USE DESIGNATION; DIRECTING THE CITY CLERK TO TRANSMIT A CERTIFIED COPY OF THIS RESOLUTION TO THE BROWARD COUNTY COMMISSION AND BROWARD MUNICIPALITIES; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Waste Management, Inc. of Florida (“Waste Management”) has applied to change the future land use designation of the 24.2 acre site located on the south side of Wiles Road, west of North Powerline Road (the “Site”) from electrical generation facility future land use designation to industrial future land use designation (the “Proposed Amendment”); and

WHEREAS, the Site is the former Wheelabrator North Resource Recovery Facility that is owned and operated by Waste Management, adjacent to the Monarch Hill Landfill; and

WHEREAS, the primary use of the Site was a waste to energy plant that is no longer operating; and

WHEREAS, the Proposed Amendment would enable Waste Management to expand the existing landfill at Monarch Hill; and

WHEREAS, the Proposed Amendment would replace an environmentally friendly resource recovery facility use (waste to energy) with a use providing for increased landfilling of trash; and

WHEREAS, the City is also particularly concerned with quality of life impacts on the surrounding neighborhoods (ex. odor and noise), water and air quality, groundwater impacts and resources, transportation impacts, and the negative impacts on recycling and resource recovery that will likely result from adoption of the Proposed Amendment is adopted; and

WHEREAS, the existing landfill at Monarch Hill has degraded the water quality in the aquifer beneath the Site, and the expansion of a landfill at the Site will increase the additional adverse impacts on South Florida’s only potable aquifer; and

WHEREAS, the City Commission finds it to be in the best interests of the City to oppose the Proposed Amendment.

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

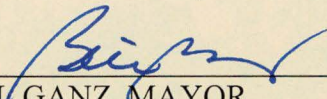
Section 1. The above referenced "Whereas" clauses are true and correct and made a part of this Resolution.

Section 2. The City Commission opposes the Proposed Amendment and urges the Broward County Commission to deny the Proposed Amendment.

Section 3. The City Clerk is directed to transmit a certified copy of this Resolution to the Broward County Commission and Broward municipalities.

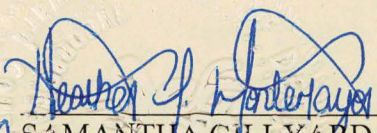
Section 4. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 20TH DAY OF JULY, 2021.



BILL GANZ, MAYOR

ATTEST:


for SAMANTHA GILLYARD, CITY CLERK



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2023-2235

Agenda Date: 12/12/2023

Status: DEPARTMENTAL BUSINESS

In Control: City Commission

Title

ORDINANCE 2023/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING ARTICLE I "IN GENERAL" OF CHAPTER 66 "TRAFFIC AND VEHICLES" OF THE CITY CODE OF ORDINANCES TO CREATE SECTION 66-2 "SPEED DETECTION SYSTEMS FOR ENFORCEMENT OF SCHOOL ZONE SPEED LIMITS" TO AUTHORIZE THE PLACEMENT AND INSTALLATION OF SPEED DETECTION SYSTEM ON ROADWAYS MAINTAINED AS SCHOOL ZONES; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

Recommended Action

Commission to vote on Ordinance and set public hearing date for January 9, 2024.

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

In 2018, national traffic studies revealed that Florida has the second-most dangerous school zones in the nation (CA was the worst). Over the next couple of years, the Florida Legislature, consulting with the Florida Sheriff's Association and the Florida Police Chiefs Association, tailored legislation (HB657) that was passed and signed by the Governor. This law to address school zone safety became effective July 1, 2023, and allows for automated speed enforcement using sophisticated camera technology on school days, beginning 30 minutes before the school day starts until 30 minutes after the school day ends. Alleged violations are reviewed by law enforcement, and once confirmed, vehicles traveling at least 10 mph over the speed limit are issued a citation in the amount of \$100. By statute, those funds are distributed as follows: 20% to the Florida General Fund; 3% to Florida Department of Law Enforcement (FDLE) Criminal Justice Standards and Training Commission (CJSTC); 12% to the School Board of Broward County (SBBC) for security, safety, and school walking routes improvements; 5% to the City School Crossing Guard Program for training, recruitment, and retention; and 60% to the City for Public Safety. The costs associated with the implementation and operation of this program are paid out of the funds allocated to the City for Public Safety; thus this safety initiative is cost neutral to the City.

In October 2023, a traffic study was conducted at each of the 7 schools within the City. Of the 47,661 vehicles traveling in the designated school zones on a given school day, there were 6,459 (13.6%) vehicles traveling at least 11mph in excess of the posted speed limit. Based on available data, this type of program typically results in a 50-90% reduction in violators, depending on the specific roadways involved and the particular jurisdiction.

Current Activity

The enclosed Ordinance has been prepared for the City Commission's consideration. This Ordinance will allow the City to implement this cost neutral initiative intended to dramatically increase safety in all

of our school zones through an unbiased, fair, and continuous enforcement of speed limits throughout the school day as permitted by state law.

Recommendation

Approval is recommended.

ORDINANCE NO. 2023/

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING ARTICLE I “IN GENERAL” OF CHAPTER 66 “TRAFFIC AND VEHICLES” OF THE CITY CODE OF ORDINANCES TO CREATE SECTION 66-2 “SPEED DETECTION SYSTEMS FOR ENFORCEMENT OF SCHOOL ZONE SPEED LIMITS” TO AUTHORIZE THE PLACEMENT AND INSTALLATION OF SPEED DETECTION SYSTEMS ON ROADWAYS MAINTAINED AS SCHOOL ZONES; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE

WHEREAS, Chapter 66 of the City Code of Ordinances (the “City Code”) establishes local regulations relating to traffic and vehicles within the City; and

WHEREAS, during the 2023 State Legislative Session, the Florida Legislature passed and adopted Florida House Bill 657 (“HB 657”), which provides that a municipality may enforce the applicable speed limit on a roadway properly maintained as a school zone through the use of a speed detection system; and

WHEREAS, on May 31, 2023, Governor Ron DeSantis signed HB 657 into law, which is codified as Chapter 2023-174, Laws of Florida; and

WHEREAS, a “speed detection system” is defined in Section 316.003, Florida Statutes, as a “portable or fixed automated system used to detect a motor vehicle’s speed using radar or LiDAR and to capture a photograph or video of the rear of a motor vehicle that exceeds the speed limit in force at the time of the violation”; and

WHEREAS, HB 657 authorizes municipalities to enforce applicable speed limits in school zones during school sessions “through the use of a speed detection system for the detection of speed and capturing of photographs or videos for violations in excess of 10 miles per hour over the speed limit in force at the time of the violation”; and

WHEREAS, HB 657 further authorizes municipalities to place or install, or contract with a vendor to place or install, “a speed detection system within a roadway maintained as a school zone as provided in Section 316.1895 to enforce unlawful speed violations”; and

WHEREAS, HB 657 directs municipalities to post signage “indicating photographic or video enforcement of the school zone speed limits,” which “shall clearly designate the time period during which the school zone speed limits are enforced using a speed detection system and must meet the placement and installation specifications established by the Florida Department of Transportation”; and

WHEREAS, a municipality that operates school zone speed detection systems must annually report the results of all systems within the City’s jurisdiction by placing the required report on an agenda of a regular or special meeting of the City’s governing body; and

WHEREAS, HB 657 provides that a municipality may authorize a traffic infraction enforcement officer under Section 316.640, Florida Statutes, to issue uniform traffic citations for violations of Sections 316.1895 and 316.183 as authorized by Section 316.008(9), Florida Statutes, and further regulates how such notices of violation shall be sent and what information such notices must include; and

WHEREAS, HB 657 further provides for penalties to be assessed and remitted to various entities, as well as for a process whereby individuals who receive notices of violation may request a hearing; and

WHEREAS, HB 657 prescribes that a municipality electing to authorize traffic infraction enforcement officers to issue uniform traffic citations “must designate by resolution existing staff to serve as the clerk to the local hearing officer”; and

WHEREAS, HB 657 provides that a municipality implementing speed detection systems “must enact an ordinance in order to authorize the placement or installation of a speed detection system on a roadway maintained as a school zone” and that, “as part of the public hearing on such proposed ordinance,” the municipality “must consider traffic data or other evidence supporting the installation and operation of each proposed school zone speed detection system,” and “must determine that the school zone where a speed detection system is to be placed or installed constitutes a heightened safety risk that warrants additional enforcement measures”; and

WHEREAS, the City Commission finds that speed violations in school zones present a real public health and safety hazard, particularly for children who are arriving at or departing from school or who are traversing a school campus during the school day; and

WHEREAS, speed violations in school zones within the City of Deerfield Beach are rampant, which is evident from the school zone speed study presented to the City Commission at their City Commission meeting on October 17, 2023 and attached as Attachment “1”; and

WHEREAS, the school zones speed study was conducted at each of the seven schools located in Deerfield Beach, and the study documented that in just one day there were 6,459 violations for speeding at least 11 miles per hour over the designated speed limit within the seven school zones located within the City; and

WHEREAS, enforcement of speed limits in school zones with law enforcement officers alone can be difficult, and in the time a law enforcement officer has stopped and cited a speeding driver, other motorists can commit speeding violations and escape citation; and

WHEREAS, in accordance with and pursuant to the provisions of Section 316.008(c), Florida Statutes, the City has considered traffic data or other evidence supporting the installation and operation of each proposed school zone speed detection system, and has determined that each

school zone within the City where a speed detection system is to be placed or installed constitutes a heightened safety risk that warrants additional enforcement measures; and

WHEREAS, given that speeding in school zones creates an unacceptable hazard for students, and that enforcement of applicable speed limits in school zones during school sessions through the use of a speed detection system may reduce instances of speeding in school zones and enhance the welfare and safety of students within the City of Deerfield Beach, the City Commission desires to implement a school zone speed detection system program to enforce applicable speed limits in school zones during school sessions as permitted by state law.

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

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

Section 2. Chapter 66 “Traffic and Vehicles”, Article I “In General” of the City Code of Ordinances is hereby amended to create Section 66-2, “Speed Detection Systems for Enforcement of School Zone Speed Limits” to read as follows¹:

Chapter 66 TRAFFIC AND VEHICLES

ARTICLE I. – IN GENERAL

* * *

Sec. 66-2-Reserved Speed Detection Systems for Enforcement of School Zone Speed Limits.

(a) Purpose and Intent. The purpose of this Section is to authorize and implement the use of speed detection systems to enforce applicable speed limits on roadways properly maintained as school zones, as authorized by and in accordance with Chapter 2023-174, Laws of Florida, as may be amended from time to time, in order to promote traffic safety and student welfare.

(b) Use of Speed Detection Systems. In accordance with Chapter 2023-174, Laws of Florida, the City exercises its authority to authorize placement or installation of speed detection systems to enforce applicable speed limits on roadways maintained as school zones within the City of Deerfield Beach. The City Manager or designee is hereby authorized to implement speed detection systems within the jurisdictional boundaries of the City consistent with the placement and installation specifications established by the Florida Department of Transportation, as may be amended from time to time, to enforce unlawful speed violations, as specified in Sections 316.1895 and 316.183, Florida Statutes, on roadways within the City maintained as school zones.

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

(c) Determination of Heightened Safety Risk. Pursuant to Section 316.008(9), Florida Statutes, the City Commission considered traffic data and other evidence supporting the placement, installation and operation of each proposed school zone speed detection system, including but not limited to the speed study data presented to the City Commission at their City Commission meeting on October 17, 2023, and the City Commission determined that all seven school zones within the City constitute a heightened safety risk that warrants additional enforcement measures, including placement, installation and operation of speed detection systems at such school zones.

(d) Traffic Infraction Enforcement Officers. Pursuant to Section 316.1896, Florida Statutes, a traffic infraction enforcement officer under Section 316.640, Florida Statutes, is authorized to issue a uniform traffic citation(s) for violations of Sections 316.1895 and 316.183, Florida Statutes, as authorized by Section 316.008(9), Florida Statutes.

(e) Notices, Penalties, and Appeals. The City Manager or designee shall provide notices of violation, assess penalties, remit applicable portions of assessed penalties, and provide for appeals consistent with the requirements of Chapter 2023-174, Laws of Florida, as may be amended from time to time.

(f) Signage and Public Awareness Campaign. The City Manager or designee shall post signage and conduct a public awareness campaign regarding the placement or installation of speed detection systems consistent with the requirements of Chapter 2023-174, Laws of Florida, as may be amended from time to time.

(g) Reporting. The City Manager or designee shall be responsible for complying with the reporting requirements set forth in Chapter 2023-174, Laws of Florida, as may be amended from time to time.

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

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

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

Section 6. That this Ordinance shall take effect immediately upon adoption on second reading.

PASSED 1ST READING ON THIS ____ DAY OF _____, 2023.

PASSED 2ND READING ON THIS ____ DAY OF _____, 2023.

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2023-2186

Agenda Date: 12/12/2023

Status: DEPARTMENTAL BUSINESS

In Control: City Commission

Title

Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving and authorizing execution of a professional services agreement with Jacobs Engineering Group, Inc. to develop a design criteria package and provide administrative services for the Anion/Ion Exchange System Treatment Upgrades for Water Treatment Plant Operations in an amount not to exceed \$1,749,686.00; and providing for an effective date. (Funds from Account #413-5020-533-60-31 - Improvements Other than Buildings & Account #413-5020-533-65-30 - CIP - Infrastructure)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$1,749,686.00

Account Name: Improvements Other Than Buildings

Account Number: 413-5020-533-60-31

Secondary Account Name: CIP - Infrastructure

Secondary Account Number: 413-5020-533-65-30

Background/History

In FY2019, Environmental Services completed their Integrated Utilities Master Plan. The need to improve the water treatment process was identified as a critical step in that plan. Ion Exchange was identified as the most likely beneficial process to replace lime softening within the treatment process. Several of the reasons for this selection include, but are not limited to:

- 1) Cost savings from the elimination of hauling costs associated with lime sludge,
- 2) The ability to selectively remove contaminants from the drinking water supply, including PFAS compounds, and
- 3) Improved reliability of equipment by replacing treatment infrastructure at the end of its usable life.

The design and construction of improvements to the water treatment process are estimated to cost approximately \$18M and are included in the Capital Improvements Plan and include additional funding in future fiscal years to sufficiently fund the project.

It should be noted that replacing the lime softening water treatment system is estimated to cost \$26.6M and will not produce any of the benefits provided by items 1) and 2) above.

On July 18, 2023, the City Commission approved negotiations with the highest ranked respondent for RFQ #23-09-BA (Jacobs Engineering Group) for an amount not to exceed \$1,800,000.00. for the

preparation of the Design Criteria Package associated with the Anion / Ion Exchange Systems Treatment Upgrades for Water Treatment Plant Operations

Current Activity

On July 18, 2023, the City Commission approved the ranking and authorized the City Manager to negotiate an agreement with Jacobs Engineering Group for the Project, consistent with the terms of the RFQ and on August 11, 2023, City Staff met with Jacobs Engineering Group to discuss the approach to the Scope of Work and Services for the Project and all pertinent documentation required for the Project.

On August 24, 2023, a Draft Scope of Work was received from Jacobs Engineering Group for review and on September 7, 2023, the City submitted edits to Jacobs Engineering Group to incorporate into the Draft Scope of Work. On September 15, 2023, City staff received the final Scope of Work from Jacobs, which incorporated the edits.

Recommendation

It is recommended the City Commission approve the award of the Agreement for the preparation of the Design Criteria Package associated with the Anion / Ion Exchange Systems Treatment Upgrades for Water Treatment Plant Operations to Jacobs Engineering Group, Inc. for an amount not to exceed \$1,749,686.00.

RESOLUTION NO. 2023/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING AND AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH JACOBS ENGINEERING GROUP, INC. TO DEVELOP A DESIGN CRITERIA PACKAGE AND PROVIDE ADMINISTRATIVE SERVICES FOR THE ANION/ION EXCHANGE SYSTEM TREATMENT UPGRADES FOR WATER TREATMENT PLANT OPERATIONS IN AN AMOUNT NOT TO EXCEED \$1,749,686.00; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on July 18, 2023, the City Commission passed and adopted Resolution No. 2023/127 ranking and awarding Request for Qualifications #23-09-BA (the “RFQ”) for the development of the design criteria package relating to the Anion/Ion Exchange System Treatment Upgrades for the Water Treatment Plant Operations, inclusive of administration services (the “Project”) to Jacobs Engineering Group, Inc. (“Jacobs”); and

WHEREAS, pursuant to Resolution No. 2023/127, the City Commission authorized the City Manager to negotiate an agreement with Jacobs for future consideration by the City Commission; and

WHEREAS, the City and Jacobs have negotiated a Professional Services Agreement, which is attached as Exhibit “1”, in an amount not to exceed \$1,749,686.00, which staff has determined to be fair and reasonable and in accordance with industry standards.

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 Professional Services Agreement with Jacobs, attached as Exhibit “1”, for the development of a design criteria package and administrative services for the Project in an amount not to exceed \$1,749,686.00.

