



Regular City Commission Meeting Agenda

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

Mayor Bill Ganz

Vice Mayor Todd Drosky

District 1 Commissioner Michael Hudak

District 2 Commissioner Ben Preston

District 3 Commissioner Bernie Parness

**Tuesday
July 9, 2024
7:00 PM**

CALL TO ORDER & ROLL CALL

MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

APPROVAL OF CITY COMMISSION MINUTES

Regular City Commission Meeting Minutes

Attachment: June 18, 2024

ACKNOWLEDGEMENT OF CITY BOARD MINUTES

Code Compliance Meeting Minutes

Attachment: April 26, 2024 , May 14, 2024

Community Redevelopment Agency Meeting Minutes

Attachment: May 14, 2024

Hillsboro Inlet District Meeting Minutes

Attachment: May 20, 2024

APPROVAL OF THE AGENDA

July 9, 2024

ZOOM INFORMATION

Join Zoom Meeting by clicking the below link:

<https://deerfield-beach.zoom.us/j/83733145587?pwd=WUvhirOArwIH2JiP4czDshzNc9xfZB.1>

Join Zoom Meeting via telephone by dialing:

Call-in Number: (301) 715-8592

Meeting ID: 837 3314 5587#

Participant ID: #

Passcode: 540049#

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

PRESENTATIONS

- 1. Introduction of new Executive Staff members and acknowledgment of outgoing Executive Staff members by David Santucci, City Manager.**

Sponsor: Office of the City Manager

QUASI-JUDICIAL PUBLIC HEARINGS

- 2. P.H. 2024-083: APPLICATION: 23-P-237**

Applicant: **Scott and Katerina Freeland represented by Charles Putman**

Proposal: Request to amend 11,320 square feet of church building coverage to 11,320 square feet of church use and 13,000 square feet of daycare” (Plat Book 118, Page 38).

Location: The property is generally described as OUR LADY OF MERCY PARISH CENTER 118-38 B PARCEL A LESS PT DESC'D, COMM AT NE COR OF PAR A, S 153.21, SWLY 100.72, SLY 200 TO POB, ELY 12, SLY 20, WLY 12, NLY 20 TO POB, more particularly described in the file, and located at **5201 N Military Trail.**

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 23-P-237

3. P.H. 2024-084: APPLICATION 23-CF-43

Applicant: **LEARNING PLACE REPRESENTED BY CHARLES PUTNAM**

Proposal: Seeking Major Site Plan approval to construct a new one story 13,000 square foot pre-school with an outdoor play yard and associated site improvements, on a 2.47-acre site.

Location: The property is generally described as OUR LADY OF MERCY PARISH CENTER 118-38 B PARCEL A LESS PT DESC'D, COMM AT NE COR OF PAR A, S 153.21, SWLY 100.72, SLY 200 TO POB, ELY 12, SLY 20, WLY 12, NLY 20 TO POB and located at **5201 North Military Trail**.

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 23-CF-43

PUBLIC COMMENT

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

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

- 4. Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, authorizing the use of Law Enforcement Trust Funds in the total amount of \$131,874.00 for programs meeting the statutory requirements of Section 932.7055, Florida Statutes, for use of Law Enforcement Trust Funds; providing for an effective date. (*Funds from Account #601-3005-521-60-43 - Law Enforcement Trust Fund/Other Machinery & Equipment*)**

Suggested Action: Commission to vote on Resolution

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

Sponsor: BSO - Law Enforcement

Attachment: Law Enforcement Trust Funds

- 5. Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an appropriation of CDBG-CV grant funds in the amount of \$49,579.00 into the Disaster Recovery Initiative Grant Fund Account No. 1851702 for programming implementation in fiscal year 2024, as set forth in the attached Exhibit "A"; providing for conflicts, implementation, and an effective date.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Community Services

Attachment: CDBG-CV Grant Funds

- 6. Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, authorizing City Manager David Santucci, Chief Financial Officer Oleg Gorokhovskiy, and Deputy City Manager Horace McHugh to execute checks on behalf of the City; 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: Office of the City Manager

Attachment: Check Signatories

- 7. Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the updated city travel policy and procedures, attached as Exhibit "A"; providing for implementation, conflicts, and an effective date.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Office of the City Manager

Attachment: Travel Policy and Procedure

- 8. Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a subrecipient partnership agreement with the Broward College District Board of Trustees, Florida in a total aggregate funding amount of \$78,405.60 for the implementation of the Ready2Work Rapid Credentialing Program; authorizing execution of the subrecipient partnership 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 Economic Development

Attachment: Broward College District Board of Trustees

- 9. Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a subrecipient partnership agreement with Florida Atlantic University Board of Trustees in a total aggregate funding amount of \$70,980.00 for the implementation of the Ready2Work Rapid Credentialing Program; authorizing execution of the subrecipient partnership 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 Economic Development

Attachment: Florida Atlantic University Board of Trustees

- 10. Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the special event permit application submitted by Oceans 234 to host the 2024 Ranse Jones Classic Volleyball Tournament on Deerfield Beach north of the International Fishing Pier with event set up on November 1, 2024 from 8 am to 8 pm and the tournament event scheduled for November 2, 2024 and November 3, 2024 from 7:00 am to 8:00 pm; approving the temporary set-up of 17 additional volleyball courts on the beach for the event; 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 Parks & Recreation

Attachment: 2024 Ranse Jones Classic Volleyball Tournament

- 11. Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the lease agreement with the State of Florida Board of Trustees of the Internal Improvement Trust Fund, by and through the State Department of Environmental Protection, for the continued operation of the International Fishing Pier and Baithouse; providing for execution of the lease agreement; and providing for an effective date. (Funds from Account #001-7078-575-39-36 - DNR Lease Fee)**

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: State Department of Environmental Protection

DEPARTMENTAL BUSINESS

- 12. Resolution 2024/ - A Resolution of the City of Deerfield Beach, Florida, relating to the collection of Nuisance Abatement Services Assessments; adopting findings of fact; directing the preparation of an assessment roll; providing for notice; and 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 Financial Services & Office of Public Safety

Attachment: Nuisance Abatement Services Assessments

- 13. Resolution 2024/ - A Resolution of the City of Deerfield Beach, Florida, relating to the provision of stormwater management services and collection of stormwater utility assessments; estimating the cost of stormwater management services provided by the City's stormwater utility; determining that certain real property will be benefited thereby; establishing the method of charging the cost of stormwater management services against the real property that will be benefited thereby; directing the preparation of an assessment roll; establishing a public hearing for the proposed stormwater assessments; providing**

for notice; providing for severability and an effective date.

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Environmental Services

Attachment: Stormwater Management Services

- 14. Resolution 2024/ - A Resolution of the City of Deerfield Beach, Florida, relating to the provision of fire rescue services, facilities and programs in the City of Deerfield Beach, Florida; establishing the estimated rates for fire rescue assessments for the fiscal year beginning October 1, 2024; directing the preparation of an assessment roll; providing for a vacancy adjustment procedure; authorizing a public hearing and directing the provision of notice thereof; and 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 Financial Services

Attachment: Fire Rescue Services, Facilities and Programs

- 15. Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an agreement with RedSpeed Florida, LLC, for the installation and operation of a turnkey speed detection camera system for enforcement of speed limit violations occurring in eligible school zones at no cost to the City, utilizing the terms of the City of Plantation Term Contract Agreement No. 005-24, for a five year term, with one, five year renewal option; providing for execution, implementation, severability and an effective date.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Office of Public Safety

Attachment: RedSpeed Florida, LLC

- 16. Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, adopting the amended parks and recreation schedule of fees and charges; providing for conflicts and an effective date.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Parks & Recreation

Attachment: Parks & Recreation Fee Schedule

- 17. Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving and authorizing execution of a work authorization with Kimley-Horn and Associates, Inc. to provide professional architectural and engineering services related to the Martin Luther King, Jr. Avenue drainage improvements design portion of the project in an amount not to exceed \$1,033,265.76; providing for execution and an effective date. (Funds from Account #462-5070-538-65-30 - Stormwater 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: Kimley-Horn and Associates, Inc.

COMMENTS BY ADMINISTRATION & LEGAL

CITY COMMISSION BUSINESS

- 18. Discussion and Potential Action regarding the fence between the Bernard Adams Municipal Complex and Natura HOA Property.**

Suggested Action: Motion on decision of Commission

Sponsor: Office of the City Manager

Attachment: BAMC/Natura Fence

- 19. Discussion regarding the selection of a voting delegate to the Florida League of Cities 2024 Annual Conference from August 15 - 17, 2024.**

Suggested Action: Motion on decision of Commission

Sponsor: City Commission

Attachment: 2024 FLC Annual Conference

COMMENTS BY MAYOR & CITY COMMISSION
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ADJOURNMENT

FUTURE CITY COMMISSION MEETINGS

Regular City Commission Meeting - Tuesday, August 6, 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, June 18, 2024

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 7:00 p.m., in the City Commission Chambers, City Hall, Deerfield Beach.

Present:

Commissioner Michael Hudak
Commissioner Bernie Parness - *via Zoom*
Commissioner Ben Preston
Vice Mayor Todd Drosky
Mayor Bill Ganz

Also Present:

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

MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

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

APPROVAL OF CITY COMMISSION MINUTES

Lunchtime Workshop Meeting Minutes - May 31, 2024
Regular City Commission Meeting Minutes - June 4, 2024

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

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

ACKNOWLEDGEMENT OF CITY BOARD MINUTES

Police Officer's Retirement Board Meeting Minutes - April 17, 2024

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

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

APPROVAL OF CITY COMMISSION AGENDA

June 18, 2024

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

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

Nays: 0

Due to technical difficulties, a portion of the meeting was inaudible.

AWARDS & RECOGNITION**1. Proclamation presented to the Jim & Jan Moran Boys & Girls in recognition of National Boys & Girls Clubs Week.**

Mayor Ganz presented a Proclamation to Christine Richardson, Club Director II, in recognition of National Boys & Girls Clubs Week.

Ms. Richardson thanked the Commission for their support.

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

Captain Hofstein recognized various deputies for their ongoing efforts with keeping the community safe.

PRESENTATIONS**3. Presentation regarding Town Center Conceptual Master Plan by the Urban Land Institute Technical Advisory Panel.**

David Santucci, City Manager, highlighted a brief presentation. He explained that the area is the ideal location for the Pioneer Grove Redevelopment anchor, as it has three major Deerfield Beach properties, which are in deteriorating condition, City Hall, BSO Headquarters, and Pioneer Park. The Urban Land Institute (ULI) was chosen because they bring world renowned experts on land use issues and provide an outside perspective; whereby, the City had previous experience with the ULI for Sullivan Park. Thereafter, he provided a brief overview of how Pioneer Grove was established. Mr. Santucci said staff provided various outreach methods to seek public participation, i.e. press release, website, social media, etc. Furthermore, a survey was conducted, with 756 participants, whereby, the major takeaways included the desire to have walking paths, trails, playgrounds, picnic areas, ball fields, central gathering space (farmers market, concerts), amphitheater or outdoor performance space, historical museum, splash pad, mixed-use development (shops, cafes, restaurants), locally owned chain stores, maintain the Deerfield character by keeping the small town feel and limiting high rises, revitalize current infrastructure, and preserve area history and incorporate public art. Additionally, improving parking and pedestrian/bike transit, adding a skatepark/dog park/splash pad, there were concerns for traffic congestion and the homeless, and there was a disagreement on adding residential units. Thereafter, he provided a brief overview of the events that have transpired the past two days with the ULI. Lastly, he stated that this is an independent analysis of what the ULI has learned and been provided.

Mayor Ganz said the success the City has had with the ULI has been tremendous, whereby, Sullivan Park is a huge hit, and would not have been done without the ULI's input. Further, he said there is a misconception that there is already a plan in place, which is not the case; whereby, when development is mentioned, individuals automatically think developers are going to come in, buy city property and develop, which he reiterated is not the case and something this commission would not entertain, nor the public would want. Mayor Ganz said the reasoning behind these types of discussions is to find out what everyone wants, as it makes the Commission's jobs easier. Unfortunately, when things are not properly communicated, it does not make the Commission's job easy, so moving forward, things must be communicated better to ensure everyone is on the same page. Lastly, he said our goal is to plan right, with public input, so that the project is carried into the future.

PRESENTATIONS - CONTINUED

In response to Mayor Ganz's comments, Mr. Santucci stated that his goals, are their goals.

Vice Mayor Drosky said he received numerous calls, and advised that there were no preconceived plans for this particular project. He said the ULI are outside experts, who will provide their initial findings, which he is unaware of; nonetheless, he thanked them for their time and efforts the last two days. Thereafter, he briefly commented on the needs of the City, whereby, City Hall, BSO Headquarters, and Pioneer Park are unacceptable and extremely outdated. Vice Mayor Drosky said revisiting these areas will provide insight as to how they can be re-oriented, i.e. flipping the ball fields around. Lastly, he thanked the public for coming out, as their input is important.

Mike Pitchford, TAP Chair, provided a brief overview of ULI's mission, as well as what they do. He said the study area consists of the city hall site and Pioneer Park, which the ULI sees as a tremendous opportunity. Staff asked the ULI to provide recommendations on the highest and best use of the site; how to maximize efficient delivery of municipal services; create public spaces for interaction and gathering; venues/cultural assets; community's history, art, and culture; and the best project layout/best use to make the downtown economically viable. Thereafter, he provided a brief overview of the process and introduced the panelists. Mr. Pitchford said the ULI found that people love Pioneer Park, as there's a lot of history and the ballfields, courts, and boat launch are well used. City Hall needs to be updated and people want a vibrant downtown area. Additionally, people want shade, dog parks, and the play areas are lacking; parking and transportation options are limited; and people are looking for places to gather and connect. Furthermore, the ULI learned that Eller Street is important; the park is vastly underutilized; there currently are uses within the park that are mobile; park concessions are possible; city hall can move anywhere; cell towers need to stay; more parking is needed; and 2nd Street can be used as an entry way into this area that is walkable. Lastly, he said the areas of recommendation include downtown Deerfield, park activation, city hall and development opportunities, parking and mobility, and implementation.

Tom Roth, Principal Roth Investment and Advisory, said Pioneer Park has value, as it is the traditional heart of Deerfield Beach's civic life, has prime inland waterfront, and is distinct from the beach, US1, and I-95; therefore, there is an opportunity to enhance walkability, increase connectivity, activate waterfront, design a park for everyone, and create a destination. Furthermore, it could become a place for locals to engage which promotes community; a completely updated park, which has active sports and passive green space components; an adjacent urban district, which is synergistic with the park; and a district that celebrates the waterfront, connects to Hillsboro, and pays tribute to local history.

Amy Harbert, EDSA Vice President, said the community wants to see many things come out of Pioneer Park, improved connectivity, seating, shade, creation of an entertainment area, place to have event's, i.e. farmer's market, shaded play area, improved walkability and active uses, and multi-generational activities; however, these must be done in a right size manner, so it fits the municipality. Additional park program opportunities include event lawn and stage, flexible lawn for passive activities, shaded children's play area, shaded games and/or grilling zones, games kiosk, active waterfront and connectivity, and picnic areas. Thereafter, a photograph of the existing park conditions was displayed, whereby, the ULI noticed that many spaces were underutilized and is dominated by one main use; therefore, some of the additional programs, activities, and uses may be mobile. Thereafter, a photograph of the proposed program diagram was displayed that incorporates play/learn, passive recreation, active recreation, and waterfront.

Dana Little, Urban Design Director Treasure Coast Regional Planning Council, displayed the study area, which includes Pioneer Park and city hall/downtown development. Further, he reiterated that Eller Street is extremely important as it is the link between the passive and active recreation, and river to the north and the redevelopment and creation of restaurants to the south. He suggested extending and redeveloping NE 2nd Avenue, so it becomes a true main street. The key objectives for downtown redevelopment include what should happen to city hall, i.e. refurbish, rebuild in place, or relocate; what is the desired form and scale of redevelopment in this area; how can redevelopment of this area enhance and reinforce improvements to, and connectivity to, Pioneer Park; and strategies for preserving Deerfield Beach's history. The primary principles for downtown development include creating a mixed-use environment that responds to shifting markets; emphasize NE 2nd Avenue as the downtown's main street; shaded pedestrian, multi-modal connections throughout the district are critical; mixed-use development and redevelopment should occur south of NE Eller Street; large parking areas should be ample and proximate but not the most prominent

PRESENTATIONS - CONTINUED

feature; on-street parking should occur throughout downtown; and improvements to NE Eller Street is critical to linking downtown to Pioneer Park.

Continuing, Mr. Little displayed various photographs, which integrate Pioneer Park and downtown Deerfield, whereby, Option A includes relocating city hall to the corner of Hillsboro and NE 2nd Street, which is private property and would have to be negotiated; nevertheless, this option provides an opportunity to provide a formal civic green. Parking would be tucked into a garage, and located to the north of city hall; and the former city hall location would be mixed-use redevelopment, with restaurants and shops facing Pioneer Park and 2nd Avenue. Option B includes rebuilding city hall in its current location, and adding a civic plaza on the corner, and buildings could be built facing Eller and looking across to the park. Option C includes relocating city hall to 4th, just north of Hillsboro, which would face a residential street, so transitions would be a lower scale, i.e. townhomes. Mr. Little said relocating city hall inside the study area would establish the downtown area; keep it to the center of downtown Deerfield Beach; and have employees in the downtown area to maintain activity. Lastly, relocating BSO outside the study area would open up a critical site to reinforce the park with residential use, and leaving the post office and library, as it would not impact the area.

Stephanie Guerra, Transportation & Traffic Engineer, said as part of this study, two major mobility and transportation issues were identified, parking and pedestrian engagement; therefore, on-street parking can be added to Eller Street and surface parking can be added to the NW corner of Eller and 2nd Avenue. Furthermore, additional parking areas can be added on the south side of Eller, which can be wrapped with mixed use building, and would allow the vehicular access to move to the south, so there could be more of a pedestrian activity zone on Eller for potential street closures and city events. Thereafter, existing street and potential street conditions were displayed.

Mr. Roth said creating a sense of place and having a partnership between the public and private sectors is extremely important, whereby, the public sector must provide the right environment for the private sector to make the investment. ULI's recommendation is to completely improve the park to create an anchor to help drive investment to the area, offer culture and arts to complement the area, improve infrastructure, and add residential density and food/beverage and entertainment to attract people to the area and activate the space. The ULI does not see a need to sell land; however, there is a potential for commercial opportunities at the park. Furthermore, the ULI's recommendation for the area south of Eller Street is to engage a master plan with input from a real estate consultant, as this will allow the City to attract private investment and control the outcome. The ULI suggests hiring a developer for the individual sites within the Master Plan; whereby, an RFP would need to be established with detailed development guidelines, which would include mix of uses, housing affordability component, financing structure, terms, and qualifications and experience of team. Lastly, the ULI believes that the highest priorities are restaurants, entertainment, residential, etc.

Mr. Pitchford said the City has an incredible opportunity in creating a signature downtown, but it will take a lot of investment from the City and the park; whereby, opening up the waterfront is a must.

In response to Mayor Ganz's question, Mr. Santucci replied that additional community engagement will be needed throughout the process, especially with the development of a master plan; nonetheless, if positive feedback is received, then staff will follow the guidance of what has been provided this evening.

Mayor Ganz said the first step is ensuring that the community wants to see the area revitalized and changed. Although the recommendations presented should be taken into consideration, he cannot definitively say this is what is going to be done moving forward, as additional community engagement is needed; nonetheless, it is clear that Pioneer Park must be improved. Furthermore, he thanked the ULI for their recommendations as it gives everyone something to think about, but he is concerned with the size of the area and the surrounding neighborhoods. Mayor Ganz said public engagement is vitally important and should not just be done as a presentation, but setting up various tables and recoding the public's ideas.

Commissioner Hudak thanked the ULI for their input, as he is extremely impressed with the reconfiguration of the park and expressed satisfaction with the various concepts, as it gives everyone something to think about.

PRESENTATIONS - CONTINUED

Commissioner Preston thanked the ULI for their input, as it provided valuable information, as well as valuable ideas as to what needs to be done in the City. He also thanked the public for coming out and suggested that the presentation be made available for them on-line, so they can provide input that can be taken into consideration. Furthermore, he said there was no mention of what this concept will do or provide to the adjoining communities and suggested that it be addressed in the Master Plan.

Vice Mayor Drosky appreciates all the ideas and concepts, as it gives everyone something to think about. Thereafter, he asked if we can open this up to the public. Furthermore, he asked if the commuter rail station was apart of this thought process.

Mr. Pitchford said the commuter rail was discussed at lengths, whereby, the desired location will be four or five blocks south due to the angle of the tracks to the north; nonetheless, if the station could be located more adjacent to the new city hall and park, then it would make sense including it.

MOTION was made by Commissioner Hudak, seconded by Vice Mayor Drosky, to open Item 3 for public input. Roll Call:

Yeas: 3 - Commissioner Hudak, Vice Mayor Drosky and Mayor Ganz
Nays: 2 - Commissioner Parness & Commissioner Preston

Mayor Ganz opened the public hearing. Thereafter, he explained that although this item is a presentation, the public should be allowed to comment since they were able to during yesterday's session, which took place during the day.

Karen Shelly, 190 Durham D, Deerfield Beach, spoke in support of revitalizing the area, as green space, housing, retail, etc. is needed. Further, she also spoke in support of an amphitheater.

Edie Britton, 3046 Cambridge C, Deerfield Beach, said there were many things outlined in the presentation that she did not agree with. Furthermore, she stated that the public does not know what they want; therefore, she suggested hiring an architect to tell the community what they want.

Thomas Noland, 406 SE 8th Avenue, Deerfield Beach, spoke in support of the concept, as Deerfield Beach must prepare for the future; nevertheless, Pioneer Park must be maintained until this concept comes to fruition. Thereafter, he commented on misinformation, as people were afraid of overdevelopment, modified housing, etc. Lastly, he said everyone wants the park to be better than what it is.

April Bolowich, 899 NE 4th Street, Deerfield Beach, said her vision of Pioneer Park includes enhancing the community's social connection and maintaining the community's physical and mental health by putting an emphasis on youthful development and healthy aging. Thereafter, she said the goal is to provide lots of shaded walking and jogging trails, areas to join up for healthy activities, i.e. tennis, pickleball, skatepark, etc. Further, she suggested using some of the existing land for green markets and food trucks and adding indoor areas, i.e. auditorium, conference rooms, kitchen, etc. Lastly, she asked if there are any plans to change the land use of Pioneer Park.

Howard Noland, 325 SE 3rd Terrace, Deerfield Beach, disagreed with the park currently being underutilized, as his softball league plays there year-round. Furthermore, the ball field was incorporated into the proposed design, but there wasn't a playground, which he disagreed with. Lastly, he agreed that something must be done to the park now, as it's in need of repairs.

Francis Couture, 600 NW Natura Boulevard, Deerfield Beach, commented on a project that took place in New York, whereby, an area was turned into a walking path. Further, he spoke in support of the plan.

Kristin Champagne, 501 SE 6th Avenue, Deerfield Beach, said she is the President of the Deerfield Beach Little League. She stated that Deerfield Beach is hosting their soccer league on the baseball fields, so she was hoping to see a soccer field in the plans. Thereafter, she commented on Margate's soccer field, which is covered. Further, she spoke in support of keeping the baseball field, but expressed concerns with adding residential and commercial, as it will add to the congestion, and stated that the recommended parking is not adequate. Lastly, she agreed with enhancing Pioneer Park now.

PRESENTATIONS - CONTINUED

Kim Cardone, 628 SE 12th Avenue, Deerfield Beach, spoke in support of the survey and asked that they continue throughout this process and suggested that they be implemented on all projects. Further, she spoke in support of the temporary street closures for farmers markets, as well as the other recommendations to the park. She suggested offering sailing classes to the marina part of the area and asked that the City's rich heritage be incorporated. Thereafter, she commented on an amphitheater in Boston, as well as the Lynch Family Skatepark.

Judith Stanich, 2257 Deer Creek Alba Way, Deerfield Beach, spoke in support of the proposal, as she loved every part of it.

Peggy Noland, 325 SE 3rd Terrace, Deerfield Beach, said the information was a lot to digest, and suggested that there be additional community input.

Michael Estrada, 1431 SW 6th Way, Deerfield Beach, said he hopes that the community can continue to be involved throughout this process, as we know what we want and we are the experts on how the areas can be utilized. Further, he said there could be clearer communication before, during and after the meetings, as it may clear up any misinformation. Thereafter, he spoke in support of ensuring the area is accessible to the entire community. Lastly, he spoke in support of a walkable downtown area and asked that the rich history be incorporated into the design.

Janice Fulmore-Tigner, 1090 SW 4th Terrace, Deerfield Beach, asked how the information regarding the meetings were disseminated, as she was unaware of yesterday's meeting. Thereafter, she asked that the other districts not be left out.

Wayne Adams, 1431 SW 5th Terrace, Deerfield Beach, spoke in support of changing and revitalizing the area, while preserving the City's rich history; whereby, there were many good things outlined in the presentation, i.e. restaurants, shops, new city hall, amphitheater, etc.

Mayor closed the public hearing. Thereafter, he thanked everyone for their input. Further, he agreed that improvements must be immediately made to Pioneer Park, and stated that there is no land use change planned for this project. Mayor Ganz said moving city hall to the west may be problematic, as that may be a historic building. Thereafter, he briefly outlined all the suggestions that were made, and said not everything will be viable, so additional public engagements will be needed. Lastly, he commented on recent developments, and stated that no district will ever be left behind, as we are one city.

There was a brief recess at 9:13 p.m. and reconvened at 9:22 p.m.

QUASI-JUDICIAL PUBLIC HEARINGS

4. P.H. 2024-076: APPLICATION 22-RM25-109

Applicant: **QUANTUM DEVELOPMENT 2, LLC REPRESENTED BY FSMY ARCHITECTS + PLANNERS**

Proposal: Major site plan application seeking approval to construct a 6-unit apartment building.

Location: The properties are generally described as DEERFIELD BEACH 4-4 B LOT 9,10 BLK 15 and located at **264 SE 19th Avenue**.

The Resolution was read by title only.

Dwayne Dickerson, representing the applicant, waived the quasi-judicial proceeding. Thereafter, he provided a brief overview of the application and stated that the applicant did hold one community meeting.

There was no discussion amongst the Commission.

Mayor Ganz opened the public hearing.

Dan Herz, 330 SE 19th Avenue, Deerfield Beach, spoke in support of the application.

QUASI-JUDICIAL PUBLIC HEARINGS - CONTINUED

Mayor Ganz closed the public hearing.

MOTION was made by Commissioner Hudak, seconded by Commissioner Preston, to approve Item 4, adopted Resolution 2024/084. Roll Call:

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

Nays: 0

5. P.H. 2024-077: APPLICATION 15-B1-204 REV. 2

Applicant: **HOLY CROSS HEALTH, REPRESENTED BY DANIEL BREITNER**

Proposal: Major site plan application seeking approval to renovate an existing commercial building into a free-standing emergency room and primary care clinic.

Location: The properties are generally described as 6-48-43 N 240 OF S1/2 OF SE1/4 OF NE1/4 LYING E OF FED HWY LESS E 800 and located at **340 SOUTH FEDERAL HIGHWAY**.

The Resolution was read by title only.

Daniel Breitner, representing the applicant, waived the quasi-judicial proceeding. Thereafter, he provided a brief overview of the application.

Mayor Ganz opened the public hearing.

Thomas Plaut, 3920 NW 4th Court, Deerfield Beach, spoke in support of the application.

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

Katy Freitag, 418 SE 2nd Avenue, Deerfield Beach, said she likes that something is going into the location, but was hoping for a brewery or rum bar. Further, she asked that the Helix Urgent Care not be forgotten.

Mayor Ganz closed the public hearing. Thereafter he spoke in support of the application.

MOTION was made by Commissioner Hudak, seconded by Commissioner Preston, to approve Item 5, adopted Resolution 2024/085. Roll Call:

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

Nays: 0

PUBLIC HEARINGS - SECOND READING

6. P.H. 2024-078: ORDINANCE 2024/011 - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING CHAPTER 98, ARTICLE III "ZONING DISTRICT REGULATIONS", SECTION 98-60 "CF COMMUNITY FACILITIES" OF THE CITY'S LAND DEVELOPMENT CODE TO PERMIT ADULT DAY CARE AND CHILD DAY CARE CENTERS WITHIN THE CF, COMMUNITY FACILITY ZONING DISTRICT AS A CONDITIONAL USE; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

The Ordinance was read by title only.

David Santucci, City Manager, provided a brief overview of the item, which was discussed during the first reading.

There was no discussion amongst the Commission.

Mayor Ganz opened the public hearing

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

PUBLIC HEARINGS - SECOND READING - CONTINUED

MOTION was made by Commissioner Hudak, seconded by Commissioner Parness, to approve Item 6, adopted Ordinance 2024/011. Roll Call:

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

PUBLIC COMMENT

Katy Freitag, 418 SE 2nd Street, Deerfield Beach, asked for clarification on the outstanding code fines, which was discussed during the Code Compliance Workshop.

Daniel Shanetzky, 34 Keswick B, Deerfield Beach, commented on the budget workshops and concerts hosted by Broward College; whereby, he suggested implementing a theater program.

Jenni Christopher, address not provided, said she has been trying to open a restaurant but to no avail; therefore, she asked for the Commission's assistance.

Gina Johnston, 500 SW Natura Avenue, Deerfield Beach, asked for an update on the fence. Further, she commented on a code violation they received, but is unsure of the property. Lastly, she said there has been an increase in their water bills, with no clear explanation, so she asked for assistance.

Dan Herz, 330 SE 19th Avenue, Deerfield Beach, thanked everyone for the Juneteenth celebration. Thereafter, he commented on the budget workshops. Lastly, he wished everyone a Happy Fourth of July.

Thereafter, Mayor Ganz entertained questions/comments/concerns posed by the public.

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

There was no discussion amongst the Commission.

Mayor Ganz opened the public hearing on Items 7 - 9; however, there were none to speak and the public hearing was closed.

MOTION was made by Commissioner Hudak, seconded by Commissioner Parness, to approve Items 7 - 9 in concert. Roll Call:

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

- 7. Resolution 2024/086 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Agreement with Broward County to provide funding and administration of HOME program funds for the City's Homebuyer Purchase Assistance Program for fiscal year 2023-2024; providing for execution and an effective date.**
- 8. Resolution 2024/087 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Agreement with Broward County to provide funding and administration of HOME program funds for the City's Housing Rehabilitation Program for fiscal year 2023-2024; providing for execution and an effective date.**
- 9. Resolution 2024/088 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a change order with Heavy Civil, Inc. in the amount of \$125,910.40 for modifications to certain improvements for the Pioneer Grove Local Activity Center Drainage Improvements Project, for a total project cost of \$1,181,450.78; providing for execution, implementation, conflicts, and an effective date. (Funds from Account #462-5070-538-65-30 - Stormwater Capital - CIP Infrastructure)**

DEPARTMENTAL BUSINESS**10. Resolution 2024/089 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, accepting and adopting the Annual Comprehensive Financial Report for the fiscal year ending September 30, 2023; providing for an effective date.**

The Resolution was read by title only.

David Santucci, City Manager, thanked Marcia Fennell, Interim Chief Financial Officer, and Sharon Haynes, Interim Assistant Financial Services Director, for their efforts.

Ms. Fennell thanked finance staff, and Ms. Hynes for all their hard work and dedication on the completion of the Annual Comprehensive Financial Report (ACFR). Thereafter, she introduced Brandon Lopez, Marcum, LLC.

Mr. Lopez provided a brief overview of the ACFR, whereby, the City received an unmodified, clean opinion.

In response to Commissioner Preston's question, Mr. Lopez replied that there were no findings.

Mayor Ganz thanked staff, and Mr. Lopez for all their hard work. Thereafter, he opened the public hearing.

Dan Herz, 330 SE 19th Avenue, Deerfield Beach, commented on Page 109.

Mayor Ganz closed the public hearing.

MOTION was made by Commissioner Preston, seconded by Commissioner Hudak, to approve Item 10, adopted Resolution 2024/089. Roll Call:

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

COMMENTS BY ADMINISTRATION & LEGAL

CITY ATTORNEY - *No comments*

CITY MANAGER

County Commission Meeting - David Santucci, City Manager, provided a brief overview of the meeting, whereby, the County Commission voted 8 - 1 to move forward with Waste Management's item.

Juneteenth Holiday - Mr. Santucci wished everyone a happy holiday and reminded all that city hall, along with other city facilities will be closed.

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

County Commission Meeting - Vice Mayor Drosky stated that if you listen to the meeting, all nine commission comments are in favor of moving the item forward, as they see this as a long-term solution; nonetheless, Commissioners Fisher and Geller stated that they wanted to see the results of the Solid Waste Working Group prior to making their final decision in the fall. He explained that once the Master Plan is established, it will determine the best usage, i.e. south or north; regardless, cities will withdraw from the Solid Waste Working Group, which could potentially collapse. Further, he said the City must continue to educate the residents and staff must work with our surrounding cities; therefore, he asked the City Manager to work with the City of Pompano Beach and Coconut Creek.

Upcoming Holidays - Vice Mayor Drosky wished everyone a happy Juneteenth and happy Fourth of July.

COMMENTS BY MAYOR & CITY COMMISSION - CONTINUED

COMMISSIONER PARNES (DISTRICT 3) - *No comments*

COMMISSIONER PRESTON

DISTRICT 2

Juneteenth Event - Commissioner Preston thanked staff and the African American Heritage Board for their efforts.

Upcoming Holidays - Commissioner Preston wished everyone a happy Juneteenth and happy Fourth of July.

COMMISSIONER HUDAK

DISTRICT 1

Upcoming Holidays - Commissioner Hudak wished everyone a happy Juneteenth and happy Fourth of July. Further, he wished all a Happy Father's Day.

County Commission Meeting - Commissioner Hudak thanked County Commissioner Mark Bogen for his vote, but agreed that we still have a lot of work to do to protect our city and its residents.

MAYOR GANZ

Upcoming Holidays - Mayor Ganz wished everyone a happy Juneteenth and happy and safe Fourth of July.

Juneteenth Event - Mayor Ganz thanked staff for the event, as it is getting better every year.

ADJOURNMENT

There was no additional business to discuss.

MOTION was made by Commissioner Parness, seconded by Commissioner Preston, to adjourn the meeting at 10:15 p.m. Voice Vote:

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

Nays: 0

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

Heather Montemayor, CMC, City Clerk

CODE COMPLIANCE OF DEERFIELD BEACH

MINUTES OF A CODE COMPLIANCE HEARING

April 26, 2024

Special Magistrate Douglas Gonzales, 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
Caleb Gomez, Code Compliance Inspector
Dominique Ash, Code Compliance Inspector
Tiffany Fortune, Code Compliance Inspector
Winlett Jordan-Banton, Special Magistrate Clerk

For the record Maritza Martinez, 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	23080047	OZINGA SOUTH FLORIDA INC	2030 NW 40 CT, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-81(d)(1) - Tree preservation. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(K)(13) - Landscape Requirements.	RESPONDENT WAS PRESENT – EDWARD WILLIAMS FINAL ORDER ISSUED COMPLY BY 5/9/2024 \$150 PER DAY \$80 PROSECUTION COST
3	24010195	Origene , Kency , Origene Guilanda	1440 SW 6 WAY, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT – KENCES GULLANDA CONTINUED TO 5/31/2024
4	24020005	VAKBNB LLC	262 SE 9 AVE, DEERFIELD BEACH, FL 33441	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 5/24/2024 \$250 PER DAY

					\$80 PROSECUTION COST
5	24020082	MASI,RITA	349 NE 19 AVE, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14-105(8) - Exterior building and structure standards.	RESPONDENT NOT PRESENT CONTINUED TO 5/31/2024
6	24040010	ZINKE,KAREN L	42 SE 10 ST, UNIT 5,DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-81(d)(1) - Tree preservation.	RESPONDENT NOT PRESENT CONTINUED TO 5/31/2024
7	23120025	PRATT,GEORGE C & CYNTHIA S & PRATT,LILLIAN E	106 NE 7 CT, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT NOT PRESENT CONTINUED TO 5/31/2024
9	24010205	SHARON PRASHKOVSKY LLC	550 NE 44 ST, UNIT A-M,DEERFIELD BEACH, FL 33064 A- M	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 5/24/2024 \$200 PER DAY \$80 PROSECUTION COST
13	24030028	DEAN, JANICE MARIE HUFF, MARYANN ETAL	356 NW 6 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 NOT PRESENT FINAL ORDER ISSUED COMPLY BY 5/24/2024 \$250 PER DAY \$80 PROSECUTION COST

18	24020011	DIAZ-SUA,JAQUELINE C	278 SW 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 NOT PRESENT CONTINUED TO 6/28/2024
19	24020104	THOMPSON,VERNON L THOMPSON,ALEXANDER G	235 SW 3 CT, DEERFIELD BEACH, FL 33441	Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-9 (c) (3) - Minimum standards for exterior of structures.	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
20	24020008	EVERGREEN REAL SOLUTIONS LLC	531 SW 3 AVE, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT WAS PRESENT – RYAN ALTUM EXTENDED TO 5/24/2024
22	24030227	FEASTER,RICHARD H MITCHELL,THOMAS B	1543 SE 10 ST, DEERFIELD BEACH, FL 33441	Chapter 58 - SOLID WASTE DIVISION 3. - RESIDENTIAL COLLECTION Section 58-70.(f) - Preparation of bulky yard and vegetative wastes.	RESPONDENT NOT PRESENT FINDING OF FACT ORDER ISSUED COST WAIVED
23	24030135	HERITAGE COMMUNITIES FOUNTAINS OF POMPANO INC	4300 NW 9 AVE, DEERFIELD BEACH, FL 33064	FIRE PREVENTION CODE 17.7 Fire department access requires a vertical clearance of 13'6".	RESPONDENT NOT PRESENT CONTINUED TO 5/31/2024
24	24020212	SCHOOL BOARD OF BROWARD COUNTY ATTN:FACILITY MANAGEMENT	910 SW 15 ST, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 5/24/2024 \$200 PER DAY \$80 PROSECUTION COST
25	23110050	WMG DEERFIELD SMALL BAY OWNER LLC	4500 N POWERLINE RD, DEERFIELD BEACH, FL 33073	Chapter 38 - FINANCE AND TAXATION	RESPONDENT NOT PRESENT

				Section 38-263. - Local business tax receipt required. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IX. - CERTIFICATES OF USE Section 98-167 - Penalty provisions.	CONTINUED TO 6/28/2024
26	23090019	YING,SEM PO % RAE FRANKS PA	164 SW 3 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 – SHONA JOHNSON CONTINUED TO 5/31/2024
31	24040006	CLP FLORIDA LLC	329 SE 7 AVE, DEERFIELD BEACH, FL 33441	Chapter 66 - TRAFFIC AND VEHICLES Section 66-117.(b) - Parking prohibitions; enforcement.	RESPONDENT NOT PRESENT REPEAT FINAL ORDER AND IMPOSITION OF FINE AND CLAIM OF LIEN ISSUED COMPLY BY 4/1/2024 A FINE OF \$250 FOR THE FIRST REPEAT, \$350 FOR THE SECOND AND \$500 THERE AFTER. \$80 PROSECUTION COST DUE
33	24020170	STEPHENS,ARCHIE & LEILA	649 NW 2 WAY, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 66 - TRAFFIC AND VEHICLES Section 66-117.(b) - Parking prohibitions; enforcement.	RESPONDENT WAS PRESENT - LEILA STEPHENS CONTINUED TO 5/31/2024

				Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Sec. 98-88.(b) - Off-street parking and loading.	
38	24030165	CSHJ LOTS LLC	1754 SE 3 CT, DEERFIELD BEACH, FL 33441	Chapter 70 - UTILITIES Sec. 70-192 (a)- Engineering and utility improvements, inspection and approval; purpose and intent.	RESPONDENT WAS PRESENT – DENISE BUZZELLI CONTINUED TO 5/31/2024
39	24030174	MOSHAKOS REAL ESTATE LLC	1755 SE 3 CT, DEERFIELD BEACH, FL 33441	Chapter 70 - UTILITIES Sec. 70-192 (a)- Engineering and utility improvements, inspection and approval; purpose and intent.	RESPONDENT NOT PRESENT CONTINUED TO 5/31/2024
42	23110024	RST SPORTS LLC	3650 SW 10 ST, DEERFIELD BEACH, FL 33442	Chapter 102 - SIGNS Section 102-7. (4)- Certain sign or sign structures prohibited.	RESPONDENT NOT PRESENT EXTENDED TO 5/24/2024
43	24020009	WALLACE,WILLIAM EST ODOM,MABEL EST	333 S DIXIE HWY, DEERFIELD BEACH, FL 33441	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 (a) PRIVATE PROPERTY -Parking or storage for over 72 hours restricted.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 5/6/2024 \$250 PER DAY PER VIOLATION \$80 PROSECUTION COST

				Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE VII. - ABANDONED REAL PROPERTY Section 34-144 - Maintenance requirements.	
47	24020178	COTE,RICHARD LE COTE,PHILIPPE ETAL	24 NEWPORT B, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 5/24/2024 \$150 PER DAY \$80 PROSECUTION COST
48	24020134	MONTEIRO,PABLO R	4550 NW 18 AVE, UNIT 609,DEERFIELD BEACH, FL 33064 609	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 5/31/2024
50	24030226	STONE ENTERPRISES GROUP INC	201 FREEDOM 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 NOT PRESENT FINAL ORDER ISSUED COMPLY BY 5/24/2024 \$200 PER DAY \$80 PROSECUTION COST
51	24030010	CRYSTAL LAKE COMMERCE CNTR LLC	4340 NW 19 AVE, UNIT A,DEERFIELD BEACH, FL 33064 A	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 5/6/2024 \$250 PER DAY PER VIOLATION \$80 PROSECUTION COST

53	24010203	PHILLIPS,STEVEN P H/E PHILLIPS,CONSTANCE L	3101 SW 4 ST, DEERFIELD BEACH, FL 33442	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(C)(3) - Landscape Requirements.	RESPONDENT NOT PRESENT CONTINUED TO 5/31/2024
54	24010206	SILVA,GEOVANY PEREIRA	661 NW 38 PL, 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 - GEOVANY SILVA FINES IMPOSED AS OF 4/19/2024 FOR \$115 PER DAY
55	24020044	SFR 2012-1 FLORIDA LLC	300 SW 32 AVE, DEERFIELD BEACH, FL 33442	Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-8 (b) (10) - Minimum standards for interior of structures. Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-9 (b) (1) - Minimum standards for exterior of structures. Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-9 (c) (1) - Minimum standards for exterior of structures.	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 4/19/2024 FOR \$225 PER DAY PER VIOLATION
56	24020081	HO,DUC HO,JENA P	3271 SW 4 ST, DEERFIELD BEACH, FL 33442	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS	RESPONDENT NOT PRESENT

				Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 66 - TRAFFIC AND VEHICLES Section 66-117.(b) - Parking prohibitions; enforcement.	FINES IMPOSED AS OF 4/19/2024 FOR \$250 PER DAY PER VIOLATION
57	24010204	SCHABES,MAURICIO	9 WESTBURY A, UNIT 9,DEERFIELD BEACH, FL 33442 9	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 3/22/2024 FOR \$125 PER DAY
58	24010120	INCIPIENT FIRE LLC	150 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 NOT PRESENT FINES IMPOSED AS OF 4/19/2024 FOR \$200 PER DAY
59	24010187	SAHADEO,DEODAT H/E SAHADEO,ZALIMA	4030 NE 5 TER, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(K)(4) - Landscape Requirements. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 4/19/2024 FOR \$200 PER DAY
60	23120028	PHILPART,BARBARA H/E BUTTS,WILMA PHILPART ETAL	433 NW 2 WAY, DEERFIELD BEACH, FL 33441	Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES	RESPONDENT WAS PRESENT – WILMA PHILPART

				ARTICLE IV. - JUNKED VEHICLES AND ABANDONED PROPERTY- Section 34-160 -Parking or storage for over 72 hours restricted.	EXTENDED TO 6/21/2024
77	5/10/2024	DICKENS,EDDIE JR	609 NE 2 TER, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(4) - Exterior building and structure standards. Chapter 66 - TRAFFIC AND VEHICLES ARTICLE II. BSO ENFORCED-STOPPING, STANDING, PARKING; DIVISION 3. - REGULATIONS, GENERALLY Section 66-59.(b) - Parking on residentially zoned lots. FIRE PREVENTION CODE F-103.2.9.5 Hurricane Protection Devices - Shutters Up After Storms	RESPONDENT NOT PRESENT EXTENDED TO 5/10/2024
78	24030145	GUPTA,MAYURI PATNI GUPTA,VIPIN	903 SE 13 ST, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas Chapter 66 - TRAFFIC AND VEHICLES DIVISION 3. BSO ENFORCED-REGULATIONS, GENERALLY Section 66-59. (c)(1)(a)- Parking on residentially zoned lots. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS	RESPONDENT WAS PRESENT – RYAN AHUM FINAL ORDER ISSUED COMPLY BY 5/24/2024 \$175 PER DAY PER VIOLATION \$80 PROSECUTION COST

				ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	
79	24040037	REAL SUB LLC	150 S FEDERAL HWY, DEERFIELD BEACH, FL 33441	Chapter 102 - SIGNS Section 102-14.(a) - Maintenance, violations, enforcement and remedies.	RESPONDENT NOT PRESENT CONTINUED TO 5/31/2024
	17010098 17100026 18050043 20060001 21080131	1951 HILLSBORO LLC	1951 E HILLSBORO BLVD, DEERFIELD BEACH, FL 33441	Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE VII. - ABANDONED REAL PROPERTY Section 34-144 - Maintenance requirements. Chapter 34 – ENVIRON ARTICLE VII. - ABANDONED REAL PROPERTY Section 34-144 - Maintenance requirements. Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE VII. - ABANDONED REAL PROPERTY Section 34-144 - Maintenance requirements. Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE VII. - ABANDONED REAL PROPERTY Section 34-144 - Maintenance requirements. Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE VII. - ABANDONED REAL PROPERTY Section 34-144 - Maintenance requirements.	RESPONDENT NOT PRESENT SETTLEMENT WAS CERTIFIED FOR \$9,000 TO BE PAID BY 5/31/2024

20010253 21000047 21200027 23060296	KOWALSKI,ANNE M EST	1313 SE 2 AVE, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND D ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(C)(3) - Landscape Requirements. Chapter 14 - BUILDIN Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 34 - ENVIRONMENT - ARTICLE III. - NUISANCES ARTICLE VII. - ABANDONED REAL PROPERTY Section 34-144 - Maintenance requirements. Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE VII. - ABANDONED REAL PROPERTY Section 34-144 - Maintenance requirements. 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 VI. - NUISANCE ABATEMENT PROPERTY CODE; DIVISION 1. - GENERALLY Sec. 34- 121. - Declaration of nuisance.	RESPONDENT NOT PRESENT SETTLEMENT WAS CERTIFIED FOR \$28,574 TO BE PAID BY 5/31/2024
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24020106	WEINGARTEN REALTY INVESTORS %KIMCO REALTY CORPORATION	3650 W HILLSBORO BLVD, DEERFIELD BEACH, FL 33442	FIRE PREVENTION CODE 1.1 Fire extinguisher(s) need service. FIRE PREVENTION CODE 14.9 Required ceiling tiles missing. FIRE PREVENTION CODE 17.15 Broward County Amendments to the Florida Fire Prevention Code 7th Edition F-103.2.5 Right of Entry FIRE PREVENTION CODE 2.1 Exit sign(s) needs service. FIRE PREVENTION CODE 2.6 Emergency light(s) needs service .FIRE PREVENTION CODE 20.1 Other deficiency FIRE PREVENTION CODE 20.6 Per the Broward County Amendments to the Florida Fire Prevention Code 7th edition section F- 121, Automated External Defibrillators (AED) are required to be installed by June 8, 2024 in the following occupancies: FIRE PREVENTION CODE 3.15 Remove permanent door stop from self closing door(s). FIRE PREVENTION CODE 3.31 Door needs service or repair.	RESPONDENT NOT PRESENT EXTENDED TO 5-24-2024
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				FIRE PREVENTION CODE 3.32 Aisle width not to code. FIRE PREVENTION CODE 4.1 Electrical outlet cover(s) required. FIRE PREVENTION CODE 4.2 Electrical switch cover(s) required. FIRE PREVENTION CODE 4.5 Electrical wiring not to code. FIRE PREVENTION CODE 5.25 Fire alarm device in need of service or repair. FIRE PREVENTION CODE 5.4 Fire alarm system in need of service or repair. FIRE PREVENTION CODE 5.6 Breaker lock required for fire alarm breaker. FIRE PREVENTION CODE 6.37 Fire sprinkler system is in need of service or repair. FIRE PREVENTION CODE 6.39 Back flow certification required	
A	24010116	BLANC,CERAMANT H/E BLANC,IFOCIA	4740 NE 1 TER, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14-105(8) - Exterior building and structure standards.	RESPONDENT WAS PRESENT – IFOCIA AND CERAMANT BLANC FINES MITIGATED FOR \$0.00

				Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required. Chapter 66 - TRAFFIC AND VEHICLES Section 66-117.(a) - Parking prohibitions; enforcement.	
C	23100010	WEINGARTEN NOSTAT INC %KIMCO REALTY CORPORATION/NESLIHAN PAYDAS-KUZEY HEALTHY FOODS LLC	3600 W HILLSBORO BLVD, DEERFIELD BEACH, FL 33442	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IX. - CERTIFICATES OF USE Section 98-167 - Penalty provisions.	RESPONDENTS WERE PRESENT – SEAN WHITING NESLIHAM PAYBLAS FINES WERE MITIGATED FOR \$1,280 TO BE PAID BY 6/28/2024
D	16060098	LANEAUT, LUCKER MARCIEN/CERESTE, JACOB	1280 SW 8 Ave. DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(7). - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b). - Minimum standards for yard and landscape areas. Chapter 58 - SOLID WASTE DIVISION 3. - RESIDENTIAL COLLECTION Section 58-69.(g) - Preparation and storage of residential refuse	RESPONDENT WAS PRESENT – MITIGATION DENIED \$11,880 TO BE PAID BY 6/28/2024

E	24010080	KARTEL,ALLA	410 NE 6 AVE, DEERFIELD BEACH, FL 33441	REQUEST TO VACATE ORDER OF IMPOSING FINE	RESPONDENT NOT PRESENT VACATE ORDER ISSUED \$80 PROSECUTION COST DUE
F	13-2653	CONECEICAO, SILA DE SILA/DAVID GOEHL	3751 NW 9 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 – DAVID GOEHL SETTLEMENT ORDER ISSUED FOR \$30,000 TO BE PAID BY 4/30/2024
G	24010213	CHOICE PLUS LLC LE MARTINS,CAMILA COZAC LEITE ETAL	46 SE 10 ST, UNIT 3,DEERFIELD BEACH, FL 33441	REQUEST VACATE FINAL ORDER	RESPONDENT NOT PRESENT VACATE ORDER ISSUED

SPECIAL MAGISTRATE MINUTES
CITY OF DEERFIELD BEACH, FLORIDA

Douglas Gonzales, Special Magistrate

Date

CODE COMPLIANCE OF DEERFIELD BEACH

MINUTES OF A CODE COMPLIANCE HEARING

May 14, 2024

Special Magistrate Andrew Dunkiel, City Commission Room called the meeting to order at 10:00 AM.

PRESENT: Roy Davis, Code Compliance Manger
Patesha Johnson, Senior Code Compliance Inspector
Victor Padilla, Code Compliance Inspector
Thomas Braga, Code Compliance Inspector
Katherine Delva, Code Compliance Inspector
Caleb Gomez, Code Compliance Inspector
Dominique Ash, Code Compliance Inspector
Tiffany Fortune, Code Compliance Inspector
Laeasha Saddler, Administrative 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	23060014	1098 HILLSBORO LLC/ Attorney Lisa Daniels	1098 E HILLSBORO BLVD, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT NOT PRESENT EXTENDED TO 6-7-2024
2	22100011	WEARCHECK LUBRICATION SERVICES LLC	637 JIM MORAN BLVD, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 5-10-2024 FOR \$100 PER DAY
9	24040018	MEIRELES,AMANDA RODRIGUES /Permits and landscape	62 SE 10 ST, UNIT 1,DEERFIELD BEACH, FL 33441 1	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(K) (14) (b) - Landscape Requirements. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONSARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 6-7-2024 \$150 PER DAY PER VIOLATION \$80 PROSECUTION COST
13	24020148	WHITE CAP OF FLORIDA INC /Permits	1005 S FEDERAL HWY, 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 CONTINUED TO 6-11-2024

14	24030163	IGREJA VIDA ABUNDANTE INC /Landscape	307 SE 15 ST, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(K) (14) (b) - Landscape Requirements.	RESPONDENT NOT PRESENT CONTINUED TO 6-11-2024
17	24020158	DUBOIS,JERRY WALLACE JERRY WALLACE DUBOIS REV TR/Permits	33 NE 11 WAY, 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 CONTINUED TO 6-11-2024
18	24030146	PURE ELEGANCE LLC /Permits	949 SE 5 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	RESPONDENTS WERE PRESENT- PRISCIAL BROWN JULIAN BROWN CONTINUED TO 7-9-2024
20	24020094	LEAPMAN,SCOTT D SMITH,JONATHAN/Permits	1230 SE 8 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 NOT PRESENT EXTENDED TO 6-7-2024
21	24010193	BOGDAN,MICHAEL /Landscape	264 SE 18 AVE, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(K) (14) (b) - Landscape Requirements.	RESPONDENT WAS PRESENT- ATTORNEY RYAN HORLAND FINAL ORDER ISSUED COMPLY BY 6-7-2024 \$125 PER DAY \$80 PROSECUTION COST

22	24010194	1910 SE 2 ST LLC /Landscape	1910 SE 2 ST, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT- KAREN LANGER EXTENDED TO 8-9-2024
76	24040113	SABINO,JOSEPH	25 DEER CREEK RD, UNIT C101,DEERFIELD BEACH, FL 33442 C101	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT WAS PRESENT- JOSEPH SABINO CASE TO BE HEARD ON 6-28- 2024
82	24040003/post	RADIANT LIVING WORSHIP CENTER INC/Traffic and vehicles	411 NE 1 AVE, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14- 105(8) - Exterior building and structure standards. Chapter 66 - TRAFFIC AND VEHICLES DIVISION 3. BSO ENFORCED - REGULATIONS, GENERALLY Section 66-59. (c)(1)(b)- Parking on residentially zoned lots. Chapter 66 - TRAFFIC AND VEHICLES Section 66-117. (b) - Parking prohibitions; enforcement.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 6-7-2024 \$150 PER DAY PER VIOLATION \$80 PROSECUTION COST
84	24020145/post	REYES,DAVID /Parking and permits	4320 NE 6 TER, DEERFIELD BEACH, FL 33064	Chapter 66 - TRAFFIC AND VEHICLES Section 66-117. (b) - Parking prohibitions; enforcement. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS	RESPONDENT NOT PRESENT CONTINUED TO 6-11-2024

				ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	
97	24040116/post ed	SANTISE,PAUL H/E SANTISE,ROSE	743 SE 12 AVE, DEERFIELD BEACH, FL 33441	Chapter 58 - SOLID WASTE DIVISION 3. - RESIDENTIAL COLLECTION Section 58-70. (c)- Preparation of bulky yard and vegetative wastes. Chapter 58 - SOLID WASTE DIVISION 3. - RESIDENTIAL COLLECTION Section 58-70. (f) - Preparation of bulky yard and vegetative wastes.	RESPONDENT NOT PRESENT FINDING OF FACT ORDER ISSUED COST WAIVED
105	24040039	MELO,ALBERTINO /Parking and storage	4421 SW 11 PL, DEERFIELD BEACH, FL 33442	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(7) - Exterior building and structure standards.	RESPONDENT NOT PRESENT REPEAT FINAL ORDER AND IMPOSITION LIEN ISSUED FOR 28 DAYS FOR \$500 PER DAY
110	24020175/post	ROMELUS, CHRISTINA L & DARREN L / Prop. Maintenance	548 NW 2 WAY, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14- 105(8) - Exterior building and structure standards. Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE IV. - JUNKED VEHICLES AND ABANDONED PROPERTY- Section	RESPONDENT NOT PRESENT CONTINUED TO 6-28-2024

				34-160 (a) PRIVATE PROPERTY - Parking or storage for over 72 hours restricted.	
111	24030201	HAMPTON,JOYCE A /Landscape	672 NW 2 WAY, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 6-7-2024 \$150 PER DAY \$80 PROSECUTION COST
116	24030059/post	ZUBAY,KENNETH JOHN PETER ZUBAY,SARAH JANE/Permits	1218 SE 15 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 WAS PRESENT- SARAH ZUBAY CONTINUED TO 6-11-2024
117	24030092/post	CATHEDRAL CHURCH OF GOD /Prop. Maintenance and CU permits	309 S DIXIE HWY, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 58 - SOLID WASTE ARTICLE I. - IN GENERAL Section 58-3. - Maintenance of area. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Sec. 98-88. (b) - Off-street parking and loading. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY	RESPONDENT WAS PRESENT- BILLY GOWDY CONTINUED TO 9-10-2024

				REGULATIONS Section 98-88. (f) Off-street parking and loading. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IX. - CERTIFICATES OF USE Section 98-161(b) - Certificate of use permit requirements.	
119	24030141/post	BAYLISS,JOHN M /Parking and storage	1260 SE 3 ST, UNIT 1-2,DEERFIELD BEACH, FL 33441 1-2	Chapter 46 – OFFENSES Section 46-28(a) - Storage of materials. Chapter 66 - TRAFFIC AND VEHICLES Section 66-117. (b) - Parking prohibitions; enforcement.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 6-7-2024 \$200 PER DAY PER VIOLATION \$80 PROSECUTION COST
120	24030144/post	CIFUENTES,BETTY /Landscape and parking	9 SE 10 CT, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas . Chapter 66 - TRAFFIC AND VEHICLES DIVISION 3. BSO ENFORCED- REGULATIONS, GENERALLY Section 66-59. (c)(1)(a)- Parking on residentially zoned lots.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 6-7-2024 \$150 PER DAY \$80 PROSECUTION COST
123	24030173	COVE YACHT BASIN DOCKOMINIUM OWNERS ASSN INC	1756 SE 3 CT, DEERFIELD BEACH, FL 33441	Chapter 46 – OFFENSES Section 46-28(a) - Storage of materials.	RESPONDENT WAS PRESENT DENISE BUZZELLI CONTINUED TO 6-11-2024
124	23100018	KEAIRNES,CLAYTON R	1110 SE 7 ST, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(a) - Minimum standards for yard and landscape areas.	RESPONDENT NOT PRESENT

				Chapter 46 – OFFENSES Section 46-13 - Trees, bushes and shrubs—Encroaching on public right-of-way.	FINES IMPOSED AS OF 5-10-2024 FOR \$150 PER DAY
130	24020113	BH STR LLC GRHH POMPANO BEACH LLC/Mt. of Development	551 NW 42 CT, UNIT 101,DEERFIELD BEACH, FL 33064 101	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT NOT PRESENT EXTENDED TO 6-7-2024
131	24010209	HEUMANN,MICHAEL S HEUMANN,TERI/Permits	2005 NEWPORT G, 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 CONTINUED TO 6-11-2024
132	24010212	AMENO,THIAGO & SAMANTHA/Landscape	1439 SW 24 TER, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. – SU ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(C)(3) - Landscape Requirements.	RESPONDENT NOT PRESENT CONTINUED TO 6-11-2024
133	24020136	ELLMAN,EVAN JANE SHELLEY ELLMANN REV TR ETAL/Permits	154 GRANTHAM C, 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- JAMES GRZESZCZAK FINAL ORDER ISSUED COMPLY BY 6-7-2024 \$150 PER DAY \$80 PROSECUTION COST
137	24020027	HARVEST INVESTMENT INTERNATIONAL INC/40/50 year	1544 SE 3 CT, DEERFIELD BEACH, FL 33441	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 6-7-2024 \$250 PER DAY

					\$80 PROSECUTION COST
138-141	24020028	HAAR FLORIDA TR HAAR, THOMMY TRSTEE/40/50 year	2057 SE 6 ST, UNIT 1, DEERFIELD BEACH, FL 33441 1	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 6-7-2024 \$250 PER DAY \$80 PROSECUTION COST
142	21010151	DB SUB 4 LLC	9 DEER CREEK RD, DEERFIELD BEACH, FL 33442 A107	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT WAS PRESENT- JOSEPH SABINO FINAL ORDER ISSUED COMPLY BY 6-27-2024 \$150 PER DAY COST WAIVED
144	23080047	OZINGA SOUTH FLORIDA INC	2030 NW 40 CT, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS	RESPONDENT NOT PRESENT- FINES IMPOSED AS OF 5-9-2024 FOR \$150 PER DAY
145	24020009	WALLACE, WILLIAM EST ODOM, MABEL EST	333 S DIXIE HWY, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(K) (13) - Landscape Requirements.	RESPONDENT NOT PRESENT EXTENDED TO 6-7-2024
146	24030010	CRYSTAL LAKE COMMERCE CNTR LLC	4340 NW 19 AVE, UNIT A, DEERFIELD BEACH, FL 33064 A	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 5-6-2024 FOR \$250 PER DAY PER VIOLATION

				ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	
148	24040167/post ed	DAVID N HAGEN REV LIV TR HAGEN,DAVID N TRSTEE/Permits	118 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 NOT PRESENT FINAL ORDER ISSUED COMPLY BY 6-7-2024 \$150 PER DAY \$80 PROSECUTION COST
149	24040168/post ed	COVELLI,BLANCA M /Permits	402 SE 8 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 CONTINUED TO 6-11-2024
150	24040175	FRIONE,DONNA /Landscape	33 DEER CREEK RD, UNIT D101,DEERFIELD BEACH, FL 33442 D101	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT WAS PRESENT- JOSEPH SABINO FINAL ORDER ISSUED COMPLY BY 6-27-2024 \$150 PER DAY COST WAIVED
A	23120093	RETAMAR,SUSAN D & RICHARD E	685 E HILLSBORO BLVD, 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 WAS PRESENT- RICHARD RETAMAR FINES MITIGATED TO \$41 TO BE PAID BY 6-11-2024
B	24010196	DAVIS,JEROD & LISA	1014 SE 14 TER, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND	RESPONDENT NOT PRESENT VACATED IMPOSITION OF FINE

				ENFORCEMENT Section 98-113(a) Building permits	
C	23030050	641 SE 20TH AVE LLC	641 SE 20 AVE, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(4) - Exterior building and structure standards.	RESPONDENT NOT PRESENT VACATED FINAL ORDER AND IMPOSITION OF LIEN
D	22120180	SNYDER,RICHARD B /ALLEN GELMAN FOR BUY MY INTREST TRUSTEE	1943 DEER CREEK WILDWOOD LN, DEERFIELD BEACH, FL 33442	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14- 105(8) - 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.	RESPONDENT NOT PRESENT CONTINUED TO 5-31-2024
E	16060184	YATES,EMILY M	1025 SE 7 Ct DEERFIELD BEACH, FL 33441	Chapter 78 - COMMUNITY APPEARANCE BOARD Section 78-5. - Submission of plans and specifications.	RESPONDENT WAS PRESENT- EMILY YATES FINES MITIGATED TO \$2,380 TO BE PAID BY 8-13-2024
F	24040006	CLP FLORIDA LLC	329 SE 7 AVE, DEERFIELD BEACH, FL 33441	Chapter 66 - TRAFFIC AND VEHICLES Section 66-117.(b) - Parking prohibitions; enforcement.	RESPONDENT NOT PRESENT FINES WAS REMOVED
G	19110068	DEMETRE ROUSSONICLOS	1021 DE 13 CT, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT WAS PRESENT- DEMETERE ROUSSONICLOS FINES MITIGATED TO \$19,000 TO BE PAID BY 10-8-2024

				Chapter 66 - TRAFFIC AND VEHICLES Section 66-117.(b) - Parking prohibitions; enforcement Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	
H	20010170	JOSEPH,MANOUCHEKA	4603 NW 3 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 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT WAS PRESENT JOSEPH MANOUCHEKA FINES MITIGATED FOR \$2,100 TO BE PAID BY 10-8-2024

SPECIAL MAGISTRATE MINUTES
CITY OF DEERFIELD BEACH, FLORIDA

Andrew Dunkiel, Special Magistrate

Date



Meeting Minutes

Community Redevelopment Agency

Tuesday, May 14, 2024

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

Also Present:

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

Absent:

Mr. Bernie Parness - *excused*

PLEDGE OF ALLEGIANCE

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

APPROVAL OF MINUTES

Community Redevelopment Agency Meeting Minutes - April 9, 2024

MOTION was made by Mr. Preston, seconded by Mr. Hudak, to approve the April 9, 2024 minutes as submitted. Voice Vote:

Yeas: 4 - Mr. Hudak, Mr. Preston, Vice Chair Drosky, and Chair Ganz
Nays: 0

APPROVAL OF AGENDA

May 14, 2024

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

Yeas: 4 - Mr. Hudak, Mr. Preston, Vice Chair Drosky, and Chair Ganz
Nays: 0

GENERAL ITEMS

- 1. CRA Resolution 2024/005 - A Resolution of the Deerfield Beach Community Redevelopment Agency (CRA), approving an agreement and master lease agreement and orders with Williams Scotsman, Inc. dba Willscot Mobile Mini for the purchase and installation of modular trailers, utilizing Omni Partners Contract No. R210503 in an amount not to exceed \$154,337.80 for a 24-month rental term; providing for execution and an effective date. (Funds from Account #190-1500-554-36-02 - Rent of Building/Office)**

The Resolution was read by title only.

Kris Mory, Community Redevelopment Agency Director, provided a brief overview of the item, which is budgeted and the most cost effective. Further, having staff onsite during construction of the project will be extremely beneficial.

Chair Ganz commended staff, as this is the best solution. Thereafter, he opened the public hearing; however, there were none to speak and the public hearing was closed.

**MOTION was made by Mr. Hudak, seconded by Mr. Preston, to approve Item 1, adopted CRA Resolution 2024/005.
Roll Call:**

Yeas: 4 - Mr. Hudak, Mr. Preston, Vice Chair Drosky, and Chair Ganz
Nays: 0

2. Updates regarding various ongoing projects.

Kris Mory, Community Redevelopment Agency Director, highlighted a brief presentation. She explained that the bids for the Sullivan Park facility closed on May 2nd, and \$8.1 million was the low bid. At the end of June, she will be presenting the project to the Florida Inland Navigation District (FIND) in hopes of seeking grant monies. She explained that although the construction contract is \$8.1 million, the CRA only has \$6.6 million available to fund the project, so a short-term loan from the City is needed to expedite construction, which will be discussed next month; nonetheless, staff is beginning to discuss options for the ground breaking ceremony. Further, she said the restoration for the S-Curve Utility Undergrounding and Streetscape Improvements Project will begin May 20th and staff is currently making door to door notifications. New signage is being installed today at the Cove Shopping Center parking lot, the kiosk installations are being installed around June 10th, and the thermoplastic striping will be completed in June. Furthermore, staff received and is currently reviewing a proposal from WGI for a parking garage feasibility study. Lastly, she outlined the current commercial façade, micro-façade, and public art projects.

Mr. Hudak said since the Sullivan Park facility came under budget, would it be possible to add some of the items that were removed back into the project.

Ms. Mory said yes, it would occur through change orders; nevertheless, staff would have to look into the cost benefit of bringing the more costly items back into the project, i.e. inside flooring, outside columns, etc. Further, she advised that she will present the items that were removed from the project at the June meeting for the Board's consideration.

Mr. Hudak spoke in opposition of having shuttle services within the Cove parking lot, whereas, the City and CRA Board are trying to find ways to help the businesses, and allowing people to park at the Cove, then shuttle them to the beach for a city event is adversely affecting the businesses; therefore, he asked that the shuttle service location be reevaluated for future events.

Vice Chair Drosky said he wants to ensure an A class presentation is given to the FIND, so if anything additional is needed, he asked that Ms. Mory advise accordingly. Further, he spoke in support of the parking garage feasibility study, as something must be done to the Cove Shopping Center parking. Lastly, he agreed with bringing the items that were removed from the Sullivan Park facility back up for discussion.

Mayor Ganz commended staff for their efforts on the cost savings for the Sullivan Park facility. Although he agreed with bringing the previously removed items forward for consideration, he asked that staff ensure items are put in that will aesthetically improve the facility to the level the residents were told it was going to be. Lastly, he spoke in support of the feasibility study.

In response to Chair Ganz's question, Ms. Mory replied that Christine Shaw, FPL, has been helpful and responsive.

GENERAL ITEMS - CONTINUED

Currently, staff is in negotiations with FPL for a component of the project, which is the installation of the underground conduit for the lighting.

ADMINISTRATION COMMENTS

There were no administration comments.

BOARD COMMENTS

There were no board comments.

PUBLIC COMMENT

There were no public comments.

ADJOURNMENT

MOTION was made by Mr. Preston, seconded by Mr. Hudak, to adjourn the meeting at 7:25 p.m. Voice Vote:

Yeas: 4 - Mr. Hudak, Mr. Preston, Vice Chair Drosky and Chair Ganz

Nays: 0

BILL GANZ, CHAIR

Heather Montemayor, City Clerk

HILLSBORO INLET DISTRICT
Minutes of Regular Monthly Meeting, Monday, May 20, 2024
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 (via Zoom)
Commissioner Randy Strauss
Commissioner Robert O'Neill
Commissioner Tom Campbell (Arrived at 6:34 PM)

OTHERS PRESENT:

David N. Tolces, General Counsel, Weiss Serota Helfman
Cole & Bierman, P.L.
Captain Woodworth R. Draughon III
Assistant Captain, Alexander Cuevas
District Accountant Robert Andrews
Kimberly Longo, District Secretary
Zak Bedell, Olsen Associates, Inc. (Via Zoom)
Debra A. Reese, Assistant General Counsel, Weiss Serota
Helfman Cole & Bierman, P.L.
Dawn Miller, Mayor of Town of Hillsboro Beach

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 April 15, 2024 Regular Meeting Minutes was made by Commissioner Loesel and seconded by Commissioner Strauss.

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

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

APPROVAL OF OUTSTANDING BILLS: A Motion was made by Commissioner Loesel and seconded by Commissioner O'Neill for approval of all outstanding bills in the amount of \$75,081.18. The bills were reviewed and discussed in detail.

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

The Motion to approve the outstanding bills in the amount of \$75,081.18 was approved unanimously. (5-0)

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

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

The Motion to approve the current month's expenses of approximately \$50,000.00 was approved unanimously. (7-0)

INLET STATUS REPORT: Captain Draughon presented the Inlet depth chart, which depicted eight (8') feet controlling depth seaward and seven (7') feet controlling depth shoreward. There was 54.5 hours of dredging time, resulting in about 24,525 yd³ of sand bypassed to Pompano Beach.

Captain Draughon advised the Board that the crew performed general maintenance. The workboat was taken to Cable Marine for dry dock. Captain Draughon advised that the running gear was removed and in the process of removing it, one of the District employees had a mishap. The employee is doing better. The bottom of the workboat is currently being finished up and the crew is just waiting on the propellers to come back so they can go back over to Cable Marine and put the running gear back in. Once that is completed, the crew will tackle the top side of the boat.

Captain Draughon advised that the crew has had a lot of issues with vibrations and overheating on the dredge because of all the debris it collects while the crew is digging out in the channels.

Chair Bryan talked about the impact of expenditures with the budget. For budget purposes, Chair Bryan asked Captain Draughon to provide a list of what can go wrong, what needs to be replaced and what it costs to be replaced. Captain Draughon discussed the list of items with the Board. Attorney Tolces asked Captain Draughon to forward him the list and will circulate it to the Commissioners.

PUBLIC COMMENTS: Dawn Miller, Mayor of Town of Hillsboro Beach (the "Town") introduced herself and thanked the District for all of the work the District does for the Town and all of the communities and to let the District know if they ever need help from the Town to please let them know. Mayor Miller advised that they are on the north side and would love it if some day some of the sand can end up back north.

NEW BUSINESS

PRESENTATION – STATE OF FLORIDA FORM 1 FINANCIAL DISCLOSURE FILING:

Attorney Tolces advised the Commissioners that the Form 1 Financial Disclosure needs to be filed by July 1, 2024. He advised technically after July 1, 2024, the Form 1 is late, but fines will not start accruing until after September 1, 2024. He advised the Commissioners that they need to go on-line and register if they have not done so already with the Florida Commission on Ethics. He advised there are no more paper forms and everything is done electronically. Attorney Tolces stated that he will follow up with the Commissioners in a month or so to see if it has been completed. Attorney Tolces then discussed what needs to be reported and went over the presentation that was provided in the Commissioners agenda packet.

OLD BUSINESS

HEALTH INSURANCE UPDATE/DISCUSSION: Mr. Andrews stated that two meetings ago, there was a discussion on the health insurance relative to a Commissioner who was approaching 65 or is 65 and needing to go onto Medicare. Chair Bryan had an agent go ahead and simulate that upcoming transfer at some point to the Medicare side. It was discovered that it is not only the Medicare premium for the Part B and Part D, the District is also dealing with the IRMAA adjustment surcharge (monthly adjustment amount). When that is applied to a one case here is that would push the premium to be more than existing health insurance rate. Chair Bryan and the Board discussed the Medicare issue.

Commissioner Chappell stated that the District is coming up on the deadline we have and the best thing to do is move forward and make the renewal and find a new insurance agent. He stated to have the District go out for an RFP for new agent and review other opportunities. Commissioner O'Neill asked if the RFP could be brought to the Board in September. Attorney Tolces advised that he will bring an RFP to the Board in September.

UPDATE REGARDING DEP AND USACOE PERMIT APPLICATIONS: Zak Bedell of Olsen Associates, Inc. advised the Board that they are continuing to work on the activities associated with the Maintenance Dredging Permit Application. FDEP has requested a second request for more information relating to the location of the discharge pipe at the south jetty. The USACOE permit application is pending.

Attorney Tolces provided the Commissioners with a couple of letters relating to the permit application. The Hillsboro Club wrote a letter to the DEP relating to their request to insert themselves and their issues into the District's permit application. The DEP sent a letter to The Hillsboro Club and responded to their concerns and advised that that as part of the District's new permit we will have to do an Inlet Management Study and come up with a new Management Plan and that as part of the new Management Plan sand may be directed in different directions but as of now the District permit and Charter is to provide sand to eroded beaches which are the beaches south of the Inlet. Attorney Tolces advised that the District always works with The Hillsboro Club when they need something.

Mayor Miller inquired about the timeline of getting the DEP permit renewed. Attorney Tolces advised that the District is in the process of getting that permit renewed. He stated hopefully if all goes well that the DEP should issue a notice of intent to issue the permit by September and then have to wait to see if anyone challenges it, the permit will be issued by the end of the year. Based upon that the District would then begin the Inlet Management Study process.

UPDATE REGARDING STATE OF FLORIDA LOCAL GOVERNMENT FUNDING

REQUEST: Attorney David Tolces advised the Board that the District will receive funding from the DEP. He advised that they are in the process of meeting Devon Witczak on Wednesday. She is coming down for about forty-five minutes to see the Hillsboro Inlet and the District's operations. Attorney Tolces spoke to Ms. Witczak last week to talk about how the grant fund agreement works and the process for having task orders, submitting information in order to get reimbursed.

Attorney Tolces stated that all the information will be brought to the June meeting so the District will know what money will be allocated to the District, what the District is eligible for reimbursement on and how long that money can look back or go forward.

GENERAL COUNSEL COMMENTS: Attorney Tolces stated we will have our tentative millage rate will be set in July. We will be getting the assessed values in June. We are working on obtaining the easement for the discharge pipe just south of the inlet and hopefully will bring back to you in June to review. There is no further news on the dock which has been applied for just south of the jetty. The permit application is still pending with the FDEP. The permit application that was originally submitted to the Office of the Army Corp. has been pushed up the chain to a larger review process with the Army Corp. of Engineers. They still have all the information that the District presented.

Attorney Tolces stated that Commissioner O'Neill inquired about the legal expenses to date relating to the dock issue. He advised that his law firm has \$5,000.00 in legal expenses and the cost of the survey where the discharge pipe is located was \$7,000.00 for a total of \$12,000.00.

The owners who own the land have asked if the District if it will pay for attorney for them to review the easement. The District has agreed to pay a local real estate attorney between \$3,000.00 and \$5,000.00.

COMMISSIONER COMMENTS: Commissioner Strauss advised the Board that the Town of Lauderdale-by-the Sea Commission adopted a Resolution similar to the City of Lighthouse Point's Resolution supporting the District's efforts to oppose the Hillsboro Point dock permit application. He stated the next step would be for the City of Pompano Beach and possibility, the Town of Hillsboro Beach do the same and other cities to follow.

Commissioner O'Neill stated he wrote the City Manager a letter regarding the same issue. The City Manager's response was that he is turning it over to the legal department. Attorney Tolces advised that he would reach out to the City Attorney and forward him the information. Commissioner Chappell asked for the same information and he will forward it to the County to see if they will adopt a Resolution.

ADJOURNMENT: Motion was made by Commissioner Loesel to adjourn the meeting and seconded by Commissioner O'Neill. The meeting was adjourned at 7:24 PM by Chair Bryan.

Respectfully submitted,

Kimberly Longo, District Secretary



Regular City Commission Meeting - July 9, 2024

DEERFIELD BEACH - YOU ARE HEREBY NOTIFIED that the **Regular City Commission** meeting will be held on **Tuesday, July 9, 2024, 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 July 9, 2024, 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 July 9, 2024 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 July 9, 2024.
 - i. Use the following link below to access the meeting via Zoom:
<https://deerfield-beach.zoom.us/j/83733145587?pwd=WUvhirOArwIH2JiP4czDshzNc9xfZB.1>
 - 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: 837 3314 5587#, Participant ID: #, Passcode: 540049#

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 July 9, 2024, 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. 2024-336

Agenda Date: 7/9/2024

Status: QUASI-JUDICIAL PUBLIC
HEARINGS

In Control: City Commission

Title

P.H. 2024-083: APPLICATION: 23-P-237

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The Applicant is requesting approval to amend the restrictive note on the "Our Lady of Mercy Parish Center" (Plat Book 118 Page 38) to add 13,000 square feet of daycare use on the portion of the property that is currently a vacant site. The applicant is requesting this plat amendment so that they may obtain approval to construct and operate a private pre-school not affiliated with the Church (site plan application #23-CF-43). The Broward County Urban Planning Division staff has indicated that the County has no objections to the proposed language.

The applicant is requesting to amend the restrictive note as follows:

Existing Note:

"This plat is restricted to 11,320 square feet of Church building coverage."

Proposed Note:

"This plat is restricted to 11,320 square feet of Church use and 13,000 square feet of child daycare use."

Per Broward County platting requirements, no local government may grant an application for a building permit for the construction of a principal building on a parcel of land unless a plat, including the parcel for the permit, has been approved by the Broward County Commission.

The County requires approval from the City as part of their approval process for the plat.

RESOLUTION NO. 2024/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE PLAT APPLICATION FROM SCOTT & KATERINA FREELAND TO AMEND THE PLAT NOTE FOR THE APPROXIMATELY 5.25 ACRE PROPERTY LOCATED AT 5201 N. MILITARY TRAIL, IN THE CF ZONING DISTRICT, TO PERMIT 13,000 SQUARE FEET OF CHILD DAYCARE USE (APPLICATION NO. 23-P-237); PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, Application No. 23-P-237 (the “Plat Application”) has been submitted to the City by Scott and Katerina Freeland (the “Applicant”) seeking to amend the plat note for the approximately 5.25-acre property located at 5201 N. Military Trail, within the CF Zoning District, to permit 13,000 square feet of child daycare use, in addition to the 11,320 square feet of Church use currently permitted (collectively, the “Development”); and

WHEREAS, the site for the Development is approximately 5.25 acres legally described as OUR LADY OF MERCY PARISH CENTER 118-38 B PARCEL A LESS PT DESC'D, COMM AT NE COR OF PAR A, S153.21, SWLY 100.72, SLY 200 TO POB, ELY 12, SLY 20, WLY 12, NLY20 TO POB according to the plat recorded in Plat Book 118, page 38, as more particularly described in the file and located at 5201 N. Military Trail, Deerfield Beach, Florida, in the CF Zoning District (the “Property”); and

WHEREAS, the Applicant is requesting an amendment to the restrictive plat note for the Property from 11,320 square feet of Church use to 11,320 square feet of Church use and 13,000 square feet of child daycare use; and

WHEREAS, the Plat Application for the Development was reviewed by pertinent City staff and recommended for approval; and

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

WHEREAS, the City Commission has determined that the Plat Application meets all departmental and Land Development Code requirements and finds it in the best interest of the City to approve the Plat Application.

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 Plat Application is hereby approved, subject to the conditions set forth in the Plat Application and the Development Review Comments, as amended and dated June 5, 2024, which conditions are hereby incorporated herein by this reference.

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 _____, 2024.

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

RESOLUTION NO. 2024/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, DENYING THE PLAT APPLICATION FROM SCOTT & KATERINA FREELAND TO AMEND THE PLAT NOTE FOR THE APPROXIMATELY 5.25 ACRE PROPERTY LOCATED AT 5201 N. MILITARY TRAIL, IN THE CF ZONING DISTRICT, TO PERMIT 13,000 SQUARE FEET OF CHILD DAYCARE USE (APPLICATION NO. 23-P-237); PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, Application No. 23-P-237 (the “Plat Application”) has been submitted to the City by Scott and Katerina Freeland (the “Applicant”) seeking to amend the plat note for the approximately 5.25-acre property located at 5201 N. Military Trail, within the CF Zoning District, to permit 13,000 square feet of child daycare use, in addition to the 11,320 square feet of Church use currently permitted (collectively, the “Development”); and

WHEREAS, the site for the Development is approximately 5.25 acres legally described as OUR LADY OF MERCY PARISH CENTER 118-38 B PARCEL A LESS PT DESC'D, COMM AT NE COR OF PAR A, S153.21, SWLY 100.72, SLY 200 TO POB, ELY 12, SLY 20, WLY 12, NLY20 TO POB according to the plat recorded in Plat Book 118, page 38, as more particularly described in the file and located at 5201 N. Military Trail, Deerfield Beach, Florida, in the CF Zoning District (the “Property”); and

WHEREAS, the City Commission has reviewed the Plat Application and finds that the Plat Application fails to satisfy the requirements of _____.

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 Plat Application is hereby denied based upon the failure to meet the requirements of _____.

Section 3. All resolutions or parts of resolutions in conflict herewith, be and the same, 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 _____, 2024.

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

**CITY OF DEERFIELD BEACH, FLORIDA
CITY COMMISSION
NOTICE OF QUASI-JUDICIAL PUBLIC HEARING**

YOU ARE HEREBY NOTIFIED of a Quasi-Judicial Public Hearing before the City Commission on **Tuesday, July 9, 2024** 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) to consider the following:

P.H. 2024-083: APPLICATION 23-P-237

Applicant: **Scott and Katerina Freeland represented by Charles Putman**

Proposal: Request to amend 11,320 square feet of church building coverage to 11,320 square feet of church use and 13,000 square feet of daycare" (Plat Book 118, Page 38).

Location: The property is generally described as OUR LADY OF MERCY PARISH CENTER 118-38 B PARCEL A LESS PT DESC'D, COMM AT NE COR OF PAR A, S 153.21, SWLY 100.72, SLY 200 TO POB, ELY 12, SLY 20, WLY 12, NLY 20 TO POB, more particularly described in the file, and located at **5201 N Military Trail**.

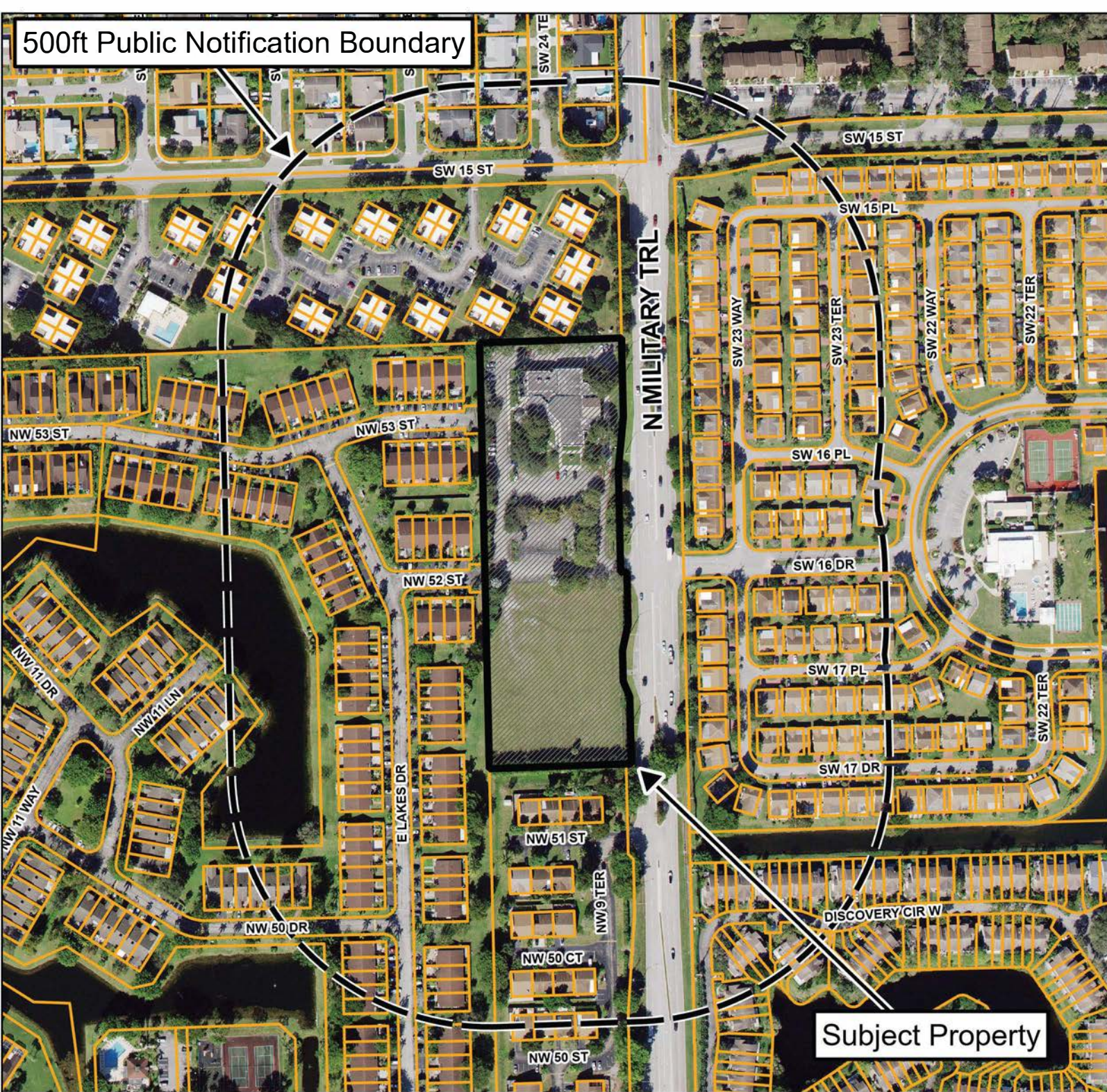
You may either be present in person at the Quasi-Judicial Public Hearing or attend online or by telephone utilizing Zoom, represented by counsel or letter. All interested persons take due notice of the time and place of these Public Hearings and govern yourselves accordingly.

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 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.) Anyone desiring a verbatim transcript shall have the responsibility, at his own expense, to arrange for the transcript.

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.

**CITY OF DEERFIELD BEACH, FLORIDA
BY: HEATHER MONTEMAYOR, CMC, CITY
CLERK**

500ft Public Notification Boundary



Public Hearing Notice Map

Site Plan Application 23-CF-43

Plat Application 23-P-237

5201 N Military Trail



0 200
Feet

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



Deerfield Beach
Florida



PUBLIC NOTICE

APPLICATION 23-CF-43

May 20, 2024

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:

Scott & Katerina Freeland Represented by Charles Putman.

Seeking Major Site Plan approval to construct a 13,000 square foot pre-school facility with associated site improvements, on a 2.47 acre site at the property described as OUR LADY OF MERCY PARISH CENTER 118-38 B PARCEL A LESS PT DESC'D, COMM AT NE COR OF PAR A, S 153.21, SWLY 100.72, SLY 200 TO POB, ELY 12, SLY 20, WLY 12, NLY 20 TO POB, more particularly described in the file, and located at **5201 N Military Trail**.

A public hearing will be held on **THURSDAY, June 6, 2024, 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.	23-P-237
Project Name:	Learning Place IV
Applicant:	Scott and Katerina Freeland
Agent:	Charles Putman
Requested Action/Description:	Request to amend the plat restriction from 11,320 square feet of church building coverage to 11,320 square feet of Church use, and 13,000 square feet of daycare use on the "Our Lady of Mercy Parish Center" (Plat Book 118, Page 38).
Location:	5201 N Military Trail
Legal Description:	OUR LADY OF MERCY PARISH CENTER 118-38 B PARCEL A LESS PT DESC'D, COMM ATNE COR OF PAR A, S 153.21, SWLY 100.72, SLY 200 TO POB, ELY 12, SLY 20, WLY 12, NLY 20 TO POB
Size:	2.84 gross acres (123,710 SF)
Existing Zoning:	CF Facilities, Community
Existing Use:	Church
Future Land Use Plan Designation:	Residential Low (5 du/ac)
Surrounding Land Use and Zoning:	
<u>Existing Use:</u>	<u>Zoning:</u>
North: Single-Family/Multi-Family Residential	RM-10(7.5) Multi-Family, Residential
East: Single-Family Residential	PUD Planned Unit Development
South: Single-Family Residential	RM-5c Multi-Family, Residential
West: Single-Family Residential	RM-5c Multi-Family, Residential
Applicable Regulations:	City of Deerfield Beach Land Development Code

Plat Restrictions:

Existing: 11,320 square feet of Church building use.

Proposed: This Plat is restricted to 11,320 s.f. of church use and 13,000 s.f. of childcare use.

Department Comments & Requirements

REQUEST:

The Applicant is requesting approval to amend the restrictive note on the "Our Lady of Mercy Parish Center" Plat, so that they may obtain site plan approval for the construction of a 13,000 square foot private pre-school building not associated with the Church.

Existing Note:

"This plat is restricted to 11,320 square feet of Church building coverage."

Proposed Note:

"This plat is restricted to 11,320 square feet of Church use and 13,000 square feet of child daycare use."

BACKGROUND:

Tin conjunction with this application, the Applicant has also submitted Site Plan Application No. 23-CF-43 and Conditional Use Application No. 2610, seeking approval to construct and operate the proposed daycare facility. The proposed development is comprised of 13 classrooms, one (1) lobby, breakroom, administrative office space, outdoor play yards, bicycle racks and drop off area with associated parking and landscaping improvements. The proposed childcare facility will serve up to 230 children from ages 1 to 4 from 7AM to 5:30PM Monday through Friday.

The following applications are in review, subject to City Commission approval to accommodate the proposed development:

- Site Plan Application No. 23-CF-43.
- Plat Note Amendment Application No's 23-P-237.
- Conditional Use Application No. 2610 (to be heard at the same time as second reading of the rezoning).

Per Broward County platting requirements, no local government may grant an application for a building permit for the construction of a principal building on a parcel of land unless a plat, including the parcel for the permit, has been approved by the Broward County Commission.

The County requires approval from the City as part of their approval process for the plat.

COMMENTS:

The application was reviewed by the Development Review Committee (DRC), for which the only pertinent review was by the Planning & Zoning Division. Staff comments related to assuring that proposed Plat Note process and plat restriction were approved by the

Broward County Planning & Development Management Division. All staff comments have been addressed and staff DRC comments are attached to this report.



DEVELOPMENT PLAN APPLICATION

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

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

PROJECT INFORMATION:

TYPE OF REQUEST (check all that apply)

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

Project Name: Learning Place IV

Property Owner: Archdiocese of Miami Our Lady of Mercy

Applicant (if different from Owner): Scott and Katerina Freeland

Agent (if different from Owner/Applicant): Charles Putman

Address of Property: 5201 Military Trail, Deerfield Beach Florida

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

SEE Exhibit A

Description of Project: The subject property is vacant. The applicant is proposing to construct a pre-school facility to serve this area of the City.

New Development (Y/N):	<u>Yes</u>	Modification to Existing Development (Y/N):	<u>No</u>
Zoning District:	<u>CF</u>	Future Land Use Category:	<u>RM</u>
Existing Use:	<u>VACANT</u>	Proposed Use:	<u>PRE-SCHOOL</u>
Lot Area (acres):	<u>2.47 ACRES</u>	Number of Dwelling Units (proposed):	<u>N/A</u>
Sq. Ft. of Structure (existing):	<u>VACANT</u>	Sq. Ft. of Structure (proposed):	<u>12,800 SF</u>

Agent Signature: Charles Putman

Name Printed: Charles Putman

Address: 621 NW 53rd St - Suite 125 Boca Raton Florida 33487

Telephone: 561-866-3362

Email: chasputman@gmail.com

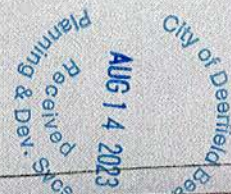
Owner Signature: Paul VI S. Karenga

Name Printed: Paul VI S. Karenga

Address: 5201 Military Trail, Deerfield Beach

Telephone: 954-421-3246

Email: olmercy2004@att.net



Date July 11, 2023

Director of Planning and Zoning Department
City of Deerfield Beach
150 NE Second Ave.
Deerfield Beach, Florida 33441

and

Broward County Department of Environmental Review
One N. University Dr. Suite 201 A
Plantation, Florida 33441

To whom it may concern:

I, Paul VI, as legal representative of the Our Lady of Mercy property located at 5201 N. Military Trail in Deerfield Beach, hereby authorize Charles Putman and/or Charles Putman and Associates LLC to act as our agent relative to the filing and processing of all documents relating to the permitting, platting and development of the subject property.

Name and Signature of authorized agent

Fr Paul VI S. Karenga
AB Karenga Paul VI





ATTACHMENT F

APPLICATION FOR PLAT OR PLAT NOTE AMENDMENT

Pursuant to Code Section 98-12.

Application Type (Check applicable box)

☐ Plat Approval

☒ Plat Note Amendment

COMPLETE ALL SECTIONS OF APPLICATION LEGIBLY.
INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED.

An application must be deemed complete and in compliance with the Land Development Code by Staff prior to the items being scheduled for public hearing.

REQUIRED SUBMITTALS

All of the following items must be submitted to be deemed a complete application (*documentation may be provided with the development plan application requirements in Attachment A*):

☒ **Complete Application** (including Development Plan Application Form)

☒ **Application Processing Fee** (See fee schedule)

☒ **Proof of Ownership** from the property owner. If the owner cannot be verified through the Broward County Tax Roll, a copy of either the recorded warranty deed, valid purchase contract, or a signed and notarized letter from the owner of record must be submitted with this application.

☐ **Disclosure Affidavit** for all owners, representatives, and applicants for the project that will be speaking on behalf of the application.

☒ **Agent Authorization Letter** if applicable, authorizing the applicant/agent to act on all property owners' behalf.

☐ **Public Notice Requirements** (for applications requiring City Commission approval only) as required by the provisions set forth in Code Section 98-35(1).

☒ **(5) 24"x 36", (1) 11"x17", & (1) Electronic Copy of Current Boundary Survey** (*12 months or less*) signed and sealed by a Florida registered surveyor of the subject property, containing the information required by Code Section 98-13(b)(8)(b).

☐ **(5) 24"x 36", (1) 11"x17", & (1) Electronic Copy of Proposed Plat** consistent with requirements set forth in Article IX Division 3 of the Broward County Land Development Code.

☒ **One (1) Digital CD** of required submittals listed above must be provided.

☐ **Other Information** may be required as determined by staff.

PROPOSED NOTE AMENDMENT (To be completed for plat note amendment applications only.)

Existing Plat Note: This plat is restricted to a Maximum of 11,320 sf of church building coverage

Proposed Plat Note: This plat is restricted to 11,320 sf of church use and 13,000 sf of child daycare use.

Public Notice and Advertising Requirements

Pursuant to Code Section 98-35(1), prior to any public hearing of the city commission for a development permit as described in section 98-12 of this Code, the applicant shall provide proper notification to the public in compliance with this section and all applicable county, state and federal law.

EXHIBIT A

LEGAL DESCRIPTION

PORTION OF PARCEL "A", OF OUR LADY OF MERCY PARISH CENTER, AS RECORDED IN PLAT BOOK 118, PAGE 38, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE EAST ONE-QUARTER (1/4) CORNER OF SECTION 10, TOWNSHIP 48, RANGE 42, ALSO BEING THE CENTERLINE OF MILITARY TRAIL (N.W. 9TH AVENUE); THENCE S 02° 33' 35" W. A DISTANCE OF 339.37 FEET TO A POINT; THENCE LEAVING SAID CENTERLINE, N 88° 07' 22" W A DISTANCE OF 55.01 FEET TO THE NORTHEAST CORNER OF PARCEL "A" OF THE SAID OUR LADY OF MERCY PARISH CENTER AND THE WESTERLY RIGHT-OF-WAY LINE OF MILITARY TRAIL; THENCE S02° 33' 35" W A DISTANCE OF 153.21 FEET ALONG THE SAID WESTERLY RIGHT-OF-WAY LINE; THENCE S 09° 24' 09" W A DISTANCE OF 100.72 FEET TO A POINT; THENCE S02° 33' 35" W A DISTANCE OF 200.00 FEET TO THE POINT OF BEGINNING; THENCE S 87° 26' 25" EAST A DISTANCE OF 12.00 FEET TO A POINT; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE S02° 33' 35" W A DISTANCE OF 20.00 FEET TO A POINT; THENCE N87° 26' 25" W A DISTANCE OF 12.00 FEET; THENCE N02° 33' 35" E A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.
CONTAINING 2.47 ACRES OR ACRE, MORE OR LESS.
SAID LANDS SITUATE IN THE CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA, AND CONTAIN 2.47 ACRES, MORE OR LESS.





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. 2009/008 of the City of Deerfield Beach, the adopted Ethics Code contains the following:

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

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

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

(Attach additional sheets as needed for each item.)

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

None

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

None

3. Disclose any action that is a violation of the Ethics Code by a regulated officer (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, Scott Freeland, have received a copy of the ordinance and understand the ordinance requirements.

Applicant

Scott Freeland
Signature

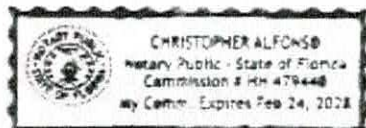
6/5/2024
Date

SWORN TO AND SUBSCRIBED Before me by means of ☒ physical presence or ☐ online notarization, this 5 day of June, 2024 by

Scott Freeland (Affiant), who is personally known to me or has produced State of Florida Driver License identification.