Section 3. The City Manager is authorized to execute the Professional Services Agreement with Jacobs, 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



Memorandum

TO: Priscilla Cygielnik, Director of Environmental Services

FROM: Bogdan Avasiloe, Purchasing Manager

DATE: September 26, 2023

RE: **Anion / Ion Exchange Systems Treatment Upgrades for Water Treatment Plant Operations, RFQ #23-09-BA**

The Purchasing and Contract Administration Division issued a Request for Qualifications for the Anion / Ion Exchange Systems Treatment Upgrades for Water Treatment Plant Operations, RFQ #23-09-BA. This formal competitive solicitation process complies with the City of Deerfield Beach procurement requirements. Details of the competitive solicitation process are as follows:

- On March 31, 2023 the RFQ was advertised in the legal notices section of the Sun-Sentinel. The notice was sent to four hundred and twenty-two (422) prospective Offerors via the e-Procurement Marketplace.
- Nine (9) vendors viewed the documents of the RFQ.
- On April 10, 2023 at 9:00 a.m., Non-Mandatory Site Visit was held.
- On April 10, 2023 at 11:00 a.m., Non-Mandatory Pre-Proposal Conference was held in person and via Zoom.
- One (1) Addendum was issued to make changes to the RFQ documents.
- On May 1, 2023 at 2:00 p.m. EST, the Purchasing and Contract Administration Division closed and unsealed two (2) responses. The responses were reviewed by the Purchasing and Contract Administration Division to ensure the responses met the RFQ requirements.
- Subsequently, each member of the Evaluation Committee assigned by the City Manager received their evaluation packages that consisted of: evaluation committee policies and procedures and the evaluation sheets.
- Each Evaluation Committee Member independently reviewed and scored the two (2) responsive proposals in accordance with the weighted criteria stated in the RFQ prior to the initial public Evaluation Committee meeting held on June 21, 2023 at 11:00 a.m. EST.
- The Evaluation Committee consisted of: Steven Urich, Assistant Director of Environmental Services; Joshua Niemann, Water Plant Manager; Phil Hyer, Utilities Treatment Plant Superintendent, City of Pompano Beach.

- The proposal was evaluated based on the following weighted criteria:

<u>Criteria</u>	<u>Weight</u>
Qualifications and Experience of Principals and Key Project Personnel	3
Project Approach and Project Management Plan	3
Understanding of the Project and Work Tasks	3
History and Past Performances of Similar Projects	3
References	2
Consultants Location	1

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

Ranking:	Steven Urich	Joshua Niemann	Phil Hyer	Total	Ranking
Jacobs Engineering Group	110 / ²	141 / ¹	140 / ¹	4	1
Corollo Engineers, Inc.	123 / ¹	138 / ²	138 / ²	5	2

- After Evaluation Committee Discussion of the two (2) proposals, the scores were not changed.
- Following the initial ranking, Joshua Niemann made a motion to recommend to the City Commission, to approve the ranking and award a contract to the first ranked proposer Jacobs Engineering Group. This motion was seconded by Steven Urich. The Evaluation Committee was unanimous in their decision.
- On July 18, 2023, the City Commission approved the ranking and authorized the City Manager to negotiate an agreement with Jacobs Engineering Group for the Project, consistent with the terms of the RFQ. If negotiations with Jacobs are successful, the mutually acceptable negotiated agreement shall be presented to the City Commission for approval. If negotiations with Jacobs are unsuccessful, the City Manager is authorized to negotiate an agreement with the next highest ranked proposer, Corollo Engineers, Inc.
- On August 11, 2023, a Negotiation Team consisting of City Staff met with Jacobs Engineering Group to discuss the following topics:
 - Approach to the Scope of Work and Services for the Project.
 - All pertinent documentation required for the Project.

- On August 24, 2023, a Draft Scope of Work was received from Jacobs Engineering Group for review.
- On September 7, 2023, the Negotiation Team submitted edits to Jacobs Engineering Group to add in the Draft Scope of Work.
- On September 15, 2023, the Negotiation Team received the final Scope of Work from Jacobs Engineer Group which incorporates the edits. This final Scope of Work was submitted to Legal and Procurement for review and approval.
- After negotiations were completed, the Negotiation Team is recommending to the City Commission to approve the negotiated agreement with the first ranked proposer
- Documentation related to this solicitation may be obtained by e-mailing sfrancis@deerfield-beach.com. You may contact the Purchasing and Contract Administration Division at 954-480-4381 with any questions.

In summary, the Negotiation Team is recommending to the City Commission, to approve the negotiated agreement with the first ranked proposer Jacobs Engineering Group.

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

EXHIBIT 1

CITY OF DEERFIELD BEACH, FLORIDA



PROFESSIONAL SERVICES AGREEMENT

FOR

ENGINEERING DESIGN SERVICES RELATED TO THE ANION/ION EXCHANGE SYSTEM TREATMENT UPDGRADES FOR WATER TREATMENT OPERATIONS

RFQ NO. 23-09-BA

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2023 by and between the City of Deerfield Beach, a municipal corporation of the State of Florida ("CITY") and Jacobs Engineering Group, Inc., a foreign profit corporation authorized to do business in the State of Florida ("CONSULTANT").

RECITALS

WHEREAS, on March 31, 2023, the CITY issued Request for Qualifications #23-09-BA (the "RFQ") for the development of a design-criteria package related to the Anion/Ion Exchange System Treatment Upgrades at the Water Treatment Plant (the "Project"); and

WHEREAS, on July 18, 2023, the CITY Commission passed and adopted Resolution No. 2023/127 ranking and awarding the RFQ to CONSULTANT and authorizing the CITY Manager to negotiate an Agreement with the CONSULTANT for consideration by the City Commission at a later date; and

WHEREAS, on December 12, 2023, the CITY Commission passed and adopted Resolution No. 2023/____ approving and authorizing the execution of this Agreement between the CITY and CONSULTANT.

NOW, THEREFORE, the CITY and CONSULTANT, for the considerations set forth herein, agree as follows:

ARTICLE 1 DEFINITIONS

- 1.01 ADDITIONAL SERVICES: Those design services defined in Section 2.3
- 1.02 BASIC SERVICES: Those engineering design services defined in Section 2.1.
- 1.03 CITY: The CITY of Deerfield Beach, Florida.
- 1.04 CITY MANAGER: The duly appointed chief executive officer of the CITY.
- 1.05 CONSULTANT: The individual, partnership, corporation, association, joint venture, or any combination thereof, of properly registered professional architects and/or engineers, which has entered into the agreement to provide professional services to the CITY. The CONSULTANT for this agreement is Jacobs Engineering Group. Inc.
- 1.06 CONSULTANT'S NOTICE TO PROCEED: A document issued by the CITY to the CONSULTANT authorizing the performance of specific professional services and stating the time for completion and the amount of fee authorized for such services as outlined in Appendix "A" attached to the Scope of Services.
- 1.07 CONTRACTOR OR CONSTRUCTION MANAGER (CM): An individual, partnership, corporation, association, joint venture, or any combination thereof, which has entered into a contract with the CITY for construction of CITY facilities and incidents thereto.

- 1.08 DIRECTOR: The Director of the Department of Environmental Services for the CITY, having the authority and responsibility for management of the specific projects authorized under this Agreement.
- 1.09 INSPECTOR: An employee of the CITY assigned by the DIRECTOR to make observations of work performed by a Contractor.
- 1.10 PROJECT: The Anion IX System Treatment Upgrades for the West Treatment Plant Operations, consisting of the development of the design criteria package and design drawings as more specifically described in Exhibit "A".
- 1.11 PROJECT MANAGER: An employee of the CITY expressly designated as PROJECT MANAGER in writing by the DIRECTOR, who is the representative of the CITY, concerning the Contract Documents.

ARTICLE 2 SCOPE OF SERVICES/TERM

2.1 BASIC SERVICES. The CONSULTANT shall furnish Professional Engineering Design Services for the Project, upon issuance of CONSULTANT's Notice to Proceed by the DIRECTOR or designee.

The CONSULTANT shall furnish the following professional Architectural and Engineering Design Services for the development of a design criteria package, design drawings and Administrative Services as specifically authorized by CONSULTANT's Notice to Proceed to be issued by the Director or designee and based upon the RFQ Scope of Services and the tasks set forth in the Scope of Services attached as Exhibit "A" and incorporated herein by reference.

It is understood that a CONSULTANT's Notice to Proceed will be issued under this Agreement at the sole discretion of the Director or designee and that the CONSULTANT has no right to or privilege to receive a CONSULTANT's Notice to Proceed for any particular project or task. The CITY reserves at all times the right to perform any and all design services in-house, or with other private professional architects or engineers as provided by Section 287.055, Florida Statutes, (CONSULTANT'S Competitive Negotiation Act) or as otherwise provided by law.

This Agreement does not confer on the CONSULTANT any exclusive rights to the CITY work. The CONSULTANT may submit proposals for any professional services which the CONSULTANT is qualified to perform, if and when proposals are publicly solicited by the CITY outside this Agreement.

The CITY will pay the CONSULTANT based upon the submittal of an invoice delineating the specific tasks and subtasks and the schedule of values detailed in the Compensation Table set forth in the Scope of Services attached as Exhibit "A." The fees for Professional Services are set forth in Exhibit "A."

The Agreement is for duration of the design and construction phase of the project, estimated at this time to be a term of three (3) years with the option to renew for two (2) additional one (1) year periods. It is hereby understood that the design phase shall be for one (1) year and the construction phase shall be for two (2) years for a total contract term of three (3) years.

Upon the request of the Director or designee, the CONSULTANT will submit a proposal prior to the issuance of a Notice to Proceed for work not covered under the original contract award. No payment will be made for the CONSULTANT's time or services in connection with the preparation of any such proposal or for any work done in the absence of a Notice to Proceed.

2.2 Administration of the Construction Contract:

- a) As part of the CONSULTANT's responsibilities under this Agreement, CONSULTANT shall provide professional administrative series during the construction phase as set forth in Exhibit "A" the subsequent Design-Build Contract, which will begin with the award of the Design-Build Contract and will end when the CITY approves the Contractor's final Payment Certificate.
- b) The CONSULTANT, as the representative of the CITY during the Construction Phase, shall advise and consult with the CITY and shall have authority to act on behalf of the CITY only to the extent provided in this Agreement and consistent with the Design-Build Contract which will provide that CONSULTANT is designated to administratively oversee the contract provisions.
- c) The CONSULTANT shall visit the site at least bi-weekly (or as necessary), and at all key construction events, shall visit the site bi-weekly (or as necessary), to ascertain the progress of the Project and to determine in general if the work is proceeding in accordance with the design criteria package and its intent. On the basis of on-site observations, the CONSULTANT shall endeavor to guard the CITY against defects and deficiencies in the work. The CONSULTANT will not be required to make extensive inspections or provide continuous daily on-site inspections to check the quality or quantity of the work unless otherwise set forth in this Agreement.
- d) The CONSULTANT shall furnish the CITY with a written report of all observations of the work made by the CONSULTANT during each visit to the Project. The CONSULTANT shall also note the general status and progress of the work and submit it in a timely manner. The CONSULTANT shall ascertain that the Contractor is making timely, accurate, and complete notations on the "as-built" drawings. When CONSULTANT is called upon to observe the work of the Contractor for the detection of construction defects or deficiencies in such work, CONSULTANT will not bear any responsibility or liability for such construction defects or deficiencies or for the failure to detect. That notwithstanding CONSULTANT shall at all times remain responsible for its design criteria package and any deficiencies which arise in the design criteria package or in the performance of CONSULTANT's Services.
- e) Based on observations at the site and consultation with the Project Manager, the CONSULTANT shall determine the amount due the Contractor on account and shall recommend approval of such amount. This recommendation shall constitute a representation by the CONSULTANT to the CITY that, to the best of the CONSULTANT's knowledge, information and belief, the Work has progressed to the point indicated and the quality of the Work is in accordance with the Contract Documents subject to:

1. An evaluation of the Work for conformance with the Contract Documents upon Substantial Completion.
 2. The results of any subsequent tests required by the Contract Documents.
 3. Minor deviations from the Contract Documents correctable prior to completion.
 4. Any specific qualifications stated in the Payment Certificate and further that the Contractor is entitled to payment in the amount agreed upon at the requisition site meeting.
-
- f) The CONSULTANT shall render interpretations as a professional engineer customary for the progress of the work with reasonable promptness on written request of either the CITY or the Contractor, and shall render written decisions, within a reasonable time, on all claims, disputes and other matters in question between the CITY and the Contractor relating to the progress of the work or the interpretation of the Contract Documents.
 - g) Interpretations and decisions of the CONSULTANT shall be consistent with the intent of, and reasonably inferable from, the design criteria package developed by the CONSULTANT and the Contract Documents and shall be in written or graphic form.
 - h) The CONSULTANT shall have authority to recommend rejection of work which does not conform to the Contract Documents. Whenever, in the CONSULTANT's reasonable opinion, it is necessary or advisable to ensure the Contractor's compliance with the Contract Documents, the CONSULTANT will have authority to recommend special inspection or testing of any work deemed to be not in accordance with the Contract, whether or not such work has been fabricated and delivered to the Project, or installed and completed. The CONSULTANT shall provide such normal and customary mechanical, electrical, structural, landscape or other related engineering inspections as necessary to determine whether Contractor is in compliance with the intent of the design criteria package and the construction documents.
 - i) The CONSULTANT shall promptly review and approve shop drawings, samples, and other submissions of the Contractor for conformance with the design concept of the Project and for compliance with the Contract Documents.
 - j) The CONSULTANT shall initiate Change orders for the CITY's approval as required by the CONSULTANT's observations or requested by the CITY; and review and recommend action on proposed Change Orders within the scope of the Project initiated by others.
 - k) The CONSULTANT shall examine the work upon receipt of the Contractor's Request for Substantial Completion Inspection of the Project and shall, prior to occupancy, recommend execution of a Certificate of Acceptance for Substantial Completion after first ascertaining that the Project is substantially completed in accordance with the contract requirements. A punch list of any defects and discrepancies in the work required to be corrected by the Contractor shall be

prepared by the CONSULTANT in conjunction with representatives of the CITY, and satisfactory performance obtained thereon before the CONSULTANT recommends execution of a Certificate of Final Acceptance and final payment to the Contractor. The CONSULTANT shall obtain from the Contractor all guarantees, operating and maintenance manuals for equipment, releases of claims and such other documents and certificates as may be required by applicable codes, laws, and the specifications, and deliver them to the CITY.

- l) The CONSULTANT shall provide assistance in obtaining the Contractor's compliance with the Contract Documents relative to 1) initial instruction of CITY's personnel in the operation and maintenance of any equipment or system, 2) initial start-up and testing, adjusting and balancing of equipment and systems and 3) final clean-up of the Project.
- m) The CONSULTANT shall furnish to the CITY, the original drawings, revised to "as-built" conditions based on information furnished by the Contractor; such drawings shall become the property of the CITY.
- n) CONSULTANT shall not make inspections or reviews of the safety programs or procedures of the Contractor for the purpose of ensuring the Contractor's compliance with safety standards. The Contractor shall at all times remain responsible for site safety.
- o) CONSULTANT shall not assume any responsibility or liability for construction services, or for the safety of persons and property during construction, or for compliance with federal, state and local statutes, rules, regulations and codes applicable to the performance of the construction services. CONSULTANT shall not be responsible for any construction means, methods, techniques, sequences or procedures. All services performed by others, including Contractor, other construction contractors and their subcontractors, shall be warranted only by such others and not by the CONSULTANT.

2.3 ADDITIONAL SERVICES:

Additional Services are normally considered to be beyond the Scope of the Services as set forth in Exhibit "A" of this Agreement, and if such additional services are required, then the CONSULTANT shall submit a proposal for such Additional Services along with a proposed fee, and if the CITY determines that such additional services are necessary to complete the project, the parties will execute the appropriate documents to facilitate the implementation of such additional services. Said additional services shall be compensated as provide for under Section 5.02 of this Agreement.

ARTICLE 3 SUBCONSULTANTS

3.01 DEFINITIONS:

3.01A A Subconsultant is a person or organization of properly registered professional architects and/or engineers, who has entered into a written agreement with the CONSULTANT to furnish professional services for a project or task, described under Basic Services in Section 2.01 herein.

3.01B A Special Subconsultant is a person or organization who has entered into a written agreement with the CONSULTANT to furnish professional services for a project or task described under Additional Services.

3.02 SUBCONSULTANTS' RELATIONS:

3.02A All services provided by the Subconsultants shall be pursuant to appropriate written agreements between the CONSULTANT and the Subconsultants, which shall contain provisions that preserve and protect the rights of the CITY and the CONSULTANT under this Agreement.

3.02B Nothing contained in this Agreement shall create any contractual or business relationship between the CITY and the Subconsultants. The CONSULTANT acknowledges that Subconsultants are under his direction, control, supervision, retention and/or discharge.

3.02C The CONSULTANT proposes to utilize the following Subconsultants:

NAME OF FIRM	CONSULTING SERVICE

The CONSULTANT shall not change any Subconsultant without prior approval by the DIRECTOR or designee, in response to a written request from the CONSULTANT stating the reasons for any proposed substitution. Such approval shall not be unreasonably withheld or delayed by the DIRECTOR or designee.

ARTICLE 4
THE CITY'S RESPONSIBILITIES

4.01 INFORMATION FURNISHED:

The CITY, at its expense and insofar as performance under this Agreement may shall furnish the CONSULTANT with the Information delineated under Task 2 of Exhibit "A" for CONSULTANT to utilize for the development of the Design Criteria Package and Design.