My commission expires: 02/24/2028

Commission No.: HH 429440



Christopher Alfonso
(Signature of Notary Public - State of Florida)
Christopher Alfonso
(Print, Type, or Stamp Commissioned Name of Notary Public)

MEMORANDUM

To: Charles Putman
Charles Putman and Associates, Inc.

From: Karl Peterson, P.E.

Date: May 8, 2023

Subject: Learning Place IV
SW quadrant of Military Trail and SW 16th Drive
Trip Generation Analysis

PRELIMINARY TRIP GENERATION ANALYSIS

The Learning Place IV is a proposed preschool / day care center to be located on the west side of Military Trail and south of the existing Our Lady of Mercy Catholic Church in Deerfield Beach, Florida. The maximum enrollment at this location will be 230 students. The purpose of this memorandum is to provide a preliminary estimate of the trip generation characteristics for this facility.

- This trip generation analysis has been conducted in accordance with ITE *Trip Generation Manual (11th Edition)* procedures.
 - ITE Land Use #565 – Day Care Center
 - Pass-by rates from latest data published by ITE.
 - The results of a preliminary trip generation analysis are presented in Table 1 below.

Table 1								
Learning Place IV								
Trip Generation Analysis								
Deerfield Beach, Florida								
Land Use	Size	Daily Trips	AM Peak Hour Trips			PM Peak Hour Trips		
			In	Out	Total	In	Out	Total
Proposed								
Day Care Center	230 Students	866	85	75	160	71	81	152
- Pass-by (44%)		(381)	(37)	(33)	(70)	(31)	(36)	(67)
Total		485	48	42	90	40	45	85

Compiled by: KBP Consulting, Inc. (May 2023).

Source: ITE Trip Generation Manual (11th Edition).

CHARLES PUTMAN & ASSOCIATES, LLC

LAND PLANNING SERVICES
PLANNING | ZONING | PERMITTING

Boca Raton | (561) 994-6411

PROPOSED PRE-SCHOOL FACILITY

OUR LADY OF MERCY PROPERTY

5201 MILITARY TRAIL

August 2023

PROJECT OVERVIEW

The subject property is a vacant parcel of land that is part of a larger parcel owned by Our Lady of Mercy Church located at 5201 Military Trail. Exhibit 1 shows the specific location of the site. Exhibit 2 shows the general location of the property within the City of Deerfield.

The applicant is the owner and operator of several child care facilities in the south Florida area and is proposing to purchase the vacant site shown on the exhibits from the Church to construct and operate a pre-school facility that will serve up to 230 children from ages 1 to 4. The site plan , SP-01, shows the proposed layout of the new pre-school and the portions of the building that will be devoted to each age group.

PROPOSED PLAN

As shown on SP – 01, the proposed use is very well suited for the subject property. The following should be noted in that regard:

- *Open Space - The size of the parcel allows the project to provide a very generous amount of open space on the site. As noted on the various plans, over 55% of the site is in green area.*
- *Building Setbacks - The proposed 1 story building will be more be more than 90' from the nearest adjacent building.*
- *Access - The parcel has direct access from Military Trail. There are currently both a south bound right turn lane and a north bound left turn lane in place at the entrance to the property that provides excellent access to the site.*
- *Stacking and Parking - The site is large enough so that it can more than accommodate the parking required by code with extra spaces provided. The geography of the property allows for very adequate stacking for parents dropping off and picking up their children*

621 NW 53rd Street - Suite 125, Boca Raton, Florida 33487



- **Bus Stop** - For parents who may wish to bring their children to school by bus, there is an existing bus stop feature already in place along Military Trail.

ADJACENT LAND USES

Exhibit 3 shows the surrounding land uses that are adjacent to the subject site. The nature of the surrounding land use and the potential impact of the proposed project on that land use is summarized below:

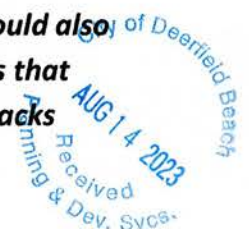
- **North** - The property is bordered on the north by the parking lot used to serve Our Lady of Mercy Church. With the exception of a few spaces on the north side of the site, the Church has not been using this vacant parcel for parking or any Church related activities. Thus, the development of the property for a pre-school should not have an impact on the current operations and activities for the Church.
- **East** - The parcel is bounded on the east by Military Trail. That large ROW provides a substantial buffer between the proposed project and the medium density residential development on the other side of the highway.
- **South and West** - The south and west portions of the site both abut existing medium density residential development. The nearest buildings adjacent to the site are townhomes. The existing buildings are setback roughly 30' feet from the property line. The property on the south boundary of the site has a large existing hedge which along with other plant material provides a significant visual buffer. The buildings on the west are also set back roughly 30' from the property line and there is an existing fence in place to provide a visual buffer.

Proposed Setback and Buffers

One of the key features of the proposed plan for the project is the setback and buffering that is proposed. The one story pre-school building will be setback 64.5' from the south property line and 70' from the west property line. This means that the new building will be over 90' from the nearest townhome. In addition, much of the area in the proposed setback area will be fully landscaped to provide additional buffering and a new 6' fence will be installed. See the attached landscape plan – LP-1.

The applicant has made every effort to respect the neighboring property owners and provide them with a significant buffer.

Alternative Development - Regarding the impacts on neighboring development it should also be noted that under current City codes, there are a wide range of rather intense uses that could be constructed by right on the vacant property and all could be within the setbacks



noted. There is also no limit to the height for the allowable uses other than what is approved by the City.

Clearly the construction of a one story building located over 90' from the existing residences is a much more desirable use for the property than some of the uses currently permitted by right.

When approved the use will be a welcome addition to the educational services currently available to serve the needs of the local area.

CURRENT ZONING

Exhibit 4 shows the existing zoning of the site and the surrounding area. The properties adjacent to the vacant property are in an RM 5c zoning category. This designation is intended to encourage residential uses up to 5 units per acre which reflects the current use. The use of all of the property in the area of the site can be described as medium density residential.

The subject property is zoned CF - Community Facilities . This district is intended to encourage the development of uses that will serve the community needs . The list of allowable uses in the district is presented in Section 98-60 of the City code which is shown below.

Sec. 98-60. CF community facilities.

(b) Permitted uses. The following uses shall be permitted principal uses in the CF district:

- (1) Auditoriums;*
- (2) Cemeteries;*
- (3) Church, or other house of worship;*
- (4) Fire stations;*
- (5) Government offices;*
- (6) Hospitals;*
- (7) Libraries;*
- (8) Museums, art galleries (which do not regularly sell art work which is displayed);*
- (9) Public parks and recreation areas;*
- (10) Schools;*
- (11) College or university research and development parks operated in accordance with Chapter 159, Part V, Florida Statutes;*
- (12) Transportation terminals;*
- (13) Waste and water treatment facilities;*



- (14) *Essential services;*
 - (15) *Cultural and/or civic centers;*
 - (16) *Gymnasium;*
 - (17) *Amphitheaters;*
 - (18) *ALF, subject to the provisions of section 98-93 of this Code;*
 - (19) *Specialty hospitals.*
- (c) *Conditional uses. Upon application and after a favorable determination by the board of adjustment or the city commission (where the conditional use is a part of the site plan application) that all conditions and provisions of a conditional use have been met, the uses listed below may be permitted as conditional uses in this district. In addition to any provisions listed herein, all proposed conditional uses shall comply with the requirements of this Code, be heard and decided by the board of adjustment (or city commission where applicable) as set forth herein, and be consistent with the objectives and recommendations of the city's comprehensive plan.*
- (1) *Special residential facility, adult congregate living facility (ACLF) subject to the provisions of section 98-93 of this Code. Further, the building height shall not exceed 45 feet. The number of permitted dwelling units per acre (DU/AC) shall be limited to the allocation of "reserve" or "flexibility" units as prescribed in the City of Deerfield Beach Land Use Plan.*
- (d) *Accessory uses. Permitted accessory uses in the CF district shall include those uses customarily incidental to the permitted principal and approved conditional uses.*
- (e) *Property development requirements. The property development requirements shall be established by the city commission on a case-by-case basis through the established development plan review process.*
- (f) *Other development requirements. Other applicable lot and use regulations are set forth in Article IV, Supplementary Regulations.*
- (g) *No sign shall be constructed or erected which exceeds the height of the tallest building on the lot upon which the sign is to be erected, or the maximum height as permitted in section 98-101 of the Land Development Code, whichever is less.*
- (Ord. No. 2002/021, § 1, 6-4-02; Ord. No. 2005/027, § 19, 9-6-05; Ord. No. 2012/029, § 14, 7-10-12; Ord. No. 2013/034, § 8, 12-3-13)*

Even though a school is clearly called out as a permitted use and there are a wide range of educational uses permitted in the CF district, the City code further defines a school as a K-12 facility which does not include pre-school or child care facilities such as the one being proposed.

Text Amendment - Given that child care facilities are not considered a permitted school in the CF zoning district, some action will need to be taken to allow for the proposed use to be permitted on this site. In that regard it would seem that there are two ways that the applicant can proceed to obtain approval for the proposed use. One way would be to request a text amendment to the code to add child care services to the list of Permitted Uses in the CF district. The second way would be to request a re-zoning of the parcel to an RM zoning category that would allow for a child care facility.



In discussions with staff it was agreed the best way to proceed on the matter of permitting would be to request a text amendment to add child care facilities as a permitted use in the CF zoning district. Pursuant to those discussions, the applicant is including a specific request in this application asking that the child care use be added as a permitted use to item (b) in Section 98-60 of the City code.

SUMMARY

The proposed use is clearly a good fit for the subject property. It has excellent access, will be well buffered from surrounding land uses and provides needed addition to the educational service package for this area of the City.



CHARLES PUTMAN & ASSOCIATES, LLC

LAND PLANNING SERVICES
PLANNING | ZONING | PERMITTING

Boca Raton | (561) 994-6411

REQUEST FOR TEXT AMENDMENT

SECTION 98-60

PLEASE LET THIS DOCUMENT SERVICE AS A FORMAL REQUEST FROM THE APPLICANT OF THE LEARNING PLACE IV PROJECT FOR APPROVAL OF A TEXT AMENDMENT TO SECTION 98 - 60 OF THE CITY CODE TO ADD CHILD CARE CENTER AS AN ADDITIONAL PERMITTED USE TO THE LIST OF OTHER PERMITTED USES CALLED OUT IN ITEM (b) OF THAT CODE SECTION.

The purpose of this change would be to allow child care and pre-school uses to become permitted uses in the CF – Community Facilities zoning classification. The approval of this request will allow the proposed plans for the Learning Place IV project to be processed as a permitted use in the CF district.

JUSTIFICATION

THE APPROVAL OF THIS PROPOSED CHANGE WOULD BE JUSTIFIED FOR THE FOLLOWING REASONS:

- The CF zoning district already allows a number of educational uses by right such as K-12 schools, high schools, colleges, etc. The construction of a pre-school facility such as being proposed is precluded only by the fact that the City code defines a school as a facility that serves K -12. Thus, allowing this additional use will not represent a significant change in the types of uses currently allowed by right in the zoning district .**
- Child care uses such as the Learning Place IV project will have much less of an impact on the surrounding land uses than the other more intense uses that are currently allowed as permitted uses in the CF district.**
- Child care services are a much needed community service facility**



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PROPOSED PRE-SCHOOL FACILITY

OUR LADY OF MERCY PROPERTY

5201 MILITARY TRAIL

August 2023

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PROPOSED PLAN

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- *Building Setbacks - The proposed 1 story building will be more be more than 90' from the nearest adjacent building.*
- *Access - The parcel has direct access from Military Trail. There are currently both a south bound right turn lane and a north bound left turn lane in place at the entrance to the property that provides excellent access to the site.*
- *Stacking and Parking - The site is large enough so that it can more than accommodate the parking required by code with extra spaces provided. The geography of the property allows for very adequate stacking for parents dropping off and picking up their children*

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- **North** - The property is bordered on the north by the parking lot used to serve Our Lady of Mercy Church. With the exception of a few spaces on the north side of the site, the Church has not been using this vacant parcel for parking or any Church related activities. Thus, the development of the property for a pre-school should not have an impact on the current operations and activities for the Church.
- **East** - The parcel is bounded on the east by Military Trail. That large ROW provides a substantial buffer between the proposed project and the medium density residential development on the other side of the highway.
- **South and West** - The south and west portions of the site both abut existing medium density residential development. The nearest buildings adjacent to the site are townhomes. The existing buildings are setback roughly 30' feet from the property line. The property on the south boundary of the site has a large existing hedge which along with other plant material provides a significant visual buffer. The buildings on the west are also set back roughly 30' from the property line and there is an existing fence in place to provide a visual buffer.

Proposed Setback and Buffers

One of the key features of the proposed plan for the project is the setback and buffering that is proposed. The one story pre-school building will be setback 64.5' from the south property line and 70' from the west property line. This means that the new building will be over 90' from the nearest townhome. In addition, much of the area in the proposed setback area will be fully landscaped to provide additional buffering and a new 6' fence will be installed. See the attached landscape plan – LP-1.

The applicant has made every effort to respect the neighboring property owners and provide them with a significant buffer.

Alternative Development - Regarding the impacts on neighboring development it should also be noted that under current City codes, there are a wide range of rather intense uses that could be constructed by right on the vacant property and all could be within the setbacks

City of Deerfield Beach
AUG 14 2023
Received
Planning & Dev. Svcs.

noted. There is also no limit to the height for the allowable uses other than what is approved by the City.

Clearly the construction of a one story building located over 90' from the existing residences is a much more desirable use for the property than some of the uses currently permitted by right.

When approved the use will be a welcome addition to the educational services currently available to serve the needs of the local area.

CURRENT ZONING

Exhibit 4 shows the existing zoning of the site and the surrounding area. The properties adjacent to the vacant property are in an RM 5c zoning category. This designation is intended to encourage residential uses up to 5 units per acre which reflects the current use. The use of all of the property in the area of the site can be described as medium density residential.

The subject property is zoned CF - Community Facilities . This district is intended to encourage the development of uses that will serve the community needs . The list of allowable uses in the district is presented in Section 98-60 of the City code which is shown below.

Sec. 98-60. CF community facilities.

(b) Permitted uses. The following uses shall be permitted principal uses in the CF district:

- (1) Auditoriums;**
- (2) Cemeteries;**
- (3) Church, or other house of worship;**
- (4) Fire stations;**
- (5) Government offices;**
- (6) Hospitals;**
- (7) Libraries;**
- (8) Museums, art galleries (which do not regularly sell art work which is displayed);**
- (9) Public parks and recreation areas;**
- (10) Schools;**
- (11) College or university research and development parks operated in accordance with Chapter 159, Part V, Florida Statutes;**
- (12) Transportation terminals;**
- (13) Waste and water treatment facilities;**



- (14) *Essential services;*
 - (15) *Cultural and/or civic centers;*
 - (16) *Gymnasium;*
 - (17) *Amphitheaters;*
 - (18) *ALF, subject to the provisions of section 98-93 of this Code;*
 - (19) *Specialty hospitals.*
- (c) *Conditional uses. Upon application and after a favorable determination by the board of adjustment or the city commission (where the conditional use is a part of the site plan application) that all conditions and provisions of a conditional use have been met, the uses listed below may be permitted as conditional uses in this district. In addition to any provisions listed herein, all proposed conditional uses shall comply with the requirements of this Code, be heard and decided by the board of adjustment (or city commission where applicable) as set forth herein, and be consistent with the objectives and recommendations of the city's comprehensive plan.*
- (1) *Special residential facility, adult congregate living facility (ACLF) subject to the provisions of section 98-93 of this Code. Further, the building height shall not exceed 45 feet. The number of permitted dwelling units per acre (DU/AC) shall be limited to the allocation of "reserve" or "flexibility" units as prescribed in the City of Deerfield Beach Land Use Plan.*
- (d) *Accessory uses. Permitted accessory uses in the CF district shall include those uses customarily incidental to the permitted principal and approved conditional uses.*
- (e) *Property development requirements. The property development requirements shall be established by the city commission on a case-by-case basis through the established development plan review process.*
- (f) *Other development requirements. Other applicable lot and use regulations are set forth in Article IV, Supplementary Regulations.*
- (g) *No sign shall be constructed or erected which exceeds the height of the tallest building on the lot upon which the sign is to be erected, or the maximum height as permitted in section 98-101 of the Land Development Code, whichever is less.*
- (Ord. No. 2002/021, § 1, 6-4-02; Ord. No. 2005/027, § 19, 9-6-05; Ord. No. 2012/029, § 14, 7-10-12; Ord. No. 2013/034, § 8, 12-3-13)*

Even though a school is clearly called out as a permitted use and there are a wide range of educational uses permitted in the CF district, the City code further defines a school as a K-12 facility which does not include pre-school or child care facilities such as the one being proposed.

Text Amendment - Given that child care facilities are not considered a permitted school in the CF zoning district, some action will need to be taken to allow for the proposed use to be permitted on this site. In that regard it would seem that there are two ways that the applicant can proceed to obtain approval for the proposed use. One way would be to request a text amendment to the code to add child care services to the list of Permitted Uses in the CF district. The second way would be to request a re-zoning of the parcel to an RM zoning category that would allow for a child care facility.

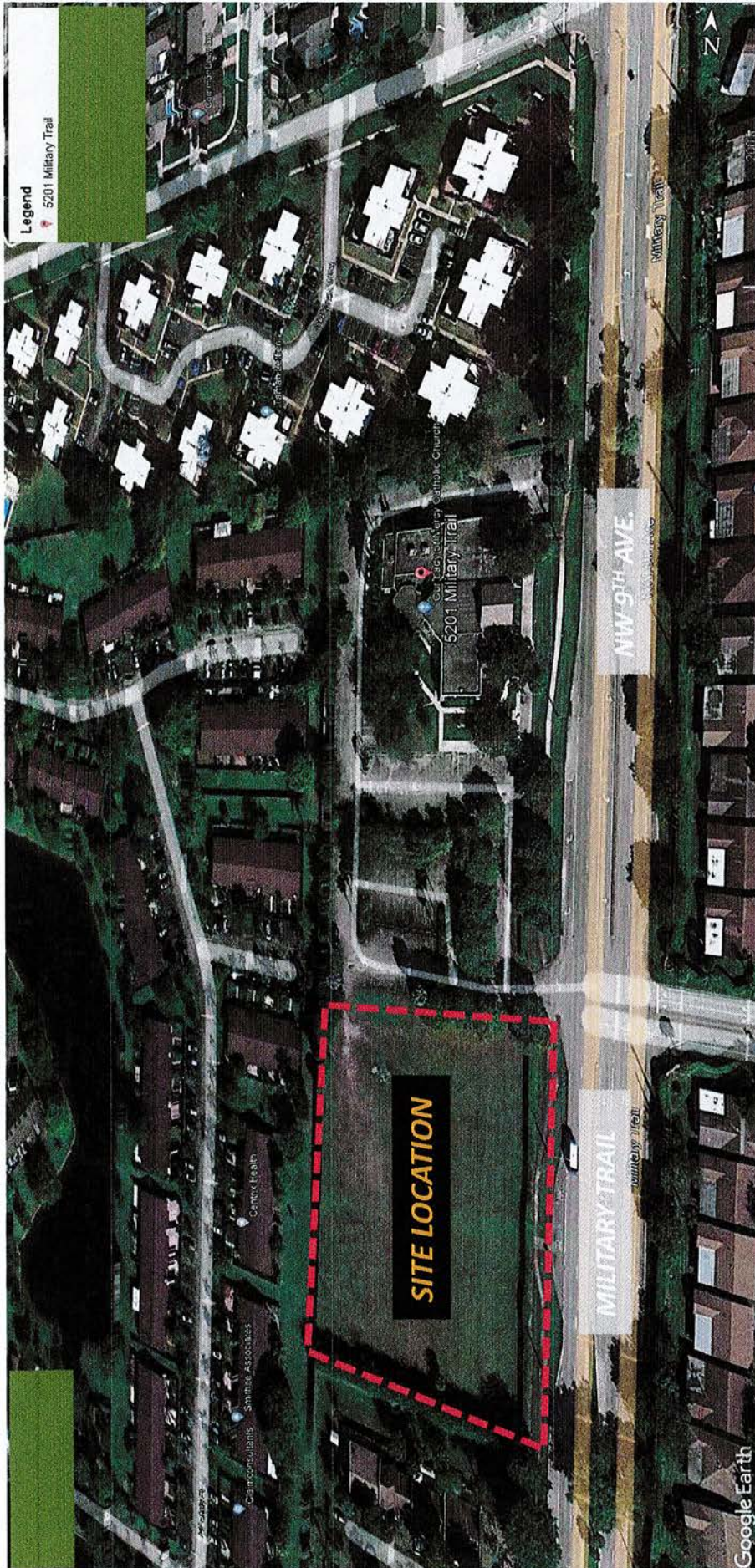


In discussions with staff it was agreed the best way to proceed on the matter of permitting would be to request a text amendment to add child care facilities as a permitted use in the CF zoning district. Pursuant to those discussions, the applicant is including a specific request in this application asking that the child care use be added as a permitted use to item (b) in Section 98-60 of the City code.

SUMMARY

The proposed use is clearly a good fit for the subject property. It has excellent access, will be well buffered from surrounding land uses and provides needed addition to the educational service package for this area of the City.





AERIAL

5102 Military Trail.

Charles Putman & Associates, Inc.

Land Planning Services

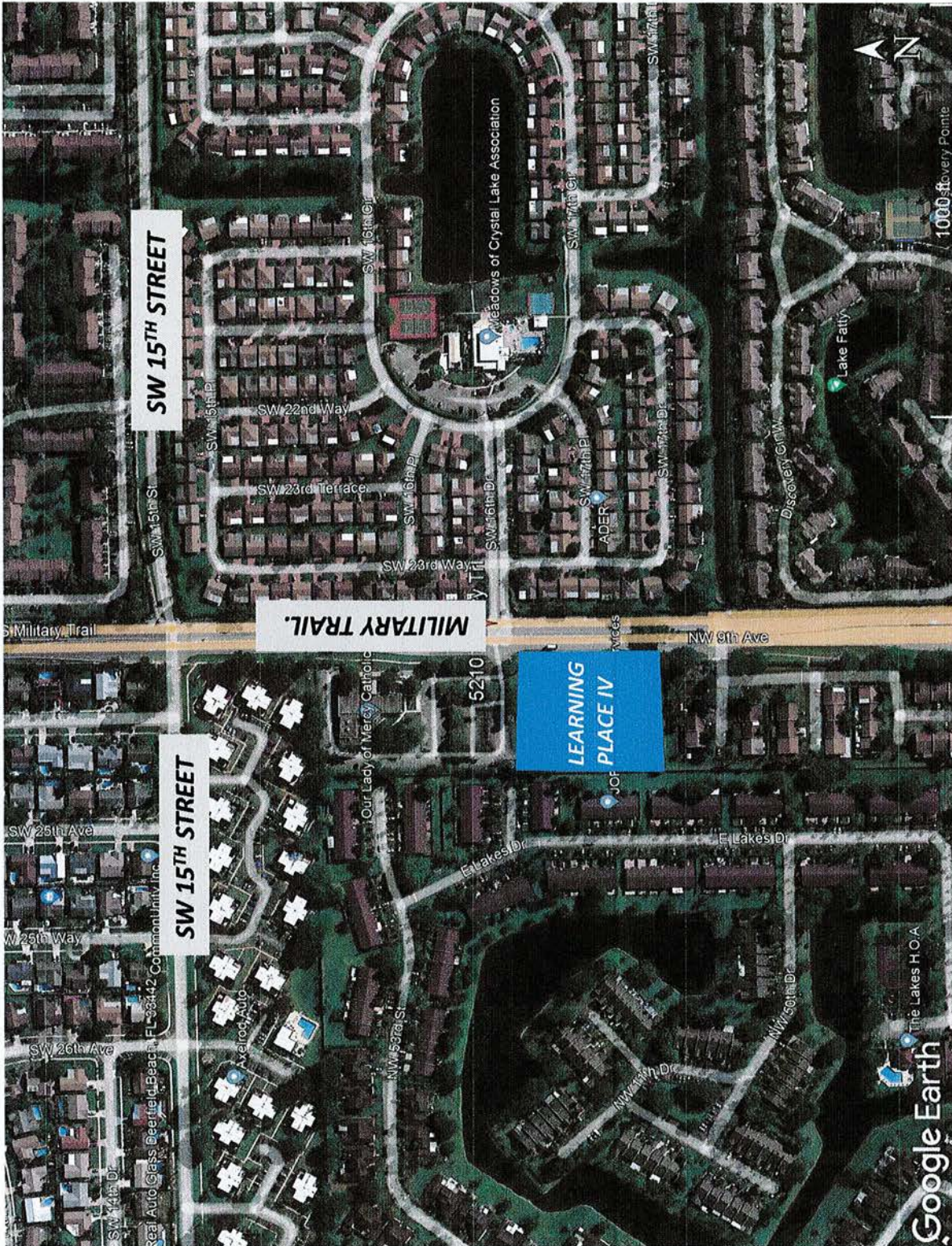
PLANNING - ZONING - PERMITTING



NORTH

EXHIBIT 1

City of Deerfield Beach
Aug 14 2023
Received
Planning & Dev. Svcs.



LOCATION

5102 Military Trail.

Charles Putman & Associates, Inc.

Land Planning Services

PLANNING - ZONING - PERMITTING

City of Deerfield Beach
 AUG 14 2023
 Received
 Planning Dev. Svcs.
NORTH
EXHIBIT 2



Adjacent Land Uses

5201 Military Trail.

Charles Putman & Associates, Inc.
Land Planning Services

PLANNING - ZONING - PERMITTING

City of Deerfield Beach
NORTH
EXHIBIT 3
2023



SCALE: 1"=20'-0"

PROJECT: LEARNING PLACE IV
DEERFIELD BEACH, FL

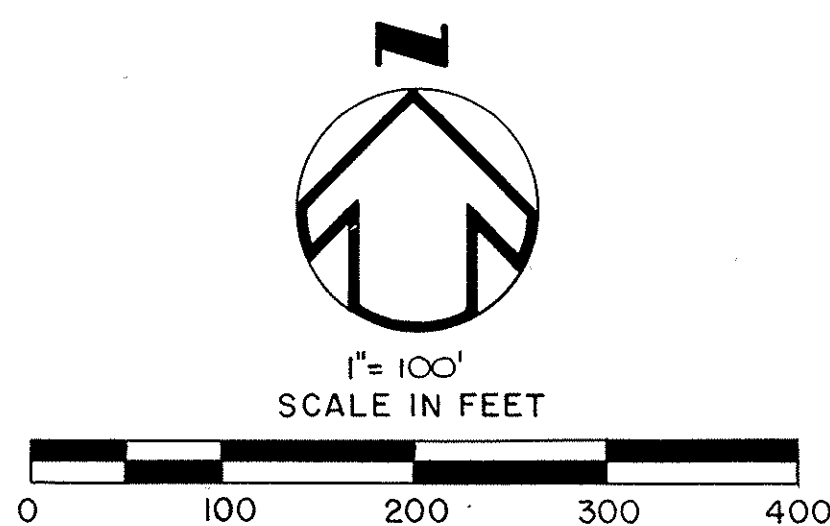
TITLE
RENDERED LANDSCAPE PLAN

PSG NO.	08-03-23
PR. NAME	
DRAWN	
DATE	
REV	

City of Deerfield Beach
AUG 14 2023
Received
Planning & Dev. Svcs.

OR 1442

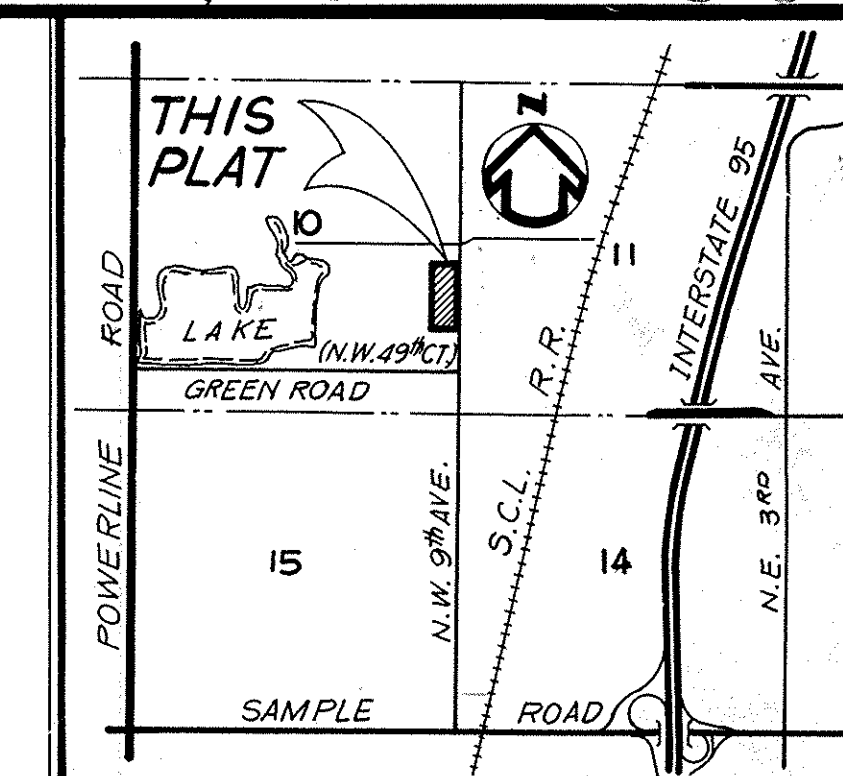
PG. 393



OUR LADY OF MERCY PARISH CENTER

BEING A PORTION OF
THE E 1/2 OF THE N.E. 1/4 OF THE S.E. 1/4 OF
SECTION 10, TOWNSHIP 48 SOUTH, RANGE 42 EAST
BROWARD COUNTY, FLORIDA

THIS PLAT HAS BEEN AMENDED
SEE O.R. BOOK 28174 PG. 176



LOCATION SKETCH

N.T.S.

DESCRIPTION

The North One half (N 1/2) of the following described property:

The East 330 feet of the South Three Quarters (S 3/4) of the Northeast Quarter (N.E. 1/4) of the Southeast Quarter (S.E. 1/4), less the East 53 feet, and the East 330 feet of the North half (N 1/2) of the Southeast Quarter (S.E. 1/4) of the Southeast Quarter (S.E. 1/4), less the South 53 feet, and also less the external part of a 25 foot radius curve lying at the South-east corner of the above described property.

All in Section 10, Township 48 South, Range 42 East, Broward County, Florida

Said lands contains 5.245 Acres more or less.

DEDICATION

Know all men by these presents: that Edward A. McCarthy, as Archbishop of the Archdiocese of Miami, a corporation, sole owner of the lands described and shown hereon as being included within this Plat, has caused said lands to be surveyed and platted in the manner shown hereon to be known as "OUR LADY OF MERCY PARISH CENTER". Easements shown hereon are dedicated to the Public for uses indicated. Right-of-Way shown hereon is dedicated to the Public in fee simple.

In Witness whereof, the owner has caused these presents to be executed this 2nd day of April A.D. 1982.

Archdiocese of Miami

Witness: Vincent J. Macky

Edward A. McCarthy
Archbishop Edward A. McCarthy

Witness: Etzel Marinelli

ACKNOWLEDGEMENT

State of Florida } ss I hereby certify that on this day personally appeared before me, an officer
County of Broward } duly authorized to administer oaths and take acknowledgements,
Edward A. McCarthy, as Archbishop of the Archdiocese of Miami, to me well known and known
to me to be the person described in and who executed the foregoing instrument, and acknow-
ledged before me that he executed said instrument for the purposes expressed therein.

Witness my hand and official seal this 2 day of April A.D. 1982.

My commission expires: June 5, 1985

Etzel Marinelli
Notary Public - State of Florida

BROWARD COUNTY PLANNING COUNCIL

This is to certify that the Broward County Planning Council approved this Plat with regard to dedication of Rights of Way for trafficways by resolution adopted this 2nd day of April A.D. 1982.

By: [Signature] 4-28-82

BROWARD COUNTY ENGINEERING DIVISION

This Plat is approved and accepted for record.

By: Henry P. Cook 1-19-82
Henry P. Cook
Director
Fla. P.E. Reg. No. 12506

BROWARD COUNTY CENTRAL SERVICES DEPARTMENT ARCHIVES AND MINUTES DIVISION

This is to certify that this Plat is approved and accepted for recording by the Board of County Commissioners of Broward County, Florida, this 18 day of May A.D. 1982.

F.T. Johnson
County Administrator

By: Nick E. Grossman
Chairperson: County Commission

By: Mildred V. Cavanaugh
Deputy

BROWARD COUNTY FINANCE DEPARTMENT RECORDING DIVISION

This Plat is filed for record this 30th day of January A.D. 1984, and recorded in Book 118 of Plats at Page 38. Record Verified.

F.T. Johnson
County Administrator

By: Carole C. Doyle
Deputy

BROWARD COUNTY OFFICE OF PLANNING

This Plat is approved and accepted for record this 27th day of May A.D. 1982.

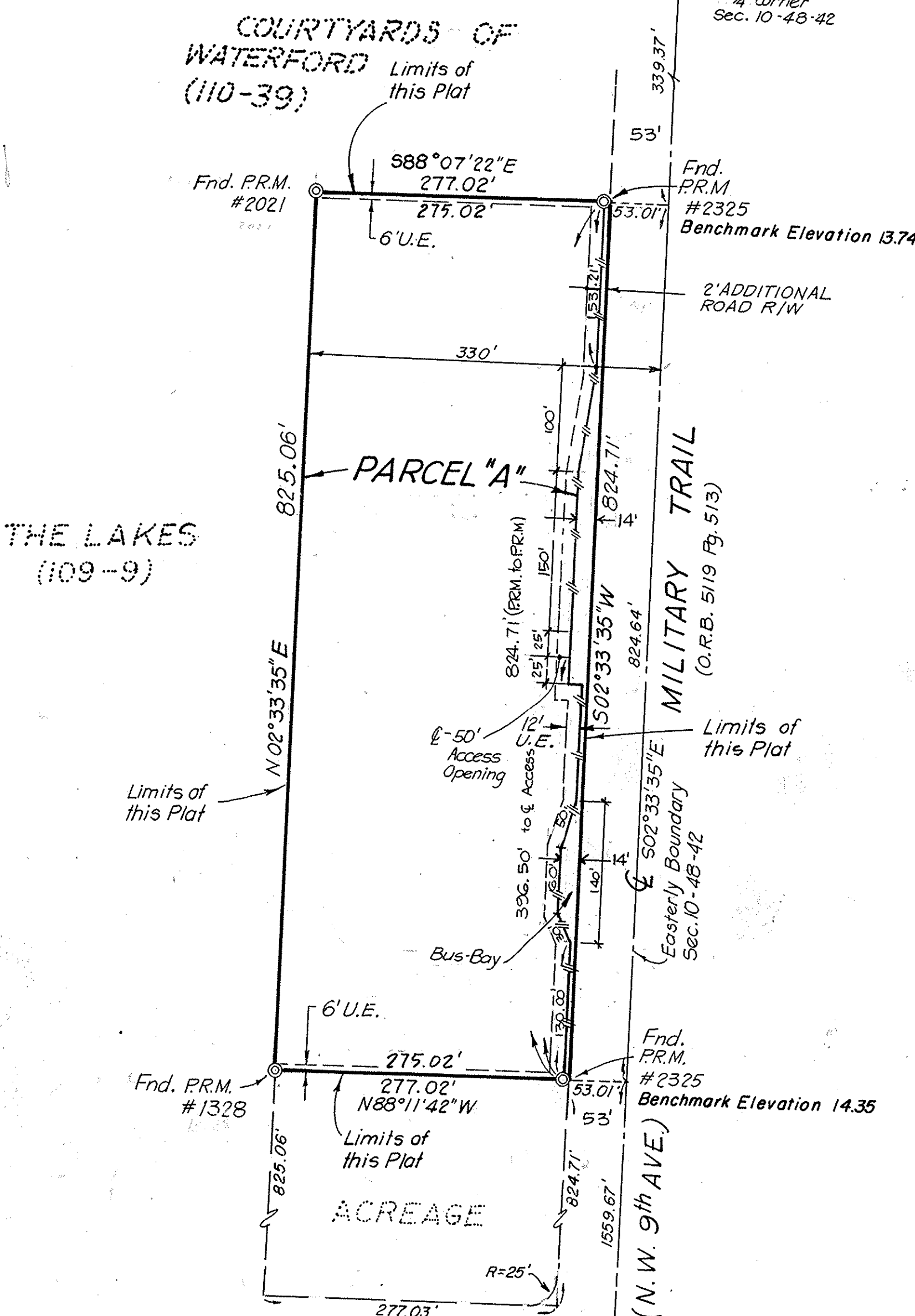
By: [Signature]

SURVEYORS CERTIFICATION

This is to certify that to the best of knowledge and belief the Plat shown hereon is a true and correct representation of the lands surveyed; that Permanent Reference Monuments (P.R.M.'s) have been set as indicated hereon; that the survey was made under our responsible direction and supervision, and that the survey data complies with all requirements of Chapter 177, Florida Statutes and Broward County Ordinance 81-16. Elevations shown hereon are based on N.G.V.D. 1929, and conform to third order accuracy standards.

Date: 11/23/81

By: [Signature]
William V. Keith, P.L.S.
Registered Land Surveyor No. 1856
State of Florida



SURVEYORS NOTES

- 1.) Indicates P.R.M. - Permanent Reference Monument.
- 2.) Survey Data in Field Book 253 Pg. 3
- 3.) Description supplied by Deed recorded in O.R. 9840 Pg. 516.
- 4.) Bearings shown hereon are based on the Plat "The Lakes" (109-9 B.C.R.).
- 5.) P.R.M.'s shown hereon are 4" x 4" x 24" Concrete Monument with brass disc.
- 6.) Elevations shown hereon are based on the National Geodetic Vertical Datum of 1929 and said elevations are based on benchmark #88, Military Trail Project (elev. - 15.47) supplied by Broward County Engineering Department.
- 7.) U.E. Indicates Utility Easement.
- 8.) Indicates Non-Vehicular Access.
- 9.) This Plat is restricted to a Maximum of 11,320 Sq. ft. of Church Bldg. Coverage.

ACREAGE TABULATION

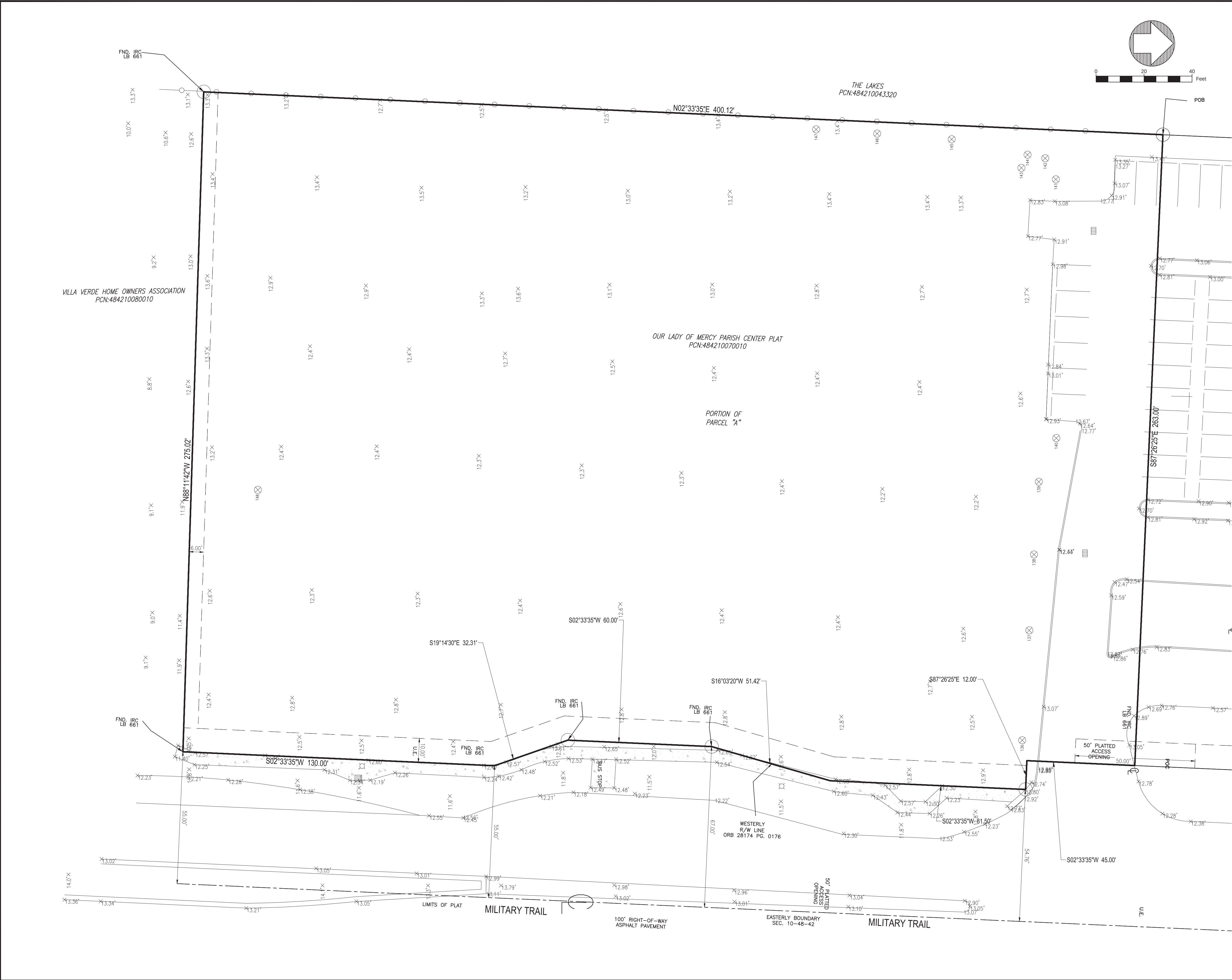
Parcel "A"	224,117 sq. ft.	5.1450 Ac.
Right-of-Way	4,355 sq. ft.	0.0999 Ac.
Total	228,472 sq. ft.	5.2450 Ac.

PREPARED BY
KEITH AND SCHNARS, P.A.
ENGINEERS - PLANNERS - SURVEYORS
1115 NORTHEAST 4TH AVENUE
FORT LAUDERDALE, FLORIDA
(305) 763-3843

NOTARY
DEDICATION

DIRECTOR
ENGINEERING DIV.

SURVEYOR



LEGAL DESCRIPTION

A PORTION OF PARCEL "A", OF OUR LADY OF MERCY PARISH CENTER, AS RECORDED IN PLAT BOOK 118, PAGE 38, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST ONE-QUARTER (1/4) CORNER OF SECTION 10, TOWNSHIP 48, RANGE 42, ALSO BEING THE CENTERLINE OF MILITARY TRAIL (N.W. 9TH AVENUE); THENCE S 02°33'35" W. A DISTANCE OF 339.37 FEET TO A POINT; THENCE LEAVING SAID CENTERLINE, N 88°07'22" W A DISTANCE OF 55.01 FEET TO THE NORTHEAST CORNER OF PARCEL "A" OF THE SAID OUR LADY OF MERCY PARISH CENTER AND THE WESTERLY RIGHT-OF-WAY LINE OF MILITARY TRAIL; THENCE S02°33'35" W A DISTANCE OF 153.21 FEET ALONG THE SAID WESTERLY RIGHT-OF-WAY LINE; THENCE S 09°24'09" W A DISTANCE OF 100.72 FEET TO A POINT; THENCE S02°33'35" W A DISTANCE OF 200.00 FEET TO THE POINT OF BEGINNING; THENCE S 87°26'25" EAST A DISTANCE OF 12.00 FEET TO A POINT; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE S02°33'35" W A DISTANCE OF 20.00 FEET TO A POINT; THENCE N87°26'25" W A DISTANCE OF 12.00 FEET; THENCE N02°33'35" E A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING. CONTAINING 2.47 ACRES OR ACRE, MORE OR LESS.

SAID LANDS SITUATE IN THE CITY OF POMPANO BEACH, BROWARD COUNTY, FLORIDA, AND CONTAIN 2.47 ACRES, MORE OR LESS.

NOTES

- THIS DRAWING IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
- NO SEARCH OF THE PUBLIC RECORDS WAS PERFORMED OR REFERENCED IN THE PREPARATION OF THIS SURVEY.
- ALL EASEMENTS SHOWN HEREON ARE PER THE RECORD PLAT(S) UNLESS OTHERWISE INDICATED.
- THERE HAVE BEEN NO UNDERGROUND IMPROVEMENTS LOCATED IN CONNECTION WITH THIS SURVEY, EXCEPT AS SHOWN.
- BEARINGS SHOWN HEREON ARE BASED ON RECORD PLAT.
- ELEVATIONS SHOWN HEREON ARE RELATIVE TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 AND WERE DETERMINED FROM REDUNDANT GPS OBSERVATIONS TIED TO THE FDOT FPRN.
- PROPERTY ADDRESS: 5201 MILITARY TRAIL, DEERFIELD BEACH, FL. 33064
- FLOOD INFORMATION IS AS FOLLOWS:
 - COMMUNITY NUMBER : 125101
 - PANEL NUMBER : 0167
 - DATE OF FIRM INDEX : 08/18/2014
 - ZONE : X SHADED
 - BASE FLOOD ELEVATION : NA

TREE TABLE

POINT #	SPECIES/ DBH"
136	UNKNOWN A 36
137	BLACK OLIVE 16
138	BLACK OLIVE 16
139	BLACK OLIVE 16
140	SILVER PALM 18
141	SILVER PALM 24
142	SEA GRAPE 24
143	SEA GRAPE 36
144	CHRISTMAS PALM PALM 4
145	UNKNOWN B 14
146	UNKNOWN 14
147	CABBAGE PALM 14
148	CABBAGE PALM 14

ABBREVIATIONS

A/C	ALUMINUM	AIR CONDITIONER
B.C.R.	BROWARD COUNTY RECORDS	
BRKN.	BROKEN	
CB	CATCH BASIN	
C.B.S.	CONCRETE BLOCK & STUCCO	
CLF	CHAIN LINK FENCE	
CONC.	CONCRETE	
Δ	DELTA (CENTRAL ANGLE)	
D.E.	DRAINAGE EASEMENT	
ELEV.	ELEVATION	
F.F.	FINISHED FLOOR	
FND.	FOUND	
GAR.	GARAGE	
INV.	INVERT	
IP.	IRON PIPE	
IR	IRON ROD	
IRC	IRON ROD & CAP	
L	ARC LENGTH	
L.M.E.	LAKE MAINTENANCE EASEMENT	
MON.	MONUMENT	
N/D	NAIL AND DISC	
P.B.	PLAT BOOK	
P.B.C.R.	PALM BEACH COUNTY RECORDS	
PG.	PAGE	
PROP.	PROPOSED	
R	RADIUS	
R/W	RIGHT-OF-WAY	
SO.	SQUARE	
STY.	STORY	
TYP.	TYPICAL	
U.E.	UTILITY EASEMENT	

LEGEND

□	WATER SERVICE
□	ELECTRIC SERVICE
□	TELEPHONE BOX
□	CABLE TV BOX
□	DRAINAGE MANHOLE
□	SANITARY MANHOLE
□	WATER VALVE
□	SIGN
□	FIRE HYDRANT
□	CATCH BASIN
□	LIGHT POLE
□	WOOD UTILITY POLE
□	CONCRETE UTILITY POLE
□	CLEAN OUT
□	CENTERLINE
□	EXISTING ELEVATION

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THE SURVEY SHOWN HEREON COMPLIES WITH STANDARDS OF PRACTICE AS CONTAINED IN CHAPTER 53-17.051, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND THAT SAID SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION.

TODD M. PHILLIPS
SURVEYOR AND MAPPER
FLORIDA LICENSE NO. LS7077

DATE OF LAST FIELD WORK: JUNE 12, 2023

TODD PHILLIPS
Digitally signed by
TODD PHILLIPS
PSM# 7077
Date: 2023.10.18
10:01:44 -04'00'

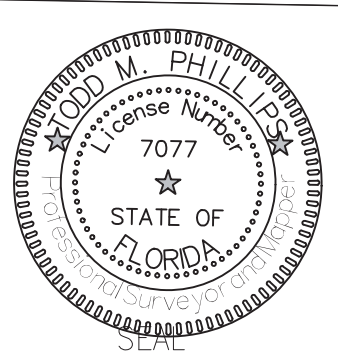
PHILLIPS
SURVEYING & MAPPING
Certificate of Authorization LB8240

233 GOOLSBY BLVD,
DEERFIELD BEACH, FLORIDA, 33442

Tel: (561) 929-9607
www.psmsurvey.com

**BOUNDARY
TOPOGRAPHIC / SURVEY**
5201 MILITARY TRAIL,
DEERFIELD BEACH, FLORIDA

NO.	DATE	BY	CK'D	REVISION
1	03/01/2023	TMP	TMP	BOUNDARY SURVEY
2	06/12/2023	TMP	TMP	ADD TREES



JOB NO. 00000
SCALE 0" = 00'
DRAWN XXX
CHECKED XXX
SHEET 1 OF 1



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2024-335

Agenda Date: 7/9/2024

Status: QUASI-JUDICIAL PUBLIC
HEARINGS

In Control: City Commission

Title

P.H. 2024-084: APPLICATION 23-CF-43

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The northern portion of the subject site is currently developed with one church. The applicant proposes to develop the southern portion of the property with a 13,000 square foot pre-school building comprised of 13 classrooms, one lobby, breakroom, administrative office space, outdoor play yards, bicycle racks and drop off area with associated parking and landscaping improvements.

The applicant has also submitted a Plat Note Amendment application, 23-CF-43. The plat for the subject site currently allows 11,320 square feet of church building coverage. The applicant is requesting to modify the plat restriction to allow for both the 11,320 square feet of church building coverage and 13,000 square feet of childcare use. City Commission approval of the site plan will be contingent upon approval of the Plat Note Amendment application, 23-CF-43.

The applicant has also submitted a Conditional Use Permit application, 2610. Due to the Land Development Code amendment that will be going to City Commission on June 18, 2024, child and adult daycare will be allowed as a conditional use in the Community Facility Zoning District. City Commission approval of the site plan will be contingent upon approval of 2610.

A traffic generation analysis was provided with an estimated 485 daily trips which would represent an increase of 23 daily vehicle trips compared to the existing development on the site. Even with this increase in volume, a traffic impact study was not required.

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

On May 8, 2024, the item was heard and approved by the Community Appearance Board.

On June 6, 2024, the item was heard and unanimously recommended for approval by the Planning and Zoning Board.

RESOLUTION NO. 2024/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING A MAJOR SITE PLAN FROM SCOTT & KATERINA FREELAND TO CONSTRUCT A 13,000 SQUARE FOOT PRE-SCHOOL FACILITY AND ASSOCIATED SITE IMPROVEMENTS ON THE SOUTHERN PORTION OF THE PROPERTY LOCATED AT 5201 N. MILITARY TRAIL (APPLICATION NO. 23-CF-43); APPROVING A CONDITIONAL USE FOR THE PROPOSED CHILD CARE CENTER WITHIN THE CF ZONING DISTRICT (CASE NO. 2610); PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, Application No. 23-CF-43 (the “Site Plan Application”) has been submitted to the City by Scott and Katerina Freeland (collectively, the “Applicant”) seeking site plan approval to construct a 13,000 square foot pre-school facility and associated site improvements on the southern portion of the property located at 5201 N. Military Trail, Deerfield Beach, Florida (the “Child Care Center”); and

WHEREAS, the Child Care Center site is approximately 2.84 gross acres of land on the southern portion of the property generally described as OUR LADY OF MERCY PARISH CENTER 118-38 B PARCEL A LESS PT DESC'D, COMM AT NE COR OF PAR A, S153.21, SWLY 100.72, SLY 200 TO POB, ELY 12, SLY 20, WLY 12, NLY20 TO POB, as more particularly described in the file, and located at 5201 N. Military Trail, Deerfield Beach, Florida, in the CF Community Facility Zoning District (collectively, the “Property”); and

WHEREAS, the proposed Child Care Center development includes constructing a 13,000 square foot pre-school building comprised of 13 classrooms, one lobby, breakroom, administrative office space, outdoor play yards, bicycle racks and drop off area with associated parking and landscaping improvements; and

WHEREAS, the Applicant has also submitted an application seeking a conditional use approval for the proposed Child Care Center, which is included as a companion to the Site Plan Application (Case No. 2610) (the “Conditional Use Application”); and

WHEREAS, pursuant to Section 98-60(c)(2) of the Deerfield Beach Land Development Code (the “Code”), a Child Care Center is allowable as a Conditional Use within the CF Zoning District, subject to compliance with the conditional use requirements set forth in Section 98-85 of the Code; and

WHEREAS, the Site Plan Application was previously reviewed by City staff, and on May 8, 2024, the Community Appearance Board unanimously approved the Site Plan Application; and

WHEREAS, the Planning and Zoning Board voted unanimously to recommend approval of the Site Plan Application on June 6, 2024; and

WHEREAS, the City Commission has determined that the Applicant has demonstrated compliance with the requirements of Section 98-85 of the Deerfield Beach Land Development Code for the granting of a conditional use; 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 and Conditional Use 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 Conditional Use Application seeking approval for the Child Care Center in the CF Zoning District is hereby approved, subject to all requirements set forth in the Development Review Comments, as amended, and dated May 17, 2024, all of which conditions are incorporated herein by this reference as conditions of approval and shall be satisfied by the Applicant.

Section 3. 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 May 17, 2024, all of which conditions are incorporated herein by this reference as conditions of approval and shall be satisfied by the Applicant.

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 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 6. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2024.

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

RESOLUTION NO. 2024/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, DENYING A MAJOR SITE PLAN FROM SCOTT & KATERINA FREELAND TO CONSTRUCT A 13,000 SQUARE FOOT PRE-SCHOOL FACILITY AND ASSOCIATED SITE IMPROVEMENTS ON THE SOUTHERN PORTION OF THE PROPERTY LOCATED AT 5201 N. MILITARY TRAIL (APPLICATION NO. 23-CF-43); DENYING A CONDITIONAL USE FOR THE PROPOSED CHILD CARE CENTER WITHIN THE CF ZONING DISTRICT (CASE NO. 2610); PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, Application No. 23-CF-43 (the “Site Plan Application”) has been submitted to the City by Scott and Katerina Freeland (collectively, the “Applicant”) seeking site plan approval to construct a 13,000 square foot pre-school facility and associated site improvements on the southern portion of the property located at 5201 N. Military Trail, Deerfield Beach, Florida (the “Child Care Center”); and

WHEREAS, the Child Care Center site is approximately 2.84 gross acres of land on the southern portion of the property generally described as OUR LADY OF MERCY PARISH CENTER 118-38 B PARCEL A LESS PT DESC'D, COMM AT NE COR OF PAR A, S153.21, SWLY 100.72, SLY 200 TO POB, ELY 12, SLY 20, WLY 12, NLY20 TO POB, as more particularly described in the file, and located at 5201 N. Military Trail, Deerfield Beach, Florida, in the CF Community Facility Zoning District (collectively, the “Property”); and

WHEREAS, the Applicant has also submitted an application seeking a conditional use approval for the proposed Child Care Center, which is included as a companion to the Site Plan Application (Case No. 2610) (the “Conditional Use Application”); 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 and Conditional Use 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 and Conditional Use Application are 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 _____, 2024.

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

**CITY OF DEERFIELD BEACH, FLORIDA
CITY COMMISSION
NOTICE OF QUASI-JUDICIAL PUBLIC HEARING**

YOU ARE HEREBY NOTIFIED of a Quasi-Judicial Public Hearing before the City Commission on **Tuesday, July 9, 2024** 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) to consider the following:

P.H. 2024-084: APPLICATION 23-CF-43

Applicant: **Learning Place represented by Charles Putnam**

Proposal: Seeking Major Site Plan approval to construct a new one story 13,000 square feet pre-school with an outdoor play yard and associated site improvements, on a 2.47-acre site.

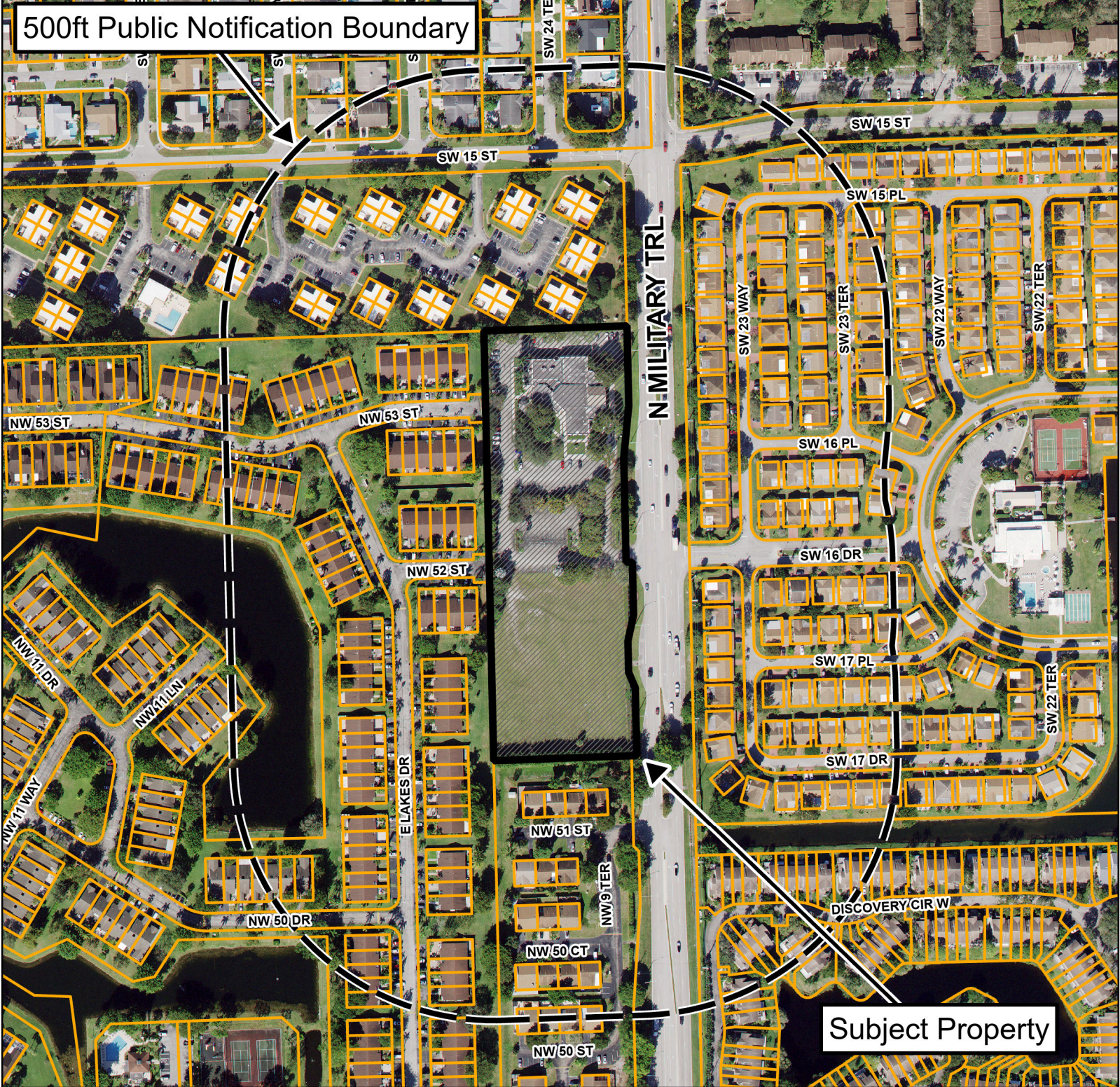
Location: The property is generally described as OUR LADY OF MERCY PARISH CENTER 118-38 B PARCEL A LESS PT DESC'D, COMM AT NE COR OF PAR A, S 153.21, SWLY 100.72, SLY 200 TO POB, ELY 12, SLY 20, WLY 12, NLY 20 TO POB and located at 520 North Military Trail.

You may either be present in person at the Quasi-Judicial Public Hearing or attend online or by telephone utilizing Zoom, represented by counsel or letter. All interested persons take due notice of the time and place of these Public Hearings 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 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.) Anyone desiring a verbatim transcript shall have the responsibility, at his own expense, to arrange for the transcript.

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.

**CITY OF DEERFIELD BEACH, FLORIDA
BY: HEATHER MONTEMAYOR, CMC, CITY
CLERK**



Public Hearing Notice Map

Application number 23-CF-43

5201 N Military Trail



0 200 Feet

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





PUBLIC NOTICE

APPLICATION 23-CF-43

May 20, 2024

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:

Scott & Katerina Freeland Represented by Charles Putman.

Seeking Major Site Plan approval to construct a 13,000 square foot pre-school facility with associated site improvements, on a 2.47 acre site at the property described as OUR LADY OF MERCY PARISH CENTER 118-38 B PARCEL A LESS PT DESC'D, COMM AT NE COR OF PAR A, S 153.21, SWLY 100.72, SLY 200 TO POB, ELY 12, SLY 20, WLY 12, NLY 20 TO POB, more particularly described in the file, and located at **5201 N Military Trail**.

A public hearing will be held on **THURSDAY, June 6, 2024, 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.	23-CF-43
Project Name:	Learning Place IV
Applicant:	Scott & Katerina Freeland
Agent:	Charles Putman
Requested Action/Description:	Major site plan application seeking approval to construct a 13,000 square foot pre-school facility with associated site improvements.
Location:	5201 N Military Trail.
Legal Description:	Generally described as OUR LADY OF MERCY PARISH CENTER 118-38 B PARCEL A LESS PT DESC'D, COMM AT NE COR OF PAR A, S 153.21, SWLY 100.72, SLY 200 TO POB, ELY 12, SLY 20, WLY 12, NLY 20 TO POB
Size:	2.84 acres (gross) / 2.47 acres (net)
Existing Zoning:	CF Community Facility
Existing Land Use:	Residential Low (5 du/ac)
Future Land Use Plan Designation:	Residential Low (5 du/ac)
Surrounding Land Use and Zoning:	
<u>Existing Land Use</u>	<u>Zoning</u>
North: Residential Low	RM-10 Residential, Multifamily
East: Residential Low	RM-25 Residential, Multifamily
South: Residential Low	PUD Planned Unit Development
West: Residential Low	RM-5c Residential, Multifamily
Applicable Regulations:	Deerfield Beach Land Development Code
Plat Restrictions:	The plat is currently restricted to maximum of 11,320 square feet of church building coverage, and the

Department Comments & Requirements

applicant has submitted a plat note amendment to allow 11,320 square feet of church building coverage and 13,000 square feet of childcare use.

REQUEST:

The Applicant, Charles Putman, is seeking a major site plan approval to construct a 13,000 square foot pre-school building with associated site improvements on a 2.47-acre site described as OUR LADY OF MERCY PARISH CENTER 118-38 B PARCEL A LESS PT DESC'D, COMM AT NE COR OF PAR A, S 153.21, SWLY 100.72, SLY 200 TO POB, ELY 12, SLY 20, WLY 12, NLY 20 TO POB and located at **5201 N Military Trail**.

BACKGROUND:

The subject site is 5.10 acres. The northern portion of the site is currently developed with one (1) Church, Our Lady of Mercy. On the southern portion of the site, 2.47 acres, the applicant proposes to construct a 13,000 square foot private pre-school building not affiliated with the Church comprised of 13 classrooms, one (1) lobby, breakroom, administrative office space, outdoor play yards, bicycle racks and drop off area with associated parking and landscaping improvements. The proposed childcare facility will serve up to 230 children from ages 1 to 4 from 7AM to 5:30PM Monday through Friday.

The applicant has also submitted a Plat Note Amendment application, 23-P-237. The plat for the subject site currently allows 11,320 square feet of church building coverage. The applicant is requesting to modify the plat restriction to allow for both the 11,320 square feet of church building coverage and 13,000 square feet of childcare use.

A separate city-initiated amendment to Section 98-60(c) to permit the childcare use as a conditional use and requires a separate Conditional Use application which has been submitted to the Planning and Development Services Department with no additional comments from staff.

A traffic impact study was not required for this project as Code Section 98-17(2) only requires new developments that generate more than 500 trips to submit a traffic impact analysis. Staff review has determined that there are no parking concerns and the uses can share parking as the Church holds services on the weekends, when the preschool is not operational.

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

On May 8, 2024, 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, Traffic). 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 Low (5 dwelling units/acre). Given that childcare facilities are not currently considered a permitted use in the CF, Community Facilities zoning district, a Code amendment is required to permit childcare facilities as a conditional use and will be heard at the June 18, 2024 City Commission Meeting.
Also, as a restriction exists on the property plat that only currently allows 11,320 square feet of church building coverage, the applicant applied for an uncontested Plat Note amendment with Broward County.
2. Land Development Requirements: Pursuant to the City of Deerfield Beach official zoning map, the property is currently located within the CF, Community Facility zoning district. The proposed development complies with all the zoning requirements for the CF, Community Facility zoning district, and the proposed use will be a conditional use contingent on the Commission's approval of the Plat Note amendment and Conditional Use Permit applications.
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;

The proposed use will be conditionally permitted within the CF Community Facility zoning district and the proposed structure is designed to meet all required setbacks and bulk requirements in the underlying Community Facility zoning district.

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

The proposed pre-school facility will be located at the southernmost portion of the property and exceeds all setback requirements. The proposed two-story childcare facility is a maximum of 22feet-4inches high as measured to the top of the roof deck, and a maximum proposed lot coverage of 12% with a Floor Area Ratio of 0.23. All bulk requirements for the Community Facility zoning district are met.

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

The paved parking and access drive are north of the proposed building. The parking provided for the site exceeds what is required by code, by one (1) parking space. The proposed access is a two-way drive aisle with ingress and egress along the eastern portion of the property along Military Trail. The trash area is located at the western portion of the site, is setback over 20 feet from the property line behind the landscape buffer, provides sufficient maneuvering for garbage trucks, and is screened by an enclosure compatible with the building. The proper turning radii for the fire truck was provided on the site.

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

The amount of traffic generation, noise levels and lighting are anticipated to be comparable to other multi-family developments in the vicinity.

The proposed development plan did not require review by the City's traffic engineering consultant because the applicant submitted traffic statement indicating that the site would generate a total of 486 trips per day. This meets the concurrency requirement for Deerfield Beach and was determined to be sufficient. The site is in a location where noise will be minimal. The proposed outdoor lighting meets code requirements for lighting.

(e) Alteration of light and air;

The one-story building measures approximately 22 feet-4inches in height to the top of the roof. The properties to the North, West, and South are Multi-Family uses while the property to the East is Single-Family. The proposal will not impact adjacent residents or businesses. The lighting of the parking lot also meets all land development code requirements.

(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 exceeds setback and landscape requirements and meets all buffer requirements along Military Trail with a 10-foot wide landscape buffer. The applicant proposes a 7-foot-tall ficus hedge along the southern portion of the property, as well as a 25-foot wide landscape buffer along Military Trail. The landscape and architecture of the building were designed to be compatible with the surrounding buildings and uses.

(g) Conditions, uses or activities which pose a significant risk to the safety or security to those under 18 years of age using schools, churches, parks, playgrounds or other facilities which cater to those under 18 years of age;

The proposed use is located within a primarily residential neighborhood. The site includes facilities that cater to families with children under 18 years of age. As the project is considered a benefit to the community, the applicant is not proposing any use or activity that would pose a significant risk to the safety or security to those less than 18 years of age in the 500-foot vicinity.

(h) 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 site plan is not proposing any outdoor activity which would pose a significant risk to the safety or security to children that gather in certain public places. The outside activities proposed with the development include play yards along the sides and rear of the buildings behind a 6-foot-tall chain-link fence and 7foot landscape hedge and perimeter buffer.

(i) 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.

While single and multi-family residences are located within 500 feet of the subject property, the proposed childcare facility will serve as a benefit to the community and will not interfere with the traffic of the existing church. The residences will not be overly impacted by the proposed development.

SUMMARY & REQUIREMENTS

Staff's review of application 23-CF-43 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 conditional use and Plat Note Amendment is permitted per the Land Development Code.

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

Development Plan Application Comments



DEVELOPMENT REVIEW COMMITTEE

Project Name:	Learning Place IV	Application No.:	23-CF-43
Reviewer Name:	Rafaela Thermidor	Project Address:	5201 Military Trail
Department/Division:	Planning & Zoning		
Position:	Planner		
Date of Review:	4/26/2024		
Submittal No.:	2		

A. APPLICATION / GENERAL COMMENTS:

1.	The Project coordinator, Rafaela Thermidor, shall be the primary point of contact between the applicant and the City during the DRC process. The applicant shall not contact a City consultant without first contacting the project coordinator. Furthermore, the applicant must notify or copy via email any conversation or contact the applicant has with a separate division or department of the City.
1.a	Acknowledged.
2.	Prior to resubmittal, contact Rafaela Thermidor at rthermidor@deerfield-beach.com and Ruthie Jusino at Rjusino@deerfield-beach.com to schedule a Development Review Committee (DRC) meeting.
2.a	Acknowledged.
3.	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.
3.a	Acknowledged.
4.	All resubmittals shall be provided with a written narrative responding to all comments.
4.a	Acknowledged.
5.	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.
5.a	Acknowledged.
6.	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

Development Plan Application Comments

	Planning and Development Services staff with the meeting details for record on the file.
6.a	Acknowledged.
7.	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 that the 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" x17" with Community Appearance Board application, which include colored building elevations and complete site plan sets.
7.a	Acknowledged.
8.	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.
8.a	Acknowledged.
9.	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 the following link - Public Notice Checklist .
9.a	Acknowledged.
10.	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.
10.a	Acknowledged.
11.	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
11.a	Acknowledged.
12.	Per the requirements of Chapter 98-17.1 the applicant is required to pay impact fees for Public Safety and Parks. Payment of these fees are due at the time of Building permit submittal. Please note that if the project changes in size or intensity, the below calculations may also change. An impact fee calculation sheet will be given to the applicant when the project is complete.
12.a	Acknowledged.
13.	Prior to the issuance of a building permit, the applicant must receive a Certificate of Concurrency Letter from the Planning and Development Services Department This letter will serve as the Development Permit as required under Section 98-18 of the Land Development Code of the City of Deerfield Beach for approval of the site plan.
13.a	Acknowledged.

Development Plan Application Comments

B.	PROJECT NARRATIVE:	
1.	Include a model of the proposed/intended stacking mentioned in the project narrative.	
1.a	Comment addressed 2/26/24.	
C.	COVERPAGE:	
1.	Per Section 98-13 (b)(8)(a), provide a location map showing adjacent land use and zoning and all curbs and, median cuts within 300 feet. The map may be inset and scaled accordingly.	
1.a	Comment addressed 2/26/24.	
2.	Per section 98-13(b)(8)(a), provide the contact information for the applicant, and property owner.	
2.a	Comment addressed 2/26/24.	
D.	SURVEY:	
1.	The submitted survey is not in the same orientation or scale as the site plan sheets. Provide a survey with a scale consistent with the site plan sheets.	
1.a	Comment partially addressed. The survey has not been added to the digital submittal. Provide staff with a copy of the survey.	
1.b	Comment addressed 4/26/24.	
E.	SITE PLAN:	
1.	Provide the dimensions for the interior driveway immediately North West of the existing entry driveway, on the Church side of the site.	
1.a	Comment addressed 2/26/24.	
2.	Per Section 98-13(8)(c)(8) Provide fire lane striping in the appropriate location.	
2.a	Comment addressed 2/26/24.	
3.	Provide adequate accessibility of proposed roadways for emergency vehicles and fire engines as well as garbage service and any necessary delivery service. Provide a circulation model for emergency vehicles, fire trucks as well as garbage trucks.	
3.a	Comment addressed 2/26/24.	
4.	Are there freestanding signs being proposed? Per Section 98-13(8)(c)(14) Provide the location of freestanding signs with setback measurements.	
4.a	Comment addressed 2/26/24.	
5.	Per Section 98-13(8)(c)(13), provide the location of all existing and proposed fire hydrants.	
5.a	Comment partially addressed. The applicant is required to provide the location of all existing and proposed fire hydrants no further than 350 feet from each other.	
5.b	Comment addressed 4/26/2024.	
6.	Provide the location of all existing and proposed above ground and below ground storage tanks.	
6.a	Comment addressed 2/26/24.	
7.	Per Section 98-13(8)(c)(11) Provide pedestrian circulation throughout the entirety	

Development Plan Application Comments

	of the site including the parking lot. (i.e. pedestrian crosswalks).
7.a	Comment addressed 2/26/24.
8.	Applicant to consider consolidating ADA parking spaces to increase/meet the stacking requirement at the drop-off area.
8.a	Comment addressed 2/26/24.
9.	Applicant to consider reducing the width of the entry driveway to increase security when backing out of the parking spaces towards the North portion of the site.
9.a	Comment addressed 2/26/24.
10.	Dimension the parking spaces at the north portion of the site which appear smaller than standard spaces.
10.a	Comment partially addressed. Provide the length for the compact parking spaces closest to Military Trail.
10.b	Comment addressed 4/26/24.
11.	There is an existing bus stop along Military Trail. You are required to contact Broward County's Environmental Protection and Growth Management Department, Development and Environmental Regulation Division (954-357-6666) concerning their transit-oriented concurrency process. Provide documentation that this has been completed and that any payments have been made as appropriate.
11.a	Comment partially addressed. Provide staff with a copy of the communication from the Broward County Transportation Office.
11.b	Comment addressed 4/26/24.
12.	The site plan sheets show several black dots, please provide an explanation for what they are in the legends table.
12.a	Comment addressed 2/26/24.
13.	Per Section 98-13(8)(e), provide the location of existing and proposed fire hydrants and Fire Department check valves.
13.a	Comment partially addressed. The applicant is required to provide the location of all existing and proposed fire hydrants no further than 350 feet from each other.
13.b	Comment addressed 4/26/24.

F. ELEVATIONS:

1.	Per Section 98-13(8)(c)(10) Provide the proposed general location and sizing information of wall signs by providing a dashed line showing the location of the proposed wall sign.
1.a	Comment addressed 2/26/24.
2.	Per Section 98-3, Definitions, <i>Building height</i> means the vertical distance from the finish grade at the center of the front of the building to the highest point of the roof surface for a flat roof, to the deck line for mansard roofs, and to the mean heights level between eaves and ridges for gable, hip and gambrel roofs. Provide the final height of the proposed buildings including the proposed chimneys.
2.a	Comment addressed 2/26/24.

G. FLOORPLANS

1.	Per Section 98-13(8)(e), provide a complete dimension of each room on all floors, including rooftop activation (if proposed), with labels for any permanent features.
1.a	Comment addressed 2/26/24.

Development Plan Application Comments

H.

LANDSCAPE	
1.	Per Section 98-13(8)(e), provide the location of existing and proposed fire hydrants and Fire Department check valves.
1.a	Comment partially addressed. The applicant is required to provide the location of all existing and proposed fire hydrants no further than 350 feet from each other. The applicant is required to provide a written response to all comments.
1.b	Comment addressed 4/26/24.
2.	Provide the locations and dimensions of all easements and above ground utility lines, FPL boxes and other related structures. The applicant is required to provide a written response to all comments.
2.a	Comment partially addressed. The required features are shown on the topographic survey submitted. Provide a digital version of the survey. The applicant is required to provide a written response to all comments.
2.b	Comment addressed 4/26/24.
3.	Per Section 78-6(8)(1) The site shall be landscaped in a manner that incorporates new and existing landscape features in a complementary manner. It is imperative that the entire site be consistently landscaped.
3.a	Comment not addressed. The applicant is required to provide a written response to all comments. Provide a response showing consistency in landscaping for both the proposed structure and the existing church portion of the property.
3.b	Comment addressed 4/26/24.
4.	The minimum size for landscape islands is 10 feet. Increase the size of the terminal and interior islands to 10 feet in width of landscape area (11 feet from face of curb to face of curb), per Section 98-80 (e)(8) and (9).
4.a	Comment addressed 2/26/24. The applicant is required to provide a written response to all comments.
4.b	Comment addressed 4/26/24.
5.	Tree removal sheet does not acknowledge the hedge along Military Trail Right-of-Way. Provide more information as to what will happen to the existing hedge.
5.a	Comment addressed. 2/26/24. The applicant is required to provide a written response to all comments.
5.b	Comment addressed 4/26/24.
6.	Landscape sheet LP-1 shows a box along the eastern property line (along Military Trail) that says sod with no description. Please provide more context and information on the purpose of this area.
6.a	Comment addressed 2/26/24. The applicant is required to provide a written response to all comments.
6.b	Comment addressed 4/26/24.

I.

IRRIGATION	
1.	Per Section 98-13(8)(e), provide the location of all existing off-site lighting, including rights-of-way lighting.
1.a	Comment not addressed 2/26/24.
1.b	Comment addressed 4/26/24.

Development Plan Application Comments

J.

PHOTOMETRIC	
1.	Foot candle missing at north property line. Per Section 98-13(8)(h)(3) Provide a minimum foot candle taken at the property line.
1.a	Comment addressed 2/26/24.



DEVELOPMENT REVIEW COMMITTEE

Project Name:	LEARNING PLACE IV	Application No.:	23-CF-43
Reviewer Name:	CAPT MIKE HEFFERON		
Department / Division:	BSO FIRE PREVENTION		
Position:	CAPTAIN		
Date of Review:	04/16/2024		
Submittal No.:	3		

A. APPLICATION / GENERAL COMMENTS:

		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.
1.		
1A	<u>NOT ADDRESSED DOCUMENT ON CIVIL PLAN)</u>	
2.		
3.		

Development Plan Application Comments

D.	SITE PLAN:	
	1.	DEMONSTRATE TURNING RADIUS OF 38 FT INSIDE RADIUS AND 50 FT OUTSIDE RADIUS WITH A CLEAR SWEEP OF 12 FT OF DRIVE AISLE FOR ALL FIRE DEPT ACCESS ROADS
		ADDRESSED
	2.	A SINGLE EXTERIOR DOOR PROVIDING ACCESS TO THE INTERIOR OF ANY BUILDING MUST BE LOCATED WITHIN 50 FT OF A FIRE DEPT ACCESS ROAD
		ADDRESSED
	3.	PROVIDE KNOX BOX AT ENTRY
		NOT ADDRESSED
	4.	HYDRANT SPACING SHALL NOT EXCEED 350 FT LINEAR SEPERATION FOR COMMERCIAL PROPERTIES AND NO FURTHER THAN 175 FT FROM BUILDING (SHOW LOCATION OF ALL FIRE HYDRANTS)
	4A	SHOW 2 ND HYDRANT FROM THE NEWLY ADDED HYDRANT (NO FURTHER THAN 350 FT FROM THE FIRE APPARATUS DRIVES AND NOT RADIUS PROVIDED)
	5.	ANY PORTION (FURTHEST POINT) OF ANY 1 ST FLOOR EXTERIOR WALL MUST BE NOT MORE THAN 150 FT FROM FIRE DEPT ACCESS ROADS FOR UNSPRINKLERED BUILDINGS AND NOT MORE THAN 450FT FROM ANY FIRE DEPT ACCESS ROADS FOR A SPRINKLERED BUILDING
		ADDRESSED
	6.	FDC AND BACKFLOW LOCATION SHOW COMPACT CAR SPACES (BLOCKING FDC AND BACKFLOW AND SHOW POINT OF SERVICE)
	7.	"NO PARKING" SIGNS, PAINTED CURBS AND OR FIRE LANE STRIPPING REQUIRED FOR FIRE LANES, AND IN FRONT OF FIRE DEPT CONNECTIONS
		NOT ADDRESSED

Development Plan Application Comments



DEVELOPMENT REVIEW COMMITTEE

Project Name:	Learning Place IV	Application No.:	23-CF-43
Reviewer Name:	Harold Hoyte	Project Address:	5201 N Military Trail
Department / Division:	Landscape		
Position:	Urban Forester		
Date of Review:	4/25/24		
Submittal No.:	3		

A.

LANDSCAPING PLAN:	
1.	Per Section 98-81(2)(b) 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 that 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. Note, that mitigation can be satisfied on-site with proposed trees and palms that are over and above the required trees for the site.
1.a	Comment not addressed.
2.b	Comment addressed 4/25/24.
2	Per Section 98-80 (e)(12), show light pole offset. Move proposed trees/ palms accordingly. Note light poles also exist in the swale.
2.a	Comment addressed 2/28/24.
3.	Per Section 98-80 (i), add sight triangles inside the property and at the intersection of the Military Trail. Remove hedges accordingly to comply with this and Section 98-80 (i)(7).
3.a	Comment not addressed. Add correct sight lines, FDOT sightlines, Section 98-80 (i)(3)(c), are required for military Trail. Interior triangles are to be 10'x25'.
3.b	Comment addressed 4/25/24.
4.	Per Section 98-80 (k)(9), 50% of the required trees and palms are to be native.
4.a	Comment addressed 2/28/24.
5.	Per Section 98-80 (k)(9), 50% of the required shrubs and groundcovers are to be native.
5.a	Comment addressed 2/28/24.
6.	Per Section 98-80 (k), add spread to all plant specifications. Note, that no plant shall have a gap of more than 6" at planting unless it is Clusia, Firebush, or Cocoplum.
6.a	Comment addressed 2/28/24.
7.	Per Section 98-80 (k), revise the sizes of trees to meet the percentage mix and sizes.

Development Plan Application Comments

7.a	Comment addressed 2/28/24.
8.	Add native and drought tolerance columns to the plant list on sheet LP-1.
8.a	Comment addressed 2/28/24.
9.	Add columns on the tree disposition chart on sheet TR-1 for condition percentages and graywood of palms. Include all existing trees in the chart, including those in the swale.
9.a	Show all trees under a 60% condition rating as a removal. Mitigation is calculated at 1.5 times the existing canopy.
9.b	Comment addressed 4/25/24.
10.	Add numbers to all existing trees and palms on the tree disposition plan TR-1 and those in the swale.
10.a	Comment addressed 2/28/24.
11.	Identify all existing trees on the site, by botanical and common name. Add trees in the swale.
11.a	Comment addressed 2/28/24.
12.	Show the real spread of the canopy of trees/ palms on the adjacent properties within 10 feet of the property line, and adjust the planting plan accordingly.
12.a	Comment addressed 2/28/24.
13.	Revise planting notes and details to the plan set. Note, that trees/ palms are to be planted so that 10% of the root ball is above grade.
13.a	Comment not addressed.
13.b	Comment addressed 4/25/24.
14.	Increase the size of the terminal and interior islands to 10 feet width of landscape area, per Section 98-80 (e)(8) and (9).
14.a	Comment addressed 2/28/24.
15.	Step down the hedge facing the Military Trail roadway with a lower shrub.
15.a	Comment addressed 2/28/24.
16.	20% of the required trees are to be flowering. Revise plans to meet or exceed code.
16.a	Comment addressed 2/28/24.
17.	Screen the entire dumpster enclosure on 3 sides with a 36-inch-tall hedge.
17.a	Comment addressed 2/28/24.
18.	Large trees within 6 feet of backflows or lift stations shall have root barriers. Add a root barrier detail to the plans.
18.a	Comment addressed 2/28/24.
19.	Add the type of surface in the play areas and revise the pervious/ impervious calculation accordingly.
19.a	Comment addressed 2/28/24.
20.	Add overhead powerline to the plans.
20.a	Comment addressed 2/28/24.
21.	Choose FPL-approved trees within 30' of powerlines.
21.a	Comment addressed 2/28/24.
	<u>New Comments: 2/28/24</u>
22.	Per Section 98-61, the minimum landscape area required is 16,139, only 10,861 is provided. Provide additional landscape area to meet code.
22.a	Comment addressed 4/25/24.

Development Plan Application Comments

B.

IRRIGATION PLAN:	
1.	Irrigate and lay sod in the adjacent swale.
1.a	Comment addressed 2/28/24.
2.	Show the location and details of the rain sensor.
2.a	Comment addressed 2/28/24.
3.	Add bubblers to all proposed trees/ palms in a separate zone.
3.a	Comment addressed 2/28/24.
4.	Show individual zones with a numbered controller.
4.a	Comment addressed 2/28/24.
5.	Show sizes on irrigation lines and sleeving.
5.a	Comment addressed 2/28/24.

Conceptual Engineering Plan Comments



DEVELOPMENT REVIEW COMMITTEE

Project Name:	23-CF-43 Learning Place Major Site Plan	Application No.:	23-CF-43
Reviewer Name:	Alfonso Orellana		
Department / Division:	Environmental Services		
Position:	Plans Reviewer		
Date of Review:	01-21-24		
Submittal No.:	2		

A. Conceptual Engineering:

1.	Evidence of surface water licensing will be required prior to Engineering Permit
2.	The City of Deerfield Beach does not service water/sewer in this area. Please coordinate with Broward County for service availability.
3.	When establishing the minimum Finish Floor Elevation of a building structure, there are various criteria elements to consider; the City of Deerfield Beach criteria (elevation above the abutting road crown) as stated on City Ordinance Sec. 98-83, FEMA established and Preliminary Flood Maps, the Florida Building Code and Broward County Ordinances. Under most circumstances, the criteria that produces the highest Finished Floor elevation controls.
4.	Engineering takes no exception to the plan as submitted.
4.a	Engineering takes no exception to the plan as submitted

B.

ADVISORY COMMENTS:	
1.	Provide copies of all permits from agencies having jurisdiction at the time of Engineering Permit Application, including, but not limited to Broward County EPGMD.

ENVIRONMENTAL SERVICES DEPARTMENT

2.	All work in public right-of-way shall be done in strict compliance with the rules and regulations of the City of Deerfield Beach Code of Ordinances, Manual on Uniform Traffic Control Devices, the Occupational Safety and Health Administration, the Americans with Disabilities Act, AASTHTO "Green Book", Broward County and FDOT. Civil Engineering Plans must include, as applicable, the following: a. Demolition Plan b. Stormwater Pollution Prevention Plan/ E&SC Plan c. Paving, Grading and Drainage Plans and Details d. Water and Sewer Plan and Standard Details e. Pavement Markings and Signing plan in accordance with the MUTCD latest edition
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.
4.	Prior to issuance of a Certificate of Occupancy, all applicable Water and Sewer connection fees will be paid as stipulated in the City of Deerfield Beach Code Sections 70-132 and 70-75.



DEVELOPMENT REVIEW COMMITTEE

Project Name:	Learning Place IV	Application No.:	23-CF-43
Reviewer Name:	Alfonso Orellana		
Department / Division:	Environmental Services		
Position:	Plans Reviewer		
Date of Review:	08-30-23		
Submittal No.:	1		

A. SITE PLAN:	
1.	Evidence of surface water licensing will be required prior to Engineering Permit
2.	The City of Deerfield Beach does not service water/sewer in this area. Please coordinate with Broward County for service availability.
3.	When establishing the minimum Finish Floor Elevation of a building structure, there are various criteria elements to consider; the City of Deerfield Beach criteria (elevation above the abutting road crown) as stated on City Ordinance Sec. 98-83, FEMA established and Preliminary Flood Maps, the Florida Building Code and Broward County Ordinances. Under most circumstances, the criteria that produces the highest Finished Floor elevation controls.
4.	Engineering takes no exception to the plan as submitted.
4.a	Engineering takes no exception to the plan as submitted

Development Plan Application Comments

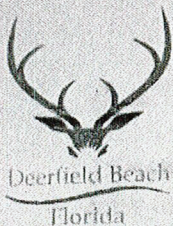


DEVELOPMENT REVIEW COMMITTEE

Project Name:	Learning Place IV Major Site Plan	Application No:	23-CF-43 (Formerly 01-RM5-1)
Reviewer Name:	Cesar E. Osegueda		
Department / Division:	Sustainable Management		
Position:	Code Compliance Spec.		
Date of Review:	02/14/2024		
Submittal No:	Submittal 2		

A. RECYCLING & SOLID WASTE DIVISION:

1.	The above Site Plan Application, located at 5201 Military Trail Deerfield Beach FL 33064, has been reviewed by the Sustainable Management Dept. (Recycling and Solid Waste Division) and was found to be Acceptable as it relates to collection services and location of Recycling/Solid Waste Receptacles.
----	--



DEVELOPMENT PLAN APPLICATION

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

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

PROJECT INFORMATION:

TYPE OF REQUEST (check all that apply)

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

Project Name: Learning Place IV

Property Owner: Archdiocese of Miami Our Lady of Mercy

Applicant (if different from Owner): Scott and Katerina Freeland

Agent (if different from Owner/Applicant): Charles Putman

Address of Property: 5201 Military Trail, Deerfield Beach Florida

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

SEE Exhibit A

Description of Project: The subject property is vacant. The applicant is proposing to construct a pre-school facility to serve this area of the City.

New Development (Y/N):	<u>Yes</u>	Modification to Existing Development (Y/N):	<u>No</u>
Zoning District:	<u>CF</u>	Future Land Use Category:	<u>RM</u>
Existing Use:	<u>VACANT</u>	Proposed Use:	<u>PRE-SCHOOL</u>
Lot Area (acres):	<u>2.47 ACRES</u>	Number of Dwelling Units (proposed):	<u>N/A</u>
Sq. Ft. of Structure (existing):	<u>VACANT</u>	Sq. Ft. of Structure (proposed):	<u>12,800 SF</u>

Agent Signature: Charles Putman

Name Printed: Charles Putman

Address: 621 NW 53rd St - Suite 125 Boca Raton Florida 33487

Telephone: 561-866-3362

Email: chasputman@gmail.com

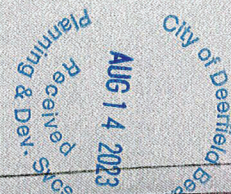
Owner Signature: Paul VI S. Karenga

Name Printed: Paul VI S. Karenga

Address: 5201 Military Trail, Deerfield Beach

Telephone: 954-421-3246

Email: olmercy2004@att.net



Date July 11, 2023

Director of Planning and Zoning Department
City of Deerfield Beach
150 NE Second Ave.
Deerfield Beach, Florida 33441

and

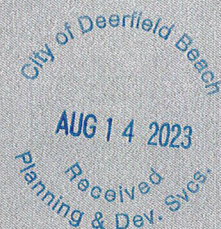
Broward County Department of Environmental Review
One N. University Dr. Suite 201 A
Plantation, Florida 33441

To whom it may concern:

I, Paul VI, as legal representative of the Our Lady of Mercy property located at 5201 N. Military Trail in Deerfield Beach, hereby authorize Charles Putman and/or Charles Putman and Associates LLC to act as our agent relative to the filing and processing of all documents relating to the permitting, platting and development of the subject property.

Name and Signature of authorized agent

Fr Paul VI S. Karenga
AK Karenga Paul VI



7. That adequate landscaping and screening is provided to screen the development or use from neighboring residential areas to provide an opaque buffer from said residential areas. The applicant may be required to take additional measures for landscaping or screening purposes which measures are in excess of the requirements for a permitted use:

The lone building on the site is only 13,000 sf and occupies only 12% of the 2.47 acres. As a result a large portion of the site is in open space. The applicant has provided a landscaping plan that provides for large landscape buffers to be constructed around the perimeter of the project to serve as a visual and noise buffer for the adjacent property owners. In addition to the landscape buffers, the one story structure has large setbacks from the adjacent property lines - 64.4' on the south and 76.8' on the west. This means that the new building will be 80 to 100 feet from the nearest multi-family building. The result is that the new building will be well buffered from all adjacent land uses.

8. That the use will not increase traffic on an adjoining street so as to lower its level of service below the adopted level of service or create a traffic nuisance to adjoining properties utilizing the same streets:

The project directly abuts Military Trail which is a major arterial highway serving the area. The project will utilize a large existing driveway access that is served by a southbound right turn lane and a northbound left turn on the roadway. Thus, the site currently has excellent access.

There is also an existing bus stop in place in front of the property to provide transit access to the site. The amount of new traffic projected for the project is considered to be minimal and does not trigger the need for a full traffic study per City criteria.

It should be noted that a typical concern for residents regarding school facilities is the stacking that might occur on local streets at drop off and pick up time. That type of stacking occurs from K - 12 schools in that there is a specific drop off time - say 8:00 am and a specific pick up time - say 4:00. Parents stay in their cars and stay in line to pick up their child. Things are different with pre-school students in that the parents can drop off their child at any time - there is no fixed schedule. Also, they don't stand in line to wait to get to a drop off or pick up point. They park their car and take the children in (since many are very young) and do the same to pick them up. Thus there are no long drop off and pick up lines associated with this type of use.



EXHIBIT A

LEGAL DESCRIPTION

PORTION OF PARCEL "A", OF OUR LADY OF MERCY PARISH CENTER, AS RECORDED IN PLAT BOOK 118, PAGE 38, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE EAST ONE-QUARTER (1/4) CORNER OF SECTION 10, TOWNSHIP 48, RANGE 42, ALSO BEING THE CENTERLINE OF MILITARY TRAIL (N.W. 9TH AVENUE); THENCE S 02° 33' 35" W. A DISTANCE OF 339.37 FEET TO A POINT; THENCE LEAVING SAID CENTERLINE, N 88° 07' 22" W A DISTANCE OF 55.01 FEET TO THE NORTHEAST CORNER OF PARCEL "A" OF THE SAID OUR LADY OF MERCY PARISH CENTER AND THE WESTERLY RIGHT-OF-WAY LINE OF MILITARY TRAIL; THENCE S02° 33' 35" W A DISTANCE OF 153.21 FEET ALONG THE SAID WESTERLY RIGHT-OF-WAY LINE; THENCE S 09° 24' 09" W A DISTANCE OF 100.72 FEET TO A POINT; THENCE S02° 33' 35" W A DISTANCE OF 200.00 FEET TO THE POINT OF BEGINNING; THENCE S 87° 26' 25" EAST A DISTANCE OF 12.00 FEET TO A POINT; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE S02° 33' 35" W A DISTANCE OF 20.00 FEET TO A POINT; THENCE N87° 26' 25" W A DISTANCE OF 12.00 FEET; THENCE N02° 33' 35" E A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.
CONTAINING 2.47 ACRES OR ACRE, MORE OR LESS.
SAID LANDS SITUATE IN THE CITY OF POMPAÑO BEACH, BROWARD COUNTY, FLORIDA, AND CONTAIN 2.47 ACRES, MORE OR LESS.



MEMORANDUM

To: Charles Putman
Charles Putman and Associates, Inc.

From: Karl Peterson, P.E.

Date: May 8, 2023

Subject: Learning Place IV
SW quadrant of Military Trail and SW 16th Drive
Trip Generation Analysis

PRELIMINARY TRIP GENERATION ANALYSIS

The Learning Place IV is a proposed preschool / day care center to be located on the west side of Military Trail and south of the existing Our Lady of Mercy Catholic Church in Deerfield Beach, Florida. The maximum enrollment at this location will be 230 students. The purpose of this memorandum is to provide a preliminary estimate of the trip generation characteristics for this facility.

- This trip generation analysis has been conducted in accordance with ITE *Trip Generation Manual (11th Edition)* procedures.
 - ITE Land Use #565 – Day Care Center
 - Pass-by rates from latest data published by ITE.
 - The results of a preliminary trip generation analysis are presented in Table 1 below.

Table 1								
Learning Place IV								
Trip Generation Analysis								
Deerfield Beach, Florida								
Land Use	Size	Daily Trips	AM Peak Hour Trips			PM Peak Hour Trips		
			In	Out	Total	In	Out	Total
Proposed								
Day Care Center	230 Students	866	85	75	160	71	81	152
- Pass-by (44%)		(381)	(37)	(33)	(70)	(31)	(36)	(67)
Total		485	48	42	90	40	45	85

Compiled by: KBP Consulting, Inc. (May 2023).

Source: ITE Trip Generation Manual (11th Edition).

CHARLES PUTMAN & ASSOCIATES, LLC

LAND PLANNING SERVICES
PLANNING | ZONING | PERMITTING

Boca Raton | (561) 994-6411

PROPOSED PRE-SCHOOL FACILITY

OUR LADY OF MERCY PROPERTY

5201 MILITARY TRAIL

August 2023

PROJECT OVERVIEW

The subject property is a vacant parcel of land that is part of a larger parcel owned by Our Lady of Mercy Church located at 5201 Military Trail. Exhibit 1 shows the specific location of the site. Exhibit 2 shows the general location of the property within the City of Deerfield.

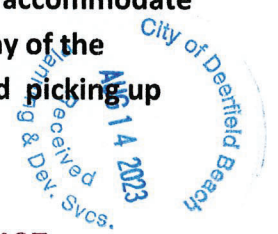
The applicant is the owner and operator of several child care facilities in the south Florida area and is proposing to purchase the vacant site shown on the exhibits from the Church to construct and operate a pre-school facility that will serve up to 230 children from ages 1 to 4. The site plan , SP-01, shows the proposed layout of the new pre-school and the portions of the building that will be devoted to each age group.

PROPOSED PLAN

As shown on SP – 01, the proposed use is very well suited for the subject property. The following should be noted in that regard:

- *Open Space - The size of the parcel allows the project to provide a very generous amount of open space on the site. As noted on the various plans, over 55% of the site is in green area.*
- *Building Setbacks - The proposed 1 story building will be more be more than 90' from the nearest adjacent building.*
- *Access - The parcel has direct access from Military Trail. There are currently both a south bound right turn lane and a north bound left turn lane in place at the entrance to the property that provides excellent access to the site.*
- *Stacking and Parking - The site is large enough so that it can more than accommodate the parking required by code with extra spaces provided. The geography of the property allows for very adequate stacking for parents dropping off and picking up their children*

621 NW 53rd Street - Suite 125, Boca Raton, Florida 33487



- **Bus Stop** - For parents who may wish to bring their children to school by bus, there is an existing bus stop feature already in place along Military Trail.

ADJACENT LAND USES

Exhibit 3 shows the surrounding land uses that are adjacent to the subject site. The nature of the surrounding land use and the potential impact of the proposed project on that land use is summarized below:

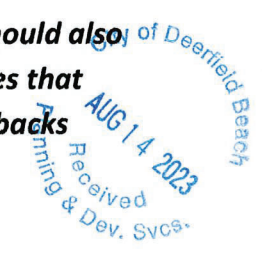
- **North** - The property is bordered on the north by the parking lot used to serve Our Lady of Mercy Church. With the exception of a few spaces on the north side of the site, the Church has not been using this vacant parcel for parking or any Church related activities. Thus, the development of the property for a pre-school should not have an impact on the current operations and activities for the Church.
- **East** - The parcel is bounded on the east by Military Trail. That large ROW provides a substantial buffer between the proposed project and the medium density residential development on the other side of the highway.
- **South and West** - The south and west portions of the site both abut existing medium density residential development. The nearest buildings adjacent to the site are townhomes. The existing buildings are setback roughly 30' feet from the property line. The property on the south boundary of the site has a large existing hedge which along with other plant material provides a significant visual buffer. The buildings on the west are also set back roughly 30' from the property line and there is an existing fence in place to provide a visual buffer.

Proposed Setback and Buffers

One of the key features of the proposed plan for the project is the setback and buffering that is proposed. The one story pre-school building will be setback 64.5' from the south property line and 70' from the west property line. This means that the new building will be over 90' from the nearest townhome. In addition, much of the area in the proposed setback area will be fully landscaped to provide additional buffering and a new 6' fence will be installed. See the attached landscape plan – LP-1.

The applicant has made every effort to respect the neighboring property owners and provide them with a significant buffer.

Alternative Development - Regarding the impacts on neighboring development it should also be noted that under current City codes, there are a wide range of rather intense uses that could be constructed by right on the vacant property and all could be within the setbacks



noted. There is also no limit to the height for the allowable uses other than what is approved by the City.

Clearly the construction of a one story building located over 90' from the existing residences is a much more desirable use for the property than some of the uses currently permitted by right.

When approved the use will be a welcome addition to the educational services currently available to serve the needs of the local area.

CURRENT ZONING

Exhibit 4 shows the existing zoning of the site and the surrounding area. The properties adjacent to the vacant property are in an RM 5c zoning category. This designation is intended to encourage residential uses up to 5 units per acre which reflects the current use. The use of all of the property in the area of the site can be described as medium density residential.

The subject property is zoned CF - Community Facilities . This district is intended to encourage the development of uses that will serve the community needs . The list of allowable uses in the district is presented in Section 98-60 of the City code which is shown below.

Sec. 98-60. CF community facilities.

(b) Permitted uses. The following uses shall be permitted principal uses in the CF district:

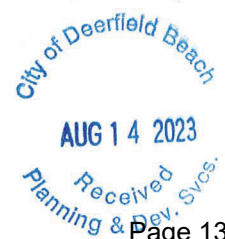
- (1) Auditoriums;***
- (2) Cemeteries;***
- (3) Church, or other house of worship;***
- (4) Fire stations;***
- (5) Government offices;***
- (6) Hospitals;***
- (7) Libraries;***
- (8) Museums, art galleries (which do not regularly sell art work which is displayed);***
- (9) Public parks and recreation areas;***
- (10) Schools;***
- (11) College or university research and development parks operated in accordance with Chapter 159, Part V, Florida Statutes;***
- (12) Transportation terminals;***
- (13) Waste and water treatment facilities;***



- (14) *Essential services;*
 - (15) *Cultural and/or civic centers;*
 - (16) *Gymnasium;*
 - (17) *Amphitheaters;*
 - (18) *ALF, subject to the provisions of section 98-93 of this Code;*
 - (19) *Specialty hospitals.*
- (c) *Conditional uses. Upon application and after a favorable determination by the board of adjustment or the city commission (where the conditional use is a part of the site plan application) that all conditions and provisions of a conditional use have been met, the uses listed below may be permitted as conditional uses in this district. In addition to any provisions listed herein, all proposed conditional uses shall comply with the requirements of this Code, be heard and decided by the board of adjustment (or city commission where applicable) as set forth herein, and be consistent with the objectives and recommendations of the city's comprehensive plan.*
- (1) *Special residential facility, adult congregate living facility (ACLF) subject to the provisions of section 98-93 of this Code. Further, the building height shall not exceed 45 feet. The number of permitted dwelling units per acre (DU/AC) shall be limited to the allocation of "reserve" or "flexibility" units as prescribed in the City of Deerfield Beach Land Use Plan.*
- (d) *Accessory uses. Permitted accessory uses in the CF district shall include those uses customarily incidental to the permitted principal and approved conditional uses.*
- (e) *Property development requirements. The property development requirements shall be established by the city commission on a case-by-case basis through the established development plan review process.*
- (f) *Other development requirements. Other applicable lot and use regulations are set forth in Article IV, Supplementary Regulations.*
- (g) *No sign shall be constructed or erected which exceeds the height of the tallest building on the lot upon which the sign is to be erected, or the maximum height as permitted in section 98-101 of the Land Development Code, whichever is less.*
- (Ord. No. 2002/021, § 1, 6-4-02; Ord. No. 2005/027, § 19, 9-6-05; Ord. No. 2012/029, § 14, 7-10-12; Ord. No. 2013/034, § 8, 12-3-13)*

Even though a school is clearly called out as a permitted use and there are a wide range of educational uses permitted in the CF district, the City code further defines a school as a K-12 facility which does not include pre-school or child care facilities such as the one being proposed.

Text Amendment - Given that child care facilities are not considered a permitted school in the CF zoning district, some action will need to be taken to allow for the proposed use to be permitted on this site. In that regard it would seem that there are two ways that the applicant can proceed to obtain approval for the proposed use. One way would be to request a text amendment to the code to add child care services to the list of Permitted Uses in the CF district. The second way would be to request a re-zoning of the parcel to an RM zoning category that would allow for a child care facility.



In discussions with staff it was agreed the best way to proceed on the matter of permitting would be to request a text amendment to add child care facilities as a permitted use in the CF zoning district. Pursuant to those discussions, the applicant is including a specific request in this application asking that the child care use be added as a permitted use to item (b) in Section 98-60 of the City code.

SUMMARY

The proposed use is clearly a good fit for the subject property. It has excellent access, will be well buffered from surrounding land uses and provides needed addition to the educational service package for this area of the City.



CHARLES PUTMAN & ASSOCIATES, LLC

LAND PLANNING SERVICES
PLANNING | ZONING | PERMITTING

Boca Raton | (561) 994-6411

REQUEST FOR TEXT AMENDMENT

SECTION 98-60

PLEASE LET THIS DOCUMENT SERVICE AS A FORMAL REQUEST FROM THE APPLICANT OF THE LEARNING PLACE IV PROJECT FOR APPROVAL OF A TEXT AMENDMENT TO SECTION 98 - 60 OF THE CITY CODE TO ADD CHILD CARE CENTER AS AN ADDITIONAL PERMITTED USE TO THE LIST OF OTHER PERMITTED USES CALLED OUT IN ITEM (b) OF THAT CODE SECTION.

The purpose of this change would be to allow child care and pre-school uses to become permitted uses in the CF – Community Facilities zoning classification. The approval of this request will allow the proposed plans for the Learning Place IV project to be processed as a permitted use in the CF district.

JUSTIFICATION

THE APPROVAL OF THIS PROPOSED CHANGE WOULD BE JUSTIFIED FOR THE FOLLOWING REASONS:

- **The CF zoning district already allows a number of educational uses by right such as K-12 schools, high schools, colleges, etc. The construction of a pre-school facility such as being proposed is precluded only by the fact that the City code defines a school as a facility that serves K -12. Thus, allowing this additional use will not represent a significant change in the types of uses currently allowed by right in the zoning district .**
- **Child care uses such as the Learning Place IV project will have much less of an impact on the surrounding land uses than the other more intense uses that are currently allowed as permitted uses in the CF district.**
- **Child care services are a much needed community service facility**



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PROPOSED PRE-SCHOOL FACILITY

OUR LADY OF MERCY PROPERTY

5201 MILITARY TRAIL

August 2023

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PROPOSED PLAN

As shown on SP – 01, the proposed use is very well suited for the subject property. The following should be noted in that regard:

- *Open Space - The size of the parcel allows the project to provide a very generous amount of open space on the site. As noted on the various plans, over 55% of the site is in green area.*
- *Building Setbacks - The proposed 1 story building will be more be more than 90' from the nearest adjacent building.*
- *Access - The parcel has direct access from Military Trail. There are currently both a south bound right turn lane and a north bound left turn lane in place at the entrance to the property that provides excellent access to the site.*
- *Stacking and Parking - The site is large enough so that it can more than accommodate the parking required by code with extra spaces provided. The geography of the property allows for very adequate stacking for parents dropping off and picking up their children*

621 NW 53rd Street - Suite 125, Boca Raton, Florida 33487



- **Bus Stop** - For parents who may wish to bring their children to school by bus, there is an existing bus stop feature already in place along Military Trail.

ADJACENT LAND USES

Exhibit 3 shows the surrounding land uses that are adjacent to the subject site. The nature of the surrounding land use and the potential impact of the proposed project on that land use is summarized below:

- **North** - The property is bordered on the north by the parking lot used to serve Our Lady of Mercy Church. With the exception of a few spaces on the north side of the site, the Church has not been using this vacant parcel for parking or any Church related activities. Thus, the development of the property for a pre-school should not have an impact on the current operations and activities for the Church.
- **East** - The parcel is bounded on the east by Military Trail. That large ROW provides a substantial buffer between the proposed project and the medium density residential development on the other side of the highway.
- **South and West** - The south and west portions of the site both abut existing medium density residential development. The nearest buildings adjacent to the site are townhomes. The existing buildings are setback roughly 30' feet from the property line. The property on the south boundary of the site has a large existing hedge which along with other plant material provides a significant visual buffer. The buildings on the west are also set back roughly 30' from the property line and there is an existing fence in place to provide a visual buffer.

Proposed Setback and Buffers

One of the key features of the proposed plan for the project is the setback and buffering that is proposed. The one story pre-school building will be setback 64.5' from the south property line and 70' from the west property line. This means that the new building will be over 90' from the nearest townhome. In addition, much of the area in the proposed setback area will be fully landscaped to provide additional buffering and a new 6' fence will be installed. See the attached landscape plan – LP-1.

The applicant has made every effort to respect the neighboring property owners and provide them with a significant buffer.

Alternative Development - Regarding the impacts on neighboring development it should also be noted that under current City codes, there are a wide range of rather intense uses that could be constructed by right on the vacant property and all could be within the setbacks

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noted. There is also no limit to the height for the allowable uses other than what is approved by the City.

Clearly the construction of a one story building located over 90' from the existing residences is a much more desirable use for the property than some of the uses currently permitted by right.

When approved the use will be a welcome addition to the educational services currently available to serve the needs of the local area.

CURRENT ZONING

Exhibit 4 shows the existing zoning of the site and the surrounding area. The properties adjacent to the vacant property are in an RM 5c zoning category. This designation is intended to encourage residential uses up to 5 units per acre which reflects the current use. The use of all of the property in the area of the site can be described as medium density residential.

The subject property is zoned CF - Community Facilities . This district is intended to encourage the development of uses that will serve the community needs . The list of allowable uses in the district is presented in Section 98-60 of the City code which is shown below.

Sec. 98-60. CF community facilities.

(b) Permitted uses. The following uses shall be permitted principal uses in the CF district:

- (1) Auditoriums;**
- (2) Cemeteries;**
- (3) Church, or other house of worship;**
- (4) Fire stations;**
- (5) Government offices;**
- (6) Hospitals;**
- (7) Libraries;**
- (8) Museums, art galleries (which do not regularly sell art work which is displayed);**
- (9) Public parks and recreation areas;**
- (10) Schools;**
- (11) College or university research and development parks operated in accordance with Chapter 159, Part V, Florida Statutes;**
- (12) Transportation terminals;**
- (13) Waste and water treatment facilities;**



- (14) *Essential services;*
 - (15) *Cultural and/or civic centers;*
 - (16) *Gymnasium;*
 - (17) *Amphitheaters;*
 - (18) *ALF, subject to the provisions of section 98-93 of this Code;*
 - (19) *Specialty hospitals.*
- (c) *Conditional uses. Upon application and after a favorable determination by the board of adjustment or the city commission (where the conditional use is a part of the site plan application) that all conditions and provisions of a conditional use have been met, the uses listed below may be permitted as conditional uses in this district. In addition to any provisions listed herein, all proposed conditional uses shall comply with the requirements of this Code, be heard and decided by the board of adjustment (or city commission where applicable) as set forth herein, and be consistent with the objectives and recommendations of the city's comprehensive plan.*
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- (e) *Property development requirements. The property development requirements shall be established by the city commission on a case-by-case basis through the established development plan review process.*
- (f) *Other development requirements. Other applicable lot and use regulations are set forth in Article IV, Supplementary Regulations.*
- (g) *No sign shall be constructed or erected which exceeds the height of the tallest building on the lot upon which the sign is to be erected, or the maximum height as permitted in section 98-101 of the Land Development Code, whichever is less.*
- (Ord. No. 2002/021, § 1, 6-4-02; Ord. No. 2005/027, § 19, 9-6-05; Ord. No. 2012/029, § 14, 7-10-12; Ord. No. 2013/034, § 8, 12-3-13)*

Even though a school is clearly called out as a permitted use and there are a wide range of educational uses permitted in the CF district, the City code further defines a school as a K-12 facility which does not include pre-school or child care facilities such as the one being proposed.

Text Amendment - Given that child care facilities are not considered a permitted school in the CF zoning district, some action will need to be taken to allow for the proposed use to be permitted on this site. In that regard it would seem that there are two ways that the applicant can proceed to obtain approval for the proposed use. One way would be to request a text amendment to the code to add child care services to the list of Permitted Uses in the CF district. The second way would be to request a re-zoning of the parcel to an RM zoning category that would allow for a child care facility.



In discussions with staff it was agreed the best way to proceed on the matter of permitting would be to request a text amendment to add child care facilities as a permitted use in the CF zoning district. Pursuant to those discussions, the applicant is including a specific request in this application asking that the child care use be added as a permitted use to item (b) in Section 98-60 of the City code.

SUMMARY

The proposed use is clearly a good fit for the subject property. It has excellent access, will be well buffered from surrounding land uses and provides needed addition to the educational service package for this area of the City.





AERIAL

5102 Military Trail.

Charles Putman & Associates, Inc.

Land Planning Services

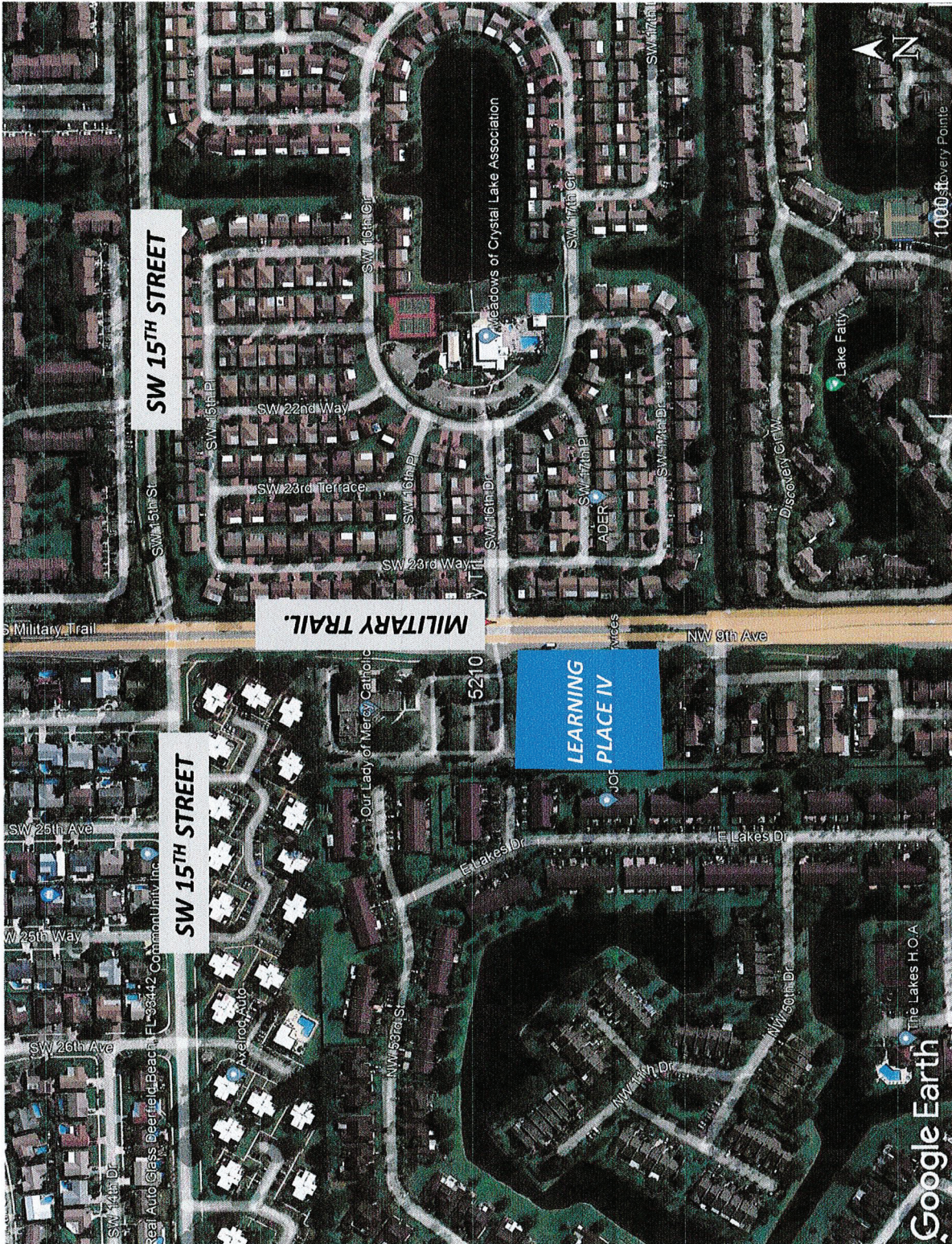
PLANNING - ZONING - PERMITTING



NORTH

EXHIBIT 1

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LOCATION

5102 Military Trail.

Charles Putman & Associates, Inc.

Land Planning Services

PLANNING - ZONING - PERMITTING



NORTH

EXHIBIT 2

City of Deerfield Beach
 AUG 14 2023
 Received
 Planning & Dev. Svcs.



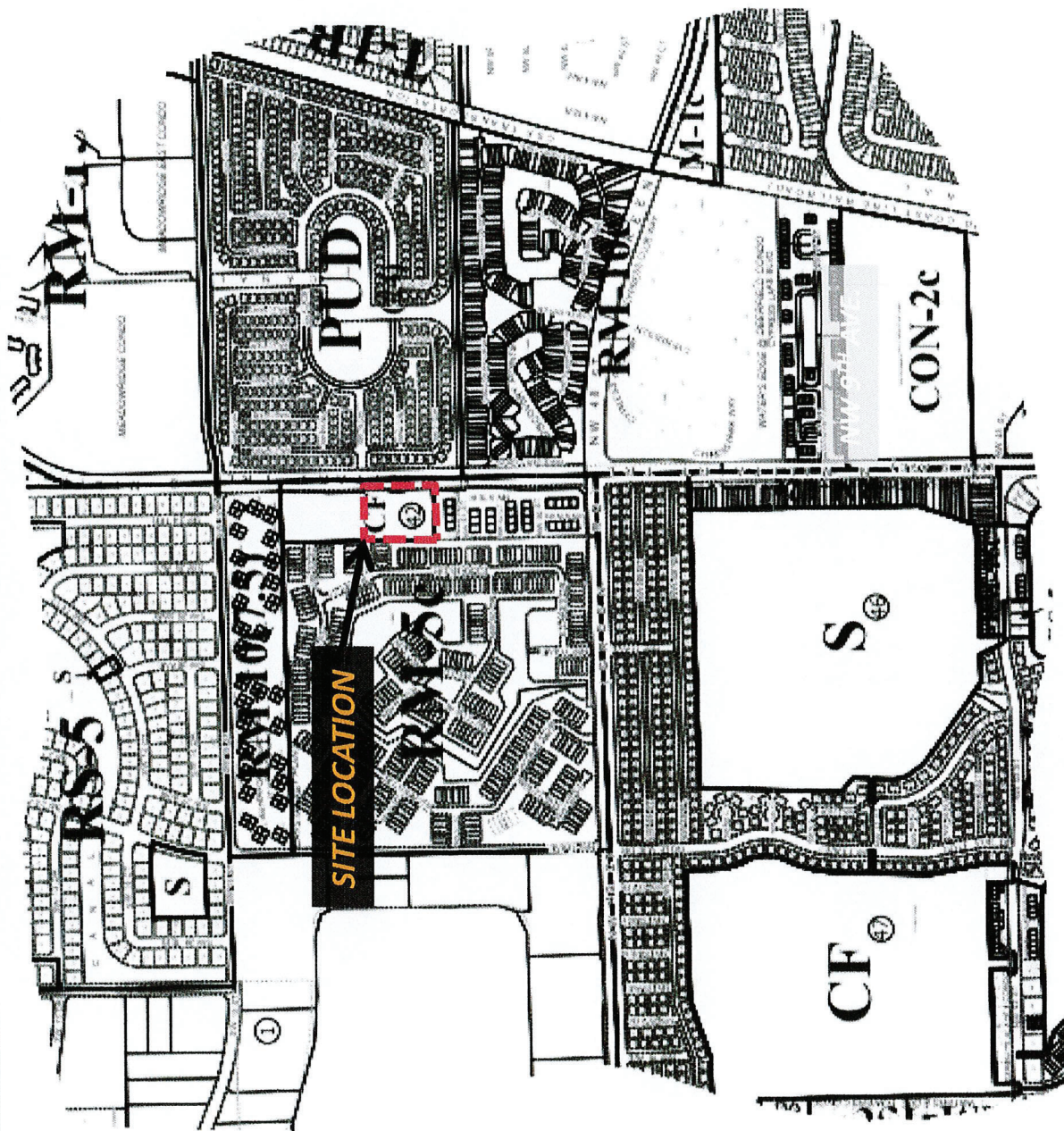
Adjacent Land Uses

5201 Military Trail.

Charles Putman & Associates, Inc.
Land Planning Services

PLANNING - ZONING - PERMITTING

City of Deerfield Beach
 **NORTH**
EXHIBIT 3



Existing Zoning

5201 Military Trail.

Charles Putman & Associates, Inc.
Land Planning Services

PLANNING - ZONING - PERMITTING

City of Deerfield Beach
NORTH
EXHIBIT 4
APR 14 2023



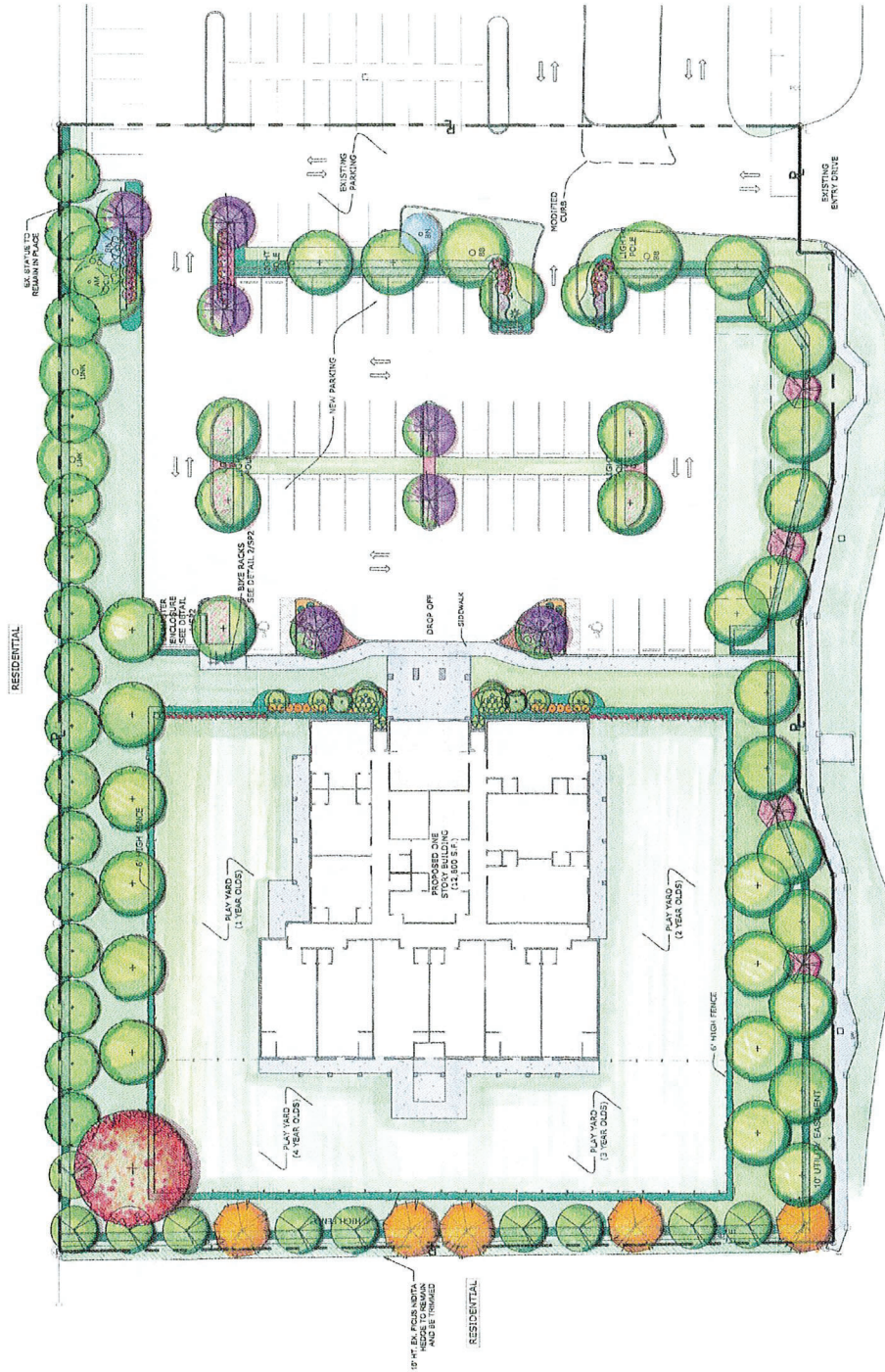
SCALE: 1"=20'-0"

PROJECT
LEARNING PLACE IV
DEERFIELD BEACH, FL

TITLE
RENDERED LANDSCAPE PLAN

PROJ. NO.	
FILE NAME	
EE	EXAMIN.
DR-03-23	DATE
REV	REV

City of Deerfield Beach
AUG 14 2023
Received
Planning & Dev. Svcs.



MILITARY TRAIL



For Office Use Only
Application No. 2610
Submittal Date: 5/23/24

ATTACHMENT G

APPLICATION FOR CONDITIONAL USE APPROVAL

Pursuant to Code Section 98-85.- *Conditional Use.*

**COMPLETE ALL SECTIONS OF APPLICATION LEGIBLY.
INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED.**

- ☐ **Conditional Use - Zoning Appeals Special Master (ZASM):** Applicant must submit complete application and all required submittals by the cutoff date to be scheduled for a ZASM hearing. If Staff determines more information is needed or the application is incomplete, the application will not be processed or scheduled.
- ☒ **Conditional Use - City Commission:** Must comply with the public notice and advertising requirements, pursuant to Code Section 98-35(1).

REQUIRED SUBMITTALS

All of the following must be submitted to be deemed a complete application (*for applications requiring approval by City Commission, documentation may be provided with the development plan application requirements in Attachment A*):

- ☒ **Complete Application** (Including Development Plan Application Form)
- ☒ **Application Processing Fee** (See fee schedule)
- ☒ **Proof of Ownership** from the property owner. If the owner cannot be verified through the Broward County Tax Roll, a copy of either the recorded warranty deed, valid purchase contract, or a signed and notarized letter from the owner of record must be submitted with this application.
- ☒ **Disclosure Affidavit** (for items requiring City Commission only) for all owners, representatives, and applicants for the project that will be speaking on behalf of the application.
- ☒ **Agent Authorization Letter** if applicable, authorizing the applicant/agent to act on behalf of all property owners' behalf.
- ☐ **Business Tax Receipt application** (if applicable)
- ☒ **Dimensioned Floor Plan** and/or site sketch showing proposed use in relation to the building and/or site.
- ☒ **Public Notice Requirements** (for applications requiring City Commission approval only) as required by the provisions set forth in Code Section 98-35(1).
- ☒ **One (1) Digital CD** of required submittals listed above must be provided.
- ☒ **Other Information** may be required as determined by staff (e.g. architectural elevations, floor plans, site plan etc.)

Public Notice and Advertising Requirements

Pursuant to Code Section 98-35(1), prior to any public hearing of the city commission for a development permit as described in section 98-12 of this Code, the applicant shall provide proper notification to the public in compliance with this section and all applicable county, state and federal law.



Any party to a proceeding before the Special Master may appeal the decision of the Special Master by a writ of certiorari as provided by the Florida Rules of Appellate Procedure. In order to appeal the decision of the Special Master, a verbatim transcript of the proceeding is necessary.

A. PROPOSED CONDITIONAL USE

Zoning District: Community Facilities - CF

Future Land Use Category: RS- Residential Low

Total Land Area (Square Feet): 107,593 sf

Acres: 2.47 acres

Existing Use of Property:

The parcel is vacant

Proposed Use of Property:

The applicant is proposing to construct a new child care facility to serve pre-school children. The facility will serve ages 1-4.

If non-residential or commercial floor area is proposed, please provide:

	Existing	Proposed	Change (+/-)
Total number of non-residential buildings:	N/A	1	N/A
Total non-residential floor area in square feet:	N/A	13,000 sf	N/A
Total number of transient units (hotel/motel rooms, time-sharing units):	N/A	N/A	N/A

If residential dwelling units are proposed, please provide:

	Existing	Proposed	Change (+/-)
Total number of residential buildings:	N/A	N/A	N/A
Total number of residential dwelling units:	N/A	N/A	N/A



B. DEMONSTRATION OF COMPLIANCE WITH CONDITIONAL USE CRITERIA

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

Section 98-85 of the Deerfield Beach Land Development Code states:

Conditional uses, as enumerated in Article III hereof, shall be permitted only upon authorization by the zoning appeals special master or the city commission where the request for a conditional use is part of a site plan application or change of use application provided that such uses comply with the following requirements and other applicable requirements as set forth in this article. The burden of proving that the use does so comply shall be on the applicant who shall be required to affirmatively demonstrate that said use complies with each and every condition set forth herein.

This application will not be accepted without a specific statement in response to each of the requirements on the following pages.

1. That the use is a permitted conditional use as set forth in Article III of the Deerfield Beach Development Code:

The proposed use is a permitted conditional use pursuant to the City code.

2. That the use complies with all specific development requirements as set forth for that use in the district in which it is located. (Site plan and building permit records on file with the City are public records and may be reviewed during regular business hours):

The site plan details for the project have been reviewed and approved by the City Staff.

The architectural details and landscaping details were approved by the Community Appearance Board on May 8



3. That the use is designed, located, and proposed to be operated that the public health, safety, welfare, and convenience will be protected as far as tangible effect, including but not limited to, noise, air pollution, traffic problems, and overcrowding:

The proposed building on the property is a one story structure containing 13,000 sf. The building is located in the center of the property creating very generous set backs from the adjacent properties.

The age groups for the children to be served will range from 1- 4 years old. Thus there will be very little noise generated from the outdoor play areas which will be mostly slides, swings, climbing features, etc.

Access is provided by an existing driveway entrance off Military Trail. The plan provides for adequate on site parking which complies with City Codes. There is plenty of room on the interior of the site for stacking.

However, it should be noted that pre-school drop of and pick up is different from the more formal school operations in that there is no specific time when school starts and stops. Parents can bring their children in at varying times and pick them up at varying times. So there is typically very little stacking involved.

4. That the use will not cause injury to the value of the other property in the neighborhood where it is located here such injury results from the noise, traffic, or other tangible effects which will occur as a result of the intended use:

See response to Item 3 above. The site is very well buffered from the adjacent land uses. The proposed use fits very well on the site and in fact a new pre-school such as being proposed will be a great addition to the neighborhood.



Attachment G: Application for Conditional Use Approval

5. That the use will be compatible with adjoining development and the proposed character of the district where it is to be located:

The proposed use is a community facility use that will not only fit in well in the neighborhood but will provide an important service to the area for young families.

6. That the use will have a density and intensity of development as compatible with the neighborhood in which it is located:

The scope and scale of the proposed project is consistent with the surrounding land uses. There is a Church directly north of the site and there are medium density residential uses on the west, south and east.



9. That adequate off-street parking, stacking, and loading is provided, that ingress and egress are so designed as to cause minimum interference with traffic on abutting streets and that the use has adequate frontage on a public or approved private street:

See the response to item 8 above. The project has excellent access on Military Trail and there are northbound and southbound turn lanes in place to serve the site. The project has adequate parking and a large internal stacking area.

10. That the use conforms with all applicable regulations governing the district where it is located:

The design details for the project have been approved by staff and by the Community Appearance Board



CHARLES PUTMAN & ASSOCIATES, LLC

LAND PLANNING SERVICES
PLANNING | ZONING | PERMITTING

Boca Raton | (561) 994-6411

REQUEST FOR TEXT AMENDMENT

SECTION 98-60

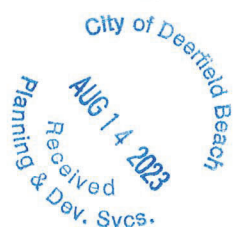
PLEASE LET THIS DOCUMENT SERVICE AS A FORMAL REQUEST FROM THE APPLICANT OF THE LEARNING PLACE IV PROJECT FOR APPROVAL OF A TEXT AMENDMENT TO SECTION 98 - 60 OF THE CITY CODE TO ADD CHILD CARE CENTER AS AN ADDITIONAL PERMITTED USE TO THE LIST OF OTHER PERMITTED USES CALLED OUT IN ITEM (b) OF THAT CODE SECTION.

The purpose of this change would be to allow child care and pre-school uses to become permitted uses in the CF – Community Facilities zoning classification. The approval of this request will allow the proposed plans for the Learning Place IV project to be processed as a permitted use in the CF district.

JUSTIFICATION

THE APPROVAL OF THIS PROPOSED CHANGE WOULD BE JUSTIFIED FOR THE FOLLOWING REASONS:

- *The CF zoning district already allows a number of educational uses by right such as K-12 schools, high schools, colleges, etc. The construction of a pre-school facility such as being proposed is precluded only by the fact that the City code defines a school as a facility that serves K -12. Thus, allowing this additional use will not represent a significant change in the types of uses currently allowed by right in the zoning district .*
- *Child care uses such as the Learning Place IV project will have much less of an impact on the surrounding land uses than the other more intense uses that are currently allowed as permitted uses in the CF district.*
- *Child care services are a much needed community service facility*



621 NW 53rd Street - Suite 125, Boca Raton, Florida 33487

CHARLES PUTMAN & ASSOCIATES, LLC

LAND PLANNING SERVICES
PLANNING | ZONING | PERMITTING

Boca Raton | (561) 994-6411

PROPOSED PRE-SCHOOL FACILITY

OUR LADY OF MERCY PROPERTY

5201 MILITARY TRAIL

August 2023

PROJECT OVERVIEW

The subject property is a vacant parcel of land that is part of a larger parcel owned by Our Lady of Mercy Church located at 5201 Military Trail. Exhibit 1 shows the specific location of the site. Exhibit 2 shows the general location of the property within the City of Deerfield.

The applicant is the owner and operator of several child care facilities in the south Florida area and is proposing to purchase the vacant site shown on the exhibits from the Church to construct and operate a pre-school facility that will serve up to 230 children from ages 1 to 4. The site plan , SP-01, shows the proposed layout of the new pre-school and the portions of the building that will be devoted to each age group.

PROPOSED PLAN

As shown on SP – 01, the proposed use is very well suited for the subject property. The following should be noted in that regard:

- *Open Space - The size of the parcel allows the project to provide a very generous amount of open space on the site. As noted on the various plans, over 55% of the site is in green area.*
- *Building Setbacks - The proposed 1 story building will be more be more than 90' from the nearest adjacent building.*
- *Access - The parcel has direct access from Military Trail. There are currently both a south bound right turn lane and a north bound left turn lane in place at the entrance to the property that provides excellent access to the site.*
- *Stacking and Parking - The site is large enough so that it can more than accommodate the parking required by code with extra spaces provided. The geography of the property allows for very adequate stacking for parents dropping off and picking up their children*

- **Bus Stop** - For parents who may wish to bring their children to school by bus, there is an existing bus stop feature already in place along Military Trail.

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Exhibit 3 shows the surrounding land uses that are adjacent to the subject site. The nature of the surrounding land use and the potential impact of the proposed project on that land use is summarized below:

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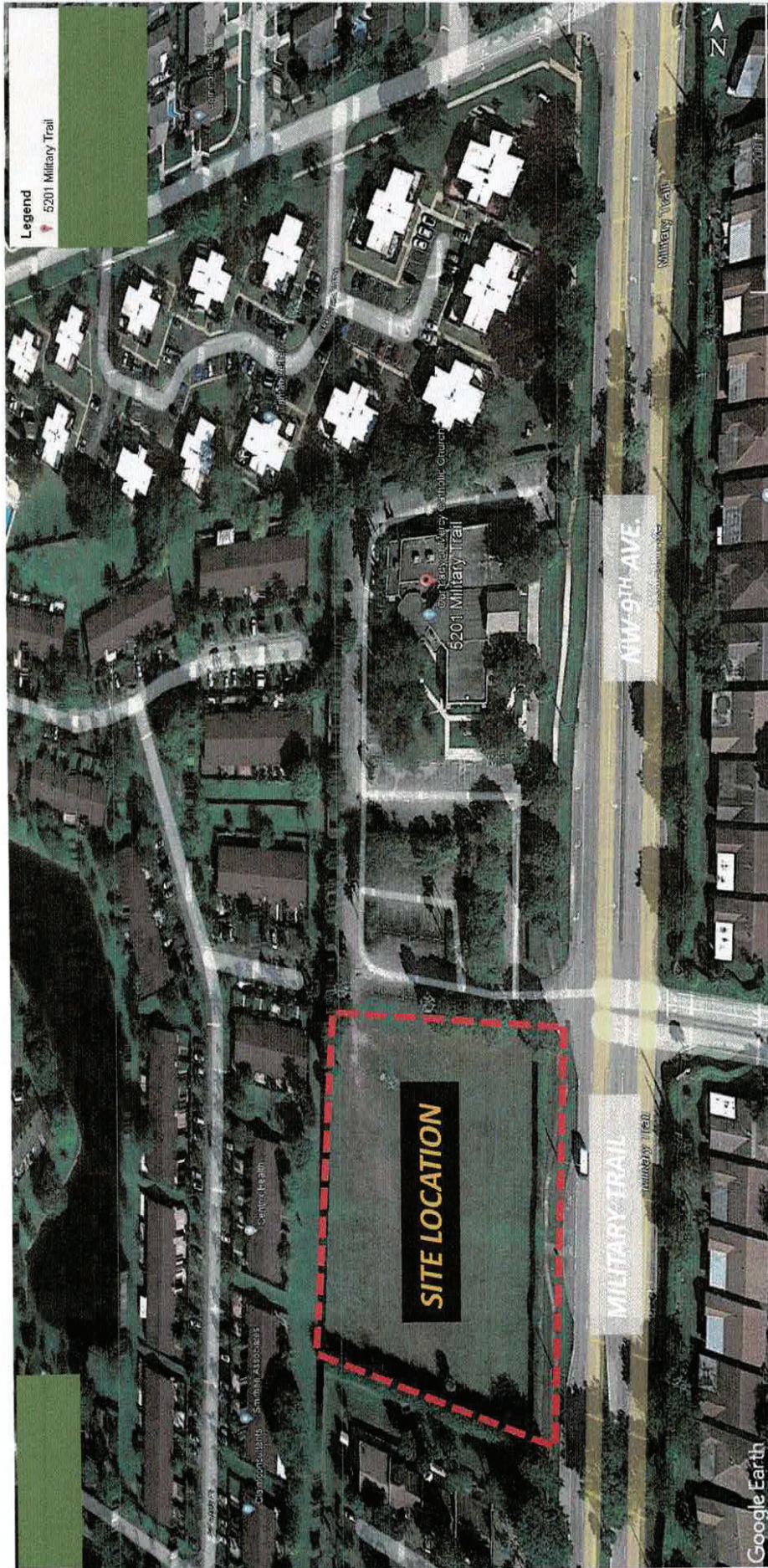
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SUMMARY

The proposed use is clearly a good fit for the subject property. It has excellent access, will be well buffered from surrounding land uses and provides needed addition to the educational service package for this area of the City.



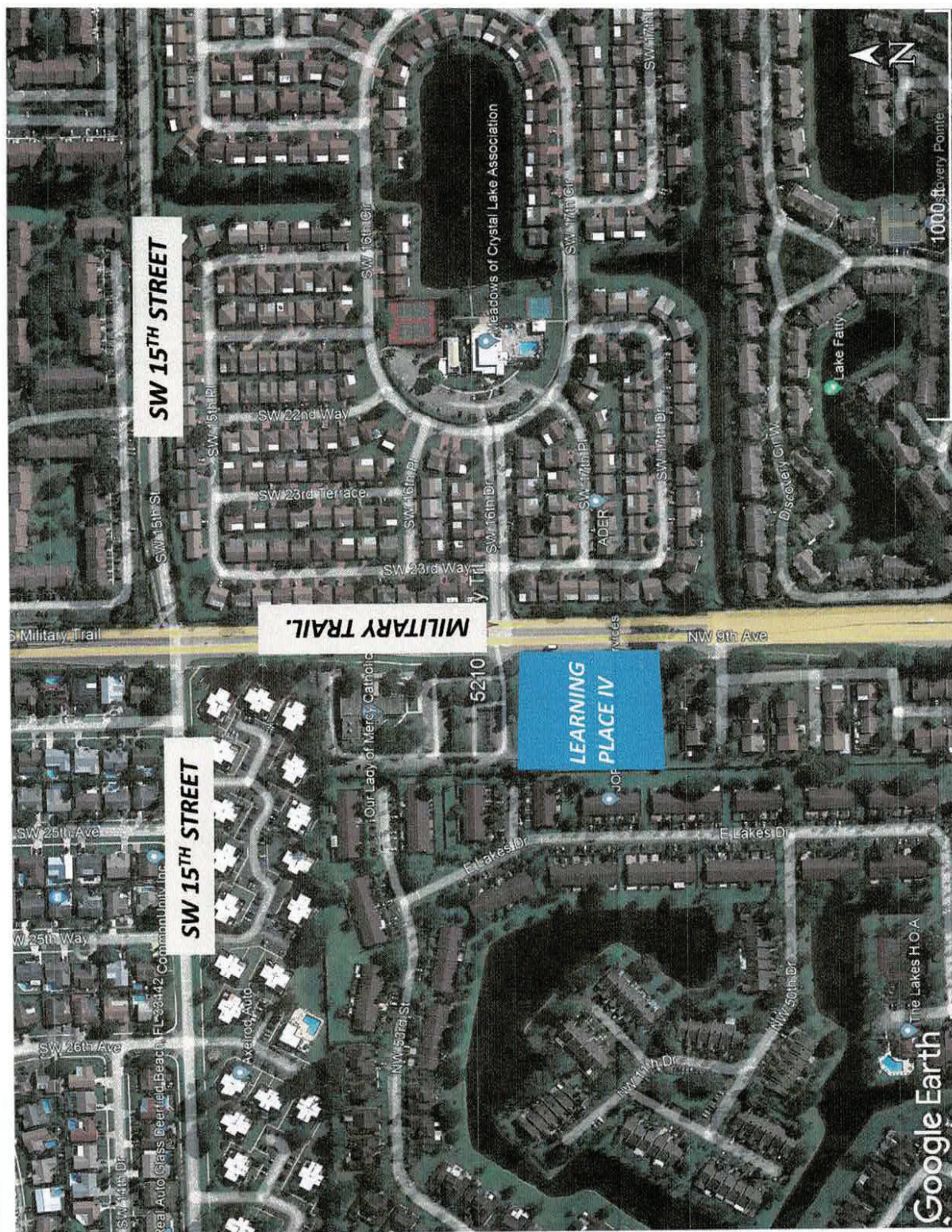
AERIAL

5102 Military Trail.

Charles Putman & Associates, Inc.
Land Planning Services

PLANNING - ZONING - PERMITTING

↑ NORTH
EXHIBIT 1




NORTH
EXHIBIT 2

LOCATION
5102 Military Trail.

Charles Putman & Associates, Inc.
 Land Planning Services

PLANNING - ZONING - PERMITTING

REVISIONS	DATE	BY	APP

LANDSCAPE ARCHITECT
JENNIFER L. HARRIS, AIA
1221 N. BAYVIEW AVENUE
SUITE 100
DADE COUNTY, FLORIDA 33134
PH: 305.442.1000

ENGINEER
DAVID L. HARRIS, P.E.
1221 N. BAYVIEW AVENUE
SUITE 100
DADE COUNTY, FLORIDA 33134
PH: 305.442.1000

ARCHITECT
JENNIFER L. HARRIS, AIA
1221 N. BAYVIEW AVENUE
SUITE 100
DADE COUNTY, FLORIDA 33134
PH: 305.442.1000

PLANNING
JENNIFER L. HARRIS, AIA
1221 N. BAYVIEW AVENUE
SUITE 100
DADE COUNTY, FLORIDA 33134
PH: 305.442.1000

CONSTRUCTION
JENNIFER L. HARRIS, AIA
1221 N. BAYVIEW AVENUE
SUITE 100
DADE COUNTY, FLORIDA 33134
PH: 305.442.1000

DEERFIELD BEACH, FLORIDA 33064

PROPOSED SITE PLAN

LEARNING PLACE IV

5201 MILITARY TRAIL

CHARLES PUTMAN & ASSOCIATES, INC.

PLANNING | ZONING | PERMITTING

821 NW 53rd Street, Suite 125
Boca Raton, Florida 33487
PH: 561.994.4411 FAX: 561.994.0447

SP-01

MASTER SITE PLAN

SCALE: 1" = 20'

1
SP-01

LEGAL DESCRIPTION

LANDS SITUATE IN THE CITY OF BOCA RATON, FLORIDA, AND CONTAINS 47 ACRES, MORE OR LESS.

LEGAL DESCRIPTION



SITE DATA

OWNER
Archdiocese of Miami
1001 Brickell Avenue
Miami, Florida 33131

PROJECT
5201 Military Trail
Deerfield Beach, Florida

PROJECT NO.
PNC-45-42-10-07-0010

ZONING DESIGNATION
R-100

LAND USE DESIGNATION
Community Facilities

TOTAL AREA OF SITE PLAN
107,583 SF (2.47 AC)

MAXIMUM PROJECT HEIGHT
35' (5' max)

PROPOSED FLOOR ELEVATION
14.5' MGD

ADJACENT AREAS
13,000 SF

OFFICE SPACE
59,440 SF (55.2%)

PERMANENT
107,583 SF (100%)

PARKING DATA
PARKING REQUIRED
1/acre 10 spaces + 230 students

TOTAL PARKING REQUIRED
23 SPACES

PARKING PROVIDED
53 SPACES

HANDICAP SPACES PROVIDED
2 SPACES

TOTAL PARKING PROVIDED
55 SPACES

NET PARKING REQUIRED
9 SPACES

NET PARKING PROVIDED
53 SPACES

STREETS

FRONT
211.18'

REAR
71.84'

LEFT
12.5'

RIGHT
12.5'

STREET
64.41'

STREET
83.25'

STREET
83.25'

STREET
83.25'

STREET
83.25'

STREET
83.25'

STREET
83.25'

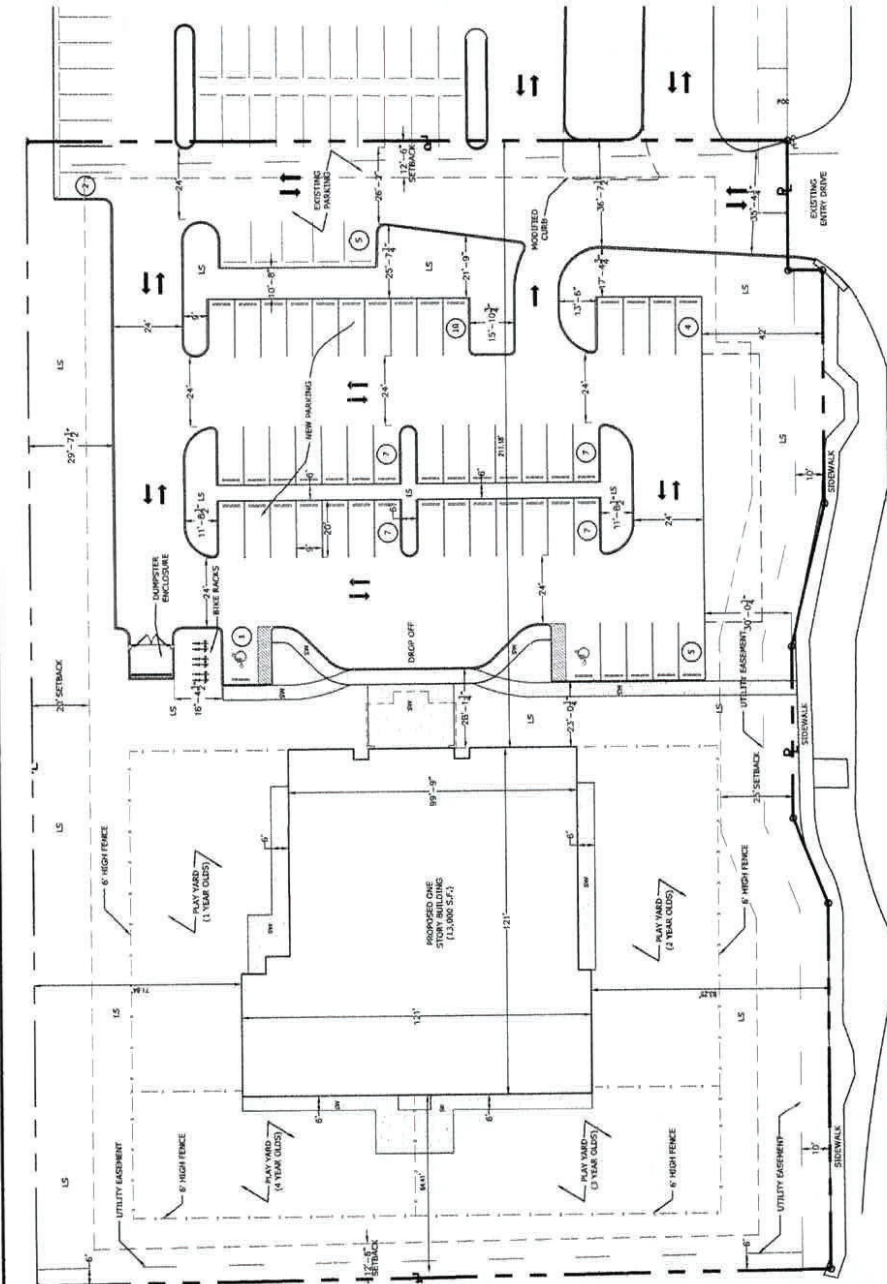
STREET
83.25'

STREET
83.25'

STREET
83.25'

STREET
83.25'

STREET
83.25'



MILITARY TRAIL

LEGAL DESCRIPTION

LANDS SITUATE IN THE CITY OF BOCA RATON, FLORIDA, AND CONTAINS 47 ACRES, MORE OR LESS.

LEGAL DESCRIPTION

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LEGAL DESCRIPTION

LANDS SITUATE IN THE CITY OF BOCA RATON, FLORIDA, AND CONTAINS 47 ACRES, MORE OR LESS.



Adjacent Land Uses

5201 Military Trail.

Charles Putman & Associates, Inc.

Land Planning Services

PLANNING - ZONING - PERMITTING

↑ NORTH
EXHIBIT 3

PRJ NO	
PRJ NAME	
EE	
DATE	08-03-23
REV	



A photograph of a modern, single-story building with a dark, gabled roof and large windows. The building is surrounded by greenery and a blue sky with clouds. A person is visible near the entrance.

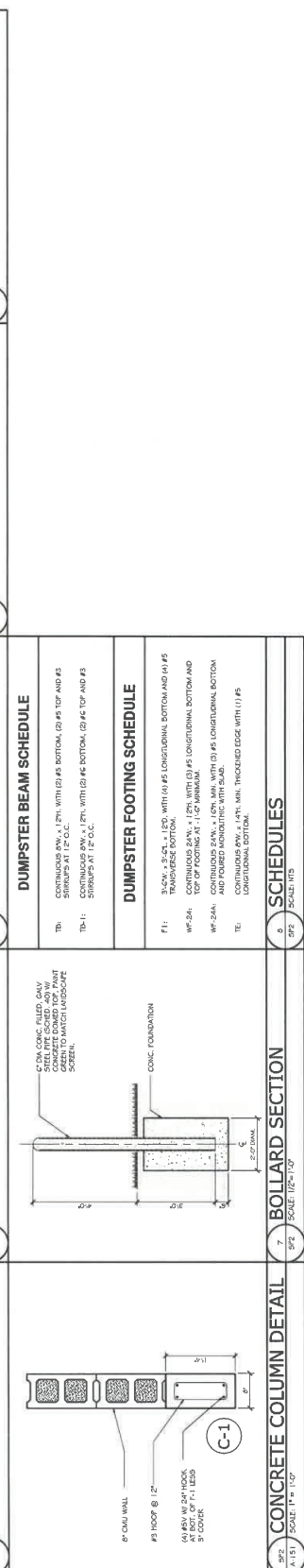
DRAWING INDEX	
SHEET	DESCRIPTION
CS	COVER SHEET
GS	SURVEY
SP1	SITE PLAN
SP2	SITE DETAILS
A1	FLOOR PLAN
A2	ROOF PLAN
A3	ELEVATIONS
TR-1	TREE REMOVAL PLAN
LP-1	LANDSCAPE PLAN
LP-2	LANDSCAPE DETAILS AND SPECIFICATIONS
IR-1	IRRIGATION PLAN
PH1	PHOTOMETRIC PLAN
PH2	PHOTOMETRIC DETAILS & SCHEDULES



DEVELOPER
SCOTT FREELAND
10855 CANYON BAY LANE
BOYNTON BEACH, FLORIDA 33473
TEL (561) 445-3305

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[illegible]



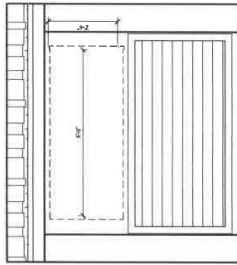




REV	BY

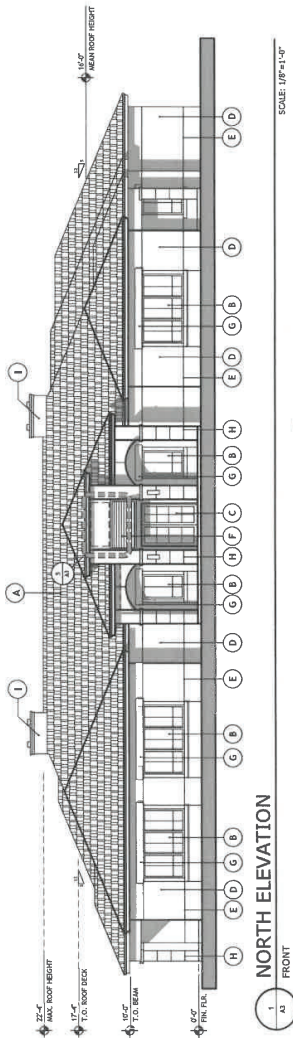
ELEVATIONS SHEET A3 JOB NO. 103212
--

- MATERIALS LEGEND**
- A SHINGLE ROOF
 - B IMPACT RATED WINDOWS
 - C IMPACT RATED DOORS
 - D SMOOTH STUCCO FINISH
 - E SCORELINE
 - F BAHAMA SHUTTER
 - G STUCCO BAND
 - H 3/4" REGLET
 - I DECORATIVE CHIMNEY
 - J DRINKING FOUNTAINS



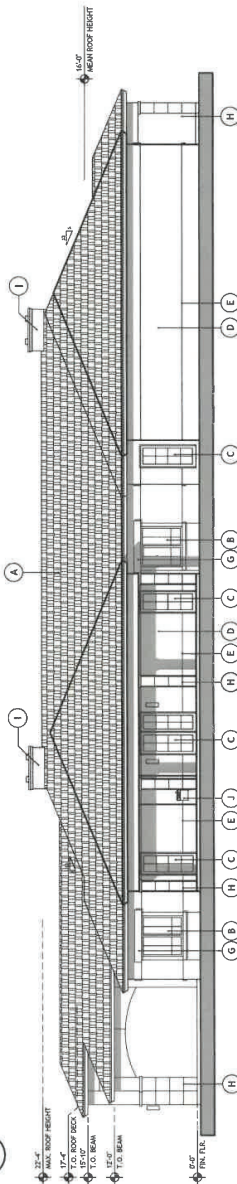
SIGNAGE

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



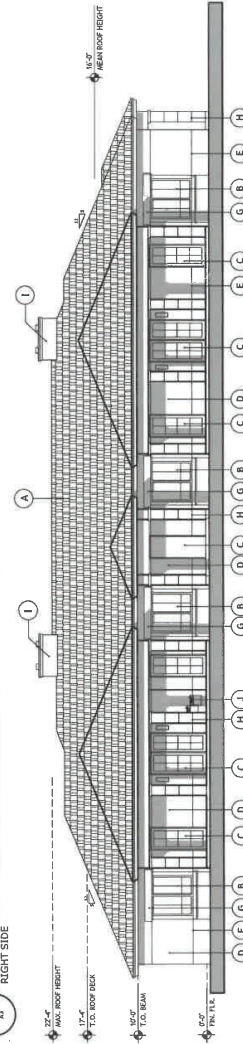
NORTH ELEVATION
FRONT

SCALE: 1/8"=1'-0"



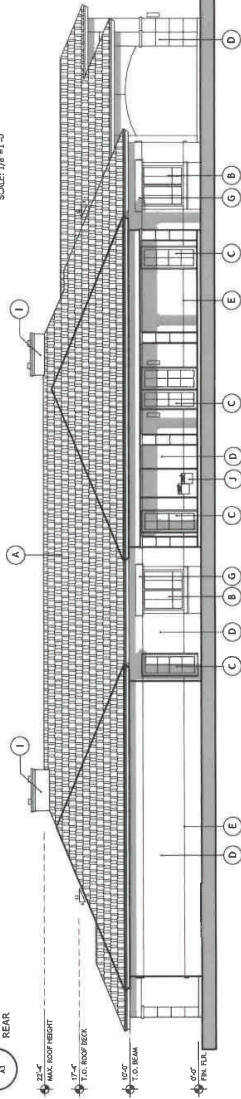
EAST ELEVATION
RIGHT SIDE

SCALE: 1/8"=1'-0"



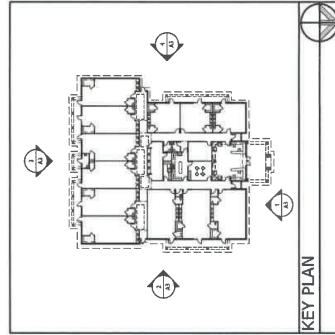
SOUTH ELEVATION
REAR

SCALE: 1/8"=1'-0"



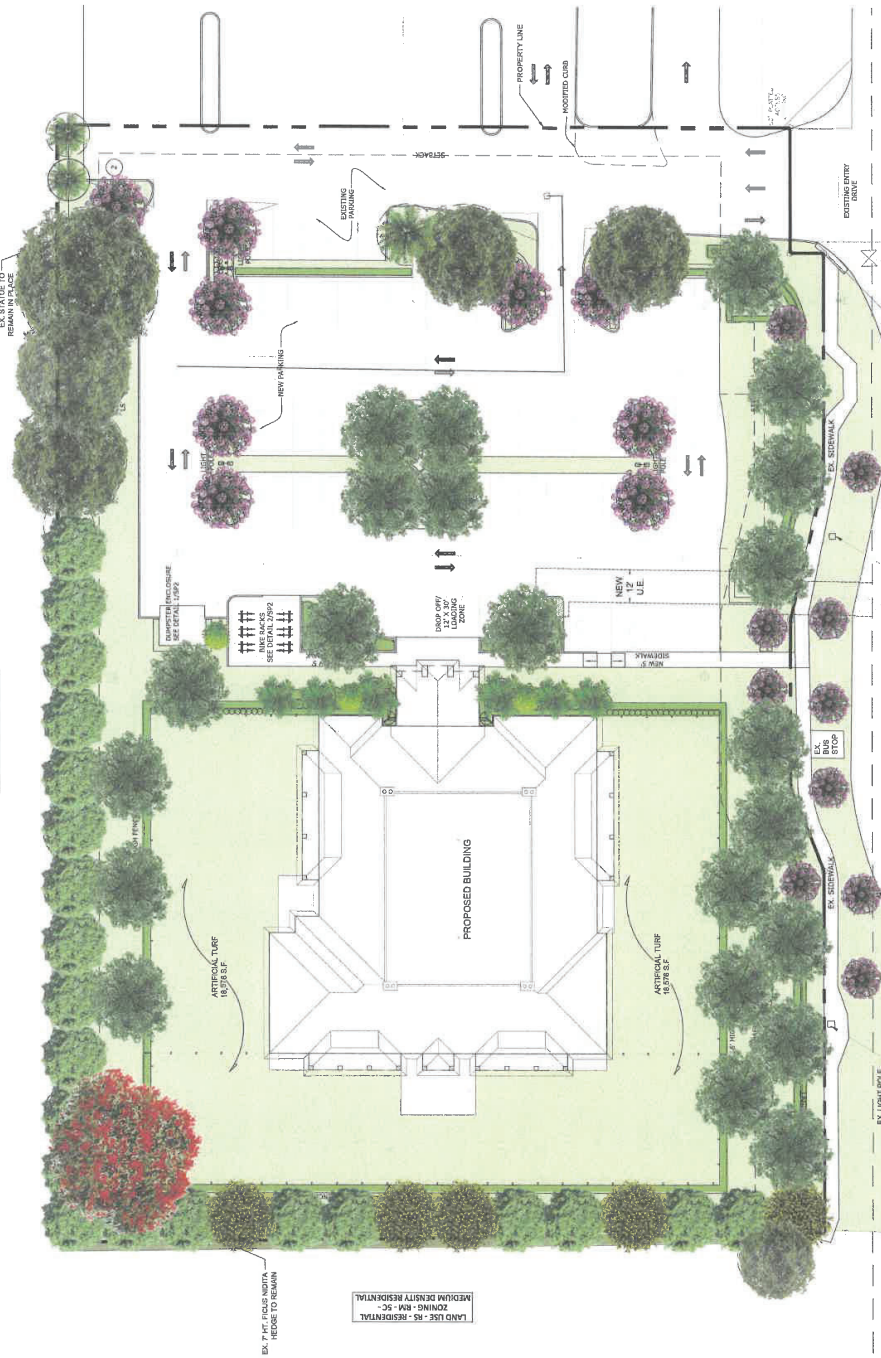
WEST ELEVATION
LEFT SIDE

SCALE: 1/8"=1'-0"



KEY PLAN

LAND USE - RS - RESIDENTIAL
ZONING - RM - SC -
MEDIUM DENSITY RESIDENTIAL



LAND USE - RS - RESIDENTIAL
ZONING - RM - SC -
MEDIUM DENSITY RESIDENTIAL

EX 7' FT. FENCE NOT A
HEDGE TO REMAIN

PROJECT
LEARNING PLACE IV
DEERFIELD BEACH, FL

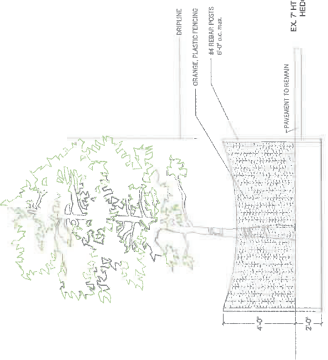
TITLE
RENDERED LANDSCAPE PLAN

PROJ. NO.	
FILE NAME	
DRAWN	BB
DATE	03-25-24
REV.	

MILITARY TRAIL

LAND USE - RM - SC - MEDIUM
DENSITY RESIDENTIAL
ZONING - RM - SC

LAND USE - RM-SC-RESIDENTIAL
ZONING - RM-SC-RESIDENTIAL
MEDIUM DENSITY RESIDENTIAL



PLACE GRASS, PLANTING, TREES, OR OTHER APPROVED PLANTS AROUND THE TREE AND THE PLANTS TO BE PLANTED IN THE TREE CANOPY. THE PLANTS TO BE PLANTED IN THE TREE CANOPY SHALL BE PLANTED IN THE TREE CANOPY. THE PLANTS TO BE PLANTED IN THE TREE CANOPY SHALL BE PLANTED IN THE TREE CANOPY.

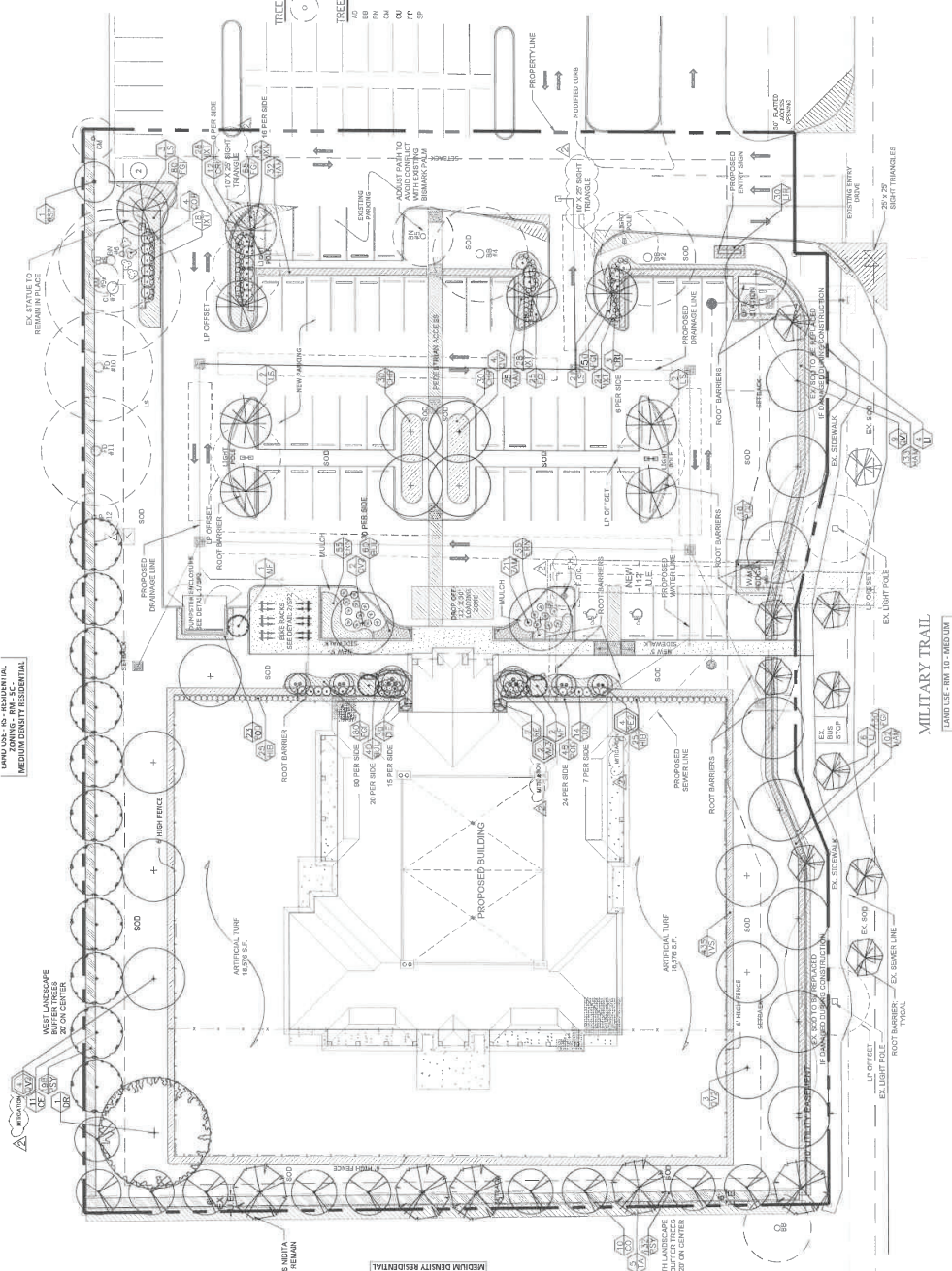
TREE PROTECTION DETAIL

ALL TREES SHALL BE PROTECTED FROM DAMAGE BY ANY MEANS OF TRAFFIC DURING CONSTRUCTION. THE PROTECTION SHALL BE INSTALLED PRIOR TO THE START OF CONSTRUCTION AND SHALL REMAIN IN PLACE UNTIL THE END OF CONSTRUCTION.

PLANT LIST

SYMBOL	NAME	HEIGHT	WIDTH	PLANT AND SPECIFICATION
N	11	14'-18' Ht.	6' W.	Georgiana cypripedium (Queen Palm)
N	12	14'-18' Ht.	6' W.	Georgiana cypripedium (Queen Palm)
N	13	14'-18' Ht.	6' W.	Georgiana cypripedium (Queen Palm)
N	14	14'-18' Ht.	6' W.	Georgiana cypripedium (Queen Palm)
N	15	14'-18' Ht.	6' W.	Georgiana cypripedium (Queen Palm)
N	16	14'-18' Ht.	6' W.	Georgiana cypripedium (Queen Palm)
N	17	14'-18' Ht.	6' W.	Georgiana cypripedium (Queen Palm)
N	18	14'-18' Ht.	6' W.	Georgiana cypripedium (Queen Palm)
N	19	14'-18' Ht.	6' W.	Georgiana cypripedium (Queen Palm)
N	20	14'-18' Ht.	6' W.	Georgiana cypripedium (Queen Palm)
N	21	14'-18' Ht.	6' W.	Georgiana cypripedium (Queen Palm)
N	22	14'-18' Ht.	6' W.	Georgiana cypripedium (Queen Palm)
N	23	14'-18' Ht.	6' W.	Georgiana cypripedium (Queen Palm)
N	24	14'-18' Ht.	6' W.	Georgiana cypripedium (Queen Palm)
N	25	14'-18' Ht.	6' W.	Georgiana cypripedium (Queen Palm)
N	26	14'-18' Ht.	6' W.	Georgiana cypripedium (Queen Palm)
N	27	14'-18' Ht.	6' W.	Georgiana cypripedium (Queen Palm)
N	28	14'-18' Ht.	6' W.	Georgiana cypripedium (Queen Palm)
N	29	14'-18' Ht.	6' W.	Georgiana cypripedium (Queen Palm)
N	30	14'-18' Ht.	6' W.	Georgiana cypripedium (Queen Palm)
N	31	14'-18' Ht.	6' W.	Georgiana cypripedium (Queen Palm)
N	32	14'-18' Ht.	6' W.	Georgiana cypripedium (Queen Palm)
N	33	14'-18' Ht.	6' W.	Georgiana cypripedium (Queen Palm)
N	34	14'-18' Ht.	6' W.	Georgiana cypripedium (Queen Palm)
N	35	14'-18' Ht.	6' W.	Georgiana cypripedium (Queen Palm)
N	36	14'-18' Ht.	6' W.	Georgiana cypripedium (Queen Palm)
N	37	14'-18' Ht.	6' W.	Georgiana cypripedium (Queen Palm)
N	38	14'-18' Ht.	6' W.	Georgiana cypripedium (Queen Palm)
N	39	14'-18' Ht.	6' W.	Georgiana cypripedium (Queen Palm)
N	40	14'-18' Ht.	6' W.	Georgiana cypripedium (Queen Palm)
N	41	14'-18' Ht.	6' W.	Georgiana cypripedium (Queen Palm)
N	42	14'-18' Ht.	6' W.	Georgiana cypripedium (Queen Palm)
N	43	14'-18' Ht.	6' W.	Georgiana cypripedium (Queen Palm)
N	44	14'-18' Ht.	6' W.	Georgiana cypripedium (Queen Palm)
N	45	14'-18' Ht.	6' W.	Georgiana cypripedium (Queen Palm)
N	46	14'-18' Ht.	6' W.	Georgiana cypripedium (Queen Palm)
N	47	14'-18' Ht.	6' W.	Georgiana cypripedium (Queen Palm)
N	48	14'-18' Ht.	6' W.	Georgiana cypripedium (Queen Palm)
N	49	14'-18' Ht.	6' W.	Georgiana cypripedium (Queen Palm)
N	50	14'-18' Ht.	6' W.	Georgiana cypripedium (Queen Palm)
N	51	14'-18' Ht.	6' W.	Georgiana cypripedium (Queen Palm)
N	52	14'-18' Ht.	6' W.	Georgiana cypripedium (Queen Palm)
N	53	14'-18' Ht.	6' W.	Georgiana cypripedium (Queen Palm)
N	54	14'-18' Ht.	6' W.	Georgiana cypripedium (Queen Palm)
N	55	14'-18' Ht.	6' W.	Georgiana cypripedium (Queen Palm)
N	56	14'-18' Ht.	6' W.	Georgiana cypripedium (Queen Palm)
N	57	14'-18' Ht.	6' W.	Georgiana cypripedium (Queen Palm)
N	58	14'-18' Ht.	6' W.	Georgiana cypripedium (Queen Palm)
N	59	14'-18' Ht.	6' W.	Georgiana cypripedium (Queen Palm)
N	60	14'-18' Ht.	6' W.	Georgiana cypripedium (Queen Palm)
N	61	14'-18' Ht.	6' W.	Georgiana cypripedium (Queen Palm)
N	62	14'-18' Ht.	6' W.	Georgiana cypripedium (Queen Palm)
N	63	14'-18' Ht.	6' W.	Georgiana cypripedium (Queen Palm)
N	64	14'-18' Ht.	6' W.	Georgiana cypripedium (Queen Palm)
N	65	14'-18' Ht.	6' W.	Georgiana cypripedium (Queen Palm)
N	66	14'-18' Ht.	6' W.	Georgiana cypripedium (Queen Palm)
N	67	14'-18' Ht.	6' W.	Georgiana cypripedium (Queen Palm)
N	68	14'-18' Ht.	6' W.	Georgiana cypripedium (Queen Palm)
N	69	14'-18' Ht.	6' W.	Georgiana cypripedium (Queen Palm)
N	70	14'-18' Ht.	6' W.	Georgiana cypripedium (Queen Palm)
N	71	14'-18' Ht.	6' W.	Georgiana cypripedium (Queen Palm)
N	72	14'-18' Ht.	6' W.	Georgiana cypripedium (Queen Palm)
N	73	14'-18' Ht.	6' W.	Georgiana cypripedium (Queen Palm)
N	74	14'-18' Ht.	6' W.	Georgiana cypripedium (Queen Palm)
N	75	14'-18' Ht.	6' W.	Georgiana cypripedium (Queen Palm)
N	76	14'-18' Ht.	6' W.	Georgiana cypripedium (Queen Palm)
N	77	14'-18' Ht.	6' W.	Georgiana cypripedium (Queen Palm)
N	78	14'-18' Ht.	6' W.	Georgiana cypripedium (Queen Palm)
N	79	14'-18' Ht.	6' W.	Georgiana cypripedium (Queen Palm)
N	80	14'-18' Ht.	6' W.	Georgiana cypripedium (Queen Palm)
N	81	14'-18' Ht.	6' W.	Georgiana cypripedium (Queen Palm)
N	82	14'-18' Ht.	6' W.	Georgiana cypripedium (Queen Palm)
N	83	14'-18' Ht.	6' W.	Georgiana cypripedium (Queen Palm)
N	84	14'-18' Ht.	6' W.	Georgiana cypripedium (Queen Palm)
N	85	14'-18' Ht.	6' W.	Georgiana cypripedium (Queen Palm)
N	86	14'-18' Ht.	6' W.	Georgiana cypripedium (Queen Palm)
N	87	14'-18' Ht.	6' W.	Georgiana cypripedium (Queen Palm)
N	88	14'-18' Ht.	6' W.	Georgiana cypripedium (Queen Palm)
N	89	14'-18' Ht.	6' W.	Georgiana cypripedium (Queen Palm)
N	90	14'-18' Ht.	6' W.	Georgiana cypripedium (Queen Palm)
N	91	14'-18' Ht.	6' W.	Georgiana cypripedium (Queen Palm)
N	92	14'-18' Ht.	6' W.	Georgiana cypripedium (Queen Palm)
N	93	14'-18' Ht.	6' W.	Georgiana cypripedium (Queen Palm)
N	94	14'-18' Ht.	6' W.	Georgiana cypripedium (Queen Palm)
N	95	14'-18' Ht.	6' W.	Georgiana cypripedium (Queen Palm)
N	96	14'-18' Ht.	6' W.	Georgiana cypripedium (Queen Palm)
N	97	14'-18' Ht.	6' W.	Georgiana cypripedium (Queen Palm)
N	98	14'-18' Ht.	6' W.	Georgiana cypripedium (Queen Palm)
N	99	14'-18' Ht.	6' W.	Georgiana cypripedium (Queen Palm)
N	100	14'-18' Ht.	6' W.	Georgiana cypripedium (Queen Palm)

CALL 18 HOURS BEFORE TO SEE THE LANDSCAPE ARCHITECT FOR THE LANDSCAPE ARCHITECT'S OFFICE.



LANDSCAPE CALCULATIONS

ITEM	QUANTITY	UNIT	PRICE	TOTAL
1. LANDSCAPE AREA	12,000	SQ. FT.	\$0.10	\$1,200.00
2. FERTILIZER	12,000	SQ. FT.	\$0.05	\$600.00
3. MULCH	12,000	SQ. FT.	\$0.05	\$600.00
4. PLANTING	12,000	SQ. FT.	\$0.05	\$600.00
5. IRRIGATION	12,000	SQ. FT.	\$0.05	\$600.00
6. TREES	12,000	SQ. FT.	\$0.05	\$600.00
7. SHRUBS	12,000	SQ. FT.	\$0.05	\$600.00
8. PLANTS	12,000	SQ. FT.	\$0.05	\$600.00
9. TOTAL	12,000	SQ. FT.	\$0.05	\$600.00

CITY OF DEERFIELD BEACH NOTES:

- ALL TREES PLANTED IN THIS PROJECT ARE REQUIRED TO BE PLANTED WITHIN THE CITY OF DEERFIELD BEACH.
- ALL TREES PLANTED IN THIS PROJECT ARE REQUIRED TO BE PLANTED WITHIN THE CITY OF DEERFIELD BEACH.
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- ALL TREES PLANTED IN THIS PROJECT ARE REQUIRED TO BE PLANTED WITHIN THE CITY OF DEERFIELD BEACH.

ROOT BARBER DETAIL

THE ROOT BARBER SHALL BE INSTALLED PRIOR TO THE START OF CONSTRUCTION AND SHALL REMAIN IN PLACE UNTIL THE END OF CONSTRUCTION.



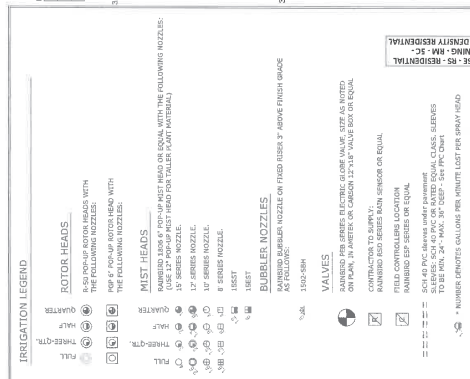
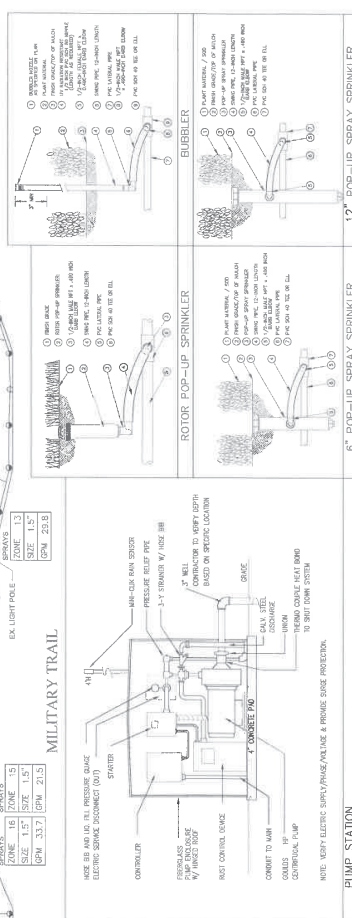
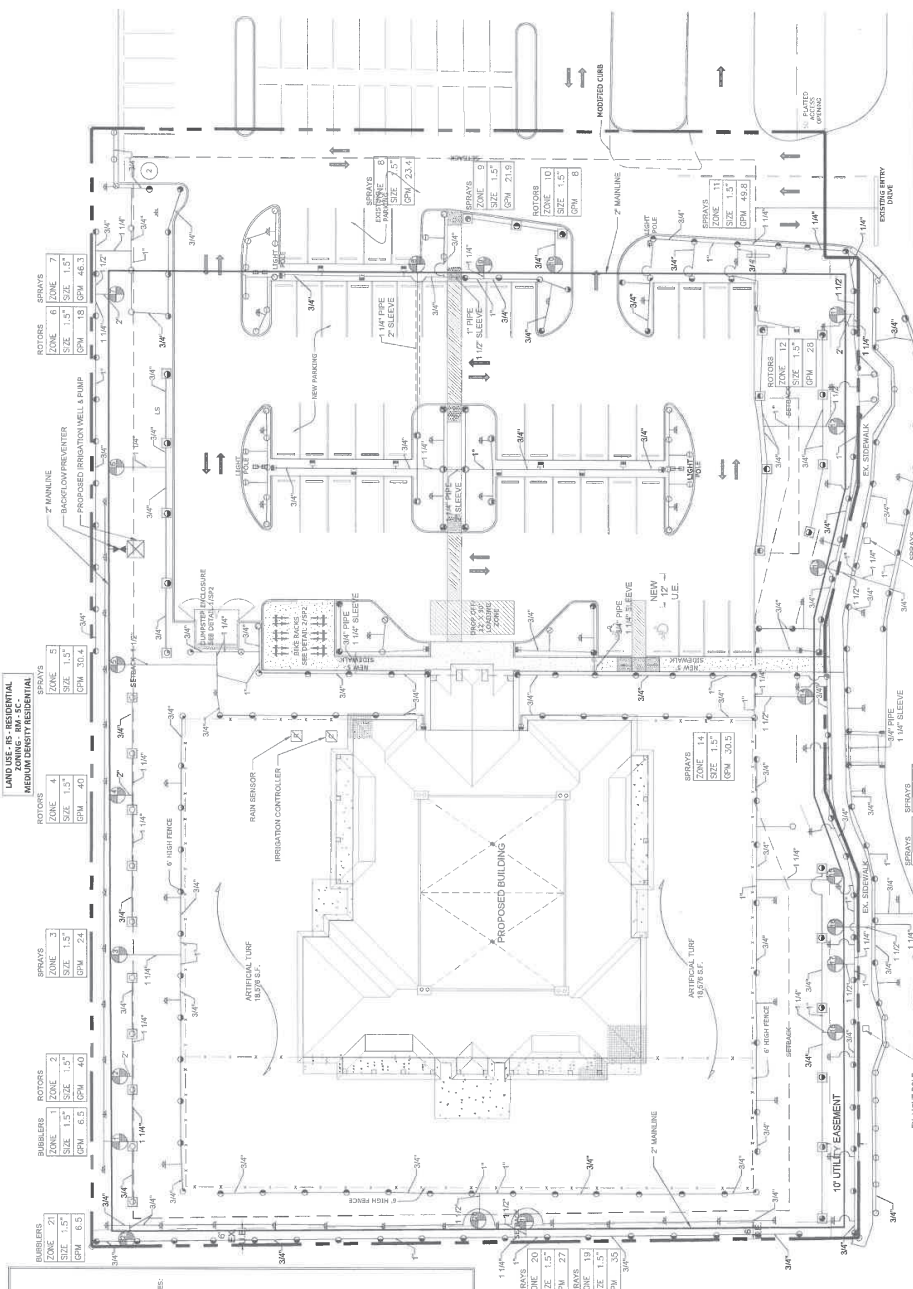
SCALE: 1"=20'-0"

PROJECT:
LEARNING PLACE IV
DEERFIELD BEACH, FL

TITLE:
HEAD LAYOUT
IRRIGATION PLAN

PROJ. NO.
FILE NAME
BB
DATE
REV
07-22-23
01-22-24
02-28-24 DRC COMMENTS

SHEET
IR-1
OF
1





Joeven M
Valenzuela

PHOTOMETRIC PLAN
1" = 20'-0"

Solidation Summary									
Project 1_P2_2023 LEXAMINE PLACE PT, WESTFIELD BEACH - RTT - 2023									
Lead	Load	Cap Type	Water	Avg	Min	AvgMin	MaxMin	Std 2	
PAC & WSP	SHIMBONE	SHIMBONE	Pc	1.21	0.28	3.10	0.59	0	
	FLAT YARD	SHIMBONE	Pc	0.96	0.45	0.0	0.0	0	
	FLAT YARD - INDEMNITAL	SHIMBONE	Pc	0.59	0.0	0.0	0.0	0.0	
PROPERTY LINE - METICAL	SHIMBONE	SHIMBONE	Pc	0.80	0.1	0.0	9.00	21.00	

[illegible]

TO THE BEST OF MY KNOWLEDGE THE PLANS AND SPECIFICATIONS COMPLY WITH THE APPLICABLE MINIMUM BUILDING CODES AS DETERMINED BY THE LOCAL AUTHORITY IN ACCORDANCE WITH THE 2020 FLORIDA BUILDING CODE, ALL AMENDMENTS AND SECTION 633 OF THE FLORIDA STATUTES.



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2024-303

Agenda Date: 7/9/2024

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, authorizing the use of Law Enforcement Trust Funds in the total amount of \$131,874.00 for programs meeting the statutory requirements of Section 932.7055, Florida Statutes, for use of Law Enforcement Trust Funds; providing for an effective date. (Funds from Account #601-3005-521-60-43 - Law Enforcement Trust Fund/Other Machinery & Equipment)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$131,874

Account Name: Law Enforcement Trust Fund/Other Machinery & Equipment

Account Number: 601-3005-521-60-43

Background/History

The BSO Deerfield Beach Police Athletic League Program (PAL) has provided important outreach, engagement, and a safe haven for our community's youth. The PAL has provided coaching, mentoring, and after-school activities and athletics, including a boxing program. LETF provides a vital funding source to support and allow these important programs to flourish. The District's Real Time Crime Center (OTIC) provides important real-time response to criminal and other public safety related activities.

Current Activity

Request for allocation of LETF funding to support the remaining 2023/2024 fiscal year and the upcoming 2024/2025 fiscal year needs for the PAL Program and additional OTIC safety cameras.

Recommendation

Commission approval is recommended.

RESOLUTION NO. 2024/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AUTHORIZING THE USE OF LAW ENFORCEMENT TRUST FUNDS IN THE TOTAL AMOUNT OF \$131,874.00 FOR PROGRAMS MEETING THE STATUTORY REQUIREMENTS OF SECTION 932.7055, FLORIDA STATUTES, FOR USE OF LAW ENFORCEMENT TRUST FUNDS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Broward Sheriff's Office, Deerfield Beach District 10 ("BSO") has requested authorization from the City of Deerfield Beach (the "City") for the use of Law Enforcement Trust Funds ("LETf") for a donation to the Police Athletic League ("PAL") and to acquire security cameras to enhance the network of security cameras throughout the City, as more fully set forth in the memorandum, attached as Exhibit "A," from BSO Captain Adam Hofstein who serves as the Chief of Police for the City (the "Memo"); and

WHEREAS, the Chief of Police recommends the expenditure of \$116,490.00 in LETf to support the PAL programming and equipment, and \$15,384.00 in LETf acquire security cameras to enhance the network of security cameras throughout the City (the "Security Cameras"), as outlined in the Memo, (the "Expenditure"); and

WHEREAS, the Chief of Police certifies that the Expenditure of \$116,490.00 in LETf to support the PAL programs and \$15,384.00 in LETf to acquire the Security Cameras complies with Florida State Statute Section 932.7055 in that the funds will be used for an appropriate law enforcement purpose; and

WHEREAS, the Chief of Police certifies that the Expenditure of \$116,490.00 in LETf to support the PAL programs and \$15,384.00 in LETf to acquire the Security Cameras complies with Florida State Statute Section 932.7055 in that the funds are not being used as a normal source of revenue to meet the normal operating expenses of BSO; and

WHEREAS, based upon the request and certification by the Chief of Police, the City Commission finds that it is in the best interest of the citizens and residents of the City of Deerfield Beach to approve the Expenditure of \$131,874.00 in LETf to support PAL and to acquire the Security Cameras for the enhancement of public safety within 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 authorizes the Expenditure of \$116,490.00 in LETf to support PAL programming and equipment as more fully set forth in the Memo, attached as Exhibit "A."

Section 3. The City Commission hereby authorizes the Expenditure of \$15,384.00 in LETF to acquire the Security Cameras, as more fully set forth in the Memo, attached as Exhibit “A.”

Section 4. The appropriate City officials are authorized to do all things necessary to carry out the aims of this Resolution, including appropriating legally available LETF funds to effectuate the Expenditure.

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2024.

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK



Date: June 26th, 2024

To: Mr. Dave Santucci
City of Deerfield Beach, City Manager

Via: Director Rodney Brimlow
City of Deerfield Beach, Department of Public Safety

From: Captain Adam Hofstein
Broward Sheriff's Office, Deerfield Beach District Chief

Subject: Law Enforcement Trust Fund (LETf) request

This is a funding request for \$131,874 to be distributed as \$116,490 for PAL (Police Athletic League) funding, and \$15,384 for safety cameras. PAL funding includes the equipment, event costs, infrastructure, contractor salaries, etc. that support community-based program. For decades, the BSO Deerfield Beach PAL program continuously makes a significant positive impact and provides a vital resource for engagement between law enforcement and hundreds of adolescents within our city's community. The PAL facility and programming also provides a vital diversion as an alternative to the contemporary distractions and risks facing adolescents today.

Another component of PAL program is our Deerfield Beach District's Explorer program. The Explorer program provides an opportunity for motivated adolescents who are interested in a future law enforcement career. This includes a para-military training environment, where they learn the fundamentals of public service, discipline, and public safety operations. During the onset of COVID, and subsequent years, the program was forced to minimize operations and only recently, have we been able to successfully revive the program here in Deerfield Beach. Through the hard work and efforts of our dedicated BSO Deerfield Beach District staff, the program has been fully revived with excellent enrollment and results.

This includes the participation of our Explorers at local, state, and national Explorer program competitions. These are great opportunities and motivators for the Explorers, and they also present venues where we can represent our agency and the city of Deerfield Beach in a very positive light. Our team has already represented us very well, recently receiving several team and individual awards due to their hard work and dedication. The PAL and Explorer programs currently provide service to, and support over 100 children within our community.

Additionally, this LETF allocation provides us with the opportunity to enhance our network of public safety cameras throughout the city of Deerfield Beach. These cameras are directly linked to our district's Real time Crime Center ("OTIC" – Operational & Tactical Information Center). These cameras provide us with the ability to quickly respond to real-time criminal and other public-safety concerns.

Projected PAL funding needs for remainder of FY 23/24:

- \$2,000 - PAL Summer Tutor program.
- \$1,500 - Summer travel for boxing program.
- \$4,000 - National AAU Track and Field Championship in North Carolina.
- \$6,490 - Florida Association of Police Explorers 2024 State Conference.
- \$1,500 - Explorer firearm training and safety.

Projected PAL funding needs for FY 24/25:

- \$20,000 - Replace 30+ year-old carpet and install rubberized flooring system throughout the entire PAL gym for safety and sanitary needs.
- \$5,000 - Replace training equipment that includes worn bags, gloves, and other ancillary boxing equipment.
- \$15,000 - Sanctioned boxing matches/travel/registration/fees.
- \$12,000 - Track and Field expenses through summer 2025.
- \$15,000 - Reinstate DJ Program with professional DJ instructor.
- \$5,000 – Middle/High School athletic team partnership/mentoring.
- \$25,000 - Coaching fees for track and field, boxing, and other programs.
- \$4,000 - Funding for FY 23/24 and FY 24/25 expenses and ancillary costs.
- **Total - \$ 116,490.00**

Projected OTIC funding needs for FY 23/24:

- \$3,485 – ICSRealtime Starlight camera (x4)
- **Total \$15,384.00**

The total LETF expenditures/transfer detailed herein will not exceed **\$132,000.00**

Pursuant to the Florida Contraband Forfeiture Act, I hereby certify that these expenditures are specifically in compliance with the provisions of Florida law, namely Florida State Statute Section 932.7055, which governs the allocation and use of such funds, including the distribution of funds to qualified and verified 501c3 organizations for specified purposes. I further certify that this request is consistent with the contractual agreement for law enforcement services between BSO and the 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. 2024-352

Agenda Date: 7/9/2024

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an appropriation of CDBG-CV grant funds in the amount of \$49,579.00 into the Disaster Recovery Initiative Grant Fund Account No. 1851702 for programming implementation in fiscal year 2024, as set forth in the attached Exhibit "A"; providing for conflicts, implementation, and an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The Coronavirus Aid, Relief, and Economic Security Act (CARES Act) made available \$5 billion in Community Development Block Grant coronavirus response (CDBG-CV) funds to prevent, prepare for, and respond to coronavirus to the Department of Economic Opportunity (DEO) as a grantee agency for the State of Florida. DEO distributed CDBG-CV funds to the City of Deerfield Beach as a subrecipient for \$244,579.00.

Current Activity

Effective February 14, 2023, the City of Deerfield Beach entered into an agreement with the Florida Department of Commerce (formally known as the Florida Department of Economic Opportunity or DEO) for a Community Development Block Grant - Coronavirus (CDBG-DV). The CDBG-DV funding and award is \$244,579.00. The term of the agreement began March 1, 2022, and ended on September 30, 2023, to implement the Ready2Work Rapid Credentialing, Senior Technology, Elderly Food Programs, and program administration. Project implementation was delayed due to a pending Environmental Review Clearance from the Florida Department of Commerce. Pursuant to the grant guidelines, the City could not begin project implementation until clearance was approved by the Florida Department of Commerce. The untimely environmental review clearance was granted mid-year 2023. Due to the late approval, the City required additional time to implement the approved programs. At this juncture, none of the program funds were expended.

Pursuant to Resolution 2023/174, the City and the Florida Department of Commerce extended the initial grant agreement to September 30, 2024, providing the City with the necessary time to fulfill the agreement.

During FY 2022/2023, funding of \$244,579.00 was budgeted for implementation. The FY 2023/2024 included \$195,000.00 of the CDBG-DV funding, which did not include the \$49,529.00 earmarked for senior technology, senior food program, and remaining administrative costs. A request is being made

to appropriate the remaining unexpended balance of \$49,529.00. The appropriation will allow funds to be placed in the appropriate line item for expenditure in anticipation of the State's September 30, 2024 expiration date. Providing for the carry-forward appropriation will allow staff to utilize the funds for the purpose initially outlined in the respective grant agreement and budget. Approving the appropriation request will ensure the efficient use of grant funds and allow the City to complete the approved projects successfully.

The table below expresses the action required to ensure efficient funding for expenditure purposes.

CDBG-CV Carry Forward Budget Summary Detail Table

Disaster Rec Init Grant Fund - 1851702			
Expenditures	Total Original Budget (In FY 2022/2023 budget & already carryforward to FY2023/2024)	Budget Amendment (included in FY 2023/2024 budget and not carry forward previously)	Amended Budget (total appropriation from FY2022/2023, that will be spent by 9/30/24)
5643299 - Food Program	\$0.00	\$10,012.68	\$10,012.68
5643299 - Eco Dev Rapid Credentialing Program	\$185,000.00	\$0.00	\$185,000.00
5643003 - Senior Technology	\$0.00	\$30,000.00	\$30,000.00
5548019 - Program Administration	\$10,000.00	\$9,566.32	\$19,566.32
Total Expenditures:	\$195,000.00	\$49,579.00	\$244,579.00

Recommendation

It is recommended that the City Commission authorize the carry-forward appropriation of \$49,579 in Community Development Block Grant coronavirus response funds to the FY2023/2024 Budget.

RESOLUTION NO. 2024/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING AN APPROPRIATION OF CDBG-CV GRANT FUNDS IN THE AMOUNT OF \$49,579.00 INTO THE DISASTER RECOVERY INITIATIVE GRANT FUND ACCOUNT NO. 1851702 FOR PROGRAMMING IMPLEMENTATION IN FISCAL YEAR 2024, AS SET FORTH IN THE ATTACHED EXHIBIT “A”; PROVIDING FOR CONFLICTS, IMPLEMENTATION, AND AN EFFECTIVE DATE

WHEREAS, the Coronavirus Aid, Relief, and Economic Security Act (“Cares Act”) made available \$5 billion in Community Block Grant coronavirus response funds (CDBG-CV”) to prevent, prepare for, and respond to the coronavirus to the Department of Economic Opportunity (“DEO”), as a grantee agency for the State of Florida; and

WHEREAS, pursuant to Resolution No. 2021/023, the City Commission approved the submission of an application to the Department of Economic Opportunity (“DEO”) for the City’s CDBG-CV allocation in the amount of \$244,579.00 (the “Grant”) to fund the Ready2Work Rapid Credentialing Program, Senior Technology Program, Food Program, and Program Administrative Costs (collectively, the “Assistance Programs Project”); and

WHEREAS, effective February 14, 2023, the City entered into an agreement with the Florida Department of Commerce (formerly known as DEO) to receive the CDBG-CV funding (the “Grant Agreement”); and

WHEREAS, the Assistance Programs Project was delayed due to pending environmental review clearance from the Florida Department of Commerce; and

WHEREAS, due to the delay, the City and the Florida Department of Commerce amended the Grant Agreement to extend the program term to September 30, 2024, and at that time none of the program funds were expended; and

WHEREAS, for implementation purposes, the \$244,579.00 in Grant funds was placed in the Fiscal Year 2022/2023 budget, however, due to the delay, the grant funding was carried forward and the Fiscal Year 2023/2024 rollover for the CDBG-CV program included \$195,000.00, and excluded \$49,579.00 that was earmarked for senior technology, senior food program, and remaining administrative costs; and

WHEREAS, in order to encumber the remaining CDBG-CV funding, it is necessary to appropriate the remaining funding in the amount of \$49,579.00 into the Fiscal Year 2024 budget Disaster Recovery Initiative Grant Fund (the “CDBG-CV Grant Fund Appropriation”) in order to expend the funds under the Program by September 30, 2024.

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 CDBG-CV Grant Fund Appropriation in the amount of \$49,579.00, as reflected in the attached “Exhibit “A”, which is hereby incorporated into this Resolution, is hereby approved.

Section 3. The City Manager and appropriate City officials are authorized to take all necessary actions to implement the CDBG-CV Grant Fund Appropriation in the amount of \$49,579.00, including but not limited to processing any required amendment to the FY 2024 Budget for the City Commission’s consideration that is necessary to effectuate the CDBG-CV Grant Fund Appropriation.