4.02 PROJECT MANAGEMENT:

4.02A The Director or designee shall act in behalf of the CITY in all matters pertaining to this Agreement, and with the approval of the CITY Manager, the Director or designee shall issue all Notices to Proceed to the CONSULTANT. The Director shall approve all invoices for payment to the CONSULTANT.

4.02B The Director or designee shall act as liaison between the CONSULTANT and CITY. The Director shall designate a Project Manager from the Department of Environmental Services staff to have general responsibility for management of a project or task through all phases. The Project Manager shall meet with the CONSULTANT at periodic intervals throughout the preparation of the Contract Documents to assess the progress of the Work in accordance with approved schedules. The Project Manager shall also examine

documents submitted by the CONSULTANT, including invoices, and shall promptly render decisions and/or recommendations pertaining thereto, to avoid unreasonable delay in the progress of the CONSULTANT's work.

4.02C During the construction phase, the CONSULTANT and the Department of Environmental Services staff shall assume the responsibilities described in the General Conditions and Supplementary Conditions of the Construction Contract.

4.02D If the CITY observes or otherwise becomes aware of any fault or defective work with regard to the project and/or Services performed by CONSULTANT with respect to the project, or other nonconformance with the Contract Documents during the construction phases, the CITY shall give prompt notice thereof to the CONSULTANT.

ARTICLE 5 BASIS OF COMPENSATION

5.01 PROFESSIONAL SERVICE FEES:

The CITY agrees to pay the CONSULTANT, and the CONSULTANT agrees to accept for services rendered pursuant to this Agreement, a lump sum fee amount not to exceed \$1,749,686.00 inclusive of labor and expenses. Said lump sum fee amount is based upon the fixed fee amounts for the tasks/subtasks as more specifically set forth in Exhibit "A" attached hereto and incorporated herein by reference. Payments to the CONSULTANT shall be based upon the not to exceed amount in accordance with Exhibit "A" and paid in accordance with the payment provisions of this Agreement. It is understood that with Lump Sum Compensation, the CONSULTANT shall perform all services for total compensation in the amount stated above. The CITY shall have no obligation or liability to pay any fee, expenditure, charge or cost beyond the Lump Sum Compensation amount stipulated or otherwise specified in this Agreement.

5.02 ADDITIONAL SERVICE:

The CONSULTANT may be authorized to perform Additional Services as described under Section 2.3. The fee for such services will be computed by one of the following methods:

- a) Mutually agreeable Fixed or Lump Sum, in accordance with Section 5.01A.
- b) Hourly Rate in accordance with Exhibit "A."

An independent and detailed Notice to Proceed shall be required to be issued and signed by the Director for each additional service requested by the CITY. The Notice to Proceed will specify the fee for such service and upper limit of the fee, which shall not be exceeded, and shall comply with the CITY of Deerfield Beach's Procurement Code and other applicable laws.

The CITY will reimburse the CONSULTANT for authorized Reimbursable Services as verified by appropriate bills, invoices, or statements.

5.03 Regardless of the method of compensation elected herein, this Agreement and/or "Exhibit(s) A" as applicable, shall include all salary costs which include without limitation: A fringe benefit (e.g. sick leave, vacation, holiday, unemployment taxes, retirement,

medical, insurance and unemployment benefits) factor and an overhead factor. At its discretion, the CITY may request a breakdown of overhead and fringe benefit factors, certified by a Florida Certified Public Accountant. Subconsultant salary costs and shall be billed to the CITY in the actual amount paid by CONSULTANT.

- 5.04 Absent an amendment to the Agreement any maximum amounts stated for compensation, or percentage amounts of compensation, shall not be exceeded. In the event they are so exceeded, the CITY shall have no liability or responsibility for paying any amount of such excess, which will be at CONSULTANT's own cost and expense.

ARTICLE 6 PAYMENTS TO THE CONSULTANT

6.01 PAYMENT FOR BASIC SERVICES:

Payments for Services may be requested monthly in proportion to services performed during each Task and as established by the approved proposal. Said payments shall, in the aggregate, not exceed the percentage of the estimated total lump sum payment indicated below for each Task.

15% upon completion and approval of Preferred Treatment Alternative Verification

30% upon completion and approval of Preliminary Design Report.

60% upon submittal and approval of Design Criteria Package

85% upon completion of 50% of Construction Administration Services.

95% upon final completion of Construction Administration.

100% upon completion of and approval of all Work and audit of account Construction Administration.

Partial payments, corresponding to the percentage of completion of the project, may be made during Construction Administration Services, according to the amount paid on account of the Construction Contract. If the Construction Contract Time is extended by agreement between the CITY and the Design-Build Contractor through no fault of the CONSULTANT, the CONSULTANT shall be compensated for any required additional professional services and for expenses not otherwise compensated for in connection with such time extensions, in accordance with Section 5.02 and Exhibit A," and as authorized by a Notice to Proceed.

6.02 PAYMENT FOR ADDITIONAL SERVICES:

Payment for Additional Services may be requested monthly in proportion to the services performed. When such services are authorized as an hourly rate, the CONSULTANT shall submit for approval by the Director, a duly certified invoice, giving names, classification, salary rate per hour, hours worked and total charge for all personnel directly engaged on a project or task. The CONSULTANT shall attach to the invoice all supporting data for payments made to Subconsultants engaged on the project or task.

In addition to the invoice, the CONSULTANT shall, for Hourly Rate authorizations, submit a progress report giving the percentage of completion of the Project development and the total estimated fee to completion.

6.03 DEDUCTIONS:

No deductions shall be made from the CONSULTANT's compensation on account of liquidated damages assessed against contractors or other sums withheld from payments to contractors.

6.04 PROJECT SUSPENSION:

If a Project is suspended for the convenience of the CITY for more than three months or terminated without any cause in whole or in part, during any Phase, the CONSULTANT shall be paid for services authorized by a Notice to Proceed which were performed prior to such suspension or termination, together with the cost of authorized reimbursable services and expenses then due and all appropriate and applicable terminal expenses resulting from such suspension or termination. If the Project is resumed after having been suspended for more than three months, the CONSULTANT's further compensation shall be subject to renegotiations.

ARTICLE 7
GENERAL PROVISIONS

7.01 INDEMNIFICATION:

The CONSULTANT shall indemnify and hold harmless the CITY, and their officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of this Contract. These provisions shall survive the expiration or earlier termination of this Contract. Nothing in this Contract shall be deemed or treated as a waiver by the CITY of any immunity to which it is entitled by law, including but not limited to the CITY'S sovereign immunity as set forth in Section 768.28, Florida Statutes.

7.02 INSURANCE:

CONSULTANT shall provide to the CITY evidence of insurability meeting the insurance requirements stated herein. CONSULTANT shall not commence the work or otherwise perform the work as required by the resulting CONTRACT until the requirements stated herein are met and the Certificate(s) of Insurance are approved by the CITY. CONSULTANT shall assume full responsibility and expense to obtain all necessary insurance.

1. General

- a. CONSULTANT shall furnish to the Purchasing and Contract Administration Division a Certificate of Insurance or endorsements evidencing the insurance coverage specified herein upon execution of this Agreement. The required Certificates of Insurance shall name the types of policies provided, refer specifically to the

Agreement (Solicitation Title and Number), and state that such insurance is as required by this Agreement. CONSULTANT's failure to provide to CITY the Certificates of Insurance or endorsements evidencing the insurance coverage within fifteen (15) calendar days of notification of award shall provide the basis for the termination of the Agreement.

- b. Such policy or policies shall be issued by approved companies authorized to do business in the State of Florida. CONSULTANT shall be responsible to 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 all required liability policies except for Workers Compensation and Professional Liability and secure waivers of subrogation, in favor of the CITY of Deerfield Beach, on all liability and workers' compensation policies except for its Professional Liability policy.
- c. 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 the work, copies of renewal certificates of insurance shall be furnished at least thirty (30) days prior to the date of their expiration.
- d. CITY reserves the right to review and revise any insurance requirements at the time of renewal or amendment of this Agreement, including, but not limited to, deductibles, limits, coverage, and endorsements based on insurance market conditions affecting the availability or affordability of coverage, or changes in the scope of work or specifications that affect the applicability of coverage. If CONSULTANT uses a subcontractor, CONSULTANT shall ensure that subcontractor 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.

2. Coverages

CONSULTANT shall, at a minimum, provide, pay for, and maintain in force at all times during the term of this Agreement the following insurance as

indicated with exes:

- ☒ **Commercial Liability Insurance** - A Commercial Liability Insurance Policy shall be provided which shall contain limits of no less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury liability, personal injury liability and property damage liability on a per project basis and shall contain limits of no less than a Two Million Dollars (\$2,000,000.00) aggregate.

Coverage must be afforded on a form no more restrictive than CG 20 10 10 01 and CG 20 37 10 01 Commercial Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include: premises and operations, independent Contractors, products and/or completed operations for contracts, broad form contractual coverage applicable to this specific Contract including any hold harmless and/or indemnification Contract, personal injury

coverage with employee and contractual exclusions removed and policy limits shall be applied on a primary and non-contributory basis.

- ☒ **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).
- ☒ **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 (\$1,000,000.00) per occurrence with a limit of no less than two million dollars (\$2,000,000.00) aggregate with a deductible per claim not to exceed ten percent (10%) of the limit of liability. CONSULTANT(s) shall notify the CITY in writing within thirty (30) days of any claim filed or made against its Professional Liability Insurance Policy. CONSULTANT(s) 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.
- ☒ **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 or about navigable waters, a coverage endorsement must be included for the U.S. Longshoremen & Harbor Workers Act and Jones Act. If exempt for Worker's Compensation, proper documentation shall be provided.

7.03 **PERFORMANCE:**

7.03A Performance and Delegation:

The services to be performed hereunder shall be performed by the CONSULTANT's own staff, unless otherwise approved by the CITY. Said approval shall not be construed as constituting an agreement between the CITY and said other person or firm.

CONSULTANT agrees, within fourteen (14) calendar days of receipt of a written request from the CITY, to promptly remove and replace any personnel employed or retained by the CONSULTANT, or any sub-CONSULTANTS or subcontractors or any personnel of any such sub-CONSULTANTS or subcontractors engaged by the CONSULTANT, to provide and perform services or work pursuant to the requirements of this Agreement, whom the CITY shall request in writing to be removed, which request may be made by the CITY with or without cause.

7.03B Time for Performance:

The CONSULTANT agrees to start all work hereunder upon receipt of a Notice to Proceed issued by the Director or designee and to complete each Phase within the time stipulated in the Notice to Proceed. Time is of the essence with respect to performance of this Agreement.

A reasonable extension of the time for completion of various tasks will be granted by the CITY should there be a delay on the part of the CITY in fulfilling its part of the Agreement as stated herein. Such extension of time shall not be cause for any claim by the CONSULTANT for extra compensation.

7.03C CONSULTANT shall perform the Services using the degree of skills and care ordinarily exercised by other similar professionals in the field under similar conditions in similar localities and in compliance with all applicable laws ("Standard of Care").

7.04 **TERMINATION OF AGREEMENT:**

A. This Agreement may be terminated for convenience by the CITY. Termination for convenience by the CITY shall be effective on the termination date stated in the written notice provided by CITY, which termination date shall be not less than thirty (30) days after the date of such written notice. This Agreement may also be terminated by the CITY Manager upon such notice as the CITY Manager deems appropriate under the circumstances in the event the CITY Manager determines that termination is necessary to protect the public health, safety, or welfare.

B. This Agreement may be terminated for cause for reasons including, but not limited to, CONSULTANT's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work, failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement, or other breach of this Agreement. The termination date shall be not more than ten (10) days after the date of such written notice. The parties agree that if CITY erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

C. In the event of the default of any of the terms, obligations, restrictions, or conditions of the Agreement, inclusive of the requirements set forth in the RFQ, by the CONSULTANT, the CITY will consider the CONSULTANT in breach of the Agreement and shall give the CONSULTANT written notice of such breach by registered, certified mail. Upon receipt of the notification, CONSULTANT shall have three (3) calendar days to cure the default. In the event that CONSULTANT, fails to cure the default within the three (3) calendar day period, or the default is not remedied to the satisfaction and approval of the CITY, the CITY shall have all legal remedies available to it, including but not limited to termination of the Agreement in which case the CONSULTANT shall be liable for any and all damages permitted by law arising from the default and breach of Agreement.

D. Termination for Unappropriated Funds. The obligation of the CITY for payment to CONSULTANT is limited to the availability of funds appropriated in a fiscal period, and continuation of this Agreement into a subsequent fiscal period, regardless of the contract term, is subject to appropriation of funds, unless otherwise authorized by law.

ARTICLE 8 MISCELLANEOUS

8.0 MISCELLANEOUS:

8.01 CONSULTANT'S ACCOUNT RECORDS:

The CITY reserves the right to audit the CONSULTANT's accounts for bills submitted on Hourly Rate basis during the performance of this Agreement and for five (5) years after final payment under this Agreement. The CONSULTANT agrees to furnish copies of any records necessary, in the opinion of the Director, to approve any requests for payment by the CONSULTANT.

8.02 OWNERSHIP OF DOCUMENTS:

Drawings and Specifications as instruments of service are and shall become the property of the CITY whether the Project for which they are made is executed or not. The CONSULTANT shall be permitted to retain copies, including reproducible copies, of Drawings and Specifications for information and reference in connection with the CITY's use and occupancy of the Project.

The Drawings and Specifications shall not be used by the CITY on other projects, for additions to this Project, or for completion of this Project by others, provided the CONSULTANT is not in default under this Agreement, except as provided in Article 7 or by agreement in writing and appropriate compensation to the CONSULTANT, in which case such drawings and specifications may be used.

Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the CONSULTANT's rights.

To the extent allowed by law, CONSULTANT agrees not to divulge, furnish or make available to any third person, firm or organization, without CITY's prior written consent, or unless incident to the proper performance of the CONSULTANT's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by CONSULTANT hereunder, and CONSULTANT shall require all of its employees, agents, sub-CONSULTANTS and subcontractors to comply with the provisions of this paragraph.

8.03 MAINTENANCE OF RECORDS

CONSULTANT will keep adequate records and supporting documentation, which concern or reflect its services hereunder. The records and documentation will be retained by CONSULTANT for a minimum of five (5) years from the date of termination of

this Agreement or the date the Project is completed, whichever is later. CITY, or any duly authorized agents or representatives of CITY, shall have the right to audit, inspect, and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the five (5) year period noted above; provided, however such activity shall be conducted only during normal business hours.

8.04 EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement between the CITY and the CONSULTANT and supersedes all prior negotiations, representations or agreements, written or oral. This Agreement may not be amended, changed, modified, or otherwise altered in any respect, at any time after the execution hereof, except by a written document executed with the same formality and equal dignity herewith. Waiver by either party of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach of any provision of this Agreement.

8.05 SUCCESSORS AND ASSIGNS

The performance of this Agreement shall not be transferred pledged, sold, delegated or assigned, in whole or in part, by the CONSULTANT without the written consent of the CITY.

The CONSULTANT and the CITY each binds one another, their partners, successors, legal representatives and authorized assigns to the other party of this Agreement and to the partners, successors, legal representatives and assigns of such party in respect to all covenants of this Agreement.

8.06 TRUTH-IN-NEGOTIATION CERTIFICATE

In compliance with the CONSULTANT's Competitive Negotiation Act, for any Notice to Proceed for a project to be compensated under the Lump Sum method the CONSULTANT shall certify that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of said Notice to Proceed. The original Project price and any addition thereto will be adjusted to exclude any significant sums by which the CITY determines the project price was increased due to inaccurate, incomplete or noncurrent wage rates and other factual unit costs. All such price adjustments will be made within 1 year following the end of the Project.

8.07 PROHIBITION AGAINST CONTINGENCY FEES

CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award of or making of this Agreement. For the breach or violation of this provision, the CITY shall have the right to terminate the Agreement at its sole discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

8.08 VERIFICATION OF EMPLOYMENT ELIGIBILITY

Contractor shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including the registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of this Contract. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Contract is terminated for a violation of the statute by Contractor, Contractor may not be awarded a public contract for a period of 1 year after the date of termination. All cost(s) incurred to initiate and sustain the aforementioned program shall be the responsibility of the CONSULTANT in accordance with Section 448.095, Florida Statutes. CONSULTANT is liable for any additional costs incurred by the CITY as a result of termination of this Agreement.

8.09 SCRUTINIZED COMPANIES

(a) CONSULTANT 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 CONSULTANT or its subcontractors are found to have submitted a false certification; or if CONSULTANT, 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.

(b) If this Contract is for more than one million dollars, CONSULTANT certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the CITY may immediately terminate this Agreement at its sole option if CONSULTANT, its affiliates, or its subcontractors are found to have submitted a false certification; or if CONSULTANT, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

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

(d) 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.

8.10 PUBLIC RECORDS

A. Public Records: CONSULTANT shall comply with The Florida Public Records Act as follows:

1. Keep and maintain public records that ordinarily and necessarily would be required by CITY in order to perform the service.
1. Upon request by CITY's records custodian, provide 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, Florida Statutes, or as otherwise provided by law.

2. 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 this Contract.
3. Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of CONSULTANT shall be delivered by CONSULTANT to CITY, at no cost to CITY, within seven days. All records stored electronically by CONSULTANT shall be delivered to CITY in a format that is compatible with CITY's information technology systems. Once the public records have been delivered to CITY upon completion or termination of this Agreement, CONSULTANT shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.
4. CONSULTANT's failure or refusal to comply with the provisions of this Section may result in the immediate termination of this Agreement by the CITY.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANTS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-480-4213, EMAIL ADDRESS web.clerk@deerfield-beach.com OR MAILING ADDRESS 150 N.E. 2ND AVENUE DEERFIELD BEACH, FL 33441.

- B. Ownership of Documents: Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of CITY. Any compensation due to CONSULTANT shall be withheld until all documents are received as provided herein.

8.11 APPLICABLE LAW AND VENUE OF LITIGATION:

The laws of the State of Florida shall govern the Agreement. This Agreement is not subject to arbitration. CONSULTANT is not entitled to Attorney fees should any portion of this Agreement be subject to litigation. The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of, or relating to this Agreement. Venue for any action to enforce or related to this Agreement shall be in Broward County, Florida, only. The parties expressly waive all rights to trial by jury for any disputes arising from or in any way connected with this Agreement. The parties understand and agree that this waiver is a material contract term.

8.12 CONSULTANT'S STAFF:

CONSULTANT will provide the key staff identified in their proposal for Project as long as said key staff is in CONSULTANT's employment.

CONSULTANT will obtain prior written approval of Project Manager to change key staff. CONSULTANT shall provide Project Manager with such information as necessary to

determine the suitability of proposed new key staff. Project Manager will act reasonably in evaluating key staff qualifications.

If Project Manager desires to request removal of any of CONSULTANT's staff, Project Manager shall first meet with CONSULTANT and provide reasonable justification for said removal.

8.13 **NOTICES:**

Whenever either party desires to give notice unto the other, such notice must be in writing, sent by registered United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified; and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice:

FOR CITY:

David Santucci, CITY Manger
CITY of Deerfield Beach, Florida
150 NE 2nd Avenue
Deerfield, Florida 33441

With a Copy To: Anthony C. Soroka , CITY Attorney
2255 Glades Road, Suite 200-E
Boca Raton, Florida 33431

FOR CONSULTANT:

8.14 **INTERPRETATION:**

The language of this Agreement has been agreed to by both parties to express their mutual intent and no rule of strict construction shall be applied against either party hereto. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

8.15 JOINT PREPARATION:

Preparation of this Agreement has been a joint effort of the CITY and CONSULTANT and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

8.16 PRIORITY OF PROVISIONS:

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in this Agreement shall prevail and be given effect.

8.17 MEDIATION; WAIVER OF JURY TRIAL:

In an effort to engage in a cooperative effort to resolve conflict which may arise during the course of the design and /or construction of the subject project(s), and/or following the completion of the projects(s), the parties to this Agreement agree all disputes between them shall be submitted to non-binding mediation prior to the initiation of litigation, unless otherwise agreed in writing by the parties. A certified Mediator, who the parties find mutually acceptable, will conduct any Mediation Proceedings in Broward County, State of Florida. The parties will split the costs of mediation on a 50/50 basis. The parties to this Agreement agree to include such similar contract provisions with all Subconsultants and/or independent contractors and/or CONSULTANTS retained for the project(s), thereby providing for non-binding mediation as the primary mechanism for dispute resolution.

8.18 TIME:

Time is of the essence in this agreement.

8.19 COMPLIANCE WITH LAWS:

CONSULTANT shall comply with all applicable laws, codes ordinances, rules, regulations and resolutions in performing its duties, responsibilities, and obligations related to this Agreement.

[THIS SPACE IS LEFT INTENTIONALLY BLANK]

**PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF DEERFIELD BEACH AND
JACOBS ENGINEERING GROUP, INC.**

IN WITNESS WHEREOF, the CITY has caused this Agreement to be executed by the undersigned and the said CONSULTANT has caused this Agreement to be executed by the undersigned and the seal of the CONSULTANT set hereto on this day and year first above written.

CITY of Deerfield Beach, a municipal
corporation of the State of Florida

Attest:

By: _____
Bill Ganz, Mayor

Heather Montemayor, CITY Clerk

Approved As To Form And Legal
Sufficiency for the use and reliance
of the CITY of Deerfield Beach, Florida
only.

Anthony C. Soroka, CITY Attorney

CONSULTANT

Jacobs Engineering Group, Inc.

Attest:

By: _____
Signature

Corporate Secretary

Print Name: _____
Title: _____

EXHIBIT “A”
SCOPE OF SERVICES

Exhibit A
Scope of Professional Engineering Services for
The City of Deerfield Beach Anion IX System Treatment Upgrades for WTP Operations
September 15, 2023

This Exhibit, when executed, shall be incorporated into and become part of the Agreement for Professional Engineering Services between the City of Deerfield Beach (CITY), and Jacobs Engineering Group Inc. (JEG) (CONSULTANT), dated ____ hereafter referred to as the Agreement.

1. INTRODUCTION

As CITY continues to grow, water regulations continue to tighten, and plant components reach the end of their useful life, improvements are needed to the West Water Treatment Plant (WTP). As such, CITY is planning to phase out lime softening and replace it with anion ion exchange (IXa).

Delivery of this project will be through a Design Criteria Package (DCP) design followed by design- build implementation. Once implemented, the project will also have achieved the following benefits: replaced old and sometimes obsolete equipment and structures, improved finished water quality exceeding regulatory requirements and CITY's goals, optimized and improved operations, minimized chemical and electrical usage, and eliminated the transport and disposal of lime sludge which is the byproduct of lime softening. The CITY's Fiscal Year 2023 Capital Improvement Program (CIP) funding plan identified the IXa treatment system projects as line items 68 and 69.

In March – July 2023, through a request for qualification (RFQ) selection procedure under the Consultant's Competitive Negotiation Act (CCNA), CITY selected CONSULTANT to provide professional Engineering services for the IXa Systems Treatment Upgrades for WTP Operations project. As part of this agreement, CONSULTANT was requested to provide professional Engineering services to CITY to perform the services as referenced in the RFQ.

The scope of services is described below with the proposed deliverable schedule, compensation and assumptions presented later in the document.

2. SCOPE OF SERVICES

The services proposed are listed below and described in detail in the following task descriptions:

- Task 1 – Project management
- Task 2 – Information gathering and review
- Task 3 – Condition and process/hydraulic assessments and needs prioritization

- Task 4 – Treatment verification of IXa treatment
- Task 5 – Confirm water demands, water quality goals and alternative evaluation
- Task 6 – Preliminary design
- Task 7 – Permitting assistance
- Task 8 – Design criteria package
- Task 9 – Bidding support
- Task 10 – Owner’s representative during detailed design and construction
-

Task 1 – Project management

Project management will be conducted by CONSULTANT and will include coordination with CITY, schedule and budget management, health and safety considerations, monthly progress reports and invoices, project administration and quality control on deliverables. Upon the Notice to Proceed (NTP), CONSULTANT will coordinate with CITY to commence the work and prepare and hold a project kick off meeting to discuss the project execution plan including staffing plans, performance schedule, sequence of deliverables and project objectives. The kickoff meeting will be attended by up to three professionals from CONSULTANT.

Task 1 deliverables:

- Kickoff and progress meeting summaries in Adobe PDF electronic format
- Monthly invoices and progress reports in Adobe PDF electronic format
- QA/QC sheets of deliverables in Adobe PDF electronic format

Task 2– Information gathering and review

Following the Notice to Proceed (NTP), CONSULTANT will submit a final list of information to be obtained from CITY at the project kick-off workshop (Task 1). As part of the development of this scope of services, CONSULTANT has developed a preliminary list of information requested to expedite the process, as summarized below:

- Integrated Utilities Master Plan including final versions of technical memoranda
- Latest 10-Year Water Supply Facilities Plan
- Population projections, traffic zone analysis (TAZ) data, non-residential and downtown (re-) development plans, current and projected land use, and potable water demand projections through 2050, including a description of procedure used
- Monthly operating reports from the last 10 years, including water quality data, finished water demands and chemical usage data
- Latest primary and secondary water quality data set of raw and finished water
- Raw, treated and finished water quality data contained in daily reports from operations
- Unregulated contaminant monitoring rules sampling/analytical data
- Membrane normalization data of NF and RO skids
- Historical performance / trend data from SCADA
- Facilities record drawings and equipment Operation and Maintenance (O&M) manuals, including documents for flow meter calibration and water quality

instruments

- Standard operating procedures (SOPs)
- Facilities and consumptive use permits, permit reporting, and any permit-related communication between CITY, and Broward County about backup concentrate discharge
- Service contracts related to the treatment processes (including lime solids hauling, chemicals, electricity and water quality analytics)
- Water supply and deep injection well completion and rehabilitation reports, reports from Mechanical Integrity Tests (MIT), and progress reporting to the South Florida Water Management District (SFWMD)

It is anticipated that some requested information is available and will be collected at the kickoff meeting, with the rest to be made available by CITY within two weeks after the meeting. After the kickoff meeting, CONSULTANT will review the above information, summarize the main findings, define gaps and additional information needs, and develop a plan to collect these, if deemed necessary for executing this scope of services. An example of a gap is unavailability of Per- and polyfluoroalkyl substances (PFAS) water quality information on source water wells, which was discussed during the scoping meetings with CITY.

CONSULTANT will prepare a data review and gap analysis Technical Memorandum (TM) and discuss the data gap analysis with CITY in a Microsoft Teams call and agree on follow-up actions. If needed, additional services can be provided through an amendment to this task order.

Task 2 deliverables:

- List of requested information in Adobe PDF electronic format, if not already in possession of CONSULTANT from performing previous task orders with CITY
- Gap analysis TM in Adobe PDF electronic format

Task 3 – Condition and process/hydraulic assessments and needs prioritization

This task will provide a prioritized list of needs at the West WTP, either to replace or refurbish existing buildings, structures, materials, and equipment, or to improve operations.

Subtask 3.1 Asset conditions assessment

CONSULTANT will develop a site investigations plan to be discussed in a planning workshop with CITY, to be attended by up to three CONSULTANT staff members. CONSULTANT will prepare an agenda and meeting summary. The plan will be shared to develop a common approach for the facility condition assessments and define a unified method of documenting results among the different Engineering disciplines. Besides reviewing the plan, CITY will be requested to provide an initial list of major deficiencies, concerns and risks based on their day-to-day experience of operating and maintaining water system assets and related facilities.

The investigations will be limited to visual inspections. Any subsequent testing, including sound testing, ultrasonic testing, infrared thermography to measure paint and concrete cover thickness, hydraulic testing to confirm pump performance, and concrete testing to confirm structural integrity can be done as an amendment to this scope of services or performed by a third party.

It is anticipated that following this planning workshop, but on the same day, an initial and high-level walkthrough will be held with CITY to cover the initial list of major deficiencies to focus CONSULTANT efforts during the follow-up site visits. This will include a review and discussion of previous condition assessments recently completed by others at the West WTP. The intent is to maximize the use of this prior assessment and limit the efforts under this subtask to checking, updating, or completing new condition assessments on plant assets not included on the previous effort.

The site investigation plan will be finalized based on CITY feedback. After completing the planning workshop with CITY and following the stipulations of the final plan for the specific facility assessments, discipline site visits and CITY interviews will be organized by CONSULTANT into three discipline groups:

1. Architectural, structural, plumbing, and HVAC
2. Process mechanical, electrical, and instrumentation
3. Site civil and underground pipework

The assessments will cover the following aspects:

- Design configuration compared to industry standards
- Regulatory or code compliance
- Redundancy and reliability
- Condition of facilities and utilities
- Health and safety standards and guidelines
- Environmental standards and guidelines

The assessments will cover the following water system assets:

- Treatment plant, with chemical and pump facilities, treatment equipment and materials, including existing filters, clearwell and transfer pump station
- WTP site civil structures
- Buildings and building mechanical
- Onsite storage tanks
- Underground pipelines and structures within the WTP site (limited to review of written documents)
- Electrical infrastructure
- Standby power facilities
- Instrumentation and controls

The assets that are buried or are underwater and cannot be dewatered will be assessed based on CITY's knowledge and written documents, including previous reports, maintenance and repair records, and existing record drawings and databases. CONSULTANT will assess the aboveground assets based on written documents but also includes a visual inspection of assets that are readily and safely accessible without major process precautions, and/or health and safety measures (like confined space entry). Where practical, CITY will dewater water-containing structures for visual inspection. Additional non-destructive and destructive testing will not be performed at this stage and, if applicable, will be included in a future task order.

CONSULTANT will document the findings of the facility assessments and staff interviews in spreadsheets and tables and provide an initial opinion on prioritization. The documentation for each asset will include the name, code, and description, link to pictures, description of asset condition, original service life, expected remaining life, condition ranking (5 scales), and suggested priority of correction. A Class 5 opinion of probable construction cost will also be provided for each need.

The findings of this subtask will be summarized in a TM and discussed at an asset condition workshop to be attended by up to three CONSULTANT staff. Following the workshop, CONSULTANT will finalize the Asset Condition Assessment TM and issue to CITY.

Subtask 3.2 Hydraulic/Process Review

CONSULTANT will develop a plan for the process/hydraulic assessment of existing facilities to be discussed in a planning workshop with CITY, to be combined with the planning workshop of Subtask

3.1 Assess Asset Conditions. The plan will propose an approach for the assessments and define a unified method of documenting results by different reviewers.

After completing the planning workshop with CITY, site visits and CITY staff interviews will be organized by CONSULTANT to include the following aspects:

1. Raw, intermediate, and finished water quality records and trends
2. Vulnerability, criticality, and single point of failure
3. Process and design configuration, compared with the current edition of the *Recommend Standards for Water Works* (10 States Standards), Environmental Protection Agency (EPA), Florida Administrative Code (FAC), Florida Department of Environmental Protections (FDEP) and CONSULTANT's design guidelines
4. Unit process performance in terms of capacity and water quality, including identification of options for chemical and electrical optimizations
5. Regulatory compliance

This task involves performing hydraulic calculations and valuations and preparing a simplistic hydraulic model for the WTP. The hydraulic model will compute hydraulic profiles for varying production flows to identify hydraulic bottlenecks. The profile will be verified on site by

measuring water pressures and water elevations and estimating the accuracy of the computed profile.

The process evaluation involves the analysis of current performance and identification of options to enhance the treatment, chemical use and/or pumping performance. The process rating per unit process will be presented by CONSULTANT in a table format to provide an overview of treatment unit ability and restriction. The operating costs will be calculated and confirmed with facility historical operational costs obtained from CITY.

CONSULTANT will document the findings of the hydraulic/process assessments in spreadsheets and tables and provide an initial opinion on needs prioritization. The documentation will include description of existing conditions and suggested priority of correction. A Class 5 opinion of probable construction cost will also be provided for each need.

CONSULTANT will issue a draft Hydraulic/Process Assessment TM to CITY for discussion at a same prioritization workshop mentioned under Subtask 3.1 to be attended by up to three CONSULTANT staff. CONSULTANT will organize the workshop, prepare an Agenda and Meeting Summary. Following the workshop, CONSULTANT will finalize the TM and issue to CITY.

Subtask 3.3 Risk-Based prioritization and asset replacement model

The objective of this task is to provide CITY with the information and methodology necessary to improve the management of its infrastructure assets through a risk-based approach. By applying the methodology along with asset management principles and practices, staff will be able to improve their ability to identify needed capital improvements and enhancements to maintenance protocols, as well as making defensible decisions on prioritizing capital investments and operating expenses.

This may result in adjustments to the CITY's CIP.

CONSULTANT will work with CITY on the analysis of the likelihood of failure (LOF) and consequence of failure (COF), including matrices and scoring systems, to calculate risks for significant assets and develop an asset replacement model. The methodology to be used here is based on the Solomon- Oldach Asset Prioritization (SOAP) method which involves the implementation of four steps:

- During the first step, CONSULTANT will conduct a workshop to develop COF and LOF matrices to use for assets in each functional area starting with matrices used elsewhere and modified based on CITY input. The LOF determinations essentially equate to the physical asset condition. However, physical condition is not the only factor in determining LOF. Capacity is another factor. A pipe can be brand new, but if it is grossly undersized it will fail to meet the established level of service. COF matrices typically include categories determined by the utility to be relevant for their assets. The output of this task is a final COF matrix and COF scores for significant assets in each

functional area.

- Once COF and LOF scores have been obtained, the third step involves CONSULTANT calculating the risk for linear and vertical assets defined. The results will be reviewed and validated with CITY in a phone call meeting. The output of this subtask is a risk score for each significant asset. The assets with an unacceptable risk score can then be evaluated as potential candidates for a future condition assessment program, which would in turn validate or change the initial LOF scores. The condition assessment program and risk scoring is an iterative process whereby the highest risk assets are updated as new information becomes available.
- The fourth and final step involves developing an asset replacement model based on information developed in previous steps. CONSULTANT will develop a preliminary model in this task. The model will prioritize each condition assessment and hydraulic/process need with a monetary value of \$25,000 or greater. Once the relative risk of the assets and asset groups is identified, CONSULTANT will work with CITY to identify an initial list of risk reduction options for those assets having an unacceptable level of risk. The amount of risk reduction will be determined for each of the options resulting in potential capital needs.