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2024.

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

EXHIBIT "A"

CDBG-CV Grant Fund Appropriation Budget Summary Detail Table

Disaster Rec Init Grant Fund - 1851702			
Expenditures	Total Original Budget (In FY 2022/2023 budget & already carryforward to FY2023/2024)	Budget Amendment (included in FY 2023/2024 budget and not carry forward previously)	Amended Budget (total appropriation from FY2022/2023, that will be spent by 9/30/24)
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Total Expenditures:	\$195,000.00	\$49,579.00	\$244,579.00

Subgrant Contract Number: 22CV-E10
FLAIR Contract Number: H2467
CFDA Number: 14.228

State of Florida Department of Economic Opportunity

Federally-Funded Community Development Block Grant CARES (CDBG-CV) Subgrant Agreement

THIS AGREEMENT is entered into by the State of Florida, Department of Economic Opportunity, (hereinafter referred to as “DEO”), and the City of Deerfield Beach, Florida hereinafter referred to as the “Recipient” (each individually a “Party” and collectively “the Parties”).

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

WHEREAS, the Coronavirus Aid, Relief, and Economic Security Act (Pub. L. 116–136) (CARES Act) makes available \$5 billion in Community Development Block Grant coronavirus response (CDBG–CV) funds to prevent, prepare for, and respond to coronavirus.

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) administers the Community Development Block Grant (CDBG) Program and CDBG-CV Program at the Federal level and distributes grant funds to the states. The State of Florida has received CDBG-CV grant funds from HUD.

WHEREAS, DEO is the CDBG-CV grantee agency for the State of Florida, designated to receive funds annually for program purposes. As such, DEO is authorized to distribute CDBG-CV funds to the Recipient so that the Recipient may develop and preserve affordable housing, provide services to communities, and create and retain jobs.

WHEREAS, pursuant to the requirements of Title 2, Code of Federal Regulations (C.F.R.), part 200 and 24 C.F.R. § 570, the Recipient is qualified and eligible to receive these federal grant funds in order to provide the services identified herein.

NOW THEREFORE, DEO and the Recipient agree to the following:

(1) Scope of Work.

The Scope of Work for this Agreement includes Attachment A, Project Description and Deliverables and Part 4 and Appendix A from Part 9 of the Recipient’s Florida CDBG-CV Application for Funding submitted by the Recipient on November 1, 2021.

(2) Incorporation of Laws, Rules, Regulations, and Policies.

The Recipient agrees to abide by all applicable State and Federal laws, rules, and regulations, as now in effect and as may be amended from time to time, including but not necessarily limited to, the Federal laws and regulations set forth at 24 C.F.R. part 570 subpart I (the State Community Development Block Grant Program) and 24 C.F.R. part 58 (Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities) and chapter 73C-23.0081(2), Florida Administrative Code (F.A.C.), Effective: May 27, 2018.

(3) Period of Agreement.

This Agreement begins on March 1, 2022, (the “Effective Date”) and ends on September 30, 2023 (the “Expiration Date”), unless otherwise terminated as provided in this Agreement (the “Termination Date”). The period of time between the Effective Date and the Expiration Date or Termination Date is the “Agreement Period.”

(4) Modification of Agreement.

(a) Modifications to this Agreement shall be valid only when executed in writing by the Parties. Any modification request by the Recipient constitutes a request to negotiate the terms of this Agreement and DEO may accept or reject any proposed modification based on DEO's determination, and in its sole discretion, that any such acceptance or rejection is in the State's best interest.

(b) When requesting a modification, the Recipient shall electronically submit a cover letter signed by the Recipient's Chief Elected Official or by a duly-authorized Recipient's employee, officer, or board member, as evidenced by a written resolution or similar document. The letter must describe the need for the proposed changes and the effect that they will have on the project. If the modification requests a time extension, the letter must provide the justification for the extension. DEO shall not grant any extension of this Agreement unless the Recipient provides justification satisfactory to DEO in its sole discretion, and DEO's designee within the Division of Community Development approves such extension. The justification must document that project delays are due to events beyond the Recipient's control, and include a performance plan that demonstrates the Recipient's capacity to perform and complete the remaining project tasks within the extension period. DEO may take into consideration the Recipient's progress and verifiable achievements at DEO's sole and absolute discretion. Upon expiration or termination of this Agreement, the Recipient shall follow the Agreement Closeout Procedures set forth in Attachment H, Reports.

(5) Records.

(a) The Recipient's performance under this Agreement shall be subject to 2 C.F.R. part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as now in effect and as may be amended from time to time.

(b) Representatives of DEO, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability, or representatives of the Federal government and their duly authorized representatives shall have access to any of the Recipient's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

(c) The Recipient shall maintain books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by DEO under this Agreement.

(d) The Recipient will provide a financial and compliance audit to DEO, if applicable, and ensure that all related party transactions are disclosed to the auditor.

(e) The Recipient shall retain sufficient records on-site to show its compliance with the terms of this Agreement, and the compliance of all subrecipients, contractors, subcontractors, and consultants paid from funds under this Agreement, for a period of six years from the date DEO issues the Final Closeout (as defined in rule 73C-23.0031(14), F.A.C.) for this award or for a period of three years from the date that DEO closes out the CDBG-CV program year(s) from which the funds were awarded by the U.S. Department of Housing and Urban Development, whichever is later. The Recipient shall ensure that audit working papers are available upon request for a period of six years from the date of Final Closeout, unless extended in writing by DEO. The record retention period may be extended in the following circumstances:

1. If any litigation, claim or audit is started before the six-year period expires, and extends beyond the six-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
2. Records for the disposition of non-expendable personal property valued at \$5,000 or more at the time it is acquired shall be retained for six years after final disposition.
3. Records relating to real property acquired shall be retained for six years after the closing on the transfer of title.

(f) The Recipient shall maintain all records and supporting documentation for the Recipient and for all subrecipients, contractors, subcontractors, and consultants to be paid from funds provided under this Agreement,

including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Scope of Work and all other applicable laws and regulations.

(g) The Recipient shall comply with the following procedures:

1. Funds that are advanced to a Recipient pursuant to this Agreement (“Advanced Funds”) shall be maintained in a bank account solely for Advanced Funds. No other funds, whether provided under this Agreement or otherwise, may be maintained in the Advanced Funds account, and Advanced Funds shall not be maintained in any other account.

2. For all other funds provided under this Agreement, the Recipient shall either (i) maintain all such funds in a separate bank account solely for such funds, or (ii) the Recipient’s accounting system shall have sufficient internal controls to separately track the expenditure of all such funds. Regardless of whether the Recipient is operating under subsection (i) or subsection (ii), any Advanced Funds under this agreement shall be maintained in a separate bank account specifically for Advanced Funds.

3. There shall be no commingling of any funds provided under this Agreement with any other funds, projects, or programs. “Commingling” of funds is distinguishable from “blending” of funds, which is specifically allowed by law. DEO may, in its sole discretion, disallow costs made with commingled funds and require reimbursement for such costs as described herein, in Subparagraph (19)(e), Repayments of this Agreement.

(h) The Recipient, its employees or agents, including all subrecipients, contractors, subcontractors, and consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to representatives of DEO, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability, or representatives of the Federal government and their duly authorized representatives. “Reasonable” shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday.

(i) The Recipient shall include the aforementioned audit and record keeping requirements in all approved subrecipient subcontracts and assignments.

(6) Audit Requirements.

(a) The Recipient shall conduct a single or program-specific audit in accordance with the provisions of 2 C.F.R. part 200 if it expends \$750,000 or more in Federal awards from all sources during its fiscal year.

(b) The requirements listed in Attachment J, Part II: State Funded, are not applicable to this subgrant agreement, which is a Federal pass-through award.

(c) Within 60 calendar days of the close of the fiscal year, on an annual basis, the Recipient shall electronically submit a completed Audit Compliance Certification, a blank version of which is attached hereto as Attachment K, to audit@deo.myflorida.com. The Recipient’s timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement within all agreements (e.g., contracts, grants, memorandums of understanding, memorandums of agreement, economic incentive award agreements, etc.) between DEO and the Recipient. This form is in addition to the Audit Certification Memo, Form CV-47, that must be sent to DEO if an audit is not required because the local government spent less than \$750,000 in Federal funds during the fiscal year.

(d) In addition to the submission requirements listed in Attachment J, the Recipient should send an electronic copy of its audit report or an Audit Certification Memo, Form CV-47, by June 30 following the end of each fiscal year in which it had an open CDBG-CV subgrant to the grant manager listed in Paragraph (14) Notice and Contact. The forms referenced in this Agreement are available online at www.FloridaJobs.org/CDBGRecipientInfo or upon request from the grant manager listed in Paragraph (14) Notice and Contact.

(7) Reports.

The Recipient shall provide DEO with all reports and information as set forth in Attachment H. The quarterly and administrative closeout reports must include the current status and progress by the Recipient and all subrecipients and subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement.

The Recipient shall provide any additional program updates or information upon request by DEO. If all required reports and copies are not sent to DEO or are not completed in a manner acceptable to DEO, payments may be withheld until the reports are properly completed, or DEO may take other action as stated in Paragraph (11) Remedies or otherwise allowable by law.

(8) Monitoring.

(a) The Recipient shall monitor its performance under this Agreement, including the performance of any subrecipients, subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that the project activities are being accomplished within the specified time periods included in Attachment C - Activity Work Plan and that other performance goals are being achieved. The Recipient shall perform a review for each function or activity in Attachment A - Project Description and Deliverables, Attachment B – Project Detail Budget, and Attachment C - Activity Work Plan, and shall include the results in the quarterly report.

(b) In addition to reviews of audits conducted in accordance with Paragraph (6) Audit Requirements, monitoring procedures may include, but are not limited to, on-site visits by DEO staff and limited scope audits. The Recipient shall comply and cooperate with any monitoring deemed appropriate by DEO. If DEO determines a limited scope audit of the Recipient is appropriate, the Recipient shall comply with any additional instructions provided by DEO to the Recipient regarding such audit. The Recipient shall comply and cooperate with any inspections, reviews, investigations, audits, or hearings deemed necessary by HUD, the Comptroller General of the United States, the Florida Chief Financial Officer, or Auditor General, in accordance with section 20.055(5), Florida Statutes (F.S.), or any Federal Office of the Inspector General.

(c) DEO shall monitor the Recipient's performance through desk monitorings and on-site monitoring visits. The Recipient shall always and contemporaneously maintain at Recipient's work sites and make available to DEO immediately upon DEO's request all Subgrant's records and documentation, including but not limited to: all Recipient's consultants' work products produced in contemplation of this Agreement for Recipient's Application and pertinent to this Agreement and its implementation. The Recipient shall supply data and make records available as necessary for DEO staff to complete an accurate evaluation of contracted activities. DEO will issue a monitoring report to the Recipient after each monitoring event. The Recipient shall reply in writing to any monitoring findings or concerns that require a response within 45 days of its receipt of DEO's monitoring report. DEO will clear any findings or concerns in writing once the Recipient has successfully addressed them. DEO will reject a Recipient's financial reimbursement request if a required response to a monitoring report is late.

(9) Liability.

(a) If the Recipient is a state agency or subdivision, as defined in section 768.28(2), F.S., pursuant to section 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability for the other Party for the other Party's negligence.

(b) The Recipient is solely responsible to the parties it deals with in carrying out the terms of this Agreement, and shall hold the State of Florida and DEO harmless against all claims of whatever nature by third parties arising from the work and services performed under this Agreement. For purposes of this Agreement, the Recipient agrees that it is not an employee or agent of DEO, but is an independent contractor.

(c) If the Recipient is a state agency or subdivision, as defined in section 768.28(2), F.S., then the Recipient agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against DEO, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, F.S. Nothing herein is intended to serve as a waiver of sovereign immunity by the Recipient if sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any agreement, subrecipient agreement, contract, or subcontract.

(d) The Recipient shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and DEO, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Recipient, its agents, employees, partners, or subcontractors; provided, however, that Recipient shall not indemnify, defend, and

hold harmless the State and DEO, and their officers, agents, and employees for that portion of any loss or damages the negligent act or omission of DEO or the State proximately caused.

(e) Further, Recipient shall fully indemnify, defend, and hold harmless the State and DEO from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right; provided, however, that the foregoing obligation shall not apply to DEO's misuse or modification of Recipient's products or DEO's operation or use of Recipient's products in a manner not contemplated by this Agreement. If any product is the subject of an infringement suit, or in Recipient's opinion is likely to become the subject of such a suit, Recipient may, at Recipient's sole expense, procure for DEO the right to continue using the product or to modify it to become non-infringing. If Recipient is not reasonably able to modify or otherwise secure for DEO the right to continue using the product, Recipient shall remove the product and refund DEO the amounts paid in excess of a reasonable fee, as determined by DEO in its sole and absolute discretion, for past use. DEO shall not be liable for any royalties.

(f) Recipient's obligations under the two immediately preceding paragraphs above, with respect to any legal action are contingent upon the State or DEO giving Recipient (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Recipient's sole expense, and (3) assistance in defending the action at Recipient's sole expense. Recipient shall not be liable for any cost, expense, or compromise incurred or made by the State or DEO in any legal action without Recipient's prior written consent, which shall not be unreasonably withheld.

(g) The State and DEO may, in addition to other remedies available to them at law or equity and upon notice to Recipient, retain such monies from amounts due Recipient as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of Recipient or its affiliates to the State against any payments due Recipient under any Agreement with the State.

(10) Events of Default.

If any of the following events occur ("Events of Default"), DEO may, in its sole discretion, elect to terminate any obligation to make any further payment of funds, exercise any of the remedies set forth in Paragraph (11) Remedies, or pursue any remedy at law or in equity, without limitation. DEO may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment:

(a) If any warranty or representation made by the Recipient in the Recipient's Application for Funding, this Agreement, or any previous agreement with DEO is or becomes false or misleading in any respect, notwithstanding any knowledge on the part of DEO of any untruth of any such representation or warranty, or if the Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with DEO and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

(b) If any material adverse change occurs in the financial condition of the Recipient at any time during the term of this Agreement, and the Recipient fails to cure this adverse change within 30 calendar days from the date written notice is sent by DEO;

(c) If the Recipient fails to submit any required report, or submits any required report with incorrect, incomplete, or insufficient information, or fails to submit additional information as requested by DEO; or

(d) If the Recipient has failed to perform, or timely complete, any of its obligations under this Agreement, including attending DEO's Implementation Workshop.

(11) Remedies.

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

(a) Terminate this Agreement upon 24-hour written notice from the date notice is sent by DEO, in conformity with Paragraph (14) of this Agreement, Notice and Contact;

(b) Begin any appropriate legal or equitable action to enforce performance of this Agreement;

(c) Withhold or suspend payment of all or any part of a request for payment;

- (d) Demand that the Recipient return to DEO any funds used for ineligible activities or unallowable costs under this Agreement or any applicable law, rule, or regulation governing the use of the funds; or
- (e) Exercise any corrective or remedial actions, including but not limited to:
 - 1. Request additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance;
 - 2. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected;
 or
 - 3. Advise the Recipient to suspend, discontinue, or refrain from incurring costs for any activities in question.
- (f) Pursuing any of the above remedies does not preclude DEO from pursuing any other remedies in this Agreement or provided at law or in equity. Failure to exercise any right or remedy in this Agreement, or failure to insist upon strict performance by DEO will not affect, extend, or waive any other right or remedy available to DEO, or affect the later exercise of the same right or remedy by DEO for any other default by the Recipient.

(12) Dispute Resolution.

Disputes concerning the performance of the Agreement shall be decided by DEO, which shall reduce the decision to writing and serve a copy on the Recipient. The decision will be final and conclusive unless within 21 days from the date of receipt, the Recipient files a petition for administrative hearing with DEO's Agency Clerk. DEO's decision on the petition shall be final, subject to the Recipient's right to review pursuant to chapter 120, F.S. Exhaustion of administrative remedies is an absolute condition precedent to the Recipient's ability to pursue any other form of dispute resolution; provided however, that the Parties may mutually agree to employ the alternative dispute resolution procedures outlined in chapter 120, F.S.

(13) Termination.

- (a) DEO may suspend or terminate this Agreement for cause upon 24-hour written notice, from the date notice is sent by DEO. Cause includes, but is not limited to the Recipient's: improper or ineffective use of funds provided under this Agreement; fraud; lack of compliance with any applicable rules, regulations, statutes, executive orders, HUD guidelines, policies or directives, or laws; failure, for any reason, to timely and/or properly perform any of the Recipient's obligations under this Agreement; submission of reports that are incorrect or incomplete in any material respect; and refusal to permit public access to any document, paper, letter, or other material subject to disclosure under law, including chapter 119, F.S., as amended. The Recipient shall not be entitled to recover any cancellation charges or unreimbursed costs.
- (b) DEO may terminate this Agreement, in whole or in part, for convenience by providing the Recipient 14-days written notice from the date notice is sent by DEO, setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of partial termination, DEO determines that the remaining portion of the award will not accomplish the purpose for which the award was made, DEO may terminate the portion of the award which will not accomplish the purpose for which the award was made. The Recipient shall continue to perform any work not terminated. The Recipient shall not be entitled to recover any cancellation charges or unreimbursed costs for the terminated portion of work.
- (c) The Parties may terminate this Agreement for their mutual convenience in writing, agreed upon by the Parties. The termination must include the effective date of the termination.
- (d) If this Agreement is terminated, the Recipient shall not incur new obligations for the terminated portion of the Agreement after the Recipient has received the notification of termination. The Recipient shall cancel as many outstanding obligations as possible. DEO shall disallow all costs incurred after the Recipient's receipt of the termination notice. The Recipient shall not be relieved of liability to DEO because of any breach of the Agreement by the Recipient. DEO may, to the extent authorized by law, withhold payments to the Recipient for the purpose of set-off until the exact amount of damages due DEO from the Recipient is determined.
- (e) The rights and remedies under this clause are in addition to any other rights or remedies provided by law or under this Agreement.

(14) Notice and Contact.

(a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, or first class, certified mail, return receipt requested, to the representative identified below at the address set forth below or said notification attached to the original of this Agreement. All notices sent to the grant manager via email shall copy the CDBG grants management inbox at CDBGGrantsManagement@deo.myflorida.com.

(b) The name and address of the grant manager for this Agreement is:

Ava Dillard, Government Operations Consultant III
 Florida CDBG-CV Program
 Department of Economic Opportunity
 107 East Madison Street – MSC 400
 Tallahassee, Florida 32399-6508
 Telephone: (850) 717-8435 – Fax: (850) 922-5609
 Email: Ava.Dillard@deo.myflorida.com; CC: CDBGGrantsManagement@deo.myflorida.com

(c) The name and address of the Recipient Project Contact for this Agreement is:

Jonathan Salas, Assistant Director of Community Services
 City of Deerfield Beach
 150 Northeast 2nd Avenue
 Deerfield Beach, Florida, 33441
 Telephone: (954) 480-4263
 Email: jsalas@deerfield-beach.com

(d) If different representatives or addresses are designated by either Party after execution of this Agreement, notice of the name, title and address of the new representative shall be provided as stated in Paragraph (14) of this Agreement.

(15) Contracts.

(a) If the Recipient contracts any of the work required under this Agreement, a copy of the proposed contract, and any proposed amendments, extensions, revisions or other changes thereto, must be forwarded to DEO for prior written approval. For each contract, the Recipient shall report to DEO as to whether that contractor, or any subcontractors hired by the contractor, is a minority business enterprise, as defined in section 288.703, F.S. The Recipient shall comply with the procurement standards in 2 C.F.R. §200.318 - §200.327 and §200.330 when procuring property and services under this Agreement. Any contract shall include the applicable Appendix II to 2 C.F.R. part 200 contract provisions for non-federal entity contracts. Documentation must also be maintained on-site by the Recipient. The Recipient shall include the following conditions in any contract:

1. that the contractor is bound by the terms of this Agreement;
2. that the contractor is bound by all applicable State and Federal laws, rules, and regulations;
3. that the contractor shall hold DEO and the Recipient harmless against all claims of whatever nature arising out of the contractor's performance of work under this Agreement;
4. provisions addressing bid, payment, and performance bonds, if applicable, and liquidated damages. The Recipient shall document in the quarterly report the contractor's progress in performing its work under this Agreement; and
5. the contractor shall include the foregoing provisions in any contract for the performance of any work contemplated by this Agreement.

(b) For any contract that the Recipient executes for administrative services with a consultant that produced work products in contemplation of this Agreement for Recipient's Application and pertinent to this Agreement and its implementation, the Recipient shall include the following conditions:

1. that all original income survey forms shall be turned over to the Recipient; and
2. that copies of any spreadsheets produced to compile survey results shall be given to the Recipient.

(16) Terms and Conditions.

This Agreement, and the attachments and exhibits hereto, contains all the terms and conditions agreed upon by the Parties with respect to the subject matter hereof. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties. If a court of competent jurisdiction voids or holds unenforceable any provision of this Agreement, then that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions shall remain in full force and effect. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

(17) Attachments.

(a) If any inconsistencies or conflict between the language of this Agreement and the attachments arise, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

(b) This Agreement contains the following attachments:

Attachment A – Project Description and Deliverables

Attachment B – Project Detail Budget (Example)

Attachment C – Activity Work Plan (Example)

Attachment D – Program and Special Conditions

Attachment E – Project Specific Conditions

Attachment F – State and Federal Statutes, Regulations, and Policies

Attachment G – Civil Rights Requirements

Attachment H – Reports

Attachment I – Warranties and Representations

Attachment J – Audit Requirements

Exhibit 1 to Attachment J – Funding Sources

Attachment K – Audit Compliance Certification

Attachment L – CDBG-CV Subrogation Agreement

(18) Funding/Consideration.

(a) The funding for this Agreement shall not exceed \$244,579.00 Two Hundred Forty-Four Thousand, Five Hundred and Seventy-Nine Dollars and Zero Cents, subject to the availability of funds. The State of Florida and DEO's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with chapter 216 F.S., or the Florida Constitution.

(b) DEO will provide funds to the Recipient by issuing a Notice of Subgrant Award/Fund Availability ("NFA") through DEO's financial management information system. Each NFA may contain specific terms, conditions, assurances, restrictions, or other instructions applicable to the funds provided by the NFA. By accepting funds made available through an NFA, the Recipient agrees to comply with all terms, conditions, assurances, restrictions, or other instructions listed in the NFA.

(c) The Recipient hereby certifies to DEO that written administrative procedures, processes, and fiscal controls are in place for the operation of its CDBG-CV program for which the Recipient receives funds from DEO. The written administrative procedures, processes, and fiscal controls described in this paragraph must, at minimum, comply with applicable state and federal law, rules, regulations, guidance, and the terms of this Agreement. DEO has included, and the Recipient shall perform, any necessary special conditions added to Attachment D by DEO, where DEO's grant manager determined at the site visit that any of the Recipient's procedures were deficient.

(d) The Recipient shall expend funds only for allowable costs and eligible activities, and in accordance with the Scope of Work.

(e) The Recipient shall request all funds in the manner prescribed by DEO. The authorized signatory for the Recipient set forth on the SERA Access Authorization Form, provided by DEO, must approve the submission of payment requests on behalf of the Recipient.

(f) Except as set forth herein, or unless otherwise authorized in writing by DEO, costs incurred for eligible activities or allowable costs prior to the effective date of this Agreement are ineligible for funding with CDBG-CV funds.

(g) If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the Federal Office of Management and Budget, the Florida Legislature, the State Chief Financial Officer, or under Subparagraph (20)(i), Mandated Conditions, of this Agreement, all obligations on the part of DEO to make any further payment of funds will terminate, and the Recipient shall submit its administrative closeout report and subgrant agreement closeout package within 30 calendar days of receiving notice from DEO.

(h) The Recipient is ultimately responsible for the administration of this Agreement, including monitoring and oversight of any person or entity retained or hired by the Recipient to complete any Project Implementation Deliverables listed in Attachment B. The Recipient shall send a representative, either an employee or an elected official, to DEO's Implementation Workshop for the funding cycle so that it learns its responsibilities under the Agreement. DEO shall reimburse the travel costs of the representative in accordance with section 112.061, F.S. Failure to send a representative to the Implementation Workshop is an Event of Default as set forth in Paragraph (10) of this Agreement, Events of Default.

(19) Repayments.

(a) The Recipient shall only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period. The Recipient shall ensure that its subrecipients, contractors, subcontractors, and consultants only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period. Pursuant to 24 C.F.R. § 570.489(b), the Recipient may request reimbursement for eligible application preparation costs that were listed in the Recipient's Application for Funding.

(b) In accordance with section 215.971, F.S., the Recipient shall refund to DEO any unobligated funds which have been advanced or paid to the Recipient.

(c) The Recipient shall refund to DEO any funds paid in excess of the amount to which the Recipient or its contractors, subcontractors, or consultants are entitled under the terms and conditions of this Agreement.

(d) The Recipient shall refund to DEO any funds received for an activity if the activity does not meet one of the three National Objectives listed in 24 C.F.R. § 570.483(b), (c) and (d); provided however, the Recipient is not required to repay funds for subgrant administration unless DEO, in its sole discretion, determines the Recipient is at fault for the ineligibility of the activity in question.

(e) The Recipient shall refund to DEO any funds not spent in accordance with the conditions of this Agreement or applicable law. Such reimbursement shall be sent to DEO, by the Recipient within 30 calendar days after DEO has notified the Recipient of such non-compliance.

(f) In accordance with section 215.34(2), F.S., if a check or other draft is returned to DEO for collection, the Recipient shall pay to DEO a service fee of \$15.00 or five percent of the face amount of the returned check or draft, whichever is greater. All refunds or repayments to be made to DEO under this Agreement are to be made payable to the order of "Department of Economic Opportunity" and mailed directly to DEO at the following address:

Department of Economic Opportunity
Community Development Block Grant Programs
Cashier
107 East Madison Street – MSC 400

Tallahassee, Florida 32399-6508

(20) Mandated Conditions.

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in its Application for Funding, in this Agreement, in any later submission or response to a DEO request, or in any submission or response to fulfill the requirements of this Agreement. All said information, representations, and materials are incorporated by reference. DEO may terminate this Agreement upon 24-hours written notice if any information, representation, or material submitted by the Recipient is inaccurate or false.

(b) This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. The Parties explicitly waive any right to jury trial. If any provision of this Agreement conflicts with any applicable statute or rule, or is unenforceable, then that provision shall be null and void only to the extent of the conflict or unenforceability, and that provision shall be severable from, and shall not invalidate, any other provision of this Agreement.

(c) Any power of approval or disapproval granted to DEO under the terms of this Agreement shall survive the term of this Agreement.

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

(e) The Recipient shall comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. § 12101 *et seq.*) and the Florida Civil Rights and Fair Housing Acts (§§ 760.01 – 760.37, F.S.), which prohibit discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, state and local government services, and telecommunications.

(f) Pursuant to section 287.133(2)(a), F.S., a person or affiliate, as defined in section 287.133(1), F.S., 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 contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of \$35,000 for a period of 36 months following the date of being placed on the convicted vendor list. The Recipient warrants that neither it nor any of its affiliates is currently on the convicted vendor list. The Recipient shall disclose if it or any of its affiliates is placed on the convicted vendor list.

(g) Pursuant to section 287.134(2)(a), F.S., an entity or affiliate, as defined in section 287.134(1), 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. The Recipient warrants that neither it nor any of its affiliates is currently on the discriminatory vendor list. The Recipient shall disclose if it or any of its affiliates is placed on the discriminatory vendor list.

(h) If the Recipient is not a local government or state agency and it receives funds under this Agreement from the Federal government, the Recipient certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;
2. Have not, within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any offenses enumerated in Subparagraph (20)(h)2., Mandated Conditions, of this Agreement; and

4. Have not within a five-year period preceding this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

5. If the Recipient is unable to certify to any of the statements in this certification, then the Recipient shall attach an explanation to this Agreement. In addition, the Recipient shall send a completed Form CV-37, Certification Regarding Debarment, Suspension, and Other Responsibility Matters (Primary Covered Transactions), to DEO for each contractor, and a completed Form CV-38, Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion (Subcontractor), to DEO for each subcontractor. A completed Form CV-37 must be received by DEO before the Recipient enters into a contract with the respective contractor, and a completed Form CV-38 must be received by DEO before a contractor enters into a subcontract with the respective subcontractor.

(i) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

(j) Any bills for travel expenses shall be submitted and reimbursed in accordance with section 112.061, F.S., the rules promulgated thereunder, and 2 C.F.R. § 200.475.

(k) If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to DEO or be applied against DEO's obligation to pay the Agreement award amount.

(l) The Recipient is subject to Florida's Government in the Sunshine Law (section 286.011, F.S.) with respect to the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All of these meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with chapter 119, F.S.

(m) The Recipient shall comply with section 519 of Public Law 101-144 and section 906 of Public Law 101-625 by having, or adopting within 90 days of execution of this Agreement, and enforcing, the following:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

(n) Upon expiration or termination of this Agreement the Recipient shall transfer to DEO any CDBG-CV funds on hand at the time of expiration or termination, and any accounts receivable attributable to the use of CDBG-CV funds.

(o) Any real property under Recipient's control that was acquired or improved in whole or in part with CDBG-CV funds (including CDBG-CV funds provided to the subrecipient in the form of a loan) in excess of \$25,000 must either:

1. Be used to meet a national objective until five years after expiration or termination of this Agreement, unless otherwise agreed upon by the Parties, or except as otherwise set forth herein; or

2. If not used to meet a national objective, Recipient shall pay to DEO an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG-CV funds for the acquisition or improvement of the property, for five years after expiration or termination of this Agreement.

(21) Lobbying Prohibition.

(a) No funds or other resources received from DEO under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

(b) The Recipient certifies, by its signature to this Agreement, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions; and

3. The Recipient shall require that this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose as described in this Paragraph (21), above.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(22) Copyright, Patent, and Trademark.

(a) Any and all patent rights accruing under or in connection with the performance of this agreement are hereby reserved to the State of Florida. Any and all copyrights accruing under or in connection with the performance of this Agreement are hereby transferred by the Recipient to the State of Florida.

(b) If the Recipient has a pre-existing patent or copyright, the Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

(c) If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Recipient shall refer the discovery or invention to DEO for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Recipient shall notify DEO. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Recipient to the State of Florida.

(d) Within 30 calendar days of execution of this Agreement, the Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is so disclosed. Failure to disclose will indicate that no such property exists, and DEO shall have the right to all patents and copyrights which accrue during performance of the Agreement.

(23) Legal Authorization.

(a) The Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Recipient certifies that the undersigned person has the authority to legally execute and bind the Recipient to the terms of this Agreement. DEO may, at its discretion, request documentation evidencing the undersigned has authority to bind the Recipient to this Agreement as of the date of execution; any such documentation is incorporated herein by reference.

(b) The Recipient warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, investigation, or any other legal or financial condition that would in any way prohibit, restrain, or diminish the Recipient's ability to satisfy its Agreement obligations. The Recipient shall immediately notify DEO in writing if its ability to perform is compromised in any manner during the term of the Agreement.

(24) Public Record Responsibilities.

(a) In addition to the Recipient's responsibility to directly respond to each request it receives for records made or received by the Recipient in conjunction with this Agreement and to provide the applicable public records in response to such request, the Recipient shall notify DEO of the receipt and content of such request by sending an email to PRRequest@deo.myflorida.com within one business day from receipt of such request.

(b) The Recipient shall keep and maintain public records, on-site as required by DEO, to perform the Recipient's responsibilities hereunder. The Recipient shall, upon request from DEO's custodian of public records, provide DEO 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 by chapter 119, F.S., or as otherwise provided by law. The Recipient shall allow public access to all documents, papers, letters or other materials made or received by the Recipient in conjunction with this Agreement, unless the records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1), F.S. For records made or received by the Recipient in conjunction with this Agreement, the Recipient shall respond to requests to inspect or copy such records in accordance with chapter 119, F.S. For all such requests for records that are public records, as public records are defined in section 119.011(2), F.S., the Recipient shall be responsible for providing such public records per the cost structure provided in chapter 119, F.S., and in accordance with all other requirements of chapter 119, F.S., or as otherwise provided by law.

(c) This Agreement may be terminated by DEO for refusal by the Recipient to comply with Florida's public records laws or to allow public access to any public record made or received by the Recipient in conjunction with this Agreement.

(d) If, for purposes of this Agreement, the Recipient is a "contractor" as defined in section 119.0701(1)(a), F.S. ("Recipient"), the Recipient shall transfer to DEO, at no cost to DEO, all public records upon completion including termination, of this Agreement, or keep and maintain public records required by DEO to perform the service. If the Recipient transfers all public records to the public agency upon completion of the Agreement, the Recipient shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Recipient keeps and maintains public records upon completion of the Agreement, the Recipient shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to DEO, upon request from DEO's custodian of public records, in a format that is compatible with the information technology systems of DEO.

(e) If DEO does not possess a record requested through a public records request, DEO shall notify the Recipient of the request as soon as practicable, and the Recipient must provide the records to DEO or allow the records to be inspected or copied within a reasonable time. If the Recipient does not comply with DEO's request for records, DEO shall enforce the provisions set forth in this Agreement. A Recipient who fails to provide public records to DEO within a reasonable time may be subject to penalties under section 119.10, F.S.

(f) The Recipient shall notify DEO verbally within 24 chronological hours and in writing within 72 chronological hours if any data in the Recipient's possession related to this Agreement is subpoenaed or improperly used, copied, or removed (except in the ordinary course of business) by anyone except an authorized representative of DEO. The Recipient shall cooperate with DEO, in taking all steps as DEO deems advisable, to prevent misuse, regain possession, or otherwise protect the State's rights and the data subject's privacy.

(g) The Recipient acknowledges that DEO is subject to the provisions of chapter 119, F.S., relating to public records and that reports, invoices, and other documents the Recipient submits to DEO under this Agreement constitute public records under Florida Statutes. The Recipient shall cooperate with DEO regarding DEO's efforts to comply with the requirements of chapter 119, F.S.

(h) If the Recipient submits records to DEO that are confidential and exempt from public disclosure as trade secrets or proprietary confidential business information, such records should be identified as such by the Recipient prior to submittal to DEO. Failure to identify the legal basis for each exemption from the requirements of chapter 119, F.S., prior to submittal of the record to DEO serves as the Recipient's waiver of a claim of exemption. The Recipient shall

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 Recipient does not transfer the records to DEO upon completion, including termination, of the Agreement.

(i) IF THE RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at 850-245-7140, via email at PRRequest@deo.myflorida.com, or by mail at Department of Economic Opportunity, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.

(j) To the extent allowable by law, the Recipient shall be fully liable for the actions of its agents, employees, partners, subrecipients, contractors, and subcontractors and shall fully indemnify, defend, and hold harmless the State and DEO, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to public record requests or public record law violation(s), alleged to be caused in whole or in part by the Recipient, its agents, employees, partners, subrecipients, contractors, or subcontractors, provided, however, that the Recipient does not indemnify for that portion of any costs or damages proximately caused by the negligent act or omission of the State or DEO. DEO, in its sole discretion, has the right, but the not obligation, to enforce this indemnification provision.

(k) DEO does not endorse any Recipient, commodity, or service. No public disclosure or news release pertaining to this Agreement shall be made without the prior written approval of DEO. The Recipient is prohibited from using Agreement information, or DEO customers in sales brochures or other promotions, including press releases, unless prior written approval is obtained from DEO.

(l) The Recipient shall comply with the requirements set forth in section 119.0701, F.S., when entering into any public agency contract for services after the Effective Date of this Agreement. The Recipient shall amend each of the Recipient's public agency contracts for services already in effect as of the Effective Date of this Agreement and which contract will or may be funded in whole or in part with any public funds. DEO may terminate this Agreement if the Recipient does not comply with this provision.

(25) Employment Eligibility Verification

- (a) Section 448.095, F.S. requires the following:
 - 1. Every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.
 - 2. A private employer shall, after making an offer of employment which has been accepted by a person, verify such person's employment eligibility. A private employer is not required to verify the employment eligibility of a continuing employee hired before January 1, 2021. However, if a person is a contract employee retained by a private employer, the private employer must verify the employee's employment eligibility upon the renewal or extension of his or her contract.
- (b) E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work

in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at:

<https://www.e-verify.gov/>

- (c) If the Recipient does not use E-Verify, the Recipient shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this Agreement.

(26) Program Income.

(a) The Recipient shall report to DEO all program income (as defined at 24 C.F.R. § 570.489(e)) generated by activities carried out with CDBG-CV funds made available under this Agreement as part of the Recipient's Quarterly Progress Report, Form CV-65. The Recipient shall use program income in accordance with the applicable requirements of 2 C.F.R. part 200; 24 C.F.R. part 570; sections 290.046-290.048, F.S.; chapter 73C-23.0051, F.A.C., and the terms of this Agreement.

(b) The Recipient shall return all program income generated after closeout to DEO. The Recipient shall return all program income generated prior to closeout to DEO unless the program income is used to fund additional units of CDBG-CV activities, specified in a modification to this Agreement, and duly executed prior to administrative closeout. DEO or the State may require remittance of all or a portion of any balance of a Recipient's program income at the end of a program year.

(27) Independent Contractor.

(a) In the Recipient's performance of its duties and responsibilities under this Agreement, it is mutually understood and agreed that the Recipient is always acting and performing as an independent contractor. Nothing in this Agreement is intended to or shall be deemed to constitute an employer/employee relationship, partnership or joint venture between the Parties. The Recipient shall always remain an independent contractor with respect to the services to be performed under this Agreement.

(b) The Recipient, its officers, agents, employees, subcontractors, or assignees, in performance of this Agreement shall act in the capacity of an independent contractor and not as an officer, employee, agent, joint venturer, or partner of the State of Florida. Nor shall the Recipient represent to others that, as the Recipient, it has the authority to bind DEO unless specifically authorized to do so.

(c) Neither the Recipient, nor its officers, agents, employees, subcontractors, or assignees are entitled to State retirement or State leave benefits, or to any other compensation of State employment as a result of performing the duties and obligations of this Agreement.

(d) The Recipient agrees to take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, employee, servant, joint venturer, or partner of the State of Florida.

(e) Unless justified by the Recipient, and agreed to by DEO in the Scope of Work, DEO will not furnish services of support (*e.g.*, office space, office supplies, telephone service, secretarial, or clerical support) to the Recipient or its subcontractor or assignee.

(f) DEO shall not be responsible for withholding taxes with respect to the Recipient's use of funds under this Agreement. The Recipient shall have no claim against DEO for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits, or employee benefits of any kind. The Recipient shall ensure that its employees, subcontractors, and other agents, receive benefits and necessary insurance (health, workers' compensation, reemployment assistance benefits) from an employer other than the State of Florida.

(g) The Recipient, at all times during the Agreement, must comply with the reporting and Reemployment Assistance contribution payment requirements of chapter 443, F.S.

(28) Executive Order 21-223

Pursuant to State of Florida Executive Order Number 21-223, Recipient shall utilize the U.S. Citizenship and Immigration Services' Systematic Alien Verification for Entitlements program (known as "SAVE"), or any successor or similar applicable verification program, to confirm the eligibility of beneficiaries before providing any funds, resources, benefits, or any other thing of value during the Agreement term. Further, Recipient shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the Agreement utilize SAVE, or any successor or similar applicable verification program, to confirm the eligibility of beneficiaries before providing any funds, resources, benefits, or any other thing of value during the Agreement term.

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State of Florida
Department of Economic Opportunity
Federally Funded Subgrant Agreement
Signature Page

Subgrant Contract Number: 22CV-E10

FLAIR Contract Number: H2467

IN WITNESS WHEREOF, and in consideration of the mutual covenants set forth above and in all Attachments and Exhibits hereto, the Parties, through their duly-authorized representatives, sign this Agreement and represent and warrant that they have read and understand the Agreement and Attachments and Exhibits' terms and conditions on the day, month, and year set forth below.

City of Deerfield Beach, Florida

Department of Economic Opportunity

By: DocuSigned by:
David Santucci Date: 2/3/2023
0200D88DC843419...
 (Authorized Signature)

By: DocuSigned by:
Adam Callaway Date: 2/14/2023
3183B2F2CA074C0...
 (Authorized Signature)

Name: David Santucci

Name: ~~Meredith Ivey~~ - Adam Callaway

Title: City Manager

Title: Acting Secretary Chief of Staff

Federal Tax ID#: 59-60000305

Unique ID #: RNAJUJR8BKA5

Approved as to form and legal sufficiency,
 subject only to the full and proper execution
 by the Parties

Office of the General Counsel
 Department of Economic Opportunity

By: DocuSigned by:
[Signature]
0F42E414755A4C8...

Approved Date: 2/8/2023

Attachment A – Project Description and Deliverables

1. PROJECT DESCRIPTION: The City of Deerfield Beach (“Recipient”) has been selected to participate in the CDBG-CV Program. The Recipient will use \$244,579.00 (Two Hundred Forty-Four Thousand Five Hundred Seventy-Nine Dollars) in CDBG-CV funds to implement three different activities benefitting the City’s residents affected by COVID-19, including workforce, senior technology and food delivery programs. Program administration will account for eight percent (8%) of the City’s CDBG-CV allocation.

2. RECIPIENT RESPONSIBILITIES: The Recipient shall timely perform the Deliverables and Tasks described in Attachment A – Project Description and Deliverables, and in doing so, the Recipient shall comply with all the terms and conditions of this Agreement. The Recipient shall agree to a written budget (“Project Detail Budget”), subject to the approval of DEO and in conformity with the current example attached to the Agreement as Attachment B. The Project Detail Budget must identify the maximum reimbursement amount allowed for the Deliverables and Tasks described in Attachment A. The Recipient shall also agree to and shall timely perform the activities as specified within an Activity Work Plan, subject to the approval of DEO and in conformity with the current example attached hereto as Attachment C. The Project Detail Budget and the Activity Work Plan may be modified by the unilateral determination of DEO or by mutual consent of the Parties.

2.A. The City’s Ready2Work Rapid Credentialing Program will expend \$185,000.00 (One Hundred Eighty-Five Thousand Dollars and Zero Cents) to provide up to 100 City residents who are unemployed and underemployed with the opportunity to enroll in a workforce program in essential and emerging careers. The goal of the program is to aid self-sufficiency and maximize access to opportunities that launch careers with advancement potential. Each applicant will receive up to \$1,850.00 in grant assistance paid directly to the higher learning institution (i.e. Broward College and Florida International University) for eligible certification courses.

2.B. The Senior Technology Program will use \$30,000.00 (Thirty Thousand Dollars and Zero Cents) in CDBG-CV grant funds to provide independent senior residents with tablets to stay connected and engaged in educational, recreational, and physical programs while sheltering in place and/or social distancing due to COVID-19. Participants in the Senior Technology Program will receive tablet operational training during the onboarding process and assessments to track engagement.

2.C. The Elderly Food Program will utilize \$10,012.68 (Ten Thousand Twelve Dollars and Sixty-Eight Cents) in CDBG-CV funds to provide a healthy lunch to seniors two times per week at the City’s Center for Active Aging located at 227 Northwest 2nd Street, Deerfield Beach, FL 33441. Participants will be required to register for the program. Funds will be used to procure a food vendor and to distribute approximately 850 meals.

3. DEO’S RESPONSIBILITIES: DEO shall receive and review the Project Deliverables and, upon DEO’s acceptance of the Deliverables and receipt of the Recipient’s pertinent invoices in compliance with the invoice procedures of this Agreement, DEO shall process payment to the Recipient in accordance with the terms and conditions of this Agreement.

4. DELIVERABLES: Recipient agrees to provide the following services as specified:

Deliverable No. 1 – Project Implementation		
Tasks	Minimum Level of Service (to Submit a Request for Payment)	Financial Consequences
The Recipient shall complete eligible Project Implementation tasks as detailed in this Scope of Work.	The Recipient shall be reimbursed upon completion of a minimum of one (1) Project Implementation task on a per completed task basis as detailed in Section A, Attachment A – Project Description and Deliverables; evidenced by invoice(s) noting completed tasks as well as payroll and other supporting documentation, as applicable.	Failure to perform the Minimum Level of Service shall result in nonpayment for this deliverable for each payment request.
Deliverable No. 2 – Public Services -Ready2Work Rapid Credentialing Program		
Tasks	Minimum Level of Service (to Submit a Request for Payment)	Financial Consequences

Attachment A – Project Description and Deliverables

The Recipient shall complete eligible Public Service-Ready2Work tasks as detailed in this Scope of Work.	The Recipient shall be reimbursed upon completion of a minimum of one (1) Public Service – Ready2Work Rapid Credentialing Program task on a per completed task basis as detailed in Section 2.A., Attachment; evidenced by invoice(s) noting completed tasks as well as payroll and other supporting documentation, as applicable.	Failure to perform the Minimum Level of Service shall result in nonpayment for this deliverable for each payment request.
Deliverable No. 3 – Public Services – Senior Technology Program		
Tasks	Minimum Level of Service (to Submit a Request for Payment)	Financial Consequences
The Recipient shall complete eligible Public Assistance – Senior Technology Program tasks as detailed in this Scope of Work.	The Recipient shall be reimbursed upon completion of a minimum of one (1) Public Assistance – Senior Technology Program task on a per completed task basis as detailed in 2.B., Attachment A; evidenced by invoice(s) noting completed tasks as well as payroll and other supporting documentation, as applicable.	Failure to perform the Minimum Level of Service shall result in nonpayment for this deliverable for each payment request.
Deliverable No. 4 – Public Services – Elderly Food Program		
Tasks	Minimum Level of Service (to Submit a Request for Payment)	Financial Consequences
The Recipient shall complete eligible Public Services – Elderly Food Program tasks as detailed in this Scope of Work.	The Recipient shall be reimbursed upon completion of a minimum of one project implementation task on a per completed task basis as detailed in Section 2. and 2.C., Attachment A – Project Description and Deliverables; evidenced by invoice(s) noting completed tasks as well as payroll and other supporting documentation, as applicable.	Failure to perform the Minimum Level of Service shall result in nonpayment for this deliverable for each payment request.
Total Award Not to Exceed \$244,579.00		

A. Project Implementation Deliverable

Tasks that are eligible for reimbursement under the Project Implementation Deliverable are as follows:

- Paid application preparation costs,
- Developed policies for the Recipient related to special conditions listed in this subgrant agreement,
- Prepared list of minority and women business enterprise (MBE/WBE) firms that operate in the Recipient's area,
- Prepared public notices for publication,
- Submitted public notices for publication,
- Maintained financial records related to project activities on-site,
- Conducted a Fair Housing activity,
- Maintained client files,
- Attended meetings of the Recipient's local governing body to provide progress reports on subgrant activities,
- Prepared documentation for and attend on-site monitoring visits by DEO,
- Prepared requests for funds for submission by the Recipient's authorized employee,
- Prepared subgrant modification documents for the Recipient to submit to DEO,
- Prepare and submit detailed quarterly progress report, Section 4, or MBE/WBE report to DEO,
- Responded to citizen complaints,
- Prepared responses to monitoring findings and concerns for Recipient to submit to DEO or HUD,

Attachment A – Project Description and Deliverables

- Paid advertising costs of public notices and invitations to bid,
- Paid legal fees,
- Paid CDBG portion of required audit,
- Execution of Local and State CDBG-CV Grant Agreement, and
- Coordination of Project Management meetings.

B. Public Services Deliverable – Ready2Work Credentialing

Tasks that are eligible for reimbursement under the Public Services Deliverable – Ready2Work Credentialing are as follows:

- Performed client outreach and intake services,
- Performed case management services,
- Provided resources for work equipment and legal expenses needed to obtain employment,
- Finalized partnership agreements, and
- Program participants enrollment and certification course fees for Business, Education, Healthcare, Science and Public Safety courses.

C. Public Assistance Deliverable – Senior Technology Program

Tasks that are eligible for reimbursement under the Public Assistance Services Deliverable – Senior Technology Program are as follows:

- Procurement of tablets,
- Technology programming fees, as applicable
- Client outreach and intake services to determine eligibility, and
- Case management services inclusive of tablet distribution, training, assessments and evaluation.

D. Public Assistance Deliverable – Elderly Food Program

Tasks that are eligible for reimbursement under the Public Assistance Services Deliverable – Elderly Food Program are as follows:

- Procurement of vendor used to distribute meals,
- Performed client outreach and intake services to determine eligibility,
- Provided educational materials and tools to healthy eating,
- Meal distribution at Center for Active Aging, and
- Provided documentation including invoices, payroll, sign-in sheets and other reasonable documentation to support costs associated with the Elderly Food Program.

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Attachment B – Project Detail Budget (Example)

Recipient: City of Deerfield Beach **Modification Number:** _____ **Contract Number:** 22CV-E10

Activity		Accomplishments		Beneficiaries				Budget			
Activity #	Description	Unit	Number	VLI	LI	MI	All	CDBG-CV Amount	Other Funds	Source*	Total Funds
Totals:											

* Show the sources and amounts of “Other Funds” needed to complete the project below, including local funds, grants from other agencies and program income.

Source	Other Funds Counted as Leverage	Other Funds Not Counted as Leverage
1.		
2.		
3.		
4.		
5.		

Attachment C – Activity Work Plan (Example)

Recipient: City of Deerfield Beach

Activity:

Project Budget:

Contract Number: 22CV-E10

Date Prepared:

Modification Number:

Start Date (month/year)	End Date (month/year)	Describe Proposed Action to be Completed by the “End Date.” <i>Examples of Actions:</i> Procure Administrator or Engineer, Complete Environmental Review and Obtain Release of Funds, Request Wage Decision, Complete and Submit Design and Specifications, Advertise for and Open Bids, Issue Notice to Proceed, Construction Completion (20, 40, 60, 80, and 100 percent or 25, 50, 75, and 100 percent), Complete Construction Procurement Process, Advertise Availability of Housing Rehabilitation Funds, Complete Rankings of Homes per HAP, Number of Houses Rehabilitated, and Submit Closeout Package to DEO.	Estimated Units to be Completed by the “End Date”	Estimated Funds to be Requested by the “End Date”

Attachment D – Program and Special Conditions

Program Conditions

1. The Recipient shall demonstrate that progress is being made in completing project activities in a timely fashion.
 - a. Within 120 calendar days of the subgrant award, the Recipient shall complete the following activities:
 - Request approval for all professional service contracts; and
 - Submit an initial payment request for administrative services, if applicable.
 - b. Within 180 calendar days of the subgrant award, the Recipient shall complete the following activities:
 - Complete the environmental review and submit the Request for Release of Funds and Certification (form HUD-7015.15) to DEO for review; and
 - Request a wage decision(s) using DEO form CV-56 for applicable construction activities if points were received on the application for “Readiness to Proceed;”
 - c. The Recipient shall advertise for its construction procurement within 30 calendar days after receiving its Authority to Use Grant Funds (form HUD-7015.16) and DEO’s written acceptance of the plans and specifications if Recipient received points for “Readiness to Proceed” on its Application for Funding.
 - d. If the Recipient did not receive points for “Readiness to Proceed,” it must request a wage decision(s) using DEO form CV-56 at least 30 days before advertising for its construction procurement.
2. The Recipient shall maintain records of expenditure of funds from all sources that will allow accurate and ready comparison between the expenditures and the budget/activity line items as defined in Attachment B -Project Detail Budget, Attachment A- Project Description and Deliverables, Recipient Responsibilities, and Attachment C - Activity Work Plan.
3. No costs may be incurred prior to the effective date of this Agreement, except for those eligible application preparation costs outlined in the original CDBG-CV Application for Funding submitted to DEO, unless pre-agreement costs were approved in writing by DEO.
4. The Recipient shall not exclude any firm from submitting a bid or proposal for any work funded partially or wholly with CDBG-CV funds based on a minimum experience requirement. However, a firm’s experience can be considered as an evaluation factor in the ranking for professional services and taken into account in evaluating the “responsibility” of a firm when determining the “low, responsive, responsible bidder” for services procured through bids, as required by 2 C.F.R. § 200.319(a).
5. CDBG-CV procurement for consultant services and construction activities requires public notice in a newspaper of general circulation in the county where the Recipient is located. The public notice shall include the following criteria for the procurement process to meet legal requirements and be approved:
 - a. If the notice is published in a newspaper that is located in an Office of Management and Budget (OMB) designated metropolitan statistical area (MSA), only one responsible and responsive bid or proposal is needed to complete the procurement process. If the notice is not published in a newspaper that is located in an MSA, at least three responsible and responsive bids or proposals must be received by the Recipient to complete the procurement process;
 - b. A Recipient, whose newspaper of general circulation is not located in a MSA, may advertise in both a local newspaper and a newspaper in a nearby MSA. In this case, only one responsible and responsive bid or proposal would be needed to complete the procurement process;

Attachment D – Program and Special Conditions

- c. The public notice must be published at least 12 days before the deadline for receipt of the proposals or bids. For construction activities, the public notice period shall conform to section 255.0525, F.S. regarding the numbers of days between publishing the notice and bid opening;
- d. Nothing in subparagraphs a., b., or c., above shall preclude the Recipient from using additional media to solicit bids related to procurement of professional services and construction activities;
- e. Each public notice for procurement of CDBG-CV professional services, except for application preparation, must identify either the CDBG funding source (CDBG-CV) or the CDBG-CV contract number;
- f. In procuring services for subgrant administration, the public notice or the Request for Proposals must include all the criteria that will be used to evaluate and score the proposals. Any firm that assists the Recipient in developing or drafting criteria used in the Request for Proposals (RFP) shall be excluded from competing for the procurement as required by 2 C.F.R. § 200.319; and
- g. Any RFP which includes more than one service shall provide the following:
 - Proposals may be submitted for one or more of the services;
 - Qualifications and proposals shall be separately stated for each service; and
 - Separate evaluations shall be done on the proposals for each service.

If separate procurements result in one firm being selected for both application and administration services, those services may be combined into one contract provided there are separate scopes of work and a separate fee for each service.
6. A written evaluation, such as a ranking sheet or narrative, shall be prepared for each proposal, ranking or comparing each proposal to the criteria in the published RFP.
7. The Recipient is not required to publish an RFP for subgrant administration if it decides to contract with its Regional Planning Council to administer the subgrant.
8. A Recipient may use the design engineer for services during construction if DEO determines that the procurement for design services is compliant with 2 C.F.R. part 200 and the RFP specifically included services during construction in the scope of work.
9. For construction procurement, if other funding sources will be included in the bid documents, the activities to be paid for with CDBG-CV funds must be shown separately so that the bid proposal identifies the CDBG-CV activities and the amount of the contract to be reimbursed with CDBG-CV funding.
10. Construction contracts shall be awarded to the low, responsive and responsible bidder. If all bids exceed the available funds, the Recipient can apply one or more deductive bid alternates to determine the low, responsive and responsible bidder. The Recipient can reject all bids if they exceed the available funds and republish the notice.
11. The Recipient shall request approval of all professional services contracts and/or agreements that will be reimbursed with CDBG-CV funds. Copies of the following procurement documents must be provided to DEO for review:
 - a. A copy of the Request for Proposals (RFP);
 - b. A copy of the RFP advertisement, including an affidavit of publication from the newspaper;
 - c. A list of entities to whom a notification of the RFP was provided by mail or fax (if applicable);
 - d. Documentation of all efforts to get MBE/WBE firms to submit proposals;
 - e. For engineering/architecture contracts, a list of firms that submitted a proposal (only if short-listing procedure was used);

Attachment D – Program and Special Conditions

- f. Completed and signed final evaluation/ranking forms for all firms submitting a proposal and a scoring summary sheet;
- g. A copy of the cost analysis for administrative services procurements, or if multiple responses to the RFP were received, a copy of the price analysis;
- h. A copy of a cost analysis for all procurements of engineering services;
- i. A copy of the minutes from the commission/council meeting approving contract award;
- j. A copy of the proposed contract;
- k. Truth-in-Negotiation certification (if not in the contract) for engineering contracts over \$150,000;
- l. If a protest was filed, a copy of the protest and documentation of resolution;
- m. The Recipient shall request DEO's approval of a single source procurement if only one firm was considered and the contract exceeds \$35,000. The Recipient shall not enter into a contract to be paid with CDBG-CV funds based on a sole source or single proposal procurement without prior written approval from DEO. Failure to secure prior written approval shall relieve DEO of any obligation to fund the said procurement contract or agreement. DEO shall disallow any payments to the Recipient to fund any contract or agreement based on a sole source or single proposal procurement for which the Recipient has not obtained DEO's approval; and
- n. If a regional planning council or another local government is selected to administer subgrant activities, the Recipient shall submit only a copy of the contract or agreement and cost analysis information.

DEO will either approve the procurement or notify the Recipient that the procurement cannot be approved because it violates State, Federal, or local procurement guidelines.

The Recipient shall notify DEO in writing no later than 90 calendar days from the effective date of this agreement if it will not be procuring any professional services or if it will be using non-CDBG-CV funds to pay for professional services.

- 12. Prior to the obligation or disbursement of any funds, except for administrative expenses not to exceed \$5,000, the Recipient shall complete the following:
 - a. Submit for DEO's approval the documentation required in paragraph 11 above for any professional services contract. The Recipient proceeds at its own risk if more than the specified amount is incurred before DEO approves the procurement. If DEO does not approve the procurement of a professional services contract, the local government will not be able to use CDBG-CV funds for that contract.
 - b. Comply with 24 C.F.R. part 58, and the regulations implementing the National Environmental Policy Act, 40 C.F.R. §§ 1500-1508. When the Recipient has completed the environmental review process, it shall submit a Request for Release of Funds and Certification. DEO will issue an Authority to Use Grant Funds (form HUD-7015.16) when this condition has been fulfilled to the satisfaction of DEO. **The Recipient shall not commit funds or begin construction before DEO has issued the "Authority to Use Grant Funds."**
 - c. The Recipient shall obtain approval from DEO prior to requesting CDBG funds for engineering activities and costs which are additional engineering services as defined in rules 73C-23.0031(1)(a)-(l), F.A.C.
- 13. The Recipient agrees to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. §§ 4601-4655; hereinafter, the "URA"), implementing regulations at 24 C.F.R. part 42, 49 C.F.R. part 24 and 24 C.F.R. § 570.606(b), the requirements of 24 C.F.R. § 42.325 – 42.350 governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the Housing and Community Development Act of 1974 (42 U.S.C. § 5304(d)), and the requirements in 24 C.F.R. § 570.606(d), governing optional relocation assistance policies.

Attachment D – Program and Special Conditions

If the Recipient undertakes any activity subject to the URA, the Recipient shall document completion of the acquisition by submitting all documentation required for a desk monitoring of the acquisition, including a notice to property owners of his or her rights under the URA, an invitation to accompany the appraiser, all appraisals, offer to the owner, acceptance, contract for sale, statement of settlement costs, copy of deed, waiver of rights (for donations), as applicable. The documentation shall be submitted prior to completing the acquisition (closing) so that DEO can determine whether remedial action may be needed. The Recipient shall provide relocation assistance to displaced persons as defined by 24 C.F.R. § 570.606(b)(2), that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-CV-assisted project.

14. For construction projects, the Recipient shall, prior to being reimbursed for more than \$15,000 for administrative services, provide to DEO a copy of all engineering specifications and construction plans, if required, for the activities described in the Agreement. The Recipient shall also furnish DEO, prior to soliciting bids or proposals, a copy of bid documents for services and/or materials to provide those services and/or materials for construction activities when the bids are expected to exceed \$35,000. Additionally, the Recipient shall not publish any request for bids for construction purposes or distribute bid packages until DEO has provided its written acceptance of the engineering specifications, construction plans, and bid documents.

15. For each procured contract for construction services for which CDBG-CV funding will be requested, the Recipient shall submit the following procurement documents:
 - a. A copy of the bid advertisement, including an affidavit of publication;
 - b. Documentation of the Recipient's efforts made to inform minority- and woman-owned businesses of the opportunity to bid on the construction contract;
 - c. A copy of the bid tabulation sheet;
 - d. A copy of the engineer's recommendation to award;
 - e. A letter requesting sole source approval, if applicable;
 - f. A copy of the bid bond (five percent of the bid price) for the prime contractor(s) selected to do the work, and;
 - g. Completed copies of the following forms for all prime contractors and subcontractors:
 - Form CV-51 – Bidding Information and Contractor Eligibility;
 - Form CV-37 – Certification Regarding Debarment, Suspension, and Other Responsibility Matters (Primary Covered Transactions);
 - Form CV-52 – Section 3 Participation Report (Construction Prime Contractor);
 - Form CV-38 (if applicable) – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Subcontractor);
 - Form CV-53 (if applicable) – Section 3 Participation Report (Construction Subcontractor), and;
 - Form CV-54 (if applicable) – Documentation for Business Claiming Section 3 Status

For each procured construction contract or agreement in Housing Rehabilitation projects for which CDBG-CV funding will be requested, the Recipient shall submit the following procurement documents for all prime contractors and subcontractors:

- a. Form CV-37 – Certification Regarding Debarment, Suspension, and Other Responsibility Matters (Primary Covered Transactions);
- b. Form CV-52 – Section 3 Participation Report (Construction Prime Contractor);
- c. Form CV-38 (if applicable) – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Subcontractor); and
- d. Form CV-53 (if applicable) – Section 3 Participation Report (Construction Subcontractor).

Attachment D – Program and Special Conditions

16. For each procured construction contract or agreement, if a job classification needed to complete a construction activity is not included in the Davis-Bacon Act wage decision that was previously obtained from DEO, the Recipient shall request an additional classification using Form CV-57 - Employee/Employer Wage-Scale Agreement after the construction contract has been awarded.
17. For construction projects, when the Recipient issues the Notice to Proceed to the contractor(s), copies of the following documents shall be sent to DEO:
 - a. Notice to Proceed;
 - b. The contractor's performance bond (100 percent of the contract price) if the contract exceeds the Simplified Acquisition Threshold as listed in 2 C.F.R. § 200.1; and
 - c. The contractor's payment bond (100 percent of the contract price) if the contract exceeds the Simplified Acquisition Threshold as listed in 2 C.F.R. § 200.1.
18. The Recipient shall undertake an activity each year to affirmatively further fair housing pursuant to 24 C.F.R. § 570.487(b).
19. All leveraged funds shall be expended concurrently and, to the extent feasible, proportionately with the expenditure of CDBG-CV funds for the same activity. The Recipient shall document the expenditure of leveraged funds required for the points claimed in the application as it may have been amended through the completeness process and as reflected on the Project Detail Budget. All funds claimed for leverage shall be expended after the date that the Authority to Use Grant Funds is issued and prior to Recipient's submission of the administrative closeout package for this Agreement, except for the following costs:
 - Eligible administrative, engineering and environmental review costs expended after the site visit but prior to the date when the Authority to Use Grant Funds is issued, and
 - The CDBG-CV portion of the cost of post-administrative closeout audits.
20. The resulting product of any activity funded under this Agreement as amended shall be ineligible for rehabilitation or replacement with CDBG-CV funds for a period of five years.
21. The Recipient shall ensure that a deed restriction is recorded on any real property or facility, excluding easements, acquired with CDBG-CV funds. This restriction shall limit the use of that real property or facility to the use stated in the subgrant application and that title shall remain in the name of the Recipient. Such deed restriction shall be made a part of the public records in the Clerk of Court of the county in which the real property is located. Any future disposition of that real property shall be in accordance with 24 C.F.R. § 570.505. Any future change of use of real property shall be in accordance with 24 C.F.R. § 570.489(j).
22. The Recipient shall comply with the historic preservation requirements of the National Historic Preservation Act of 1966, as amended, the procedures set forth in 36 C.F.R. part 800, and the Secretary of the Interior's Standards for Rehabilitation, codified at 36 C.F.R. part 67, and Guidelines for Rehabilitating Historic Buildings.
23. Pursuant to section 102(b), Public Law 101-235, 42 U.S.C. § 3545, the Recipient shall update and submit Form HUD 2880 to DEO within 30 calendar days of the Recipient's knowledge of changes in situations which would require that updates be prepared. The Recipient must disclose:
 - a. All developers, contractors, consultants, and engineers involved in the application or in the planning, development, or implementation of the project or CDBG-CV-funded activity; and
 - b. Any person or entity that has a financial interest in the project or activity that exceeds \$50,000 or 10 percent of the grant, whichever is less.
24. If required, the Recipient shall submit a final Form HUD 2880, to DEO with the Recipient's request for administrative closeout, and its absence or incompleteness shall be cause for rejection of the administrative closeout.

Attachment D – Program and Special Conditions

25. Conflicts of interest relating to procurement shall be addressed pursuant to 24 C.F.R. § 570.489(g). Title 24 C.F.R. § 570.489(h) shall apply in all conflicts of interest not governed by 24 C.F.R. § 570.489(g), such as those relating to the acquisition or disposition of real property; CDBG-CV financial assistance to beneficiaries, businesses, or other third parties; or any other financial interest, whether real or perceived. Additionally, the Recipient agrees to comply with, and this Agreement is subject to, chapter 112 F.S.
26. Any payment by the Recipient using CDBG-CV funds for acquisition of any property, right-of-way, or easement that exceeds fair market value as determined through the appraisal process established in HUD Handbook 1378 shall be approved in writing by DEO prior to distribution of the funds. Should the Recipient fail to obtain DEO pre-approval, any portion of the cost of the acquisition exceeding Fair Market Value shall not be paid or reimbursed with CDBG-CV funds.
27. The Recipient shall take photographs of all activity locations from multiple angles prior to initiating any construction. As the construction progresses, additional photography shall document the ongoing improvements. Upon completion of construction, final documentation of the activity locations will be provided to DEO with the administrative closeout package for this Agreement.
28. If an activity is designed by an engineer, architect, or other licensed professional, it shall be certified upon completion by a licensed professional as meeting the specifications of the design, as may have been amended by change orders. The date of completion of construction shall be noted as part of the certification. This certification shall be accomplished prior to submission of an administrative closeout package and a copy of the certification shall be submitted with the administrative closeout package.
29. If necessary, the Recipient shall retain sufficient administration funds to ensure internet access, including email, for the duration of the Agreement, including any time extensions. If the Recipient does not already have a computer designated to the person responsible for grant oversight, which is located in the program office and capable of internet access, administrative funds may be used as needed to obtain, at reasonable cost, a computer to allow internet access.

Special Conditions

Not Applicable.

Attachment E – Project Specific Conditions for Housing Rehabilitation

1. The Recipient must meet a “National Objective” for each service area addressed with CDBG-CV funds. If a National Objective is not met for a service area, all CDBG-CV funds received for the activities conducted in that service area must be repaid.
2. If the Recipient installs water lines with CDBG-CV funds for the purpose of fire protection, those lines shall only be converted to a potable water distribution system if the housing units of all low- and moderate-income families in the service area are hooked up to the potable water system at no cost to low- and moderate-income households. Hookups must be accomplished prior to or concurrent with conversion of the water lines to a potable water distribution system.
3. The Recipient is responsible for verifying and maintaining documentation that households receiving direct benefits, in the form of hookups to potable water and/or sewage collection lines, meet program requirements regarding the low- and moderate-income National Objective. The Recipient shall maintain homeowner files locally and at a minimum include the following:
 - a. The name of the owner, the address of the property, and family size;
 - b. The method and source documentation used to verify household income;
 - c. Documentation that the income of the household is below Section 8 income limits based on family size;
 - d. The method and source documentation used to verify home ownership; and
 - e. If rental property is involved, an acceptable five-year written agreement with the owner(s) related to affordability and subsequent rate increases.

The information must be maintained for review and verification during on-site monitoring visits.

4. The Recipient shall provide the following data in its Administrative Closeout Report for each CDBG-CV-funded activity:
 - a. For activities which provide indirect benefits (e.g., road paving, water and sewer improvements, parks, fire protection), beneficiary data shall be provided for all residents of the households being served. For activities that provided direct benefits (e.g., utility hookups, housing rehabilitation, temporary relocation), beneficiary data shall be provided based solely on the head of household. The number of females and female heads of households, the number of handicapped persons, the number of elderly persons;
 - b. The number of moderate-income (MI), low-income (LI), and very low-income (VLI) beneficiaries proposed and actually served;
 - c. The name of each head of household, owner’s name (if different), and address of each housing unit hooked up to water or sewer service with CDBG-CV funds, the date the construction was completed on the housing unit, and the amount of CDBG-CV funds spent on that housing unit; and
 - d. The racial demographics and ethnicity of the head of each household using the following descriptions:

1) White, 2) African American, 3) Asian, 4) American Indian or Alaskan Native, 5) Native Hawaiian/Pacific Islander, 6) American Indian or Alaskan Native and White	7) Asian and White, 8) African American and White, 9) American Indian/Alaskan Native and African American, or 10) Other Multi-Racial; and 11) If the head of household is Hispanic
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5. The Recipient shall only provide assistance for the rehabilitation of and/or for the hookup of utilities to housing units that are occupied by very low-, low- and moderate-income persons to meet the “National

Attachment E – Project Specific Conditions for Housing Rehabilitation

Objective” of providing assistance to low- and moderate-income persons. If a National Objective is not be met for an activity, all CDBG-CV funds received for the activity must be repaid.

6. The Recipient shall ensure that no rehabilitation contract between a very low-, low- or moderate-income homeowner and a contractor is signed before the Authority to Use Grant Funds has been issued and the site specific environmental review for the home has been approved by DEO.
7. For a county Recipient, all housing units that are rehabilitated shall be located in the unincorporated portion of the county. For a municipal Recipient, all housing units that are rehabilitated shall be located within the jurisdictional limits of the Recipient.
8. The Recipient must comply with its Housing Assistance Plan (HAP) that was provided to DEO as part of the application process. DEO approval is required for HAP revisions made after the application deadline. The Recipient agrees that the HAP will be followed unless waived by the governing body.
9. Bids for rehabilitation or reconstruction of housing units shall only be accepted from contractors licensed by the Florida Department of Business & Professional Regulation. All work performed on a septic tank or an issue related to a septic tank shall be performed by a licensed septic tank contractor certified by the Florida Department of Health.
10. Rehabilitation of all housing units funded in part or in full with CDBG-CV funds must be in compliance with the current Florida Building Code – Existing Buildings, as well as local building codes and local maintenance codes. If housing units must be replaced, construction of new units must be in full compliance with current Florida Building Code.
11. The Recipient shall provide assistance for the rehabilitation of housing in a floodplain only after documenting in the rehabilitation case file for that structure that the Recipient and the beneficiary are in compliance with the Flood Disaster Protection Act of 1973, as amended. This documentation must address such things as elevation requirements, erosion, and water, sewage, or septic tank requirements. Each structure located within a 100-year floodplain that is rehabilitated to any extent with CDBG-CV funds shall be insured under the National Flood Insurance Program. The flood insurance must be at least equal to the amount spent on the rehabilitation. Homeowners in a 100-year floodplain that do not maintain flood insurance will be exempt from receiving future federal disaster related funds per section 582 of the National Flood Insurance Reform Act of 1994, 42 U.S.C. 5154a.
12. When CDBG-CV funds are expended to acquire property through a voluntary process for the purpose of assisting low- and moderate-income households to relocate out of a 100-year floodplain, the following shall apply:
 - a. Future development of the property acquired shall be prohibited, unless the use does not increase the property’s impervious surface;
 - b. The local government may retain title to the property or transfer the title to a land conservancy agency or program, subject to DEO approval, at DEO sole and absolute discretion;
 - c. The beneficiaries shall agree in writing to relocate permanently outside the 100-year floodplain;
 - d. Any beneficiaries who subsequently relocate into a 100-year floodplain shall not be provided any direct benefit with CDBG-CV funds at any future point in time, and this restriction shall be noted in the relocation document signed by the beneficiaries in subparagraph 8.c., above; and
 - e. All structures on the property shall be demolished or relocated out of the floodplain.
13. The Recipient shall adopt and implement procedures to fulfill regulatory and statutory requirements relating to Lead-Based Paint pursuant to 24 C.F.R. § 570.487 and 24 C.F.R. part 35, Subparts B, J, and R. A Recipient can

Attachment E – Project Specific Conditions for Housing Rehabilitation

request reimbursement from the housing rehabilitation line item of its budget for the cost of a lead-based paint inspection prior to the home's site specific environmental review being approved because it is part of the environmental review process. The Recipient is required to:

- a. Prohibit the use of lead-based paint;
 - b. Notify potential beneficiaries of the hazards of lead-based paint;
 - c. Inspect properties built before 1978 prior to initiating rehabilitation to determine if lead-based paint is present;
 - d. If lead-based paint is found, undertake appropriate protection of workers and occupants during the abatement process;
 - e. Ensure proper lead-based paint clean up and disposal procedures are used; and,
 - f. Retain records of enforcement and monitoring for at least six years after final closeout of the subgrant.
14. The Recipient shall also adopt and implement procedures to fulfill regulatory and statutory asbestos related requirements per 40 C.F.R. Part 61, Subpart M (61.145 and 61.150) established by the U.S. Environmental Protection Agency Clean Air Act Section 112 under the National Emissions Standards for Hazardous Air Pollutant (NESHAP). A Recipient can request reimbursement from the housing rehabilitation line item of its budget for the cost of asbestos inspection prior to the home's site specific environmental review being approved because it is part of the environmental review process. The Florida Department of Environmental Protection (FDEP) administers the asbestos removal program under Chapter 62-257, F.A.C. and requires:
- a. Inspection of properties by a licensed inspector for the rehabilitation or demolition of homes in close proximity to one another or as part of a larger project;
 - b. Notification provided to the appropriate FDEP office of asbestos removal with a notice of demolition or asbestos renovation within 10 working days before activities begin; and
 - c. Removal of asbestos by a licensed asbestos contractor.
15. Mobile homes constructed before 1993 shall not be rehabilitated. If a homeowner of a mobile home constructed before 1993 is selected for assistance, the Recipient shall replace the mobile home with either a new site-built home or a new mobile home.
16. Change orders for housing rehabilitation or reconstruction shall be approved by the housing unit owner or his or her representative, the contractor, and a representative of the Recipient prior to initiation of work based on that change order.
17. To document completion of construction, each housing unit case file shall contain the following information:
- a. A statement from the licensed contractor certifying that all items on the initial work write-up and those modified through change orders are complete;
 - b. An acknowledgment that the housing unit meets the applicable local building code and Section 8 Housing Quality Standards, signed and dated by the local building inspector and the local government's housing rehabilitation specialist;
 - c. A copy of the contractor's license;

Attachment E – Project Specific Conditions for Housing Rehabilitation

- d. A signed statement by the housing unit owner or his or her representative that the work has been completed based on the work write-up and change orders. Should all requirements be fulfilled and the homeowner or his or her representative refuses to acknowledge completion of the work, the housing unit case file shall be documented with a statement detailing the stated reason for said refusal; and
 - e. A 12-month warranty of work and materials from the contractor to the homeowner that begins when the Certificate of Occupancy or the Certificate of Completion are issued.
- 14. If homes to be rehabilitated with CDBG-CV grant funds will be selected from an existing list of State Housing Initiatives Partnership (SHIP) applicants rather than a public notice soliciting applications, the homes from the SHIP applicants list shall be prioritized using the ranking procedure established in the CDBG HAP. The ranking procedure will be reviewed during monitoring and compared to the list of homes rehabilitated.
- 15. The following data will be provided, by housing unit, as part of the administrative closeout for each activity providing direct benefit (e.g., housing rehabilitation, temporary relocation, hookups, etc.), summarized by activity and submitted with the administrative closeout package:
 - a. Name of each head of household and address of each housing unit rehabilitated with CDBG-CV funds, the date the construction was completed on the housing unit, and the amount of CDBG-CV and non-CDBG-CV funds spent on that housing unit;
 - b. Whether the head of household is female, if the household includes someone who is handicapped or elderly, the number of handicapped persons in the household, the number of elderly persons in the household, and the moderate-income, low-income or very low-income status of the household;
 - c. The number of occupants in the household, categorized by gender; and
 - d. The racial demographics and ethnicity of the head of each household using the following descriptions:
 - 1) White,
 - 2) African American,
 - 3) Asian,
 - 4) American Indian or Alaskan Native,
 - 5) Native Hawaiian/Pacific Islander,
 - 6) American Indian or Alaskan Native and White
 - 7) Asian and White,
 - 8) African American and White,
 - 9) American Indian/Alaskan Native and African American, or
 - 10) Other Multi-Racial; and
 - 11) If the head of household is Hispanic

Attachment E – Project Specific Conditions for Economic Development

1. This project must meet the “Public Benefit Standards” by having a cost per job (subgrant amount divided by total full-time equivalent jobs created) of less than \$35,000. For each contracted job (See Attachment A – Project Descriptions and Deliverables.) not created, the Recipient shall repay DEO \$35,000.
2. This project must meet a “National Objective” by having at least 51 percent of all jobs created being held by persons from low- and moderate-income households. If this National Objective is not achieved, the Recipient shall be required to pay back all CDBG-CV funds drawn down, except for funds expended for subgrant administration, unless DEO, in its sole, reasonable discretion, determines the Recipient is at fault for the failure to meet this National Objective.
3. The Recipient shall enter into a Participating Party Agreement with each Participating Party in accordance with the terms of this Agreement. The Recipient shall include in each Participating Party Agreement that the Participating Party agrees to perform the specific activities described in the Subgrant Application and this Agreement, and each Participating Party Agreement must include at a minimum the following provisions:
 - a. The Participating Party shall create and/or retain and satisfactorily document the creation and/or retention of at least the number of full-time equivalent permanent net new jobs and the number of full-time equivalent permanent net new jobs to be held by members of low- and moderate-income families as specified on Forms E-3 (if applicable for job retention) and E-4 of the Recipient’s Application for Funding, Attachment A – Project Description and Deliverables of this agreement and on the Project Detail Budget. If more than the number of full-time equivalent permanent net new jobs specified in Form E-4 of the Recipient’s Application for Funding, Attachment A – Project Description and Deliverables of the Subgrant Agreement and on the Attachment B - Project Detail Budget are created and/or retained, 51 percent of those jobs shall be made available to members of low- and moderate-income families. These jobs shall be created and/or retained no later than the termination date of the Recipient’s Subgrant Agreement, as it may be amended. Documentation shall be the CDBG-CV Program Pre-Employment Household Income Certification Form, Form CV-50, for each job created or retained, and a certified payroll that verifies that the jobs documented on the forms were filled at a particular point in time. The documentation of the creation and/or retention of these jobs shall be retained by the Participating Party for a period of six years following the completion of review and clearance of a final audit for this Agreement;
 - b. The Participating Party must comply with Chapter 119, F.S., for all documents, papers, letters or other materials subject to the provisions of Chapter 119, F.S., and made or received by the Participating Party in conjunction with the Subgrant Agreement or the Participating Party Agreement. The failure of the Participating Party to comply with Chapter 119, F.S. is an act of default and cause for the unilateral cancellation of the Participating Party Agreement and the Subgrant Agreement;
 - c. The Participating Party agrees that any failure to: (i) create, retain, or cause to be created and/or retained the number of jobs listed in the Recipient’s Subgrant Agreement to be held by members of low- and moderate-income families; (ii) satisfactorily document the creation and/or retention of the agreed upon number of jobs to be held by members of low- and moderate-income families, or (iii) to expend or satisfactorily document the expenditure of the full amount of leverage dollars agreed upon in the Recipient’s Application is an act of default;
 - d. The Participating Party shall provide any training necessary to equip members of low- and moderate-income families with the skills required to obtain or retain the full-time equivalent jobs created and/or retained through the Recipient’s Subgrant Agreement;

Attachment E – Project Specific Conditions for Economic Development

- e. The Participating Party shall expend at a minimum the amount of leverage referenced on Form L-1 of the Application for Funding and on the Attachment B - Project Detail Budget. The funds must be expended on project related costs, and the Participating Party shall furnish documentation of expenditures. Construction costs shall not be expended until after DEO issues the Authority to Use Grant Funds, but administrative and engineering costs, including costs for conducting the environmental review, can be expended after the site visit. This documentation shall be provided to the Recipient in a form and content satisfactory to DEO that allows accurate ready comparison between expenditures and related activities as defined on Form L-1 of the Application for Funding. This documentation shall be provided to the Recipient as the expenditures occur;
- f. The Participating Party shall ensure that one or more buildings are constructed which shall accommodate, at a minimum, the facility described in the Subgrant Application (the “Participating Party Facility”). The building(s) shall remain titled in the name of the Participating Party until all requirements in paragraph 3a. above have been satisfied;
- g. The Participating Party shall develop a schedule which identifies the start date for construction of its facilities; the dates by which such construction will be 25 percent, 50 percent, 75 percent, and 100 percent complete; the date that hiring of employees will begin; and the date by which all employees will be hired, which shall be on or before the termination date of this Agreement. These same Participating Party milestones shall be made an attachment to the Participating Party Agreement, and shall be included in the Activity Work Plan, Attachment C to this Agreement. Timely satisfaction of these milestones shall be used in determining whether the Recipient is “on schedule” under this Agreement;
- h. Participating Party attests that the assisted activity *will/will not* result in the relocation of any industrial or commercial plant, facility, or operation from one Labor Market Area (LMA) to another, and, if so, the number of jobs that will be relocated from each LMA;
 - (i) The Participating Party certifies from that neither it, nor any of its subsidiaries, have plans to relocate jobs at the time this agreement is signed that would result in a significant loss of job(s) as defined in 24 C.F.R. § 570.482(h);
 - (ii) The Participating Party agrees to reimburse the Recipient any CDBG-CV assistance provided to, or expended on behalf of, the Participating Party, in the event that such assistance results in the relocation of jobs as prohibited under 24 C.F.R. § 570.482(h).
- i. The Participating Party shall submit a detailed quarterly report to the Recipient that demonstrates its progress toward achieving the milestones set forth in the Participating Party Activity Work Plan. The Participating Party shall deliver each report to the Recipient no later than the end of each quarter, until submission of the administrative closeout report by the Recipient. The ending dates for each quarter of the program year are March 30, June 30, September 30 and December 31;
- j. The Participating Party shall notify the Recipient in writing when it begins hiring for the required jobs and when it has completed hiring for the required jobs;
- k. The Participating Party, if requested by the Recipient, shall provide to the Recipient or its agents such reasonable information concerning the project as the Recipient may reasonably require as it relates specifically to the conditions of the grant;

Attachment E – Project Specific Conditions for Economic Development

- l. That the Participating Party shall begin construction and furnish to the Recipient evidence of the Participating Party's commencement of construction on the Participating Party Facility within the time frame specified in the Participating Party Schedule;
 - m. That prior to execution of the Participating Party Agreement, DEO must approve the Participating Party Agreement, including any amendments thereto, in writing. The right of approval granted to DEO with respect to the Participating Party Agreement between the Recipient and the Participating Party shall survive the term of this Agreement. DEO does not assume any liability or responsibility for the accuracy or enforceability of the Participating Party Agreement through the exercise of this right of approval;
 - n. The Participating Party Agreement shall not expire until the issuance of a letter of Administrative Closeout of this Agreement; however, all required job creation must be completed and documented by the termination date of this Agreement. Extension of the Subgrant Agreement shall act as an extension of the Participating Party Agreement. Failure of the Recipient to notify the Participating Party of such an extension shall not invalidate this provision;
 - o. The Participating Party shall utilize the service of the local workforce development board and/or advertise the newly created employment positions in one or more of the local newspapers that serve the city/county.
4. The Recipient shall track all new jobs created as a direct result of the construction and availability of the infrastructure paid for with CDBG-CV funds. New businesses that would otherwise not be able to locate to the project site and existing businesses that are now able to expand or create new jobs because of the availability of infrastructure being provided through this Agreement must agree to provide such information as a condition of hookups and building permits. The aggregate of all jobs created or retained as a result of the infrastructure shall be counted to ensure that 51 percent of all new full-time equivalent jobs are taken by or made available to low and moderate-income persons. Tracking and retention of said job creation shall continue until a cost per job of under \$10,000 is reached or one (1) year following the completion of the CDBG-CV funded infrastructure, whichever comes first.
 5. The Recipient shall maintain records of the Participating Party's expenditure of funds that will allow accurate and ready comparison between the expenditures and contracted budget line items by contracted activity in the Attachment B - Project Detail Budget.
 6. The Recipient may seek reimbursement for application preparation costs incurred prior to the date of the Agreement provided the costs were requested in the Application for Funding and the required documentation was provided.

Should this Agreement not be executed by DEO, or should the procurement process be subsequently determined not to meet program requirements, no reimbursement shall be allowed.
 7. The Recipient shall ensure the design and construction of only the minimum acceptable level of infrastructure to provide the required levels of service for the on-going operations of the Participating Party in the project area. The Recipient shall demonstrate that the route chosen for construction of said infrastructure (when appropriate) is the least expensive of the available alternative routes. Documentation of the satisfaction of this requirement shall be in the form of a certification from a licensed engineer, bearing said engineer's seal.

Attachment F – State and Federal Statutes, Regulations, and Policies

The Recipient agrees to, and, by signing this Agreement, certifies that, it will comply with the requirements of 24 C.F.R. part 570, subpart I, and § 570.200(j) and § 570.606 (HUD regulations concerning State Community Development Block Grant Programs). The Recipient also agrees to use funds available under this Agreement to supplement rather than supplant funds otherwise available. The Recipient further agrees to comply with all other applicable Federal, State and local laws, regulations, and policies governing the funds provided under this Agreement, including, but not limited to the following:

1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. part 200);
2. Florida Small Cities Community Development Block Grant Program Act (§§ 290.0401-290.048, F.S.);
3. Florida Small Cities Community Development Block Grant Program rules (chapter 73C-23, F.A.C.);
4. Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. §§ 5301-5321);
5. Rules and Procedures for Efficient Federal-State Funds Transfers (31 C.F.R. part 205);
6. Community Planning Act (§ 163.3164, F.S.);
7. Florida Small and Minority Business Assistance Act (§§ 288.703-288.706, F.S.);
8. CDBG Technical Memoranda (<https://www.hudexchange.info/community-development/cdbg-memoranda/>);
9. Applicable HUD Community Planning and Development Notices (<https://www.hudexchange.info/manage-a-program/cpd-notices>);
10. Single Audit Act Amendments of 1996 (31 U.S.C. §§ 7501-7507);
11. Environmental Review Procedures for Entities Assuming HUD Responsibilities (24 C.F.R. part 58);
12. Environmental Criteria and Standards (24 C.F.R. part 51);
13. Flood Disaster Protection Act of 1973, as amended (42 U.S.C. §§ 4001-4129), Floodplain Management and Protection of Wetlands (24 C.F.R. part 55), and Executive Orders 11988 (Floodplain Management) and 11990 (Protection of Wetlands);
14. National Environmental Policy Act of 1969, as amended (42 U.S.C. §§ 4321-4370h) and other provisions of law which further the purpose of this act;
15. National Historic Preservation Act of 1966, as amended (54 U.S.C. §§ 300301-320303), Protection of Historic Properties (36 C.F.R. part 800), and other provisions of law which further the purpose of this act;
16. Archaeological and Historic Preservation Act of 1974 and Reservoir Salvage Act of 1960, as amended (54 U.S.C. §§ 312501-312508);
17. Coastal Zone Protection Act of 1985 (§§ 161.52-161.58, F.S.);
18. Safe Drinking Water Act of 1974, as amended (42 U.S.C. §§ 300f, et seq.);
19. Federal Water Pollution Control Act of 1972, as amended (33 U.S.C. §§ 1251-1387);
20. Davis–Bacon Act of 1931, as amended (40 U.S.C. §§ 3141-3148) and Labor Standards Provisions of 29 C.F.R. part 5;
21. Contract Work Hours and Safety Standards Act of 1962, as amended (40 U.S.C. §§ 3701-3708);
22. Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1975 (42 U.S.C. §§ 6901-6992k);
23. Architectural Barriers Act of 1968 (42 U.S.C. §§ 4151-4157) and the Uniform Accessibility Standards, as applicable;
24. Federal Fair Labor Standards Act of 1938, as amended (29 U.S.C. §§ 201-219);
25. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. §§ 4601-4655), and the applicable rules for Federal and Federally-Assisted Programs at 49 C.F.R. part 24;
26. Copeland “Anti-Kickback” Act (18 U.S.C. § 874);
27. Hatch Act of 1939, as amended (5 U.S.C. §§ 1501-1508);
28. Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4821-4846); the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. §§ 4851–4856); and the applicable implementing regulations at 24 C.F.R. part 35 and 24 C.F.R. part 570, subparts A, B, J, K, and R;
29. Section 102 of HUD Reform Act of 1989 (42 U.S.C. § 3545) and HUD Reform Act regulations at 24 C.F.R. part 4;
30. False Claims Act (31 U.S.C. §§ 3729-3733);
31. Comprehensive Procurement Guideline for Products Containing Recovered Materials (40 C.F.R. part 247);
32. Clean Air Act (42 U.S.C. §§ 7401-7671q), and National Primary and Secondary Ambient Air Quality Standards (40 C.F.R. part 50); and
33. Whistleblower Protection enacted by Section 828 of P.L. 112-239 and permanently extended under P.L. 114-261.

Attachment F – State and Federal Statutes, Regulations, and Policies

34. FR-6218-N-01: Notice of Program Rules, Waivers, and Alternative Requirements Under the CARES Act for CDBG-CV Grants, FY 2019 and 2020 CDBG Grants, and Other Formula Programs.

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Attachment G – Civil Rights Requirements

Fair Housing

As a condition for the receipt of CDBG-CV funds, each Recipient must certify that it will “affirmatively further fair housing” in its community. The Recipient shall demonstrate its commitment to affirmatively further fair housing by implementing the actions listed below.

Each Recipient shall do the following:

- 1) Have in place a fair housing resolution or ordinance that covers all Federally protected classes (race, color, familial status, handicap, national origin, religion, and sex);
- 2) Designate an employee as the Fair Housing Coordinator who is available during regular business hours to receive fair housing calls;
- 3) Publish the Fair Housing Coordinator’s contact information quarterly in a newspaper of general circulation in the Recipient’s jurisdiction so that people know who to call to ask fair housing questions or register a complaint. Alternatively, the Recipient can post the coordinator’s contact information throughout the year on the Recipient’s website;
- 4) Establish a system to record the following for each fair housing call:
 - a) The nature of the call,
 - b) The actions taken in response to the call,
 - c) The results of the actions taken, and
 - d) If the caller was referred to another agency, the results obtained by the referral agency;
- 5) Conduct at least one fair housing activity each year; and
- 6) Display a fair housing poster in the CDBG Office. (This does not count as a fair housing activity.)

The Recipient shall ensure that the fair housing contact person has received training so that he/she can handle fair housing phone inquiries or refer the inquiries to the appropriate people/agencies. Records maintained by the contact will help the community do the following:

- Define where discriminatory practices are occurring,
- Help the community measure the effectiveness of its outreach efforts, and
- Provide the community with a means to gain information that can be used to design and implement strategies that will eliminate fair housing impediments.

Examples of fair housing activities include the following:

- Making fair housing presentations at schools, civic clubs, and neighborhood association meetings;
- Conducting a fair housing poster contest or an essay contest;
- Manning a booth and distributing fair housing materials at libraries, health fairs, community events, yard sales, and church festivals; and
- Conducting fair housing workshops for city/county employees, realtors, bank and mortgage company employees, insurance agents, and apartment complex owners.

Printing a fair housing notice on a utility bill is no longer accepted as a fair housing activity; however, mailing a DEO-approved fair housing brochure as an insert with utility bills will be accepted as an activity. Placing posters in public buildings does not meet the requirement for a fair housing activity.

The Recipient shall document its fair housing activities by keeping photographs, newspaper articles, sign-in sheets and copies of handouts in their CDBG-CV project file and include information about the activities in the comment section of the quarterly report during which the activity was undertaken.

Attachment G – Civil Rights Requirements

Equal Employment Opportunity

As a condition for the receipt of CDBG-CV funds, each Recipient must certify that it and the contractors, subcontractors, subrecipients and consultants that it hires with CDBG-CV funds will abide by the Equal Employment Opportunity (EEO) Laws of the United States. The Recipient shall demonstrate its commitment to abide by the laws through the actions listed below.

Each Recipient shall do the following:

- 1) Have in place an equal employment opportunity resolution or ordinance that protects its applicants and employees and the applicants and employees of its contractors, subcontractors, subrecipients and consultants from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex, national origin, disability, age, or genetics;
- 2) Designate an employee as the EEO Coordinator who is available during regular business hours to receive EEO calls;
- 3) Publish the EEO Coordinator's contact information quarterly in a newspaper of general circulation in the Recipient's jurisdiction so that people know who to call to ask EEO questions or register a complaint. Alternatively, the Recipient can post the coordinator's contact information throughout the year on the Recipient's website; and
- 4) Establish a system to record the following for each EEO call:
 - a) The nature of the call,
 - b) The actions taken in response to the call, and
 - c) The results of the actions taken;

Each Recipient shall maintain a list of certified minority-owned business enterprises (MBE) and women-owned business enterprises (WBE) that operate in its region. The Recipient shall use this list to solicit companies to bid on CDBG-CV-funded construction activities and shall provide a copy of the list to the prime contractor(s) to use when it hires subcontractors and consultants. The Department of Management Services maintains a list of certified minority and women-owned businesses that can be used to develop a local MBE/WBE list at the following website: <https://osd.dms.myflorida.com/directories>.

Section 504 and the Americans with Disabilities Act (ADA)

As a condition for the receipt of CDBG-CV funds, the Recipient must certify that it provides access to all federally funded activities to all individuals, regardless of handicap. The Recipient shall demonstrate its commitment to abide by the laws through the actions listed below.

The Recipient shall do the following:

- 1) Have in place a resolution or ordinance that is designed to eliminate discrimination against any person who:
 - a) Has a physical or mental impairment which substantially limits one or more major life activities;
 - b) Has a record of such an impairment; or
 - c) Is regarded as having such an impairment.
- 2) Designate an employee as the Section 504/ADA Coordinator who is available during regular business hours to receive Section 504/ADA calls;
- 3) Publish the Section 504/ADA Coordinator's contact information quarterly in a newspaper of general circulation in the Recipient's jurisdiction so that people know who to call to ask Section 504/ADA questions or register a complaint. Alternatively, the Recipient can post the coordinator's contact information throughout the year on the Recipient's website; and

Attachment G – Civil Rights Requirements

- 4) Establish a system to record the following for each Section 504/ADA call:
 - a) The nature of the call,
 - b) The actions taken in response to the call, and
 - c) The results of the actions taken.

Section 504 prohibitions against discrimination (see 45 C.F.R. part 84) apply to service availability, accessibility, delivery, employment, and the administrative activities and responsibilities of organizations receiving Federal financial assistance. A recipient of Federal financial assistance may not, on the basis of disability:

- Deny qualified individuals the opportunity to participate in or benefit from Federally funded programs, services, or other benefits,
- Deny access to programs, services, benefits or opportunities to participate as a result of physical barriers, or
- Deny employment opportunities, including hiring, promotion, training, and fringe benefits, for which they are otherwise entitled or qualified.

The ADA regulations (Title II, 28 C.F.R. part 35, and Title III, 28 C.F.R. part 36) prohibit discrimination on the basis of disability in employment, State and local government, public accommodations, commercial facilities, transportation, and telecommunications. To be protected by the ADA, one must have a disability or have a relationship or association with an individual with a disability.

Title II covers all activities of state and local governments regardless of the government entity's size or receipt of Federal funding. Title II requires that State and local governments give people with disabilities an equal opportunity to benefit from all their programs, services, and activities (e.g. public education, employment, transportation, recreation, health care, social services, courts, voting, and town meetings). State and local governments are required to follow specific architectural standards in the new construction and alteration of their buildings. They also must relocate programs or otherwise provide access in inaccessible older buildings, and communicate effectively with people who have hearing, vision, or speech disabilities.

Title III covers businesses and nonprofit service providers that are public accommodations, privately operated entities offering certain types of courses and examinations, privately operated transportation, and commercial facilities. Public accommodations are private entities who own, lease, lease to, or operate facilities such as restaurants, retail stores, hotels, movie theaters, private schools, convention centers, doctors' offices, homeless shelters, transportation depots, zoos, funeral homes, day care centers, and recreation facilities including sports stadiums and fitness clubs. Transportation services provided by private entities are also covered by Title III.

Section 3 - Economic Opportunities for Low- and Very Low-Income Persons

Each Recipient shall encourage its contractors to hire qualified low- and moderate-income residents for any job openings that exist on CDBG-CV-funded projects in the community. The Recipient and its contractors shall keep records to document the number of low- and moderate-income people who are hired to work on CDBG-CV-funded projects. The number of low- and moderate-income residents who are hired to work of the project shall be reported in the comment section of the quarterly report.

The following Section 3 clause is required to be included in any contracts and subcontracts funded by this Agreement:

Attachment G – Civil Rights Requirements

Section 3 Required Language

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The Parties to this contract agree to comply with HUD's regulations in 24 C.F.R. part 75, which implements section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. part 75.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 C.F.R. part 75.
- F. Noncompliance with HUD's regulations in 24 C.F.R. part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. Contracts and subcontracts subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of Section 3.

Whistleblower Protection

The following clause, is required to be included in all federally funded subawards and contracts over the simplified acquisition threshold:

Pursuant to Section 828 of Pub. L 112-239, "National Defense Authorization Act for Fiscal Year 2013" and permanently extended through the enactment of Pub. L 114-261 (December 14, 2016), this award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower right and remedies established at 41 U.S.C. § 4712. Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees, in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. § 4712. This clause shall be inserted in all subawards and in contracts over the simplified acquisition threshold related to this award; best efforts should be made to include this clause in any subawards and contracts awarded prior to the effective date of this provision.

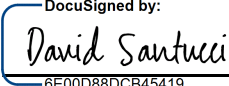
Attachment G – Civil Rights Requirements

Civil Rights Regulations

As a condition for the receipt of CDBG-CV funds, each Recipient must certify that it will abide by the following Federal laws and regulations:

1. Title VI of the Civil Rights Act of 1964 – Prohibits discrimination by government agencies that receive Federal funding;
2. Title VII of the Civil Rights Act of 1964 – prohibits employment discrimination on the basis of race, color, religion, sex, or national origin;
3. Title VIII of the Civil Rights Act of 1968 – as amended (the Fair Housing Act of 1988);
4. 24 C.F.R. § 570.487(b) – Affirmatively Furthering Fair Housing;
5. 24 C.F.R. § 570.490(b) – Unit of general local government's record;
6. 24 C.F.R. § 570.606(b) – Relocation assistance for displaced persons at URA levels;
7. Age Discrimination Act of 1975;
8. Executive Order 12892 – Leadership and Coordination of Fair Housing in Federal Programs: Affirmatively Furthering Fair Housing;
9. Section 109 of the Housing and Community Development Act of 1974 – No person shall be excluded from participation in, denied benefits of, or subjected to discrimination under any program or activity receiving CDBG-CV funds because of race, color, religion, sex or national origin;
10. Section 504 of the Rehabilitation Act of 1973 and 24 C.F.R. part 8, which prohibits discrimination against people with disabilities;
11. Executive Order 11063 – Equal Opportunity in Housing;
12. Executive Order 11246 – Equal Employment Opportunity; and
13. Section 3 of the Housing and Urban Development Act of 1968, as amended –Economic Opportunities for low- and very low-income persons.