Deliverables task 3:

- Asset conditions assessment TM in Adobe PDF electronic format
- Hydraulic/process review TM in Adobe PDF electronic format

Asset replacement model presented in tables, with a list of prioritized needs at the West WTP, in Adobe PDF electronic format

Task 4 – Verification of treatment of preferred alternative

As mentioned, the preferred alternative included in 2019 Integrated Utilities Master Plan TM3 is oxidation, media filtration, and IXa with an anticipated production capacity of 5.5 mgd.

Treatability testing is an effective means of verifying process performance and establishing design and operational criteria and associated costs for a full-scale treatment system.

Treatability studies planned under this task can determine the following sustainable critical design, operation, and decision components.

Oxidation:

- Type of oxidant (sodium hypochlorite or sodium permanganate)
- Dose
- Contact

time Filtration:

- Filtration rate
- Media type / depth
- Empty bed contact time for optimal iron removal (anthracite over sand or just sand or greensand media)
- Headloss development

- Backwash

interval IXa:

- Type (fixed-bed arrangement IX, suspended magnetic resin MIEX® or suspended SIX®)
- Surface loading rate
- Media type / depth
- Empty bed contact time for optimal color removal
- Headloss development
- Backwash interval
- Regeneration frequency and method

Initial screening of alternatives, like pre-oxidation chemical and dose, and type of IXa resin, will be done within a short period of time (in weeks) on bench-scale before moving forward with testing within a long period of time (in months) on larger pilot-scale.

Major components of this piloting task include the following sub-tasks.

1. Treatability Test planning
2. Equipment procurement, installation and testing

The sections below provide a more detailed description of each sub-task with corresponding activities, deliverables and meetings. The assumptions of each subtask are included in Section 5 ASSUMPTIONS of this task order.

Subtask 4.1 – Treatability Testing Planning

Treatability Test Plan

Before conducting a treatability study, consisting of bench-scale and pilot-scale tests, CITY will need a planning document to implement and document activities associated with the testing effort.

CONSULTANT will prepare a treatability test plan TM with the following major components:

- Background and objectives
- System process design criteria, process flow diagram and mechanical requirements
- Phasing, schedule and budget
- Consumables requirements
- Division of operations and maintenance responsibilities (between CONSULTANT, CITY and equipment suppliers)
- Water quality (WQ) sampling and analysis
- Data acquisition, reduction, analysis and reporting
- Data logging sheets
- Regulatory requirements

CONSULTANT will develop a treatability testing plan as outlined above for the proposed treatment processes including oxidation, media filtration and IXa treatment. The approach is to work from

small-scale (bench) to larger scale (pilot) to minimize cost and time. CONSULTANT will meet with CITY to discuss the draft treatability test plan. CONSULTANT will incorporate CITY comments into the final test plan for the subsequent bench and pilot design.

Installation Requirements

To support the bench and pilot system construction and installation, CONSULTANT will use the final treatability test plan to prepare an installation requirements TM with the following components:

- Site inspection to determine bench and pilot location, shelter needs, potential electrical sources, water sources, and disposal locations
- Initial contact with vendors to determine equipment options, cost and availability
- Preliminary system design criteria, pipe sizing, and equipment cut-sheets
- Sketches showing test layout and connections to feed waters, waste disposal and power
- Remote data connections

After determining the preliminary equipment and materials needs, CONSULTANT will conduct a site visit with CITY staff to determine the best location(s) within the facility that will meet the bench and pilot system requirements. CONSULTANT will complete the installation requirements based on these selected locations. CONSULTANT will meet with CITY to discuss the draft installation requirements TM. This meeting will be combined with the meeting for the testing plan. CONSULTANT will incorporate CITY comments into the final installation requirements TM for the subsequent equipment and materials procurement and installation.

Subtask 4.2 – Equipment Procurement, Installation and Testing

Under this task, CONSULTANT will conduct bench and pilot testing to help determine the process design and operational criteria of the proposed treatment processes. Specifically, the treatability study will focus on determining the following:

- Preferred pre-oxidant, dose and contact time for iron oxidation (bench-scale)
- Media filtration rate, media type / depth and empty bed contact time (pilot-scale) with selected pre-oxidant and dose from above bench-test. This includes determining filtrate water quality, backwash frequency and backwash water quality.
- Preferred resin type / depth / empty bed contact time for color removal (bench-scale)
- IXa surface loading rate, media type / depth and empty bed contact time (pilot-scale) with selected media and arrangement from above bench-test and with oxidation and media filtration as pre-treatment. This also includes determining treated water quality, backwash and regeneration frequency and backwash and regeneration brine water quality.

As part of the testing effort, CONSULTANT will:

- Procure equipment, materials and if needed vendor skids and/or skid components and have them delivered to CITY's West WTP site
- Provide engineering support services during installation and startup
- Provide full-time operations support during a 2-week bench-scale testing period
- Provide full-time operations support during an initial 2-week optimization phase followed by part-time operations support during 3-months steady state phase to monitor pilot system performance, make operational adjustments, fix mechanical issues, conduct WQ sampling, and replace consumables.
- Compile and analyze operating data.
- Conduct water-sampling on a weekly basis. Sampling will include general feed and treated water WQ parameters during optimization and steady state operations.
- Prepare a report at the end of the pilot study that summarizes bench and pilot operations, performance data, water quality, and makes recommendations for full-scale design.
- Meet with CITY every 4 weeks to review testing progress; two of those meetings will be held face-to-face at the WTP site and the others remotely by Microsoft Teams.

Task 4 deliverables:

- Test plan in Adobe PDF electronic format
- Installation requirements TM in Adobe PDF electronic format
- Equipment lists and installation instructions for selected test equipment
- Progress meeting presentations in Adobe PDF electronic format
- Treatability test report Adobe PDF electronic format

Task 5 – Confirm water demands, water quality goals and alternative evaluation

This task will provide the overarching goals of the project, covering the capacity of the lime softening replacement treatment system and finished water quality goals. The task will be completed with an alternative evaluation and confirmation of the preferred alternative.

Subtask 5.1 Confirmation finished water demands

The goal of developing potable water demand projections is to understand how much water is needed in the future. Based on discussions, CITY has performed recent population and water demand forecasting as part of the Integrated Utility Master Plan. As part of the effort of this scope of services, CONSULTANT will peer review data, verify assumptions and calculations, and update results, if deemed necessary. CONSULTANT will also review latest draft of the Lower East Coast Supply Plan recently published by the South Florida Water Management District. The same but updated data will be used by CONSULTANT as the basis for the projections. This information is expected to be segregated both spatially and over time (covering up to 2045) and will be made available in native file format for use by CONSULTANT. Population projections will be done on the TAZ basis.

CONSULTANT will organize a workshop, to be attended by up to three team members, with CITY's Planning staff to discuss existing information and plans and update existing population
City of Deerfield Professional Engineering Services for Anion IX System

projections. CONSULTANT will prepare an agenda and workshop summary to document conclusions and action items. CONSULTANT will review CITY's Comprehensive Plan as it relates to the water system service area and required level of service. Any new or future developments and any plans for land annexation provided by CITY will be incorporated into the population projection effort.

The water demand projections include integrating updated information on population records and projections, non-residential development and potential re-development plans, land use (current and projected), and changes to wholesale or other large water users. CONSULTANT will review existing water conservation and demand management measures and predict potential future efficiency gains. CONSULTANT will develop water projections in 5-year increments starting in 2025 through 2045.

As part of this task, CONSULTANT will verify water use factors for various water uses within the service area to project water demands during the planning period. Historical records, corrected with conservation and water demand factors, will be analyzed to develop annual average and seasonal water demands and flows and to estimate peaking factors for potable water use.

The findings of this task will be summarized in a TM and discussed at a water demand workshop organized and attended by up to three CONSULTANT team members. Following the workshop, CONSULTANT will finalize the Water Demand TM and issue to CITY.

Subtask 5.2 Corrosion control treatment and finished water quality goals

CONSULTANT will collect and review historic Lead and Copper Rule (LCR) compliance sampling, source, treated, and distribution system water quality, and operational data of the West WTP, flushing programs and practices, as well as pipe age and pipe materials used in the distribution system for mains, service lines and premises plumbing. Following the data collection and review, CONSULTANT will conduct a desktop evaluation of the current versus new WTP finished water quality impact on distribution system water corrosion control indices, pH, alkalinity, and hardness. The new finished water may incorporate a higher percentage of non-softened bypass-blend water treated with the IXa treatment system.

CONSULTANT will then conduct an on-site distribution water quality assessment in several areas of the distribution system to characterize existing distribution water quality and existing scales in the distribution lines as follows:

- At the point of entry (POE)
- In areas with older pipe including asbestos cement and iron-based pipes
- Dead-end(s) and other areas of low and high water age
- Areas of discolored water and odor complaints
- Areas with the most common pipe material
- Pipe-scale analysis in several portions of the distribution system if pipe sections are available

In preparation for this system assessment, CONSULTANT will develop a testing plan and sampling protocols using approved standard methods or the best practice available. The sampling plan will include up to 20 sample locations within the distribution system. The testing plan defines the field work and laboratory work and will include key parameters as listed below:

- pH
- temperature
- ORP
- conductivity
- turbidity
- apparent color
- alkalinity
- total manganese
- total aluminum
- total iron
- heavy metals
- sulfate
- total and dissolved calcium hardness
- nitrite
- free ammonia
- total and free chlorine

As part of the field work, CONSULTANT will provide monitoring instruments and chemical reagents to analyze most parameters mentioned at no additional cost to CITY with exception of sulfate, chloride and a scan of heavy metals including arsenic, selenium, and antimony. It is expected that up to fifteen samples will be analyzed by CITY's appointed, qualified laboratory for chloride, sulfate, and heavy metals. Chemical reagents are necessary to measure the water quality parameters listed above in the field. Additional general laboratory equipment may be necessary to be purchased by CONSULTANT if CITY does not own these items such as a magnetic stirrer, and pipets.

Following the completion of the distribution assessment, CONSULTANT will conduct an Optimal Corrosion Control Treatment (OCCT) evaluation of current versus new WTP finished water quality impact on distribution system water corrosion control indices, pH, alkalinity, and hardness. The assessment will include review of Pourbaix charts and solubility curves of metals and incorporate effects of nitrification. Potential water quality constraints for corrosion control treatment alternatives will be identified that may impact regulatory requirements including modification of pH and alkalinity ranges, and possible transition to corrosion control chemicals such as orthophosphate or ortho/polyphosphate blends.

The outcome of this study analysis is an OCCT study TM, which includes a table with finished water goals for the West WTP. This OCCT TM will be discussed at a workshop organized and attended by up to three CONSULTANT team members. Following the workshop, CONSULTANT will finalize the OCCT TM and issue to CITY.

Follow-up work may include a pipe loop test, if this is recommended, and/or permit application to the Florida Department of Environmental Protection (FDEP) to modify the Water Quality Parameters (WQP). This follow-up work will be part of a future work authorization.

Subtask 5.3 Alternatives evaluation

After completing the previous tasks, establishing the design and operational criteria for the IXa treatment system and confirming the future WTP capacity and finished water quality goals, CONSULTANT will finalize a list of up to three treatment alternatives, to replace the lime softening plant, that will be evaluated as part of this subtask. The recommended alternative presented in the Integrated Utilities Master Plan is an oxidation, filtration and IXa treatment system, but there are other alternatives available that may meet project goals, are more cost-effective and produce a better treated water quality.

Possible alternatives are presented below, including treatment process components:

- Oxidation, filtration, and IXa treatment (Master Plan alternative) to remove iron and organics/color from the source water. Depending on finished water quality goals, identified under the previous task, an additional softening process may be required. Similarly, depending upon the PFAS sampling results from source water wells, a PFAS removal process may also be required. The brine from the IXa treatment system may be discharged to the existing onsite deep injection well (DIW) or to the sanitary sewer.

- Nanofiltration (NF) treatment to remove/reduce iron, organics/color, alkalinity, hardness and PFAS with one membrane treatment step. Depending on future Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) legislation related to PFAS, this may require additional treatment for PFAS in the concentrate. Additional Floridan Aquifer source water may be needed to compensate for additional treatment losses with NF. The increased concentrate flow will be discharged to the existing onsite DIW.
- A hybrid of the above with an increase in NF capacity and a reduction in oxidation, filtration, and IXa treatment capacity. Dependent upon finished water quality goals this alternative may not require additional treatment for hardness, alkalinity, PFAS and/or other finished water quality constituents. This will be part of the evaluation. The increased concentrate and brine flows will be discharged to the existing onsite DIW.

Alternatives may include phasing based on actual capacity needs to minimize unnecessarily high capital and operating cost expenditure initially and may include trade-offs between various performance criteria such as treatment capacity, treated water quality, system recovery, redundancy, chemical use, and power consumption.

For each of the up those lime softening replacement alternatives, CONSULTANT will:

- Provide description and high-level process schematic
- Identify existing system components to be repurposed or used in new configuration
- Develop preliminary mass balance and high-level design criteria
- List advantages/disadvantages
- Utilize our CPES™ cost model to quickly develop accurate comparative capital, operating and lifecycle costs
- Conduct an initial benefit-cost analysis using Jacobs' decision tools
- Evaluate operations, performance and finished water quality with the different treatment technology methods under minimal, average and maximum flow conditions

Estimates of probable construction cost will be at Class 5 level as defined by the Association for the Advancement of Cost Engineering International, AACEI. Estimates of operating cost estimates will cover chemical and energy use, residuals management and O&M labor.

Task 5 deliverables:

- Water demand projections TM in Adobe PDF electronic format.
- OCCT TM in Adobe PDF electronic format. Includes table with finished water quality goals.
- Alternatives evaluation TM with Class 5 estimates for alternatives.

Task 6 – Preliminary Design

This task will provide the preliminary design of an IXa treatment system to replace the existing lime softening system and CONSULTANT detailed services have been developed based on that.

Alternatively, this task may provide the preliminary design of an alternate treatment system to replace lime softening and in that case, CONSULTANT services need to be amended.

The treatment process, design capacity and design / operational criteria are confirmed in the previous tasks. The location of the new treatment system will be confirmed during the preliminary design, but it is expected the location will be southeast of the filter press building or south of the existing filters, in both cases on land that is owned by CITY. It is anticipated that a Anion IX treatment system will cover the following components:

1. Raw water transmission system:
 - a. On site raw water pipelines modifications to improve hydraulics.
2. Iron removal treatment:
 - a. Above-ground metering header with an emergency pressure relief system.
 - b. Chemical pre-oxidation with sodium hypochlorite to convert from dissolved to suspended iron and hydrogen sulfide.
 - c. Multiple pressurized filter vessels with filter media, and associated face piping. (Alternatively, reuse of existing gravity filters will be considered.)
 - d. Backwash pumps and air scour blowers for media filter vessels.
 - e. Backwash recovery tank and supernatant return and waste pump station (Alternatively, reuse of existing backwash recovery system will be considered.)
3. Color removal treatment:
 - a. Multiple pressurized, vertical vessels with color-removal IXa resin media, and associated face piping.
 - b. Backwash pumps for IX vessels.
 - c. Resin regeneration system, including salt storage.
4. Chemical treatment covering bulk storage and metering pumps of following chemicals:
 - a. Sodium chloride (brine) storage system.
 - b. Modification of sodium hypochlorite system for pre-oxidation
 - c. Corrosion inhibitor, if a change is needed based on OCCT study.
5. IX building consisting of process areas for the following:
 - a. Additional chemical systems.
 - b. Electrical equipment.
 - c. IX regeneration system.
 - d. Local control panels for media filters and IXa vessels.
6. Electrical support system:
 - a. Main motor control center for above new equipment.
 - b. Variable speed drives and soft starters for motors.
7. Instrumentation support system:
 - a. Distributed control with remote PLCs, designed with redundancy.
 - b. Modifications to SCADA terminals in the existing control room.
 - c. Instruments to support process monitoring and controls.
8. Site work:
 - a. Yard piping.
 - b. Stormwater piping and detention ponds.

- c. Roads and parking areas.
 - d. Yard conduits and piping
- 9. Demolition:
 - a. Existing lime softening Accelerator
 - b. Media filters, and associated clearwell and transfer pumps.
 - c. Utilities related to the above structures and equipment.

Subtask 6.1 – Conceptual (15%) Design

As part of the task, CONSULTANT will organize site visits for CITY personnel to existing, operational Biscayne Aquifer IXa treatment systems in Boynton Beach, Pembroke Pines, Lee County, Sunrise and/or Palm Beach County. The objective of the site visits is to review the different design approaches and equipment arrangements, and to assess advantages and disadvantages of the equipment and arrangements. Also, CONSULTANT and CITY will identify and develop design preferences as it relates to CITY's IXa treatment system project.

To facilitate early site layout development, CONSULTANT will develop a preliminary site plan covering sizes and location of new process equipment, IXa building, site structures and features, and utility corridors. The layout will reserve space for future process equipment and structures. The layout will also identify setbacks, buffer requirements, landscaping needs and traffic & delivery truck logistics onto and around the site.

CONSULTANT will develop a "Process Design TM", at the conceptual design level (15%), to document important design criteria for the above work items and to document City's design preferences and arrangements developed during the site visits. The alternatives evaluation will integrate the experience from IXa operations at CONSULTANT and other facilities, knowledge obtained during the site visits and will cover the different process equipment sizes and arrangements:

- Dose location and contact volume of pre-oxidant.
- Number and size of media filters.
- Number and size of backwash pumps.
- Size of washwater recovery and number and size supernatant pumps.
- Number and size of IXa vessels.
- Number and size of IX backwash pumps.
- Size of regeneration tanks and number and size regeneration pumps
- Number and size of chemical storage tanks for the brine

CONSULTANT will organize a review meeting with CITY to discuss the Process Design TM. A meeting summary will be prepared to document the conclusions and actions of the meeting. The comments made by CITY will be incorporated into the final version of the TM, which will be included in the Preliminary Design Report as the process-design chapter.