I hereby certify that the City of Deerfield Beach, Florida shall comply with all the provisions and Federal regulations listed in this attachment.

By:  Date: 2/3/2023
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Name: David Santucci

Title: City Manager

Attachment H – Reports

The following reports must be completed and submitted to DEO in the time frame indicated. Failure to timely file these reports constitutes an Event of Default, as defined in Paragraph (10) Default, of this Agreement.

1. A **Quarterly Progress Report**, Form SC-65, must be submitted to DEO 15 calendar days after the end of each quarter. The reports are due by the following dates: April 15, July 15, October 15 and January 15. The quarterly report shall include: a summary of work performed during the reporting period; photographs taken to date; a percent of work completed for each task; a summary of expenditures since the effective date; and a summary of any issues or events occurring which affect the ability of the Recipient to meet the terms of this Agreement.
2. A **Contract and Subcontract Activity** form, Form HUD-2516, currently available at <http://www.flrules.org/Gateway/reference.asp?No=Ref-05360>; which is incorporated herein by reference, must be submitted by April 15 and October 15 each year through the DEO's SERA reporting system at <https://deosera.my.salesforce.com/>. The form must reflect all contractual activity for the period, including Minority Business Enterprise and Woman Business Enterprise participation. If no activity has taken place during the reporting period, the form must indicate "no activity".
3. The **Administrative Closeout Report**, Form SC-62, must be submitted to DEO within 45 calendar days of the Agreement end date or within 45 days of the completion of all activities. The Recipient must provide all applicable information requested on the closeout report form. The Administrative Closeout Report cannot be submitted to DEO before the Recipient has submitted its Final Request for Funds.

Recipients of an Economic Development agreement shall not submit an administrative closeout package until the cost per job is less than \$10,000 or until one year after the date that all CDBG-CV-funded activities were completed, whichever comes first.

The following documentation shall be provided with the Administrative Closeout Report:

- a. Certification that all project activities have been completed, inspected and approved by all parties prior to the subgrant end date and submission of the closeout report;
 - b. Documentation of any leverage expended after the last on-site monitoring visit;
 - c. Documentation of fair housing activities conducted after the last on-site monitoring visit;
 - d. Documentation that all citizen complaints related to the project have been resolved;
 - e. A list of the homes receiving direct benefit, if applicable; and,
 - f. Certification that each housing unit assisted was located within the Recipient's jurisdictional boundaries for Housing Rehabilitation subgrants.
 - g. For housing rehabilitation projects, documentation that all homeowners have signed forms stating that they have accepted the improvements.
 - h. Copies of all remaining pre-construction, construction and post-construction photographs of all CDBG-CV-funded activities submitted as .jpeg or .tiff files not previously submitted with quarterly reports.
4. In accordance with 2 C.F.R. part 200, should the Recipient meet the threshold for submission of a single or program specific audit, the audit must be conducted in accordance with 2 C.F.R. part 200, and submitted to DEO no later than nine months from the end of the Recipient's fiscal year. If the Recipient did not meet the audit threshold, an **Audit Certification Memo**, Form SC-47, must be provided to DEO no later than nine months from the end of the Recipient's fiscal year.

Attachment H – Reports

5. A copy of the **Audit Compliance Certification** form, Attachment K, must be emailed to audit@deo.myflorida.com within 60 calendar days of the end of each fiscal year in which this subgrant was open.
6. **Section 3 Reporting Requirements.** Reporting of labor hours for Section 3 projects must comply with 24 C.F.R. § 75.25(a). Subrecipients must report the following: (i) the total number of labor hours worked; (ii) the total number of labor hours worked by Section 3 workers; and (iii) the total number of labor hours worked by Targeted Section 3 workers. If Section 3 benchmarks are not met, the subrecipient's qualitative efforts must be reported in a manner required by 24 C.F.R. § 75.25(b).

Section 3 compliance efforts must be reported through DEO's SERA reporting system by July 31, annually. DEO maintains a Section 3 Summary Report form which must be used to report annual accomplishments regarding employment, labor hours worked, and other economic opportunities provided to persons and businesses that meet "Section 3" requirements.

7. **Requests for Funds** payment requests must be submitted in accordance with the timelines included on Attachment C - Activity Work Plan. DEO will not reimburse a payment request for less than \$5,000 unless it is the final payment request. Each payment request must include an invoice from the Recipient to DEO and copies of all invoices that the Recipient received from its consultants for services rendered and the documentation listed below. The invoices must document that the Recipient and each consultant/contractor met the Minimum Level of Service listed on the Deliverables page of Attachment A.

For each Commercial Revitalization, Economic Development and Neighborhood Revitalization payment request that includes reimbursement of construction costs, the Recipient shall provide a copy of the American Institute of Architects (AIA) form G702, Application and Certification for Payment, or a comparable form approved by DEO, signed by the contractor and inspection engineer, and a copy of form G703, Continuation Sheet, or a comparable form approved by DEO. The Recipient shall, at a minimum, submit reimbursement requests upon completing 20, 40, 60, 80 and 100 percent of the project (or 25, 50, 75 and 100 percent of the project if so listed on Attachment C – Activity Work Plan).

For each Housing Rehabilitation payment request that includes construction costs, the Recipient shall provide a copy of AIA form G702, or a comparable form approved by DEO, if applicable, signed by the contractor and the local building inspector or housing specialist and a copy of form G703, or a comparable form approved by DEO, if applicable. For homes being rehabilitated and site-built demolition/replacement houses, the Recipient shall, at a minimum, request reimbursement upon completion of each 20 percent of the work. For demo/replacement involving a new mobile home, the Recipient shall request reimbursement as soon as the mobile home is installed and the invoice received.

If the Recipient needs to remit funds to DEO, including reimbursement of subgrant funds, program income or interest income paid with CDBG-CV funds (collectively "reimbursements"), Recipient shall submit such reimbursements concurrently with a copy of the Return of Funds Form, CV-68.

8. All forms referenced herein are available online at www.FloridaJobs.org/CDBGRecipientInfo or upon request from the DEO grant manager for this Agreement.

Attachment I – Warranties and Representations

Financial Management

The Recipient's financial management system must comply with the provisions of 2 C.F.R. part 200, section 218.33, F.S., and the rules promulgated thereunder. Recipient's financial management system shall include the following:

- (1) Accurate, current and complete disclosure of the financial results of this project or program.
- (2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
- (3) Effective control over and accountability for all funds, property and other assets. The Recipient shall safeguard all assets and assure that they are used solely for authorized purposes.
- (4) Comparison of expenditures with budget amounts for each payment request. Whenever appropriate, financial information should be related to performance and unit cost data.
- (5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the 2 C.F.R. part 200 and the terms and conditions of this Agreement.
- (6) Cost accounting records that are supported by backup documentation.

Competition

All procurement transactions must follow the provisions of 2 C.F.R. §§ 200.318-200.327 and be conducted in a manner providing full and open competition. The Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals shall be excluded from competing for such procurements. Awards must be made to the responsible and responsive bidder or offeror whose proposal is most advantageous to the program, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by the Recipient. All bids or offers may be rejected if there is a sound, documented reason.

Codes of Conduct

The Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. The standards of conduct must provide for disciplinary actions to be applied for violations of the standards by officers, employees, or agents of the Recipient. (*See* 2 C.F.R. § 200.318(c)(1).)

Business Hours

The Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site at all reasonable times for business. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

Licensing and Permitting

All contractors or employees hired by the Recipient shall have all current licenses and permits required for all the particular work for which they are hired by the Recipient.

Attachment J – Audit Requirements

The administration of resources awarded by DEO to the Recipient may be subject to audits and/or monitoring by DEO as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with 2 C.F.R. 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 DEO staff, limited scope audits as defined by 2 C.F.R. part 200, as revised, and/or other procedures. By entering into this Agreement, the Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by DEO. In the event DEO determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by DEO staff 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 C.F.R. part 200, as revised.

1. In the event that the Recipient expends \$750,000 or more in federal awards in its fiscal year, the Recipient must have a single or program-specific audit conducted in accordance with the provisions of 2 C.F.R. 200 Subpart F (Audit Requirements), as revised. In determining the federal awards expended in its fiscal year, the Recipient shall consider all sources of federal awards, including federal resources received from DEO. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 C.F.R. part 200 subpart F (Audit Requirements), as revised. An audit of the Recipient conducted by the Auditor General in accordance with the provisions of 2 C.F.R. part 200 subpart F (Audit Requirements), as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the Recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 C.F.R. 200 Subpart F (Audit Requirements), as revised.
3. If the Recipient expends less than \$750,000 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 C.F.R. 200 Subpart F (Audit Requirements), as revised, is not required. In the event that 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 C.F.R. 200 Subpart F (Audit Requirements), as revised, 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 than federal entities).
4. Although 2 C.F.R. part 200 subpart F (Audit Requirements) does not apply to commercial (for-profit) organizations, the pass-through entity has an obligation to ensure that for-profit subrecipients that expend \$750,000 or more in federal awards must comply with federal awards guidelines (see 2 C.F.R. 200.501(h)). Additionally, for-profit entities may be subject to certain specific audit requirements of individual federal grantor agencies.

Additional Federal Single Audit Act resources can be found at:

<https://harvester.census.gov/facweb/Resources.aspx>

Attachment J – Audit Requirements

PART II: STATE FUNDED

This part is applicable if the Recipient is a non-state entity as defined by section 215.97(2), F.S.

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, the Recipient must have a State single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. 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 DEO, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state 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), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., 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, an audit conducted in accordance with the provisions of section 215.97, F.S., 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, F.S., 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).

Additional information regarding the Florida Single Audit Act can be found at:

<https://apps.fldfs.com/fsaa/>

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), F.S., 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, F.S. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

N/A

PART IV: REPORT SUBMISSION

1. Copies of reporting packages, to include any management letter issued by the auditor, for audits conducted in accordance with 2 C.F.R. part 200 subpart F (Audit Requirements), as revised, and required by PART I of this Exhibit Agreement shall be submitted by or on behalf of the Recipient directly to each of the following at the address indicated:
 - A. Department of Economic Opportunity
Financial Monitoring and Accountability (FMA)
The copy submitted to the FMA section should be sent via email to: FMA-RWB@deo.myflorida.com
 - B. The Federal Audit Clearinghouse designated in 2 C.F.R. part 200 subpart F (Audit Requirements), as revised, electronically at: <https://harvester.census.gov/facweb/>

Attachment J – Audit Requirements

2. Copies of audit reports for audits conducted in accordance with 2 C.F.R. 200 Subpart F (Audit Requirements), as revised, and required by Part I (in correspondence accompanying the audit report, indicate the date that the Recipient received the audit report); copies of the reporting package described in 2 C.F.R. 200 Subpart F (Audit Requirements), as revised, and any management letters issued by the auditor; copies of reports required by Part II of this Exhibit must be sent to DEO at the addresses listed in paragraph three (3) below.

3. Copies of financial reporting packages required by PART II of this Exhibit Agreement shall be submitted by or on behalf of the Recipient directly to each of the following:
 - A. DEO at the following address:

Electronic copies: Audit@deo.myflorida.com

 - 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, FL 32399-1450

Email Address: flaudgen_localgovt@aud.state.fl.us

4. Any reports, management letter, or other information required to be submitted to DEO pursuant to this Agreement shall be submitted timely in accordance with 2 C.F.R. part 200 subpart F, 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.

5. Recipients and subrecipients, when submitting financial reporting packages to DEO for audits done in accordance with Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient/subrecipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, or five (5) state fiscal years after all reporting requirements are satisfied and final payments have been received, or for a period of three (3) years from the date that DEO closes out the CDBG-CV program year(s) from which the funds were awarded by the U.S. Department of Housing and Urban Development, whichever period is longer, and shall allow DEO, or its designee, the Chief Financial Officer (CFO), or Auditor General access to such records upon request. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer. The Recipient shall ensure that audit working papers are made available to DEO, or its designee, CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by DEO.

Exhibit 1 to Attachment J – Funding Sources

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:

Federal Awarding Agency:	U.S. Department of Housing and Urban Development
Federal Funds Obligated to Recipient:	\$244,579.00
Catalog of Federal Domestic Assistance Title:	Community Development Block Grants/State’s Program and Non-Entitlement Grants in Hawaii
Catalog of Federal Domestic Assistance Number:	14.228
Project Description:	Funding is being provided for needed Public Service improvements to benefit low- and moderate-income persons residing in the Recipient’s jurisdiction.
<i>This is not a research and development award.</i>	

Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to this Agreement are as Follows:

Federal Program

1. The Recipient shall perform its obligations in accordance with sections 290.0401- 290.048, F.S.
2. The Recipient shall perform its obligations in accordance with 24 C.F.R. §§ 570.480 – 570.497.
3. The Recipient shall perform the obligations as set forth in this Agreement, including any attachments or exhibits thereto.
4. The Recipient shall perform the obligations in accordance with chapter 73C-23, F.A.C.
5. The Recipient shall be governed by all applicable laws, rules and regulations, including, but not necessarily limited to, those identified in Attachment F – State and Federal Statutes, Regulations, and Policies

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following: *N/A*

Matching Resources for Federal Programs: *N/A*

Subject to Section 215.97, Florida Statutes: *N/A*

Compliance Requirements Applicable to State Resources Awarded Pursuant to this Agreement are as Follows:
N/A

NOTE: Title 2 C.F.R. § 200.332 and section 215.97(5), F.S., require that the information about Federal Programs and State Projects included in Exhibit 1 and the Notice of Subgrant Award/Fund Availability be provided to the Recipient.

Attachment K – Audit Compliance Certification

<i>Email a copy of this form within 60 days of the end of each fiscal year in which this subgrant was open to audit@deo.myflorida.com.</i>	
Recipient: City of Deerfield Beach, Florida	
FEIN:	Recipient's Fiscal Year:
Contact Name:	Contact's Phone:
Contact's Email:	
1. Did the Recipient expend state financial assistance, during its fiscal year, that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between the Recipient and the Department of Economic Opportunity (DEO)? ☐ Yes ☐ No If the above answer is yes, answer the following before proceeding to item 2. Did the Recipient expend \$750,000 or more of state financial assistance (from DEO and all other sources of state financial assistance combined) during its fiscal year? ☐ Yes ☐ No If yes, the Recipient certifies that it will timely comply with all applicable State single or project-specific audit requirements of section 215.97, Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.	
2. Did the Recipient expend federal awards during its fiscal year that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between the Recipient and DEO? ☐ Yes ☐ No If the above answer is yes, also answer the following before proceeding to execution of this certification: Did the Recipient expend \$750,000 or more in federal awards (from DEO and all other sources of federal awards combined) during its fiscal year? ☐ Yes ☐ No If yes, the Recipient certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 C.F.R. part 200, subpart F, as revised.	
By signing below, I certify, on behalf of the Recipient, that the above representations for items 1 and 2 are true and correct.	
Signature of Authorized Representative	Date
Printed Name of Authorized Representative	Title of Authorized Representative

Attachment L – CDBG-CV Subrogation Agreement

State of Florida Department of Economic Opportunity Federally-Funded Community Development Block Grant CARES (CDBG-CV) Subrogation Agreement

This Subrogation and Assignment Agreement (“Agreement”) is made and entered into by and between the City of Deerfield Beach, Florida (hereinafter referred to as “Subrecipient”) and the State of Florida, Department of Economic Opportunity (hereinafter referred to as “DEO”).

In consideration of Subrecipient’s receipt of funds or the commitment by DEO to evaluate Subrecipient’s application for the receipt of funds (collectively, the “Grant Proceeds”) under the DEO Community Development Block Grant CARES Act Program (the “CDBG-CV Program”) administered by DEO, Subrecipient hereby assigns to DEO all of Subrecipient’s future rights to reimbursement and all payments received from any grant, subsidized loan, lawsuit or insurance policies of any type or coverage or under any reimbursement or relief program related to or administered by the Federal Emergency Management Agency (“FEMA”) or the Small Business Administration (“SBA”) (singularly, a “CARES Act Program” and collectively, the “CARES Act Programs”) that was the basis of the calculation of Grant Proceeds paid or to be paid to Subrecipient under the CDBG-CV Program and that are determined in the sole discretion of DEO to be a duplication of benefits (“DOB”) as provided in this Agreement.

The proceeds or payments referred to in the preceding paragraph, whether they are from insurance, FEMA or the SBA or any other source, and whether or not such amounts are a DOB, shall be referred to herein as “Proceeds,” and any Proceeds that are a DOB shall be referred to herein as “DOB Proceeds.” Upon receiving any Proceeds, Subrecipient agrees to immediately notify DEO who will determine in its sole discretion if such additional amounts constitute a DOB. If some or all of the Proceeds are determined to be a DOB, the portion that is a DOB shall be paid to DEO, to be retained and/or disbursed as provided in this Agreement. The amount of DOB determined to be paid to DEO shall not exceed the amount received from the CDBG-CV Program.

Subrecipient agrees to assist and cooperate with DEO to pursue any of the claims Subrecipient has against the insurers for reimbursement of DOB Proceeds under any such policies. Subrecipient’s assistance and cooperation shall include but shall not be limited to allowing suit to be brought in Subrecipient’s name(s) and providing any additional documentation with respect to such consent, giving depositions, providing documents, producing record and other evidence, testifying at trial and any other form of assistance and cooperation reasonably requested by DEO. Subrecipient further agrees to assist and cooperate in the attainment and collection of any DOB Proceeds that the Subrecipient would be entitled to under any applicable CDBG-CV Program.

If requested by DEO, Subrecipient agrees to execute such further and additional documents and instruments as may be requested to further and better assign to DEO, to the extent of the Grant Proceeds paid to Subrecipient under the CDBG-CV Program, the Policies, any amounts received under the CDBG-CV Programs that are DOB Proceeds and/or any rights thereunder, and to take, or cause to be taken, all actions and to do, or cause to be done, all things requested by DEO to consummate and make effective the purposes of this Agreement.

Subrecipient explicitly allows DEO to request of any company with which Subrecipient held insurance policies, or FEMA or the SBA or any other entity from which Subrecipient has applied for or is receiving Proceeds, any non-public or confidential information determined to be reasonably necessary by DEO to monitor/enforce its interest in the rights assigned to it under this Agreement and give Subrecipient’s consent to such company to release said information to DEO.

If Subrecipient (or any lender to which DOB Proceeds are payable to such lender, to the extent permitted by superior loan documents) hereafter receives any DOB Proceeds, Subrecipient agrees to promptly pay such amounts to DEO, if Subrecipient received Grant Proceeds under the CDBG-CV Program in an amount greater than the amount

Attachment L – CDBG-CV Subrogation Agreement

Subrecipient would have received if such DOB Proceeds had been considered in the calculation of Subrecipient's award.

In the event that the Subrecipient receives or is scheduled to receive any subsequent Proceeds, Subrecipient shall pay such subsequent Proceeds directly to DEO, and DEO will determine the amount, if any, of such subsequent Proceeds that are DOB Proceeds ("Subsequent DOB Proceeds"). Subsequent Proceeds in excess of Subsequent DOB Proceeds shall be returned to the Subrecipient. Subsequent DOB Proceeds shall be disbursed as follows:

1. If the Subrecipient has received full payment of the Grant Proceeds, any Subsequent DOB Proceeds shall be retained by DEO.
2. If the Subrecipient has received no payment of the Grant Proceeds, any Subsequent DOB Proceeds shall be used by DEO to reduce payments of the Grant Proceeds to the Subrecipient, and all Subsequent DOB Proceeds shall be returned to the Subrecipient.
3. If the Subrecipient has received a portion of the Grant Proceeds, any Subsequent DOB Proceeds shall be used, retained and/or disbursed in the following order: (A) Subsequent DOB Proceeds shall first be used to reduce the remaining payments of the Grant Proceeds, and Subsequent DOB Proceeds in such amount shall be returned to the Subrecipient; and (B) any remaining Subsequent DOB Proceeds shall be retained by DEO.
4. If DEO makes the determination that the Subrecipient does not qualify to participate in the CDBG-CV Program or the Subrecipient determines not to participate in the CDBG-CV Program, the Subsequent DOB Proceeds shall be returned to the Subrecipient, and this Agreement shall terminate.

Once DEO has recovered an amount equal to the Grant Proceeds paid to Subrecipient, DEO will reassign to Subrecipient any rights assigned to DEO pursuant to this Agreement.

Subrecipient represents that all statements and representations made by Subrecipient regarding Proceeds received by Subrecipient shall be true and correct as of the date of the signing of this Agreement.

Warning: Any person who intentionally or knowingly makes a false claim or statement to HUD may be subject to civil or criminal penalties under 18 U.S.C. §§ 287, 1001 and 31 U.S.C. § 3729.

The person executing this Agreement on behalf of the Subrecipient hereby represents that he\she has received, read, and understands this notice of penalties for making a false claim or statement regarding Proceeds received by Subrecipient.

In any proceeding to enforce this Agreement, DEO shall be entitled to recover all costs of enforcement, including actual attorney's fees.

City of Deerfield Beach, Florida

Department of Economic Opportunity

DocuSigned by: By: <u>David Santucci</u> Date: <u>2/3/2023</u> 6E00D88DCB43419... (Authorized Signature)	DocuSigned by: By: <u>Adam Callaway</u> Date: <u>2/14/2023</u> 3183B2F2C4D74C0... (Authorized Signature)
Name: <u>David Santucci</u> Title: <u>City Manager</u>	Name: <u>Meredith Ivey</u> Meredith Ivey <u>Adam Callaway</u> Title: <u>Acting Secretary</u> Acting Secretary <u>Chief of Staff</u>



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2024-259

Agenda Date: 7/9/2024

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, authorizing City Manager David Santucci, Chief Financial Officer Oleg Gorokhovsky, and Deputy City Manager Horace McHugh to execute checks on behalf of the City; providing for implementation and an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The City's policies and procedures require two signatures on City checks (one of which is traditionally the Chief Financial Officer). The signatory list was recently updated in February 2024, with the departure of the Chief Financial Officer and the appointment of an Interim Chief Financial Officer. The signatures of two of the authorized individuals shall be required for checks, drafts, or other actions related to City accounts at banking and financial institutions. Staff is requesting an update to the signatory list for the City's accounts.

Current Activity

The City has employed Oleg Gorokhovsky as the Chief Financial Officer, effective July 1, 2024.

Marcia Fennell and Sharon Haynes assisted the City as the Interim CFO and Assistant Financial Service Director respectively during the vacancy of the CFO's position. They both plan on leaving shortly after the arrival of the permanent CFO.

It is recommended that the signatory list be revised effective July 9, 2024, to be: David Santucci, City Manager; Oleg Gorokhovsky, Chief Financial Officer, and, in the absence of the City Manager or Chief Financial Officer or in emergency or exigent circumstances, Horace McHugh, Deputy City Manager.

Recommendation

Staff recommends approval of the recommended signatory list to facilitate continued operations.

RESOLUTION NO. 2024/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AUTHORIZING CITY MANAGER DAVID SANTUCCI, CHIEF FINANCIAL OFFICER OLEG GOROKHOVSKY, AND DEPUTY CITY MANAGER HORACE MCHUGH TO EXECUTE CHECKS ON BEHALF OF THE CITY; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE.

WHEREAS, the City's policies and procedures require two signatures from authorized employees for the issuance of City checks and drafts, or to take other authorized actions related to City accounts at banking and financial institutions; and

WHEREAS, on February 20, 2024, the City Commission passed and adopted Resolution No. 2024/026 authorizing City Manager David Santucci, Interim Chief Financial Officer Marcia Fennell, Deputy City Manager Horace McHugh and Assistant Finance Director Sharon Hayes to execute checks on behalf of the City; and

WHEREAS, City staff is requesting to update the signatories to address staff changes and for compliance with City policies and procedures; and

WHEREAS, the City's third-party administrator, John's Eastern Company, Inc., requires access to a City checking account that is utilized to process and facilitate the timely payment of workers compensation and general liability claims (the "Claims Payment Account"); and

WHEREAS, payments from the Claims Payment Account only relate to workers compensation and general liability claims and are pre-approved by City staff prior to each check run; and

WHEREAS, City staff recommends authorizing City Manager David Santucci and Chief Financial Officer Oleg Gorokhovsky to execute City checks and drafts on behalf of the City, including checks on the City's Claims Payment Account and other City accounts maintained at Wells Fargo, and in the absence of the City Manager or Chief Financial Officer or in emergency or exigent circumstances, for Deputy City Manager Horace McHugh to execute checks and drafts on behalf 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 authorizes City Manager David Santucci and Chief Financial Officer Oleg Gorokhovsky to execute checks and drafts on behalf of the City, including checks from the City's Claims Payment Account and other City accounts

maintained at Wells Fargo, and to take other authorized actions related to City accounts at banking and financial institutions. In the absence of the City Manager or Chief Financial Officer or in emergency or exigent circumstances, the City Commission authorizes Deputy City Manager Horace McHugh to execute City checks and drafts on behalf of the City and to take other authorized actions related to City accounts at banking and financial institutions.

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

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

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2024.

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. 2024-355

Agenda Date: 7/9/2024

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the updated city travel policy and procedures, attached as Exhibit "A"; providing for implementation, conflicts, and an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

On June 15, 2021, the City Commission adopted an ordinance amending Chapter 2 "Administration," Article III "Officials, Officers and Employees," Division 2 "Travel Expenditures Policy," of the City Code of Ordinances to provide for the adoption of travel policies and procedures by resolution and to provide for consistency with state law. The Commission subsequently adopted Resolution 2021-093, adopting a revised travel policy, which is currently in effect.

Current Activity

The purpose of the City's Travel Policy and Procedures (the "Travel Policy") is to describe the types of travel-related expenditures that are reimbursable, inform employees of their responsibilities to control and report travel expenses, and describe the process for requesting travel reimbursement. This Policy is intended to establish uniform procedures for reporting and reimbursement of expenses incurred in connection with authorized travel out of the tri-County area on behalf of the City.

This Policy is intended to ensure that City funds are being expended prudently and reasonably under legal requirements and enables the City to maintain internal control and an accountable expense reimbursement plan under IRS rules and regulations.

Since the City's Travel Policy was last updated, there have been changes in the per diem rates permitted under state law, as well as guidelines provided by the Internal Revenue Service (IRS). The proposed Travel Policy, attached as Exhibit "A," (the "Updated Travel Policy") updates the approval procedures and documentation requirements for employees and advisory board members requesting reimbursement and updates the per diem rates in accordance with state law and Internal Revenue Service guidelines. The Updated Travel Policy also addresses the recently enacted Ordinance 2024-010, which provides for a \$200 monthly Commissioner expense allowance for travel, meal, and parking expenses incurred within the tri-county area, and precludes reimbursement for certain such expenses Commissioners incur within the tri-County area.

Significant highlights of the policy include:

1. Reimbursements for Elected Officials: Section 5 clarifies that elected officials would only qualify for travel reimbursement for travel, meals and parking expenses outside the tri-County area. (The Commission established a monthly expense allowance to cover local travel, meals and parking expenses in connection with their travel in the tri-county area with City Ordinance 2024-10).
2. Mileage rate for use of Personal Vehicles: Mileage allowance would be at a fixed rate equal to the IRS per mileage guidelines: <https://www.irs.gov/tax-professionals/standard-mileage-rates>.
3. Meal rates for travel and return within the same day: Section 112.061, Florida Statute “Class C Travel” and as amended would apply.
4. Meal rates for travel requiring overnight stay: Per-diem reimbursement for meals and incidentals (M&IE) according to the federal “GSA Meals and Incidental Expenses Breakdowns” rates for the location traveling (including Florida) to as published on the federal government’s website:
<https://www.gsa.gov/travel/plan-book/per-diem-rates>.
5. Reconciliation Timeline: Requirement for the traveler to submit documentation (receipts for hotel, toll, etc.), other materials need for reconciliation and a reconciliation report within 10 business days of completing travel.

The proposed Travel Policy incorporates these changes.

Recommendation

Staff recommends approval of the revised travel policy.

RESOLUTION NO. 2024/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE UPDATED CITY TRAVEL POLICY AND PROCEDURES, ATTACHED AS EXHIBIT “A”; PROVIDING FOR IMPLEMENTATION, CONFLICTS, AND AN EFFECTIVE DATE

WHEREAS, on June 15, 2021, the City Commission adopted an ordinance amending Chapter 2 “Administration,” Article III “Officials, Officers and Employees,” Division 2 “Travel Expenditures Policy,” of the City Code of Ordinances to provide for the adoption of travel policies and procedures by resolution and to provide for consistency with state law; and

WHEREAS, on June 15, 2021, the City Commission passed and adopted Resolution No. 2021/093, which approved an updated City Travel Policy and Procedures (the “Travel Policy”); and

WHEREAS, the purpose of the City’s Travel Policy is to describe the types of travel-related expenditures that are reimbursable, inform employees of their responsibilities to control and report travel expenses, and describe the process for requesting travel reimbursement; and

WHEREAS, the Travel Policy applies to all City employees and advisory board members whenever they are traveling on official City business or attending a conference in connection with their employment or position with the City; and

WHEREAS, the proposed Travel Policy, attached as Exhibit “A,” (the “Updated Travel Policy”) updates the approval procedures and documentation requirements for employees and advisory board members requesting reimbursement and updates the mileage rate and per diem meal rates in accordance with state law and Internal Revenue Service guidelines; and

WHEREAS, the Updated Travel Policy also addresses the recently enacted Ordinance 2024-010, which provides for a \$200 monthly Commissioner expense allowance for travel, meal, and parking expenses incurred within the tri-county area, and precludes reimbursement for certain such expenses Commissioners incur within the tri-County area; and

WHEREAS, City staff recommends approving the Updated Travel Policy, 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 Updated Travel Policy, attached as Exhibit “A,” is hereby approved.

Section 3. The appropriate City officials are authorized to do all things necessary and expedient to carry out the aims of this Resolution.

Section 4. All resolutions, or parts of resolutions, in conflict with this Resolution are hereby repealed to the extent of such conflict, including but not limited to Resolution 2021/093.

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2024.

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

EXHIBIT A



Travel Policy and Procedure		
Effective Date: 07/10/2024	Intended Audience: City of Deerfield Beach	Code:
Revision Date: 07/10/2024	Department: Financial Services	Pages: 1

PURPOSE: The purpose of this Policy is to:

1. Describe the types of travel-related expenditures that are reimbursable by the City of Deerfield Beach (the “City”).
2. Inform employees of their responsibilities to control and report travel expenses.
3. Describe the process for an employee to file and obtain travel reimbursement for travel expenses.

POLICY: This Policy applies to all elected officials and City employees whenever they are traveling on official City business or attending a conference in connection with their employment or position with the City. This Policy is intended to establish uniform procedures by which elected officials and employees shall report and may be reimbursed for expenses incurred in connection with authorized travel on behalf of the City. This policy will also be used as the means of reimbursement to approved prospective candidates traveling for interviews or other non-employees authorized to travel on the City’s behalf.

PROCEDURES:

This Policy establishes procedures for a uniform method of approval, payment, and accounting for expenses incurred when individuals travel in conjunction with an approved training opportunity or other business-related travel for the City. This Policy is intended to ensure that City funds are being expended prudently and reasonably under legal requirements and enables the City to maintain internal control and an accountable expense reimbursement plan under IRS rules and regulations.

It is the policy of the City to reimburse travelers for all reasonable and necessary expenses incurred in connection with approved travel on behalf of the City where there is a public purpose for the travel expenditures.

This Policy provides for economical and efficient travel to derive the greatest benefit from the trip at the most effective cost. It does not allow travelers to be financially enriched as a result of travel and it does not require travelers to utilize their own funds for City business-related expenses as a result of City travel, except as otherwise provided herein.

AUTHORITY:

This Policy was adopted by the City Commission of the City of Deerfield Beach on July 9th, 2024.

RESPONSIBILITY FOR COMPLIANCE AND IMPLEMENTATION

The Chief Financial Officer (the “CFO”) shall be responsible for overseeing and implementing this policy.

METHOD OF OPERATION:

Travelers shall exercise good judgment in requesting, arranging, and fulfilling a travel request in an effort to mitigate costs to the City. The City strongly encourages the use of travel discounts when making travel arrangements. Travelers seeking reimbursement should incur the lowest reasonable travel expenses and exercise care to avoid impropriety or the appearance of impropriety.

Reimbursement is permitted only when reimbursement has not been, and will not be, received from other sources. If a circumstance arises that is not specifically covered in this Policy, then the most conservative course of action should be taken after consultation with the Traveler’s supervisor.

Definitions

- a) Authorized Officials: City Manager, Deputy City Manager, the Chief Financial Officer (CFO), or their respective designees.
- b) Destination: Location of where the conference or training event is to occur.
- c) Elected Officials: The Mayor, Vice Mayor, and City Commissioners.
- d) Executive Benefit Package: Fringe benefits offered to employees within a certain job classification; Fringe A and Fringe B.
- e) GSA: The United States General Services Administration.
- f) Local Travel: Training inside the boundaries of the Tri-County Area, which generally only requires the expenditure of funds for event registration fees, tolls, and parking. No overnight lodging will be reimbursed.
- g) Procurement Card ("P-Card"): A payment card account issued in the name of an individual employee of the City for official use. Starting Point: Place where the traveler begins his/her trip; either primary residency/home address as indicated in personnel records or place of work/office location.
- h) Starting Point: Place where the traveler begins his/her trip; either primary residency/home address as indicated in personnel records or place of work/office location.
- i) Travel Approval Form: The City form that includes a summary of estimated costs to be incurred for travel with required approvals in advance of travel taking place or in advance of travel costs incurred.
- j) Travel Expense Settlement Form: Summary of costs incurred with supporting receipts and documentation that is prepared when City funds are expended for travel.
- k) Travel Period: The time between departure, and time of return or landing while on approved travel for the City as further described in Policy.
- l) Traveler(s): Elected Officials, employees of the City, advisory board members, prospective employees, or individuals authorized to conduct business-related travel on behalf of the City; and/or who will incur expenses while on training or business-related travel for the City or who are authorized to use City time for training or business-related purposes.
- m) Tri-County Area: The counties of Broward, Miami-Dade, and Palm Beach.
- n) Receipt: A detailed invoice or other document produced by the provider of goods or services that shows each item purchased. Credit card receipts or restaurant check stubs that do not include details of items purchased do not meet the definition of "receipt" and are not sufficient to document an expenditure of funds.
- o) Reimbursement: Payment to the Traveler for approved travel-related expenses incurred.

1. Authorization and Responsibility

All Travelers must complete a Travel Approval Package. A Travel Expense Settlement Form must be completed if the number of days traveled exceeds one (1) day. A Travel Approval, Travel Expense Settlement Form, and all required documentation must be processed through the City's Financial System when issuing a reimbursement.

- a) Before incurring any expense for which reimbursement from the City will be requested, the Travel Approval package must be completed, reviewed and approved in advance by the pertinent Department Director and, if required by this Policy, the City Manager. An individual may not approve their own travel or reimbursement. **Department Directors are responsible to review and approve travel request only if the employees adhere to the travel policy.** Employees are required to verify that planned travel is eligible for reimbursement before making travel arrangements.
- i. The Department Director's approval and signature are required on the Travel Approval and the Personnel Action Form (PAF). Department Directors should evaluate the number of employees attending any one event for impact on customer service and business operations. Delegation of Department Director approval may only be made when the Department Director is on a short-term leave of absence such as vacation, sick, or personal leave. A Travel Approval is not required for virtual conferences where the employee will be taking conference leave
- ii. The City Manager's approval and signature are also required on the Travel Approval and/or Personnel Action Form if:
 - (1) The employee is traveling outside of the Tri-County Area (including out of state or international travel);
 - (2) The total estimated cost for which reimbursement will be sought exceeds \$1,000;
 - (3) The period of travel or length of event requires an employee to be away from their City duties for a period greater than five (5) regularly scheduled workdays;
 - (4) Travel will require the use of a rental car;
 - (5) Out-of-state travel over 1,000 miles utilizing a personal vehicle for the round trip. (Approval to use a personal vehicle for travel provides the Traveler(s) a substitute for an airline ticket; therefore, expenses other than meals, mileage, and tolls while in route will not be reimbursed).
 - (6) Reimbursement for lodging in the Tri-County Area is requested.
 - (7) The request is for an individual who is not an employee of the City.
- iii. A Personnel Action Form ("PAF") must be completed and submitted to the Traveler's supervisor for approval for any employee utilizing conference leave.

For non-exempt employees, a PAF is required for conference leave that will be for four (4) hours or more regardless of location.

- b) Within 10 business days of completion of a trip, the Traveler must submit a Travel Expense Settlement Form. Travelers should only submit expenses incurred for approved travel.
- c) Department Directors are required to review expenditures on the Travel Expense Settlement Form and deny reimbursement if there is reason to believe that the expenditures violate this Policy or are otherwise inappropriate or extravagant.

General Provisions

- a) Costs associated with travel must be available in the department's budget appropriation and meet a City business purpose.
- b) Conference leave should be utilized any time a non-exempt employee travels or for any employee if consecutive days are taken away from a normal workday for travel regardless of the number of hours of travel or the location.
- c) Travel, whether by public transportation, privately-owned automobile, City-owned vehicle, or a for-hire conveyance, shall utilize the most direct, practicable route considering estimated costs. Any deviations from a direct route must be documented with a stated basis and approved in advance.
- d) Other than Elected Officials, travel during work hours must be authorized before the start of travel. A Travel Approval package should be completed by the Traveler and submitted for approval at least 30 days in advance, unless impracticable under the circumstances, in which case the Traveler shall provide written justification.
- e) Travelers may use a P-card for travel related charges. P-cards may have travel insurance provisions that may offset or avoid the City incurring costs if an accident were to occur on City business. Traveler's using a P-Card shall ensure expenses comply with the P-Card Policy.
- f) Travelers who make charges on a P-cards for unapproved travel, make unallowable charges on the P-cards as defined by this Policy, or have undocumented advancements on the P-cards shall be required to reimburse the City for those charges within 10 business days of completing the travel. Failure to reimburse the City within the 10 business days of completing travel may result in the suspension of travel privileges and further disciplinary action. If reimbursement is not made within 30 days, the Chief Financial Officer may direct the deduction of the amount owed to the City from the Traveler's next paycheck.
- g) A completed Travel Expense Settlement Form with all required receipts and required documentation shall be completed and submitted to the Finance Department within

10 business days of completing travel. Please note that any unsubstantiated expenses that have been paid by the City may be subject to inclusion in the Traveler's taxable income if proper documentation of the expense(s) is not received by the City within 30 days of completing travel. A Travel Settlement Expense Form is required if Per Diem is issued via a Travel Approval.

- h) The associated Travel Approval for which funds were issued must be attached to the completed Travel Expense Settlement Form.
- i) If a P-card is used to pay for travel costs in advance of the travel dates (e.g. airline flight or registration), then multiple Travel Expense Settlement Forms may need to be created as City funds are expended if they cross P-Card statement periods in order to reconcile the statement. A Travel Expense Settlement Form must be completed with the required documentation for each expense as indicated in this policy and submitted through the City's Financial system.

2. Reimbursement Eligibility and Requirements

- a) All reimbursements claimed under this Policy must be for a public purpose, and directly benefit the City. Examples of a direct benefit to the City include, but are not limited to, advancement of the economic and financial welfare of the City through continuing professional education, new technological and management training, or representing the interests of the City at board or committee meetings of an organization in which the employee is authorized to hold any office or represent the City.
- b) Travelers whose travel expense is to be reimbursed by an outside agency must be indicated on the applicable travel-related form as requested, and initiate reimbursement in accordance with the outside agency's requirements. A copy of the billing must accompany the final submitted Travel Expense Settlement Form. The collection of payment from the outside agency is the responsibility of the Traveler. Travelers must follow this Policy regardless of the source of funding. Payment by an outside agency or vendor must comply with the City's ethics policy, applicable State and County ethics laws, and shall not be a conflict of interest or have the appearance of a conflict of interest.
- c) If a federal or state grant is funding the travel and those specific agency guidelines are more restrictive than this Policy, then the Traveler shall also comply with the applicable federal or state funding agency guidelines. If all expenses are paid by the outside agency and not reimbursement or city funds are necessary, the employee will just need to verify and analyze it with their supervisor.

3. Reimbursement Guidelines

The following guidelines are the basis upon which reimbursement of expenses will be approved. Required receipts for these expenses must be attached to the Travel

Expense Settlement Form. In certain limited circumstances when a receipt cannot be located, an explanation must be documented. Receipts for registration, airfare and hotels are always required for reimbursement eligibility.

a) *Registration Fees*

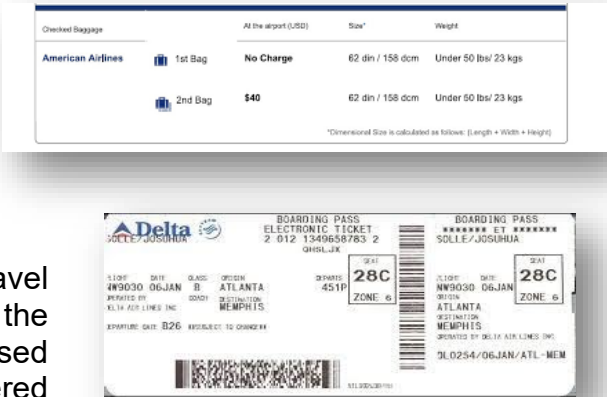
- i. When approved in advance in accordance with this Policy, the City shall pay for the cost of the basic conference, seminar, meeting, or similar type event registration fees along with fees for pre-sessions, post-sessions, and other Events activities that are a function of the Event. Recreation and social activities (e.g. separate recreation and social activities, golf outings, fishing trips, concerts, etc.) will not be reimbursed unless included in the full cost of the conference. Field trips, technical shows, learning labs and off-site demonstrations that are offered as part of the conference and incur additional costs will qualify for reimbursement.
- ii. Additional registration fees for functions associated with an Event (i.e. dinners, receptions) where a City business purpose is met, or the Traveler is expected to attend due to the nature of their City position, may be reimbursed. The business purpose of this type of expense must be documented.
- iii. A copy of the Event registration form, receipt for payment, and conference agenda must be attached to the Travel Expense Settlement Form.

b). *Transportation*

No specific mode of transportation is required; however, Travelers are expected to use the most economical and direct means available with reasonable consideration given to the time and distance involved. City vehicle should be considered as one of the most economical means of transportation. (Section d below).

c). *Airfare/Train*

The City will pay the cost of the most economical class (e.g. coach) airfare/train fare. Such travel may balance additional night stays with reduced airfare if the total overall cost to the City is reduced. Travelers cannot surrender their airline tickets and personally benefit from such surrenders, such as receiving a voucher. Traveler must travel economy class unless the Traveler pays for the upgrade; any such upgrade will not be reimbursed by the City. Seat selection expenses is considered an upgrade and will not be reimbursed by the City.



Tickets should be purchased with a City-issued P-card. However, if a Traveler does not have a P-card, the Traveler may authorize a department P-card holder to make the purchase on their behalf or purchase the tickets and request reimbursement.

Traveler must retain receipts and boarding passes as documentation for reimbursement. All receipts for transportation must be attached to the Travel Expense Settlement Package.

Costs associated with frequent flyer memberships, passenger screening programs, or other similar costs where the benefit is strictly for the Traveler are not subject to reimbursement.

Charges will only be reimbursed for a maximum of one (1) checked luggage and one (1) carry-on bag for the Traveler.

If a Traveler cannot travel at the scheduled time, all reservations must either be canceled or, if possible, made available for use by another City employee as determined by the Department Director or City Manager. When an airline reservation is canceled all credits must be returned to the City. Credits cannot be used for personal travel. Travelers should make a good faith effort to recover the costs for any canceled airline tickets even for non-refundable fares. A memo reviewed and approved by the Department's Director explaining the cancellation must be attached to the Travel Expense Settlement Package.

Change ticket fees may be reimbursed if the reason for the change is necessary, related to City business and not due to negligence of the traveler.

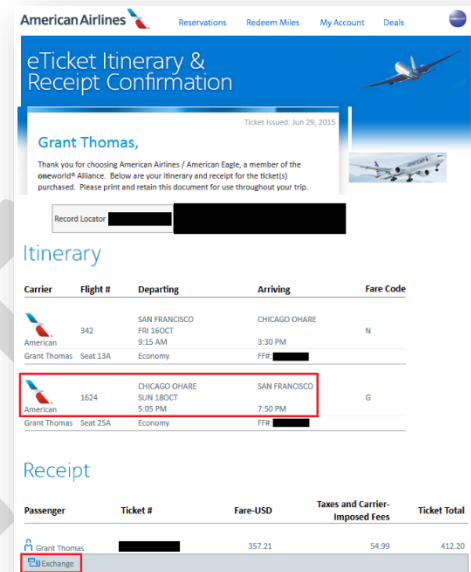
d). City Vehicle

Travel using a City vehicle may be more economical than using a personal vehicle. For City employees, consideration should be made when making travel arrangements for the use of a City vehicle.



When authorization is requested to use a City vehicle, the vehicle number should be indicated if known. Any auto-related expenses must be documented through the submission of valid receipts.

Toll receipts must be submitted with the Travel Settlement Expense Form to received reimbursement for tolls paid. Tolls paid electronically via E-Pass/SunPass, shall be submitted with a copy of the traveler's toll statement. A City issued Sun-Pass may



be available from the Fleet Division and in that case a copy of the receipt can be provided by Fleet.

If an emergency repair of a City-owned vehicle is required, the Traveler should contact the Fleet Management Division for instructions and their direct Supervisor.

Travelers receiving a car allowance may not use a City-owned vehicle unless traveling outside of the Tri-County Area.

All obligations required in Section 4.f of this policy shall also apply to a Traveler using a City-owned vehicle.

e). *Ground Transportation*

Reimbursement for taxicabs, shuttles, ride-hailing services, ride share (such as Uber or Lyft), or bus services will be allowed for necessary transportation **to or from a hotel and conference site** when not lodging at the conference site. Reimbursements will not be made for transportation from conference site to restaurants, or other venues. Reimbursements will be made only when validated receipts are provided.

f). *Car Rental*

Rental cars should only be used when either: (1) taxi services, ride-hailing services, or shuttle services are not readily available, or (2) the anticipated cost of using a taxi, ride-hailing service, or shuttle service will exceed the cost of the rental car. Documentation should include justification as well as pre-approval from the Authorized Official. If a rental vehicle is required, the most economical car level should be rented. A traveler should take advantage of any discounts available to the City. A list of discounted car rental companies is available on the State of Florida Department of Management Services website.

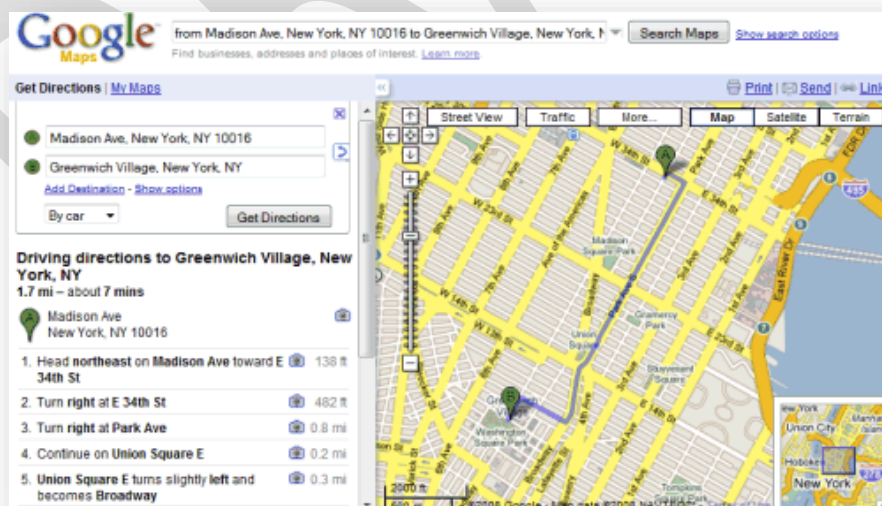
All of the following are the obligations of a Traveler when renting a vehicle or in your own personal vehicle to conduct City business:

- i. A proper license and insurance coverage to operate the vehicle is required;
- ii. Seat belts are required to be worn at all times for all occupants;
- iii. All traffic laws are to be obeyed; the City will not reimburse a Traveler for traffic tickets and/or other citations;
- iv. Transporting hitchhikers is prohibited;
- v. Operating a motor vehicle while under the influence of drugs or alcohol is prohibited;
- vi. The driver shall not text while driving. Use of any electronic device by the driver while driving must be in a hands-free mode;
- vii. A completed damage assessment must be made before a rental vehicle is accepted by the Traveler;

- viii. All rental vehicles must be refueled immediately before return check-in to the fuel level provided when the rental vehicle was accepted by the Traveler. The City will not reimburse a Traveler for excess fuel charges assessed by rental companies;

g) *Personal Vehicle*

- i. The use of a privately-owned vehicle for official travel instead of a City-owned vehicle or a common carrier is allowable. Whenever travel is by privately-owned vehicle, the Traveler shall be entitled to a mileage allowance at a fixed rate equal to the IRS per mileage guidelines: <https://www.irs.gov/tax-professionals/standard-mileage-rates>. Even if the traveler receives a regular automobile allowance, reimbursement shall be calculated from point of origin (eg. City Hall) to final destination.
- ii. The mileage reimbursement includes all operating expenses such as gas, oil, and maintenance, and repairs. No separate claim may be made for those items.
 - 1) The mileage reimbursement rate shall be monitored by the Department of Financial Services so that periodic notification of the City's current reimbursement rate will occur.
 - 2) The Travel Expense Settlement Form must indicate the Traveler's itinerary and must show the official business mileage. The City will accept common travel planners such as Google Maps, Yahoo!, and MapQuest driving directions as documentation of actual mileage.



- 3) Any deviations from the most direct route (i.e. shortest distance) will not be reimbursed unless a business purpose of the deviation is documented and approved in advance.
- 4) Calculation of reimbursement of all auto travel with a departure during work days will be calculated from the employee's routine scheduled work location (i.e. City Hall, OPS Headquarters, etc.).
- 5) For mileage reimbursements outside of normal work hours, week-end, holidays, or where the Traveler reports to a destination (or the airport) from home rather than their normal place of work, the Traveler's reimbursement calculation will be based on the actual mileage from their primary home address to the destination.

h) *Parking and Tolls*

The City will reimburse reasonable and necessary parking and toll expenses provided the Traveler submits a valid receipt (or downloaded electronic payment method record) for such expenses.

Travelers are encouraged to use the most economical means of parking. Travelers requesting reimbursement for airport parking for a period greater than one (1) day must use an economy parking facility or long-term parking and seek prior approval.

Valet parking will not be reimbursed if a self-parking alternative is available.

i) *Costs for Fines, Violations, etc.*

Travelers are solely responsible for any court costs, fines, electronic tickets, violations, or other civil or criminal offenses encountered or issued to them while on City-approved travel.

j) *Lodging*

Lodging expenses may vary with the area traveled, but all expenditures for lodging must be reasonable.

If Travelers are not required to report to a session/meeting before noon on the first day, and travel to the session/meeting can be reasonably accomplished in less than four hours, Travelers shall not be entitled to lodging reimbursement for the night immediately preceding the start of the first day of the session/meeting. If the conference ends at



12:00pm or earlier and there is a possibility to come back the same day, lodging reimbursement will not be provided for the last night.

1) Overnight lodging within the Tri-County area requires prior approval by following the approval process outlined in this Policy.

2) Conferences at Hotels -

I. The City will pay the cost of standard rooms at the suggested hotel(s) of the conference unless documented extenuating circumstances prevent the Traveler from staying at that hotel.

II. For travel to a location where there is not a hotel associated with the event, lodging choices should be based on economic efficiency, safety, and proximity to the event.

k) *Weekend Travel*

The arrival and departure dates may be extended to include extra weekend days if the stay results in a lower overall cost to the City. A cost analysis must be attached to the Travel Approval Form and Travel Expense Settlement Form, comparing all costs (lodging, per diem, airfare, etc.). Weekend travel must be approved in advance. This includes travel on Sunday's for conferences which sessions begin on Monday morning. Any additional costs incurred due to changing travel arrangements for the benefit of the Traveler, Traveler preference, or that is unrelated or unnecessary for the conduct of City business shall be at the Traveler's expense and shall not be reimbursed by the City.

l) *State Tax Exemption*

When traveling in the State of Florida, the Traveler must seek exemption from payment of taxes on the rental of hotel rooms. Travelers can download a Sales Tax Certificate of Exemption from the Department of Financial Services Intranet site. If a hotel fails to honor the City's tax exemption, Travelers must note this on their travel-related request and follow up in writing with the hotel after the Traveler's return to further attempt to get the hotel to honor the tax exemption. Documentation of such attempt shall be provided to the City (including who was contacted at the hotel, date and time of contact, etc.) and included as back up justification for the reimbursement of the tax-related expense if such is incurred.

m) *Meals*

The following provisions shall govern the reimbursement of meals while on travel:

i. For in-state travel, the City shall provide reimbursement according to the rates established under Section 112.061, Florida Statute "Class C Travel" and as

amended. Class C travel means travel for short or day trips where the traveler is not away from his/her official headquarters overnight.

On days of travel to and from a conference or training session, the Traveler may receive allowances for meals based on the following current rate schedules that apply for subsistence while on Class C travel on official business:

1. Breakfast - \$6 – when travel begins before 6:00 am and extends beyond 8 am.
 2. Lunch - \$11 – when travel begins before 12:00 pm (noon) and extends beyond 2 pm.
 3. Dinner - \$19 – when travel begins before 6pm and extends beyond 8:00 pm, or when travel occurs during nighttime hours due to special assignment.
- ii. For travel requiring overnight stay, the City shall provide a per-diem reimbursement for meals and incidentals (M&IE) according to the federal “GSA Meals and Incidental Expenses Breakdowns” rates for the location traveling (including Florida) to as published on the federal government’s website:
<https://www.gsa.gov/travel/plan-book/per-diem-rates> or scan this  QR code to access the GSA website:
- iii. Travelers shall receive the daily per-diem rate for each full day of attendance at a conference or training session that requires an overnight stay. Travelers shall not be paid for any meals included in or provided by a conference or meeting. If the conference provides any meals on the last day, the 75% rate provided by the GSA will not apply and the traveler will only be reimbursed for any additional meal based on section 4.m.iv. If the Traveler elects to eat elsewhere the meal will be at the Traveler’s expense. Continental breakfast, rolls, Danish, snacks, drinks, or other small incidental food items provided by the registration shall not be considered a meal. First day at 75% as per GSA would be awarded if the traveling starts before 12:00pm. If not will need to follow the breakdown listed on section 4.m.iv.

The last day of travel is the date the conference ends. Requests for exceptions to this can be submitted to the CFO for review and approval.

n) *Miscellaneous Travel Reimbursements*

The following charges may be reimbursed provided the Traveler submits proper receipts, documentation and justification to the City:

- i. Business center usage
- ii. Internet fees
- iii. Seminar materials
- iv. Incidentals based on the GSA is \$5.00 for incidental expenses

Group functions with a consolidated overall billing (i.e., when all employee expenses are combined into one bill) to the City are not eligible for a per diem allowance; rather, participating employees traveling to a group function shall use a City p-card for their actual meal expenses.

o. Local Travel Provisions

It is expected that Travelers will exercise appropriate judgment and discretion in requesting reimbursement for expenses incurred in the Tri-County area. The following provisions shall govern reimbursement for expenses incurred for local travel:

- i. Transportation expenses (including mileage, tolls, and parking) while on official City business will be reimbursed once a valid receipt(s) is submitted. Travelers should submit a "Local-Mileage Reimbursement" in their Travel Expense Settlement Package for reimbursement with a directional map from base to destination and mileage.
- ii. Travelers receiving an auto allowance shall not be entitled to reimbursement for mileage, gas, or tolls within the 30 mile radius (60 miles round trip) from work/office or primary residence (when applicable). Parking costs related to approved travel within the Tri-County area may be submitted for reimbursement.
- iii. Meal costs may be reimbursed according to the per-diem guidelines provided in this Policy if the meals are not included as part of the conference or meeting registration and the total conference/meeting time exceeds 4 hours.
- iv. Only in **very limited circumstances** will the City reimburse a Traveler for overnight lodging in the Tri- County area. Prior approval is required under this Policy.

q. Non-Reimbursable Expenses

In addition to those items previously listed in this Policy, the City will not reimburse a Traveler for any of the following expenses:

- i. Alcohol or tobacco;
- ii. Costs associated with family members traveling with the Traveler;
- iii. Costs associated with traveling early or staying late for personal reasons not related to City business;
- iv. Personal telephone calls;
- v. Mileage if traveling as a passenger in a private vehicle;
- vi. Items of a personal nature.
- vii. Airline club memberships.
- viii. Airline upgrades.
- ix. Business-class or higher for all flights.

- x. Child-care, babysitting, house-sitting, or pet-sitting/kennel charges.
- xi. Commuting between home and the primary work location.
- xii. Commuting in a personal vehicle during work hours between city facilities.
- xiii. Costs incurred by traveler's failure to cancel travel or hotel reservations in a timely fashion.
- xiv. Clothing, Evening or formal wear expenses.
- xv. Haircuts and personal grooming.
- xvi. Laundry and dry cleaning.
- xvii. Passports, vaccinations, and visas when not required as a specific and necessary condition of the travel assignment.
- xviii. Personal entertainment expenses, including in-flight movies, headsets, health club facilities, hotel pay-per-view movies, in-theater movies, social activities, and related incidental costs.
- xix. Travel accident insurance premiums or purchase of travel insurance.
- xx. Entertainment activities such as golf outings and sightseeing tours.
- xxi. Other expenses that are not directly related to the business travel.

4. City Issued Procurement Card

The City may make a P-card available to Travelers to be used for the sole purpose of covering allowable expenses per the P-Card Policy incurred while on City business. The method of requesting a P-Card shall comply with the P-Card Policy. It is strongly recommended to use the p-card instead of a personal credit card.

5. City Commissioner Travel

This policy only applies to elected officials for travel expenses associated with outside the Tri-County. The Commission established a monthly expense allowance for themselves to cover local travel, meals and parking expenses in connection with their travel in the tri-county area in furtherance of their duties in office.

The City Manager shall keep the Commission regularly advised of the status of the Commission travel budget and expenditures and the percentage of the travel budget expended.

6. Travel Expense Settlement Package Requirements

- 1. Travel Approval Form signed by the City Manager if the City Manager's approval was required
- 2. Conference Registration Receipt
- 3. Conference Final Agenda
- 4. Hotel/Lodging Receipt (check-out receipt with itemized list of charges)
- 5. Airline Boarding Pass or Electronic Printout

6. Other required receipts for none per-diem items (example: ground transportation, tolls, rental car, fuel, parking etc.)
7. Completed Travel Expense Settlement Form
8. Payment to City – Include Check; Money Owed to You – (Finance will process)
9. Airfare receipt of payment with itemized list of charges
10. Documentation if unable to honor sales tax exemption if traveling in the State of Florida.

7. Forms

The following forms are available on the Finance Department's Landing Page on SharePoint of. These forms may be modified from time to time as determined by Chief Financial Officer.

- A. Travel Approval Form
- B. Travel Expense Settlement Form
- C. State Tax Exempt Certificate

9. REFERENCES:

Section 112.061, Florida Statutes; Chapter 2, Article III, Division 2 of the City Code of Ordinances.

10. EFFECTIVE DATE:

This procedure is effective July 10th, 2024.



Employee Acknowledgement of Receipt of Travel Policy and Procedures

By my signature below, I acknowledge that I have received a copy of the City of Deerfield Beach Travel Policy and Procedures (**revised July 9th, 2024**). I further acknowledge that I have read the policies and procedures and have a complete understanding of these policies and procedures. I agree to adhere to the policies, guidelines, and procedures outlined in the policies and procedures referenced above that are mandatory for all employees. Employees are subject to disciplinary action, up to and including termination of employment, for violation of referenced policies, guidelines, and procedures. I also agree to obtain clarification from my immediate supervisor, should I not understand any of the provisions contained therein.

I understand that any person who willfully makes and subscribes any such claim which he or she does not believe to be true and correct as to every material matter, or who willfully aids or assists in, or procures, counsels, or advises the preparation or presentation under the provisions of this section of a claim which is fraudulent or is false as to any material matter, whether or not such falsity or fraud is with the knowledge or consent of the person authorized or required to present such claim, is guilty of a misdemeanor of the second degree, punishable as provided in FS §775.082 or §775.083. Whoever shall receive an allowance or reimbursement through a false claim shall be civilly liable in the amount of the overpayment for the reimbursement of the public fund from which the claim was paid.

Print name: _____

Signature: _____

Date: _____



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2024-349

Agenda Date: 7/9/2024

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a subrecipient partnership agreement with the Broward College District Board of Trustees, Florida in a total aggregate funding amount of \$78,405.60 for the implementation of the Ready2Work Rapid Credentialing Program; authorizing execution of the subrecipient partnership agreement; and providing for an effective date.

Background/History

The Florida Department of Economic Opportunity (FDEO) announced the availability of funding for Small Cities and Entitlement units of local government under the Florida Community Development Block Grant-Coronavirus (CDBG-CV) program. The program, funded through the Coronavirus Aid, Relief and Economic Security (CARES) Act, is designed to help local governments prevent, prepare for, and respond to the spread of COVID-19.

As a CDBG entitlement community, the City of Deerfield Beach applied for and was awarded a CDBG-CV grant in the amount of \$244,579 to implement three public service activities that will provide food and technology services to seniors and job skills training to eligible low- and moderate-income persons in the City. Refer to the activity and budget breakdown below:

- Ready2Work Rapid Credentialing Program \$185,000.00
- Senior Technology Program \$30,000.00
- Elderly Food Program \$10,012.68
- Program Administration \$19,566.32

Pursuant to Resolution 2021-023, the City entered into grant agreement #22CV-E10 with the Florida Department of Economic Opportunity to accept the grant award in February 2023.

In April 2023, the City submitted an amendment request to the Florida Department of Economic Opportunity (FDEO) to extend the grant agreement end date from September 30, 2023 to September 30, 2024, to allow for sufficient time to complete the required environmental review and project deliverables. The City received notification that the amendment request was granted on September 27, 2023.

The City is administering the Ready2Work program funded by the Community Development Block Grant ("CDBG"). The funds will be used to implement the Ready2Work Program and enroll a goal of 100 City residents who are underemployed or unemployed and wish to learn new skills to obtain or retain a fulfilling career. The project aims to upskill and empower the local workforce by providing access to industry-recognized certifications. As specified in the CDBG-CV Program, participant eligibility is to be based on low to moderate-low income households and/or residency in specific qualified census tract (QCT) areas identified as: 104.03, 103.07, 103.06, 103.05.

The scope of work for the partnership will include the provision of the course development and delivery of a total of seven (7) online workforce certification courses, course materials, and the administrative assistance for students during the college's registration process.

Current Activity

In accordance with the grant proposal and grant agreement between the Florida Department of Commerce for the Community Development Block Grant-Coronavirus (CDBG-CV) grant and the City of Deerfield Beach, the City would like to enter into partnership agreements with the organizations outlined below to implement the Ready2Work Program. Of the \$185,000 grant funds, \$78,405.60 will be allocated to contractual services through the additional partners for \$149,385.60 and the remaining \$35,614.40 will be reserved for marketing materials.

Broward College District Board of Trustees, Florida: \$78,405.60

Broward College ("BC") was founded in 1960 and is located in Fort Lauderdale, Florida. BC is among the largest of the twenty-eight (28) colleges in the Florida state college system and serves more than 65,000 students in over 100 technical, career, or academic degree programs. Broward College is accredited by the Southern Association of School and Colleges Commission on Colleges (SACSCOC) to offer Associate and Baccalaureate degrees.

Broward College will be responsible for:

- The delivery of seven (7) comprehensive workforce online certification courses.
- Distribution of all required course materials to each registered participant.
- Registration and completion reports for each course, including participant attendance.

Below are the courses that will be provided by Broward College:

1. Artificial Intelligence Workplace Suite
2. AWS Tech. Essentials for Cloud Practitioners
3. Business Acumen
4. Digital Marketing Certificate
5. Drone (SUAS) Small Unmanned Aircraft Systems
6. Excel (MOS) Microsoft Office Specialist
7. Project Management Ready

The partnership agreements will be effective upon execution through September 31, 2024, the grant agreement end date.

Recommendation

It is recommended that the City Commission authorize the execution of partnership agreements between the City and Broward College District Board of Trustees, Florida to implement the Deerfield Beach Ready2Work Program, funded through Florida Department of Commerce for the Community Development Block Grant-Coronavirus (CDBG-CV) grant.

RESOLUTION NO. 2024/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING A SUBRECIPIENT PARTNERSHIP AGREEMENT WITH THE BROWARD COLLEGE DISTRICT BOARD OF TRUSTEES, FLORIDA IN A TOTAL AGGREGATE FUNDING AMOUNT OF \$78,405.60 FOR THE IMPLEMENTATION OF THE READY2WORK RAPID CREDENTIALING PROGRAM; AUTHORIZING EXECUTION OF THE SUBRECIPIENT PARTNERSHIP AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Deerfield Beach is an entitlement community and receives an annual allocation from the U.S. Department of Housing and Urban Development (“HUD”) under the Community Block Grant (“CDBG”) Program; and

WHEREAS, HUD administers the CDBG Program and the Community Development Block Grant Coronavirus (“CDBG-CV”) program at the Federal level and has distributed CDBG-CV grant funds to the State of Florida; and

WHEREAS, the Florida Department of Economic Opportunity (“DEO”) is the CDBG-CV grantee agency for the State of Florida and announced the availability of funding for small cities and entitlement units of local government under the CDBG-CV program; and

WHEREAS, the City applied for and has been allocated CDBG-CV funding by DEO to be utilized for three different activities benefitting the City’s residents affected by COVID-19, including workforce, senior technology and food delivery programs; and

WHEREAS, as part of the grant application program, DEO approved the City’s partnership with two entities for the implementation of the workforce activity, one of them being Broward College; and

WHEREAS, in order to facilitate and implement the workforce activity through the Ready2Work Rapid Credentialing Program (the “Program”), the City desires to enter into the Subrecipient Partnership Agreement with the Broward College District Board of Trustees, Florida, (“Broward College”), attached as Exhibit “1” (the “Agreement”); and

WHEREAS, the Program will provide the opportunity for 100 City residents who are underemployed or unemployed to enroll in certain classes offered by Broward College to learn new skills to assist in obtaining or retaining a career and received industry recognized certifications; and

WHEREAS, Broward College will offer a total of seven (7) online workforce certification courses, course materials, and the administrative assistance for student’s during the college’s registration process as more specifically described in Exhibit “A” of the Agreement; and

WHEREAS, City staff recommends approving and authorizing execution of the Agreement with Broward College, attached as Exhibit “1,” for the implementation of the Program in a total aggregate amount of \$78,405.60.

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 Broward College, attached as Exhibit “1,” for the implementation of the Program in a total aggregate amount of \$78,405.60.

Section 3. The City Commission hereby authorizes the City Manager to execute the 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 _____, 2024.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

CDBG-CV SUB RECIPIENT PARTNERSHIP AGREEMENT
BETWEEN
CITY OF DEERFIELD BEACH, FLORIDA
AND
BROWARD COLLEGE
FOR
READY2WORK RAPID CREDENTIALING PROGRAM

THIS CDBG-CV SUBRECIPIENT PARTNERSHIP AGREEMENT (the “Agreement”) is made and entered this ____ day of _____, 2024, by and between the CITY OF DEERFIELD BEACH, a municipal corporation of the State of Florida, ("CITY") and THE BROWARD COLLEGE DISTRICT BOARD OF TRUSTEES, FLORIDA, a public body corporate of the State of Florida (hereinafter “SUBRECIPIENT”), Inc, whose address is 6400 NW 6th Way, Fort Lauderdale, FL 33309.

RECITALS

WHEREAS, the CITY is an entitlement community and receives an annual allocation from the U.S. Department of Housing and Urban Development (“HUD”) under the Community Block Grant (“CDBG”) program; and

WHEREAS, HUD administers the CDBG program and the Community Development Block Grant Coronavirus (“CDBG-CV”) program at the Federal level and has distributed CDBG-CV grant funds to the State of Florida; and

WHEREAS, the Florida Department of Economic Opportunity (“DEO”) is the CDBG-CV grantee agency for the State of Florida and announced the availability of funding for small cities and entitlement units of local government under the CDBG-CV program; and

WHEREAS, the CITY applied for and has been allocated CDBG-CV funding by DEO to be utilized for three different activities benefitting the City’s residents affected by COVID-19, including workforce, senior technology and food delivery programs; and

WHEREAS, as part of the grant application and Program, DEO approved the CITY’s partnership with two entities, for implementation of the workforce activity, one of them being the SUBRECIPIENT; and

WHEREAS, in order to facilitate and implement the workforce activity through the Ready2Work Rapid Credentialing Program (the “Program”), the parties desire to enter into this Partnership Agreement (the “Agreement”) to set forth the parties’ obligations and responsibilities; and

WHEREAS, on _____, 2024, the City Commission passed and adopted Resolution No. 2024/____ approving and authorizing the execution of this Agreement with the SUBRECIPIENT.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises as hereinafter set forth and of the faithful performance of all such covenants and conditions, the CITY and SUBRECIPIENT agree as follows:

ARTICLE 1
RECITALS

The above recitations are true and accurate and are hereby made a part of this Agreement.

ARTICLE 2
TERM

This Agreement shall be effective from the date of execution by all parties and shall expire on _____, 202__, unless terminated earlier as set forth in this Agreement.

ARTICLE 3
PROJECT

SUBRECIPIENT agrees to provide and implement the Program through educational training by offering five certification programs to eligible City residents (the "Project") as more specifically set forth in the Scope of Services attached as Exhibit "A" and incorporated herein by reference (the "Scope of Services "). SUBRECEPIENT has provided information to CITY to allow it to confirm that the Project carried out under this Agreement meets the National Objective as defined in 24 CFR 570.208.

If SUBRECIPIENT fails to meet the performance benchmarks/deliverables to expend the CDBG-CV funds, the CITY will review SUBRECIPIENT's progress and its inability to meet these grant expenditure rates as a performance indicator and it will factor into the CITY's determination of noncompliance. HUD requires the CITY to timely spend its CDBG-CV funds. Therefore, it is critical that SUBRECIPIENT complies with the deadlines and deliverables. Time is of the essence. SUBRECIPIENT's failure to work diligently toward timely completing the PROJECT and incidents of non-performance may result in conditions being placed on the grant funds, suspension of grant funds, or the CITY may cease disbursing funds pursuant to this Agreement, so that the CITY can reallocate the funds for other uses or projects.

ARTICLE 4
FUNDING AND METHOD OF PAYMENT

- 4.1 The maximum amount payable by the CITY to the SUBRECIPIENT under this Agreement shall be in an amount not exceed \$78,405.60 inclusive of a 30% administrative fee and such payments to SUBRECIPIENT shall be based upon the parameters set forth Exhibit "B." This shall be the maximum expenditures authorized for payment by the CITY under this Agreement. In no event shall the CITY be liable for any sum exceeding the above stated amount. Any funds remaining unexpended or not disbursed to SUBRECIPIENT by the CITY as of the termination date of this Agreement may be de-obligated from this Agreement and made available for other CITY projects as determined by the CITY.
- 4.2 CITY agrees to fund SUBRECIPIENT for the eligible Project expenses incurred as provided for in the Schedule of Deliverables and Budget attached as Exhibit "B" and incorporated herein by reference, provided that a suspension of payment as set forth in Article 12 has not occurred, and provided further that SUBRECIPIENT complies with the procedures for invoices and payments as set forth in Article 5.

- 4.3 SUBRECIPIENT acknowledges and agrees that payment by CITY is contingent upon CITY receiving funding in accordance with the Grant Agreement.

ARTICLE 5
PROCEDURES FOR INVOICING AND PAYMENT

- 5.1 SUBRECIPIENT shall adhere to the procedures set forth herein and shall include the following documentation:
- (a) SUBRECIPIENT shall not use the funds allotted under this Agreement for any purpose other than the purpose set forth in Article 3 relating solely to the five certification classes expenses required as set forth in Exhibit "B".
 - (b) Request by SUBRECIPIENT for payment shall be accompanied by all proper documentation and shall be submitted to the Department for approval no later than 15 days after the last date covered by the request. SUBRECIPIENT shall submit proper documentation with each monthly payment reimbursement request.
 - (c) For purposes of this section, true and correct copies of invoices, receipts, or other evidence of indebtedness, shall be considered proper documentation. Invoices shall not be honored if received by CITY later than ten days after expiration or termination of this Agreement.
 - (d) In addition, SUBRECIPIENT shall provide CITY with one progress report and a closeout report as provided in the attached Exhibit "C". The Progress report is due after registration is closed and participants are enrolled. The Closeout report is due 10 days after course completion. The Closeout report shall include program status update, percentage of work completed, and the total amount of Program expenditures incurred to date.
- 5.2 Upon receiving the invoices, reports and other materials as described in this Article, the Department may audit such bid awards, contracts, reports and invoices to determine whether the items invoiced have been completed and that the invoiced items are proper for payment.
- 5.3 Upon determination by the Department that the services or material invoiced have been received or completed, the Department shall authorize payment to SUBRECIPIENT the amount the Department determines to be payable, pursuant to the audit. CITY agrees that it shall make its best efforts to pay SUBRECIPIENT within 30 calendar days after proper presentation of invoices and reports approved by SUBRECIPIENT director or officer and the Department director or his/her designee. In no event shall CITY provide advance funding to SUBRECIPIENT. Further, CITY agrees to make payment and reimburse all budgeted costs available under federal, state, city and county guidelines.
- 5.4 SUBRECIPIENT shall have an adequate financial system and internal fiscal controls in accordance with CDBG-CV requirements. and CITY requirements.



- 5.5 SUBRECIPIENT agrees to invoice the CITY for all funds allocated after registration is completed. All funds not expended within the term of this Agreement shall remain in the custody and control of CITY, and shall be funds of the CITY.

ARTICLE 6 IMPLEMENTATION AND TIMETABLE

SUBRECIPIENT agrees to implement the Scope of Services set forth in Exhibit “A” and comply with the deliverables and budget schedule set forth in Exhibit “B”. Failure to comply with the implementation schedule timetable for each checkpoint shall warrant a review by department staff to determine the appropriate measures for the SUBRECIPIENT to cure the delay in implementation of such timetables.

ARTICLE 7 ASSURANCES

- 7.1 SUBRECIPIENT agrees to comply with all applicable State and Federal laws, rules and regulations, as now in effect and as may be amended from time to time, including but not limited to, the Federal laws set forth in 24 C.F.R. part 570 subpart I (the “State Community Block Grant Program). Further, SUBRECIPIENT agrees to comply with the requirements of Title 2 C.F.R. Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards).
- 7.2 SUBRECIPIENT agrees to comply with all applicable federal, state and local laws, ordinances, codes, guidelines and regulations. Any conflict or inconsistency between the above federal, state or local laws, guidelines or regulations and this Agreement shall be resolved in favor of the more restrictive laws, guidelines or regulations.
- 7.3 SUBRECIPIENT further agrees that this Agreement is subject to the standard terms and conditions used in the Grant Agreement and such other rules, regulations or requirements as DEO or HUD may reasonably impose, in addition to the aforementioned assurances provided at, or subsequent, to the execution of this Agreement, by the parties hereto.

ARTICLE 8 FINANCIAL RESPONSIBILITY/AUDITS/RETENTION OF DOCUMENTS/MONITORING

- 8.1 SUBRECIPIENT gives CITY, DEO and HUD, through any authorized representative, access to and the right to examine all records, books, papers, or documents relating to the Program and Scope of Services. During the Term of this Agreement and for three (3) years following the Agreement’s expiration, the CITY, DEO and HUD shall have the right to audit the books, records, and accounts of the SUBRECIPIENT and its subcontractors that are related to this Agreement. The SUBRECIPIENT and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of the SUBRECIPIENT and its subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, the SUBRECIPIENT or

its subcontractors, as applicable, shall make same available at no cost to the CITY, DEO or HUD in written form.

- 8.2 SUBRECIPIENT agrees to maintain books, records and documents in accordance with standard accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by CITY under this Agreement. In addition, SUBRECIPIENT shall maintain all records and documentation required by 2 C.F.R.; part 200, 24 C.F.R. Section 570.506 and 570.502, just as if these requirements and as set forth in Article 19 of this Agreement.
- 8.3 SUBRECIPIENT agrees that if it has caused any funds to be expended in violation of this Agreement, it shall be responsible to refund such funds in full to CITY from nonfederal resources, or if this Agreement is still in force, any subsequent request for payment shall be withheld by CITY.
- 8.4 The SUBRECIPIENT and its subcontractors shall preserve and make available, at reasonable times for examination and audit by the CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time but, in any event, for a minimum period of five (5) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or five (5) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by the CITY to be applicable to the SUBRECIPIENT and its subcontractors' records, the SUBRECIPIENT and its subcontractors shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by the SUBRECIPIENT or its subcontractors. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for the CITY's disallowance and recovery of any payment upon such entry.
- 8.5 CITY will monitor SUBRECIPIENT's performance as necessary and in accordance with 2 C.F.R. Sections 200.330-.332 to ensure SUBRECIPIENT's compliance with all of the requirements of this Agreement, including timeframes and performance standards a required. The CITY shall monitor the SUBRECIPIENT and identify any failures in the administration and performance of the PROJECT. The monitoring plan shall also serve to identify whether the SUBRECIPIENT needs technical assistance. Should the CITY find any deficiencies by means of its monitoring of the SUBRECIPIENT, the CITY reserves the right to terminate this Agreement as provided herein or require the SUBRECIPIENT to take corrective action as in its sole discretion it sees fit.

In addition to the program performance, the CITY shall monitor financial performance as required by 2 C.F.R. 200.322. Monitoring shall be used to document allowable and unallowable costs, time, and effort reporting. Monitoring will also be used to follow up on findings identified in an earlier monitoring, visit, from document reviews or after an audit to ensure the SUBRECIPIENT took corrective action pursuant to 2 C.F.R. Section 200.322.

ARTICLE 9
RESPONSIBILITY/LIABILITY CLAUSE

SUBRECIPIENT assumes any and all risk of personal injury and property damage attributable to the negligent acts or omissions of that party and its officers, employees and agents to the extent provided in Section 768.28, Florida Statutes. SUBRECIPIENT will assure that persons subcontracting with or otherwise acting or engaged to act in the instance of SUBRECIPIENT in furtherance of SUBRECIPIENT fulfilling its obligations under this Agreement will assume such risk with respect to the willful or negligent acts or omissions of their personnel. The parties further agree that nothing contained herein will be construed or interpreted as (1) denying to either party any remedy or defense available under the law to such party or its agents and agencies, including any defense against being sued by reason hereon; (2) the consent of either party or its agents and agencies to be sued by reason hereon; (3) or a waiver of sovereign immunity by either party beyond the waiver that may be provided to it by law.

ARTICLE 10
INSURANCE REQUIREMENTS

- 10.1 The SUBRECIPIENT shall carry and keep in force, at all times during the Term, the following insurance polic(ies) coverage and said polic(ies) and shall be issued by companies licensed to do business in the State of Florida. SUBRECIPIENT 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:
- ☒ 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.
- 10.2 CITY reserves the right to review and revise 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 SUBRECIPIENT uses a subcontractor, SUBRECIPIENT shall ensure that subcontractor(s) also have the required Workers Compensation Insurance.
- 10.3 SUBRECIPIENT must comply with this section before the CITY will disburse the Grants Funds to SUBRECIPIENT.

ARTICLE 11
PROCUREMENT/SUBCONTRACTING/THIRD PARTY CONTRACTS

If SUBRECIPIENT hires contractor or third parties to perform the services for the Project, then SUBRECIPIENT shall adhere to the requirements in 2 C.F.R. Section 200.322, if applicable.

ARTICLE 12
TERMINATION

- 12.1 This Agreement is contingent upon the availability of funds. Should funds no longer be available, this Agreement shall terminate upon no less than 24 hours' notice in writing to SUBRECIPIENT. Said notice shall be delivered by electronic mail to the registered agent listed in the agreement, or in person, with proof of delivery. CITY shall be the final authority as to the availability of funds. CITY shall not be liable to SUBRECIPIENT if funding is not available.
- 12.2 If, through any cause, SUBRECIPIENT fails to implement the Program in accordance with the Scope of Services , as set forth in the attached Exhibit "A", within 30 days from the date of execution of this Agreement, or fails to fulfill in timely and proper manner its obligation under this Agreement, or if SUBRECIPIENT shall violate any of the covenants, terms or conditions, or stipulations of this Agreement, CITY shall thereupon have the right to terminate this Agreement or suspend payment in whole or part by giving written notice to SUBRECIPIENT of such termination or suspension of payment and specifying the effective date thereof, at least five days before the effective date of termination or suspension. If payments are withheld, the Department shall specify in writing the actions that must be taken by SUBRECIPIENT as a condition precedent to resumption of payments and should specify a reasonable date for compliance.
- 12.3 In the best interests of the program and to fulfill the requirements pursuant to the Grant and Grant Agreement, either party may terminate this Agreement upon 30 days' notice in writing of its intent to terminate, stating the party's reasons for doing so. In the event CITY terminates the Agreement, CITY shall pay SUBRECIPIENT for documented committed eligible costs subject to the conditions set forth in subsection 11.4 above.

ARTICLE 13
SUSPENSION OF PAYMENTS

The parties agree that the following events are sufficient cause for suspension of payments after written notice. Such events include but are not limited to:

- (a) Ineffective or improper use of CDBG-CV Grant Funds
- (b) Failure to comply with the work program or terms of this Agreement;
- (c) Failure to submit reports as required, including a favorable audit report;
- (d) Submittal of incorrect or incomplete reports in any material respect; and
- (d) Breach of this Agreement by SUBRECIPIENT.

ARTICLE 14
INDEPENDENT CONTRACTOR

SUBRECIPIENT is and shall be, in the performance of the project(s) under this agreement an independent contractor, and not an employee, agent, or servant of the CITY. Services provided by SUBRECIPIENT shall be performed by employees of SUBRECIPIENT and subject to supervision by SUBRECIPIENT, and shall not be deemed officers, employees, or agents of CITY. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to SUBRECIPIENT'S sole direction, supervision and control. 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 SUBRECIPIENT, which policies of SUBRECIPIENT shall not conflict with CITY, USDA., or Federal policies, rules or regulations relating to the use of the grant funds provided for herein. The City and the SUBRECIPIENTS are not partners, joint ventures or affiliated entities.

ARTICLE 15
ALL PRIOR AGREEMENTS SUPERSEDED

This document incorporates and includes all prior negotiations, correspondence, conversations, 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, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

ARTICLE 16
NOTICES

Whenever either party desires to give notice unto the other, such notice must be in writing, either by hand with proof of delivery, by electronic mail with receipt of delivery, or sent by certified 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, to-wit:

<u>For City:</u>	David Santucci, City Manager City of Deerfield Beach 150 NE 2 nd Avenue Deerfield Beach, FL 33441
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<u>For City Attorney</u>	Anthony C. Soroka, Esq. Weiss, Serota, Helfman, Cole & Bierman 2255 Glades Road, Suite 200-E Boca Raton, Florida 33431
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For Subrecipient: The District Board of Trustees of Broward College
6400 NW 6th Way
Ft. Lauderdale FL 33309

ARTICLE 17
AMENDMENTS/ ASSIGNMENTS

- 17.1 CITY may, in its discretion, amend this Agreement to conform with changes in federal, state, CITY and/or DEO/HUD. guidelines, directives, and objectives. Such amendments shall be incorporated by written amendment as a part of this Agreement and shall be subject to approval by the City of Deerfield Beach City Commission and the SUBRECIPIENT.
- 17.2 The Department Director shall be authorized to approve any changes to the attached Exhibit "A" necessary to enhance the performance of the project set out in the attached Exhibit "A", provided such changes do not result in substantial change in the project, and are compliant with DEO and HUD regulations and grant agreement. Any such changes will be memorialized in an amendment to this Agreement and signed by both parties.
- 17.3 SUBRECIPIENT shall not transfer or assign the performance of services called for in this Agreement without the prior written consent of CITY.
- 17.4 Except as expressly provided in this Article it is agreed that no modification, amendment or alteration in terms or conditions contained herein shall be effective unless contained in a written document executed by the parties with the same formalities as employed in this agreement.

ARTICLE 18
REPORTS, PLANS AND OTHER AGREEMENTS

All reports, plans, surveys, information, documents, and other data or procedures provided by SUBRECIPIENT to CITY for the purposes of this Agreement shall become the property of CITY without restriction, reservation or limitation of their use and shall be made available by SUBRECIPIENT at any time upon request by CITY or the Department. Upon completion of all work contemplated under this Agreement, copies of all of the above data shall be delivered to the Department Director upon his/her written request. The parties hereby acknowledge and agree that while copies of course materials may be provided to CITY, ownership of course materials and all ancillary materials will remain the property of SUBRECIPIENT.

ARTICLE 19
PUBLIC RECORDS

SUBRECIPIENT shall comply with Chapter 119, Florida Statutes, "Public Records Law" including but not limited to Section 119.0701, Florida Statutes.

SUBRECIPIENT shall:

1. Keep and maintain public records required by the CITY to perform the Scope of Services.

2. Upon request by 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 this chapter 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 SUBRECIPIENT does not transfer the records to the CITY.
4. Upon completion of the Agreement, transfer, at no cost, to the CITY all public records in possession of the SUBRECIPIENT or keep and maintain public records required by the CITY to perform the Scope of Services. If the SUBRECIPIENT transfers all public records to the CITY upon completion of the Agreement, the SUBRECIPIENT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the SUBRECIPIENT keeps and maintains public records upon completion of the Agreement, the SUBRECIPIENT shall meet all applicable requirements or retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of records, in a format that is compatible with the information technology systems of the CITY. No confidentiality or non-disclosure requirement of either federal or state law shall be violated by SUBRECIPIENT or its subcontractors. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for OWNER'S disallowance and recovery of any payment upon such entry. SUBRECIPIENT shall, by written Agreement, require any of its subcontractors performing under this Agreement to agree to the requirements and obligations of this Section.

IF THE SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954-480-4215, WEB.CLERK@DEERFIELD-BEACH.COM, CITY OF DEERFIELD BEACH, CITY CLERK'S OFFICE, 150 NE 2ND AVENUE, DEERFIELD BEACH, FL 33441).

ARTICLE 20 SCRUTINIZED COMPANIES LIST

20.1 SUBRECIPIENT 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 SUBRECIPIENT or its subcontractors are found to have submitted a false certification; or if the SUBRECIPIENT, 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.

20.2 If this Agreement is for more than one million dollars, the SUBRECIPIENT 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 the SUBRECIPIENT, its affiliates, or its subcontractors are found to have submitted a false certification; or if the SUBRECIPIENT, 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

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

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

ARTICLE 21 SUBRECIPIENT CERTIFICATION

As a condition for receipt of CDBG-CV funds under this Agreement, SUBRECIPIENT certifies that it will abide by the following Federal Laws to the extent applicable:

1. Title VI of the Civil Rights Act of 1964—Prohibits discrimination by government agencies that receive Federal funding;
2. Title VII of the Civil Rights Act of 1964—prohibits employment discrimination on the basis of race, color, religion, sex, or national origin;
3. Title VIII of the Civil Rights Act of 1968—as amended (the Fair Housing Act of 1988);
4. 24 C.F.R. § 570.487(b)—Affirmatively Furthering Fair Housing;
5. 24 C.F.R. § 570.490(b)—Unit of general local government's record;
6. 24 C.F.R. § 570.606(b)—Relocation assistance for displaced persons at URA levels; Age Discrimination Act of 1975;
7. Executive Order 12892—Leadership and Coordination of Fair Housing in Federal Programs: Affirmatively Furthering Fair Housing;
8. Section 109 of the Housing and Community Development Act of 1974—No person shall be excluded from participation in, denied benefits of, or subjected to discrimination under any program or activity receiving CDBG-CV funds because of race, color, religion, sex or national origin;
9. Section 504 of the Rehabilitation Act of 1973 and 24 C.F.R. part 8, which prohibits discrimination against people with disabilities;
10. Executive Order 11063 – Equal Opportunity in Housing
11. Executive Order 11246 – Equal Employment Opportunity; and
12. Section 3 of the Housing and Urban Development Act of 1968, as amended—Economic Opportunities for low-and very low-income persons.

ARTICLE 22
EXECUTION

This document shall be executed in three counterparts, each of which shall be deemed to be an original.

ARTICLE 23
CONSENT TO JURISDICTION

SUBRECIPIENT hereby irrevocably submits to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of or relating to this Agreement, and hereby irrevocably agrees that all claims in respect to such action or proceeding may be heard and determined in such court. Each party further agrees that venue of any action arising out of this Agreement shall lie in Broward County, Florida. The parties, in order to expedite litigation, waive their claim or rights to trial by jury in any action between them. Each party shall bear its own attorney's fees.

ARTICLE 24
GOVERNING LAW

The parties agree that this Agreement shall be construed in accordance with and governed by the laws of the State of Florida.

ARTICLE 25
SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 26
THIRD PARTY BENEFICIARIES

Neither SUBRECIPIENT nor CITY intend to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third-party beneficiaries who would be entitled to assert a claim against either of them based on this agreement.

ARTICLE 27
JOINT PREPARATION

Preparation of this Agreement has been a joint effort of the parties and the resulting document shall not, as a matter of judicial construction, be construed more severally against one of the parties than the other.

CDBG-CV SUBRECIPIENT PARTNERSHIP AGREEMENT

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: CITY OF DEERFIELD BEACH, Florida through its CITY COMMISSION, signing by and through its Mayor, authorized to execute same by Commission action on the _____ day of _____, 2024 and _____ signing by and through its President duly authorized to execute same for SUBRECIPIENT.

ATTEST:

HEATHER MONTEMAYOR,
CITY CLERK

APPROVED AS TO FORM & LEGAL
FOR THE USE OF AND RELIANCE
BY THE CITY OF DEERFIELD BEACH,
FLORIDA, ONLY.

ANTHONY C. SOROKA, CIT ATTORNEY

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

By: _____
BILL GANZ, MAYOR

Date: _____

SUBRECIPIENT

DocuSigned by:
By: Donald Astrab
6BD41D98CFDA4F4...

Signature
Print Name: Donald Astrab

Title: Interim President

Date: 6/11/2024

EXHIBIT "A"

SCOPE OF SERVICES

Broward College Ready2Work Program

Introduction

The City is administering the Ready2Work program funded by the Community Development Block Grant ("CDBG"). The funds will be used to implement the Ready2Work Program and enroll a goal of 100 City residents who are underemployed or unemployed and wish to learn new skills to obtain or retain a fulfilling career. The project aims to upskill and empower the local workforce by providing access to industry-recognized certifications. As specified in the CDBG-CV Program, participant eligibility is to be based on low to moderate-low income households and/or residency in specific qualified census tract (QCT) areas identified as: 104.03, 103.07, 103.06, 103.05. This document outlines the scope of services for the delivery of twelve (12) workforce certification courses offered by Broward College to residents of the City of Deerfield Beach.

Services Provided:

Broward College will provide the following services:

- **Course Development and Delivery:** Development and delivery of seven (7) distinct online workforce certification courses, listed below, with a maximum total registration of 105 students. The course schedule will be finalized based on instructor availability, but all courses are expected to commence in Summer 2024 semester, but in no event will commence later than September 1, 2024.
 - **Broward College –**
 - Artificial Intelligence Workplace Suite
 - AWS Tech. Essentials for Cloud Practitioners
 - Business Acumen
 - Digital Marketing Certificate
 - Drone (sUAS) Small Unmanned Aircrafts Systems
 - Excel (MOS) Microsoft Office Specialist
 - Project Management Ready
- **Course Materials:** All necessary course materials, including textbooks, online resources, and other relevant materials, will be included in the course pricing.
- **Participant Registration and Eligibility:** The City is administering a program funded by a Community Development Block Grant ("CDBG") which requires participant eligibility to be based on low to moderate-low income and residency in specific qualified census tract (QCT) areas identified as: 104.03, 103.07, 103.06, 103.05. The City will be responsible for vetting participants based on the following eligibility criteria:
 - At least 18 years of age;
 - A resident of the City of Deerfield Beach, residing in the following qualified census

tract areas: 104.03, 103.07, 103.06, 103.05;

- A valid state or government issued ID;
- Willing to complete training and education provide by Broward College;
- Household income to not exceed 250% of the federal poverty guidelines (if self-certifying);
- Applicant must certify there is no duplication of benefits.

Submission Requirements:

Following this process, the City shall provide Broward College via e-mail with a list of qualified participants in the form of an Excel document containing the following information:

- * Name
- * Physical Address
- * Email Address
- *Class Selection
- * Title (optional)

Broward College will input the eligible applicants and register them for one (1) of the chosen workforce certification courses and provide administrative assistance to any further registration needs and/or the distribution of any required course materials to each registered participant.

The deadline for submission to both the City and Broward College will be placed on the application. Applications received after the deadline will not be accepted. Incomplete applications will not be eligible or considered.

If the higher institution identifies or receives inquiries regarding the Ready2Work Program, the institution shall direct participant inquiries to the City's registration webpage.

Deliverables

- Delivery of seven (7) comprehensive workforce online certification courses.
- Distribution of all required course materials to each registered participant.
- Registration and completion reports for each course, including participant attendance.

Payment Schedule

Payment in full will be due no later than commencement of the first course (expected to be Summer 2024 but no later than September 1, 2024) based upon the invoicing requirements set forth below. The higher institution shall conduct and complete the course regardless if the courses should not reach the minimum requirement of participants.

The total courses cost is **\$60,312** with an additional 30% for administrative fees in the amount of \$18,093.60 (included but not limited to course enhancement/development, registration assistance, and student success management) for a total project cost of **\$78,405.60**. Broward College shall submit to the City within thirty (30) days of the effective date of this Agreement, any invoice(s) documenting the course(s) that are scheduled to be provided with the start date, along with any other documentation that the City or HUD may require. Upon receipt and review, City will remit payment no later than thirty (30) days from receipt of the invoice(s).

Exhibit “B”**Deliverables and Budget Schedule****Broward College**

	Certification Courses	Credential	Course Format	Course Hours	# of Students	Cost Per Student	Total Tuition
1	Artificial Intelligence Workplace Suite	Certificate	Online/Self-Paced	24	15	\$199	\$2,985
2	AWS Tech. Essentials for Cloud Practitioners	Certificate	Online/Self-Paced	14	15	\$699	\$10,485
3	Business Acumen	Certificate	Online/Self-Paced	6	15	\$99	\$1,485
4	Digital Marketing Certificate	Certificate	Online/Self-Paced	9	15	\$549	\$8,235
5	Drone (sUAS) Small Unmanned Aircraft Systems	FAA Certification	Online/Self-Paced	24	15	\$477	\$7,152
6	Excel (MOS) Microsoft Office Specialist	Certification	Online/Self-Paced	70	15	\$999	\$14,985
7	Project Management Ready	Certification	Online/Self-Paced	24	15	\$999	<u>\$14,985</u>
						Subtotal:	<u>\$60,312</u>
	Additional Fees	Admin Fee	30%				<u>\$18,093.60</u>
						Total:	\$78,405.60



EXHIBIT “C”
Progress and Closeout Report Templates

PROGRESS REPORT

#	First Name	Last Name	Address	Address 2	City	State	Zip Code	E-mail Address	Class Selection	1st Class Attendance
1	Enter applicant's first name	Enter applicant's last name	Enter applicant's address	Enter applicant's address (suite, apt, etc.)	Enter Applicant's City	Enter applicant's state	Enter applicant's zip code	Enter applicant's e-mail address	Enter title of applicant's class	Enter "present" or "absent" for applicant's attendance to their first class
2										
3	SAMPLE:									
4	John	Some	150 NE 2nd Ave	Apt 4	Deerfield Beach	FL	33441	johnsmoe@gmail.com	Digital Marketing	Absent
5										
6										
7										
8										
9										
10										
11										
12										
13										
14										
15										
16										
17										
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22										
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27										
28										
29										

Notes: Please enter any additional notes.



COMPLETION REPORT

#	First Name	Last Name	Address	Address 2	City	State	Zip Code	E-mail Address	Class Selection	1st Class Attendance	Class Completion
	Enter applicant's first name	Enter applicant's last name	Enter applicant's address	Enter applicant's address (suite, apt, etc.)	Enter Applicant's City	Enter applicant's state	Enter applicant's zip code	Enter applicant's e-mail address	Enter title of applicant's class	Enter "present" or "absent" for applicant's attendance to their first class	Enter "completed" or "not completed" for applicant's class completion status
1	name										
2											
3	SAMPLE:										
4	Jane	Doe	150 NE 2nd Ave	Apt 2	Deerfield Beach	FL	33441	janedoe@gmail.com	Digital Marketing	Present	Completed
5											
6											
7											
8											
9											
10											
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Notes: Please enter any additional notes.





City of Deerfield Beach

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

Face Sheet File Number: I.D. 2024-354

Agenda Date: 7/9/2024

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a subrecipient partnership agreement with Florida Atlantic University Board of Trustees in a total aggregate funding amount of \$70,980.00 for the implementation of the Ready2Work Rapid Credentialing Program; authorizing execution of the subrecipient partnership agreement; and providing for an effective date.

Background/History

The Florida Department of Economic Opportunity (FDEO) announced the availability of funding for Small Cities and Entitlement units of local government under the Florida Community Development Block Grant-Coronavirus (CDBG-CV) program. The program, funded through the Coronavirus Aid, Relief and Economic Security (CARES) Act, is designed to help local governments prevent, prepare for, and respond to the spread of COVID-19.

As a CDBG entitlement community, the City of Deerfield Beach applied for and was awarded a CDBG-CV grant in the amount of \$244,579 to implement three public service activities that will provide food and technology services to seniors and job skills training to eligible low- and moderate-income persons in the City. Refer to the activity and budget breakdown below:

- Ready2Work Rapid Credentialing Program \$185,000.00
- Senior Technology Program \$30,000.00
- Elderly Food Program \$10,012.68
- Program Administration \$19,566.32

Pursuant to Resolution 2021-023, the City entered into grant agreement #22CV-E10 with the Florida Department of Economic Opportunity to accept the grant award in February 2023.

In April 2023, the City submitted an amendment request to the Florida Department of Economic Opportunity (FDEO) to extend the grant agreement end date from September 30, 2023 to September 30, 2024, to allow for sufficient time to complete the required environmental review and project deliverables. The City received notification that the amendment request was granted on September 27, 2023.