Subtask 6.2 – Preliminary (30%) Design

Following CITY's approval of the final Process Design TM, CONSULTANT will develop the "Preliminary Design Report". The Preliminary Design Report will contain preliminary design drawings and other preliminary documents illustrating the design concept and the relationship of the project components to other, existing site infrastructure. The documents will be in sufficient detail to develop budget construction pricing and obtain preliminary approvals from the governmental permitting agencies.

CONSULTANT will develop a Class IV estimate of probable construction costs, in accordance with the AACE International Recommended Practice No. 56R-08.

The Preliminary Design will cover the following, as applicable:

- Design criteria and process design narrative.
- Mass balance and process flow diagram.
- Hydraulic profile that facilitates the sizing of pumps, suction lines, tanks, and discharge lines.
- Equipment general arrangement drawings.
- IX building layout, covering operations and process areas.
- Preliminary site plans covering yard piping, with a depiction of size, location and orientation of future facilities.
- Single line diagrams. As part of the preliminary design, CONSULTANT will review different electrical voltage options for main switchgear, MCCs and various large pumps.
- Process instrumentation and block diagrams.
- Description of facilities including a written synopsis of applicable code requirements, laws and regulations and planned integration with existing facilities.
- Civil, architectural, structural, building mechanical (HVAC/plumbing), process-mechanical, electrical, and I&C narratives of the work.
- Equipment cutsheets.
- Draft sequence of construction and startup plan.
- Estimate of probable construction costs.

CONSULTANT will organize a review meeting with CITY to discuss the draft preliminary design documents, at an approximate 30% completion level. A meeting summary will be prepared to document conclusions and actions of the meeting. The comments made by CITY will be incorporated into the final version of the preliminary design documents.

Task 6 deliverables:

- Preliminary site plan.
- Process design TM in Adobe PDF electronic format
- Preliminary design report, in Adobe PDF electronic format.
- Class V estimate of probable construction costs

Task 7 – Permitting assistance

CONSULTANT will prepare the permit application documents on behalf of CITY (permittee) for the Potable Water Supply (PWS) permit of the preferred treatment system project from the FDEP South District, based on the preliminary design report developed under Task 6.

As part of this task, CONSULTANT will participate in a pre-application meeting with the permitting agency having jurisdiction over the project in order to confirm the agency's review criteria and assumptions required for the project. CONSULTANT will provide advance notice to CITY of planned

meetings. CONSULTANT will respond to up to three requests for additional information (RFI) from each of the permitting agencies.

Permitting assistance for an Environmental Resource Permit (ERP) from FDEP, a site plan from planning and zoning board of the City, construction permit from the building department of CITY and an environmental permit from the County is not included in this task. It is assumed that the design- builder will provide this assistance.

Task 7 deliverables:

- PWS permit application documents
- Request for information responses for above permit submissions

Task 8 – Design criteria package

Subtask 8.1 – Intermediate (60%) Design

Following the approval of the preliminary design documents, CONSULTANT will develop the intermediate design documents for this project. The intent is to be prescriptive for the design-builder contract but still leave some flexibility for optimization for disciplines not directly applicable to the water treatment process. At approximate 60% design completion level, the design drawings will be checked for quality control and be reviewed for internally consistency with each other and with field data gathered as part of this Agreement and data provided by CITY.

CONSULTANT will organize a review meeting with CITY to discuss the draft documents. A meeting summary will be prepared to document the conclusions and actions of the meeting. The comments made by CITY will be incorporated into the design criteria package document.

The drawings will cover approximately 94 sheets, including:

- 16 cover and drawing index sheets, abbreviations sheets, general notes, and discipline legends sheets.
- 10 civil sheets covering existing conditions, site civil and survey, yard piping, demolition plans, and detail sheets.
- 6 architectural sheets showing IXa building plan, elevations, and details.
- 6 structural sheets showing IXa building and other structures plan, sections, and detail sheets.
- 8 HVAC, plumbing and fire protection sheets for IXa building, including equipment schedule, mechanical plans and detail sheets.
- 24 process mechanical general arrangement sheets with plan views, cross-sections, isometrics, piping arrangement details and standard details.
- 12 electrical sheets covering existing conditions, single line diagrams, electrical plans, panel schedules, and electrical details.
- 12 instrumentation and control sheets covering P&IDs, block and network diagrams and instrumentation details.

Subtask 8.2 – Design Criteria Package

After the 60% design has been completed, CONSULTANT will develop the design criteria package for the design-build contract. The package will include design criteria and performance and technical specifications of major equipment and the intermediate design drawings of the previous task. The design criteria package will also include a construction and startup sequence to minimize plant operations disruptions and plant interfaces.

This project may be funded in whole or in part with American Rescue Plan Act (ARPA) funds, in which the selected design-builder, its sub-contractors and equipment vendors will be required to comply with ARPA requirements as referenced and in this RFQ. These requirements will be listed in the design criteria package.

CONSULTANT will organize a review meeting with CITY to discuss the draft design criteria package document. The meeting will be combined with meeting under subtask 8.1. A meeting summary will be prepared to document the conclusions and actions of the meeting. The comments made by CITY will be incorporated into the design criteria package document.

Task 8 deliverables:

- Intermediate design drawings (60%), in Adobe PDF electronic format and hard copy format
- Design criteria package

Task 9 – Bidding support

Unless otherwise agreed in writing, CONSULTANT will perform the following bidding services in connection with the Project:

- Assist CITY staff in preparing the design-build bid package. CITY will prepare the Division 0 documents for issuing the bid documents. CONSULTANT will assist CITY in obtaining bids for construction and attend the pre-bid conference.
- Prepare for CITY's approval written addenda as appropriate to interpret, clarify or expand the bid documents. CONSULTANT will coordinate with CITY during the bidding process and be available to assist CITY in addressing bidders' questions and comments at any time during the bidding process.
- Review and advise CITY as to the qualifications of prospective contractors and prospective subcontractors, suppliers, and others proposed by the bidder and will assist in the evaluation of bids received for determination of compliance with the bidding requirements and recommendation of the lowest responsive and responsible bidder. CONSULTANT will provide a bid award recommendation however CITY will be responsible for making the final selection of the successful bidder.

Task 9 deliverables:

- Technical information for bidding addenda
- Bid award recommendation

Task 10 – Owner’s representative during detailed design and construction

As part of this task, CONSULTANT will provide professional and Owner’s Rep. services during the detailed design by design-builder and installation of the lime softening replacement treatment system. At this stage, the exact services to be provided as part of this task are difficult to detail, but following place-holders services are assumed:

- Provide 160 hours of support to CITY in providing feedback on final design documents, shop- drawings, equipment cutsheets and requests for information (RFI) from the selected design- builder and their equipment vendors.
- Observe selected construction work, equipment testing, and witness performance testing during up to 15 separate part-day site visits, with a total of 120 hours, to the WTP attended by one team member. Results will be documented in observation/witness sheets and made available to CITY. CONSULTANT will only visit after a specific request of CITY. These visits are intended to cover the testing of only a few critical pieces of equipment, not all since that is assumed to be done by the design-build contractor.
- During the month following treatment system startup, support CITY in optimizing operations for ten one-day visits, with a total of 80 hours.
- Community outreach and commission update services, with a total of 40

hours. Task 10 deliverables:

- Design review sheets in Adobe PDF electronic format
- Shop-drawing review and RFI response sheets in Adobe PDF electronic format
- Installation observation and test witness sheets in Adobe PDF electronic format
- Coordination memos/emails with operational staff for membrane optimization in Adobe PDF electronic format

3. DELIVERABLE SCHEDULE

The intended submittal time of each deliverable is included in the table below. The anticipated total duration of this task order is 208 weeks (4 years).

Task	Deliverable ¹	Time from NTP
Task 1 Project Management Services	List of requested information	2 week
	Kickoff meeting summary	3 weeks
	Progress meeting summaries	As required
	Monthly progress reports and invoices QA/QC sheets of deliverables	
Task 2– Information gathering and review	List of requested information	2 week
	Gap analysis TM	4 weeks
Task 3 – Condition and process/hydraulic assessments and needs prioritization	Asset conditions assessment TM	20 weeks
	Hydraulic/process review TM	18 weeks
	Asset replacement model TM	26 weeks
Task 4 – Verification of treatment of preferred alternative	Test plan TM	6 weeks
	Installation requirements TM	6 weeks
	Equipment lists and installation instructions for selected test equipment	8 weeks
	Progress meeting presentations	As required
	Treatability testing report	30 weeks
Task 5 – Confirm water demands, water quality goals and alternative evaluation	Water demand projections TM	12 weeks
	OCCT TM	24 weeks
	Table with finished water quality goals	24 weeks
	Alternatives evaluation TM with Class 5 estimates	32 weeks
Task 6 – Preliminary Design	Site master plan	36 weeks
	Process design TM	38 weeks
	Preliminary design report (30%)	46 weeks
	Class V construction cost estimate	48 weeks
Task 7 Permitting Assistance	Permit application documents	As required
	Responses to requests for additional information	As required

Task	Deliverable ¹	Time from NTP
Task 8 – Design Criteria Package	Intermediate design documents (60%)	52 weeks
	Design criteria package	54 weeks
Task 9 – Bidding Support	Technical information for bid addenda	As required
	Bid award recommendation	As required
Task 10 – Owner Rep.	Design review sheets in Adobe PDF electronic format	As required
	Shop-drawing review and RFI response sheets	As required
	Installation observation and test witness sheets	As required
	Coordination memos/emails with operational staff	As required

¹ The deliverables mentioned in the table are draft deliverables. The final version of the deliverables will be sent 2 weeks after receiving comments from CITY.

4. COMPENSATION

Services proposed by CONSULTANT in this scope of work will be performed in accordance with the Agreement, dated __. CONSULTANT proposes to perform the work described herein on a lump sum (LS) basis. The total estimated fee including labor and expenses associated with this scope of work is \$1,749,686.

Task/SubTask	Hours	Labor	Subs	Expense	Lump Sum Cost
Task 1 Project management	862	\$164,864	\$17,554	\$2,349	\$184,767
Task 2 Information gathering and review	91	\$9,802	\$2,988	\$134	\$12,924
Task 3 Condition and process/hydraulic assessments and needs prioritization					
SubTask 3.1 Asset conditions assessment	723	\$67,408	\$56,026	\$3,680	\$127,114
SubTask 3.2 Hydraulic/process assessment	369	\$51,350	\$1,984	\$1,558	\$54,892
SubTask 3.3 Risk-Based prioritization and asset replacement model	203	\$22,754	\$7,444	\$768	\$30,966
Task 4 Verification of treatment of preferred alternative					
SubTask 4.1 Treatability test plan	186	\$23,700	\$3,968	\$2,332	\$30,000
SubTask 4.2 Equipment Procurement, Installation and Testing	864	\$107,008	\$2,976	\$89,320	\$199,304
Task 5 Confirm water demands, water quality goals and alternative evaluation					
SubTask 5.1 Confirmation finished water demands	98	\$2,490	\$21,824	\$634	\$24,948
SubTask 5.2 Corrosion control treatment and finished WQ goals	540	\$72,128	\$6,664	\$8,380	\$87,172
SubTask 5.3 Alternatives evaluation	294	\$39,948	\$4,016	\$634	\$44,598
Task 6 Preliminary design					
SubTask 6.1 Conceptual Design (15%)	490	\$63,352	\$12,912	\$2,832	\$79,096
SubTask 6.2 Preliminary Design (30%)	1,756	\$185,722	\$109,710	\$4,756	\$300,188
Task 7 Permitting services	132	\$18,228	\$0	\$0	\$18,228
Task 8 Design criteria package					
SubTask 8.1 Intermediate design (60%)	2,006	\$213,064	\$122,390	\$4,198	\$339,652
SubTask 8.2 Design criteria package	488	\$56,520	\$36,342	\$2,924	\$95,786
Task 9 Bidding support services	138	\$18,060	\$8,466	\$424	\$26,950
Task 10 Owner's representative during detailed	400	\$48,618	\$40,708	\$3,774	\$93,100
Project Total	9,640	\$1,165,016	\$455,972	\$128,698	\$1,749,686

CONSULTANT will provide CITY a monthly invoice for the services provided based upon the schedule values detailed in the compensation table above, along with a summary of activities performed under this contract. An estimated earned value (percent complete) for each project sub-task will be the basis for progress payments.

The proposal is effective for 90 days.

5. ASSUMPTIONS

The following key assumptions were made in the compilation of this scope of work and the estimation of the level of effort:

Project Management:

- CITY will assign a project manager who will be CONSULTANT's main point of contact during the project. This project manager will consolidate CITY's comments to draft deliverables and will respond within two weeks of each submittal date.
- CITY will provide the requested information including operational and water system data and previous reports, plans and specifications as referenced in Task 1.
- Three hard copies of design deliverables, besides one electronic or PDF format copy, will be provided. Hard copies of design drawings will be provided on 17 x 11 format. Hard copies of TMs, reports and design criteria package will be provided on 11 x 8.5 format.
- CONSULTANT will reasonably rely upon the accuracy, timeliness, and completeness of the information and data provided by CITY or third parties without independent verification. Additional effort by CONSULTANT due to invalid data or information provided by CITY or others, may entitle CONSULTANT to additional compensation.

Information gathering and review

- Source water wells PFAS sampling and analysis will be performed and paid for by

CITY. Site Assessments:

- CITY will inform CONSULTANT of any safety rules, personal protective equipment, safety precautions, restricted areas, hazardous chemicals, and emergency procedures prior to commencing any site visits to the WTPs.
- CONSULTANT will be responsible for the health and safety only of its own employees and will develop a Health and Safety Plan for this project.
- Site assessments are limited to visual inspections; any subsequent equipment and materials testing, including sound testing, ultrasonic testing, infrared thermography to measure paint and concrete cover thickness, hydraulic testing to confirm pump performance, and concrete testing to confirm structural integrity can be done as an amendment to this scope of services or performed by a third party.
- Assets that are buried or are underwater and cannot be dewatered will be assessed based on CITY's knowledge and written documents, including previous reports, maintenance and repair records, and existing record drawings and databases.

Water Demand Projections:

- The Florida Bureau of Economic and Business Research (BEBR) medium population projections in 5-year increments through 2045 for Southeast Florida will be used as the base projection set and as modified by CITY, Broward County, and large users.

Treatability Testing:

- Testing services are limited to oxidation, filtration and IX treatment processes and do not cover softening and PFAS removal treatment processes. If those are needed, then an amendment to this scope of services needs to be agreed.
- Testing period will be limited to 2 weeks bench-scale testing, 2 weeks pilot optimization and 3 months steady-state pilot operation. During the bench-scale and pilot optimization testing, CONSULTANT will be onsite full time during normal weekday business hours to make operating adjustments, monitor bench and pilot performance, verify consumables, take WQ samples, and inspect the pilot equipment. During the extended 3 months steady state operation, CONSULTANT will be onsite half time to verify consumables, take WQ samples, and inspect the pilot system.
- CONSULTANT shall not take ownership and shall not bare any financial responsibility for repair and/or replacement work of pilot testing equipment.
- Bench and pilot source water will be from the existing raw water pipe before any chemical addition and before it enters the Accelator®. Connections to the raw water pipeline and waste lift station for pilot waste disposal will be made by CITY. Interconnecting pipework will be installed by CONSULTANT. Electrical connection will also be made by CITY.
- Bench testing will be performed with materials, glassware and equipment from CITY, at the West WTP laboratory. Pilot testing will be performed with pressure vessels available from CONSULTANT. Pilot equipment will be designed for automatic operation, data logging and remote monitoring, as much as possible. However, operator interaction will be needed for once-per-shift data logging and for the occasional shutdown/restart of the system or to make minor adjustments to the system.
- WQ sampling and analysis will be conducted to demonstrate compliance with treated WQ requirements established by CITY and with EPA and FDEP drinking water regulations.
- CONSULTANT will collect and ship water samples for analysis to a laboratory or will conduct local field analyses using CONSULTANT provided equipment. Field analyses include pH, temperature, turbidity, conductivity, total hardness, total alkalinity, UV254, and color. Common laboratory WQ analyses such as total organic carbon (TOC), total suspended solids (TSS), primary positive and negative ions, and disinfection byproducts will be conducted by CITY's contracted local laboratory and directly billed to CITY.
- CITY will provide all chemical consumables to run the bench and pilot

equipment. Corrosion Control Treatment Study:

- Scope of system assessment is limited to 20 sample locations. Based on available information, and other similar systems, this is considered sufficient.
- CITY will provide analytical equipment, reagents and glassware to analyze most corrosion assessment water quality parameters with exception of sulfate, chloride and a scan of heavy metals including arsenic, selenium, and antimony. It is expected that up to twenty samples with

these analytes will be analyzed by CITY's appointed, qualified laboratory for chloride, sulfate, and heavy metals and paid for by CITY.