The City is administering the Ready2Work program funded by the Community Development Block Grant ("CDBG"). The funds will be used to implement the Ready2Work Program and enroll a goal of 100 City residents who are underemployed or unemployed and wish to learn new skills to obtain or retain a fulfilling career. The project aims to upskill and empower the local workforce by providing access to industry-recognized certifications. As specified in the CDBG-CV Program, participant eligibility is to be based on low to moderate-low income households and/or residency in specific qualified census tract (QCT) areas identified as: 104.03, 103.07, 103.06, 103.05.

The scope of work for the partnership will include the provision of the course development and delivery of five (5) online workforce certification courses, course materials, and the administrative assistance for students during the college's registration process.

Current Activity

In accordance with the grant proposal and grant agreement between the Florida Department of Commerce for the Community Development Block Grant-Coronavirus (CDBG-CV) grant and the City of Deerfield Beach, the City would like to enter into partnership agreements with the organizations outlined below to implement the Ready2Work Program. Of the \$185,000 grant funds, \$149,385.60 will be allocated to contractual services through the partners and the remaining \$35,614.40 will be reserved for marketing materials.

Florida Atlantic University Board of Trustees: \$70,980

Florida Atlantic University (FAU), established in 1961, officially opened its doors in 1964 as the fifth public university in Florida. Today, the University serves more than 30,000 undergraduate and graduate students across six campuses located along the southeast Florida coast and is ranked as a top public university by U.S. News and World Report. The university describes itself as a student-centered public research university committed to empowering students who want to make a difference.

Florida Atlantic University Board of Trustees will be responsible for:

- The delivery of five (5) comprehensive workforce online certification courses.
- Distribution of all required course materials to each registered participant.
- Registration and completion reports for each course, including participant attendance.

Below are the courses that will be provided by Florida Atlantic University Board of Trustees:

1. Lean Sigma Green Belt
2. Introduction to Project Management
3. Entrepreneur Boot Camp
4. Certificate in Digital Marketing
5. Hospitality and Tourism Essentials

Recommendation

It is recommended that the City Commission authorize the execution of a partnership agreement between the City and Florida Atlantic University Board of Trustees to implement the Deerfield Beach Ready2Work Program, funded through Florida Department of Commerce for the Community Development Block Grant-Coronavirus (CDBG-CV) grant.

RESOLUTION NO. 2024/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING A SUBRECIPIENT PARTNERSHIP AGREEMENT WITH FLORIDA ATLANTIC UNIVERSITY BOARD OF TRUSTEES IN A TOTAL AGGREGATE FUNDING AMOUNT OF \$70,980.00 FOR THE IMPLEMENTATION OF THE READY2WORK RAPID CREDENTIALING PROGRAM; AUTHORIZING EXECUTION OF THE SUBRECIPIENT PARTNERSHIP AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City is an entitlement community and receives an annual allocation from the U.S. Department of Housing and Urban Development (“HUD”) under the Community Block Grant (“CDBG”) Program; and

WHEREAS, HUD administers the CDBG Program and the Community Development Block Grant Coronavirus (“CDBG-CV”) program at the Federal level and has distributed CDBG-CV grant funds to the State of Florida; and

WHEREAS, the Florida Department of Economic Opportunity (“DEO”) is the CDBG-CV grantee agency for the State of Florida and announced the availability of funding for small cities and entitlement units of local government under the CDBG-CV program; and

WHEREAS, the City applied for and has been allocated CDBG-CV funding by DEO to be utilized for three different activities benefitting the City’s residents affected by COVID-19, including workforce, senior technology and food delivery programs; and

WHEREAS, as part of the grant application program, DEO approved the City’s partnership with two entities for the implementation of the workforce activity, one of them being Florida Atlantic University; and

WHEREAS, in order to facilitate and implement the workforce activity through the Ready2Work Rapid Credentialing Program (the “Program”), the City desires to enter into the Subrecipient Partnership Agreement with Florida Atlantic University Board of Trustees (“FAU”), attached as Exhibit “1” (the “Agreement”); and

WHEREAS, the Program will provide the opportunity for 100 City residents who are underemployed or unemployed to enroll in certain classes offered by FAU to learn new skills to assist in obtaining or retaining a career and received industry recognized certifications; and

WHEREAS, FAU will offer a total of five (5) online workforce certification courses, course materials, and the administrative assistance for student’s during the college’s registration process as more specifically described in Exhibit “A” of the Agreement; and

WHEREAS, City staff recommends approving and authorizing execution of the Agreement with FAU, attached as Exhibit “1,” for the implementation of the Program in a total aggregate amount of \$70,980.00.

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

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

Section 2. The City Commission hereby approves the Agreement with FAU, attached as Exhibit “1,” for the implementation of the Program in a total aggregate amount of \$70,980.00.

Section 3. The City Commission hereby authorizes the City Manager to execute the 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 _____, 2024.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

CDBG-CV SUBRECIPIENT PARTNERHSIP AGREEMENT
 BETWEEN
 CITY OF DEERFIELD BEACH, FLORIDA
 AND
 FLORIDA ATLANTIC UNIVERSITY.
 FOR
 READY2WORK RAPID CREDENTIALING PROGRAM

THIS CDBG-CV SUBRECIPIENT PARTNERSHIP AGREEMENT (the “Agreement”) is made and entered this ____ day of _____, 2024, by and between the CITY OF DEERFIELD BEACH, a municipal corporation of the State of Florida, ("CITY") and FLORIDA ATLANTIC UNIVERSITY BOARD OF TRUSTEES, a public body corporate of the State of Florida (the “SUBRECIPIENT”), whose address is 777 Glades Road, Boca Raton, Florida 33431.

RECITALS

WHEREAS, the CITY is an entitlement community and receives an annual allocation from the U.S. Department of Housing and Urban Development (“HUD”) under the Community Block Grant (“CDBG”) program; and

WHEREAS, HUD administers the CDBG program and the Community Development Block Grant Coronavirus (“CDBG-CV”) program at the Federal level and has distributed CDBG-CV grant funds to the State of Florida; and

WHEREAS, the Florida Department of Economic Opportunity (“DEO” or “Department”) is the CDBG-CV grantee agency for the State of Florida and announced the availability of funding for small cities and entitlement units of local government under the CDBG-CV program; and

WHEREAS, the CITY applied for and has been allocated CDBG-CV funding by DEO to be utilized for three different activities benefitting the City’s residents affected by COVID-19, including workforce, senior technology and food delivery programs; and

WHEREAS, as part of the grant application and Program, DEO approved the CITY’s partnership with two entities, for implementation of the workforce activity, one of them being the SUBRECIPIENT; and

WHEREAS, in order to facilitate and implement the workforce activity through the Ready2Work Rapid Credentialing Program (the “Program”), the parties desire to enter into this Partnership Agreement (the “Agreement”) to set forth the parties’ obligations and responsibilities; and

WHEREAS, on _____, 2024, the City Commission passed and adopted Resolution No. 2024/____ approving and authorizing the execution of this Agreement with the SUBRECIPIENT.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises as hereinafter set forth and of the faithful performance of all such covenants and conditions, the CITY and SUBRECIPIENT agree as follows:

ARTICLE 1
RECITALS

The above recitations are true and accurate and are hereby made a part of this Agreement.

ARTICLE 2
TERM

This Agreement shall be effective from the date of execution by all parties and shall expire on July 8, 2025, unless terminated earlier as set forth in this Agreement.

ARTICLE 3
PROJECT

SUBRECIPIENT agrees to provide and implement the Program through educational training by offering five certification programs to eligible City residents (the “Project”) as more specifically set forth in the Scope of Services attached as Exhibit “A” and incorporated herein by reference (the “Scope of Services”). SUBRECIPIENT certifies that the Project carried out under this Agreement meets the National Objective as defined in 24 CFR 570.208.

If SUBRECIPIENT fails to meet the performance benchmarks/deliverables to expend the CDBG-CV funds, the CITY will review SUBRECIPIENT’s progress and its inability to meet these grant expenditure rates as a performance indicator and it will factor into the CITY’s determination of noncompliance. HUD requires the CITY to timely spend its CDBG-CV funds. Therefore, it is critical that SUBRECIPIENT complies with the deadlines and deliverables. Time is of the essence. SUBRECIPIENT’s failure to work diligently toward timely completing the PROJECT and incidents of non-performance may result in conditions being placed on the grant funds, suspension of grant funds, or the CITY may cease disbursing funds pursuant to this Agreement, so that the CITY can reallocate the funds for other uses or projects.

ARTICLE 4
FUNDING AND METHOD OF PAYMENT

- 4.1 The maximum amount payable by the CITY under this Agreement shall be in an amount not exceed \$70,980.00 and such payments to SUBRECIPIENT shall be based upon the parameters set forth in Exhibit “B.” This is a fixed priced agreement. This shall be the maximum expenditures authorized for payment by the CITY under this agreement. In no event shall the CITY be liable for any sum exceeding the above stated amount. Any funds remaining unexpended or not disbursed to SUBRECIPIENT by the CITY thirty (30) days after the termination date of this Agreement may be de-obligated from this Agreement and made available for other CITY projects as determined by the CITY.
- 4.2 CITY agrees to fund SUBRECIPIENT for the eligible Project expenses incurred as provided for in the Schedule of Deliverables and Budget attached as Exhibit "B" and incorporated herein by reference, provided that a suspension of payment as set forth in Article 12 has not occurred, and provided further that SUBRECIPIENT complies with the procedures for invoices and payments as set forth in Article 5.

- 4.3 SUBRECIPIENT acknowledges and agrees that payment by CITY is contingent upon the availability of funds appropriated to CITY receiving funding in accordance with the Grant Agreement by DEO for the CDBG-CV. CITY shall give notice to SUBRECIPIENT of the non-availability of such funds, and the intent to terminate this Agreement when CITY has knowledge thereof.

ARTICLE 5
PROCEDURES FOR INVOICING AND PAYMENT

- 5.1 SUBRECIPIENT shall adhere to the procedures set forth herein and shall include the following documentation:
- (a) SUBRECIPIENT shall not use the funds allotted under this Agreement for any purpose other than the purpose set forth in Article 3 relating solely to the five certification classes expenses required as set forth in Exhibit "B".
 - (b) Request by SUBRECIPIENT for payment shall be submitted to the CITY for approval no later than 30 days after the last date covered by the request. SUBRECIPIENT shall submit documentation that the course was delivered with each monthly payment reimbursement request.
 - (c) For purposes of this section, true and correct copies of invoices, , or evidence of course delivery, shall be considered proper documentation. Invoices shall not be honored if received by CITY later than sixty (60) days after expiration or termination of this Agreement.
 - (d) In addition, SUBRECIPIENT shall provide CITY with one progress report and a closeout report as provided in the attached Exhibit "C". The Progress report is due after registration is closed and participants are enrolled. The close out report is due 10 days after course completion. The Closeout report shall include program status update, and the number of students who completed the course(s) .
- 5.2 Upon receiving the invoices, reports and other materials as described in this Article, the Department may audit such bid awards, contracts, reports and invoices to determine whether the items invoiced have been completed and that the invoiced items are proper for payment.
- 5.3 Upon determination by the Department that the services or material invoiced have been received or completed, the Department shall authorize payment to SUBRECIPIENT the amount the Department determines to be payable, pursuant to the audit. CITY agrees that it shall make its best efforts to pay SUBRECIPIENT within 30 calendar days after proper presentation of invoices and reports approved by SUBRECIPIENT director or officer and the Department director or his/her designee. In no event shall CITY provide advance funding to SUBRECIPIENT. Further, CITY agrees to make payment and reimburse all budgeted costs available under federal, state, city and county guidelines.

- 5.4 SUBRECIPIENT shall have an adequate financial system and internal fiscal controls in accordance with CDBG-CV requirements and CITY requirements.
- 5.5 SUBRECIPIENT agrees to invoice the CITY for all funds allocated after registration is completed.

ARTICLE 6 IMPLEMENTATION AND TIMETABLE

SUBRECIPIENT agrees to implement the Scope of Services set forth in Exhibit “A” and comply with the timetable set forth in Exhibit “B”. All timeframes set forth in Exhibit “B” shall be completed by September 1, 2024. Failure to comply with the implementation schedule timetable for each checkpoint shall warrant a review by City’s Community Service and Economic Development department staff to determine the appropriate measures for the SUBRECIPIENT to cure the delay in implementation of such timetables.

ARTICLE 7 ASSURANCES

- 7.1 SUBRECIPIENT agrees to comply with all applicable State and Federal laws, rules and regulations, as now in effect and as may be amended from time to time, including but not limited to, the Federal laws set forth in 24 C.F.R. part 570 subpart I (the “State Community Block Grant Program). Further, SUBRECIPIENT agrees to comply with the requirements of Title 2 C.F.R. Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards).
- 7.2 SUBRECIPIENT agrees to comply with all applicable federal, state and local laws, ordinances, codes, guidelines and regulations. Any conflict or inconsistency between the above federal, state or local laws, guidelines or regulations and this Agreement shall be resolved in favor of the more restrictive laws, guidelines or regulations.
- 7.3 SUBRECIPIENT further agrees that it shall be bound by the standard terms and conditions used in the Grant Agreement and such other rules, regulations or requirements as DEO or HUD may reasonably impose, in addition to the aforementioned assurances provided at, or subsequent, to the execution of this Agreement, by the parties hereto. SUBRECIPIENT shall review all applicable rules, regulations or requirement prior to the Project commencing and if SUBRECIPIENT determines it cannot meet any and all requirements, then it has the right to terminate this Agreement and shall return any and all funding it has received.

ARTICLE 8 FINANCIAL RESPONSIBILITY/AUDITS/RETENTION OF DOCUMENTS/MONITORING

- 8.1 SUBRECIPIENT gives CITY, DEO and HUD, through any authorized representative, access to and the right to examine all records, books, papers, or documents relating to the Program and Scope of Work. During the Term of this Agreement and for three (3) years following the Agreement’s expiration, the CITY, DEO and HUD shall have the right to

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

- 8.2 SUBRECIPIENT agrees to maintain books, records and documents in accordance with standard accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by CITY under this Agreement. In addition, SUBRECIPIENT shall maintain all records and documentation required by 2 C.F.R; part 200, 24 C.F.R. Section 570.506 and 570.502, just as if these requirements and as set forth in Article 19 of this Agreement.
- 8.3 SUBRECIPIENT agrees that if it has caused any funds to be expended in violation of this Agreement, it shall be responsible to refund such funds in full to CITY from nonfederal resources, or if this Agreement is still in force, any subsequent request for payment shall be withheld by CITY.
- 8.4 The SUBRECIPIENT and its subcontractors shall preserve and make available, at reasonable times for examination and audit by the CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time but, in any event, for a minimum period of five (5) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or five (5) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by the CITY to be applicable to the SUBRECIPIENT and its subcontractors' records, the SUBRECIPIENT and its subcontractors shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by the SUBRECIPIENT or its subcontractors. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for the CITY's disallowance and recovery of any payment upon such entry.
- 8.5 CITY will monitor SUBRECIPIENT's performance as necessary and in accordance with 2 C.F.R. Sections 200.330-.332 to ensure SUBRECIPIENT's compliance with all of the requirements of this Agreement, including timeframes and performance standards a required. The CITY shall monitor the SUBRECIPIENT and identify any failures in the administration and performance of the PROJECT. The monitoring plan shall also serve to identify whether the SUBRECIPIENT needs technical assistance. Should the CITY find any deficiencies by means of its monitoring of the SUBRECIPIENT, the CITY reserves the right to terminate this Agreement as provided herein or require the SUBRECIPIENT to take corrective action as in its sole discretion it sees fit.

In addition to the program performance, the CITY shall monitor financial performance as required by 2 C.F.R. 200.322. Monitoring shall be used to document allowable and unallowable costs, time, and effort reporting. Monitoring will also be used to follow up on findings identified in an earlier monitoring, visit, from document reviews or after an audit to ensure the SUBRECIPIENT took corrective action pursuant to 2 C.F.R. Section 200.322.

ARTICLE 9 RESPONSIBILITY/LIABILITY CLAUSE

SUBRECIPIENT assumes any and all risk of personal injury and property damage attributable to the negligent acts or omissions of that party and its officers, employees and agents to the extent provided in Section 768.28, Florida Statutes. SUBRECIPIENT will assure that persons subcontracting with or otherwise acting or engaged to act in the instance of SUBRECIPIENT in furtherance of SUBRECIPIENT fulfilling its obligations under this Agreement will assume such risk with respect to the willful or negligent acts or omissions of their personnel. The parties further agree that nothing contained herein will be construed or interpreted as (1) denying to either party any remedy or defense available under the law to such party or its agents and agencies, including any defense against being sued by reason hereon; (2) the consent of either party or its agents and agencies to be sued by reason hereon; (3) or a waiver of sovereign immunity by either party beyond the waiver that may be provided to it by law.

ARTICLE 10 INSURANCE REQUIREMENTS

- 10.1 SUBRECIPIENT certifies that it holds general liability, automobile liability and worker's compensation insurance through the State Risk Management Trust Fund, established pursuant to Section 284.30, Florida Statutes, and administered by the State of Florida, Department of Insurance. The limits of general liability and automobile liability are \$200,000 per person and \$300,000 per occurrence. UNIVERSITY also certifies that it holds worker's compensation insurance as required by Florida law. Copies of insurance certificates will be provided upon request.
- 10.2 SUBRECIPIENT must comply with this section before the CITY will disburse the Grants Funds to SUBRECIPIENT.

ARTICLE 11 PROCUREMENT/SUBCONTRACTING/THIRD PARTY CONTRACTS

If SUBRECIPIENT hires contractor or third parties to perform the services for the Project, then SUBRECIPIENT shall adhere to the requirements in 2 C.F.R. Section 200.322, if applicable.

ARTICLE 12 TERMINATION

- 12.1 This Agreement is contingent upon the availability of funds. Should funds no longer be available, this Agreement shall terminate upon no less than 24 hours' notice in writing to

SUBRECIPIENT. Said notice shall be delivered by electronic mail to the registered agent listed in the agreement, or in person, with proof of delivery. CITY shall be the final authority as to the availability of funds. CITY shall not be liable to SUBRECIPIENT if funding is not available. Notwithstanding the foregoing, this Article 12.1 is subject to Article 4.3 of this Agreement.

- 12.2 If, through any cause, SUBRECIPIENT fails to implement the Program in accordance with the schedule as described within the Scope of Work as set forth in the attached Exhibit "A", or fails to fulfill in timely and proper manner its obligation under this Agreement, or if SUBRECIPIENT shall violate any of the covenants, terms or conditions, or stipulations of this Agreement, CITY shall thereupon have the right to terminate this Agreement or suspend payment in whole or part by giving written notice to SUBRECIPIENT of such termination or suspension of payment and specifying the effective date thereof, at least ten (10) days before the effective date of termination or suspension, during which time SUBRECIPIENT may cure the defect as identified in writing by CITY. However, if SUBRECIPIENT fails to cure the defect within ten (10) days, then CITY has the right to terminate the Agreement. If payments are withheld, the Department shall specify in writing the actions that must be taken by SUBRECIPIENT as a condition precedent to resumption of payments and should specify a reasonable date for compliance.
- 12.3 In the event of termination, and upon expiration of this contract, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports prepared, capital equipment and any other assets secured by SUBRECIPIENT with the HUD Grant Funds under this Agreement shall be promptly given to the CITY within 30 days of the expiration or cancellation date.
- 12.4 Notwithstanding the above, SUBRECIPIENT shall not be relieved of liability to CITY for damages sustained by CITY by virtue of any breach of this Agreement by SUBRECIPIENT, and CITY may withhold any payments to SUBRECIPIENT, for the purposes of set-off until such time as the exact amount of damages is determined.
- 12.5 In the best interests of the program and to fulfill the requirements pursuant to the Grant and Grant Agreement, either party may terminate this Agreement upon 30 days' notice in writing of its intent to terminate, stating the party's reasons for doing so. In the event CITY terminates the Agreement, CITY shall pay SUBRECIPIENT for documented committed eligible costs, subject to the conditions set forth in subsection 11.4 above.

ARTICLE 13 SUSPENSION OF PAYMENTS

Subject to Articles 4 and 12, and unless otherwise provided in this Agreement, the parties agree that the following events are sufficient cause for suspension of payments. Such events include but are not limited to:

- (a) Ineffective or improper use of CDBG-CV Grant Funds;
- (b) Failure to comply with the work program or terms of this Agreement;

- (c) Failure to submit reports as required, including a favorable audit report; and
- (d) Submittal of incorrect or incomplete reports in any material respect.
- (e) Breach of this Agreement by SUBRECIPIENT.

ARTICLE 14
INDEPENDENT CONTRACTOR

SUBRECIPIENT is and shall be, in the performance of the project(s) under this agreement an independent contractor, and not an employee, agent, or servant of the CITY. Services provided by SUBRECIPIENT shall be performed by employees of SUBRECIPIENT and subject to supervision by SUBRECIPIENT, and shall not be deemed officers, employees, or agents of CITY. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to SUBRECIPIENT'S sole direction, supervision and control. 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 SUBRECIPIENT, which policies of SUBRECIPIENT shall not conflict with CITY, HUD., or Federal policies, rules or regulations relating to the use of the grant funds provided for herein. The City and the SUBRECIPIENTS are not partners, joint ventures or affiliated entities.

ARTICLE 15
ALL PRIOR AGREEMENTS SUPERSEDED

This document incorporates and includes all prior negotiations, correspondence, conversations, 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, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

ARTICLE 16
NOTICES

Whenever either party desires to give notice unto the other, such notice must be in writing, either by hand with proof of delivery, by electronic mail with receipt of delivery, or sent by certified 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, to-wit:

<u>For City:</u>	David Santucci, City Manager City of Deerfield Beach 150 NE 2 nd Ave. Deerfield Beach, FL 33441
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For City Attorney Anthony C. Soroka, Esq.
Weiss, Serota, Helfman, Cole & Bierman
2255 Glades Road, Suite 200-E
Boca Raton, Florida 33431

For Subrecipient: Miriam Campo, Associate Vice President
Office of Sponsored Programs
777 Glades Road, Bldg. AD10, Room 297
Boca Raton, FL 33134

ARTICLE 17
AMENDMENTS/ ASSIGNMENTS

- 17.1 CITY may, in its discretion, amend this Agreement to conform with changes in federal, state, CITY and/or DEO/HUD. guidelines, directives, and objectives. Such amendments shall be incorporated by written amendment as a part of this Agreement and shall be subject to approval by the City of Deerfield Beach City Commission and duly signed by SUBRECIPIENT.
- 17.2 The Department Director shall be authorized to approve any changes to the attached Exhibit "A" necessary to enhance the performance of the project set out in the attached Exhibit "A", provided such changes do not result in substantial change in the project, and are compliant with DEO and HUD regulations and grant agreement.
- 17.3 SUBRECIPIENT shall not transfer or assign the performance of services called for in this Agreement without the prior written consent of CITY.
- 17.4 Except as expressly provided in this Article it is agreed that no modification, amendment or alteration in terms or conditions contained herein shall be effective unless contained in a written document executed by the parties with the same formalities as employed in this agreement.

ARTICLE 18
REPORTS, PLANS AND OTHER AGREEMENTS

Notwithstanding anything to the contrary contained herein , all reports, plans, surveys, information, documents, and other data or procedures developed, prepared, assembled or completed by SUBRECIPIENT for the purposes of this Agreement shall become the property of CITY without restriction, reservation or limitation of their use and shall be made available by SUBRECIPIENT at any time upon request by CITY or the Department. Upon completion of all work contemplated under this Agreement, copies of all of the above data shall be delivered to the Department Director upon his/her written request.

ARTICLE 19
PUBLIC RECORDS

SUBRECIPIENT shall comply with Chapter 119, Florida Statutes, "Public Records Law" including but not limited to Section 119.0701, Florida Statutes.

SUBRECIPIENT shall:

1. Keep and maintain public records required by the CITY to perform the Scope of Services.
2. Upon request by 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 this chapter 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 SUBRECIPIENT does not transfer the records to the CITY.
4. Upon completion of the Agreement, transfer, at no cost, to the CITY all public records in possession of the SUBRECIPIENT or keep and maintain public records required by the CITY to perform the Scope of Services. If the SUBRECIPIENT transfers all public records to the CITY upon completion of the Agreement, the SUBRECIPIENT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the SUBRECIPIENT keeps and maintains public records upon completion of the Agreement, the SUBRECIPIENT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of records, in a format that is compatible with the information technology systems of the CITY. No confidentiality or non-disclosure requirement of either federal or state law shall be violated by SUBRECIPIENT or its subcontractors. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for OWNER'S disallowance and recovery of any payment upon such entry. SUBRECIPIENT shall, by written Agreement, require any of its subcontractors performing under this Agreement to agree to the requirements and obligations of this Section.

IF THE SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954-480-4215, WEB.CLERK@DEERFIELD-BEACH.COM, CITY OF DEERFIELD BEACH, CITY CLERK'S OFFICE, 150 NE 2ND AVENUE, DEERFIELD BEACH, FL 33441).

ARTICLE 20
SCRUTINIZED COMPANIES LIST

20.1 SUBRECIPIENT 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 SUBRECIPIENT or its subcontractors are found to have submitted a false certification; or if the SUBRECIPIENT, 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.

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

20.3 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.

ARTICLE 21
SUBRECIPIENT CERTIFICATION

As a condition for receipt of CDBG-CV funds under this Agreement, SUBRECIPIENT certifies that it will abide by the following Federal Laws:

1. Title VI of the Civil Rights Act of 1964—Prohibits discrimination by government agencies that receive Federal funding;
2. Title VII of the Civil Rights Act of 1964—prohibits employment discrimination on the basis of race, color, religion, sex, or national origin;
3. Title VIII of the Civil Rights Act of 1968—as amended (the Fair Housing Act of 1988);
4. 24 C.F.R. § 570.487(b)—Affirmatively Furthering Fair Housing;
5. 24 C.F.R. § 570.490(b)—Unit of general local government's record;
6. 24 C.F.R. § 570.606(b)—Relocation assistance for displaced persons at URA levels; Age Discrimination Act of 1975;
7. Executive Order 12892—Leadership and Coordination of Fair Housing in Federal Programs: Affirmatively Furthering Fair Housing;
8. Section 109 of the Housing and Community Development Act of 1974—No person shall be excluded from participation in, denied benefits of, or subjected to discrimination under any program or activity receiving CDBG-CV funds because of race, color, religion, sex or national origin;
9. Section 504 of the Rehabilitation Act of 1973 and 24 C.F.R. part 8, which prohibits discrimination against people with disabilities;
10. Executive Order 11063—Equal Opportunity in Housing;
11. Executive Order 11246—Equal Employment Opportunity; and
12. Section 3 of the Housing and Urban Development Act of 1968, as amended—Economic Opportunities for low-and very low-income persons.

ARTICLE 22
EXECUTION

This document shall be executed in three counterparts, each of which shall be deemed to be an original

ARTICLE 23
CONSENT TO JURISDICTION

SUBRECIPIENT hereby irrevocably submits to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of or relating to this Agreement, and hereby irrevocably agrees that all claims in respect to such action or proceeding may be heard and determined in such court. Each party further agrees that venue of any action arising out of this Agreement shall lie in Broward County, Florida. The parties, in order to expedite litigation, waive their claim or rights to trial by jury in any action between them. Each party shall bear its own attorney's fees.

ARTICLE 24
GOVERNING LAW

The parties agree that this Agreement shall be construed in accordance with and governed by the laws of the State of Florida.

ARTICLE 25
SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 26
THIRD PARTY BENEFICIARIES

Neither SUBRECIPIENT nor CITY intend to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third-party beneficiaries who would be entitled to assert a claim against either of them based on this agreement.

ARTICLE 27
JOINT PREPARATION

Preparation of this Agreement has been a joint effort of the parties and the resulting document shall not, as a matter of judicial construction, be construed more severally against one or the parties than the other.

CDBG-CV SUBRECIPIENT PARTNERHSIP AGREEMENT
BETWEEN
CITY OF DEERFIELD BEACH, FLORIDA
AND
FLORIDA ATLANTIC UNIVERSITY.
FOR
READY2WORK RAPID CREDENTIALING PROGRAM

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: CITY OF DEERFIELD BEACH, Florida through its CITY COMMISSION, signing by and through its Mayor, authorized to execute same by Commission action on the _____ day of _____, 2024 and _____ signing by and through its President duly authorized to execute same for SUBRECIPIENT.

ATTEST:

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

By: _____
BILL GANZ, MAYOR

HEATHER MONTEMAYOR,
CITY CLERK

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

SUBRECIPIENT

Florida Atlantic University Board
of Trustees

By:  _____
Print Name: Patrice Cochran
Title: Assistant Director, Office of
Sponsored Programs
(President or other authorized Officer)
Date: May 30, 2024 _____

EXHIBIT "A"
SCOPE OF SERVICES
Ready2Work Program

Introduction

The City is administering the Ready2Work program funded by the Community Development Block Grant ("CDBG"). The funds will be used to implement the Ready2Work Program and enroll a goal of 100 City residents who are underemployed or unemployed and wish to learn new skills to obtain or retain a fulfilling career. The project aims to upskill and empower the local workforce by providing access to industry-recognized certifications. As specified in the CDBG-CV Program, participant eligibility is to be based on low to moderate-low-income households and/or residency in specific qualified census tract (QTI) areas identified as: 104.03, 103.07, 103.06, 103.05. This document outlines the scope of services for the delivery of five (5) workforce certification courses offered by Florida Atlantic University to residents of the City of Deerfield Beach.

Services Provided:

Florida Atlantic University will provide the following services:

- **Course Development and Delivery:** Development and delivery of five (5) distinct online workforce certification courses, listed below, with a maximum total registration of seventy (70) students. The course schedule will be finalized based on instructor availability, but all courses will commence in Summer 2024 semester, but no later than September 1, 2024.
 - **Florida Atlantic University –**
 - Lean Six Sigma Green Belt: Six Sigma is an integrated, disciplined, and proven approach for improving business performance, providing tangible business results and savings. Six Sigma Green Belts are able to participate in and deliver defined Six Sigma projects, and implement quality initiatives throughout an organization. If you are pursuing a career which aids businesses in improving production and minimizes inefficiencies from every product, process, and customer transaction, Six Sigma certification will ensure that you have the knowledge and credentials to succeed.
 - Fully online, self-paced, instructor- managed (3 months to complete)
 - 35 Hours to Complete
 - \$25,000 (10 students)
 - Introduction to Project Management: The Introduction to Project Management Online course provides an overview of project

management while providing the foundation for project management methodology and practical applications. Focusing on best practices in project management as determined by the Project Management Institute (PMI)®. The Introduction to Project Management Online will touch upon the main concepts from the internationally accepted and widely utilized A Guide to the Project Management Body of Knowledge (PMBOK®Guide).

- Fully online, self-paced, instructor- managed (8 weeks to complete)
 - 24 Hours to Complete
 - \$11,000 (10 students)
-
- Entrepreneur Boot Camp: The Entrepreneur Boot Camp is designed for individuals who are considering starting their own business. Participants will learn how to deliver value to customers and how to validate an effective business model. Participants will learn to create an effective business pitch and how to pitch a plan to investors. Additionally, participants will learn how to determine sales methods and how to project sales revenues and expenses, find seed funding for new ventures.
 - Hybrid format (In Class and/or Live Virtual) (Days & Time TBD)
 - 24 Hours to Complete
 - \$11,000 (20 students)
-
- Certificate in Digital Marketing: This course is designed to minimize the overwhelm of managing your business' social media and marketing campaigns. It is delivered in a step-by-step, user-friendly approach. This course is broken into two segments. The first lays out a strong, practical foundation for the key elements within the digital marketing realm. Building upon that, the second lays out the path for applying these skills to generate business results. Key topics include – SEO, Content Marketing, Social Strategy, Email Nurturing, Lead Generation, Competitor Analysis and much more!
 - Live Virtual Time:
 - Phase I: 7pm - 8:30pm EST (8 sessions) followed by
 - Phase II: 6:30pm - 9:30pm EST (5 sessions)
 - 48 Hours to Complete
 - \$20,000 (10 students)

- Hospitality and Tourism Essentials: The Hospitality & Tourism Industry Essentials program covers the core components required for an overview of the hospitality and tourism industry using current, relevant content and industry trends. The course teaches relevant, actionable, and practical content including “hot topics” and the latest trends impacting the industry.
 - Fully online, self-paced
 - 30 Hours to Complete
 - \$3,980 (20 students)
- **Course Materials:** All necessary course materials, including textbooks, online resources, and other relevant materials, will be included in the course pricing.
- **Participant Registration and Eligibility:** The City is administering a program funded by a Community Development Block Grant ("CDBG") which requires participant eligibility to be based on low to moderate-low income and residency in specific qualified census tract (QTI) areas identified as: 104.03, 103.07, 103.06, 103.05. The City will be responsible for vetting participants based on the following eligibility criteria:
 - At least 18 years of age;
 - A resident of the City of Deerfield Beach, residing in the following qualified census tract areas: 104.03, 103.07, 103.06, 103.05;
 - A valid state or government issued ID;
 - Willing to complete training and education provide by Florida Atlantic University;
 - Household income to not exceed 250% of the federal poverty guidelines (if self-certifying);
 - Applicant must certify there is no duplication of benefits.

Submission Requirements:

Following this process, the City shall provide Florida Atlantic University via e-mail with a list of qualified participants in the form of an Excel document containing the following information:

- * Name
- * Physical Address
- * Email Address
- * Class Selection
- * Title (optional)

Florida Atlantic University will input the eligible applicants and register them for one

(1) of the chosen workforce certification courses and provide administrative assistance to any further registration needs and/or the distribution of any required course materials to each registered participant.

The deadline for submission to both the City and Florida Atlantic University will be placed on the application. Applications received after the deadline will not be accepted. Incomplete applications will not be eligible or considered.

If the higher institution identifies or receives inquiries regarding the Ready2Work Program, the institution shall direct participant inquiries to the City's registration webpage.

Deliverables

- Delivery of five (5) comprehensive workforce online certification courses.
- Distribution of all required course materials to each registered participant.
- Registration and completion reports for each course, including participant attendance.

Payment Schedule

The total project cost is **\$70,980**. Payment will be due upon commencement of the first course on or before the Summer 2024 semester, but no later than September 1, 2024. The higher institution shall conduct and complete the course regardless if the courses should not reach the minimum requirement of participants. SUBRECIPIENT will be paid based on the delivery of the courses regardless of the number of participants in attendance.

EXHIBIT "B"
Deliverables and Budget Schedule

	Certification Courses	Credential	Course Format	Course Hours	# of Students	Cost Per Student	Total Tuition
1	Lean Six Sigma	Certificate	Fully Online	35	10	2,500.00	25,000.00
2	Introduction to Project Management	Certificate	Fully Online	24	10	1,100.00	11,000.00
3	Entrepreneur Bootcamp	Certificate	Hybrid	24	20	550.00	11,000.00
4	Digital Marketing (Phase I and II)	Certificate	Live Virtual	48	10	2,000.00	20,000.00
5	Hospitality and tourism Essentials	Certificate	Fully Online	30	20	199.00	<u>3,980.00</u>
						Total:	70,980.00

EXHIBIT “C”
Progress and Closeout Report Templates

PROGRESS REPORT

#	First Name	Last Name	Address	Address 2	City	State	Zip Code	E-mail Address	Class Selection	1st Class Attendance
1	<i>Enter applicant's first name</i>	<i>Enter applicant's last name</i>	<i>Enter applicant's address</i>	<i>Enter applicant's address (suite, apt, etc.)</i>	<i>Enter Applicant's City</i>	<i>Enter applicant's state</i>	<i>Enter applicant's zip code</i>	<i>Enter applicant's e-mail address</i>	<i>Enter title of applicant's class</i>	<i>Enter "present" or "absent" for applicant's attendance to their first class</i>
2										
3	SAMPLE:									
4	John	Some	150 NE 2nd Ave	Apt 4	Deerfield Beach	FL	33441	johnsmoe@gmail.com	Digital Marketing	Absent
5										
6										
7										
8										
9										
10										
11										
12										
13										
14										
15										
16										
17										
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22										
23										
24										
25										
26										
27										
28										
29										

Notes: Please enter any additional notes.

COMPLETION REPORT

#	First Name	Last Name	Address	Address 2	City	State	Zip Code	E-mail Address	Class Selection	1st Class Attendance	Class Completion
1	<i>Enter applicant's first name</i>	<i>Enter applicant's last name</i>	<i>Enter applicant's address</i>	<i>Enter applicant's address (suite, apt, etc.)</i>	<i>Enter Applicant's City</i>	<i>Enter applicant's state</i>	<i>Enter applicant's zip code</i>	<i>Enter applicant's e-mail address</i>	<i>Enter title of applicant's class</i>	<i>Enter "present" or "absent" for applicant's attendance to their first class</i>	<i>Enter "completed" or "not completed" for applicant's class completion status</i>
2											
3	SAMPLE:										
4	Jane	Doe	150 NE 2nd Ave	Apt 2	Deerfield Beach	FL	33441	janedoe@gmail.com	Digital Marketing	Present	Completed
5											
6											
7											
8											
9											
10											
11											
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15											
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Notes: Please enter any additional notes.



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2024-325

Agenda Date: 7/9/2024

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the special event permit application submitted by Oceans 234 to host the 2024 Ranse Jones Classic Volleyball Tournament on Deerfield Beach north of the International Fishing Pier with event set up on November 1, 2024 from 8 am to 8 pm and the tournament event scheduled for November 2, 2024 and November 3, 2024 from 7:00 am to 8:00 pm; approving the temporary set-up of 17 additional volleyball courts on the beach for the event; 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

Parks and Recreation staff has received a special event application from Oceans234 to host the Ranse Jones Classic 2024 event on Saturday, November 2nd, and Sunday, November 3rd, from 7:00 a.m. - 8:00 p.m. with the event set up on Friday, November 1st from 8:00 a.m. - 8:00 p.m. The Ranse Jones Classic is an annual event that is held to benefit the Broward Health North Comprehensive Stroke Center and is held on Deerfield Beach, north of the International Fishing Pier. The event utilizes the existing volleyball courts and sets up additional temporary courts for a total of 24 volleyball courts on the beach. As part of the application, the event applicant is requesting approval by the City Commission to set up an additional 17 temporary volleyball courts on Deerfield Beach from Friday, November 1, 2024 through Sunday, November 3, 2024.

Fee waivers have not been requested.

Recommendation

Staff supports the special event application being approved.

RESOLUTION NO. 2024/___

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE SPECIAL EVENT PERMIT APPLICATION SUBMITTED BY OCEANS 234 TO HOST THE 2024 RANSE JONES CLASSIC VOLLEYBALL TOURNAMENT ON DEERFIELD BEACH NORTH OF THE INTERNATIONAL FISHING PIER WITH EVENT SET UP ON NOVEMBER 1, 2024 FROM 8AM TO 8PM AND THE TOURNAMENT EVENT SCHEDULED FOR NOVEMBER 2, 2024 AND NOVEMBER 3, 2024 FROM 7:00 AM TO 8:00 PM; APPROVING THE TEMPORARY SET-UP OF 17 ADDITIONAL VOLLEYBALL COURTS ON THE BEACH FOR THE EVENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Oceans 234 (the “Applicant”) submitted a Special Event Permit Application to the City to host the 2024 Ranse Jones Classic Volleyball Tournament (the “Event Application”) benefitting the Broward Health North Comprehensive Stroke Center on November 2, 2024 and November 3, 2024 from 7:00 a.m. to 8:00 p.m. just north of the International Fishing Pier on the beach (the “Event”) in the City of Deerfield Beach (the “City”); and

WHEREAS, according to the Event Application, approximately 280 individuals are anticipated to attend the Event; and

WHEREAS, the Applicant is requesting permission to set-up for the Event on November 1, 2024 utilizing the existing 7 volleyball courts and an additional 17 temporary volleyball courts on Deerfield Beach for a total of 24 volleyball courts at the Event; and

WHEREAS, the City Commission finds that it is in the best interest of the City to approve the Application, including the Applicant’s request to set-up for the Event on November 1, 2024 during the hours of 8 a.m. to 8 p.m. and the temporary set up of 17 additional volleyball courts, subject to the Applicant’s compliance with all applicable federal, state, and local laws in connection with the Event.

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 Event Application, subject to the Applicant’s compliance with all applicable federal, state, and local laws, including compliance with the City’s special event regulations and submission of the required proof of insurance and agreement to indemnify, defend, and hold the City harmless from claims related to the Event. The City Commission hereby approves the request for Event set-up to commence on November 1, 2024, inclusive of the 17 additional temporary volleyball courts on the beach for the Event.

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 its adoption.

PASSED AND ADOPTED THIS ____ DAY OF JULY, 2024.

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK



SPECIAL EVENT APPLICATION

Application Information

Organization Name:	Oceans 234	Today's Date:	5/23/24
Contact Name:	Danielle Rosse	Email Address:	Danielle@oceans234.co
Contact Phone (Home):		Contact Phone (Cell):	954-536-5712
Address:	234 North Ocean Blvd	Fax:	
City:	Deerfield Beach	State:	FL
		Zip Code:	33441
Is this Organization ☒ For Profit ☐ Nonprofit*			
*If Nonprofit, please include a copy of the IRS 501(c) tax exemption letter.			

Event Information

Name of Event:	Ranse Volleyball Classic	Event Date:	11/01/24 - 11/03/24		
Event Address:		City:	Deerfield Beach		
State:	Florida	Zip Code:	33441		
		Event Category:	Athletic/Recreation		
Purpose of Event:	Beach Volleyball Tournament charity event to benefit Broward Health North Comprehensive Stroke Center				
Description of Event:	Pro-Am Volleyball Tournament, fundraising community event.				
	Date	Day	Start Time	End Time	Anticipated Attendance
Setup	Nov 1	Friday	8am	8pm	10
Event Day 1	Nov 2	Saturday	7am	8pm	170
Event Day 2	Nov 3	Sunday	7am	8pm	110
Event Day 3					
Break Down	Nov 3	Sunday	5pm	8pm	10
# of years event has been in existence?	14	Past Attendance:	average 80-170		
Previous Location(s):	Pompano Beach (2023), Deerfield Beach (2010-2022)				
Property Owner's Permission					
I, the undersigned as owner of the property where the event will be located, do hereby grant permission for use of my property for the event described above. City property exempt (no signature necessary).					
Signature of Property Owner:		Date:		Phone:	

**Event
Information**
(Continued from
page 1)

Will you require the use of a City park? If yes, please select park. N/A

Will your event require the use of the beach? ☒ Yes ☐ No
If yes, please make sure to follow the Special Events Permit Conditions for Marine Turtle Guidelines.

Will your event need additional sanitation supplies? ☐ Yes ☒ No

Will you require the use of additional City staff/equipment? ☐ Yes ☒ No

Will you require parking spaces in Main Beach Parking Lot? ☐ Yes ☒ No
If yes, how many spaces are you requesting?

Will you require parking spaces along Ocean Way? ☐ Yes ☒ No
If yes, how many spaces are you requesting?

Will you require parking spaces at the Pier Parking Lot? ☐ Yes ☒ No
If yes, how many space are you requesting?

Will your event require use of the City Showmobile?* ☐ Yes ☒ No
*A Showmobile Application must be filled out & submitted if using the City Showmobile.

Are you requesting any of the above fees to be waived by the city? ☐ Yes ☒ No
If yes, what fees are you requesting waived?

All waiver of fee requests below must be approved by the City Commission.

**Vendor
Information**

Will your event be serving food? ☐ Yes ☒ No Number of Food Vendors:

Where will the food be prepared? Off Site Method used for cooking: N/A

Vendor list provided to the City? ☐ Yes ☒ No

Food vendors have all permits/licenses required? ☐ Yes ☒ No

Number of other vendors: Vendor list provided to the City? ☒ Yes ☐ No

**Additional
BSO/Building
Requirements**

Will there be alcohol at this event? (Must be approved by City Commission) ☐ Yes ☒ No
If yes, has liquor license been issued? ☐ Yes ☒ No

If you answer yes to any of the below questions, a permit may be required

Will you be using any tents for your event? ☐ Yes ☐ No

Tent Size	# of Tents	Tent Location
10x10	14	12 Player Tents, 2 Registrator
10x10	4	Vendor Tents

Please note: If using tents on City property, the tents must be weighted. Stakes are prohibited

Will you be using a stage for your event? ☐ Yes ☒ No

Will your event require electricity? ☐ Yes ☒ No

Type of electrical power to be used: Generator

Will a generator be used? ☒ Yes ☐ No Size of Generator: Under 5KW (5000 Watts)

***A generator over 5KW/5000 Watts will require an additional permit.

Will gas equipment be used? ☒ Yes ☐ No

Type of fuel source: Gasoline, Natural Gas & Propane Gas

Additional BSO/Building Requirements (Continued from page 2)	Will cooking equipment be used? ☐ Yes ☒ No										
	Type of cooking equipment (check all that apply): ☐ Charcoal Grills ☐ Food Trucks ☐ Fryers ☐ Propane Grills ☐ Warmers/Sternos										
	Will the event include amusement rides, inflatables or children's games? ☐ Yes ☒ No										
	Type of amusement ride: N/A										
	Will the event include the use of fireworks or other pyrotechnics? (describe below) ☐ Yes ☒ No										
	Are you requesting any roads to be closed? (Please Note: If yes, please complete the City of Deerfield Beach Temporary Road Closure Request.) ☐ Yes ☒ No ***If closing FDOT roads, approval of the City Commission is required.										
	Will you be using a licensed professional security company to provide security services for your event? ☐ Yes ☒ No										
Company Name: Contact Person: 											
Contact Number: Will safety equipment be used? ☐ Yes ☐ No											
Promotion Materials	Is your event listed on the web? ☒ Yes ☐ No Provide URL address: www.rockstarbeach.com										
	How do you plan on marketing your event? (select all that apply) ☒ Outdoor Banners ☐ Radio Ads ☐ Mailings ☐ Newspaper Ads ☐ Outdoor Signs ☐ TV Ads ☒ Flyers ☒ Other										
	Promotional Signs/Banners: <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%;">Location:</th> <th style="width: 15%;">Size:</th> <th style="width: 35%;">Description:</th> </tr> </thead> <tbody> <tr> <td>Ball Stop Banners in between Courts</td> <td>3x7</td> <td>Listing of Sponsors</td> </tr> <tr> <td>Sponsor Tower</td> <td>4x4x15</td> <td>3 - with bracket and strap secu</td> </tr> </tbody> </table>		Location:	Size:	Description:	Ball Stop Banners in between Courts	3x7	Listing of Sponsors	Sponsor Tower	4x4x15	3 - with bracket and strap secu
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Sponsor Tower	4x4x15	3 - with bracket and strap secu									
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Location:	Size:	Description:									
Lawn Signs	12"x18"	Who, What, When, Where, Wh									
Event Entertainment	Will the event have entertainment? ☐ Yes ☒ No										
	Will amplified sound equipment be used? ☒ Yes ☐ No										
	Will musical entertainment be used? ☐ Yes ☒ No										
Please describe any type of entertainment and sound equipment below: PA System for music and announcement during play											
Miscellaneous	Are you charging a fee for the event? ☒ Yes ☐ No										
	How are the proceeds being used? To benefit Comprehensive Stroke Center @ BHN										
	Name of benefiting organization: Broward Health North Hospitality										
	Contact Person: Sabrina Lunde	Contact Phone Number: 954-786-6955									



HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

Oceans 234 _____ (insert official name of vendor), hereinafter referred to as 'Vendor', agrees through the signing of this document by an authorized party, intending to be legally bound for themselves and their heirs, executors and administrators, covenants and agrees to Indemnify and Hold Harmless and defend the City of Deerfield Beach, the elected and appointed officials of the City of Deerfield Beach, the City Manager, department heads, division heads, supervisors and employees of the foregoing, and their heirs, representatives, successors, executors, administrators and assigns from and against any and all suits and actions including attorneys fees and all costs of litigation and judgments, claims for damages or injuries, including death, to persons or property of whatever kind or character, whether real, personal or mixed, asserted or occurring from every name and description arising out of or incidental to the Vendor's activity at the City of Deerfield Beach, Florida, (describe activity) whether or not due to or caused by the negligence of the City of Deerfield Beach, excluding only the sole negligence of the City of Deerfield Beach. This provision shall also pertain to any claims against the City of Deerfield Beach by any employee of Vendor or anyone directly or indirectly employed by Vendor.

This 23 day of May, of 2024

	Danielle Rosse	President
Applicant Signature	Print Name	Title

Witnesses

_____	_____	_____
Signature	Print Name	Date

Please submit completed application to the Community Events and Outreach Division located at the City of Deerfield Beach, 401A SW 4th St., Deerfield Beach, FL 33441 or email dfbspecialevents@deerfield-beach.com.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/23/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Atlantic Pacific Insurance 620 SE Central Pkwy Stuart FL 34994		CONTACT NAME: Gale Fuller PHONE (A/C, No, Ext): (772) 223-0400 FAX (A/C, No): (772) 223-1919 E-MAIL ADDRESS: gfuller@apins.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Philadelphia Insurance Co. NAIC # 23850	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 24/25 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY			EV140859	11/01/2024	11/06/2024	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR	Y	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000				
			MED EXP (Any one person) \$ 5,000				
			PERSONAL & ADV INJURY \$ 1,000,000				
GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 3,000,000	
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$ 3,000,000
	OTHER:						Employee Benefits \$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE \$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$
	☐ DED ☐ RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ☐ Y / ☒ N						PER STATUTE ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER City of Deerfield Beach 150 NE 2nd Avenue Deerfield Beach FL 33441	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/23/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Atlantic Pacific Insurance 620 SE Central Pkwy Stuart FL 34994	CONTACT NAME: Gale Fuller PHONE (A/C, No, Ext): (772) 223-0400 E-MAIL ADDRESS: gfuller@apins.com FAX (A/C, No): (772) 223-1919
INSURED Epic Restaurant Group, Inc DBA: Oceans 234 234 North Ocean Blvd Deerfield Beach FL 33441	INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Insurance Co. NAIC # 23850 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 24/25**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY			EV140859	11/01/2024	11/06/2024	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR	Y	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000				
	GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC		MED EXP (Any one person) \$ 5,000				
	OTHER:		PERSONAL & ADV INJURY \$ 1,000,000				
	AUTOMOBILE LIABILITY						GENERAL AGGREGATE \$ 3,000,000
	ANY AUTO						PRODUCTS - COMP/OP AGG \$ 3,000,000
	OWNED AUTOS ONLY	☐ SCHEDULED AUTOS					Employee Benefits \$
	HIRED AUTOS ONLY	☐ NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$
	UMBRELLA LIAB	☐ OCCUR					BODILY INJURY (Per person) \$
	EXCESS LIAB	☐ CLAIMS-MADE					BODILY INJURY (Per accident) \$
	DED ☐ RETENTION \$						PROPERTY DAMAGE (Per accident) \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y / N	N / A				
	If yes, describe under DESCRIPTION OF OPERATIONS below						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Broward Sheriff's Office 2601 West Broward Boulevard Fort Lauderdale FL 33312	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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City of Deerfield Beach

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

Face Sheet File Number: I.D. 2024-350

Agenda Date: 7/9/2024

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the lease agreement with the State of Florida Board of Trustees of the Internal Improvement Trust Fund, by and through the State Department of Environmental Protection, for the continued operation of the International Fishing Pier and Baithouse; providing for execution of the lease agreement; and providing for an effective date. (Funds from Account #001-7078-575-39-36 - DNR Lease Fee)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$3,944.41 + tax and Revenue

Account Name: DNR Lease Fee

Account Number:001-7078-575-39-36

Background/History

The City of Deerfield Beach signed an agreement in 2006 with the State of Florida Department of Environmental Protection to operate the Fishing Pier and Baithouse. The agreement is up for renewal and requires the Commission's approval for the Mayor to sign the new lease.

Current Activity

The City has a current lease with the Florida Department of Environmental Protection ("FDEP") related to a parcel of sovereignty-submerged land in Section 05, Township 48 South, Range 43 East, in Atlantic Ocean, Broward County, Florida, containing 21,161 square feet, more or less, as is more particularly described and shown on attachment A. The lease authorizes the City to operate the fishing pier and bait house to be used exclusively for fishing and passive recreation in conjunction with an upland bait shop and restaurant without fueling facilities, without a sewage pumpout facility, and without liveboards as defined in paragraph 27. The annual lease fee is \$3,944.41 plus sales tax.

Recommendation

The City Staff recommends the approval of the Lease renewal with FDEP.

RESOLUTION NO. 2024/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE LEASE RENEWAL AGREEMENT WITH THE STATE OF FLORIDA BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND, BY AND THROUGH THE STATE DEPARTMENT OF ENVIRONMENTAL PROTECTION, FOR THE CONTINUED OPERATION OF THE INTERNATIONAL FISHING PIER AND BAITHOUSE; PROVIDING FOR EXECUTION OF THE LEASE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Deerfield Beach (the “City”) operates the International Fishing Pier; and

WHEREAS, as a portion of the International Fishing Pier (the “Pier”) operates on state-owned submerged land, Chapter 253, Florida Statutes, requires the City to enter into a Sovereignty Submerged Lands Lease with the Board of Trustees of the Internal Improvement Trust Fund through its agent, the Florida Department of Environmental Protection (the “State”); and

WHEREAS, the City and the State, through the State Department of Environmental Protection as agent, entered into a Sovereign Submerged Lands Lease for an initial five-year term that commenced on April 1, 1991, and was subsequently been renewed over the years; and

WHEREAS, the lease agreement allows the City to operate the existing fishing pier and bait house exclusively to be used for fishing and passive recreation in conjunction with an upland bait shop and restaurant, without fueling facilities, without sewage pumpout facilities, and without liveaboards and requires the City to pay an annual lease fee; and

WHEREAS, the lease agreement needs to be renewed to continue the City’s fishing pier and bait house operations; and

WHEREAS, the State has provided the City with a Sovereignty Submerged Lands Lease Renewal and Technical Modifications to Remove Special Lease Conditions, attached as Exhibit “A” (the “Renewal Agreement”); and

WHEREAS, the Renewal Agreement authorizes the City to operate the existing fishing pier and bait house to be used exclusively for fishing and passive recreation in conjunction with an upland bait shop and restaurant, without fueling facilities, without a sewage pumpout facility, and without liveaboards; and

WHEREAS, pursuant to the Renewal Agreement, the term of the Agreement is retroactive to April 1, 2021 and will expire on April 1, 2026, unless renewed by State, and includes an annual lease fee of \$3,944.41, plus sales tax, if applicable, payable upon execution of the Renewal Agreement; and

WHEREAS, City staff recommends that the City Commission approve and authorize execution of the Renewal Agreement with the State, 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 Renewal Agreement with the State, attached as Exhibit “A.”

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

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

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2024.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

This Instrument Prepared By:

Celeda Wallace

Action No. 43218

Bureau of Public Land Administration

3900 Commonwealth Boulevard

Mail Station No. 125

Tallahassee, Florida 32399

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND
OF THE STATE OF FLORIDA

SOVEREIGNTY SUBMERGED LANDS LEASE RENEWAL AND
TECHNICAL MODIFICATION TO REMOVE SPECIAL LEASE CONDITON

BOT FILE NO. 060010126

THIS LEASE is hereby issued by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, hereinafter referred to as the Lessor.

WITNESSETH: That for and in consideration of payment of the annual lease fees hereinafter provided and the faithful and timely performance of and compliance with all terms and conditions stated herein, the Lessor does hereby lease to City of Deerfield Beach, Florida, hereinafter referred to as the Lessee, the sovereignty lands as defined in 18-21.003, Florida Administrative Code, contained within the following legal description:

A parcel of sovereignty submerged land in Section 05,
Township 48 South, Range 43 East, in Atlantic Ocean,
Broward County, Florida, containing 21,161 square feet, more or less,
as is more particularly described and shown on Attachment A,
dated December 24, 1991.

TO HAVE THE USE OF the hereinabove described premises from April 1, 2021, the effective date of this modified lease renewal, through April 1, 2026, the expiration date of this modified lease renewal. The terms and conditions on and for which this lease is granted are as follows:

1. USE OF PROPERTY: The Lessee is hereby authorized to operate a fishing pier and bait house to be used exclusively for fishing and passive recreation in conjunction with an upland bait shop and restaurant, without fueling facilities, without a sewage pumpout facility, and without liveaboards as defined in paragraph 27, as shown and conditioned in Attachment A. All of the foregoing subject to the remaining conditions of this lease.

2. LEASE FEES: The Lessee hereby agrees to pay to the Lessor an initial annual lease fee of \$3,944.41, plus sales tax pursuant to Section 212.031, Florida Statutes, if applicable, within 30 days of receipt of this fully executed lease. The annual fee for the remaining years of this lease shall be adjusted pursuant to provisions of Rule 18-21.011, Florida Administrative Code. The State of Florida Department of Environmental Protection, Division of State Lands (the "Division") will notify the Lessee in writing of the amount and the due date of each subsequent annual lease payment during the remaining term of this lease. All lease fees due hereunder shall be remitted to the Division, as agent for the Lessor.

[02-06]

3. WET SLIP RENTAL CERTIFICATION/SUPPLEMENTAL PAYMENT: (A) The Lessee shall provide upon request by the Lessor any and all information in a certified form needed to calculate the lease fee specified in paragraph two (2) above, including the income, as defined in subsection 18-21.003(32), Florida Administrative Code, derived directly or indirectly from the use of sovereignty submerged lands on an annual basis. When six percent (6%) of said annual income exceeds the base fee or minimum annual fee established pursuant to Rule 18-21.011, Florida Administrative Code, for any lease year during the term of this lease, the Lessor shall send the Lessee a supplemental invoice for the difference in the amounts for that lease year. (B) The instrument or agreement used by the Lessee to transfer or assign the right to use a wet slip at the docking facility to a third party shall include a provision that clearly notifies the wet slip renter/user/holder that if the wet slip renter/user/holder subsequently transfers his right to use said wet slip to another party, the instrument or agreement used to transfer said wet slip shall contain a provision that requires six percent (6%) of the annual gross income derived from said instrument or agreement for the use of said wet slip be paid to the Lessee who, upon receipt, shall report and transmit said amount to the Lessor. The instrument or agreement used by the Lessee to transfer a wet slip shall also include a provision that clearly notifies the wet slip renter/user/holder that no interest in said wet slip may be further transferred unless a substantially similar provision to the one contained in the preceding sentence is placed in each succeeding instrument or agreement used to transfer said wet slip to each new wet slip renter/user/holder. (C) The Lessee shall submit to the Lessor each instrument or agreement used by the Lessee to transfer or assign the right to use a wet slip at the docking facility to a third party annually at the same time the Lessee submits the required Annual Wet Slip Revenue Report to the Lessor. Any breach of this lease condition shall constitute a default under this lease.

4. LATE FEE ASSESSMENTS: The Lessee shall pay a late payment assessment for lease fees or other charges due under this lease which are not paid within 30 days after the due date. This assessment shall be computed at the rate of twelve percent (12%) per annum, calculated on a daily basis for every day the payment is late.

5. EXAMINATION OF LESSEE'S RECORDS: For purposes of this lease, the Lessor is hereby specifically authorized and empowered to examine, for the term of this lease including any extensions thereto plus three (3) additional years, at all reasonable hours, the books, records, contracts, and other documents confirming and pertaining to the computation of annual lease payments as specified in paragraph two (2) above.

6. MAINTENANCE OF LESSEE'S RECORDS: The Lessee shall maintain separate accounting records for: (i) the gross revenue derived directly from the use of the leased premises, (ii) the gross revenue derived indirectly from the use of the leased premises, and (iii) all other gross revenue derived from the Lessee's operations on the riparian upland property. The Lessee shall secure, maintain and keep all records for the entire term of this lease plus three (3) additional years. This period shall be extended for an additional two (2) years upon request for examination of all records and accounts for lease verification purposes by the Lessor.

7. AGREEMENT TO EXTENT OF USE: This lease is given to the Lessee to use or occupy the leased premises only for those activities specified herein. The Lessee shall not (i) change or add to the approved use of the leased premises as defined herein (e.g., from commercial to multi-family residential, from temporary mooring to rental of wet slips, from rental of wet slips to contractual agreement with third party for docking of cruise ships, from rental of recreational pleasure craft to rental or temporary mooring of charter/tour boats, from loading/offloading commercial to rental of wet slips, etc.); (ii) change activities in any manner that may have an environmental impact that was not considered in the original authorization or regulatory permit; or (iii) change the type of use of the riparian uplands or as permitted by the Lessee's interest in the riparian upland property that is more particularly described in Attachment B without first obtaining a regulatory permit/modified permit, if applicable, the Lessor's written authorization in the form of a modified lease, the payment of additional fees, if applicable, and, if applicable, the removal of any structures which may no longer qualify for authorization under the modified lease.

8. PROPERTY RIGHTS: The Lessee shall make no claim of title or interest to said lands hereinbefore described by reason of the occupancy or use thereof, and all title and interest to said land hereinbefore described is vested in the Lessor. The Lessee is prohibited from including, or making any claim that purports to include, said lands described or the Lessee's leasehold interest in said lands into any form of private ownership, including but not limited to any form of condominium or cooperative ownership. The Lessee is further prohibited from making any claim, including any advertisement, that said land, or the use thereof, may be purchased, sold, or re-sold.

9. INTEREST IN RIPARIAN UPLAND PROPERTY: During the term of this lease, the Lessee shall maintain satisfactory evidence of sufficient upland interest as required by paragraph 18-21.004(3)(b), Florida Administrative Code, in the riparian upland property that is more particularly described in Attachment B and by reference made a part hereof together with the riparian rights appurtenant thereto. If such interest is terminated or the Lessor determines that such interest did not exist on the effective date of this lease, this lease may be terminated at the option of the Lessor. If the Lessor terminates this lease, the Lessee agrees not to assert a claim or defense against the Lessor arising out of this lease. Prior to sale and/or termination of the Lessee's interest in the riparian upland property, the Lessee shall inform any potential buyer or transferee of the Lessee's interest in the riparian upland property and the existence of this lease and all its terms and conditions and shall complete and execute any documents required by the Lessor to affect an assignment of this lease, if consented to by the Lessor. Failure to do so will not relieve the Lessee from responsibility for full compliance with the terms and conditions of this lease which include, but are not limited to, payment of all fees and/or penalty assessments incurred prior to such act.

10. ASSIGNMENT OF LEASE: This lease shall not be assigned or otherwise transferred without prior written consent of the Lessor or its duly authorized agent. Such assignment or other transfer shall be subject to the terms, conditions and provisions of this lease, current management standards and applicable laws, rules and regulations in effect at that time. Any assignment or other transfer without prior written consent of the Lessor shall be null and void and without legal effect.

11. INDEMNIFICATION/INVESTIGATION OF ALL CLAIMS: The Lessee shall investigate all claims of every nature arising out of this lease at its expense, and shall indemnify, defend and save and hold harmless the Lessor and the State of Florida from all claims, actions, lawsuits and demands arising out of this lease.

12. NOTICES/COMPLIANCE/TERMINATION: The Lessee binds itself, its successors and assigns, to abide by the provisions and conditions herein set forth, and said provisions and conditions shall be deemed covenants of the Lessee, its successors and assigns. In the event the Lessee fails or refuses to comply with the provisions and conditions herein set forth, or in the event the Lessee violates any of the provisions and conditions herein set forth, and the Lessee fails or refuses to comply with any of said provisions or conditions within twenty (20) days of receipt of the Lessor's notice to correct, this lease may be terminated by the Lessor upon thirty (30) days written notice to the Lessee. If canceled, all of the above-described parcel of land shall revert to the Lessor. All notices required to be given to the Lessee by this lease or applicable law or administrative rules shall be sufficient if sent by U.S. Mail to the following address:

City of Deerfield Beach, Florida
150 NE 2nd Avenue
Deerfield Beach, Florida 33441

The Lessee shall notify the Lessor by certified mail of any change to this address at least ten (10) days before the change is effective.

13. TAXES AND ASSESSMENTS: The Lessee shall assume all responsibility for liabilities that accrue to the subject property or to the improvements thereon, including any and all drainage or special assessments or taxes of every kind and description which are now or may be hereafter lawfully assessed and levied against the subject property during the effective period of this lease.

14. NUISANCES OR ILLEGAL OPERATIONS: The Lessee shall not permit the leased premises or any part thereof to be used or occupied for any purpose or business other than herein specified unless such proposed use and occupancy are consented to by the Lessor and the lease is modified accordingly, nor shall Lessee knowingly permit or suffer any nuisances or illegal operations of any kind on the leased premises.

15. MAINTENANCE OF FACILITY/RIGHT TO INSPECT: The Lessee shall maintain the leased premises in good condition, keeping the structures and equipment located thereon in a good state of repair in the interests of public health, safety and welfare. No dock or pier shall be constructed in any manner that would cause harm to wildlife. The leased premises shall be subject to inspection by the Lessor or its designated agent at any reasonable time.

16. NON-DISCRIMINATION: The Lessee shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the area subject to this lease or upon lands adjacent to and used as an adjunct of the leased area.

17. ENFORCEMENT OF PROVISIONS: No failure, or successive failures, on the part of the Lessor to enforce any provision, nor any waiver or successive waivers on its part of any provision herein, shall operate as a discharge thereof or render the same inoperative or impair the right of the Lessor to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.

18. PERMISSION GRANTED: Upon expiration or cancellation of this lease all permission granted hereunder shall cease and terminate.

19. RENEWAL PROVISIONS: Renewal of this lease shall be at the sole option of the Lessor. Such renewal shall be subject to the terms, conditions and provisions of management standards and applicable laws, rules and regulations in effect at that time. In the event that the Lessee is in full compliance with the terms of this lease, the Lessor will begin the renewal process. The term of any renewal granted by the Lessor shall commence on the last day of the previous lease term. In the event the Lessor does not grant a renewal, the Lessee shall vacate the leased premises and remove all structures and equipment occupying and erected thereon at its expense. The obligation to remove all structures authorized herein upon termination of this lease shall constitute an affirmative covenant upon the Lessee's interest in the riparian upland property more particularly described in Attachment B which shall run with the title to the Lessee's interest in said riparian upland property and shall be binding upon the Lessee and the Lessee's successors in title or successors in interest.

20. REMOVAL OF STRUCTURES/ADMINISTRATIVE FINES: If the Lessee does not remove said structures and equipment occupying and erected upon the leased premises after expiration or cancellation of this lease, such structures and equipment will be deemed forfeited to the Lessor, and the Lessor may authorize removal and may sell such forfeited structures and equipment after ten (10) days written notice by certified mail addressed to the Lessee at the address specified in Paragraph 12 or at such address on record as provided to the Lessor by the Lessee. However, such remedy shall be in addition to all other remedies available to the Lessor under applicable laws, rules and regulations including the right to compel removal of all structures and the right to impose administrative fines.

21. REMOVAL COSTS/LIEN ON RIPARIAN UPLAND PROPERTY: Subject to the noticing provisions of Paragraph 20 of this lease, any costs incurred by the Lessor in removal of any structures and equipment constructed or maintained on state lands shall be paid by Lessee and any unpaid costs and expenses shall constitute a lien upon the Lessee's interest in the riparian upland property that is more particularly described in Attachment B. This lien on the Lessee's interest in the riparian upland property shall be enforceable in summary proceedings as provided by law.

22. RIPARIAN RIGHTS/FINAL ADJUDICATION: In the event that any part of any structure authorized hereunder is determined by a final adjudication issued by a court of competent jurisdiction to encroach on or interfere with adjacent riparian rights, Lessee agrees to either obtain written consent for the offending structure from the affected riparian owner or to remove the interference or encroachment within 60 days from the date of the adjudication. Failure to comply with this paragraph shall constitute a material breach of this lease agreement and shall be grounds for immediate termination of this lease agreement at the option of the Lessor.

23. AMENDMENTS/MODIFICATIONS: This lease is the entire and only agreement between the parties. Its provisions are not severable. Any amendment or modification to this lease must be in writing, must be accepted, acknowledged and executed by the Lessee and Lessor, and must comply with the rules and statutes in existence at the time of the execution of the modification or amendment. Notwithstanding the provisions of this paragraph, if mooring is authorized by this lease, the Lessee may install boatlifts within the leased premises without formal modification of the lease provided that (a) the Lessee obtains any state or local regulatory permit that may be required; and (b) the location or size of the lift does not increase the mooring capacity of the docking facility.

24. ADVERTISEMENT/SIGNS/NON-WATER DEPENDENT ACTIVITIES/ADDITIONAL ACTIVITIES/MINOR STRUCTURAL REPAIRS: No permanent or temporary signs directed to the boating public advertising the sale of alcoholic beverages shall be erected or placed within the leased premises. No restaurant or dining activities are to occur within the leased premises. The Lessee shall ensure that no permanent, temporary or floating structures, fences, docks, pilings or any structures whose use is not water-dependent shall be erected or conducted over sovereignty submerged lands without prior written consent from the Lessor. No additional structures and/or activities including dredging, relocation/realignment or major repairs or renovations to authorized structures, shall be erected or conducted on or over sovereignty, submerged lands without prior written consent from the Lessor. Unless specifically authorized in writing by the Lessor, such activities or structures shall be considered unauthorized and a violation of Chapter 253, Florida Statutes, and shall subject the Lessee to administrative fines under Chapter 18-14, Florida Administrative Code. This condition does not apply to minor structural repairs required to maintain the authorized structures in a good state of repair in the interests of public health, safety or welfare; provided, however, that such activities shall not exceed the activities authorized by this lease.

25. USACE AUTHORIZATION: Prior to commencement of construction and/or activities authorized herein, the Lessee shall obtain the U.S. Army Corps of Engineers (USACE) permit if it is required by the USACE. Any modifications to the construction and/or activities authorized herein that may be required by the USACE shall require consideration by and the prior written approval of the Lessor prior to the commencement of construction and/or any activities on sovereign, submerged lands.

26. COMPLIANCE WITH FLORIDA LAWS: On or in conjunction with the use of the leased premises, the Lessee shall at all times comply with all Florida Statutes and all administrative rules promulgated thereunder. Any unlawful activity which occurs on the leased premises or in conjunction with the use of the leased premises shall be grounds for the termination of this lease by the Lessor.

27. LIVEABOARDS: The term "liveaboard" is defined as a vessel docked at the facility and inhabited by a person or persons for any five (5) consecutive days or a total of ten (10) days within a thirty (30) day period. If liveaboards are authorized by paragraph one (1) of this lease, in no event shall such "liveaboard" status exceed six (6) months within any twelve (12) month period, nor shall any such vessel constitute a legal or primary residence.

28. GAMBLING VESSELS: During the term of this lease and any renewals, extensions, modifications or assignments thereof, Lessee shall prohibit the operation of or entry onto the leased premises of gambling cruise ships, or vessels that are used principally for the purpose of gambling, when these vessels are engaged in "cruises to nowhere," where the ships leave and return to the state of Florida without an intervening stop within another state or foreign country or waters within the jurisdiction of another state or foreign country, and any watercraft used to carry passengers to and from such gambling cruise ships.

29. FINANCIAL CAPABILITY: To assure the Lessor that the Lessee has the financial capability to undertake and operate the project authorized by this lease, the Lessee certifies to the Lessor as follows: (i) the Lessee is not the subject of a pending bankruptcy proceeding that would prohibit the Lessee from paying its lease fees, on or before the due date, with or without, as applicable, approval from the bankruptcy court or, if appointed, the bankruptcy trustee; (ii) the Lessee has no unsatisfied judgments entered against it that would impair the Lessee's financial capability to undertake and operate the project authorized by this lease; (iii) the Lessee has no delinquent state and local taxes for which it is responsible and that remain outstanding and not in dispute; and (iv) to the best of the Lessee's knowledge, there are no other matters pending or threatened against or affecting the Lessee or the Lessee's interest in the riparian upland property that would impair the Lessee's financial capability to undertake and operate the project authorized by this lease. Any breach of this lease condition shall constitute a default under this lease.

[Remainder of page intentionally left blank; Signature page follows]

IN WITNESS WHEREOF, the Lessor and the Lessee have executed this instrument on the day and year first above written.

WITNESSES:

Signature: _____

Printed Name: _____

Address: 3800 Commonwealth Blvd

Tallahassee, FL 32399

Signature _____

Printed Name: _____

Address: 3800 Commonwealth Blvd

Tallahassee, FL 32399

BOARD OF TRUSTEES OF THE INTERNAL
IMPROVEMENT TRUST FUND OF THE STATE OF
FLORIDA
(SEAL)

BY: _____
Brad Richardson, Chief, Bureau of Public Land
Administration, Division of State Lands, State of Florida
Department of Environmental Protection, as agent for
and on behalf of the Board of Trustees of the Internal
Improvement Trust Fund of the State of Florida

"LESSOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me by means of physical presence this _____ day of _____
20____, by Brad Richardson, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida
Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust
Fund of the State of Florida. He is personally known to me.

APPROVED SUBJECT TO PROPER EXECUTION:

Toni Sturtevant

6/1/2024

DEP Attorney

Date

Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires:

Commission/Serial No.

WITNESSES:

City of Deerfield Beach, Florida (SEAL)

Signature: _____

Printed Name: _____

Address: _____

Signature: _____

Printed Name: _____

Address: _____

BY: _____

Original Signature of Executing Authority

Bill Ganz

Typed/Printed Name of Executing Authority

Mayor

Title of Executing Authority

“LESSEE”

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of __ physical presence or __ online notarization this _____ day of _____, 20____, by Bill Ganz as Mayor, for and on behalf of City of Deerfield Beach, Florida. He is personally known to me or who has produced _____, as identification.

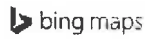
My Commission Expires:

Commission/Serial No. _____

Signature of Notary Public

Notary Public, State of _____

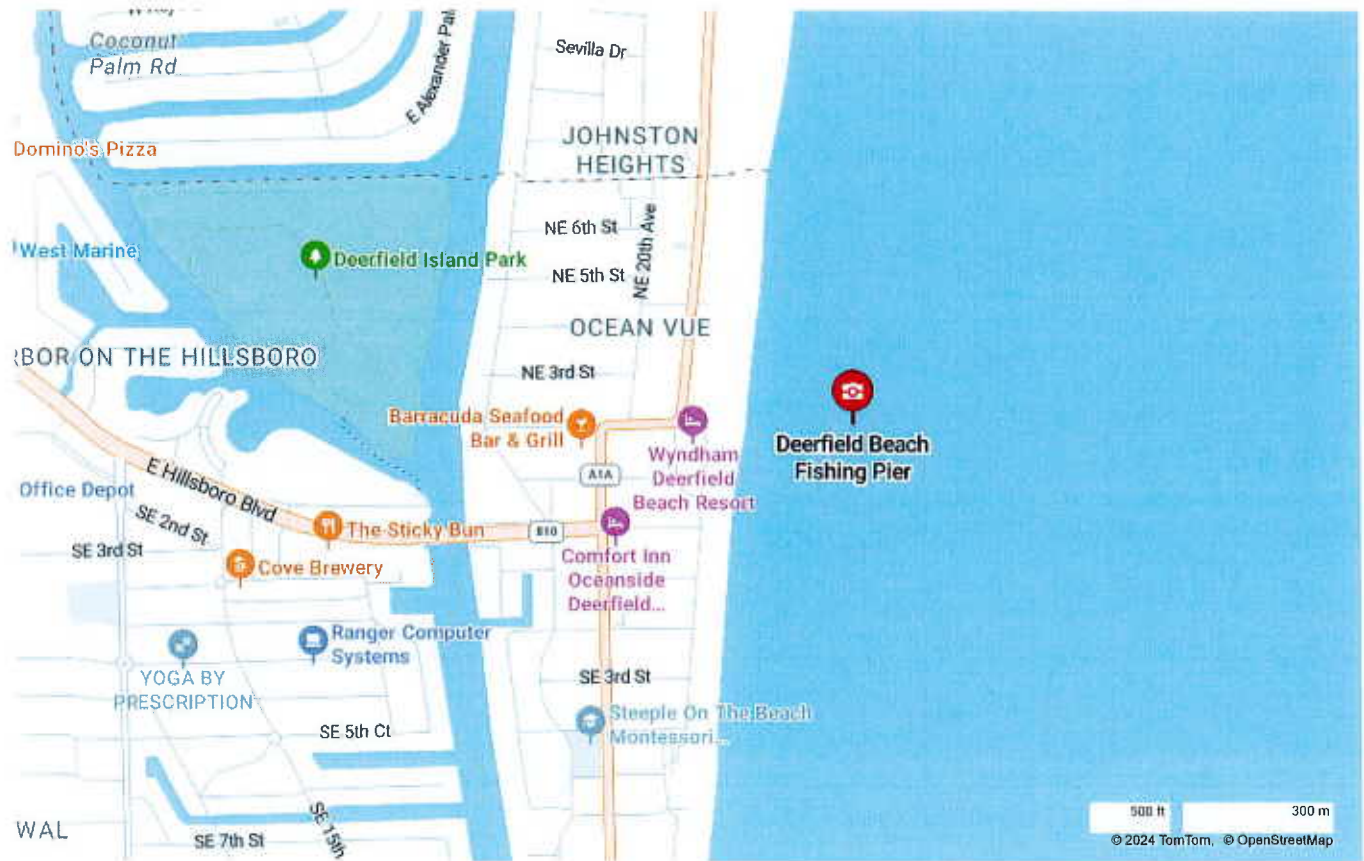
Printed, Typed or Stamped Name



Deerfield Beach Fishing Pier

Address: 200 NE 21st Ave, Deerfield Beach, FL 33441

Phone: +1 954-480-4407



LEASE AREA DESCRIPTION

A parcel of submerged land located in Sections 05, Township 48 South, Range 43 East, Broward County, Atlantic Ocean containing 21,161 square feet, as described on the attached sketch labeled as Exhibit A and dated December 24, 1991, located immediately waterward of that upland property with the following legal description:

The South One-half ($S\frac{1}{2}$) of Lot 36, Lots 37, 38, the South One-half ($S\frac{1}{2}$) of Lot 74, Lots 75 and 76, Block 1, and the South One-half ($S\frac{1}{2}$) of Lot 36, Lots 37 and 38, in Sand Beach Block (sometimes known as Block A) of PLEASANT BEACH, a subdivision of Government Lot 1, Section 5, Township 48 South, Range 43 East, according to the Plat thereof, recorded in Plat Book 1, page 14, of the public records of Broward County, Florida; TOGETHER with any and all riparian rights appertaining thereto.

Subject to taxes for the year 1963 and all subsequent years.
Subject to the easement interest granted in that certain deed recorded in Official Records Book 1872, page 416, Broward County, Florida.

Subject to Special Improvement Assessment Lien in original principal amount of \$19,862.98 dated October 10, 1960, the unpaid balance of which is \$12,374.98.

NOTES:

1. Reproductions of this sketch are not valid unless sealed with an embossed surveyor's seal.
2. Lands shown hereon are not abstracted for Rights-of-Way, Easements, Ownership, or other Instruments of Record.
3. Elevations shown hereon are relative to the National Geodetic Vertical Datum of 1929.
4. Bearings shown hereon are based on the Coastal Construction Line, as recorded in Map Book 6, Page 10 of the Public Records of Broward County, Florida, between Monuments "R-2" and "R-3" bearing S 04° 29' 45" W.
5. Data shown hereon was compiled from the Instrument of Record and field locations and does not constitute a boundary survey as such.
6. Underground foundations were not located.
7. Benchmark Origin Description: Broward County Survey - Street Mon. No. 2. Brass disk set in concrete deck of Deerfield Beach Pier. Elevation = 15.79
8. The "LAND DESCRIPTION" hereon was prepared by the Surveyor.

LAND DESCRIPTION:

A parcel of land lying seaward of the Coastal Construction Control Line, said line being recorded in Miscellaneous Map Book 6, Page 10, of the Public Records of Broward County, Florida, said parcel being more particularly described as follows:

COMMENCING at a point of intersection with the centerline of the 60.00 foot wide Right-of-Way for "State Highway A-1-A" (N.E. 21st Avenue) and the centerline of the 50.00 foot wide Right-of-Way for "Northeast 2nd Street"; thence N 88° 28' 46" E along the easterly extension of said centerline of "Northeast 2nd Street", a distance of 82.06 feet to a point of intersection with said Coastal Construction Control Line; thence S 04° 29' 45" W along said Coastal Construction Control Line, a distance of 26.76 feet; thence N 88° 34' 27" E, a distance of 273.62 feet to a point of intersection with the Mean High Water Line of the Atlantic Ocean as located on December 24, 1991 at 11:00 a.m. and the POINT OF BEGINNING; thence continuing N 88° 34' 27" E, a distance of 818.06 feet; thence S 01° 25' 33" E, a distance of 19.83 feet; thence N 88° 34' 27" E, a distance of 24.00 feet; thence N 01° 25' 33" W, a distance of 63.66 feet; thence S 88° 34' 27" W, a distance of 24.00 feet; thence S 01° 25' 33" E, a distance of 19.83 feet; thence S 88° 34' 27" W, a distance of 818.06 feet to a point of intersection with said Mean High Water Line of the Atlantic Ocean; thence Southerly along said Mean High Water Line, a distance of 24.00 feet, more or less, to the POINT OF BEGINNING.

CERTIFICATE:

I hereby certify that the attached Sketch of Description of the hereon described property is true and correct to the best of my knowledge and belief as prepared under my direction on December 26, 1991. I further certify that this Sketch of Description meets the Minimum Technical Standards set forth in Rule 21RH-6 adopted by the Florida Board of Land Surveyors, pursuant to Florida Statutes 472.027.

George W. Caulfield
George W. Caulfield, P.E.
Reg. Land Surveyor #197
State of Florida

SHEET 2 OF 2



CAULFIELD & WHEELER, INC.
Consulting Engineers & Planners & Surveyors
7301 A West Palmwood Park Road • Suite 100A
Boca Raton, Florida 33433
(561) 368-1981

REVISIONS

DATE

BY

DATE 12/24/91

SCALE 1"=100'

DRAWN BY CFW

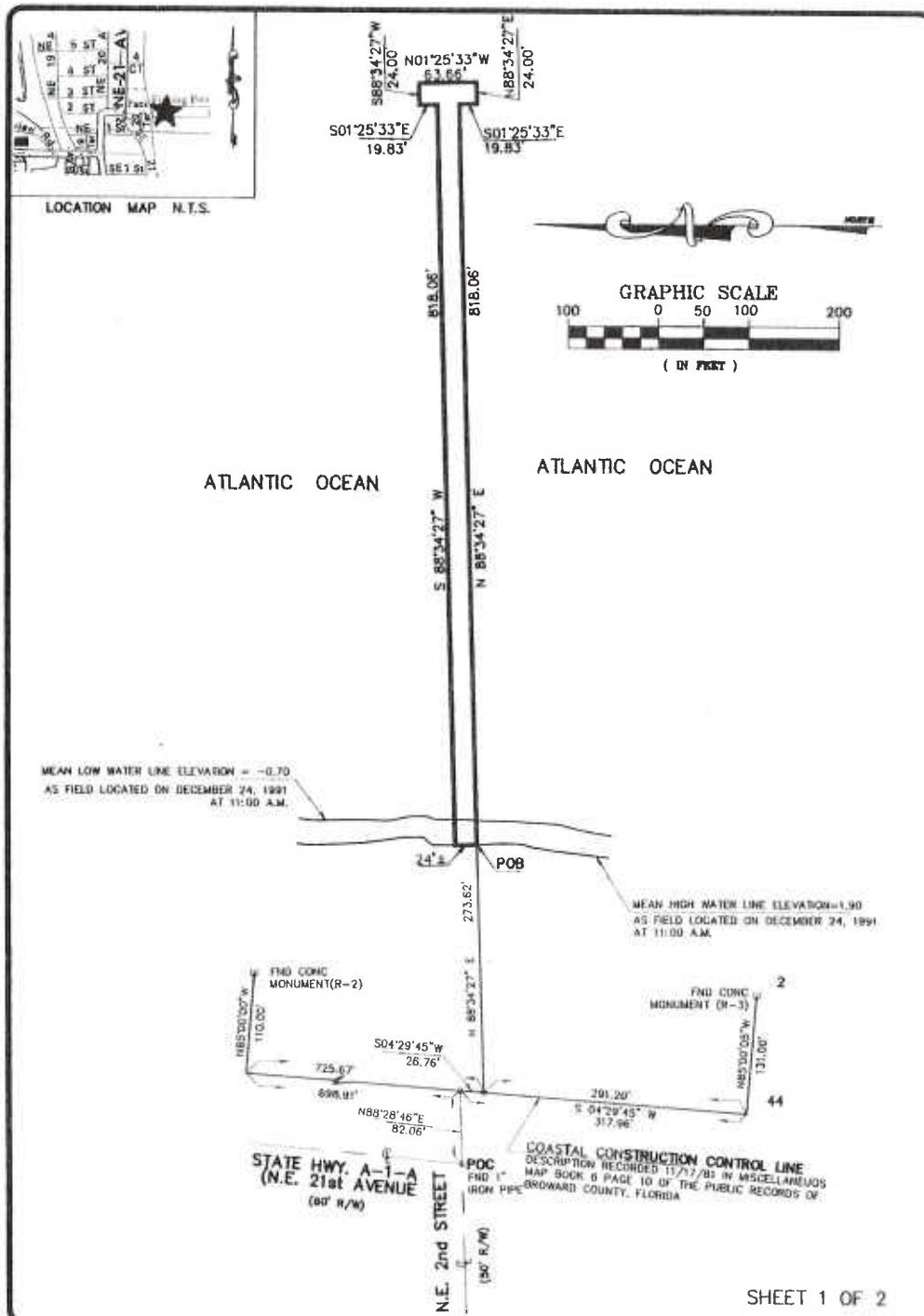
CHECKED BY CFW

FILED BY CFW

PAGE 35

JOB NO. 738

CITY OF DEERFIELD PIER
SKETCH OF DESCRIPTION



CAULFIELD & WHEELER, INC.
 Consulting Engineers • Planners • Surveyors
 7301 A West Palmetho Park Road • Suite 100A
 Boca Raton, Florida 33433
 407 • 382 1991

**CITY OF DEERFIELD PIER
 SKETCH OF DESCRIPTION**

REVISIONS	DATE	BY

DATE 12/24/91
 SCALE 1"=100'
 DWN. BY CFI
 CKD. BY CWC
 FLD. BY 209
 PAGE 55
 JOB NO. 736

63- 79576

Pri. for Lawyers' Title Guaranty Fund, Orlando,

OFF REC 2662 PAGE 459

Warranty Deed

STATUTORY

This Indenture, Made this 9th day of August 1963, ~~written~~
 C. P. MAGER, joined by his wife, NORMA MAGER,
 of the County of Broward, State of Florida, grantor, and
 THE CITY OF DEERFIELD BEACH, a municipal corporation of Florida,
 whose post office address is City Hall, Deerfield Beach,
 of the County of Broward, State of Florida, grantee,

Witnesseth, That said grantor, for and in consideration of the sum of Ten and no/100 (\$10.00) - Dollars,
 and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby
 acknowledged, has granted, bargained and sold to the said grantee, and grantee's heirs and assigns forever, the fol-
 lowing described land, situate, lying and being in Broward County, Florida, to-wit:

The South One-half ($S\frac{1}{2}$) of Lot 36, Lots 37, 38, the South One-
 half ($S\frac{1}{2}$) of Lot 74, Lots 75 and 76, Block 1, and the South
 One-half ($S\frac{1}{2}$) of Lot 36, Lots 37 and 38, in Sand Beach Block
 (sometimes known as Block A) of PLEASANT BEACH, a subdivision
 of Government Lot 1, Section 5, Township 48 South, Range 43
 East, according to the Plat thereof, recorded in Plat Book 1,
 page 14, of the public records of Broward County, Florida;
 TOGETHER with any and all riparian rights appertaining thereto.

Subject to taxes for the year 1963 and all subsequent years.
 Subject to the easement interest granted in that certain deed
 recorded in Official Records Book 1872, page 416, Broward
 County, Florida.

Subject to Special Improvement Assessment Lien in original
 principal amount of \$19,862.98 dated October 10, 1960, the
 unpaid balance of which is \$12,374.98.

and said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims
 of all persons whomsoever.

(Herein the terms "grantor" and "grantee" shall be construed to include masculine, feminine, singular, or plural as the context indicates.)

In Witness Whereof, Grantor has hereunto set grantor's hand and seal the day and year first above written.
 Signed, sealed and delivered in our presence:

Helen M. Putnam
Merle A. Fairbanks

C. P. Mager (Seal)
 C. P. MAGER (Seal)
Norma Mager (Seal)
 NORMA MAGER (Seal)

STATE OF FLORIDA
 COUNTY OF BROWARD

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally
 appeared C. P. MAGER and NORMA MAGER, his wife,

to me known to be the persons described in and who executed the foregoing instrument and acknowledged before
 me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 9th day of August
 1963

My commission expires:

RECORDED IN OFFICIAL RECORDS BOOK
 OF BROWARD COUNTY, FLORIDA
W. E. BUNCH, JR.
 CLERK OF CIRCUIT COURT

Notary Public

BROWARD
 COUNTY

STATE OF FLORIDA
 DOCUMENTARY STAMP TAX
 SEP-763 9900

BROWARD
 COUNTY

STATE OF FLORIDA
 DOCUMENTARY STAMP TAX
 SEP-763 4230

RETURN TO COLEMAN, LEONARD & MORSE
 100 E LAS OLAS BOULEVARD



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2024-332

Agenda Date: 7/9/2024

Status: DEPARTMENTAL BUSINESS

In Control: City Commission

Title

Resolution 2024/ - A Resolution of the City of Deerfield Beach, Florida, relating to the collection of Nuisance Abatement Services Assessments; adopting findings of fact; directing the preparation of an assessment roll; providing for notice; and 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 enclosed Resolution approves a preliminary assessment roll for the City's Nuisance Abatement Assessment Program for Fiscal Year 2025. Under the City's Nuisance Abatement Program established by Chapter 34, Article VI of the City Code of Ordinances, the City imposes a nuisance abatement assessment on properties where the City has abated a nuisance. The assessment includes the actual cost of abating the nuisance, the cost of serving notice, the cost of obtaining title information, the cost of the lien recordation, the cost of inspections, and all other specifically related costs incurred by the City. Any funds in the Nuisance Abatement Trust Fund may be used to abate public nuisances on property to which title is not clear, abate nuisances on government property, which may not be assessed, or for other purposes directly related to the abatement of nuisances.

Current Activity

Nuisance abatement service assessments for the upcoming and for prior fiscal years are as follows:

FY 2025 - \$20,350.04

FY 2024 - \$16,836.50

FY 2023 - \$23,400.20

FY 2022 - \$49,931.12

FY 2021 - \$22,633.60

FY 2020 - \$27,525.42

FY 2019 - \$29,357.62

Recommendation

To help to defray the cost of providing nuisance abatement services, staff recommends City Commission approval of this item.

RESOLUTION 2024/

A RESOLUTION OF THE CITY OF DEERFIELD BEACH, FLORIDA, RELATING TO THE COLLECTION OF NUISANCE ABATEMENT SERVICES ASSESSMENTS; ADOPTING FINDINGS OF FACT; DIRECTING THE PREPARATION OF AN ASSESSMENT ROLL; PROVIDING FOR NOTICE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Deerfield (“City”) has been continuously confronted with the challenge of abandoned and unmaintained homes within the City; and

WHEREAS, the City has instituted its Nuisance Abatement Program to address certain property maintenance issues affecting these abandoned and unmaintained homes; and

WHEREAS, these property maintenance issues negatively affect the public health, safety and welfare by enabling the deterioration of neighborhoods, facilitating and providing opportunities for criminal activity, producing blight and contributing to lower property values; and

WHEREAS, affected property owners and mortgagees were provided notice and an opportunity to be heard before a special magistrate concerning conditions on their property that threatened the public health, safety and welfare; and

WHEREAS, the owners or mortgagees have either abandoned the property or refused to address the issues that threaten the community; and

WHEREAS, in an effort to combat these negative effects on the City of Deerfield Beach and its residents, the City has undertaken to improve the various properties throughout the City by abating conditions deemed to be a nuisance pursuant to its Nuisance Abatement Program; and

WHEREAS, the City Commission finds that properties so improved have specifically benefited from the City’s actions in an amount equal to or greater than the costs incurred by the City in carrying out its Nuisance Abatement Program and greater in kind and degree than other properties located within the City; and

WHEREAS, some owners or mortgagees of the benefited properties have failed or refused to reimburse the City for the costs incurred by the City in improving their property; and

WHEREAS, the City Commission finds that it is fair and equitable to assess against each benefited property a non-ad valorem special assessment in an amount equal to the costs incurred by the City in improving said property, less any amounts paid by the property owner to offset such costs; and

WHEREAS, the uniform method of collecting non-ad valorem assessments, as authorized by Section 197.3632, Florida Statutes, provides for the collection of non-ad valorem assessments by including such assessments on the tax bills issued for the collection of non-ad valorem taxes.

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

SECTION 1. This Resolution is adopted pursuant to the provisions of Chapter 34, Nuisance Abatement Program of the City of Deerfield Beach Code of Ordinances, Chapter 170, Florida Statutes, and Sections 197.3632 and 197.3635, Florida Statutes, and other applicable provisions of law.

SECTION 2. The foregoing findings are incorporated herein by reference and made a part hereof. Further, it is hereby ascertained, determined and declared as set forth in Chapter 34 of the City of Deerfield Beach Code of Ordinances, that the City Commission of the City of Deerfield Beach has the authority under its home rule powers and other applicable Florida Statutes to impose Nuisance Abatement Services Assessments upon certain defined residential properties (the "Assessed Property"), within the incorporated area of the City of Deerfield Beach, as more fully described in Exhibit "A" attached hereto and incorporated herein by this reference.

In addition, it is hereby ascertained, determined and declared that each parcel of Assessed Property has been benefited by the City's provision of nuisance abatement services in an amount not less than the cost of such service by the City for each parcel computed in the manner set forth in this preliminary Assessment Resolution based upon the following legislative determinations:

(A) Nuisance abatement services provide a special benefit and possess a logical relationship to the use and enjoyment of property.

(B) Nuisance abatement services benefit Assessed Property by providing reasonable, safe and cost effective remediation of nuisance conditions on such property.

(C) Nuisance abatement services benefit Assessed Property by protecting the value of the property, protecting the property from becoming the target of crime, and promoting the health, safety and welfare of the owners and occupants of such property, if any, resulting from the delivery of such services in a reasonable and cost effective manner.

(D) Nuisance abatement services assist in facilitating the eventual sale of property following foreclosure by promoting maintenance of the property, preventing vandalism of the property and improving the appearance of the neighborhood.

SECTION 3. Nuisance Abatement Services are provided to benefited properties after the property has been declared a nuisance pursuant to the City's Nuisance Abatement Program. Nuisance Abatement Services Assessments are imposed when the property owner fails to abate the conditions which give rise to the nuisance and, as a result, the City abates the nuisance(s). Each assessment includes the actual cost incurred by the City for the work performed on the property in abating the nuisance condition(s), utilizing either an outside contractor or City forces; the cost of providing notice, including, but not limited to, the cost of postage and publication and/or service by a process server; and a flat fee of \$325.00 for administrative/personnel costs. The Assessments set forth in the attached Exhibit "A" are hereby approved and shall be collected utilizing the uniform method of collecting non-ad valorem assessments.

SECTION 4. The City Manager is hereby directed to prepare, or cause to be prepared, an Assessment Roll for the Fiscal Year commencing October 1, 2024 to include the properties set forth in Exhibit “A”.

SECTION 5. There is hereby established a public hearing to be held on Monday, September 9, 2024, at 7:00 p.m. in the City Commission Chambers of City Hall, 150 N.E. Second Avenue, Deerfield Beach, Florida, at which time the City Commission will receive and consider any comments on the Nuisance Abatement Services Assessments from the public and affected property owners and consider imposing the Nuisance Abatement Services Assessments and collecting such assessments on the same bill as ad valorem taxes.

SECTION 6. The City Manager shall cause to be published a notice of the public hearing authorized by Section 5 above. The notice shall be published no later than August 20, 2024, in substantially the form attached as Exhibit “B”.

SECTION 7. The City Manager shall also provide notice by first class mail to the Owner of each parcel of Assessed Property in substantially the form attached as Exhibit “C”. Such notices shall be mailed no later than August 20, 2024. If the City determines that the Truth-in-millage (“TRIM”) notice that is mailed by the Property Appraiser under Section 200.069, Florida Statutes, also fulfills the above requirements of this section, then the separate mailing requirement described above will be deemed to be fulfilled by the TRIM notice.

SECTION 8. This Preliminary Assessment Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS ____ DAY OF JULY, 2024.

CITY OF DERFIELD BEACH, FLORIDA

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

EXHIBIT A

NAME OF OWNER	PARCEL ID#	AMOUNT	MAILING ADDRESS
TOLEDANO PROPERTIES LLC	4743 3100 0240	\$ 1,926.28	441 E 75 ST, APT 1B NEW YORK, NY 10021-3115
GUPTA, VIPIN	4843 0509 1150	\$ 1,665.16	1580 SE 9 ST, DEERFIELD BEACH, FL 33441
BAYLISS, JOHN M	4843 0803 0010	\$ 5,144.92	49 N FEDERAL HWY #350, POMPANO BEACH, FL 33062
ADMIRAL SECURITY INVESTMENT	4842 1314 0400	\$ 3,577.28	2400 NW 2 AVE, STE 5 BOCA RATON, FL 33431-6761
LD DEERFIELD LLC % DIAMOND & DOGGIES	4843 0607 0530	\$ 4,846.48	111 COMMERCIAL BLVD, LAUDERDALE BY THE SEA, FL 33308
LD DEERFIELD LLC % DIAMOND & DOGGIES	4843 0607 0520	\$938.64	111 COMMERCIAL BLVD, LAUDERDALE BY THE SEA, FL 33308
RANDAL, LIMBERT	4842 0104 0610	\$2,251.28	P.O. BOX 991, POMPANO BEACH, FL 33061
	TOTAL	\$20,350.04	

Copies of the assessment roll, showing the amount of the assessment to be imposed against each parcel of property, and the legal documentation relating to the assessment is available for inspection in the office of the City Clerk, located at 150 N.E. Second Avenue, Deerfield Beach, Florida.

The assessments will be collected on the ad valorem tax bill to be mailed in November 2024, as authorized by Section 197.3632, Florida Statutes. Failure to pay the assessment will cause a tax certificate to be issued against the property, which may result in a loss of title.

EXHIBIT B

NAME
ADDRESS
CITY AND ZIP

NOTICE OF HEARING TO IMPOSE A NON-AD VALOREM ASSESSMENT FOR NUISANCE ABATEMENT SERVICES

NOTICE DATE: AUGUST 20, 2024

Parcel Identification Number: Parcel ID
Legal Description:

***** NOTICE TO PROPERTY OWNER*****

As required by Section 197.3632, Florida Statutes, and at the direction of the City Commission for the City of Deerfield Beach, Florida, notice is hereby given by the City of Deerfield Beach, Florida, that the City is proposing to collect a previously imposed special assessment against your property for nuisance abatement services, using the tax bill collection method. The special assessment was levied against your property for the cost to the City of providing nuisance abatement services pursuant to Chapter 34, of the City's Code of Ordinances. The assessment levied against your property was based upon the actual cost to the City for providing the service, including all direct and indirect costs. However, the City will waive any interest on its liens when paid as a non-ad valorem assessment on the tax roll.

The Nuisance Abatement Services Assessment for your property which the City is proposing to collect on the 2024 tax roll is = \$20,350.04 The total revenue the City will collect for the nuisance abatement services assessments for nuisance abatement services is estimated to be **\$20,350.04**. The nuisance abatement service assessments levied will be collected in the same manner as ad valorem taxes by the Broward County Department of Finance and Management Services and will appear on the "non-ad valorem" portion of the 2024 tax bill. If the property owner fails to pay this assessment when due, it will result in the sale of a tax certificate against the affected property and may subject the property owner to loss of title to the property.

All affected property owners have the right to appear and be heard at a public hearing held by the City Commission and have the right to file written objections with the City Clerk within twenty (20) days of this notice. **The public hearing is to be held on Monday, September 9, 2024 at 7:00 p.m. in the Commission Chambers, City Hall - 150 N.E. Second Avenue, Deerfield Beach, Florida.** At the hearing, the City Commission will consider comments and objections to collection of nuisance abatement services assessments in this manner and will approve the assessment roll as final. Upon the filing of such assessment roll with the Broward County Department of Finance and Management Services, the assessments shall stand as legal, valid and binding liens, co-equal with the lien of all state, county, district, and municipal taxes, superior in dignity to all other liens, titles, and claims, until paid. In accordance with the Americans with Disabilities Act, persons needing special accommodations should contact the City Clerk's office at 954-480-4200 at least two (2) days prior to the hearing.

In the event any person decides to appeal any decision by the City with respect to any matter relating to the consideration of the resolution at the above referenced public hearing, a record of the proceeding may be needed and in such event, such person may need to ensure that a verbatim record of the public hearing is made, which record includes the testimony and evidence on which the appeal is to be based.

EXHIBIT C

NOTICE OF PUBLIC HEARING REGARDING THE COLLECTION OF NUISANCE ABATEMENT SERVICES SPECIAL ASSESSMENTS ON THE 2024 TAX ROLL

Notice is hereby given that the City Commission of the City of Deerfield Beach, Florida ("Commission") will conduct a public hearing concerning the collection of nuisance abatement services assessments on the 2024 tax roll for the purpose of adopting the non-ad valorem assessment roll. The nuisance abatement services assessments were previously assessed against certain properties, which were declared public nuisances and located within the city boundaries of the City of Deerfield Beach, to recover the cost of providing nuisance abatement services to such properties. The assessments for each property were calculated based upon the actual cost of the abatement, plus administrative costs, 8% interest, and the cost of collection.

The public hearing will be held in the City Commission Chambers at City Hall located at 150 N.E. Second Avenue, Deerfield Beach, Florida at 7:00 p.m. on September 9, 2024, or as soon thereafter as the matter may be heard, for the purpose of receiving public comment on the proposed collection of the assessments. All affected property owners have a right to appear at the hearing and to file written objections with the Commission in care of the City Clerk within 20 days of this notice. If a person decides to appeal any decision made by the Commission with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to arrange for a court reporter to ensure that a verbatim record is made. In accordance with the Americans with Disabilities Act, persons needing special accommodations or an interpreter to participate in this proceeding should contact the City Clerk's office at 954-480-4200, at least two (2) days prior to the date of the hearing.

The assessments to be included as non-ad valorem assessments on the 2024 tax roll include the following:

	PARCEL ID#	AMOUNT	MAILING ADDRESS
TOLEDANO PROPERTIES LLC	4743 3100 0240	\$1,926.28	441 E 75 ST, APT 1B NEW YORK NY 10021-3115
GUPTA, VIPIN	4843 0509 1150	\$1,665.16	1580 SE 9 ST, DEERFIELD BEACH, FL 33441

BAYLISS, JOHN M	4843 0803 0010	\$5,144.92	49 N FEDERAL HWY #350, POMPANO BEACH, FL 33062
ADMIRAL SECURITY INVESTMENT	4842 1314 0400	\$3,577.28	2400 NW 2 AVE, STE 5, BOCA RATON, FL 33431-6761
LD DEERFIELD LLC % DIAMOND & DOGGIES	4843 0607 0530	\$4,846.48	111 COMMERCIAL BLVD, LAUDERDALE BY THE SEA, FL 33308
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RANDAL, LIMBERT	4842 0104 0610	\$2,251.28	P.O. BOX 991, POMPANO BEACH, FL 33061
	TOTAL	\$20,350.04	

Copies of the assessment roll, showing the amount of the assessment to be imposed against each parcel of property, and the legal documentation relating to the assessment is available for inspection in the office of the City Clerk, located at 150 N.E. Second Avenue, Deerfield Beach, Florida.

The assessments will be collected on the ad valorem tax bill to be mailed in November 2024, as authorized by Section 197.3632, Florida Statutes. Failure to pay the assessment will cause a tax certificate to be issued against the property, which may result in a loss of title.



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2024-281

Agenda Date: 7/9/2024

Status: DEPARTMENTAL BUSINESS

In Control: City Commission

Title

Resolution 2024/ - A Resolution of the City of Deerfield Beach, Florida, relating to the provision of stormwater management services and collection of stormwater utility assessments; estimating the cost of stormwater management services provided by the City's stormwater utility; determining that certain real property will be benefited thereby; establishing the method of charging the cost of stormwater management services against the real property that will be benefited thereby; directing the preparation of an assessment roll; establishing a public hearing for the proposed stormwater assessments; providing for notice; providing for severability and an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

Resolution 2022/206 adopted an amendment to the City of Deerfield Beach Stormwater Management and Flood Resiliency Master Plan to establish a five-year funding strategy for fiscal years 2024 through 2028 to fund capital improvements for stormwater utility projects and operations. The five-year funding strategy, as follows, is based on a Utility Program Update and Forecast prepared by the City consultants, Hazen and Sawyer, P.C. in November 2022.

Projected Monthly Equivalent of Stormwater Fee per ERU

FY24	FY25	FY26	FY27	FY28
\$4.77	\$4.91	\$5.79	\$5.95	\$6.84

Resolution 2023/190 declared the City's intent to use the Uniform Method for Collection of Special Assessments to be levied upon all properties within the City.

In February 2024, by Resolution 2024/025, the City Commission approved the Interlocal Agreement with Broward County for Uniform Collection of Non-Ad Valorem Assessments.

Current Activity

The City and its consultants have completed the annual update to the Equivalent Residential Units to include all new development of impervious areas and have prepared the tax roll bill for submission to the Broward County Property Appraiser. The assessment rate for Fiscal Year 2025 is \$58.92 per Equivalent Rate Unit ("ERU") annually (\$4.91 monthly per ERU).

Recommendation

It is recommended that the City Commission adopt the preliminary stormwater assessment rate

resolution with a stormwater rate per ERU of \$4.91, consistent with the City's five-year funding strategy for fiscal years 2024 through 2028 previously adopted by the City Commission.

RESOLUTION 2024/

A RESOLUTION OF THE CITY OF DEERFIELD BEACH, FLORIDA, RELATING TO THE PROVISION OF STORMWATER MANAGEMENT SERVICES AND COLLECTION OF STORMWATER UTILITY ASSESSMENTS; ESTIMATING THE COST OF STORMWATER MANAGEMENT SERVICES PROVIDED BY THE CITY'S STORMWATER UTILITY; DETERMINING THAT CERTAIN REAL PROPERTY WILL BE BENEFITED THEREBY; ESTABLISHING THE METHOD OF CHARGING THE COST OF STORMWATER MANAGEMENT SERVICES AGAINST THE REAL PROPERTY THAT WILL BE BENEFITED THEREBY; DIRECTING THE PREPARATION OF AN ASSESSMENT ROLL; ESTABLISHING A PUBLIC HEARING FOR THE PROPOSED STORMWATER ASSESSMENTS; PROVIDING FOR NOTICE; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, pursuant to Section 403.0891, Fla. Stat., the City is responsible for the development of a stormwater management program, which is defined in Section 403.031(15), Fla. Stat., as “the institutional strategy for stormwater management, including urban, agricultural, and other stormwater”; and

WHEREAS, the City previously retained Hazen and Sawyer, P. C. (“Hazen”) to perform a Stormwater Utility Study for the City, which resulting in Hazen providing a Stormwater Utility Study Project Summary, dated March 9, 2018, to the City (the “Stormwater Study”); and

WHEREAS, on April 11, 2018, the City passed and adopted the Stormwater Management Utility Ordinance (the “Ordinance”), which establishes a stormwater management utility responsible for the City’s stormwater management system; and

WHEREAS, the Ordinance establishes a dedicated stormwater utility fund and authorizes the levy of a stormwater utility fee (the “Fee”) on all property within the City for services and facilities provided under the City’s stormwater management utility program; and

WHEREAS, the Ordinance provides for the Fee for each parcel to be determined based upon a parcel’s classification and the number of equivalent residential units (“ERUs) assigned to it; and

WHEREAS, the Ordinance provides for the City Commission, by resolution, and upon recommendation of the Director of Environmental Services (the “Director”) to establish or amend the average square footage of effective impervious area of an ERU, and establish or amend the rates for each ERU; and

WHEREAS, in September 2022, the City retained Hazen to update the existing Stormwater Study, including updating the impervious area polygons, calculating an updated stormwater charge per ERU, and to develop alternative stormwater program financing scenarios,

as well as develop a plan to utilize a non-ad valorem special assessment process for the collection of stormwater fees; and

WHEREAS, Hazen completed a Utility Program Update and five-year financial forecast, dated November 17, 2022, including the required stormwater fee to cover both the stormwater utility's ongoing operation and maintenance costs as well as capital improvements (the "Stormwater Study Update"); and

WHEREAS, on December 6, 2022, the City Commission passed and adopted Resolution No. 2022/206, approving a five year funding strategy for stormwater management services and an amendment to the City's Stormwater Management and Flood Resiliency Strategies Master Plan (as amended the "Master Plan") consistent with the Stormwater Assessment Report; and

WHEREAS, on June 20, 2023, the City Commission passed and adopted Resolution No. 2023/113, which approved and adopted the schedule of stormwater utility rates effective October 1, 2023 through September 30, 2028, attached as Exhibit "A" to the Resolution, consistent with the previously adopted five-year stormwater management funding strategy, and establishing the value of an ERU (the "Utility Rate Resolution"); and

WHEREAS, on November 14, 2023, the City Commission passed and adopted Resolution No. 2023/190, declaring the City's intent to use the Uniform Method for collection of non-ad valorem assessments for stormwater management special assessments to be levied on all properties located within the City (the "Assessed Property") pursuant to Chapter 197, Florida Statutes; and

WHEREAS, the City Commission determines that it is fair and equitable to levy and collect a non-ad valorem special assessment to fund the Stormwater Management Utility, consistent with the methodology and allocation set forth in Section 70-197 of the City Code of Ordinances and the rates as set forth in Utility Rate Resolution and as provided herein.

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

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

Section 2. **Authority.** This Resolution is adopted pursuant to the provisions of Chapter 70, Utilities, Article VI – Stormwater Management of the City of Deerfield Beach Code of Ordinances (the "Stormwater Ordinance"), Article VIII, Section 2, Florida Constitution, the City Charter of the City of Deerfield Beach, Chapter 38, Article VIII of the City Code of Ordinances, Sections 166.021 and 166.041, Florida Statutes, Chapter 403, Florida Statutes, and Sections 197.3632 and 197.3635, Florida Statutes, and other applicable provisions of law.

Section 3. **Purpose.** This Resolution constitutes the Preliminary Assessment Resolution for the levy of the annual Stormwater Utility Special Assessment for the Fiscal Year commencing on October 1, 2024, and collection of such Stormwater Assessments using the Uniform Assessment Collection Act.

Section 4. **Definitions.** All capitalized words and terms not otherwise defined herein shall have the meanings set forth in Section 70-196 of the City Code of Ordinances. As used in this Resolution, the following terms shall have the following meanings unless the context hereof otherwise requires:

“**Assessed Property**” means all parcels of real property included on the Assessment Roll that receive a special benefit from Stormwater Management Services provided by the City and is subject to a Stormwater Assessment.

“**Government Property**” means property owned by the United States of America, the State of Florida, a county, a special district, a municipal corporation, or any of their respective agencies or political subdivisions.

“**Stormwater Assessment**” means an Assessment imposed by the City to fund the service costs associated with the City's provision of Stormwater Management Services within the City of Deerfield Beach.

“**Stormwater Assessment Report**” means that certain report entitled “Stormwater Utility Study Project Summary”, dated March 9, 2018, prepared by Hazen, as updated by the “City of Deerfield Beach Stormwater Utility Program Update,” dated as of November 17, 2022, prepared by Hazen, both of which are hereby incorporated herein by reference, including the assumptions, conclusions, and findings in such studies as to the determination of the Stormwater Service Assessments and the description of the Stormwater Management Services.

“**Stormwater Management Services**” means (A) management and administration of the City's Stormwater Utility; (B) Stormwater program engineering; (C) Stormwater basin planning; (D) Stormwater Improvements to be acquired or constructed during a single Fiscal Year without the issuance of any Obligations; (E) operating and maintaining the City's capital facilities for Stormwater management, including extraordinary maintenance; (F) billing and collection of Stormwater Assessments, including customer information services and reserves for statutory discounts; and (G) legal, engineering and other consultant services.

“**Stormwater Service Cost**” means the estimated amount for any Fiscal Year of all expenditures and reasonable reserves that are properly attributable to the Stormwater Management Services provided within the Benefitted Area under generally accepted accounting principles, including, without limiting the generality of the foregoing, reimbursement to the City for any moneys advanced for the Stormwater Management Service, and interest on any interfund or intrafund loan for such purpose.

Section 5. **Findings of Fact.**

(A) The City Commission hereby finds and determines that the Stormwater Assessments to be imposed in accordance with this Resolution provide an equitable method of funding the Stormwater Management Services by fairly and reasonably allocating the cost to Assessed Property within the Benefitted Area. The Commission hereby adopts the findings of fact and statement of purpose set forth in Section 70-195 of the City of Deerfield Beach Code of

Ordinances, and adopts the Stormwater Assessment Report, which are both incorporated herein by this reference.

(B) Upon the adoption of this Preliminary Assessment Resolution determining the Stormwater Service Cost for Stormwater Management Services and imposing Stormwater Assessments, the legislative determinations ascertained and declared in the Stormwater Ordinance and Utility Rate Resolution, are hereby ratified and confirmed.

(C) The special benefits provided by the Stormwater Management Services to all Assessed Property include, but are not limited to: (1) the provision of Stormwater Management Services and the availability and use of facilities and improvements by the owners and occupants of Assessed Property to properly and safely detain, retain, convey and treat stormwater discharged from Assessed Property; (2) stabilization of or the increase of Assessed Property values; (3) increased safety and better access to Assessed Property; (4) rendering Assessed Property more adaptable to a current or reasonably foreseeable new and higher use; (5) alleviation of the burdens caused by stormwater and accumulation attendant with the use of Assessed Property; and (6) fostering the enhancement of environmentally responsible use and enjoyment of the natural resources within the City.

(D) The Stormwater Assessments provide an equitable method of funding the Stormwater Service Cost for Stormwater Management Services attributed to Assessed Property by fairly and reasonably allocating the Stormwater Service Cost to specially benefited Assessed Property based upon the stormwater burden expected to be generated by the physical characteristics and use of such property.

(E) In accordance with section 163.3162(3), Florida Statutes, the City is prohibited from charging a Stormwater Assessment on certain agricultural property, if such farm operation has a National Pollution Discharge Elimination System Permit, an environmental resource permit, a works-of-the-district permit, or if it has implemented best management practices adopted as rules by the Florida Department of Environmental Protection, the Department of Agricultural and Consumer Services, or an appropriate water management district. Accordingly, any Owner of such agricultural property demonstrating that they meet the outlined requirements shall be granted an adjustment in accordance with Section 70-201 of the City of Deerfield Beach Code of Ordinances.

(F) Government Property provides facilities and uses to the community, local constituents and the public in general that serve a legitimate public purpose and provide a public benefit. Therefore, it is fair and reasonable not to impose Stormwater Assessments upon such parcels of Government Property. However, Government Property that is owned by federal government backed mortgage entities, such as the VA and HUD, due to foreclosures are not serving a governmental purpose nor providing a public benefit but are instead being held by these federal government mortgage entities in a proprietary capacity. Accordingly, these properties shall not be considered Government Property for purposes of the Stormwater Assessments and shall not be afforded an exemption from the Stormwater Assessment that is granted to other Government Property.

(G) Any shortfall in the expected proceeds from the Stormwater Assessment due to any reduction or exemption from payment of the Stormwater Assessment required by law or authorized by the City Commission shall be supplemented by any legally available funds, or combination of such funds, and shall not be paid for by proceeds or funds derived from the Stormwater Assessment. In the event a court of competent jurisdiction determines any exemption or reduction by the City Commission is improper or otherwise adversely affects the validity of the Stormwater Assessment imposed for this Fiscal Year, the sole and exclusive remedy shall be the imposition of a Stormwater Assessment upon each affected Tax Parcel in the amount of the Stormwater Assessment that would have been otherwise imposed save for such reduction or exemption afforded to such Tax Parcel.

(H) It is hereby ascertained, determined, and declared that each parcel of Assessed Property located within the City of Deerfield Beach will be benefited by the City's provision of Stormwater Management Services in an amount not less than the Stormwater Assessment imposed against such Tax Parcel, computed in the manner set forth in this Preliminary Rate Resolution, the Utility Rate Resolution and Section 70-197 of the City of Deerfield Beach Code of Ordinances.

Section 6. **Provision and Funding of Stormwater Management Services.** Upon the imposition of Stormwater Assessments to fund the City's provision of Stormwater Management Services for Assessed Property located within the City, the City shall provide Stormwater Management Services to such Assessed Property. All or any portion of the Stormwater Service Cost to provide such Stormwater Management Services shall be funded from proceeds of the Stormwater Assessments. The remaining cost required to provide Stormwater Management Services shall be funded by legally available City revenues.

Section 7. **Imposition and Computation of Stormwater Service Assessments.**

(A) The estimated Stormwater Service Cost for the provision of Stormwater Management Services for the Fiscal Year beginning on October 1, 2024 is \$3,100,313.

(B) A Stormwater Assessment shall be imposed against all Assessed Property within the City, except Government Property. The estimated Stormwater Service Cost shall be assessed against all Tax Parcels of Assessed Property at a rate of assessment based upon the special benefit accruing to such Assessed Property from the City's provision of Stormwater Management Services, pursuant to the method set forth in Section 70-197 of the City Code of Ordinances, the Stormwater Assessment Report and the Utility Rate Resolution, which are hereby ratified and confirmed and found to be a fair and reasonable method of calculating the Stormwater Assessments.

(C) For the Fiscal Year beginning October 1, 2024, the Stormwater Assessment for each Tax Parcel of Assessed Property within the City of Deerfield Beach shall be:

\$58.92 per Equivalent Rate Unit (“ERU”) annually (\$4.91 monthly per ERU)

Section 8. Annual Assessment Roll.

(A) The City Manager is hereby directed to prepare, or cause to be prepared, a Non-Ad Valorem Assessment Roll for the Fiscal Year commencing October 1, 2024 in the manner provided in this Preliminary Assessment Resolution and Sections 197.3632, Fla. Stat., to include:

1. a summary description of the Assessed Property conforming to the description contained on the Tax Roll;
2. the name of the Owner of the Assessed Property;
3. the number of ERUs (or other units used to determine the amount of the Stormwater Assessment) attributable to each Tax Parcel;
4. the estimated maximum Stormwater Assessment to become due in any Fiscal Year for each ERU (or other units used to determine the amount of the Stormwater Assessment); and
5. the estimated maximum Stormwater Assessment to become due in any Fiscal Year for each Tax Parcel.

(B) A copy of this Preliminary Assessment Resolution, the Utility Rate Resolution, the Stormwater Assessment Report, and the updated Assessment Roll shall be maintained on file in the office of the City Clerk and open to public inspection. The foregoing shall not be construed to require that the Assessment Roll be in printed form if the amount of the Stormwater Assessments for each Tax Parcel can be determined by use of an available computer terminal.

Section 9. Method of Collection. The Stormwater Assessments shall be collected from all Assessed Property pursuant to the Uniform Assessment Collection Act.

Section 10. Public Hearing. There is hereby established a public hearing to be held on September 9, 2024, at 7:00 p.m. in the City Commission Chambers of City Hall, 150 N.E. Second Avenue, Deerfield Beach, Florida, at which time the City Commission will receive and consider any comments on the Stormwater Assessments from the public and affected property owners and consider imposing the Stormwater Assessments and collecting such assessments on the same bill as ad valorem taxes.

Section 11. Notice by Publication. The City Manager, or his designee, shall cause to be published a notice of the public hearing authorized by Section 9 above. The notice shall be published no later than August 20, 2024, in substantially the form attached as Exhibit “A”. Notice of the hearing shall also be published in accordance with Section 38-309 of the City Code of Ordinances.

Section 12. Notice by Mail. The City Manager shall also provide notice by first class mail to the Owner of each parcel of Assessed Property at the address indicated on the Tax Roll. Such notices shall comply with Section 38-309 of the City Code of Ordinances and shall be mailed no later than August 20, 2024. If the City determines that the Truth-in-millage (“TRIM”) notice that is mailed by the Property Appraiser under Section 200.069, Florida Statutes, also fulfills the above requirements of this section, then the separate mailing requirement described above will be deemed to be fulfilled by the TRIM notice.

Section 13. **Application of Assessment Proceeds.** Proceeds derived by the City from the Stormwater Assessments shall be used to fund the costs incurred in performing the Stormwater Management Services.

Section 14. **Severability.** 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 15. **Effective Date.** This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF JULY, 2024.

CITY OF DERFIELD BEACH, FLORIDA

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

EXHIBIT “A”

FORM OF NOTICE TO BE PUBLISHED

To Be Published by August 20, 2024

[MAP OF STORMWATER UTILITY SERVICE AREA]

**NOTICE OF HEARING TO IMPOSE AND
PROVIDE FOR COLLECTION OF STORMWATER SERVICE ASSESSMENTS**

Notice is hereby given that the City Commission of the City of Deerfield Beach, Florida will conduct a public hearing to consider the imposition of stormwater service special assessments against properties located within the City's Stormwater Utility Service Area to fund the cost of stormwater management services for the Fiscal Year beginning October 1, 2024, and to authorize collection of such assessments pursuant to the Uniform Assessment Collection Act.

The hearing will be held at 7:00 p.m. on September 9, 2024, in the Commission Chambers of City Hall, 150 NE 2nd Avenue, Deerfield Beach, Florida, for the purpose of receiving public comment on the proposed assessments. All affected property owners have a right to appear at the hearing and to file written objections with the City Commission within 20 days of this notice. If a person decides to appeal any decision made by the City Commission with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the City Clerk's Office at (954)753-5040, at least two (2) business days prior to the date of the hearing.

The Stormwater Service Assessments will fund the City's cost to provide Stormwater Management Services within the City's established Stormwater Utility Service Area. The Stormwater Service Assessments are based upon the estimated amount of stormwater runoff generated by impervious surfaces on the property. Impervious surfaces include the roof top, patios, driveways, parking lots and similar areas. The City has determined that the typical single-family parcel in the City includes 2,788 square feet of impervious area, which is defined as the "equivalent "Equivalent Residential Unit" or "ERU." The annual Stormwater Service Assessment rate for the upcoming Fiscal Year is:

\$58.92 per Equivalent Rate Unit ("ERU") annually (\$4.91 monthly per ERU)

Each single-family residential parcel is assigned one (1) ERU for each dwelling unit. Generally, for all other parcels the number of ERUs were calculated individually for each parcel of property by dividing the effective impervious area of such parcel by the ERU value of 2,788 square feet. If a property owner applies and qualifies, credits for privately maintained Stormwater management facilities and other factors affecting the quantity or quality of Stormwater runoff may be applied, resulting in an assignment of net ERUs.

A more specific description is set forth in the Preliminary Assessment Resolution (Resolution No. 2024-____), the Stormwater Assessment Report, and the Utility Rate Resolution. Copies of the Stormwater Assessment Ordinance, the Preliminary Assessment Resolution, Stormwater Assessment Report, the Utility Rate Resolution and the updated assessment roll for the Fiscal Year

commencing October 1, 2024, are available for inspection at the City Clerk's Office, City Hall, 150 NE 2nd Ave., Deerfield Beach, Florida.

The assessments will be collected on the ad valorem tax bill, which will be mailed in November 2024 by the Tax Collector of Broward County as authorized by section 197.3632, Florida Statutes. Failure to pay the assessments will cause a tax certificate to be issued against the assessed property, which may result in a loss of title. Unless proper steps are initiated in a court of competent jurisdiction to secure relief within 20 days from the date of City Commission's action at the above hearing (including the method of apportionment, the rate of assessment and the imposition of assessments), such action shall be the final adjudication of the issues presented.

If you have any questions, please contact the City Manager's Office at (954)480-4263 Monday through Friday between 8:00 a.m. and 5:00 p.m.

CITY CLERK, CITY OF DEERFIELD BEACH

RESOLUTION 2023/190

A RESOLUTION OF THE CITY OF DEERFIELD BEACH, FLORIDA, DECLARING THE CITY'S INTENT TO USE THE UNIFORM METHOD FOR COLLECTION OF SPECIAL ASSESSMENTS TO BE LEVIED UPON ALL PROPERTIES WITHIN THE CITY, AS MORE SPECIFICALLY DESCRIBED IN EXHIBIT "A", TO FUND THE INSTALLATION OF A STORMWATER MANAGEMENT SYSTEM AND RELATED IMPROVEMENTS; STATING A NEED FOR SUCH LEVY; PROVIDING FOR TRANSMITTAL OF THE RESOLUTION; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City Commission, as the governing body of the City of Deerfield Beach, Florida ("City"), pursuant to authority set forth in Chapters 163, 166 and 170, Florida Statutes, is authorized and empowered to declare and levy special assessments for those public improvements authorized by Florida Statutes; and

WHEREAS, the uniform method of collecting non-ad valorem assessments, as authorized by Section 197.3632, Florida Statutes, provides for the collection of non-ad valorem assessments on an annual basis in the same manner as provided for ad valorem taxes; and

WHEREAS, the City intends to use the uniform method of collecting non-ad valorem assessments, as authorized by Section 197.3632, Florida Statutes, to collect special assessments upon certain real properties located within the jurisdictional boundaries of the City of Deerfield Beach, as more specifically set forth on the attached Exhibit "A", which is incorporated herein by this reference, to fund the installation of a stormwater management system and related operations, maintenance and capital improvements; and

WHEREAS, in accordance with Section 197.3632(3)(a), Florida Statutes, the City has advertised the City's intent to use the uniform method for the collection of the stormwater special assessments once per week in a newspaper of general circulation for four consecutive weeks preceding the public hearing regarding the adoption of this Resolution; and

WHEREAS, on November 14, 2023, the City Commission of the City of Deerfield Beach held a duly advertised public hearing prior to adopting this Resolution.

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

Section 1. The above reference "Whereas" clauses are true and correct and made a part of this Resolution.

Section 2. Commencing with the Fiscal Year beginning October 1, 2024 and with the tax statement mailed for such fiscal year, the City hereby gives notice of the City's intent to use the uniform method of collecting non-ad valorem assessments authorized in Section 197.3632, Florida Statutes, to collect special assessments to be levied upon all properties ("Assessed

Property”) located within the incorporated area of the City of Deerfield Beach, as more fully described in the Exhibit “A”, to fund the installation of a stormwater management system and related operation, maintenance, and capital improvements.

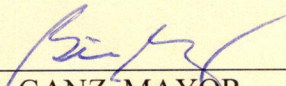
Section 3. The City Commission hereby determines that the levy of the stormwater special assessments described in Section 2 above is needed to fund the cost of the stormwater management system and related operation, maintenance, and capital improvements benefiting the Assessed Property described in the attached Exhibit “A”.

Section 4. Upon adoption, the City Clerk is hereby directed to send an executed copy of this Resolution by U.S. Mail to the Broward County Property Appraiser, the Broward County Tax Collector, and the State of Florida Department of Revenue by January 10, 2024.

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

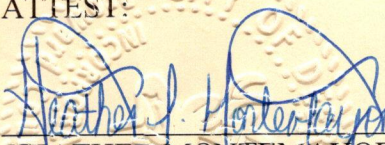
PASSED AND ADOPTED THIS 14TH DAY OF NOVEMBER, 2023.

CITY OF DEERFIELD BEACH, FLORIDA



BILL GANZ, MAYOR

ATTEST:



HEATHER MONTEMAYOR, CITY CLERK

EXHIBIT "A"

AREAS SUBJECT TO ASSESSMENT

The entire corporate boundaries of the City of Deerfield Beach on file in the City Clerk's office, as of November 14, 2023. See also the enclosed map and legal descriptions.

AGREEMENT

between

MARTY KIAR, AS BROWARD COUNTY PROPERTY APPRAISER

and

CITY OF DEERFIELD BEACH, FLORIDA

for

NON-AD VALOREM ASSESSMENTS

This is an Agreement, made and entered into, by, and between: MARTY KIAR, as BROWARD COUNTY PROPERTY APPRAISER ("PROPERTY APPRAISER"), and CITY OF DEERFIELD BEACH, FLORIDA ("CITY").

WHEREAS, the City desires to develop and implement a non-ad valorem assessment roll for the year 2024 and succeeding years, to provide funds from property owners within the City for Stormwater Services.

WHEREAS, the City desires to use the services of Property Appraiser to create and maintain a non-ad valorem tax roll, and Property Appraiser is prepared to do so on behalf of the City.

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

1. The Property Appraiser agrees to perform the following services for the City:
 - A. Create a Non-Ad Valorem Assessment Roll for the City for tax year 2024 and each succeeding year until this Agreement is terminated pursuant to Paragraph 11 below, using data presently in the Property Appraiser's computer as to the property characteristics the City intends to use for purposes of levying the non-ad valorem assessments. Should the City desire to use additional property characteristics other than those already in the computer records, Property Appraiser will advise City whether this is possible, when it can be accomplished, and the additional cost incurred of so doing.
 - B. Provide the City with an annual preliminary estimate of the number of each type of property within the City (e.g., single family residential, vacant land, condominium, etc.) for the City's planning purposes in establishing its non-ad valorem assessments.

- C. Receive from the City its preliminary non-ad valorem assessment levy for each type of property and preliminarily extend that amount against each parcel of real property within the City.
 - D. Furnish the City with a computer-readable data file of the Non-Ad Valorem Roll when such preliminary amounts have been extended.
 - E. Upon notification by the City of their proposed date for the scheduled public hearing, the Property Appraiser shall immediately let the City know whether the 20-day advanced notification requirement cannot be met for said proposed public hearing date.
 - F. Include the City's non-ad valorem assessment in the TRIM notice sent to the City's property owners in August.
 - G. Receive from the City corrections to the roll and update the Non-Ad Valorem Assessment Roll with the changed and corrected information.
 - H. Deliver the City's Uniform Non-Ad Valorem Assessment Roll to the Broward County Revenue Collector's office so that the tax bills mailed on or about November 1 will include the amount for the City's assessment levies.
2. City agrees to perform the following acts in connection with this agreement:
- A. Advise the property owners within the City in an appropriate and lawful manner of the City's intention to utilize the uniform non-ad valorem assessment method described in Sections 197.3631 through 197.3635, Florida Statutes and carry out its responsibilities under said Sections.
 - B. Timely provide the Property Appraiser with information required to prepare the Uniform Non-Ad Valorem Assessment Roll.
 - C. Any material changes of assessment, including, but not limited to, methodology, units of measurement, or creation of additional rates within a single district, must be submitted to the Property Appraiser no later than May 1st of the applicable tax year.
 - D. Establish an appropriate appeal process for property owners who wish to contest the classification of their property or amounts of uniform non-ad valorem assessments.
 - E. Advise the property owners within the City, as appropriate, that the Property Appraiser's office is acting in a ministerial capacity for the City in connection

with the non-ad valorem assessments.

- F. The City shall notify Property Appraiser of the proposed date of the scheduled public hearing to be included in the TRIM Notice no later than July 31.
 - G. Within 30 days of invoice, pay the Property Appraiser the necessary administrative costs incurred in carrying out his functions under this Agreement, including but not limited to those costs associated with personnel, forms, supplies, data processing, computer equipment, postage if necessary, and programming.
- 3. Within 30 days of invoice, the Property Appraiser shall be compensated by the City for all administrative costs incurred in carrying out this Agreement at the rate of \$.50 per parcel. The parties understand this rate per parcel does not include any amount for extraordinary programming or other services required by the City. For purposes of this Agreement, "extraordinary programming" shall mean the creation of customized computer programs, assessment calculation routines or creation of data not normally used by the Property Appraiser. In the event that the use of extraordinary programming or creation of such data is required, the Property Appraiser shall estimate the cost of such programming or creation of such data and inform the City of such cost in writing in advance. The Property Appraiser will not engage in such extraordinary programming or creation of such data without prior written approval from the City.
 - 4. Any changes submitted to the Property Appraiser after the May 1st cutoff date shall be disregarded by the Property Appraiser and will not be reflected on the TRIM Notice, or in the file passed to the Revenue Collector. Failure of the City to provide the Property Appraiser with material changes of assessment by May 1st shall not be grounds for a refund of any monies paid, and shall not relieve the City of any outstanding financial obligations to the Property Appraiser, and the City agrees to hold the Property Appraiser harmless for any repercussions resulting from the new material changes of assessment not being reflected on the TRIM Notice, or in the file passed to the Revenue Collector.
 - 5. The specific duties to be performed under this Agreement and their respective timeframes are contained in Attachment A, which is incorporated herein by reference.
 - 6. If the Property Appraiser or City determines this Agreement needs modification, said modification must be in writing, signed by both parties, and entered into prior to January 1st of the tax year in which such modification is to become effective.
 - 7. Neither party may assign his or its obligations under this Agreement.

8. This Agreement is governed by and construed in accordance with Florida law. Any and all legal action necessary to enforce this Agreement will be held in Broward County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.
9. All parts of this Agreement not held unenforceable for any reason shall be given full force and effect.
10. All communications required by this Agreement shall be in writing and sent by first class mail or email to the other party. Notices to the City shall be addressed to David Santucci, City Manager at the following address:

City of Deerfield Beach

150 NE 2nd Avenue

Deerfield Beach, FL 33441

Email: web.citymgr@deerfield-beach.com

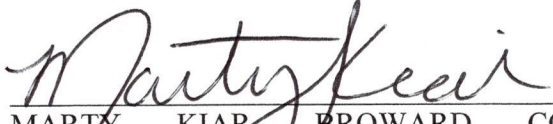
Notices to the Property Appraiser shall be addressed to:

Holly Cimino, Director of Finance, Budget, and Tax Roll
Broward County Property Appraiser's Office
115 South Andrews Avenue, Room 111
Fort Lauderdale, Florida 33301
Email: hcimino@bcpa.net

11. Except as otherwise provided herein, this Agreement shall continue from year to year unless cancelled by either party. Either party may cancel this Agreement by providing the other party written notice of the cancellation prior to January 1st of the year the agreement shall stand terminated. Property Appraiser will perform no further work after a written cancellation is received.

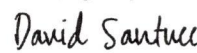
IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: PROPERTY APPRAISER by and through MARTY KIAR and CITY, by and through David Santucci, City Manager, duly authorized to execute same.

PROPERTY APPRAISER:


MARTY KIAR, BROWARD COUNTY
PROPERTY APPRAISER

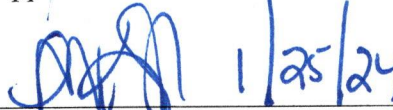
29 day of January 2024

CITY:

DocuSigned by:

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David Santucci, CITY MANAGER

____ day of 12/13/2023 2024

Approved as to form:

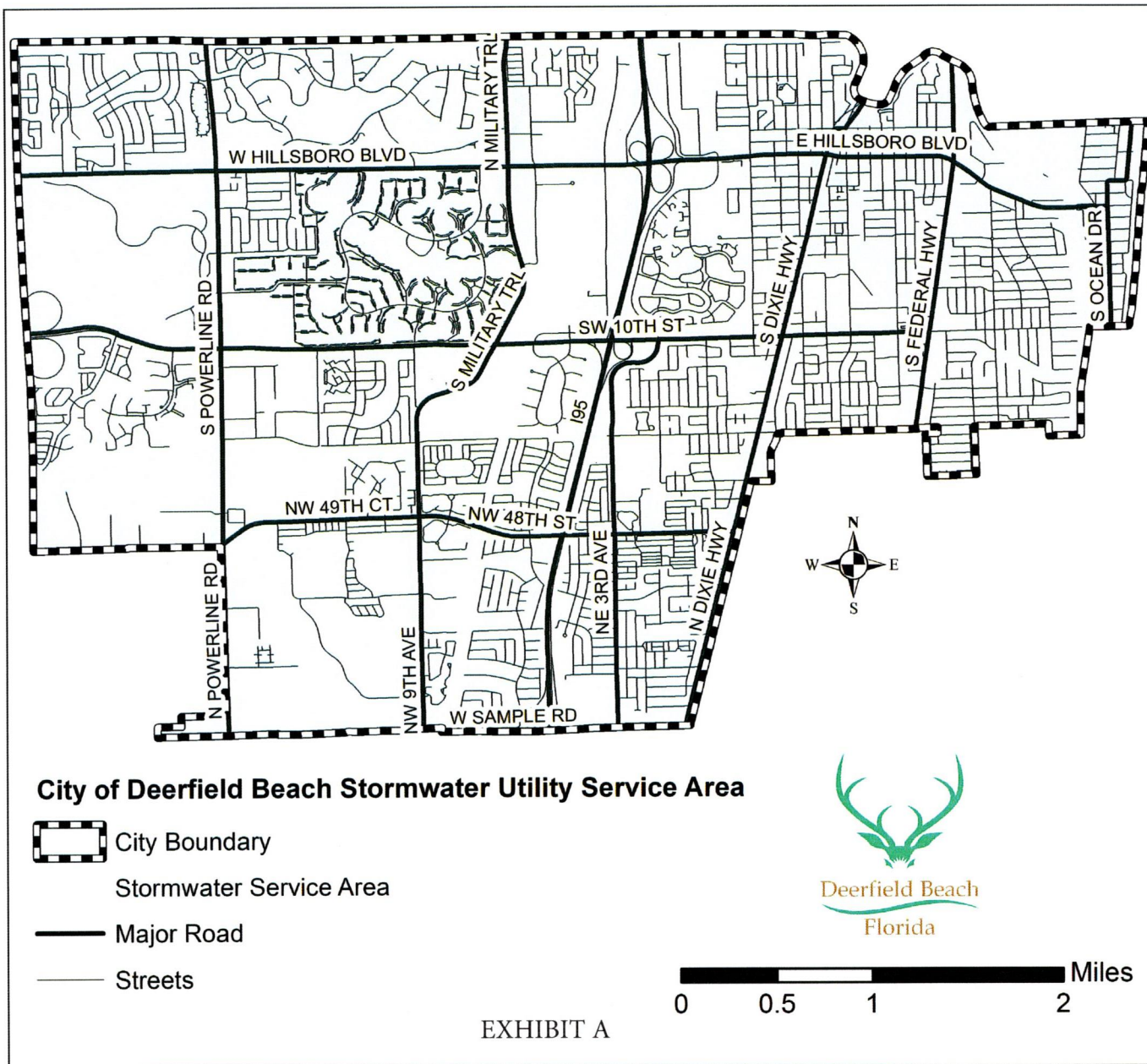

Mila Schwartzreich, General Counsel
Broward County Property Appraiser's Office

ATTACHMENT A

CITY OF DEERFIELD BEACH, FLORIDA
CALENDAR FOR IMPLEMENTATION OF
NON-AD VALOREM ASSESSMENT

TASK TO BE PERFORMED ON AN ANNUAL BASIS	DUE DATE
1. Property Appraiser to provide the City with an electronic file that includes owner name, property address and property ID, property classifications, square footage of non-residential property, and number of units for residential property. Note: The file shall be a text file or an excel file and shall include a file layout of all data fields, as well as a description of all Property Appraiser codes.	On or prior to June 1.
2. Property Appraiser certifies City's taxable value.	On or prior to July 1.
3. City reviews assessment data (unit counts, square footage amounts, property classifications, etc.) provided by the Property Appraiser for accuracy, and notifies the Property Appraiser of any corrections.	From June 1 to July 31.
4. City calculates its preliminary <u>Stormwater Services</u> assessment rates. If the preliminary rates are different than existing rates, the Property Appraiser shall provide a recap of revenues to be generated based upon the new rates or, if necessary, re-run the assessment data file with the new rates for the City.	From June 1 to July 31.
5. City adopts its preliminary millage rate and preliminary non-ad valorem <u>Stormwater Services</u> assessment rates.	On or prior to August 4.
6. City adopts an Initial Assessment Resolution for the <u>Stormwater Services</u> assessment program.	On or prior to August 4.
7. City provides the Property Appraiser with its preliminary adopted non-ad valorem <u>Stormwater Services</u> assessment rates, and the date, time and place of the public hearing, and any other information necessary to be placed on the TRIM notice.	On or prior to August 4.
8. Property Appraiser shall send TRIM notices, which include the non-ad valorem <u>Stormwater Services</u> assessment to all City property owners.	On or prior to August 24.

9. City advertises its public hearing in a newspaper.	On or prior to August 24.
10. City provides Property Appraiser with any corrections for re-TRIM.	September
11. City holds its public hearing and adopts a Final Assessment Resolution.	On or prior to September 15.
12. In conformance with Fla. Stat. 197.3632, the City certifies the final non-ad valorem <u>Stormwater Services</u> assessment rates and provides the Property Appraiser with a certified copy of the resolution adopting the rates.	On or prior to September 15.
13. Property Appraiser delivers the City's non-ad valorem <u>Stormwater Services</u> assessment rolls to the Revenue Collector.	At the time of ad valorem tax roll certification.
14. Property Appraiser provides the City a file of the non-ad valorem assessment roll delivered to the Revenue Collector as the final record of current year <u>Stormwater Services</u> assessments.	30 days after delivery of non-ad valorem assessment roll to the Revenue Collector.



RESOLUTION NO. 2023/113

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING AND ADOPTING THE SCHEDULE OF STORMWATER UTILITY RATES, ATTACHED AS EXHIBIT "A", EFFECTIVE OCTOBER 1, 2023 THROUGH SEPTEMBER 30, 2028, CONSISTENT WITH THE PREVIOUSLY ADOPTED FIVE YEAR STORMWATER FUNDING STRATEGY; ESTABLISHING THE VALUE OF AN EQUIVALENT RESIDENTIAL UNIT; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 403.0891, Fla. Stat., the City is responsible for the development of a stormwater management program, which is defined in Section 403.031(15), Fla. Stat., as "the institutional strategy for stormwater management, including urban, agricultural, and other stormwater"; and

WHEREAS, pursuant to the City's home rule powers and Section 403.0893, Florida Statutes, the City is authorized to construct, reconstruct, repair, improve and extend a stormwater management system and to establish just and equitable rates, fees, and charges for the services and facilities provided by the system; and

WHEREAS, on April 11, 2018, the City passed and adopted the Stormwater Management Utility Ordinance (the "Ordinance"), which establishes a stormwater management utility responsible for the City's stormwater management system; and

WHEREAS, the Ordinance establishes a dedicated stormwater utility fund and authorizes the levy of a stormwater management utility fee (the "Fee") on all property within the City for services and facilities provided under the City's stormwater management utility program; and

WHEREAS, the Ordinance provides for the Fee for each parcel to be determined based upon a parcel's classification and the number of equivalent residential units ("ERUs") assigned to it; and

WHEREAS, the Ordinance provides for the City Commission, by resolution, and upon the recommendation of the Director of Environmental Services (the "Director"), to establish or amend the average square footage of effective impervious area of an ERU, and establish or amend the rates for each ERU; and

WHEREAS, in September 2022, the City retained Hazen and Sawyer, P.C. to, amongst other things, calculate an updated stormwater utility fee charge per ERU, and develop alternative stormwater program financing scenarios; and

WHEREAS, Hazen and Sawyer completed a Utility Program Update and a five-year forecast, including the required stormwater fee to cover both the utility's ongoing operation and maintenance costs, as well as capital improvements; and

WHEREAS, on December 6, 2022, the City Commission passed and adopted Resolution No. 2022/206, adopting an amendment to the City's Stormwater Management Plan to establish a five-year

strategy for fiscal years 2024 through 2028 to fund capital improvements for stormwater utility projects and operations to be based upon the private financing/revenue bond financing option; and

WHEREAS, City staff, in consultation with the City's consultant, and consistent with the Hazen and Sawyer Rate Study, has developed the ERU measurement together with a reasonable rate for each ERU, as specified in the schedule of stormwater management rates, attached as Exhibit "A", for fiscal years 2024 through 2028, (the "Rate Schedule"); and

WHEREAS, the Director recommends that the City Commission approve the Rate Schedule, attached as Exhibit "A".

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

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

Section 2. The City Commission hereby approves the Stormwater Rate Schedule, attached as Exhibit "A", and authorizes City staff to charge the Stormwater Fee to properties within the City, effective October 1, 2023 through September 30, 2028, based on the ERU measurement and stormwater utility rate set forth in the Rate Schedule.

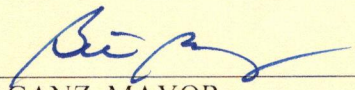
Section 3. The appropriate City officials are authorized to do all things necessary and expedient to carry out the aims of this Resolution.

Section 4. 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 5. All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 6. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED THIS 20TH DAY OF JUNE, 2023.


BILL GANZ, MAYOR

ATTEST:


HEATHER MONTEMAYOR, CITY CLERK

EXHIBIT "A" **STORMWATER RATE SCHEDULE**

Equivalent Residential Unit ("ERU") Measurement	1 ERU = 2,788 square feet
Classification	Number of ERUs/Parcel
Detached Single Family	1.00
Condomium/Coop	0.43
Mobile	0.94
Townhouse	0.67
Duplex	1.40
Triplex	1.98
Quadplex	1.98
Residential > 4 dwelling units	Impervious Area sq.ft./2,788
Non-residential	Impervious Area sq.ft./2,788
Vacant (undeveloped) Residential/Non-residential	Impervious Area sq.ft./2,788
Effective October 1 of each fiscal year	ERU Rate (Monthly)
Fiscal Year 2024	\$4.77
Fiscal Year 2025	\$4.91
Fiscal Year 2026	\$5.79
Fiscal Year 2027	\$5.95
Fiscal Year 2028	\$6.84

RESOLUTION NO. 2022/206

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, ADOPTING AN AMENDMENT TO THE CITY OF DEERFIELD BEACH STORMWATER MANAGEMENT AND FLOOD RESILIENCY STRATEGIES MASTER PLAN TO ESTABLISH A FIVE-YEAR FUNDING STRATEGY FOR FISCAL YEARS 2024 THROUGH 2028 TO FUND CAPITAL IMPROVEMENTS FOR STORMWATER UTILITY PROJECTS AND OPERATIONS; PROVIDING AN EFFECTIVE DATE

WHEREAS, in April 2018, the City Commission adopted an ordinance creating the Stormwater Management Program and Utility Fund; and

WHEREAS, in October 2019, the City entered into an agreement with Geosyntec Consultants, Inc. (the "Consultant") for services related to the preparation of a Stormwater Management and Flood Resiliency Strategies Master Plan; and

WHEREAS, the Consultant prepared and completed the City's Stormwater Management and Flood Resiliency Strategies Master Plan (the "Master Plan"), which was approved and adopted by the City Commission pursuant to Resolution No. 2021/171; and

WHEREAS, the Master Plan predicts capital improvement program ("CIP") project needs over a reasonable planning period in order to forecast CIP expenditures, identifies funding mechanisms, and will aid the City in developing capital improvement projects and regulatory strategies to increase flood resiliency and improve stormwater quality; and

WHEREAS, in September 2022, the City retained Hazen and Sawyer, P. C. to update the existing impervious area polygons, calculate an updated stormwater fee charge per ERU, and develop alternative stormwater program financing scenarios, as well as develop a plan to utilize a non-ad valorem special assessment process for the collection of stormwater fees; and

WHEREAS, Hazen and Sawyer completed a Utility Program Update and a five-year financial forecast, attached as Exhibit "A", (the "Program Update and Forecast") including the required stormwater fee to cover both the utility's ongoing operation and maintenance costs as well as capital improvements; and

WHEREAS, the Program Update and Forecast proposes three alternative financing scenarios as follows: (1) PayGo; (2) State Revolving Fund ("SRF"); or (3) Revenue Bond Financing as more specifically set forth in the Program Update and Forecast (the "Private Financing Option"); and

WHEREAS, City staff recommends that the City Commission adopt an amended Master Plan approving the five-year funding strategy based upon the Private Financing Option as set forth in the attached Exhibit "A"; and

WHEREAS, subject to the City Commission's approval of one of the three funding strategies, the stormwater fee per ERU will be implemented by through amendment to the current City Stormwater Ordinance to be consistent with such approval.

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

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

Section 2. The City Commission hereby approves the five-year funding strategy based on the Private Financing Option set forth in Exhibit "A" to be utilized to amend the current stormwater fee structure.

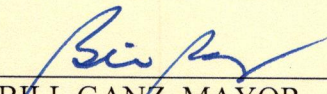
Section 3. The City Commission hereby adopts an amendment to the Master Plan, consistent with the Program Update and Forecast and the Private Financing Option for the five year funding strategy.

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

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

PASSED AND ADOPTED THIS 6TH DAY OF DECEMBER, 2022.

CITY OF DEERFIELD BEACH



BILL GANZ, MAYOR

ATTEST:

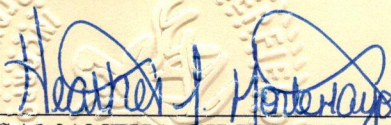

for SAMANTHA GILLYARD, CITY CLERK

EXHIBIT A

Hazen *Technical Memorandum*

November 17, 2022

To: Priscilla Cygielnik, P.E., Environmental Services Director, Deerfield Beach, FL

From: Jamie Leonard, Senior Principal Scientist, Hazen and Sawyer
Alan Karnovitz, Senior Associate, Hazen and Sawyer

Re: City of Deerfield Beach Stormwater Utility Program Update – Phase 1

Financial Evaluation

1. Introduction and Background

In 2018, the City of Deerfield Beach (the City) commissioned Hazen and Sawyer to conduct a study to investigate and assist in the implementation of a stormwater utility that would provide dedicated funding to support stormwater-related annual operations costs and ordinary rehabilitation and repair expenditures. The City used the results of the study to implement a stormwater utility fee based on the number of Equivalent Residential Units (ERUs) associated with the property. This fee was included on a customer's water and sewer utility bill. This approach, although successful in creating a dedicated enterprise fund posed challenges to collecting the fee from accounts that did not receive water or sewer service since the utility does not serve the entire City. It also rendered it difficult to update the fee where water and sewer account holders share the impervious area..

In 2019, the City commissioned Geosyntec to analyze the City's stormwater assets and develop a long-term capital improvement plan (CIP) to address needs associated with the existing infrastructure. The long-term investment recommendation made in the Stormwater Master Plan suggested that the stormwater utility fee cover more than just the revenue requirements of the operation and maintenance of the stormwater infrastructure. To fund a truly self-sufficient stormwater enterprise fund, the stormwater fee would need to be adjusted to cover capital improvement expenditures as well as ongoing operation and maintenance and ordinary repair costs.

The objective of this study is two-fold: 1) Update the impervious area identified in 2018 using current high-resolution orthoimagery to account for residential and commercial development over the last 4 years, and 2) prepare a 5-year financial forecast, including the required stormwater fee to cover both the Utility's operation and maintenance costs, as well as CIP investments. The financial forecast was prepared using three alternative financing scenarios for the CIP investments: PayGo, State Revolving Fund (SRF) financing, and revenue bond financing.

40658-005

2. Data Review

To update the impervious area database, the existing impervious area measurements were compared to the most recent high resolution orthoimagery (aerial photography) using ESRI's ArcGIS Pro (GIS) desktop program.

The following data were requested from the City and reviewed for completeness and accuracy:

- The most recent impervious area GIS shapefile
- Broward County Property Appraiser parcel GIS shapefile
- Broward County Property Appraiser Tax Roll
- The most recent high resolution orthoimagery of the City
- The City stormwater utility service area boundary

3. Current ERU Assignments

As a result of the analysis completed during the 2018 study, the City assigned billing categories based on property use classification and their relative measured impacts to the stormwater management system. Like most stormwater utilities, Deerfield Beach used impervious area as the indicator for measuring the demand placed on the stormwater management system. Impervious area refers to those portions of a parcel of land where the land surface has been altered by development such that rainwater cannot percolate into the ground and therefore runs off the parcel and must be managed in some fashion by the stormwater utility.

Table 1 shows the current City billing methodology in terms of number of Equivalent Residential Units (ERUs) per parcel by property classification, where one ERU is equal to 2,788 square feet of impervious area. The ERU unit is based on the average impervious area measured on a statistically significant sample of single family residential properties. In 2018, the total number of ERUs subject to the stormwater fee was 53,729. The 2018 ERU total served as the baseline for future growth projections.

Table 1: City of Deerfield Beach Current Assignment of Equivalent Residential Unit by Property Use Classification

Property Use Classification	Number of ERUs / Parcel
Detached Single-Family	1
Condo / Coop	0.43
Mobile Home	0.94
Townhouse	0.67
Duplex	1.4
Triplex	1.98
Quadplex	1.98

Property Use Classification	Number of ERUs / Parcel
Residential > 4 dwelling units	Impervious Area sq ft / 2,788
Non-residential	Impervious Area sq ft / 2,788
Vacant (undeveloped) Residential / Non-residential	Impervious Area sq ft / 2,788

Property classifications with relatively consistent development styles and impervious areas are assigned a specific number of ERUs per parcel. For property classifications with highly variable impervious areas the number of ERUs assigned to the property is measured for each individual parcel based on the parcel's measured impervious area divided by the square feet per ERU (2,788 square feet). For residential properties that have no more than four dwelling units on the parcel, the number of ERUs assigned to the classification is the average impervious area for that classification divided by the average detached single family impervious area (2,788 sq. ft.). For example, as shown in Table 1, all condo units are assigned an ERU of 0.43, mobile homes 0.94 ERUs, townhouses 0.67 ERUs, duplexes 1.4 ERUs, and Triplexes and Duplexes 1.98 ERUs. Residential units with more than 4 units, non-residential parcels, and vacant lots are assigned an ERU value based on each property's actual impervious area.

4. ERU Count Update

4.1 Constant ERU Properties Update

The memorandum provides an update of the total number of ERUs subject to the stormwater fee and the number of ERUs within each property classification. Hazen obtained the most recent tax roll from the Broward County Property Appraiser's office. These data were analyzed to generate an updated count of the number properties associated with each property classification. This was accomplished by filtering each residential classification by Use Class, Use Type and Building Unit as listed in the tax roll. **Table 2** presents a breakdown of the updated parcel count and total ERUs for each property use class. The analysis estimated that the residential parcels containing 4 or fewer units accounted for 22,039 ERUs in 2022.

Table 2: 2022 Updated Number of ERUs for Residential Use Classifications associated with four housing units or less

Property Use Classification	Parcel Count	ERU Rate	ERU Total
Detached Single-Family	10,241	1	10,241
Condo / Coop	17,460	0.43	7,508
Mobile	395	0.94	371
Townhouse	4,766	0.67	3,193
Duplex	340	1.4	476
Triplex	42	1.98	83
Quadplex	84	1.98	166
Total ERUs			22,039

4.2 Measured ERU Updates

To update the number of ERUs for residential parcels with more than 4 units, non-residential parcels, and vacant lots, Hazen performed a manual review in GIS.

Using GIS, the impervious area shapefile was placed on top of the parcel shapefile and the most recent high resolution orthoimagery of the City to compare and update the impervious area for each relevant parcel. The parcel shapefile was clipped to the City stormwater service area boundary and impervious area was verified to fall within the boundaries of the City only. **Figure 1** on the following page shows the City stormwater utility service area, which is commensurate with the boundaries of the City.

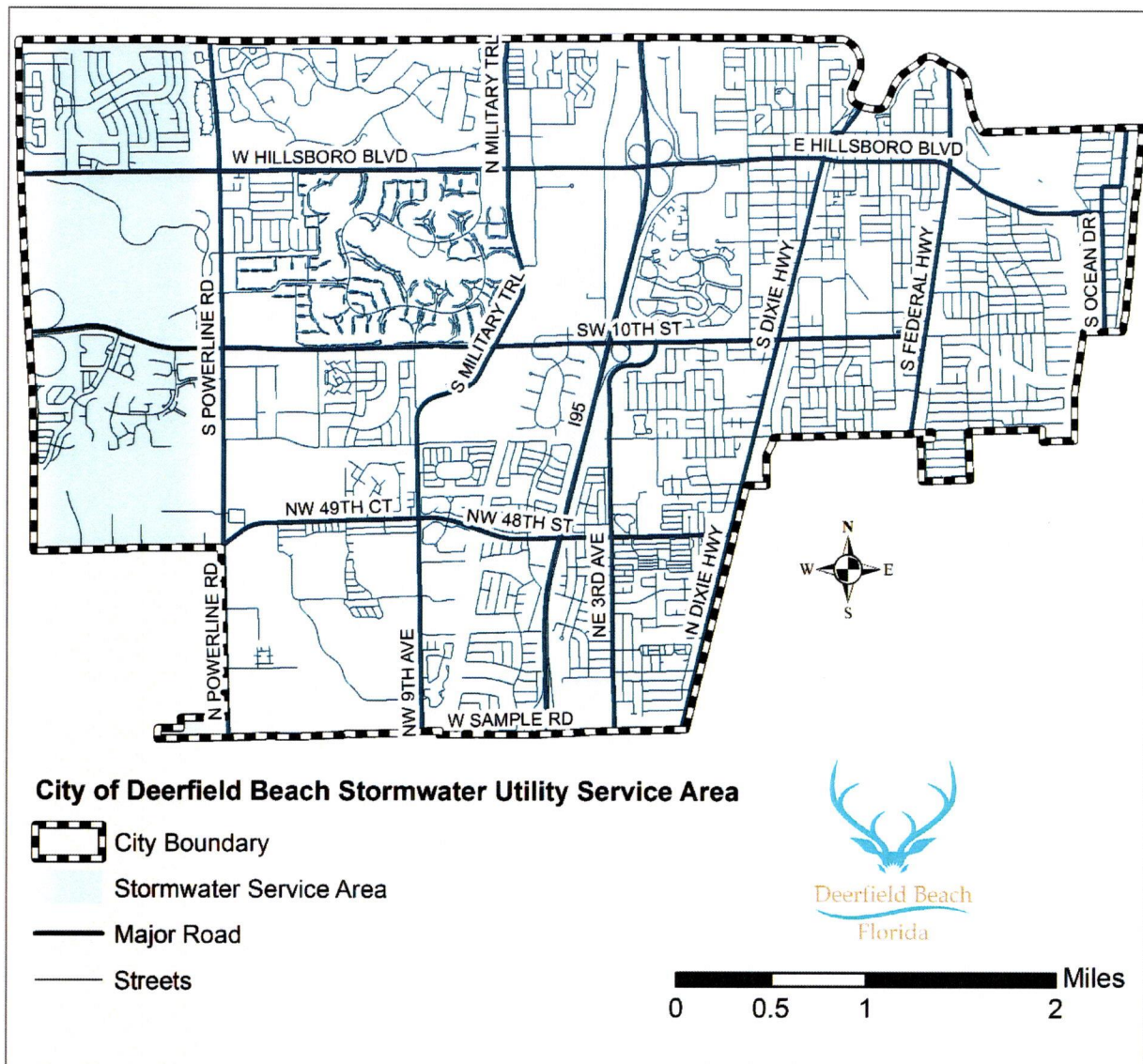


Figure 1: City of Deerfield Beach Stormwater Utility Service Area

The City was split into a grid to carefully analyze each of the existing impervious area polygons and update them as needed. This included splitting impervious area polygons where a new parcel boundary was added and updating or removing impervious area where new development or natural land reclamation had taken place, respectively. **Figure 2** shows an example of the grid (black squares) overlay on the City stormwater service area where the red lines indicate parcel boundaries, and the yellow translucent overlay represents measured impervious area.

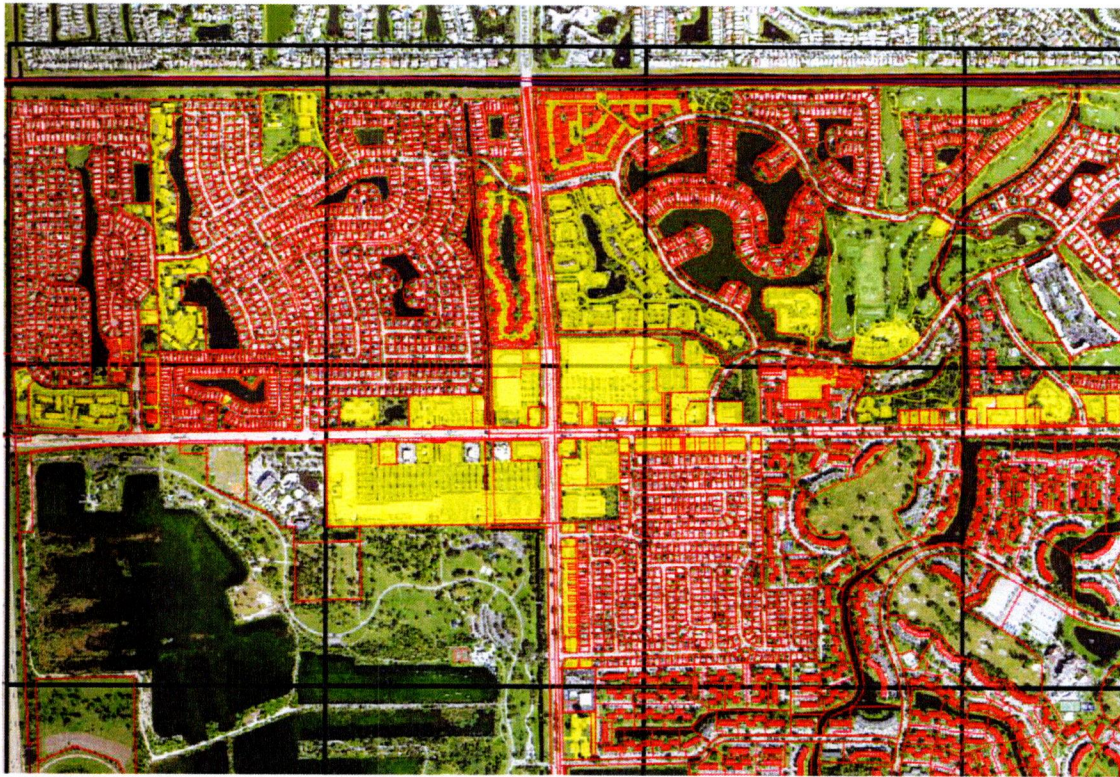


Figure 2: City of Deerfield Beach Impervious Area QC Grids (black squares)

Figure 3 shows an example of where additional development (red circles) will be added to the current impervious area (translucent yellow).



Figure 3: New Impervious Area Development to be Added (red circles)

After the updates to the measured impervious area were made, the draft impervious area shapefile was quality controlled by reviewing each of the grids for completeness of each measured impervious area, and newly developed parcels were measured for their impervious area and added to the shapefile. **Table 3** presents the updated total ERU count for the City of Deerfield Beach. The new total of 53,977 ERUs represents a very small increase over the 2018 ERU total of 53,729, which translates to about a 0.12 percent annual growth in the City's impervious area.

Table 3: Total 2022 Updated Number of ERUs Including Manually Measured Impervious Area

Description	Parcel Count / IA Measure	ERU Rate	ERU Total
Detached Single-Family	10,241	1.00	10,241
Condo / Coop	17,460	0.43	7,508
Mobile	395	0.94	371
Townhouse	4,766	0.67	3,193
Duplex	340	1.40	476
Triplex	42	1.98	83
Quadplex	84	1.98	166
Total ERUs Constant ERU Properties			22,039
Residential > 4 dwelling units	89,042,713 sq. ft.	Impervious Area sq. ft. / 2,788	31,938
Vacant (undeveloped) Residential / Non-residential			
Non-residential			
Total ERU's All Parcels			53,977

5. Updated Financial Forecast and Stormwater Utility Fee under Alternative Scenarios

5.1 Introduction and Background

Deerfield Beach's monthly stormwater fee of \$3.75 per ERU was established in 2018 prior to the preparation of its Stormwater Master Plan, which included a proposed Capital Improvement Program (CIP). The \$3.75 monthly stormwater fee was set at a level to fund the Utility's annual operation costs and ordinary rehabilitation and repair expenditures. It was not designed to pay for major capital projects because at the time, comprehensive capital project investments had not yet been planned.

The Stormwater Master Plan prepared for the City by the consultant Geosyntec identified numerous infrastructure deficiencies that were frequently contributing to localized flooding and surface water quality issues after storm events. To address these problems, Geosyntec proposed a long-term Stormwater CIP that

would require approximately \$18 million in new investments over a 10-Year period. The capital projects were prioritized based on the severity of problems being addressed, especially localized flooding.

Geosyntec's CIP cost estimates, however, are likely underestimates because they were prepared prior to the onset of the COVID-19 pandemic and the recent large surge in construction costs. The CIP will likely require a higher level of investment to complete all CIP projects, compelling the City to generate additional revenues than initially anticipated.

The City of Deerfield Beach is now seeking to update its stormwater fee to cover all costs associated with the Stormwater Management Program including the CIP. Under such an approach, the Stormwater Utility Enterprise Fund would become fully self-sufficient and would not require fund transfers from the City's general revenue fund.

- The purpose of this study is to forecast the stormwater utility's total revenue requirements for the 5-Year forecast period, FY24-FY28, and provide the City with updated stormwater fees under alternative CIP financing approaches including PayGo, SRF financing, or revenue bond issuances. The following sections describe the method and the results of the financial evaluation. Because the financial forecast covers only the period FY24-FY28, it is not intended to project the costs of the entire CIP nor generate new cost estimates for the program. Instead, the CIP expenditures used in the financial model represent a realistic projection of the City's financial and managerial capacity to implement capital projects over the next 5 years.

5.2 Methodology and Model Description

Hazen developed an Excel-based financial model to estimate the City's total revenue requirements for its stormwater utility over the period FY24-FY28, and the annual and monthly fee per ERU to meet those requirements. As noted above, the objective of the revised Stormwater Fee will be to ensure that the Stormwater Utility Enterprise fund provides for a self-sustainable stormwater utility.

Critical to the model's accuracy are the assumptions regarding future costs including the cost of borrowing under the two CIP financing scenarios. Hazen used the FY22 operation costs as the baseline and escalated those costs based on discussions with Deerfield Beach staff. The major operation costs listed in the City's budget consists of two line items: 1) Personal Services and 2) Operating Expenses. After consultation with the City, these expenses were assumed to increase at an annual rate of 3.5% and 4.5%, respectively. The model assumes that elevated inflation will persist over the 5-year forecast and remain higher than historical rates. For purposes of this study, and to be conservative, the cost escalation rates are held steady throughout the forecast, although they can be adjusted in the model for future planning years if macroeconomic conditions change.

The financial model also accounts for a short-term recurring cost beginning in FY24 which is required to repay the \$2.2 million interfund loan to the Stormwater Utility (the Utility) from the Water and Sanitation Enterprise Fund. The purpose of this loan was to begin building the prioritized capital projects. The Stormwater Utility does not hold any long-term debt as all operation costs have been paid using the revenue generated by the stormwater fee.

Other key assumptions used in the financial model include the following:

- The Utility maintains an operating cash reserve of 120 days.
- Repayment of the interfund loan of \$2.2 million commences in FY24.
 - Under PayGo, the interfund loan is paid back in 3 years.
 - Under the two CIP Financed Scenarios, the interfund loan is rolled into the CIP loan.
- A 10 percent contingency factor is applied to operation costs and the CIP.¹
- The number of ERUs subject to the stormwater fee increases at an annual rate of 0.12 percent, which is the average growth rate from 2018-2022 (53,729 ERUs to 53,977 ERUs).

In addition, the model uses the following assumptions, developed in collaboration with the City, for the PayGo and the two CIP borrowing scenarios:

- Under PayGo funding, \$12.5 million is expended for the CIP, with a ramping up of annual expenditures over the 5-year forecast
- Under a SRF Loan or a similar subsidized government loan program:
 - Length of loan payback period is 20 years
 - Interest rate is 2.5 percent as described below
 - CIP Funds are borrowed in 3 tranches:
 - ♦ \$7.2 million in 2024,
 - ♦ \$5 million in 2026; and
 - ♦ \$5 million in 2028.
- Under a Revenue Bond Issuance:
 - Length of loan payback period is 20 years
 - Interest rate of 5.5 percent as described below
 - CIP Funds are borrowed in 3 tranches:
 - ♦ \$7.2 million in 2024,
 - ♦ \$5 million in 2026; and
 - ♦ \$5 million in 2028.

¹ For PayGo Scenario the CIP contingency is applied to the annual expenditures; for the financed scenarios, the contingency is applied to the debt service costs.

For both types of borrowing Deerfield Beach would be seeking to generate sufficient revenues to maintain a debt service coverage ratio of 1.50.² This ratio is not required by regulation but is strongly preferred by the City's financial policies.

The interest rates used for the borrowing costs are based on recent rates found for the Clean Water State Revolving Fund (CWSRF) program and a bond issuance for Tampa Bay Water. Specifically, Tampa Bay Water issued a revenue bond for its CIP in October 2022 and used a 5% interest rate in its prospectus.³ Given the ongoing increases in the Federal Reserve rates, a 5.5% interest rate at minimum would be reasonable for a bond issuance in the upcoming fiscal year for Deerfield Beach. Similarly, even SRF interests rates are likely to increase from their historic lows of 1 percent or even lower, the 2.5% rate was derived using the latest data from the Florida CWSRF and its interest rate calculator.⁴

The financial model was then used to forecast unadjusted and adjusted annual and monthly ERU fees for the period FY24 through FY28 for the three scenarios. The unadjusted forecast assumes that 100 percent of the parcels subject to the stormwater fee pay their bill within the same year that the fee is imposed. The adjusted fee assumes that 3 percent of the billed revenue is not collected. Accordingly, the annual revenue requirements were increased by 3 percent to ensure the stormwater fee would generate sufficient revenue to cover all costs. The 3 percent non-payment rate is based on the average percentage of billed ad-valorem taxes collected each year from 2017 to 2021. Specifically, over the past five years, Deerfield Beach collected approximately 97 percent of the ad-valorem tax revenue levied in the same year.⁵ This is the most appropriate metric because Deerfield Beach is proposing to transition the stormwater fee from customer's water bill to the annual tax bill as a separate line item.

5.3 Financial Modeling Results

The financial model forecasts the required fee to cover stormwater management costs including both operational costs and capital costs. **Tables 4, 5, and 6** present the annual total revenue requirements and resulting unadjusted and adjusted stormwater fee for the three scenarios. As shown in the tables, the PayGo alternative, as one would expect, would have the highest impact on the stormwater fee rate with the ERU rate more than doubling from \$3.75 per month to \$9.73 per month. Because the two financing alternatives amortize the capital expenditures over a longer period than does PayGo, the rate impacts are more gradual but will last longer. The equivalent monthly ERU fee would increase from the current fee of \$3.75 to \$6.26 and \$6.84 in FY28 for the SRF and revenue bond financing alternatives, respectively. The stormwater fee impact under the revenue bond alternative's higher interest rate is about 9% relative to a SRF type loan. However, it should be emphasized that the differential between a public subsidized loan and the bond market rate will depend on the timing of the borrowing and the availability of public funding for the proposed stormwater projects. Hence, the fee estimates presented in the study will need to be updated at the time Deerfield Beach selects the financing alternative to be used for funding these capital projects.

² Personal Communication Deerfield Beach Staff, Email to Hazen and Sawyer dated October 27, 2022

³ Preliminary Official Statement dated October 5, 2002, Tampa Bay Water

⁴ https://floridadep.gov/sites/default/files/SRF_Interest_Rate_Fact_Sheet_17.pdf;
<https://floridadep.gov/wra/srf/documents/cwsrf-affordability-calculation-using-census-places>

⁵ City of Deerfield Beach Annual Comprehensive Financial Report, Fiscal Year Ended September 30, 2021

Table 4: Scenario 1 - PayGo Financial Projections FY24-FY28

Expense Category	FY24	FY25	FY26	FY27	FY28
Personnel Services	\$655,460	\$678,401	\$702,145	\$726,721	\$752,156
Operating Expenses	\$978,211	\$1,022,230	\$1,068,231	\$1,116,301	\$1,166,535
Inter Fund Loan Payment	\$733,258	\$733,258	\$733,258	\$0	\$0
CIP Expenditures	\$2,000,000	\$2,100,000	\$2,300,000	\$3,000,000	\$3,100,000
Debt Service Annual Payment	\$0	\$0	\$0	\$0	\$0
Contingency (10%)	\$436,693	\$453,389	\$480,363	\$484,302	\$501,869
Operating Cash Reserve Requirement (120 days)	\$544,557	\$566,877	\$590,125	\$614,341	\$639,564
Total Revenue Requirement	\$5,348,179	\$5,554,156	\$5,874,123	\$5,941,664	\$6,160,123
Number of ERUs	54,102	54,164	54,227	54,289	54,352
Unadjusted Annual Fee	\$98.85	\$102.54	\$108.33	\$109.44	\$113.34
Unadjusted Monthly Fee	\$8.24	\$8.55	\$9.03	\$9.12	\$9.44
Adjusted Annual Fee	\$101.82	\$105.62	\$111.58	\$112.73	\$116.74
Adjusted Monthly Fee ⁶	\$8.48	\$8.80	\$9.30	\$9.39	\$9.73

Table 5: Scenario 2 - SRF Financial Projections FY24-FY28

Expense Category	FY24	FY25	FY26	FY27	FY28
Personnel Services	\$655,460	\$678,401	\$702,145	\$726,721	\$752,156
Operating Expenses	\$978,211	\$1,022,230	\$1,068,231	\$1,116,301	\$1,166,535
Inter Fund Loan Payment	\$0	\$0	\$0	\$0	\$0
CIP Expenditures	54,102	54,164	54,227	54,289	54,352
Debt Service Annual Payment	\$461,859	\$461,859	\$782,595	\$782,595	\$1,103,331
Contingency (10%)	\$209,553	\$216,249	\$255,297	\$262,562	\$302,202
Operating Cash Reserve Requirement (120 days)	\$544,557	\$566,877	\$590,125	\$614,341	\$639,564
Total Revenue Requirement	\$2,849,641	\$2,945,618	\$3,398,394	\$3,502,519	\$3,963,787

⁶ The adjusted fee assumes that 3 percent of the billed stormwater fee is not collected. As discussed in the text, the 3 percent non-payment is based on 5-years of data on the annual collection rate for the City's ad-valorem tax. Accordingly, the annual revenue requirements were increased by 3 percent to ensure the stormwater fee would generate sufficient revenue to cover all costs.

Expense Category	FY24	FY25	FY26	FY27	FY28
Number of ERUs	54,102	54,164	54,227	54,289	54,352
Unadjusted Annual Fee	\$52.67	\$54.38	\$62.67	\$64.52	\$72.93
Unadjusted Monthly Fee	\$4.39	\$4.53	\$5.22	\$5.38	\$6.08
Debt Service Coverage Ratio	2.63	2.70	2.08	2.12	1.85
Adjusted Annual Fee	\$54.25	\$56.01	\$64.55	\$66.45	\$75.12
Adjusted Monthly Fee⁶	\$4.52	\$4.67	\$5.38	\$5.54	\$6.26
Debt Service Coverage Ratio	2.82	2.89	2.21	2.25	1.96

Table 6: Scenario 3 - Revenue Bond Issuance Financial Projections FY24-FY28

Expense Category	FY24	FY25	FY26	FY27	FY28
Personnel Services	\$655,460	\$678,401	\$702,145	\$726,721	\$752,156
Operating Expenses	\$978,211	\$1,022,230	\$1,068,231	\$1,116,301	\$1,166,535
Inter Fund Loan Payment	\$0	\$0	\$0	\$0	\$0
CIP Expenditures					
Debt Service Annual Payment	\$602,491	\$602,491	\$1,020,888	\$1,020,888	\$1,439,284
Contingency (10%)	\$223,616	\$230,312	\$279,126	\$286,391	\$335,797
Operating Cash Reserve Requirement (120 days)	\$544,557	\$566,877	\$590,125	\$614,341	\$639,564
Total Revenue Requirement	\$3,004,336	\$3,100,313	\$3,660,516	\$3,764,641	\$4,333,336
Number of ERUs	54,102	54,164	54,227	54,289	54,352
Unadjusted Annual Fee	\$55.53	\$57.24	\$67.50	\$69.34	\$79.73
Unadjusted Monthly Fee	\$4.63	\$4.77	\$5.63	\$5.78	\$6.64
Debt Service Coverage Ratio	2.27	2.32	1.85	1.88	1.68
Adjusted Annual Fee	\$57.20	\$58.96	\$69.53	\$71.42	\$82.12
Adjusted Monthly Fee⁶	\$4.77	\$4.91	\$5.79	\$5.95	\$6.84
Debt Service Coverage Ratio	2.42	2.48	1.96	1.99	1.77

5.4 Comparison of Projected Stormwater Fees with Peer Stormwater Utilities in Florida

Inclusion of the CIP projects within the stormwater utility will impact future rates regardless of the financing alternative. Using the stormwater fee to fund these projects will generate a reliable stream of revenues not dependent on changing economic conditions and eliminating the need to compete with other agencies for a share of the City's annual budget. It is also equitable since the size of the fee imposed on a parcel corresponds to the demand the parcel imposes on the stormwater management system infrastructure.

It should also be noted that when put into context, the prospective rate increases fall well in line with the stormwater fees charged by Deerfield Beach's peer utilities in Florida. **Figure 4** shows current fees for Florida stormwater utilities of similar size and the projected FY28 stormwater fees for Deerfield Beach. As shown in the figure, the projected equivalent monthly fees for FY28 are substantially lower than the current fees imposed by Coral Springs, Tamarac, City of Palm Coast, and Cities of West Palm Beach and Ft. Lauderdale. Seven of the 14 stormwater utilities charge a higher rate in 2022, than the FY28 forecasted fee for Deerfield Beach using a SRF loan to finance the CIP.

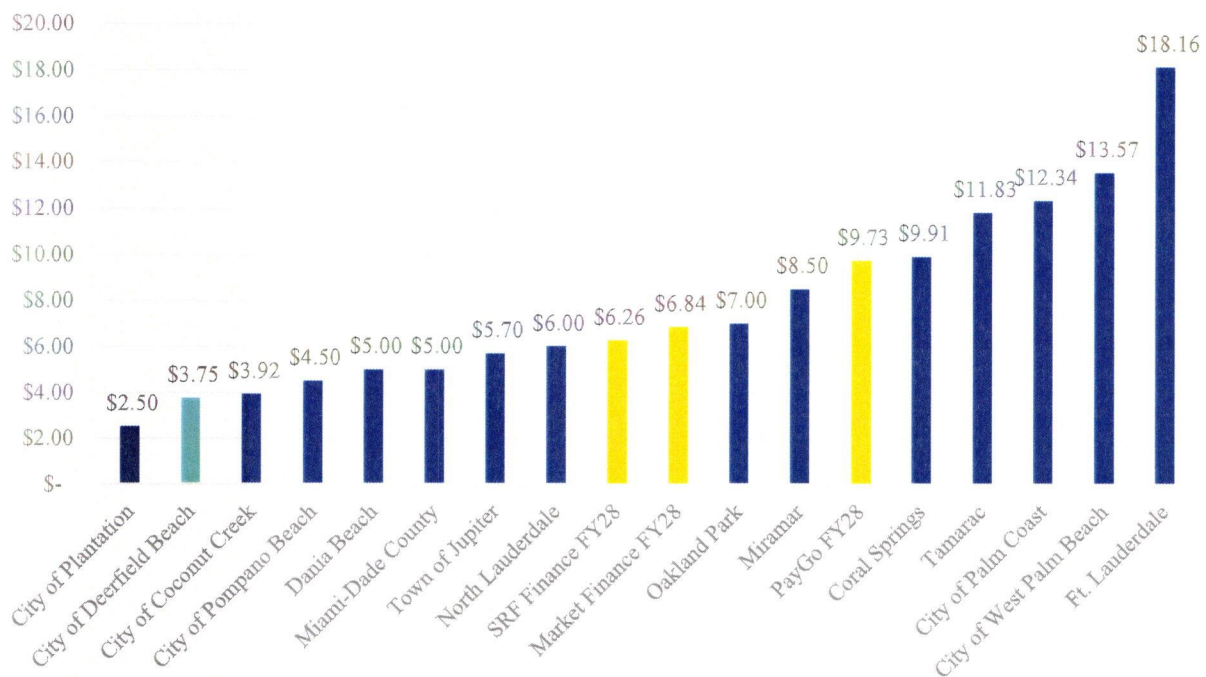


Figure 4: Comparison of Deerfield Beach Current and Scenario Forecasted ERU Fees Compared to Current Area Stormwater Utility Fees per ERU per Month

5.5 Conclusions

A 5-Year financial forecast was prepared to assist the City of Deerfield Beach in setting future stormwater fees based on an update of the ERUs subject to the fee. This forecast also addresses the need to cover both operation and maintenance costs and the CIP expenditures through the Stormwater Enterprise Fund. Stormwater fees were estimated under three financing alternatives. The forecast was prepared using an Excel-based model developed specifically for this project and which will be transferred to the City's Department of Financial Services. The financial model incorporates conservative assumptions regarding future operating costs as well as a contingency factor and a 120-day cash reserve requirement. **Table 7** summarizes the projected trajectory of the required monthly stormwater fee per ERU from FY24 -FY28, under PayGo, SRF financing, and revenue bond issuance for the CIP funding.

Table 7: Projected Monthly Equivalent of Stormwater Fee per ERU under Three Financing Scenarios

Financing Alternative	FY24	FY25	FY26	FY27	FY28
PayGo	\$8.48	\$8.80	\$9.30	\$9.39	\$9.73
SRF Financing	\$4.52	\$4.67	\$5.38	\$5.54	\$6.26
Revenue Bond Financing	\$4.77	\$4.91	\$5.79	\$5.95	\$6.84

As shown in Table 7, the PayGo alternative results in a steeper increase in the stormwater fee but would result in a shorter period in which the CIP costs would be paid off. The two financing options would smooth the level of the fee over time and result in a more protracted but gradual fee increase to cover the CIP costs. However, as shown in Figure 4, Deerfield Beach's stormwater fee would in FY28 remain lower than the current fee charged by several of its peer stormwater utilities under all three scenarios.

March 9, 2018

To: Thomas Good, PE / City of Deerfield Beach

From: Chris D. Meline

Stormwater Utility Study Project Summary

Introduction

The City of Deerfield Beach, Florida has completed a study to investigate and assist in the implementation of a stormwater utility that would provide dedicated funding to support stormwater related operations and capital improvements.

The City operates and maintains a stormwater management system which provides service within the incorporated limits of the City. This system is comprised of swales, ditches, canals, culverts, storm sewers, control structures, etc., and the City is responsible for replacing, upgrading and extending this system as necessary to provide adequate flood protection and drainage. In addition to dealing with the drainage element of stormwater management, the City must address the environmental and water quality aspects. Balancing the requirements of providing adequate levels of flood protection and drainage while protecting the environment and receiving water quality is a challenge which requires a comprehensive plan and dedicated funding.

Implementation of a stormwater fee by the City will help address these challenges. To support the successful implementation of a program to fund stormwater management, the Stormwater Utility Study included the following:

- Preliminary Data Review and Utility Assessment – Available data sources were evaluated for suitability and completeness, which are critical relative to rate equity, utility organization and the development of a suitable rate structure.
- Preliminary Estimation of Costs, Revenues and Funding Requirements – Initial estimates of utility revenue were provided based on service area parcel characteristics and typical regional ERU (equivalent residential unit) impervious dimensional information.
- A stormwater utility 5-year financial forecast was developed that focused on both expected operating and capital obligations.

- **Utility Rate Structure** – A stormwater utility billing structure was developed based on the Equivalent Residential Unit (ERU) which was derived through a process of measurement and statistical analysis of the impervious area of residential parcels within the City’s service area. Non-residential parcels within the City were individually measured to create unique ERU profiles.
- **Stormwater Billing Master File Development** – A preliminary stormwater utility billing roll was assembled that is consistent with the requirements of the City’s utility billing system.

Data Review

Like other types of public utilities, a Stormwater Utility’s revenue is generated from charges collected from an array of customers that utilize the utility’s services. For water and wastewater utilities, individual customer fees are commensurate with the relative amount of treatment and transmission services utilized, typically measured in gallons of water consumed or wastewater treated. Stormwater charges are typically based on the relative amount of stormwater that is generated by a customer and subsequently managed by a Stormwater Utility. The stormwater charge that an individual customer (parcel owner or occupant) is charged is based on the characteristics of the parcel, including its dimensions and the nature and extent of associated development.

Stormwater utilities typically focus on the attribute of impervious area when determining the amount of stormwater services used by an individual customer. Impervious area refers to those portions of a parcel of land where the land surface has been altered by development such that rainwater cannot percolate into the ground and therefore runs off the parcel and must be managed in some fashion by the Stormwater Utility.

As might be expected, the development of a Stormwater Utility focuses very heavily on discovering the characteristics of customers’ parcels so that an appropriate charge can be assigned. Task 1 of this Stormwater Utility Study focused on the analysis of available parcel data to develop a clear understanding of parcels comprising the City. The data analyses were intended to achieve the following goals:

- Categorize the many thousands of parcels into logical groups that would aid in the development of a utility billing structure;
- Determine the average impervious area of residential parcel categories, and
- Determine the specific impervious area of individual properties within nonresidential and certain multi-family residential categories.

Task 1 of the project included acquisition and analysis of parcel datasets and the evaluation of alternative Stormwater Utility billing rate structures in light of those analytical findings.

As noted above, data providing detailed characteristics of properties lying within the City's service area provide the basis for a Stormwater Utility billing system. Four datasets were central to the process of rate structure and billing system development. All are data products provided by the Broward County Property Appraiser (BCPA) and include:

- GIS Parcel Data
- Tax Roll
- GIS Condo Label Data
- 2015 Color Aerials Hi-Res All County

The BCPA GIS parcel data is an array of GIS polygons that provide both the location and dimensions of every parcel within the County. As its associated attribute table is very limited, the BCPA Tax Roll data table was joined to the parcel polygon dataset to provide a spatial database with over 240 fields of attribute data. As the GIS polygon data can only describe the parcel space in two dimensions, properties that have multiple owners vertically, such as condominiums and cooperative residences (coop), are not appropriately represented. For multistory/multi-owner properties, the BCPA provides its GIS Condo Label Data, which provides information for every condo or coop unit that is located above the ground floor of such residences.

The analytic process associated with the development of a stormwater billing system requires that parcels be evaluated in regard to their individual impervious area, that is, the space within the boundary of a parcel that is covered with any type of material that will not allow rainwater to penetrate the soil. Buildings, driveways, sidewalks, and pool decks are all representative components of a parcel's impervious area. As it would be impractical from both a physical and financial perspective to obtain required measurements directly, high resolution aerial photography in conjunction with the features and functions of a GIS system are used to provide a substitute method. The Broward County's most recent high resolution aerial photography provides a visual surface where impervious features can be identified and associated dimensions can be documented.

Data Analysis

The goal of the initial high level review of the BCPA parcel data was to provide a broad characterization of the great array of service area parcels. **Table 1** provide a statistical representation of service area parcels by principal categories based on BCPA Use Codes.

Table 1: Major Service Area Parcel Categories

Category	Number of Parcels	Percent of Parcels	Acres	Percent of Acres
Vacant Residential	609	1.59%	101	1.02%
Vacant Non-Residential	159	0.42%	217	2.19%
Residential	33,246	86.86%	3,070	31.02%
Commercial	739	1.93%	1,350	13.64%
Industrial	671	1.75%	1,033	10.44%
Institutional	83	0.22%	214	2.17%
Government	217	0.57%	937	9.47%
Other	18	0.05%	52	0.52%
Total	35,742	--	6,975	--
Rights of Way & Water	1,311	3.43%	1,952	19.73%
Duplicate Parcels	1224	3.20%	970	9.80%
Grand Total	38,277	100.00%	9,897	100.00%

Table 2 presents the distribution of residential parcels by residential subcategory.

Table 2: Residential Parcel Subcategories

Category	Parcels	Percent of Parcels	Dwelling Units	Percent of Dwelling Units
Single Family	8,779	26.41%	8,779	21.44%
Townhomes	5,598	16.84%	5,598	13.67%
Mobile Homes	393	1.18%	393	0.96%
Duplex	355	1.07%	710	1.73%
Triplex	41	0.12%	123	0.30%
Quadplex	82	0.25%	328	0.80%
Condo/Coop	17,504	52.65%	17,504	42.74%
Multifamily 10 + Dwelling Units	78	0.23%	7119	17.38%
Multifamily 5 - 9 Dwelling Units	63	0.19%	402	0.98%
Misc. Residential	353	1.06%	0	0.00%
Total	33,246	100.00%	40,956	100.00%

Table 2 shows that condominium and cooperative parcels (units) comprise the largest group (by parcel) of residential properties with about 52 percent, followed by single family residences (SFR, 26 percent) and townhomes (16 percent). There are significantly smaller numbers of multi-family type parcels. Larger multifamily apartment properties with more than 10 units account for only 78 parcels, but provide approximately 17 percent of available dwelling units.

The residential subcategories shown in **Table 2** is important in that some or all might be included within one or more groups of parcels that will be billed for stormwater services using fixed stormwater fees. That is, all parcels within the residential category or all parcels within a specific subcategory would be assigned the same stormwater charge, regardless of their specific impervious areas. Using a fixed fee structure for residential customers provides a significant and essential amount of administrative simplicity to the Utility’s revenue collection system by assigning stormwater charges to broad classes of parcels rather than individually. This approach to revenue collection has been adopted by most stormwater utilities in Florida and elsewhere.

It should be noted that the assignment of Use Codes and Building Units by BCPA is not perfectly consistent across all residential parcels. For example, some mobile homes might be assigned the mobile home use code of “02”, while others the SFR Use Code of “01”. Because of the large number of parcels that are a part of the Stormwater Utility billing development process, and because there is no accepted and automated routine available for making needed adjustments, BCPA Use Code assignments were accepted “as-is”.

Impervious Area Determination

As noted above, impervious area is the overall driver for determining the charge which customers will be billed for stormwater services provided by the Utility. From a billing prospective, every non-exempt parcel within the Utility's service area must have an impervious area associated with it, either by direct measurement or as a member of a fixed-fee residential class.

Non-Residential Parcels

As previously mentioned, non-residential parcels had their impervious areas determined explicitly using a method involving GIS functionality with high resolution aerial photography. Once drawn, the area of the impervious polygon is automatically calculated by the GIS platform and is permanently associated with the parcel's folio number. This process was repeated for the approximately 2,900 non-residential and select residential parcels (multi-family with more than four dwelling units, vacant and HOA/POA common areas).

Residential Parcels

The impervious area determination of the bulk of residential parcels was handled differently. The combined number of low-density residential parcels and condominiums precludes the option of individual parcel measurement. Instead, a statistical sampling approach was used to identify the average impervious area of each of the following residential subcategories.

- Single Family Residential
- Townhome
- Mobile Home
- Duplex
- Triplex
- Quadplex
- Condo/Coop

For each residential subcategory, a random sample of parcels was selected and measured for impervious area. Impervious area polygons were drawn for each of the randomly sampled parcels of the residential subcategories. A sample mean was calculated for each. Population sizes and sample sizes as well as mean impervious area for each residential subcategory are presented in **Table 3**.

Table 3: Sample Sizes of Measured Residential Subcategories

Residential Subcategory	Sample Size	Number of Parcels	Percent of Total Residential Parcels	Mean Impervious Area (ft²)	% of Single Family Impervious Area	Proposed ERU
SFR	183	8,779	26.80%	2,788	100%	1.0
Townhouse	140	5,598	17.09%	1,875	67%	0.67
Mobile	103	393	1.20%	2,607	94%	0.94
Duplex	101	355	1.08%	3,911	140%	1.4
Triplex	32	41	0.13%	5,518	198%	1.98
Quadplex	52	82	0.25%	5,513	198%	1.98
Condo	99	17,504	53.44%	1,204	43%	0.43
Mean	101	--	--	3,345	--	--

The mean impervious area for condominiums was derived somewhat differently from the other subcategories as most condominium units, given that they often exist within a three-dimensional parcel space, cannot be measured directly using aerial photography. The impervious area of the condominium or coop complex, be it a single building or a complex of buildings, was measured. The measured impervious area for each complex was divided by the number of associated dwelling units shown on the BCPA GIS parcel layer plus those listed within the Condo Labels layer, resulting in value corresponding to the impervious area per unit. The value shown in **Table 3** (1,204 ft²) represents the average impervious area for 101 such complexes within the random sample. This approach allows condominiums to be treated as a fixed fee billing category as are the low density residential subcategories.

Rate Structures

ERU Derivation

The development of a suitable stormwater management rate structure is foundational in the development of a utility's stormwater management fund. The rate structure provides a framework for apportioning the costs associated with managing the Utility's stormwater assets and systems to its customer base. As noted earlier, the rate structure used by a utility should be one that apportions the financial costs to customers in a manner that implies criteria of equity, efficiency, revenue adequacy, administrative simplicity and legal defensibility.

Central to the determination of a Stormwater Utility's rate structure is the definition of the basic billing unit. Water or wastewater utilities typically use a measured volumetric revenue unit, such

as thousand gallons/month in billing for these services, based on data provided by customer water meters. As expressed earlier, stormwater utilities do not have the ability to use a measured unit and hence must use a proxy to express the extent of a customer's consumption of stormwater services provided by the Utility. That proxy is a customer's total impervious area which is essentially a representation of the parcel's stormwater run-off potential. The typical billing unit used by stormwater utilities is the Equivalent Residential Unit, or ERU (or sometimes Equivalent Stormwater Unit, ESU). An ERU is usually based on a standard impervious area, measured in square feet. For example, 1 ERU = 2,000 ft² impervious.

Determining the number of square feet that will be used for defining a Stormwater Utility's ERU is fundamental to creating a useful rate structure. It is typical for ERUs to be a function of the average impervious area of one or more residential parcel type subcategories. A common approach is to focus on the impervious area of detached single family homes (SFR). Applying the SFR approach to Deerfield Beach results in the ERU being defined as 2,788 ft².

It is common for a Stormwater Utility to implement a tiered approach to ERU definition and application. In such a case, the ERU is often based solely on the SFR impervious area, but would be applied to the other residential subcategories by using a multiplier that is defined as the approximate ratio of the subcategory impervious area to the SFR impervious area. **Table 4** presents an array of such multipliers derived for Deerfield Beach when the SFR impervious area is used as the base unit.

Table 4: Tiered ERU Multipliers Base on the SFR Impervious Area

Parcel Subcategory	% of SFR	Proposed ERU Multiplier
SFR	100%	1.00
Townhouse	67%	0.67
Mobile	94%	0.94
Duplex	140%	1.40
Triplex	198%	1.98
Quadplex	198%	1.98
Condo	43%	0.43

The tiered approach provides a more equitable rate structure in that the actual fee that residential properties are charged is commensurate with its subcategory's average impervious foot print. The use of such multipliers does however add a small degree of complexity to the ongoing management and maintenance of the Stormwater Utility billing roll. The propose rate structure is summarized in **Table 5**.

Table 5: Rate Structure Summary

Classification	No. of ERUs / Parcel
Detached Single Family	1.00
Condo/Coop	0.43
Mobile	0.94
Townhouse	0.67
Duplex	1.40
Triplex	1.98
Quadplex	1.98
Residential with >4 dwelling units	Impervious Area sq. ft. / 2,788 sq. ft.
Non-residential	Impervious Area sq. ft. / 2,788 sq. ft.
Vacant (undeveloped) Residential/Non-Residential	Impervious Area sq. ft. / 2,788 sq. ft.

Estimation of Costs, Revenue and Funding Requirements

The Single Family Residential (SFR) rate structure is characterized in **Table 6**. The ERU multiplier adjusts the residential ERU for non-SFR property types based on the average measured impervious area of each category. For example, within the City's service area, townhouse parcels have an average impervious area that is 0.67 that of the SFR parcels. For stormwater billing purposes, each townhouse parcel would be assigned 0.67 ERU.

Table 6: Stormwater Rate Structure

Category	ERU Multiplier	ERUs
SFR	1.00	8,779
Townhouse	0.67	3,765
Mobile	0.94	368
Duplex	1.40	498
Triplex	1.98	81
Quadplex	1.98	162
Condo	0.43	7,559
Total Residential ERUs	--	21,212
% Residential	--	39%
Non-Residential ERUs	--	32,517
% Non-Residential	--	61%
Total ERUs	--	53,729

Table 6 also shows that non-residential parcels, all of which have been measured for their impervious area, generate over 32,000 ERUs. With the rate structure determined, it is possible to move toward the derivation of a stormwater billing rate, based on the future spending requirements of the utility.

Hazen has worked closely with City staff to develop a five-year operating budget for the stormwater utility. The detailed budget is presented in **Table 7**. Expenditures in all categories were estimated for fiscal year 2019, then projected for fiscal years 2020 through 2023 using a cost deflator of 1.25. Total expenditures for 2019 were estimated to be approximately \$2,371,000.