- Pipe-loop tests are not included in this scope of work. If recommended as part of this OCCT study, this testing will be performed as part of a follow-up work authorization.
- Preparation and coordination of a FDEP permit application to modify the OCCT at CITY's WTPs are not included in this scope of work. If a permit modification is needed, this work will be performed as part of a follow-up work authorization.

Alternatives Evaluation:

- All intellectual property contained in the elements used to construct Replica™, WaterPro, BioWin and Multi-Criteria Plus models will remain the property of CONSULTANT. No access to the structure and code will be provided. CONSULTANT will provide an executable runtime version for CITY's use.

Design Services:

- Design services for outside-of-fence facilities and utilities are not included, including the production wells, wellheads, and raw water transmission. Also, design work for the deep injection well maintenance work is not included although modifications to the concentrate pipeline and pump station are. These excluded services are performed by another consultant under different contracts.
- Design services described herein are a 'placeholder' and are based on the preferred alternative described in the Utilities Comprehensive Master Plan, being IXa treatment system, to replace lime softening. If the outcome of task 5 indicates a different preferred alternative, then the services in subsequent tasks need to be revisited in an amendment.
- The design drawings will follow the CAE/CAD standards of CONSULTANT and will be developed in MicroStation 3D. At the end of the project, the 60% design drawings will be converted to AUTOCAD, and transmitted to CITY.
- CONSULTANT master technical specifications (Division 01 - 49) will be used as the basis for the equipment prescriptions in the design criteria package. CITY will provide procurement and contracting requirements in Microsoft Word format for CONSULTANT to edit for project specific requirements.
- The design criteria package document will be prepared for a single construction contract. No equipment or other pre-purchase specifications will be required.
- Estimates of probable construction costs will be prepared in accordance with the American Association for Cost Engineering (AACE) International Recommended Practice No. 56R-08, Class 5, 4 and 2 cost estimates.
- In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the project, CONSULTANT has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or

maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by operating personnel or third parties; and other economic and operational factors that may materially affect the ultimate project cost or schedule.

Permitting Assistance:

- Permitting fees will be paid by CITY and/or their selected Contractor.
- Permitting support only covers the PWS permit with FDEP. Services to support the CITY's building permit and associated environmental permit from Broward County are not included in the scope of services. Permitting support for CITY's Site Plan Application process is also not included. An application to modify the site plan of the existing, operational West WTP site is not expected to be needed.
- Based on experience, CONSULTANT will use the 30% design documents for the FDEP's PWS permit application. CITY does not object to using the 30% design documents for Task 7 (permit application), with the understanding that should FDEP deem the 30% plans insufficient for evaluation/approval, CONSULTANT will provide the same deliverables in Task 7 using the 60% plans at no additional cost to CITY.

Bidding Support:

- CITY will lead the procurement effort, supported by CONSULTANT, including preparation of bidding documents such as the invitation to bid, agreement and General Conditions.
- CITY will make the bid award to preferred design-build bidder and may use the CONSULTANT's bid award recommendation in that decision.

Owner's Rep services during design-build implementation:

- The services under this Owner's Rep heading are uncertain because it depends on the outcome of previous tasks. The level of effort is limited to the number of hours specifically highlighted in the scope of work description.
- Any review by Consultant of design prepared by a third- party shall be for general conformance with the design intent, drawings, and specifications but not a complete review of all design details and calculations. The designer and their design professionals shall remain responsible for the accuracy and completeness of their design and construction documents. Consultant does not assume any liability for work product(s) prepared by third parties, including but not limited to design and related work and makes no representation or warranty regarding same. Consultant will reasonably rely upon the accuracy, and completeness of the information/data provided by the Client or other third parties.

APPENDIX A – DETAILED FEE SHEET



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2023-2217

Agenda Date: 12/12/2023

Status: DEPARTMENTAL BUSINESS

In Control: City Commission

Title

Presentation regarding the architectural enhancements to the International Fishing Pier.

Background/History

On the morning of Thursday, November 10, 2022, Hurricane Nicole impacted the City's International Fishing Pier, severely damaging approximately one-fourth of the pier deck at its east end.

An in-depth assessment of the entire pier was contracted with Lakdas/Yohalem Engineering, Inc. The assessment inspections detailed the damage sustained by the structure and the electrical system, and reported widespread decay in the supporting wood elements of the deck, as well as spalling and steel corrosion in some of the supporting concrete elements of the pier. The findings also include deficiencies and corrosion in the parts of the electrical system.

As a result, a new wood supporting system was designed to replace the elements damaged by the storm and the decaying elements, repairs were specified for the affected concrete elements, and a new electrical system was designed to replace the existing system. Construction documents and estimates for the needed repairs are complete and currently out to bid with a bid closing date of November 14, 2023.

Current Activity

Given the scope of intervention needed, and considering the importance that the International Fishing Pier represents to the City, staff considered attention to improving the pier experience for sightseers and anglers. Therefore, architectural concepts for enhancement and improvement of the Pier were presented to the City Commission on September 13, 2023 for consideration and guidance.

Three options were presented. The first option made no enhancements and just consisted of repairs to the damage to the pier. The engineer's estimate for the base cost of these repairs is \$3,600,000. The second option primarily focused on a mix of new wood and aluminum railing along the entire pier; new indirect alternate lighting incorporated into the railing with no bollard lighting; and the option for additional wood pavilions. This option would add an additional cost of \$1,600,000 over the base cost for the repairs. The third option incorporated all aluminum railing along the entire pier; new indirect alternate lighting incorporated into the railing with no bollard lighting; and two new aluminum pavilions. Aluminum is considered a more resilient solution and was presented to extend the longevity of these improvements. The cost for these improvements is estimated at \$2,120,000 over the base cost for the repairs.

Based on feedback received from the Commission in the September 13 meeting, it was determined that aluminum was not the preferred material for the handrail. The Commissioners also requested that the City look into improved amenities for fishermen. The City followed up the meeting with a public poll on the various options. From the public survey, the predominant improvements requested were improved shade and more seating and furniture.

Based on this feedback, the City finalized its recommendation based on Option 2 to include all new IPE wood handrail, two shade structures, lighting and indirect lighting from the handrails, improved furniture, fixtures, and equipment for an improved fishermen' and sightseer' experience. Upon approval of this recommendation, the City's consultant will develop 100% construction documents for these additional amenities within 90 days. The City will first explore a change order to the construction contract with Brother's Construction to see if they come in at a price that is fair and reasonable, and if not, issue a bid for these enhancements.

Recommendation

It is recommended the City Commission of the City of Deerfield Beach approve architectural enhancements to the International Fishing Pier consistent with public survey polls supporting Option 2, including an additional pavilion, IPE wood handrails, and furniture, fixtures, and equipment to improve the visitor and angler experience.



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2023-2245

Agenda Date: 12/12/2023

Status: DEPARTMENTAL BUSINESS

In Control: City Commission

Title

Resolution 2023/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the ranking and award of Request for Proposals No. #24-03-BA for the Deerfield Beach International Fishing Pier Repairs and Renovations; authorizing the City Manager to negotiate and execute an agreement with the top ranked, responsive and responsible proposer, Brothers' Construction Inc. in an amount not to exceed \$3,234,075.00; providing for implementation and an effective date. (Funds from Account #399-5060-519-65-30 - International Fishing Pier Structural Repair & Rehabilitation)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$3,234,075.00

Account Name: International Fishing Pier Structural Repair & Rehabilitation

Account Number: 399-5060-519-65-30

Background/History

The Purchasing and Contract Administration Division recently issued a Request for Proposals (RFP) for Deerfield Beach International Fishing Pier Repairs, RFP #24-03-BA. The RFP was advertised in the legal notices section of the Sun-Sentinel on October 6, 2023. The notice was also sent to three hundred ninety-five (395) prospective Offerors via the e-Procurement Marketplace. Fifteen (15) vendors viewed the documents of the RFP. On October 24, 2023, a Non-Mandatory Site Visit and Examination was held in person, followed by a Pre-Proposal Conference held in person and via Zoom. Two (2) addendums were issued to make changes, additions, and deletions to the RFP documents. On November 14, 2023, at 2:00 PM EST, the due date and time, the Purchasing and Contract Administration Division unsealed three (3) proposals. The proposals were reviewed by the Purchasing and Contract Administration Division to ensure the proposals met the RFP requirements.

Subsequently, each member of the evaluation committee appointed by the City Manager received their evaluation package, which consisted of: evaluation committee policies and procedures, and the evaluation sheets. Each Evaluation Committee Member independently reviewed and scored the three (3) responsive proposals according to the weighted criteria stated in the RFP prior to the public evaluation meeting held on November 20, 2023, at 11:00 AM EST in person and virtual via Zoom.

Current Activity

One Proposer (Brothers' Construction, Inc.) provided evidence for qualification under the Disadvantage Business Enterprise Program stated in the RFP documents, as per City Ordinance

Section 38-130, which allows their scores to be adjusted upward by five (5%) percent. After the scoring and the Evaluation Committee discussions of the proposals, there were no changes made to the scores. The Evaluation Committee was unanimous to recommend the City Commission to approve the ranking and allow the City Manager to execute a contract with the first ranked Proposer, Brothers' Construction, Inc. Reference checks were conducted on Brothers' Construction, Inc. and revealed positive ratings.

In accordance with previous directions from the City Commission, the City proceeded with this bid for the repairs to restore the existing pier. Should the Commission approve the concept for further enhancements to the pier, there may be a need for another competitive solicitation, negotiated change order, or other mechanism to perform the additional work, which will increase the total project cost beyond this item.

Recommendation

It is recommended that the City Commission approve the ranking and allow the City Manager to execute a contract with the first ranked Proposer, Brothers' Construction, Inc.

RESOLUTION NO. 2023/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE RANKING AND AWARD OF REQUEST FOR PROPOSALS NO. #24-03-BA FOR THE DEERFIELD BEACH INTERNATIONAL FISHING PIER REPAIRS AND RENOVATIONS; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH THE TOP RANKED, RESPONSIVE AND RESPONSIBLE PROPOSER, BROTHERS' CONSTRUCTION, INC. IN AN AMOUNT NOT TO EXCEED \$3,234,075.00; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, the City issued Request for Proposals No. 24-03-BA (the "RFP") for the Deerfield Beach International Pier repairs and renovations (the "Project"); and

WHEREAS, the RFP was advertised in the legal notices section of the Sun Sentinel on October 6, 2023 and the notice was also sent to 395 prospective respondents via the e-Procurement Marketplace; and

WHEREAS, 15 firms viewed the RFP documents; and

WHEREAS, on October 24, 2023, a non-mandatory site visit and examination was held in person, and a non-mandatory pre-proposal conference was held in person and via Zoom; and

WHEREAS, on November 1, 2023 at 2:00 p.m., the due date and time for the responses, the Purchasing and Contract Division (the "Division") unsealed the three (3) proposals that were timely received, and reviewed the proposals to ensure they met the RFP requirements; and

WHEREAS, the evaluation committee members independently reviewed and scored the three (3) responses in accordance with the weighted criteria stated in the RFP prior to the first public evaluation committee meeting; and

WHEREAS, the evaluation committee meeting was held on November 20, 2023 to score the responses based on the weighted criteria stated in the RFP; and

WHEREAS, one of the proposers, Brothers' Construction, Inc. ("Brothers' Construction") provided evidence of qualification for the Disadvantaged Business Enterprise Program in accordance with Sec. 38-130 of the City's Code of Ordinances, which allowed its score to be adjusted upward by five (5%) percent; and

WHEREAS, following the rankings, the evaluation committee concluded and was unanimous in their decision to make a recommendation to approve the ranking and award of the RFP to Brothers' Construction, the top ranked, responsive and responsible proposer, and authorize the City Manager to negotiate a contract with Brothers' Construction.

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 Ranking, with Brothers’ Construction as the top ranked responsive and responsible Proposer and award of the RFP to Brothers’ Construction.

Section 3. The City Manager and City Attorney are hereby authorized to negotiate an agreement with Brother’s Construction for the Project in an amount not to exceed \$3,234,075.00, which agreement shall be consistent with the terms of the RFP.

Section 4. Upon successful completion of the negotiations with Brothers’ Construction, the City Manager is hereby authorized to execute as Agreement with Brothers’ Construction in an amount not to exceed \$3,234,075.00 and consistent with the terms of the RFP, together with such additional terms as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 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



Memorandum

TO: Priscilla Cygielnik, Director of Environmental Services
FROM: Bogdan Avasiloe, Purchasing Manager
DATE: November 20, 2023
RE: **Deerfield Beach International Fishing Pier Repairs, RFP #24-03-BA**

The Purchasing and Contract Administration Division recently issued a Request for Proposals (RFP) for Deerfield Beach International Fishing Pier Repairs, RFP #24-03-BA. This formal competitive solicitation process complies with the City of Deerfield Beach procurement requirements. Details of the competitive solicitation process are as follows:

- The RFP was advertised in the legal notices section of the Sun-Sentinel on October 6, 2023. The notice was also sent to three hundred ninety-five (395) prospective Offerors via the e-Procurement Marketplace.
- Fifteen (15) vendors viewed the documents of the RFP.
- On October 24, 2023 at 1:00 PM EST, a Non-Mandatory Site Visit and Examination was held in person.
- On October 24, 2023 at 2:30 AM EST, a Non-Mandatory Pre-Proposal Conference was held in person and via Zoom.
- Two (2) addendums were issued to make changes, additions, and deletions to the RFP documents.
- On November 14, 2023 at 2:00 PM EST, the due date and time, the Purchasing and Contract Administration Division closed and unsealed three (3) proposals. The proposals were reviewed by the Purchasing and Contract Administration Division to ensure the proposals met the RFP requirements.
- Subsequently, each member of the evaluation committee appointed by the City Manager received their evaluation packages that consisted of: evaluation committee policies and procedures, and the evaluation sheets.
- Each Evaluation Committee Member independently reviewed and scored the three (3) responsive proposals according to the weighted criteria stated in the RFP prior to the public evaluation meeting held on November 20, 2023 at 11:00 AM EST in person and virtual via Zoom.
- The Evaluation Committee consisted of: Priscilla Cygielnik, Director of Environmental Services Recreation; Kris Mory, Director of Economic Development; Elizabeth Ricci, Assistant Director of Parks & Recreation.

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

Criteria	Weight
Price	5
Qualifications and Experience of Principals and Staff	3
Understanding of the Project and City's Objectives	3
History and Past Performances of Similar Projects	3
Construction Approach and Process	2
Availability of Personnel, Facilities, and Equipment	2
Project Schedule and Phasing	2

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

Ranking	Priscilla Cygielnik	Kris Mory	Elizabeth Ricci	Total	Ranking
Brothers' Construction, Inc.	210 ¹ / ₁	168 ¹ / ₁	174.30 ¹ / ₁	3	1
FG Construction LLC	141 ¹ / ₂	94 ¹ / ₃	156 ¹ / ₂	7	2
Southern Road & Bridge LLC	60 ¹ / ₃	130 ¹ / ₂	85 ¹ / ₃	8	3

- One Proposer (Brothers' Construction, Inc.) provided evidence for the Disadvantage Business Enterprise Program stated in the RFP documents, as per City Ordinance Section 38-130, which allows their scores to be adjusted upward by five (5%) percent. The above scores reflect the (5%) percent adjustment.
- After the scoring and the Evaluation Committee discussions of the proposals, there were no changes made to the scores.
- Following the final ranking, Priscilla Cygielnik made a motion to recommend to the City Commission, to approve the ranking and allow the City Manager to negotiate a contract with the first ranked Proposer, Brothers' Construction, Inc. up to the City's maximum amount. This motion was seconded by Kris Mory. The Evaluation Committee was unanimous in their decision.
- Reference checks were conducted on Brothers' Construction, Inc. and revealed positive ratings.
- Documentation related to this solicitation may be obtained by e-mailing sfrancis@deerfield-beach.com. You may contact the Purchasing and Contract Administration Division at 954-480-4381 with any questions.

In summary, the Evaluation Committee is recommending to the City Commission, to approve the ranking and allow the City Manager to negotiate a contract with the first ranked Proposer, Brothers' Construction, Inc. up to the City's maximum amount.

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

Att: Tabulation Sheets, Tabulation Summary, Scope of Work

1	Lot I: Elements as per RFP documents.					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	FG Construction, LLC	1	Lump Sum	\$280,000.00	\$280,000.00	
	Brothers' Construction, Inc. (BCI)	1	Lump Sum	\$322,630.00	\$322,630.00	
	Southern Road & Bridge, LLC	1	Lump Sum	\$576,123.71	\$576,123.71	
1.1	Mobilization/Demobilization as per RFP documents.					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	FG Construction, LLC	1	Lump Sum	\$240,000.00	\$240,000.00	
	Brothers' Construction, Inc. (BCI)	1	Lump Sum	\$296,520.00	\$296,520.00	
	Southern Road & Bridge, LLC	1	Lump Sum	\$500,000.00	\$500,000.00	
1.2	Maintenance of Traffic (MOT) as per RFP documents.					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	Brothers' Construction, Inc. (BCI)	1	Lump Sum	\$26,110.00	\$26,110.00	
	FG Construction, LLC	1	Lump Sum	\$40,000.00	\$40,000.00	
	Southern Road & Bridge, LLC	1	Lump Sum	\$76,123.71	\$76,123.71	
2	Lot II: Structural as per RFP documents.					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	Brothers' Construction, Inc. (BCI)	1	Lump Sum	\$2,072,760.00	\$2,072,760.00	
	FG Construction, LLC	1	Lump Sum	\$2,767,550.00	\$2,767,550.00	
	Southern Road & Bridge, LLC	1	Lump Sum	\$4,901,893.23	\$4,901,893.23	
2.1	IPE Wood Rail (all around) as per RFP documents. Relevant Plan Sheet #S-9.					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	FG Construction, LLC	1770	LF	\$150.00	\$265,500.00	
	Brothers' Construction, Inc. (BCI)	1770	LF	\$440.00	\$778,800.00	
	Southern Road & Bridge, LLC	1770	LF	\$1,200.00	\$2,124,000.00	
2.2	Structural Repair @ Existing Pavilion (Replace all member connections with Marine-Grade S.S 316 Plates, Bolts & Screws)					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	Brothers' Construction, Inc. (BCI)	1	Lump Sum	\$37,700.00	\$37,700.00	
	Southern Road & Bridge, LLC	1	Lump Sum	\$54,992.46	\$54,992.46	
	FG Construction, LLC	1	Lump Sum	\$70,000.00	\$70,000.00	
2.3	3x12 IPE Wood Beams over between concrete beams (Grid 1 to 22 & Grid A4 to C4)					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	FG Construction, LLC	1300	LF	\$156.00	\$202,800.00	
	Brothers' Construction, Inc. (BCI)	1300	LF	\$184.00	\$239,200.00	
	Southern Road & Bridge, LLC	1300	LF	\$233.04	\$302,952.00	
2.4	IPE Wood Beams Bracket at Supports (Grid 1 to 22 & Grid A4 to C4)					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	FG Construction, LLC	120	ea	\$150.00	\$18,000.00	
	Brothers' Construction, Inc. (BCI)	120	ea	\$191.00	\$22,920.00	
	Southern Road & Bridge, LLC	120	ea	\$1,002.53	\$120,303.60	

2.5	IPE Wood Beams Bracket at Supports (Grid 1 to 22 & Grid A4 to C4)					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	FG Construction, LLC	80	ea	\$160.00	\$12,800.00	
	Brothers' Construction, Inc. (BCI)	80	ea	\$210.00	\$16,800.00	
	Southern Road & Bridge, LLC	80	ea	\$1,011.86	\$80,948.80	

2.6	IPE Wood Beams Bracket at Supports (Grid 1 to 22 & Grid A4 to C4)					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	FG Construction, LLC	40	ea	\$180.00	\$7,200.00	
	Brothers' Construction, Inc. (BCI)	40	ea	\$394.00	\$15,760.00	
	Southern Road & Bridge, LLC	40	ea	\$1,199.35	\$47,974.00	

2.7	IPE Wood on Concrete Beams (Grid 1 to 22 & Grid A4 to C4)					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	Brothers' Construction, Inc. (BCI)	7150	LF	\$71.40	\$510,510.00	
	FG Construction, LLC	7150	LF	\$75.00	\$536,250.00	
	Southern Road & Bridge, LLC	7150	LF	\$95.09	\$679,893.50	

2.8	New IPE Deck Replacement (Grid 19 to 24)					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	Brothers' Construction, Inc. (BCI)	3100	ft2	\$48.60	\$150,660.00	
	Southern Road & Bridge, LLC	3100	ft2	\$62.17	\$192,727.00	
	FG Construction, LLC	3100	ft2	\$150.00	\$465,000.00	

2.9	Remove and re-use existing deck. Turn up side down anchor, pressure wash and re-seal (Field Verify the exact amount) - Grid 1 to 19)					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	Brothers' Construction, Inc. (BCI)	14400	ft2	\$8.60	\$123,840.00	
	FG Construction, LLC	14400	ft2	\$50.00	\$720,000.00	
	Southern Road & Bridge, LLC	14400	ft2	\$58.29	\$839,376.00	

2.10	Concrete Spall Repair (throughout) as per RFP documents. Relevant Plan Sheet #S13.					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	Brothers' Construction, Inc. (BCI)	500	ft2	\$127.00	\$63,500.00	
	Southern Road & Bridge, LLC	500	ft2	\$410.38	\$205,190.00	
	FG Construction, LLC	500	ft2	\$500.00	\$250,000.00	

2.11	Concrete Crack Repair (throughout) as per RFP documents. Relevant Plan Sheet #S-13.					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	Brothers' Construction, Inc. (BCI)	700	LF	\$52.90	\$37,030.00	
	FG Construction, LLC	700	LF	\$100.00	\$70,000.00	
	Southern Road & Bridge, LLC	700	LF	\$144.20	\$100,940.00	

2.12	Pile Base Repair (1 location) as per RFP documents. Relevant Plan Sheet #S-13.					
	Supplier	QTY	UOM	Price	Extended	Supplier Notes
	Brothers' Construction, Inc. (BCI)	1	ea	\$48,600.00	\$48,600.00	
	Southern Road & Bridge, LLC	1	ea	\$50,736.08	\$50,736.08	
	FG Construction, LLC	1	ea	\$55,000.00	\$55,000.00	

2.13	Cleaning out the deck structure and beach up to 25'-0 beyond each side of the pier as per RFP documents.
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Supplier	QTY	UOM	Price	Extended	Supplier Notes
Brothers' Construction, Inc. (BCI)	1	Lump Sum	\$1,480.00	\$1,480.00	
FG Construction, LLC	1	Lump Sum	\$35,000.00	\$35,000.00	
Southern Road & Bridge, LLC	1	Lump Sum	\$46,123.71	\$46,123.71	

2.14	Material Testing as per RFP documents.
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Supplier	QTY	UOM	Price	Extended	Supplier Notes
FG Construction, LLC	1	Lump Sum	\$5,000.00	\$5,000.00	
Southern Road & Bridge, LLC	1	Lump Sum	\$5,000.00	\$5,000.00	
Brothers' Construction, Inc. (BCI)	1	Lump Sum	\$5,000.00	\$5,000.00	

2.15	Contingency Item for Additional Pile Base Repair as needed per RFP documents. Relevant Plan Sheet #S-13.
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Supplier	QTY	UOM	Price	Extended	Supplier Notes
Brothers' Construction, Inc. (BCI)	1	ea	\$20,960.00	\$20,960.00	
Southern Road & Bridge, LLC	1	ea	\$50,736.08	\$50,736.08	
FG Construction, LLC	1	ea	\$55,000.00	\$55,000.00	

3	Lot III: Electrical as per RFP documents.
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Supplier	QTY	UOM	Price	Extended	Supplier Notes
Brothers' Construction, Inc. (BCI)	1	Lump Sum	\$737,970.00	\$737,970.00	
FG Construction, LLC	1	Lump Sum	\$786,940.00	\$786,940.00	
Southern Road & Bridge, LLC	1	Lump Sum	\$800,111.70	\$800,111.70	

3.1	Div 26- Demolition of Existing Electrical Conduit and Wiring as per RFP documents. Relevant Plan Sheet #E1.
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Supplier	QTY	UOM	Price	Extended	Supplier Notes
Southern Road & Bridge, LLC	1	Lump Sum	\$24,225.00	\$24,225.00	
Brothers' Construction, Inc. (BCI)	1	Lump Sum	\$80,250.00	\$80,250.00	
FG Construction, LLC	1	Lump Sum	\$371,840.00	\$371,840.00	

3.2	Div. 26 - Removal of Existing Light Fixtures as per RFP documents. Relevant Plan Sheet E2.
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Supplier	QTY	UOM	Price	Extended	Supplier Notes
Southern Road & Bridge, LLC	1	Lump Sum	\$30,341.25	\$30,341.25	
FG Construction, LLC	1	Lump Sum	\$35,000.00	\$35,000.00	
Brothers' Construction, Inc. (BCI)	1	Lump Sum	\$42,800.00	\$42,800.00	

3.3	Div. 26 - Furnish and Install New Light Fixtures as per RFP documents. Relevant Plan Sheets E3.
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Supplier	QTY	UOM	Price	Extended	Supplier Notes
Southern Road & Bridge, LLC	1	Lump Sum	\$1,299.00	\$1,299.00	
FG Construction, LLC	1	Lump Sum	\$75,000.00	\$75,000.00	
Brothers' Construction, Inc. (BCI)	1	Lump Sum	\$128,400.00	\$128,400.00	

3.4	Div. 26 - Furnish and install new electrical conduits and wiring as per RFP documents. Relevant Plan Sheet #E4.
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Supplier	QTY	UOM	Price	Extended	Supplier Notes
FG Construction, LLC	1	Lump Sum	\$85,000.00	\$85,000.00	
Brothers' Construction, Inc. (BCI)	1	Lump Sum	\$256,800.00	\$256,800.00	
Southern Road & Bridge, LLC	1	Lump Sum	\$311,352.75	\$311,352.75	

3.5	1" PVC Conduit as per RFP documents. Relevant Plan Sheet #E5.				
	Supplier	QTY	UOM	Price	Extended Supplier Notes
	FG Construction, LLC	1700	LF	\$40.00	\$68,000.00
	Brothers' Construction, Inc. (BCI)	1700	LF	\$61.80	\$105,060.00
	Southern Road & Bridge, LLC	1700	LF	\$70.34	\$119,578.00

3.6	2" PVC Conduit as per RFP documents. Relevant Plan Sheet #E6.				
	Supplier	QTY	UOM	Price	Extended Supplier Notes
	FG Construction, LLC	850	LF	\$45.00	\$38,250.00
	Brothers' Construction, Inc. (BCI)	850	LF	\$79.50	\$67,575.00
	Southern Road & Bridge, LLC	850	LF	\$84.94	\$72,199.00

3.7	Surface Mounted Light Fixtures as per RFP documents. Relevant Plan Sheet #E7.				
	Supplier	QTY	UOM	Price	Extended Supplier Notes
	FG Construction, LLC	4	ea	\$1,500.00	\$6,000.00
	Southern Road & Bridge, LLC	4	ea	\$3,610.58	\$14,442.32
	Brothers' Construction, Inc. (BCI)	4	ea	\$4,240.00	\$16,960.00

3.8	#8 AWG XHHW Conductors as per RFP documents. Relevant Plan Sheet #E8.				
	Supplier	QTY	UOM	Price	Extended Supplier Notes
	FG Construction, LLC	5100	LF	\$3.50	\$17,850.00
	Brothers' Construction, Inc. (BCI)	5100	LF	\$4.75	\$24,225.00
	Southern Road & Bridge, LLC	5100	LF	\$23.45	\$119,595.00

3.9	Lightning protection as per RFP documents. Relevant Plan Sheet #E9.				
	Supplier	QTY	UOM	Price	Extended Supplier Notes
	Brothers' Construction, Inc. (BCI)	1	Lump Sum	\$15,900.00	\$15,900.00
	FG Construction, LLC	1	Lump Sum	\$90,000.00	\$90,000.00
	Southern Road & Bridge, LLC	1	Lump Sum	\$107,079.38	\$107,079.38

4	Lot IV: Plumbing as per RFP documents.				
	Supplier	QTY	UOM	Price	Extended Supplier Notes
	Brothers' Construction, Inc. (BCI)	1	Lump Sum	\$65,715.00	\$65,715.00
	FG Construction, LLC	1	Lump Sum	\$287,000.00	\$287,000.00
	Southern Road & Bridge, LLC	1	Lump Sum	\$296,403.56	\$296,403.56

4.1	Div 26- Demolition of Existing Portable Water Piping as per RFP documents. Relevant Plan Sheet #P1.				
	Supplier	QTY	UOM	Price	Extended Supplier Notes
	Brothers' Construction, Inc. (BCI)	1	Lump Sum	\$13,740.00	\$13,740.00
	FG Construction, LLC	1	Lump Sum	\$25,000.00	\$25,000.00
	Southern Road & Bridge, LLC	1	Lump Sum	\$75,993.75	\$75,993.75

4.2	Div. 26- Furnish and install new Potable Water Piping as per RFP documents. Relevant Plan Sheet #P2.				
	Supplier	QTY	UOM	Price	Extended Supplier Notes
	Brothers' Construction, Inc. (BCI)	1	Lump Sum	\$47,120.00	\$47,120.00
	Southern Road & Bridge, LLC	1	Lump Sum	\$107,461.81	\$107,461.81
	FG Construction, LLC	1	Lump Sum	\$140,000.00	\$140,000.00

4.3	Div. 26- Furnish and install new shut off valves for new potable water connection as per RFP documents. Relevant Plan Sheet #P3.
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Supplier	QTY	UOM	Price	Extended	Supplier Notes
Brothers' Construction, Inc. (BCI)	1	Lump Sum	\$4,770.00	\$4,770.00	
Southern Road & Bridge, LLC	1	Lump Sum	\$5,482.50	\$5,482.50	
FG Construction, LLC	1	Lump Sum	\$20,000.00	\$20,000.00	

4.4	Div. 26- Furnish and install 1.5" Copper Pipe as per RFP documents. Relevant Plan P-Sheets.
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Supplier	QTY	UOM	Price	Extended	Supplier Notes
Brothers' Construction, Inc. (BCI)	850	LF	\$0.10	\$85.00	
FG Construction, LLC	850	LF	\$120.00	\$102,000.00	
Southern Road & Bridge, LLC	850	LF	\$126.43	\$107,465.50	

5	Permit Fees (Allowance).
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Supplier	QTY	UOM	Price	Extended	Supplier Notes
Southern Road & Bridge, LLC	1	Lump Sum	\$7,500.00	\$7,500.00	
Brothers' Construction, Inc. (BCI)	1	Lump Sum	\$35,000.00	\$35,000.00	
FG Construction, LLC	1	Lump Sum	\$35,000.00	\$35,000.00	

Event Number	24-03-BA Addendum 2	Organization	City of Deerfield Beach
Event Title	Deerfield Beach International Fishing Pier Repairs	Workgroup	Purchasing Dept.
Event Description	The City of Deerfield Beach is soliciting sealed responses	Event Owner	Bogdan Avasiloae
Event Type	RFP	Email	bavasiloe@deerfield-beach.com
Issue Date	10/16/2023 11:44:53 PM (ET)	Phone	(954) 4804486
Close Date	11/14/2023 02:00:00 PM (ET)	Fax	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
Brothers' Construction, Inc. (BCI)	Stuart	FL	11/14/2023 12:53:20 PM (ET)	31	\$3,234,075.00
FG Construction, LLC	Tamarac	FL	11/14/2023 01:56:22 PM (ET)	31	\$4,156,490.00
Southern Road & Bridge, LLC	TARPON SPRINGS	FL	11/14/2023 01:00:38 PM (ET)	31	\$6,582,032.20

Please note: Lines Responded and Response Total only includes responses to specification. No alternate response data is included.

SECTION VI - SCOPE OF WORK

1. General

Contractor shall provide all materials, labor, services, supervision, tools, equipment, incidentals including all associated permits, and all other items necessary for the successful completion of the project, which shall include purchasing and installing the specified equipment, labor and materials, for the structural, electric and plumbing repairs of the Deerfield Beach International Fishing Pier, in accordance with all terms, conditions, scope of work, plans and technical specifications in this RFP.

2. Scope of Work

a. Scope of Work includes but is not limited to:

- Removal and disposal of all existing wood elements, including beams, stringers, and handrails.
- Removal, and storage for re-use, of the deck IPE boards.
- Installation of new IPE boards to complement the existing boards, to completely resurface the fishing pier deck.
- Replacement of beams, stringers deck and handrails as per plans and specifications.
- Repair of damaged concrete elements as per plans and specifications.
- Repair of existing gazebo as per plans and specifications.
- Demolition of existing electrical system including power, lights, sound and surveillance conduits and equipment, and installation of new systems as per plans and specifications, including amber lights as per wildlife conservation requirements.
- Demolition of existing plumbing system and installation of new system as per plans and specifications.
- Demolition of existing lightning protection system and re-installation as per plans and specifications.
- Coordination of final location of all ducts and pipes with structural plans.

3. Technical Specifications and Plans

Refer to: Exhibit II – Technical Specifications and Exhibit III – Plans under the Attachments Tab.

4. Protection of Property

- a. The Contractor shall at all times guard against damage or loss to the City property and any other persons in or around the work site, and shall be responsible for replacing or repairing any such damage or loss. The Contractor will be required to report any such damages immediately to the City's Project Manager or designee. Replacement or repairs shall begin within five (5) days of the incident that caused the damage.
- b. The Contractor and its subcontractor(s) shall clean, repair, or replace any item damaged during the performance of the service to the satisfaction of City at no additional cost.
- c. The City reserves the right at its sole and absolute discretion, to repair any damages created by the Contractor and deduct the actual cost of repairs from their payment.

5. Clean Up

- a. The Contractor shall keep the construction site free of rubbish and other materials and restore to their original conditions those portions of the site not designated for the alteration by the Contract Documents. Clean up and restoration shall be accomplished on a continuing basis throughout the contract period and in such a manner as to maintain a minimum of nuisance and interference to the general public and residents in the vicinity of the work.
- b. The Contractor shall also remove, when no longer needed, all temporary structures and equipment used in his operation. It is the intent of this specification that the construction areas and those other areas not designated for alteration by the Contract Documents shall be immediately restored to original condition as upon completion of the project.

6. Quality Assurance

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

7. Personnel

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

8. Contractor's Vehicles

- a. Contractor's vehicles used on City projects shall be clean and presentable, in working condition, and identified with the name of the company and proper licensing.