Table 7: Estimated Stormwater Operating Budgets FY 2019 through FY 2023

Acct No.	Account Description	FY19	FY20	FY21	FY22	FY23
10-01	Regular Salary	348,233	356,727	365,645	374,786	384,156
10-02	Overtime	25,000	25,625	26,266	26,922	27,595
10-03	Longevity	-	-	-	-	-
10-05	Part-Time Salaries / Wages	-	-	-	-	-
10-12	Sick Leave Conversion Pay	5,000	15,375	15,759	16,153	16,557
10-25	Clothing Allowance	5,000	5,125	5,253	5,384	5,519
11-01	FICA	35,800	30,818	31,588	32,378	33,187

Acct No.	Account Description	FY19	FY20	FY21	FY22	FY23
12-04	ICMA Pension Plan	34,000	31,818	32,614	33,429	34,265
23-00	Insurance Svcs Allocation	148,500	51,250	52,531	53,845	64,883
30-03	Programming/Software	5,000	5,250	5,513	5,788	6,078
32-99	Other Contractual Service	440,000	250,000	250,000	250,000	250,000
35-04	Office Supplies	2,000	2,100	2,205	2,315	2,431
35-11	Chemicals	5,000	5,125	5,253	5,384	5,519
35-13	Minor Equip, Tools, Hardware	25,000	25,625	26,266	26,922	27,595
35-25	Material to Maintain Equipment	5,000	5,125	5,253	5,384	5,519
35-27	Material to Maintain Other	10,000	10,250	10,506	10,769	11,038
35-99	Other Commodities	10,000	10,250	10,506	10,769	11,038
36-03	Rental of Equipment	15,000	15,750	16,538	17,364	18,233
36-09	Copier Lease	2,500	2,563	2,627	2,692	2,760
38-02	Vehicle Painting	1,500	1,538	1,576	1,615	1,656
38-03	Auto Body Repair	2,500	2,563	2,627	2,692	2,760
38-04	Gasoline	25,000	25,625	26,266	26,922	27,595
38-05	Diesel Fuel	15,000	15,375	15,759	16,153	16,557
38-06	Material to Maintain Vehicles	10,000	10,250	10,506	10,769	11,038
38-07	Tires	2,500	2,563	2,627	2,692	2,760
38-08	Batteries	1,500	1,538	1,576	1,615	1,656
38-09	Oil and Lubricants	1,000	1,025	1,051	1,077	1,104
39-01	Travel and Training	10,000	10,250	10,506	10,769	11,038
39-02	Printing	1,000	1,025	1,051	1,077	1,104
39-22	Laundry and Cleaning	5,000	5,125	5,253	5,384	5,519
39-29	Gov't Fees and Permits	10,000	10,250	10,506	10,769	11,038
39-35	Dues and Memberships	5,000	5,125	5,253	5,384	5,519
39-57	Public Awareness	10,000	10,250	10,506	10,769	11,038
39-99	Contingency	10,000	10,500	11,025	11,576	12,155
60-21	Capital Outlay / Buildings	25,000	25,625	26,266	26,922	27,595
60-31	Improvement Other than Buildings	500,000	250,000	400,000	400,000	400,000
60-41	Automotive Equipment	50,000	150,000	250,000	100,000	50,000
60-42	Office Machinery and Equipment	5,000	5,125	5,253	5,384	5,519
60-43	Other Machinery and Equipment	<u>15,000</u>	<u>15,375</u>	<u>15,759</u>	<u>16,153</u>	<u>16,557</u>
	Total Operating	1,826,033	1,407,900	1,677,687	1,548,012	1,528,580

Acct No.	Account Description	FY19	FY20	FY21	FY22	FY23
	Renewal and Replacement	182,603	302,985	232,920	218,402	225,457
	General Fund Transfers	162,796	145,433	142,857	192,194	198,402
	Loan Repayment - Utility	200,000	200,000	200,000	200,000	200,000
	Transfers to Debt Svc Sinking Fund	-	-	-	<u>500,000</u>	<u>500,000</u>
	Total Stormwater Fund Expenses	<u>2,371,432</u>	<u>2,056,318</u>	<u>2,253,464</u>	<u>2,658,608</u>	<u>2,652,438</u>

Table 8 presents a framework for estimating the stormwater billing rate necessary to cover the utility's operating costs and debt service for the fiscal years 2019 through 2023. The table summarizes expenditure elements within the detailed budget for the years FY19 through FY23 as well as estimated revenue based on the net ERUs available for billing. Net ERUs were determined by subtracting estimates of uncollectable ERUs (due to utility bill payment delinquency and account dormancy at 5% of available ERUs) and credits for private on-site stormwater management (5% of non-residential and multifamily residential with more than 4 dwelling units).

Table 8 presents a billing rate of \$4.05, which was determined by iteratively adjusting the rate until a cumulative net balance within the stormwater enterprise fund was achieved in each of the five fiscal years. Cumulative net balance for each year is arrived at by adding the fund balance from the previous year to a given year's available revenue. This allows for revenue shortfalls that occur in the fourth and fifth years of the utility financial forecast.

As shown in **Table 8**, a stormwater billing rate of \$4.05 results in a cumulative net fund balance of nearly \$376,000 in FY20. Due to transfers from the stormwater fund to the Debt Service Sinking Fund of \$500,000 per year in FY22 and FY23, the cumulative net fund balance is reduced to just over \$110,000 in FY23. If these transfers are to continue in subsequent years, an increase in the stormwater billing rate will likely be required.

**Table 8: Cumulative Stormwater Utility Enterprise Fund Cumulative Net Balance
FY 2029 through FY 2013 Using SFR Based Rate Structure**

SFR Based Tier Rate Structure	FY19	FY20	FY21	FY22	FY23
Net ERUs	49,293	49,548	49,804	50,062	50,321
Billing Rate	\$4.05	\$4.05	\$4.05	\$4.05	\$4.05
Total Net Revenue	\$2,395,618	\$2,408,021	\$2,420,487	\$2,433,014	\$2,445,605
Total Operating	\$1,826,033	\$1,407,900	\$1,677,687	\$1,548,012	\$1,528,580
Renewal and Replacement	\$182,603	\$302,985	\$232,920	\$218,402	\$225,457
General Fund Transfers	\$162,796	\$145,433	\$142,857	\$192,194	\$198,402
Loan Repayment - Utility	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000
Transfers to Debt Svc Sinking Fund	\$0	\$0	\$0	\$500,000	\$500,000
Total Stormwater Fund Expenses	\$2,371,432	\$2,056,318	\$2,253,464	\$2,658,608	\$2,652,438
Surplus / Shortfall	\$24,186	\$351,704	\$167,022	-\$225,594	-\$206,834
Cumulative Net Balance	-	\$375,889	\$542,911	\$317,318	\$110,484

Utility Benchmarking Review

The Florida Stormwater Association (FSA) conducts a bi-annual Survey of Stormwater Utilities in the state. In its Stormwater Utilities Survey 2016, FSA reported that there were (to the best of its knowledge) approximately 165 stormwater utilities in the state. A total of 124 municipalities that have an existing stormwater utility responded to the FSA 2016 survey questionnaire. Of these respondents, 22 stormwater utilities have been established since 2005 and 95 percent of all the stormwater utilities serve cities. FSA reports that the average 2016 rate in the state (among the utilities reporting) was \$6.53/ERU/Month with a low of \$0.75/ERU/Month and a high of \$13.77/ERU/Month. **Table 9** provides a comparison of ERU billing rate, ERU size and billing rate per 1,000 sq. ft. of ERU size for a number of the existing stormwater utilities within southeast Florida.

Table 9: South Florida Stormwater Comparative Rates and ERUs

Municipality	Rate (\$/ERU/Mo)	ERU (ft²)	\$/1,000 ft²
Miami Beach	\$22.67	791	\$28.66
Key Biscayne	\$13.40	1,083	\$12.37
Fort Lauderdale	\$10.00	N/A	N/A
Tamarac	\$9.19	1,830	\$5.02
Pembroke Park	\$9.00	1,548	\$5.81
Coral Gables	\$8.20	2,346	\$3.50
Key West	\$7.90	1,440	\$5.49
Sunrise	\$6.82	1,884	\$3.62
Lake Worth	\$6.30	1,748	\$3.60
Oakland Park	\$6.00	1,507	\$3.98
Delray Beach	\$5.33	2,502	\$2.13
North Miami Beach	\$4.50	1,800	\$2.50
Riviera Beach	\$4.50	1,920	\$2.34
Wilton Manors	\$4.37	3,460	\$1.26
Jupiter	\$4.37	2,651	\$1.65
Miami-Dade County	\$4.00	1,548	\$2.58
Miami Gardens	\$4.00	1,548	\$2.58
Pinecrest	\$4.00	1,548	\$2.58
Miami Springs	\$3.67	N/A	N/A
Hallandale Beach	\$3.35	958	\$3.50
Boca Raton	\$3.28	2,837	\$1.16
Pompano Beach	\$3.21	2,880	\$1.11
North Lauderdale	\$3.00	2,138	\$1.40
Coconut Creek	\$3.46	270	\$12.81
Broward Average	\$5.84	2,170	\$4.69
SE Florida Average	\$6.57	1,520	\$4.32
Florida Average	\$5.60	3,031	\$1.85

Preliminary Billing Roll

A preliminary billing roll has been prepared for integration with the City's existing utility billing system. For parcels within the City's stormwater service area other than those falling within the right-of-way or water body categories, an ERU assignment has been made. For residential parcels with four or fewer dwelling units, ERUs were assigned based on values shown in **Table 6**. Non-residential parcels, non-residential parcels with five or greater dwelling units, and residential and non-residential vacant parcels were assigned ERUs based on the individually measured impervious area divided by 2,788, the size of the SFR based ERU in square feet.



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2024-331

Agenda Date: 7/9/2024

Status: DEPARTMENTAL BUSINESS

In Control: City Commission

Title

Resolution 2024/ - A Resolution of the City of Deerfield Beach, Florida, relating to the provision of fire rescue services, facilities and programs in the City of Deerfield Beach, Florida; establishing the estimated rates for fire rescue assessments for the fiscal year beginning October 1, 2024; directing the preparation of an assessment roll; providing for a vacancy adjustment procedure; authorizing a public hearing and directing the provision of notice thereof; and providing an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

In Fiscal Year 2019, a full study of the City's fire assessment fee was conducted by Government Services Group, Inc. ("GSG") to determine the adequacy of the City's fire assessment rates. It was determined that the previous fire assessment charged to property owners was not covering all the assessable costs to provide fire protection services. Per the GSG study, based on a 100% funding of the projected five-year average assessable costs, the residential rate would be \$301 per residential dwelling. The City Commission ultimately adopted a fire rescue assessment rate of \$235 per residential dwelling for Fiscal Year 2020 and subsequently for Fiscal Year 2021 and Fiscal Year 2022.

During Fiscal Year 2022, a full updated study of the City's fire assessment fee was conducted by Anser (formerly GSG) to determine the adequacy of the City's fire assessment rates. It was determined that the previous fire assessment fee charged to property owners still did not cover all the assessable costs to provide fire protection services. Per the study, based on a 100% funding of the projected five-year average assessable costs, the residential rate would be \$372 per residential dwelling. For FY 2024, the Commission adopted a fire assessment rate of \$315 per residential dwelling unit, with an estimated net revenue of \$17.5 million. This fee represents approximately 85% of the costs to provide fire services.

Current Activity

During budget development for Fiscal Year 2025, the City received BSO's Fire-Rescue cost consideration request of \$36 million, or approximately \$2.4 million (7.08%) increase over FY2024. Those costs will also be in addition to the capital costs for fire apparatus (\$2M ladder truck), retirement costs (\$5.7M) for former City firefighters, and health costs (\$4M) related to the City's Firefighter Pension plan.

The current adopted fire assessment rate is \$315 per residential unit, and generates net revenues of approximately \$17.5 million. Based on the latest study, this captures approximately 85% of the allowable costs. The remaining portions of the fire costs (approximately \$5.9 million) are primarily covered by revenues generated from ad valorem revenues (millage).

Enclosed is the preliminary rate resolution for FY 2025, establishing the rate of \$325 to be advertised on the TRIM notice. With the \$10 annual adjustment to the per residential unit rate, the assessment would generate approximately \$17.9 million for fire services, leaving a gap of \$5.5 million. The preliminary resolution has been drafted at a fire assessment rate of \$325 per equivalent residential dwelling unit. However, the Commission may adopt a \$372 per residential dwelling unit, which equates to 100% funding for fire related services based on the latest study. This fire assessment revenue is dedicated to the funding of the fire services. Portions of the fire services not covered by the Fire Assessment will primarily be funded from the General Fund.

Enclosed is the preliminary rate resolution for FY 2025, establishing the rate of \$325 per equivalent residential dwelling unit to be advertised on the TRIM notice. The final rate resolution for FY 2025 is scheduled to be considered in September 2024, at which time the Commission will adopt the final fire assessment rate for FY 2025.

Staff recommends that the Commission adopt the preliminary fire assessment rate of \$325 per equivalent residential dwelling unit for inclusion on the TRIM notice.

Recommendation

Staff recommends adoption of the Resolution, establishing a preliminary fire assessment rate for FY 25.

CITY OF DEERFIELD BEACH, FLORIDA

**PRELIMINARY RATE RESOLUTION
RESOLUTION NO. 2024/____**

ADOPTED JULY 9, 2024

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RESOLUTION NO. 2024/____

A RESOLUTION OF THE CITY OF DEERFIELD BEACH, FLORIDA, RELATING TO THE PROVISION OF FIRE RESCUE SERVICES, FACILITIES AND PROGRAMS IN THE CITY OF DEERFIELD BEACH, FLORIDA; ESTABLISHING THE ESTIMATED RATES FOR FIRE RESCUE ASSESSMENTS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024; DIRECTING THE PREPARATION OF AN ASSESSMENT ROLL; PROVIDING FOR A VACANCY ADJUSTMENT PROCEDURE; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF NOTICE THEREOF; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. AUTHORITY. This resolution is adopted pursuant to the provisions of the Fire Rescue Assessment Ordinance, No. 2002/003 (the "Ordinance"), the Amended and Restated Initial Assessment Resolution (Resolution No. 2022/121), the Amended and Restated Final Assessment Resolution (Resolution No. 2022/157), the City Charter of the City of Deerfield Beach, Article VIII, Section 2 of the Florida Constitution, Sections 166.021 and 166.041, Florida Statutes, and other applicable provisions of law.

SECTION 2. PURPOSE AND DEFINITIONS.

(A) This resolution constitutes the Preliminary Rate Resolution as defined in the Ordinance which initiates the annual process for updating the Assessment Roll and directs the reimposition of Fire Rescue Assessments for the Fiscal Year beginning October 1, 2024.

(B) All capitalized words and terms not otherwise defined herein shall have the meanings set forth in the Ordinance, the Amended and Restated Initial Assessment Resolution, and the Amended and Restated Final Assessment Resolution. Unless the

context indicates otherwise, words imparting the singular number include the plural number, and vice versa.

SECTION 3. PROVISION AND FUNDING OF FIRE RESCUE SERVICES.

(A) Upon the reimposition of a Fire Rescue Assessment for fire rescue services, facilities, or programs against Assessed Property located within the City, the City shall provide fire rescue services to such Assessed Property. All or a portion of the cost to provide such fire rescue services, facilities, or programs shall be funded from proceeds of the Fire Rescue Assessments. The remaining cost, if any, required to provide fire rescue services, facilities, and programs shall be funded by available City revenues other than Fire Rescue Assessment proceeds.

(B) It is hereby ascertained, determined, and declared that each parcel of Assessed Property located within the City will be benefitted by the City's provision of fire rescue services, facilities, and programs in an amount not less than the Fire Rescue Assessment imposed against such parcel, computed in the manner set forth in this Preliminary Rate Resolution.

SECTION 4. IMPOSITION AND COMPUTATION OF FIRE RESCUE ASSESSMENTS. Fire Rescue Assessments shall be imposed against all Tax Parcels within the Property Use Categories. Fire Rescue Assessments shall be computed in the manner set forth in this Preliminary Rate Resolution.

SECTION 5. LEGISLATIVE DETERMINATIONS OF SPECIAL BENEFIT AND FAIR APPORTIONMENT. The legislative determinations of special benefit and fair apportionment embodied in the Ordinance, the Amended and Restated Initial Assessment

Resolution 2024/____

Resolution, and the Amended and Restated Final Assessment Resolution are affirmed and incorporated herein by reference.

SECTION 6. APPORTIONMENT METHODOLOGY.

(A) The Cost Apportionment embodied in Section 6 of the Amended and Restated Initial Assessment Resolution is affirmed and incorporated herein by reference.

(B) The Cost Factor set forth in Section 7 of the Amended and Restated Initial Assessment Resolution is hereby affirmed and incorporated herein by reference.

(C) Parcel Apportionment set forth in Section 8 of the Amended and Restated Initial Assessment Resolution is hereby affirmed and incorporated herein by reference.

(D) It is hereby acknowledged that the Cost Apportionment, Cost Factor and Parcel Apportionment methodologies described and determined in the Amended and Restated Initial Assessment Resolution are to be applied in the calculation of the estimated Fire Rescue Assessment rates established in Section 7 of this Preliminary Rate Resolution.

SECTION 7. DETERMINATION OF FIRE RESCUE ASSESSED COSTS; ESTABLISHMENT OF ANNUAL FIRE RESCUE ASSESSMENTS.

(A) The estimated Fire Rescue Assessed Cost to be assessed and apportioned among benefitted parcels pursuant to the Cost Apportionment and the Parcel Apportionment for the Fiscal Year commencing October 1, 2024, is \$20,396,118.00.

(B) The estimated Fire Rescue Assessments to be assessed and apportioned among benefitted parcels pursuant to the Cost Apportionment and Parcel Apportionment to generate the estimated Fire Rescue Assessed Cost for the Fiscal Year commencing October 1, 2024, are hereby established as follows for the purpose of this Preliminary Rate Resolution:

**FIRE RESCUE ASSESSMENTS
FISCAL YEAR 2024-2025**

RESIDENTIAL PROPERTY USE CATEGORY	Rate Per Dwelling Unit			
Residential	\$325.00			
NON-RESIDENTIAL PROPERTY USE CATEGORIES	Building Classification (in square foot ranges)	Commercial	Industrial/ Warehouse	Institutional
	< 1,999	\$514	\$155	\$1,487
	2,000 - 3,499	\$1,028	\$309	\$2,974
	3,500 - 4,999	\$1,799	\$540	\$5,203
	5,000 - 9,999	\$2,570	\$771	\$7,433
	10,000 - 19,999	\$5,139	\$1,542	\$14,866
	20,000 - 29,999	\$10,278	\$3,083	\$29,731
	30,000 - 39,999	\$15,417	\$4,624	\$44,596
	40,000 - 49,999	\$20,555	\$6,165	\$59,462
	> 49,999	\$25,694	\$7,706	\$74,327

(C) The following exemptions shall apply to the Fire Rescue Assessment program:

(1) No Fire Rescue Assessment shall be imposed upon a parcel of Government Property; however, Government Property that is owned by federal mortgage entities, such as the VA and HUD, shall not be exempted from the Fire Rescue Assessment.

(2) No Fire Rescue Assessment shall be imposed upon Buildings located upon parcels of Institutional Property whose Building use is wholly exempt from ad valorem taxation under Florida law.

(3) In accordance with Section 170.01(4), Florida Statutes, no Fire Rescue Assessment shall be imposed against any Building of Non-Residential Property located on a Tax Parcel that is classified by the Property Appraiser as agricultural lands pursuant to Section 193.461, Florida Statutes, unless that Building

exceeds a just value of \$10,000 as determined by the Property Appraiser and is not a Pole Barn.

(D) Any shortfall in the expected Fire Rescue proceeds due to any reduction or exemption from payment of the Fire Rescue Assessments required by law or authorized by the City Commission shall be supplemented by any legally available funds, or combination of such funds, and shall not be paid for by proceeds or funds derived from the Fire Rescue Assessments. In the event a court of competent jurisdiction determines any exemption or reduction by the City Commission is improper or otherwise adversely affects the validity of the Fire Rescue Assessment imposed for this Fiscal Year, the sole and exclusive remedy shall be the imposition of a Fire Rescue Assessment upon each affected Tax Parcel in the amount of the Fire Rescue Assessment that would have been otherwise imposed save for such reduction or exemption afforded to such Tax Parcel by the City Commission.

(E) The approval of the Estimated Fire Rescue Assessment Rate Schedule by the adoption of this Preliminary Rate Resolution determines the amount of the Fire Rescue Assessed Costs. The remainder of such Fiscal Year budget for fire rescue services, facilities, and programs shall be funded from available City revenue other than Fire Rescue Assessment proceeds.

(F) The estimated Fire Rescue Assessments established in this Preliminary Rate Resolution shall be the estimated assessment rates applied by the City Manager in the preparation of the updated Fire Rescue Assessment Roll for the Fiscal Year commencing October 1, 2024, as provided in Section 8 of this Preliminary Rate Resolution.

SECTION 8. ASSESSMENT ROLL.

(A) The City Manager is hereby directed to prepare, or cause to be prepared, an updated Assessment Roll for the Fiscal Year commencing October 1, 2024, in the manner provided in the Ordinance. The updated Assessment Roll shall include all Tax Parcels within the Property Use Categories. The City Manager shall apportion the estimated Fire Rescue Assessed Cost to be recovered through Fire Rescue Assessments in the manner set forth in this Preliminary Rate Resolution.

(B) A copy of the Ordinance, the Amended and Restated Initial Assessment Resolution, the Amended and Restated Final Assessment Resolution, this Preliminary Rate Resolution, documentation related to the estimated amount of the Fire Rescue Assessed Cost to be recovered through the imposition of Fire Rescue Assessments, and the updated Assessment Roll shall be maintained on file in the office of the City Manager and open to public inspection. The foregoing shall not be construed to require that the updated Fire Rescue Assessment Roll be in printed form if the amount of the Fire Rescue Assessment for each parcel of property can be determined by the use of a computer terminal available to the public.

(C) It is hereby ascertained, determined, and declared that the method of determining the Fire Rescue Assessments for fire rescue services as set forth in this Preliminary Rate Resolution is a fair and reasonable method of apportioning the Fire Rescue Assessed Cost among parcels of Assessed Property located within the City.

SECTION 9. VACANCY ADJUSTMENT.

(A) As a consequence of the transient use and potential for significant numbers of vacancies within Mobile Home Park Property, as compared to other Residential Property, and the potential sustained lack of demand for fire rescue services for unoccupied spaces, each Owner of Mobile Home Park Property shall be afforded the opportunity to demonstrate, in the manner described below, the vacancy rate in space occupancy within such property and receive a vacancy adjustment to the Fire Rescue Assessments imposed upon such property.

(B) Notwithstanding any language to the contrary herein, vacant spaces in Mobile Home Park Property shall not be considered Residential Property and shall not be subject to the Fire Rescue Assessments.

(C) Vacant spaces shall be those determined by the City Manager based on evidence of a vacancy rate provided by the Owner on or before July 1 of each year. The vacancy rate shall be defined as the percentage of available spaces within Mobile Home Park Property that were vacant between January 1 through and including December 31 of the calendar year preceding the applicable deadline for the Owner's submittal of vacancy rate evidence for each year and shall be calculated as follows:

Resolution 2024/____

Exact Number of Permitted Sites within the park _____A
(not including overflow areas)

Times (x) Days in Reporting Period (x 365) B

Total Possible Space Nights _____C

A x B = C (Example: 100 sites x 365 days = 36,500)

Actual Space Nights _____D

Sum of Number of Actual Occupied Spaces for Each Day in Calendar Year

Occupancy Percentage _____E

D/C = E (Example: 12,500/36,500 = 34.2%)

Vacancy Rate _____F

Subtract E from 100% (Example: 100% – 34.2% = 65.8%)

The Owner shall certify by affidavit to the City, on a form provided by the City Manager, the vacancy rate for the respective time period; such certification shall be subject to verification and audit. At a minimum, such affidavit shall conclusively identify and affirm (1) the tax parcel, (2) the number of spaces and type of improvements in the Mobile Home Park Property, and (3) the vacancy rate.

(D) The City Manager is directed and authorized to adjust, or cause to be adjusted, any Fire Rescue Assessment imposed for the Fiscal Year beginning October 1, 2024 upon a parcel of Mobile Home Park Property whose Owner timely and satisfactorily demonstrates by affidavit that such parcel has experienced vacancies by multiplying the vacancy rate (expressed as a decimal) by the Fire Rescue Assessment attributable to the entire parcel of Mobile Home Park property and reducing the assessment by an equivalent amount.

(E) Any shortfall in the expected Fire Rescue Assessment proceeds due to any adjustment for vacancy shall be supplemented by any legally available funds and shall not be paid for by proceeds or funds derived from Fire Rescue Assessments.

SECTION 10. AUTHORIZATION OF PUBLIC HEARING. There is hereby established a public hearing to be held at 7:00 p.m. on September 9, 2024, in City Commission Chambers of City Hall, 150 N.E. Second Avenue, Deerfield Beach, Florida, at which time the City Commission will receive and consider any comments on the Fire Rescue Assessments from the public and affected property owners and consider reimposing Fire Rescue Assessments and collecting such assessments on the same bill as ad valorem taxes.

SECTION 11. NOTICE BY PUBLICATION. The City Manager shall publish a notice of the public hearing authorized by Section 10 hereof in the manner and time provided in Section 2.04 of the Ordinance. The notice shall be published no later than August 20, 2024, in substantially the form attached hereto as Appendix A.

SECTION 12. NOTICE BY MAIL. Pursuant to section 200.069(10)(a), Florida Statutes, and with agreement of the Property Appraiser, the City Commission elects to combine notice of the public hearing authorized by Section 10 hereof with the truth-in-millage notification required pursuant to section 200.069, Florida Statutes. Such mailed notice shall be in the form required by section 200.069(10)(a), Florida Statutes, and consistent with the Uniform Assessment Collection Act and the Ordinance for the purpose of imposing Fire Rescue Assessments for the Fiscal Year beginning October 1, 2024. All first class mailed notices must be mailed no later than August 20, 2024.

SECTION 13. APPLICATION OF ASSESSMENT PROCEEDS. Proceeds derived by the City from the Fire Rescue Assessments shall be used for the provision of fire rescue services, facilities, and programs within the City. In the event there is any fund

Resolution 2024/____

balance remaining at the end of the Fiscal Year, such balance shall be carried forward and used only to fund fire rescue services, facilities, and programs.

SECTION 14. EFFECTIVE DATE. This Preliminary Assessment Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED this ____ day of July, 2024.

CITY OF DEERFIELD BEACH, FLORIDA

Bill Ganz, Mayor

ATTEST:

Heather Montemayor, CMC, City Clerk

(Corporate Seal)

APPROVED AS TO FORM:

Anthony Soroka, City Attorney

Resolution 2024/____

APPENDIX A
FORM OF NOTICE TO BE PUBLISHED

APPENDIX A

FORM OF NOTICE TO BE PUBLISHED

To Be Published No Later Than August 20, 2024

[INSERT MAP OF CITY]

**NOTICE OF HEARING TO REIMPOSE AND
PROVIDE FOR COLLECTION OF FIRE RESCUE SPECIAL ASSESSMENTS**

Notice is hereby given that the City Commission of the City of Deerfield Beach will conduct a public hearing to consider reimposing fire rescue special assessments for the provision of fire rescue services within the City of Deerfield Beach for the Fiscal Year beginning October 1, 2024.

The hearing will be held at 7:00 p.m. on September 9, 2024, in the City Commission Chambers of City Hall, 150 N.E. Second Avenue, Deerfield Beach, Florida, for the purpose of receiving public comment on the proposed assessments. All affected property owners have a right to appear at the hearing and to file written objections with the City Commission within 20 days of this notice. If a person decides to appeal any decision made by the City Commission with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the City Clerk's office at (954)480-4200 at least two (2) business days prior to the date of the hearing.

The assessment for each parcel of property will be based upon each parcel's classification and the total number of billing units attributed to that parcel. The following table reflects the proposed fire rescue assessment schedule:

RESIDENTIAL PROPERTY USE CATEGORY	Rate Per Dwelling Unit			
Residential	\$325.00			
NON-RESIDENTIAL PROPERTY USE CATEGORIES	Building Classification (in square foot ranges)	Commercial	Industrial/ Warehouse	Institutional
	< 1,999	\$514	\$155	\$1,487
	2,000 - 3,499	\$1,028	\$309	\$2,974
	3,500 - 4,999	\$1,799	\$540	\$5,203
	5,000 - 9,999	\$2,570	\$771	\$7,433
	10,000 - 19,999	\$5,139	\$1,542	\$14,866
	20,000 - 29,999	\$10,278	\$3,083	\$29,731
	30,000 - 39,999	\$15,417	\$4,624	\$44,596
	40,000 - 49,999	\$20,555	\$6,165	\$59,462
	> 49,999	\$25,694	\$7,706	\$74,327

Copies of the Fire Rescue Assessment Ordinance (Ordinance No. 2002/003), the Amended and Restated Initial Assessment Resolution (Resolution No. 2022/121), the Amended and Restated Final Assessment Resolution (Resolution No. 2022/157), the Preliminary Rate Resolution initiating the annual process of updating the Assessment Roll and reimposing the Fire Rescue Assessments, and the updated Assessment Roll for the upcoming fiscal year are available for inspection at the City Clerk's office in City Hall, located at 150 N.E. Second Avenue, Deerfield Beach, Florida.

The assessments will be collected on the ad valorem property tax bill which will be mailed in November 2024, as authorized by Section 197.3632, Florida Statutes. Failure to pay the assessments will cause a tax certificate to be issued against the property which may result in a loss of title. Unless proper steps are initiated in a court of competent jurisdiction to secure relief within 20 days from the date of City Commission's action at the above hearing (including the method of apportionment, the rate of assessment and the imposition of assessments), such action shall be the final adjudication of the issues presented.

Resolution 2024/____

If you have any questions, please contact the Customer Service Department at (954)480-4279, Monday through Friday between 9:00 a.m. and 5:00 p.m.

**CITY CLERK
OF DEERFIELD BEACH, FLORIDA**



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2023-2319

Agenda Date: 7/9/2024

Status: DEPARTMENTAL BUSINESS

In Control: City Commission

Title

Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an agreement with RedSpeed Florida, LLC, for the installation and operation of a turnkey speed detection camera system for enforcement of speed limit violations occurring in eligible school zones at no cost to the City, utilizing the terms of the City of Plantation Term Contract Agreement No. 005-24, for a five year term, with one, five year renewal option; providing for execution, implementation, severability and an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

In October 2023, a traffic study was conducted in the school zones for each of the seven schools within the City of Deerfield Beach. The results of that study found that approximately 1 in 7 vehicles (13.6%) were traveling more than 11 miles per hour in excess of the posted speed limit. On 10/17/2023, a presentation was made to the City Commission regarding the results of the speed study, the dangers of speeding, and the benefits of having an enforcement and speed reduction initiative in the city's school zones, along with a summary of recently passed state legislation that provides for speed detection systems to enforce school zone speed limits on school days.

On 12/12/2023, the Commission was presented with an Ordinance for consideration that would provide for the adoption of a cost-neutral speed detection system for enforcement of school zone speeds, intended to provide for increased safety in school zones through an unbiased, fair, and continuous methods using technologies permitted by Florida state statute (HB657). After public comment, the First Reading passed 5/0.

On 01/09/2024, the Second Reading of the Ordinance was presented to the Commission for consideration, along with the opportunity for public comment. A presentation was also made that included a review of the original traffic study, the provisions of the recently passed state law allowing for this Ordinance, and the severity, dangers, and heightened safety risks caused by the speeding of motorists at each of the seven schools in Deerfield Beach. The Ordinance was approved by the Commission on Second Reading and passed 5/0.

In December 2023, the City of Plantation initiated a Request for Sealed Proposals for "Speed Detection Camera System for School Zones" (RFSP 05-24). Certain agencies of the Southeast Florida Governmental Purchasing Cooperative Group participated in the procurement process with the City of Plantation as the lead agency. The process concluded with RedSpeed being ranked highest and the City of Plantation executing a contract with RedSpeed, dated 06/25/2024.

As required in the approved City of Plantation contract, the City of Deerfield Beach has received permission to participate and utilize the terms of the Plantation contract.

Current Activity

The enclosed contract has been prepared for the City Commission's consideration based on the terms of the City of Plantation contract with Redspeed. This contract will allow the City to fully implement, install, and utilize the technologies authorized by the City's ordinance. Additionally, the previous presentations are attached to provide an overview of the data results and program. Staff will present the item again at the City Commission Meeting.

Recommendation

Approval is recommended.

RESOLUTION NO. 2024/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING AN AGREEMENT WITH REDSPEED FLORIDA, LLC, FOR THE INSTALLATION AND OPERATION OF A TURNKEY SPEED DETECTION CAMERA SYSTEM FOR ENFORCEMENT OF SPEED LIMIT VIOLATIONS OCCURRING IN ELIGIBLE SCHOOL ZONES AT NO COST TO THE CITY, UTILIZING THE TERMS OF THE CITY OF PLANTATION TERM CONTRACT AGREEMENT NO. 005-24, FOR A FIVE YEAR TERM, WITH ONE, FIVE YEAR RENEWAL OPTION; PROVIDING FOR EXECUTION, IMPLEMENTATION, SEVERABILITY AND AN EFFECTIVE DATE.

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 DeSantis signed HB 657 into law, which is codified as Chapter 2023-174, Laws of Florida; and

WHEREAS, pursuant to HB 657, in order to implement speed detection systems to enforce speeding violations in excess of 10 miles per hour over the posted speed limit that occur within eligible school zones, the City is required to adopt an ordinance authorizing the use of speed detection systems and creating a traffic hearing framework relating to notice of violations issued through the use of such systems; and

WHEREAS, on January 9, 2024, the City Commission adopted Ordinance No. 2024/001, authorizing the placement or installation of speed detection systems to enforce applicable speed limits on roadways maintained as school zones within the City of Deerfield Beach, in order to promote traffic safety and student welfare; and

WHEREAS, the City desires to obtain a qualified vendor to provide and operate a turnkey school zone speed detection camera system within the City pursuant to HB 657 and City Ordinance No. 2024/001; and

WHEREAS, the City Code exempts from competitive solicitation requirements procurements utilizing contracts awarded by other governmental agencies through a competitive solicitation process; and

WHEREAS, on December 6, 2023, the City of Plantation issued Request for Sealed Proposals No. 005-24 (“RFSP”) to obtain proposals for a speed detection camera system and program for school zones in the City of Plantation and any other participating public agency in the Southeast Florida Governmental Purchasing Group; and

WHEREAS, the City of Plantation awarded the RFSP to RedSpeed Florida, LLC (“RedSpeed”) and entered into a contract with Redspeed, dated June 25, 2024 and attached as Exhibit “1”, to furnish a turnkey solution Speed Photo Enforcement System for a term commencing on June 25, 2024 to June 24, 2029, with the right to extend for one additional five year renewal period (the “Plantation Contract”) as provided therein; and

WHEREAS, the City is seeking to contract with RedSpeed to furnish a turnkey solution Speed Photo Enforcement System for school zones within the City of Deerfield Beach (the “SPE System”), utilizing the terms and conditions of the Plantation Contract; and

WHEREAS, RedSpeed has agreed to provide the SPE System at no cost to the City based upon the terms of the Plantation Contract, attached as Exhibit “1”, with the City receiving or retaining \$39.00 or 65%, whichever is greater, of the \$60 per citation statutory monetary allocation to the municipality (this amount/percentage pertains to each fine collected by RedSpeed); and

WHEREAS, staff has confirmed that the Plantation Contract is in effect; and

WHEREAS, staff recommends that the City Commission approve the execution of an Agreement with RedSpeed for the SPE System, utilizing the terms of the Plantation Contract.

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 an Agreement with RedSpeed for the SPE System, utilizing the terms of the Plantation Contract attached and incorporated herein as Exhibit “1”, for a five year term, with one, five year renewal option.

Section 3. The City Manager is hereby authorized to execute the Agreement with RedSpeed, consistent with the terms of the Plantation Contract, together with such additional terms 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 to carry out the aims of this Resolution.

Section 5. 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 6. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2024.

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

CITY OF PLANTATION



AGREEMENT

Between

THE CITY OF PLANTATION

And

REDSPEED FLORIDA, LLC.

For

SPEED DETECTION CAMERA SYSTEM FOR SCHOOL ZONE-
TERM CONTRACT

AGREEMENT NO. 005-24

**Agreement
By and Between
CITY OF PLANTATION
&
REDSPEED FLORIDA, LLC
For
SPEED DETECTION CAMERA SYSTEM FOR SCHOOL ZONES- TERM CONTRACT
AGREEMENT NO. 005-24**

1. PARTIES AND DATE.

This Agreement ("Agreement") is made and entered into this 25th day of June, 2024 by and between the CITY OF PLANTATION, a Florida Municipal Corporation with its principal place of business at 400 NW 73 AVENUE PLANTATION, FL 33317, ("City") and REDSPEED FLORIDA, LLC, a FLORIDA LIMITED LIABILITY COMPANY with its principal place of business at 400 EISENHOWER LANE NORTH, LOMBARD, IL 60148, ("RedSpeed"). City and RedSpeed are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

2. RECITALS.

2.1 RedSpeed.

RedSpeed has the knowledge, possession, and ownership of certain equipment, licenses, and processes referred to collectively as the "Speed Photo Enforcement System" (herein "SPE System") and authorized to do business in the State of Florida, and is familiar with the plans of the City.

2.2 Services

City desires to engage RedSpeed to provide a turnkey solution for "Speed Photo Enforcement System" (herein "SPE System") to the City wherein all reasonably necessary elements required to implement and operate the solution are the responsibility of RedSpeed, as further defined in this Agreement.

City desires to use the SPE System to monitor and enforce school zone speed, and to issue citations for traffic violations.

2.3 Procurement

Pursuant to City Code Sec. 2-220(b), the City sought formal competitive bids/proposals for the Services mentioned herein. These services were publicly solicited on the Demand Star website (City's electronic bidding platform).

The City competitive procurement process concluded that RedSpeed was the most advantageous firm to the City taking into consideration the evaluation factors and criteria set forth in the RFSP and successful negotiations.

The following Exhibits referenced herein are hereby incorporated into this Agreement- **Exhibit "A"** Negotiated Scope of Services, **Exhibit "B"** Advertised Scope of Services, **Exhibit "C"** Addendum, **Exhibit "D"** documentation required by the City submitted by the RedSpeed during the solicitation period prior to negotiations, **Exhibit "E"**, Insurance Requirements, **Exhibit "F"** General Terms and Provisions, **Exhibit "G"** FBI CJIS Security Addendum.

3. TERMS.

3.1 Scope of Services and Term.

A. General Scope of Services. RedSpeed shall furnish a turnkey solution for "Speed Photo Enforcement System" (herein "SPE System") to the City wherein all reasonably necessary elements required to implement and operate the solution are the responsibility of RedSpeed, as further defined in this Agreement ("Services"). The Services are more specifically described in **Exhibit "A"** attached hereto and incorporated herein by this reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto, and all applicable local, state and federal laws, rules, and regulations. RedSpeed acknowledges that City may enter into agreements with other firms for services similar to the Services that are the subject of this Agreement or may have its own employees perform services similar to the Services.

B. Term. The term of this Agreement shall have an initial term of five (5) years commencing June 25th, 2024, expiring June 24th, 2029. In addition, the City reserves the right to extend this Agreement for one (1) additional five (5) year period, provided RedSpeed also agrees in writing to extension upon such terms as the City and RedSpeed agree.

4. RESPONSIBILITIES OF REDSPEED.

A. Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by RedSpeed or under its supervision. RedSpeed shall determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains RedSpeed on an independent contractor basis and not as an employee. RedSpeed retains the right to perform similar or different services for others during the Term. Any additional personnel performing the Services on behalf of RedSpeed shall also not be employees of City and shall at all times be under RedSpeed's exclusive direction and control. RedSpeed shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services and as required by law. RedSpeed shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

B. Permits, Fees, and Licenses. RedSpeed shall, at its own expense, obtain all necessary permits and pay all licenses and fees required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this Agreement.

C. Control and Payment of Subcontractors. All work performed for RedSpeed by a Subcontractor or Supplier will be pursuant to an appropriate agreement between RedSpeed and the Subcontractor or Supplier, which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of this Agreement for the benefit of the City. RedSpeed shall be responsible for the payments to any Subcontractors, including any professional fees, or Suppliers and additional costs within 14 calendar days of City's payment to RedSpeed. The City shall not be responsible for any payments to Subcontractor or Suppliers. The City shall not be billed directly or indirectly for any fees or additional costs of the Subcontractor for the Project, except as otherwise provide for in **Exhibit "A"**.

D. Schedule of Services. RedSpeed shall perform the Services expeditiously, within the Term and in accordance with the agreed upon timelines. RedSpeed represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate RedSpeed's conformance with the Schedule, City shall respond to RedSpeed's submittals in a timely manner. Upon request of City, RedSpeed shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

E. Conformance to Applicable Requirements. All work prepared by RedSpeed shall be subject to the approval of City.

F. Substitution of Key Personnel. RedSpeed has represented to City that certain key personnel will perform and coordinate the Services. Should one or more of such personnel become unavailable, RedSpeed may substitute other personnel of at least equal competence upon written approval of City. In the event that City and RedSpeed cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the RedSpeed at the request of the City. The key personnel for performance of this Agreement are as follows:

Luke Hayman

Julio Silva

G. City's Representative. The City hereby designates Chief Administrative Officer, or their designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Agreement. RedSpeed shall not accept direction or orders from any person other than the City's Representative or their designee.

H. RedSpeed's Representative. RedSpeed hereby designates Robert Liberman, or their designee, to act as its representative for the performance of this Agreement ("RedSpeed's Representative"). RedSpeed's Representative shall have full authority to represent and act on behalf of the RedSpeed for all purposes under this Agreement.

The RedSpeed's Representative shall supervise and direct the Services, using their best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services.

I. Coordination of Services. RedSpeed agrees to work closely with City staff in the performance of Services and shall be available to City's staff, RedSpeed's and other staff at all reasonable times.

J. Standard of Care; Performance of Employees. RedSpeed shall perform all Services in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of Florida. RedSpeed represents and warrants that it is skilled in the professional calling necessary to perform the Services. RedSpeed represents and warrants that all employees and Subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, RedSpeed represents and warrants that it, its employees, and Subcontractors have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to perform the Services and that such licenses and approvals shall be maintained throughout the Term. As provided for in the indemnification provisions of this Agreement, RedSpeed shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the RedSpeed's failure to comply with the standard of care provided for herein. Any employee of the RedSpeed or its Subcontractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the RedSpeed and shall not be re-employed to perform any of the Services or to work on the Project.

K. Excusable Delays. Neither Party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the Party or Parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, pandemics, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a Party. Notwithstanding the foregoing, the City shall have no obligation to compensate RedSpeed for any Service that RedSpeed fails to perform, or otherwise has not performed.

L. Laws and Regulations; Employee/Labor Certifications. RedSpeed shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, and shall give all notices required by law. RedSpeed warrants that it shall perform the Services in compliance with all applicable Federal and Florida employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. RedSpeed shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of RedSpeed's performance under this Agreement. RedSpeed shall be liable for all violations of such laws and regulations in connection with the Services. If the RedSpeed performs any work knowing it to be contrary to such laws, rules and regulations and without giving written

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notice to the City, RedSpeed shall be solely responsible for all costs arising therefrom. RedSpeed shall defend, indemnify and hold City, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

i. Equal Opportunity Employment. RedSpeed represents and warrants that it is an equal opportunity employer and it shall not discriminate against any SubRedSpeed, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

M. Insurance.

i. Time for Compliance. RedSpeed shall not commence Services until it has provided evidence satisfactory to the City that it has secured all insurance pursuant to **Exhibit E**. In addition, RedSpeed shall not allow any Subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the SubRedSpeed has secured all insurance pursuant to **Exhibit E**.

N. Safety. RedSpeed shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the RedSpeed shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

O. Accounting Records. RedSpeed shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. RedSpeed shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. RedSpeed shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement for a period of 3 years from the date of final payment under this Agreement.

5. FEES AND PAYMENTS.

A. Description of Pricing. Fee includes all costs required and associated with SPE system installation, maintenance and ongoing field and back-office operations. Includes camera equipment, installation, maintenance, Rekor (or other major brand ALPR provider) licenses and integration, violation processing services, DMV records access, standard mailing of required documents, lockbox and credit card processing services, call center support for general program questions, public awareness program support, and access to web-based SPE System for Traffic Enforcement Officer review:

B. During any term of the Agreement, the City shall receive or retain **\$39.00** or **65%** whichever is greater of the Statutory monetary Allocation (this amount/percentage pertains to each fine collected by RedSpeed).

C. Payment of Compensation. City shall review all invoices and pay all approved charges thereon consistent with Section 218.73, Florida Statutes, as amended.

D. Reimbursement for Expenses. RedSpeed shall not be reimbursed for any costs/fees associated with Certified Mail for Notices of Violation converted to Uniform Traffic Citations and all extra-action charges or fees listed in RedSpeed Responsibilities. Additionally, RedSpeed shall not be reimbursed for any expenses unless authorized in writing by City.

E. Extra Work. At any time during the Term, City may request that RedSpeed perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the time of execution of this Agreement. RedSpeed shall not perform, nor be compensated for, Extra Work without written authorization from the City.

F. Consideration Adequate. The Parties acknowledge that there is adequate consideration to enforce each and every provision of this Agreement.

6. TERMINATION OF AGREEMENT.

A. For Convenience. City may, by written notice to RedSpeed, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to RedSpeed of such termination, and specifying the effective date thereof, at least 30 calendar days before the effective date of such termination. Upon termination, RedSpeed shall be compensated only for those Services which have been adequately rendered to City, and RedSpeed shall be entitled to no further compensation. RedSpeed may not terminate this Agreement except for cause. The City may terminate this Agreement for convenience even if RedSpeed avails itself of the Dispute Resolution process set forth below in subsection 8C.

B. For Cause. City may, by written notice to RedSpeed, terminate the whole or any part of this Agreement at any time and with cause by giving written notice to RedSpeed of such termination, and specifying the effective date thereof, at least 21 calendar days before the effective date of such termination. The City may, but is not obligated to, provide RedSpeed with an opportunity to cure any breach prior to the effective date of any termination for cause. The RedSpeed may not terminate this Agreement except upon a breach by the City, which is not cured upon 21 calendar days' notice to City. In case of the RedSpeed's termination for cause, the RedSpeed shall be paid for Services satisfactorily provided to such termination date, less any setoffs or adjustments City may claim arising out of the RedSpeed's breach, the remaining unperformed parts of this Agreement, and for that portion (if any) of the RedSpeed's performance which is unsatisfactory (the intent being that the RedSpeed be paid what is just and equitable compensation for the RedSpeed's performance of Services rendered to the satisfaction of the City). Upon termination, RedSpeed shall be compensated only for those Services which have been adequately rendered to City, and RedSpeed shall be entitled to no further compensation. Should the RedSpeed avail itself of the Dispute Resolution process set forth below in subsection 3.6C, then the City may not terminate this Agreement for Cause until the conclusion of the Dispute Resolution process.

C. Mutual Termination. This Agreement may also be terminated by mutual written agreement at any time and under any terms.

D. Effect of Termination. If this Agreement is terminated as provided herein, City may require RedSpeed to provide all finished or unfinished Documents and Data and other information of any kind prepared by RedSpeed in connection with the performance of Services. RedSpeed shall be required to provide such documents and other information within 21 calendar days of the request. RedSpeed would timely remove all equipment within 60 calendar days from the date of the termination.

E. Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

7. OWNERSHIP OF MATERIALS AND CONFIDENTIALITY.

A. Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data in any form, which are prepared or caused to be prepared by RedSpeed under this Agreement (“Documents & Data”). All Documents & Data shall be and remains the property of City, and shall not be used in whole or in substantial part by RedSpeed on other projects without the City's express written permission. Within 21 calendar days following the completion, suspension, abandonment or termination of this Agreement, RedSpeed shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the RedSpeed is entitled under the termination provisions of this Agreement, RedSpeed shall provide all Documents & Data to City upon payment of the undisputed amount. RedSpeed shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, RedSpeed shall retain copies of all Documents & Data on file for a minimum of 15 years following completion of the Project, and shall make copies available to City upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, RedSpeed shall notify City and provide City with the opportunity to obtain the Documents & Data.

B. Subcontractor. RedSpeed shall require all Subcontractor to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the Subcontractor prepares under this Agreement. RedSpeed represents and warrants that RedSpeed has the legal right to license any and all Documents & Data. RedSpeed makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than RedSpeed or its Subcontractor, or those provided to RedSpeed by the City.

C. Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of RedSpeed shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall

remove the RedSpeed's seal from the Documents & Data. RedSpeed shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. RedSpeed shall not be responsible or liable for any revisions to the Documents & Data made by any party other than RedSpeed, a party for whom the RedSpeed is legally responsible or liable, or anyone approved by the RedSpeed.

D. Indemnification. RedSpeed shall defend, indemnify and hold the City, its, officials, officers, employees, volunteers, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by City the Documents & Data, including any method, process, product, or concept specified or depicted. This subparagraph shall survive termination or expiration of this Agreement.

E. Confidentiality. To the maximum extent permitted by law, all Documents & Data, either created by or provided to RedSpeed in connection with the performance of this Agreement, shall be held confidential by RedSpeed. All Documents & Data shall not, without the prior written consent of City, be used or reproduced by RedSpeed for any purposes other than the performance of the Services. To the maximum extent permitted by law, RedSpeed shall not disclose, cause or facilitate the disclosure of the Documents & Data to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to RedSpeed that is otherwise known to RedSpeed or is generally known, or has become known, to the related industry shall be deemed confidential. RedSpeed shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

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8. GENERAL PROVISIONS.

A. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address (physical or electronic) as the respective Parties may provide in writing for this purpose:

RedSpeed:

ReedSpeed Florida, LLC
400 Eisenhower Lane North
Lombard, Illinois 60148
Attn: Robert Liberman, Manager

City:

Mayor
400 NW 73rd Avenue
Plantation, FL 33317

With copies to:

Chief Administrative Officer
400 NW 73rd Avenue
Plantation, FL 33317

Procurement Director
400 NW 73rd Avenue
Plantation, FL 33317

City Attorney
Goren Cherof, Doody & Ezrol, P.A.
3099 E Commercial Blvd., Ste. 200
Fort Lauderdale, FL 33308

Such notice shall be deemed made when personally delivered, or, if mailed, 48 hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address, or delivered to such electronic mail address provided by the Parties for service of notices under this subsection when receipt is acknowledged by electronic written response by the receiving Party.

B. Indemnification.

i. Scope of Indemnity. To the fullest extent permitted by law, RedSpeed shall defend, indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions of RedSpeed, its officials, officers, employees, subcontractors, RedSpeeds or agents in connection with the performance of the RedSpeed's Services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorney's fees and other related costs and expenses, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the RedSpeed and other persons employed or utilized by the RedSpeed in the performance of this Agreement. The performance of this Agreement (including any amendments thereto) by RedSpeed, its employees, agents, representatives or subcontractor; or (ii) The failure of RedSpeed, its employees, agents, representatives or subcontractors to comply and conform with applicable Laws (as defined herein); or (iii) Any negligent act or omission of the RedSpeed, its employees, agents, representatives, or subcontractors, whether or not such negligence is claimed to be either solely that of the RedSpeeds, its employees, agents, representatives or subcontractors, or to be in conjunction with the claimed negligence of others, including that of any of the Indemnified Parties; or (iv) Any reckless or intentional wrongful act or omission of the RedSpeed, its employees, agents, representatives, or subcontractors; or (v) RedSpeed's failure to maintain, preserve, retain, produce, or protect records in accordance with this Agreement and applicable Laws (including but not limited to Florida laws regarding public records).

ii. Additional Indemnity Obligations. Payment of any amount due pursuant to the foregoing indemnity shall, after receipt of written notice by RedSpeed from the City that such amount is due, be made by RedSpeed prior to the City being required to pay same, or in the alternative, the City, at the City's option, may make payment of an amount so due and RedSpeed shall promptly reimburse the City for same, together with interest thereon at the statutory rate from the date of receipt by RedSpeed of written notice from the City that such payment is due. RedSpeed agrees, at RedSpeed's expense, after written notice from the City, to defend any action against the City that falls within the scope of this indemnity, or the City, at the City's option, may elect not to tender such defense and may elect instead to secure its own attorney to defend any such action and the reasonable costs and expenses of such attorney incurred in defending such action shall be payable by RedSpeed. Additionally, if RedSpeed, after receipt of written notices from the City, fails to make any payment due hereunder to the City, RedSpeed shall pay any reasonable attorney's fees or costs incurred by the City in securing any such payment from RedSpeed.

iii. Nothing contained herein is intended nor shall it be construed to waive the City's rights and immunities under the common law or Florida Statute §768.28 as amended from time to time. This obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist in the City's favor. Notwithstanding any other provision of this Agreement to which it is applicable, City shall not be liable or responsible to RedSpeed beyond the monetary limits and amounts specified in Ch. 768.28, Fla. Stat., regardless of whether said liability be based in tort, contract, indemnity or otherwise; and in no event shall City be liable to RedSpeed for punitive or

exemplary damages or for lost profits or consequential damages.

iv. The provisions of these paragraph(s) are independent of, and will not be limited by, any insurance required to be obtained by RedSpeed pursuant to this Agreement or otherwise obtained by RedSpeed, and the provisions of these paragraphs survive the expiration or earlier termination of this Agreement with respect to any claims or liability arising in connection with any event occurring prior to such expiration or termination.

v. Program legal challenges. RedSpeed agrees to defend the City and the camera program from legal challenges. To the extent the City and RedSpeed's interests are the same there shall be a common defense with an agreeable law firm experienced in government and municipal law. If it is determined that the City requires its own representation, RedSpeed will pay reasonable defense costs for the City. 'Reasonable defense costs' shall include reasonable attorney's fees, court costs, expert witness fees, and other customary expenses, but shall not include judgments, fines, or penalties assessed against the City, or the costs of any appeals pursued at the City's sole discretion without RedSpeed's consent.

C. Dispute Resolution

i. In the event that any dispute between the City and the RedSpeed concerning questions or issues arising under this Agreement that have not been resolved, a request for dispute resolution shall be submitted by the RedSpeed to the City for determination. Request for such determination shall be made in writing. The City's decision may be reached in accordance with assistance, as it may deem reasonably necessary or desirable. The City's decision shall be rendered in writing no more than 30 calendar days after receipt of a fully documented (to the extent that such documents are within the control of the RedSpeed) request for a determination. The decision shall be conclusive, final, and binding on all Parties, unless the RedSpeed shall seek a judicial determination in accordance with the provisions set forth below in subsection 8 D.

ii. No later than 10 calendar Days after the RedSpeed's receipt of the City's determination, the RedSpeed shall respond to the City in writing, either accepting the determination or stating the RedSpeed's factual or legal objection to the determination. If the RedSpeed's response is an objection, the City shall respond in writing to the objection within 10 calendar days after receipt. No further response by either Party shall be required. Thereafter, the RedSpeed may seek a judicial determination of the dispute. In the event that the RedSpeed intends to seek judicial determination of a matter decided by the City, the RedSpeed shall notify the City of its intent to do so within 10 calendar days of the City's final decision.

iii. If required by City, the RedSpeed shall continue to perform the Services required under this Agreement during this resolution period, including any judicial resolution. The City's written determination shall be complied with pending final resolution, including judicial, of the dispute. If the RedSpeed complies with the City's written determination, the City shall continue to perform under this Agreement and make all payments due (other than those or the portions of payments in dispute, if any) during the resolution period. This payment provision shall not apply in the event that the RedSpeed fails to submit a dispute to the City as required by this subsection. The continued performance of this Agreement by either Party shall not constitute an admission as to any factual or legal position in connection with the dispute, or a waiver of its rights under this Agreement or at Law.

{00424282.8 2007-0000000}

D. Governing Law; Judicial Review; Venue. This Agreement shall be governed by the laws of the State of Florida and venue shall be in Broward County without regard to its conflicts of law. The Parties hereby agree that in the event of any litigation between them, such proceeding shall be brought exclusively in the courts of the State of Florida, County of Broward or the Federal District Court with subject matter jurisdiction and encompassing the County of Broward, Florida. Each Party hereby irrevocably consents and submits to the jurisdiction of, and venue in, the aforementioned courts, and further waives any claim that a proceeding brought therein has been brought in an inconvenient forum. To the extent not prohibited by applicable law that cannot be waived, the City and RedSpeed hereby waive, and covenant that they will not assert (whether as plaintiff, defendant or otherwise), any right to trial by jury in any action arising in whole or in part under or in connection with this Agreement, whether now existing or hereafter arising, and whether sounding in contract, tort or otherwise.

E. Time of Essence. Time is of the essence for each and every provision of this Agreement.

F. CJIS Security Policy:

- Vendors/Contractors Private vendors which, under contract with the Contracting Government Agency (CGA), are permitted access to information systems that process CJIS, shall abide by all aspects of the FBI CJIS Security Addendum. a. Any contract between the Contracting Government Agency (CGA) and a vendor permitted such access shall incorporate the FBI CJIS Security Addendum to ensure adequate security of CJIS.
- RedSpeed must maintain a security program for managing access to customer data particularly CJIS information which will include:
 - o A preemployment background check;
 - o Security training required by Federal CJIS regulations; and
 - o Criminal background checks/fingerprints required by Federal or State regulations. RedSpeed will work with the City to provide reasonably required documentation (such as the CJIS Security Addendum Certification form, Exhibit "G"). If required by the City, RedSpeed will provide paper fingerprint cards for security approved personnel with the fingerprinting performed in the state of the RedSpeed staff's job assignment location. This provision will apply during the installation of the Project and for the duration of the City's General Services Agreement.

G. City's Right to Employ Other Contractors. City reserves right employ other Contractors in connection with this Project.

H. Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

I. Assignment or Transfer. RedSpeed shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

J. Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to RedSpeed include all personnel, employees, agents, and Subcontractors of RedSpeed, except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

K. Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

L. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

M. No Third-Party Beneficiaries. Except to the extent expressly provided for in this subsection, there are no intended third-party beneficiaries of any right or obligation assumed by the Parties. The City has three dependent districts (Plantation Midtown Development District, Plantation Gateway, and the City of Plantation Community Redevelopment Agency) hereinafter "Districts", all of which have the power to execute contracts, and all of which are served by City personnel for the purpose of Administration. Such Districts shall be intended third Party beneficiaries and shall be able to enforce the terms hereof for any Services provided on behalf of the Districts.

N. Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

O. Prohibited Interests. RedSpeed warrants and represents that no elected official, officer, agent or employee of the City has a financial interest directly or indirectly in this Agreement or the compensation to be paid under it, and further, that no City employee who acts in the City as a "purchasing agent" as defined by §112.312(20), Florida Statutes, as amended, nor any elected or appointed officer of the City, nor any spouse or child of such purchasing agent employee or elected or appointed officer, is a partner, officer, director, or proprietor of the RedSpeeds, and further, that no such City employee purchasing agent, City elected or appointed officer, or the spouse or child of any of them, alone or in combination, has a material interest in the RedSpeeds. Material interest means direct or indirect ownership of more than Five Percent (5%) of the total assets or capital stock of the RedSpeeds.

P. Conflicts of Interest. RedSpeed covenants that no person under its employ who presently exercises any functions or responsibilities in connection with this Agreement has

any personal financial interests, direct or indirect, with City. RedSpeed further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed. Any such interests, on the part of RedSpeed or its employees, must be disclosed in writing to City. RedSpeed is aware of the conflict of interest laws of the State of Florida, Chapter 112, Florida Statutes, as amended, and agrees that it will fully comply in all respects with the terms of said laws. RedSpeed warrants that it has not employed or retained any person employed by City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay, any public official or person employed by City any fee, commission, percentage, brokerage fee or gift of any kind, contingent upon or resulting from the award of this privilege.

Q. Convicted Vendor List. RedSpeed represents to City that it is not a person or affiliate as defined in §287.133, Florida Statutes, as amended, which has been placed on the convicted vendor list maintained by the Florida Department of Management Services following a conviction for a public entity crime. RedSpeed acknowledges and agrees that it may not submit a bid on a contract to provide any goods or services to the City, may not submit a bid on a contract with the City for the construction or repair of any public building or public work, may not submit bids on leases of real property with the City, may not be awarded an opportunity to perform work as a RedSpeed, supplier, Subcontractor or RedSpeed under a contract with the City, and may not transact business with the City in an amount set forth in §287.017, Florida Statutes, as amended, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

R. Contract Utilization Clause. The parties agree that other governmental entities shall be permitted to access and utilize the terms, conditions, and pricing set forth in this Agreement as third-party beneficiaries. Any such governmental entity may enter into its own contract with RedSpeed based on the terms, conditions, and pricing of this Agreement, subject to any applicable modifications or negotiations between the governmental entity and Redspeed. The City of Plantation shall not be responsible for any obligations, performance, or liabilities associated with contracts entered into by other governmental entities pursuant to this clause. RedSpeed agrees to extend the same terms, conditions, and pricing to other governmental entities in Florida, subject to any modifications mutually agreed upon between RedSpeed and the respective governmental entity.

S. Southeast Florida Governmental Cooperative Purchasing Group, Participating Agencies:

- Named Agencies:
 - o City of Coconut Creek
 - o City of Delray Beach
 - o City of Miami Shores
 - o City of Doral
- Other Southeast Florida Governmental Purchasing Cooperative Group members may participate in this contract for new usage, during the contract term, or in any contract extension term, if approved by the lead agency. New Southeast Florida Governmental Purchasing Cooperative Group members may participate in any contract on acceptance and approval by the lead agency.

- O None of the participating governmental entities shall be deemed or construed to be a party to any contract executed by and between any other governmental entity and the Firm(s) as a result of this procurement action.
- O Each participating governmental entity will be responsible for awarding the contract, issuing its own purchase orders, and for order placement. Each entity will require separate billings, be responsible for payment to the Firm(s) awarded this contract, and issue its own tax exemption certificates as required by the Firm.

T. Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

U. Authority to Enter Agreement. RedSpeed has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

V. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.

W. Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties

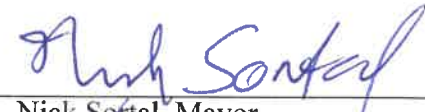
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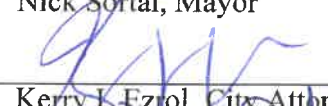
IN WITNESS WHEREOF, CITY OF PLANTATION AND REDSPEED FLORIDA, LLC. have signed this Agreement in duplicate. One counterpart each has been delivered to the City and RedSpeed.

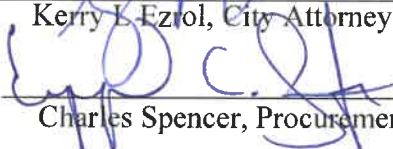
Attest: 
April Beggerow, City Clerk



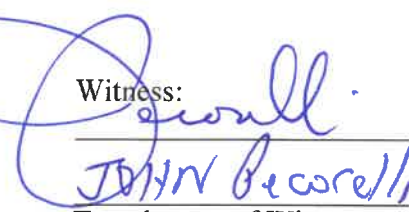
CITY OF PLANTATION

By: 
Nick Sortal, Mayor

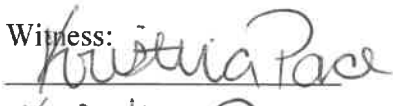
As to legal form: 
Kerry L. Ezziol, City Attorney

As to Procurement: 
Charles Spencer, Procurement Director

Witness:


Typed name of Witness

Witness:

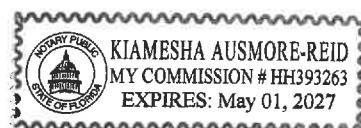

Kristina Pace
Typed name of Witness

STATE OF FLORIDA
COUNTY OF BROWARD

THE FOREGOING INSTRUMENT was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 25 day of June, 2024, by Nick Sortal, as Mayor of the City of Plantation, a Florida municipal corporation, on behalf of the municipal corporation. He is personally known to me or has produced _____ as identification.

My commission expires: May 1, 2027


NOTARY PUBLIC
Admin POST II



Signed, Sealed in the presence of:

REDSPEED FLORIDA, LLC.
a Florida Limited Liability Company

Witness:

Vannessa Torres
Typed name of Witness

Witness:

Yosita Ranceoff
Typed name of Witness

By:

Robert Liberman
Robert Liberman, Manager

STATE OF FLORIDA

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 16th of May, 2024 (date) by Robert Liberman, as Manager of REDSPEED FLORIDA, LLC, a Florida Limited Liability Company, on behalf of the company. They are personally known to me or who has produced a FL Drivers License (type of identification) as identification.

My commission expires: August 21, 2027

James Pyke

NOTARY PUBLIC

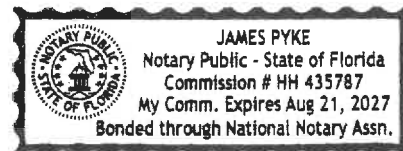


EXHIBIT “A”
(NEGOTIATED SCOPE OF SERVICES)

DEFINITIONS:

As used in this Agreement, the following words and terms shall, unless the context otherwise requires, have the respective meanings provided below:

“Motor Vehicle” means any self-propelled vehicle not operated upon rails or guide-way, but not including any bicycle or electric personal assisted mobility device.

“Notice of Violation” means a citation or equivalent instrument issued by a competent state or municipal law enforcement agent or agency or by a court of competent jurisdiction relating to a violation documented or evidenced by SPE System or RedSpeed as an agent of such law enforcement agent, agency or court.

“Motor Vehicle Owner” means the person or entity identified by the Florida Department of Motor Vehicles, or other state vehicle registration office, as the registered owner of a vehicle. Such term shall also mean a lessee of a motor vehicle pursuant to a motor vehicle lease or rental agreement.

“Recorded Images” means photographic, electronic, digital or video images of a Motor Vehicle recorded by a SPE System and establishing a time sequence of the Motor Vehicle entering the intersection or speed zone and its speed.

“RedCheck” means web-based violation processing system used by Traffic Enforcement Officer.

“Speed Photo Enforcement System” (herein “SPE System”) means an electronic system that captures recorded images of Motor Vehicles speeding in designated school zone and consisting of, at a minimum one radar, IR panel, and up to seven (7) individual video cameras capable of monitoring up to seven (7) lanes of enforcement.

“Traffic Enforcement Officer” means an employee of City’s police department or other City employee who meets the qualifications of Chapter 316 of the Official Code of Florida Annotated for approving and/or issuing Notices of Violation.

“Violation” means a violation under Chapter 316, Florida Statutes or a violation of City’s Code of Ordinances, as may be amended from time to time.

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SECTION 1.

REDSPEED SCOPE OF WORK

1. REDSPEED agrees to provide a turnkey solution for SPE Systems to City wherein all reasonably necessary elements required to implement and operate the solution are the responsibility of REDSPEED, except for those items identified in Section 2 titled "CITY Scope of Work". REDSPEED and CITY understand and agree that new or previously unforeseen requirements may, from time to time, be identified and that the parties shall negotiate in good faith to assign to the proper party the responsibility and cost for such items. In general, if work is to be performed by CITY, unless otherwise specified, CITY shall not charge REDSPEED for the cost. All other in-scope work, external to CITY, is the responsibility of REDSPEED.
2. REDSPEED agrees to make every effort to adhere to the Project Timeline agreed upon between the parties and based on the Best and Final Offer.
3. REDSPEED will install SPE Systems at several intersections, school zone areas or grade crossing approaches after completion of site analyses at the CITY's discretion. In addition to any initial locations, the parties may agree from time to time to add to the quantities and locations where SPE Systems are installed and maintained. REDSPEED will not remove any systems, unless directed by the City. If termination provision within the Agreement is exercised REDSPEED shall remove all equipment and restore property to original condition or better within 60 days after the termination of this agreement.
4. REDSPEED will operate each SPE System on a 24-hour basis, barring downtime for maintenance and normal servicing activities.
5. REDSPEED agrees to provide a secure website (www.SpeedViolations.com) accessible to recipients who have received Notices of Violation by means of a Notice #, which will allow violation image and video viewing. REDSPEED will ensure that the website meets all current ADA requirements as may be amended from time to time.
6. REDSPEED shall provide technician site visits to each SPE System once per month to perform preventive maintenance checks consisting of: camera enclosure lens cleaning, camera, strobe, and controller enclosure cleaning, inspection of exposed wires, and general system inspection and maintenance. REDSPEED shall also conduct annual calibrations as required by Florida Statutes.
7. REDSPEED shall use best efforts to endeavor to repair a non-functional SPE System within forty-eight (48) hours of determination of a malfunction. No device shall non-functional for more than five (5) calendar days. REDSPEED shall provide City with reports view reports that measure down time.

REDSPEED will ensure that while the system is malfunctioning no violations will be captured or, if captured, violations will be discarded and not submitted to review by CITY.

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8. REDSPEED shall use best efforts to endeavor to repair the SPE System within one (1) business day from the time of the outage. Outages of CITY internet connections or infrastructure are excluded from this service level.
 9. REDSPEED will establish a demand deposit account bearing the title, “RedSpeed Florida LLC as agent for The City of Plantation at CIBC Bank.” All funds collected on behalf of CITY, excluding REDSPEED’s weekly fees and any fees (i.e. credit card) associated with electronic processing of violations, will be deposited in this account and transferred by wire on or about the 15th calendar day of the month to CITY’s primary deposit bank. CITY will identify the account to receive funds wired from First Midwest Bank. CITY shall sign a W-9 and blocked account agreement, to be completed by CITY, to ensure CITY’s financial interest in said bank account is preserved.
 10. REDSPEED will design, fabricate, install, obtain permits, and maintain one speed warning sign for each monitored approach/ provide all signage in accordance with State Statutes as may be amended/FDOT criteria.
 11. REDSPEED or subcontractors will be responsible for any costs associated with building, construction, electrical, street use, and/or pole attachment permits.
 12. REDSPEED shall assign a project manager who will be the liaison between CITY and REDSPEED and will be responsible for project activities such as development of a project plan and tracking of deliverables. CITY shall reserve the right to request a new project manager.
 13. REDSPEED shall provide CITY with RedCheck, an automated web-based citation processing system that includes image processing, color printing and mailing of a Notice of Violation per chargeable event. Each Notice of Violation shall be delivered by first class mail to the Motor Vehicle Owner within the statutory period. Mailings to Motor Vehicle Owners responding to Notices of Violation identifying drivers in affidavits of non-liability or by rental car companies are also included.
 14. REDSPEED shall provide the Traffic Enforcement Officer with access to RedCheck, for the purposes of reviewing Violations Data within five (5) days of the gathering of the Registered Vehicle Owner Information.
 15. The decision to issue Notice of Violation shall be the sole, unilateral and exclusive decision of the Traffic Enforcement Officer consistent with State Law.
 16. RedCheck shall apply an electronic signature to a Notice of Violation when authorized to do so by an approving Traffic Enforcement Officer.
 17. REDSPEED shall obtain in-state vehicle registration information necessary to issue citations if it is named as CITY’s agent.
 18. REDSPEED shall seek records from out-of-state vehicle registration databases and apply records found by RedCheck to issue citations for CITY.

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19. If CITY is unable to or does not desire to integrate REDSPEED data into its adjudication system, REDSPEED shall provide an on-line adjudication processing module, which will enable the adjudication function to review cases, related images, correspondence, and other related information required to adjudicate the disputed Notice of Violation.
 20. REDSPEED shall provide to CITY access to RedCheck system, which provides CITY with ability to run and print all standard system reports.
 21. If required by CITY, REDSPEED shall, at REDSPEED's expense, provide and train CITY with a local expert witness able to testify in administrative proceedings and in court on matters relating to the accuracy, technical operations, and effectiveness of the SPE System until judicial notice is taken.
 22. In those instances where damage to an SPE System is caused by negligence on the part of CITY or its authorized agent(s), REDSPEED will provide CITY an estimate of the cost of repair. Upon authorization to proceed with the repairs or replacement, REDSPEED shall replace or repair any damaged equipment and invoice for the pre-approved repair cost. REDSPEED shall bear the cost to replace or repair equipment damaged in all other circumstances.
 23. REDSPEED shall provide a toll-free, CITY-specific help line to help CITY resolve any problems encountered regarding its SPE System and/or citation processing. The help line shall function during normal business hours. Call Center hours for violators is Monday-Friday 9:00 AM to 5 PM EST.
 - 23a. Call Center is for the violator and helpline is for the CITY. The assigned project manager is available as needed and we will provide cell phone number for emergency contact.
 24. REDSPEED shall provide Motor Vehicle Owners with the ability to view Recorded Images of Violations involving their motor vehicles online. This online viewing system shall include a link to the REDSPEED payment website(s).
 26. REDSPEED shall provide CITY with a warning period consistent with State law. To include but may not be limited, Multi-language PSA, FAQ, Clip Art as needed, printed handouts / posters as needed, social media assistance, PR firm availability.
 27. REDSPEED shall provide authorized City users access to on demand video, reporting tools and other online features through its RedCheck and SiteOps programs. RedSpeed will maintain video data forty-five (45) days unless otherwise requested for preservation by the City.
 28. CITY will have real-time access to violation and camera data.
 29. REDSPEED at the direction of the CITY will install and maintain any required signage including flashers.

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30. REDSPEED will relocate an SPE System at no cost to a new enforcement location once it has been mutually agreed upon between REDSPEED and CITY.
 31. REDSPEED shall provide/build custom reports for the CITY at no cost.
 32. REDSPEED shall adjust enforcement schedule (calendar) within the same day following City's approval.
 33. REDSPEED shall not be reimbursed for any costs/fees associated with Certified Mail for Notices of Violation converted to Uniform Traffic Citations and all extra-action charges or fees listed herein. REDSPEED shall not be reimbursed for any expenses unless authorized in writing by CITY.

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SECTION 2.

CITY'S SCOPE OF WORK

1. Within seven (7) business days of execution of the Agreement, CITY shall provide REDSPEED with the name and contact information for a project manager with authority to coordinate CITY responsibilities under the Agreement.
2. Within seven (7) business days of the Agreement, CITY shall provide REDSPEED with the name and contact information for an Appeals Coordinator or staff responsible for oversight of all related program requirements.
3. Within seven (7) business days of execution of the Agreement, CITY shall provide REDSPEED with the name(s), contact information, and electronic signature(s) of all Traffic Enforcement Officers authorized by CITY's police department to approve and issue Notices of Violation.
4. CITY may elect to establish a method by which a Motor Vehicle Owner who has received a Notice of Violation may review the images and video evidencing the Violation at www.SpeedViolation.com free of charge. This may be at a publicly available terminal at CITY's facility or by appointment with the Police Department.
6. CITY shall endeavor to approve or reject REDSPEED submitted plans within seven (7) business days of receipt. REDSPEED and CITY will endeavor to approve the plans in a timely manner.
7. CITY will endeavor to issue all needed permits to REDSPEED and its subcontractors in an expedited fashion for plan approval.
8. If use of private property right of way is needed, CITY shall assist REDSPEED in acquiring permission to build in existing utility easements as necessary. Any additional cost for private property right of way lease/rental costs shall be borne by REDSPEED. REDSPEED reserves the right to not install on private property if the costs are unreasonable.
9. CITY may allow REDSPEED to build needed infrastructure in existing CITY owned easement as necessary and only after required permits have been approved.
10. CITY's Traffic Enforcement Officer(s) will endeavor process each potential violation in accordance with State Law and/or CITY's Ordinances within five (5) days (excluding Saturday, Sunday and CITY observed holidays) of its appearance in the Law Enforcement Review Queue, using RedCheck to determine which Violations will be issued as Notices of Violation.

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11. Police Department workstation computer monitors for citation review and approval should provide a minimum resolution of 1280 x 1024.
 12. Police Department shall provide signatures of all authorized police users who will review events and approve citations on forms provided by REDSPEED.
 13. CITY shall handle inbound and outbound phone calls and correspondence from defendants who have questions about disputes, and other issues relating to citation adjudication. CITY may refer citizens with questions regarding REDSPEED or SPE System technology and processes to websites and/or toll-free telephone numbers provided by REDSPEED for that purpose.
 - 13a. Should the CITY receive direct inquiries they will forward citizen inquiries to red speed's call center and/or refer them to the website secure.speedviolation.com.
 14. If remote access to a REDSPEED SPE System is blocked by CITY's network security infrastructure, CITY's Technology Consultant shall coordinate with REDSPEED to facilitate appropriate communications while maintaining required security measures.
 15. CITY shall at all time maintain a list of school and school zone hours and shall inform REDSPEED of all times for each Zone. CITY shall maintain and update this list, and shall be responsible for ensuring the accuracy of any citation issued against the corresponding time.
 16. CITY shall maintain a School Zone calendar and shall notify REDSPEED as soon as practical before a change of scheduled enforcement (I.e. short days, no in-person instruction days, closings, etc).
 17. CITY shall ensure that cameras in City maintained right of ways shall remain free of obstructions from other roadway infrastructure and foliage.

END OF SECTION

EXHIBIT “B”
(Advertised Scope of Services)

SCOPE OF SERVICES

I. City's Intent

The City of Plantation is requesting proposals from qualified Firm(s) for a school zone speed detection system. The Firm will provide and install all equipment and monitor the camera system for violations. The equipment and monitoring will be provided at no cost to the City with revenue sharing of any collections. This is a cooperative RFSP issued by the City of Plantation on behalf of the Southeast Florida Governmental Cooperative Purchasing Group and the participating agencies referenced herein.

II. Scope of Work

The Firm will supply a speed camera detection system and program for school zones in the City of Plantation and any other participating public agencies. This system must be exclusively violator funded. All installation, maintenance, calibration, administration, and regulatory compliance costs are the responsibility of the vendor. The Firm may accomplish this through a revenue split per citation paid, or a fixed cost per citation paid. The Firm is responsible for ensuring that the program meets and maintains compliance with all local, state, and federal laws.

III. Project Specific Requirements

- Firm performs all necessary needs testing.
- Firm provides and installs all signage and equipment related to the program.
- Firm maintains all equipment, documentation, certifications, and permissions related to the program.
- Firm provides system training to the police department at no cost.
- Firm provides the Police Department with the ability to review stored footage (minimum 45 days).
- Firm provides the Police Department with the ability to live stream video from the camera feeds.
- Firm provides software for the approval and management of citations, review of video, and input of "hot list" data.
- Firm provides software for accessing automated license plate readers features.
- Speed detection camera system must be a high definition motion picture camera system that uses only infrared for lighting.
- Automated license plate readers for each location.
- Shall have the ability to merge automated license plate readers data with FLOCK, VIGILANT, and REKOR Recognition database systems.
- System must provide traffic data for speed and volume based on time of day.
- System must be programmable for school calendar, specific enforcement times, and variable speed thresholds.

SCOPE OF SERVICES

- System must be fixed location in nature.
- System must manage multi-lane roads with high volumes of traffic.
- Firm provides all necessary documentation of certifications, citations, and evidence needed for court hearings.
- The service contract with the City of Plantation must be reviewable with an option to terminate after one year of implementation.
- Automated license plate readers and video system capabilities must be maintained at all times without regard to school calendar or the volume of citations generated at any location.
- Firm is responsible for the cost of returning physical locations to their previous state if any equipment is removed or uninstalled for any reason.
- Firm is responsible for ensuring compliance with all applicable Florida laws regarding school zone speed enforcement and automated license plate reading.
- Firm is responsible for obtaining all necessary permits from FDOT, Broward County, and the City of Plantation.
- Programed enforcement times must be able to be modified within 24 hours' notice to accommodate changes in active school zone times.
- The City shall have the right to use the selected firms' infrastructure to add additional equipment to the chosen firms' pole such as additional cameras and or ALPR cameras at the sole discretion of the City. The City will not pay a lease fee for access to the infrastructure or any increase in electricity that may be incurred.
- The Firm will allow any and all violators to view a video clip in addition to a still photo of them committing a violation.
- The Firm will comply with Florida State Statute 119 in regards to public records request at the Firm's sole costs.

IV. Southeast Florida Governmental Cooperative Purchasing Group, Participating Agencies:

- City of Coconut Creek
 - Seven (7) School Zones
 - Currently utilizing FLOCK Automatic License Plate Reader Software
- City of Delray Beach
 - Ten (10) +/- School Zones
 - Currently utilizing VIGILANT Automatic License Plate Reader Software
- City of Miami Shores
 - Four (4) School Zones
 - Currently utilizing INSIGHT Automatic License Plate Reader Software

SCOPE OF SERVICES

- City of Doral
 - o Twenty (20) School Zones
 - o Currently utilizing Vigilant-Motorola Automatic License Plate Reader Software
- Other Southeast Florida Governmental Purchasing Cooperative Group members may participate in this contract for new usage, during the contract term, or in any contract extension term, if approved by the lead agency. New Southeast Florida Governmental Purchasing Cooperative Group members may participate in any contract on acceptance and approval by the lead agency.
 - o None of the participating governmental entities shall be deemed or construed to be a party to any contract executed by and between any other governmental entity and the Firm(s) as a result of this procurement action.
 - o Each participating governmental entity will be responsible for awarding the contract, issuing its own purchase orders, and for order placement. Each entity will require separate billings, be responsible for payment to the Firm(s) awarded this contract, and issue its own tax exemption certificates as required by the Firm.

END OF SECTION

EXHIBIT “C”
(Addendums)

ACKNOWLEDGMENT OF ADDENDA (IF APPLICABLE)

I, Robert Liberman, on this 28th, day of December, 2023 hereby
acknowledge receipt of all Addenda Notices hereby issued regarding the Bid No.
_____.

Addenda Numbers Received:

1, 2 and 3

AUTHORIZED SIGNATURE:

Robert Liberman

PRINTED NAME OF ABOVE:

Robert Liberman

TITLE OF ABOVE:

CEO

COMPANY NAME:

RedSpeed Florida

OFFICE OF THE MAYOR

Nick Sortal
Mayor

PROCUREMENT DEPARTMENT

Charles Spencer, NIGP-CPP
Director



CITY COUNCIL

Jennifer Andreu, President
Timothy J. Fadgen, President Pro Tem
Denise Horland
Erik Anderson
Louis Reinstein

ADDENDUM No. 1

RFSP No. 005-24

SPEED DETECTION CAMERA SYSTEM FOR SCHOOL ZONES

DATE OF ADDENDUM: November 14, 2023

TO ALL PROSPECTIVE PROPOSER(S):

The following clarification, changes, additions and/or deletions are hereby made part of the Contract Documents for RFSP No. 005-24

Questions and Answers

Question No. 1: How many school zones does the City of Plantation want to be enforced with this RFSP award?

Response No. 1: There are 10 public schools in the City of Plantation. The number of schools selected for enforcement will depend on the results of the needs testing at each location

Question No. 2: Is bidirectional enforcement required at all school zone sites in the City of Plantation? If not, which ones will and which ones will not?

Response No. 2: Bidirectional enforcement required at all school zone sites in the City of Plantation.

Question No. 3: Will the City provide a 10 – 14 calendar day extension to the deadline?

Response No. 3: At this time the City is not considering an extension to the deadline/proposal opening.

Question No. 4: Are the potential partner municipalities that were listed planning to actually utilize this procurement OR is this just potential info at this point?

Response No. 4: The listed municipalities are expressed interest in the utilization of this agreement dependent on the results of “needs testing: at each of their location.

Question No. 5: Does the City intend to enforce at all in the Summer, OR only when school is in session during the regular school calendar year?

Response No. 5: The City of Plantation desires enforcement whenever the school zones are active, including summer session. Not all schools in the City have summer sessions every year. Which schools have summer sessions is determined by Broward County Schools each year.

OFFICE OF THE MAYOR

Nick Sortal
Mayor

PROCUREMENT DEPARTMENT

Charles Spencer, NIGP-CPP
Director



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Louis Reinstein

Question No. 6: An introductory letter, introducing the Proposer including the corporate name (if applicable), address and telephone number of principal office, number of years in business and staff size. Include a reproduction of Corporate Charter Registration, if applicable. Indicate the primary person responsible for this project. Introduction shall be signed by an individual authorized to bind the Firm.

Please confirm that this letter is in addition to, and not a repeat of, the Transmittal Letter required on page 30.

Response No. 6: This letter is in addition to, and is not a repeat of, the Transmittal Letter required on page 30.

Question No. 7: The initial Contract shall be for a term of five (5) years. The term of the Contract may be extended by the City, with the written consent of the Firm, for such additional period of time as may be necessary or advantageous to the City.

- What is the anticipated award date of the contract?
- What is the desired Go Live date?

Response No. 7: At this time the City does not have an anticipated “go-live” date, or anticipated contract award date.

Question No. 8: Please define the word “Principal” used here.

Response No. 8: A person who has controlling authority or is in a leading position. the person in charge. The owner of the company or primary decision-maker.

Question No. 9: Please define the term “operating model.” What specific information is the City interested in from potential vendors?

Response No. 9: How business components work together in line with the guiding principles mentioned herein. A visual or written representation of how a company’s system runs and operate. Describe what your system/company offers, the benefits of your system vs another’s. Describe what sets your system and company apart from others.

Proposals **must** be submitted on or before **December 6th at 11:00AM**. Proposals must be submitted electronically ONLY via the Demand Star website.

<https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/>

All other terms, conditions and specifications remain unchanged for RFSP No. 005-24.

Please acknowledge receipt of this Addendum No. 1 by returning it and/or acknowledging it in your proposal.

FIRM’S NAME: _____

OFFICE OF THE MAYOR

Nick Sortal
Mayor

PROCUREMENT DEPARTMENT

Charles Spencer, NIGP-CPP
Director



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ADDENDUM No. 2

RFSP No. 005-24

SPEED DETECTION CAMERA SYSTEM FOR SCHOOL ZONES

DATE OF ADDENDUM: November 17, 2023

TO ALL PROSPECTIVE PROPOSER(S):

The following clarification, changes, additions and/or deletions are hereby made part of the Contract Documents for RFSP No. 005-24

Questions and Answers

Question No. 1: Is the vendor required to process payments on the program?

- a. If so, is this for mail in payments ("lockbox"), Web payments, Phone payments? OR if only certain types please specify

Response No. 1: Yes, the vendor will be required to process payments. Online, phone, and mail in payments with credit card, check, or echeck.

Question No. 2: Is the vendor expected to provide customer service representatives to answer citizen inquiries?

Response No. 2: Yes, the vendor will be expected to provide at a minimum a telephonic customer service center to handle citizen inquiries. Web based customer service is also welcomed.

Question No. 3: How long should vendors assume in their models for receipt of permits from time of request?

Response No. 3: Fourteen (14) Days

Question No. 4: For each potential School Zone for enforcement, how many lanes are there in each direction for enforcement?

Response No. 4: No more than five (5) lanes in each direction. The number of lanes may decrease based on the agency, and area.

Question No. 5: Proposer(s) shall provide a summary of any litigation filed against their firm or key personnel in the past five (5) years. The summary shall state the nature of the litigation, a brief description of the case, the outcome or projected outcome, and the monetary amount involved. If none, state as such. Include whether the Proposer or any of its principals has ever been declared bankrupt or reorganized under Chapter 11 or put into receivership. List any criminal violations and/or convictions of the Proposer and/or any of its principals. Proposers shall also state if the Proposer and/or firm has had contracts for the services sought under this RFSP which were terminated for default, non-performance or delay in the past five (5) years. Proposer shall describe all such terminations, including the name and address of the other contracting party for each such occurrence. If none, state as such.

OFFICE OF THE MAYOR

Nick Sortal
Mayor

PROCUREMENT DEPARTMENT

Charles Spencer, NIGP-CPP
Director



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Louis Reinstein

Please define the word “Principal” used here.

Response No. 5: A person who has controlling authority or is in a leading position. the person in charge. The owner of the company or primary decision-maker.

Question No. 6: Corporate Resolution

Given the short time frame, we would be unable to assemble our board of directors in time to complete and sign this resolution. Will the City accept a Secretary’s Certificate as an approved equivalent?

Response No. 6: The City accept a Secretary’s Certificate as an approved equivalent, however reserves the right to request Corporate Resolution at which time the Firm shall comply accordingly.

Proposals **must** be submitted on or before **December 6th at 11:00AM**. Proposals must be submitted electronically ONLY via the Demand Star website.

<https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/>

All other terms, conditions and specifications remain unchanged for RFSP No. 005-24.

Please acknowledge receipt of this Addendum No. 2 by returning it and/or acknowledging it in your proposal.

FIRM’S NAME: _____

OFFICE OF THE MAYOR

Nick Sortal
Mayor

PROCUREMENT DEPARTMENT

Charles Spencer, NIGP-CPP
Director



CITY COUNCIL

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Erik Anderson
Louis Reinstein

ADDENDUM No. 3

RFSP No. 005-24

SPEED DETECTION CAMERA SYSTEM FOR SCHOOL ZONES

DATE OF ADDENDUM: November 28, 2023

TO ALL PROSPECTIVE PROPOSER(S):

The following clarification, changes, additions and/or deletions are hereby made part of the Contract Documents for RFSP No. 005-24

Change(s)

By issuance of this addendum the Proposal Opening Date is hereby changed from December 6th, 2023 at 11:00AM to **January 9th, 2024 at 11:00AM**

Proposals **must** be submitted on or before **January 9th 2024 at 11:00AM**. Proposals must be submitted electronically ONLY via the Demand Star website.

<https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/>

All other terms, conditions and specifications remain unchanged for RFSP No. 005-24.

Please acknowledge receipt of this Addendum No. 3 by returning it and/or acknowledging it in your proposal.

FIRM'S NAME: _____

OFFICE OF THE MAYOR

Nick Sortal
Mayor

PROCUREMENT DEPARTMENT

Charles Spencer, NIGP-CPP
Director



CITY COUNCIL

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Louis Reinstein, President Pro Tem
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Denise Horland

ADDENDUM No. 4

RFSP No. 005-24

SPEED DETECTION CAMERA SYSTEM FOR SCHOOL ZONES

DATE OF ADDENDUM: January 5, 2024

TO ALL PROSPECTIVE PROPOSER(S):

The following clarification, changes, additions and/or deletions are hereby made part of the Contract Documents for RFSP No. 005-24

Question and Answers

Question No. 1: Can the City please explain what information they are looking for in the needs testing?

Response No. 1: The City is looking for an overall vehicle count and number of vehicles that are exceeding the posted speed limit in excess of the 10 MPH threshold.

Question No. 2 How many school zones are in state right of ways? And will the 14-day permitting timeline be the same for state and county right of way usage?

Response No. 2 This response only pertains to the City of Plantation. There are 2 school zones located within the state ROW. The remaining school zones are either in Broward County or City ROW.

Question No. 3: Are the camera's referenced in a) above the Speed Detection Device cameras, ALPR cameras, or is it your expectation that both be used for this purpose?

Response No. 3: Please explain the firm's ability to operate as speed detection cameras with integrated ALPR capabilities, however, the primary focus of this project is school speed cameras

Question No. 4: During what hours do you expect the live streaming video feeds to be available?

Responses No. 4: During authorized enforcement periods. If the law, now or in the future, allows the Police Department to utilize this capability outside of enforcement periods, the City would request the capability to livestream at all times in compliance with the law.

Question No. 5: Is it your expectation that the ALPR and video system capabilities will be available 24/7, 365 days per year?

Response No. 5: Yes, if permitted by law now or in the future.

Question No. 6: Are you of the opinion that the services listed above in a) and b) do not conflict with the language of Florida Statute 316.1896(15) which reads: (a) A speed detection system in a school zone may not be used for remote surveillance. (emphasis added)"... "Recorded video or photographs collected as part of a speed detection

OFFICE OF THE MAYOR

Nick Sortal
Mayor

PROCUREMENT DEPARTMENT

Charles Spencer, NIGP-CPP
Director



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systems in a school zone may only be used to document violations of ss. 316.1895 and 316.183 and for purposes of determining criminal or civil liability for incidents captured by the speed detection system. (emphasis added)”

Response No. 6: This is a new law and it is expected that future case law will provide further clarification as to what constitutes “remote surveillance” and permitted uses of the system for incidental crimes captured by the system. The City of Plantation intends to comply with all statutes and future case law regarding this system.

Question No. 7: Should any of the services requested by City be found to be in violation of Florida Statute 316.1896, will the City indemnify firm from any legal action resulting from the violation?

Response No. 7: The City intends to comply with all laws at all times. The City will not indemnify Firm from any legal action resulting from any violation. Firm shall comply with the Law, and ensure the system offered is operating in compliance with the Law.

Question No. 8: - Do you intend to permit the use of separate ALPR and video camera systems, or is the plan to utilize the speed enforcement system as both an ALPR and video system?

Response No. 8: If permitted by law the City intends for the speed enforcement system to have ALPR capabilities that integrate with the above systems.

Question No. 9: Is it your expectation that the ALPR cameras in each location as noted in c) above will be separate and independent from the cameras used for speed detection as defined by the statute or are you of the opinion that the services listed above do not conflict with the language of Florida Statute 316.1896(15).

Response No. 9: If permitted by law the City would prefer the speed detection cameras to have ALPR capabilities. If not permitted then the City may request to install a separate ALPR camera utilizing the same infrastructure. This is a new law and it is expected that future case law will provide further clarification as to what constitutes “remote surveillance” and permitted uses of the system for incidental crimes captured by the system. The City of Plantation intends to comply with all statutes and future case law regarding this system.

Question No. 10: Is the stored footage referred to in a) above the stored footage of violation videos only or any footage recorded?

Response No. 10: Any video recorded pursuant to a lawful use.

Question No. 11: Does the footage need to be made accessible through any video management software or must it be through the LPR vendor currently being utilized by the Plantation Police Department? If the current vendor, what is the source in which the live video needs to feed into?

Response No. 11: Any video management software capable of being supported by City IT Department.

Question No. 12: While we would have no objection to the City adding additional equipment to the poles, adding additional equipment to the poles would require a new wind load/structural requirement. With that in mind, is the City going to handle engineering associated with modifications?

Response No. 12: Yes, the City will be responsible for any needed Engineering studies for any additional equipment added that was not part of the original plan.

OFFICE OF THE MAYOR

Nick Sortal
Mayor

PROCUREMENT DEPARTMENT

Charles Spencer, NIGP-CPP
Director

**CITY COUNCIL**

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Erik Anderson
Jennifer Andreu
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Question No. 13: The systems we are proposing operates 24/7 off solar. In the event you decide to add additional equipment, can we add, at no charge to the City, additional solar/battery to the system to accommodate for that increase? If so, would you be able to advise us while we are in the engineering phase in order that we might account for the max power draws of each piece of equipment?

Response No. 13: Yes, and Yes, the City can provide this information

Question No. 14: Do the camera's need to be connected to or controlled by the flashing light systems installed currently? If so, who would be required to provide updated changes to school zone times?

Response No. 14: This response pertains to agencies in Broward County only. The City does not require the system to be connected to the flashing light systems as they are maintained and controlled by Broward County. Updated school zone times are set by Broward County.

Question No. 15: - Once a vendor is selected, who will coordinate the installation time frame?

Response No. 15: Installation will be coordinated with the Police Department in conjunction with City and County Engineering Departments, and FDOT where appropriate.

Question No. 16: Since the award is creating a procurement co-op, naming multiple cities/ systems throughout Broward, Palm Beach, and Miami Dade, is the evaluation committee a multi-agency committee or entirely comprised of City of Plantation staff?

Response No. 16: Currently the Selection Committee will comprise of City of Plantation staff. The City reserves the right to make changes to the selection committee, as necessary.

Question No. 17: If all or portions of the scope of services defined in the bid are found to not follow Florida Statutes, will the current bid be thrown out and reissued?

Response No. 17: If any portion of the solicitation is found to be in contradiction of the Florida Statute the Firm shall identify the contradiction within its submittal.

Question No. 18: Within section 4 Key Staff Experience and Qualifications, #3 Experience and qualifications of all key Proposer and Sub-Proposer players; (Provide resumes and licenses of all persons who will be involved in the engagement of the proposed project(s). Are resumes only required for named key staff?

Response No. 18: Resumes shall be provided for Key named Staff members (Proposer and Sub-Proposer). Firm reserves the right/ability to submit additional information as necessary.

Question No. 19: What qualifies as trade secret within a public request?

Response No. 19: Firm is encouraged to review/read Chapter 119 of the Florida Statutes for this determination.

Question No. 20: As this contract will be primarily based on a revenue share pricing structure and is not a "lump sum or cost or cost-plus-a-fixed fee professional services contract", do proposers need to complete the Truth in Negotiations Statement document.

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Response No. 20: The City is requiring that all Firm submitting a proposal to complete the “Truth in Negotiation Form” provided.

Question No. 21: Are the only price requirement included within the Bid/Proposal Form?

Response No. 21: Yes

Question No. 22: Will the City accept digital signatures as opposed to longhand that’s referenced on 3.1?

Response No. 22: The City will also accept digital signatures.

Question No. 23: On the proposed checklist, under submittal forms, it refers to register as a City of Plantation Vendor, where is this form?

Response No. 23: This action electronic and is performed on the City’s website (<https://www2.plantation.org/VendorApplication/>).

Question No. 24: Are we allowed to take exceptions?

Responses No. 24: Exception may be made. However, the Firm understands that the provided information within the solicitation provides the City preferred outcome and terms.

Question No. 25: Where should the proposed Schedule of Values be included within our response and what is a schedule of values?

Response No. 25: This solicitation does not require the submission of a Schedule of Values.

Question No. 26: Can Bidders number pages by major section?

Response No. 26: Yes.

Question No. 27: Can Bidders exclude signed forms, attachments, table of content, etc. from consecutive numbering requirement?

Response No. 27: Yes.

Question No. 28: Can the City please explain what information they are looking for in the needs testing?

Response No. 28: Testing system to ensure it meets the City’s desired outcome as described.

Question No. 29: Please confirm that a certificate of insurance is not required with the proposal and only confirmation that we can meet the requirement by submitting the Certificate of Insurance Summary form on page 63 of the RFSP.

Response No. 29: Submittal of a Certificate of Insurance is not required. However, submission of a sample Certificate of Insurance is encouraged. Submission of the Certificate of Insurance Summary form is required.

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Question No. 30: If there has not been any work performed previously by the vendor for the City of Plantation should this for be left Blank; or possibly enter N/A for the various columns?

Response No. 30: No Form or column should be left blank; the Firm shall use N/A where applicable and still sign Form(s) if necessary.

Proposals **must** be submitted on or before **January 9th 2024 at 11:00AM**. Proposals must be submitted electronically **ONLY** via the Demand Star website.

<https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/>

All other terms, conditions and specifications remain unchanged for RFSP No. 005-24.

Please acknowledge receipt of this Addendum No. 4 by returning it and/or acknowledging it in your proposal.

FIRM'S NAME: _____



EXHIBIT “D”

(Documentation required by the City submitted
by the RedSpeed during the solicitation period
prior to Notice of Award)

Certificate of Approval



STATE OF FLORIDA
DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES
TALLAHASSEE, FLORIDA

THIS IS TO CERTIFY PURSUANT TO RULE 15B-2.007(1) AND 15B-2.008 FLORIDA ADMINISTRATION CODE THAT THE STATE OF FLORIDA, DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES HAS ON FILE THE FOLLOWING INFORMATION PERTAINING TO A RADAR SPEED MEASURING DEVICE (RSMD) OR LASER SPEED MEASURING DEVICE (LSMD):

1. _____ (CHECK FOR RSMD) A CERTIFICATE OF TYPE ACCEPTANCE BY THE FEDERAL COMMUNICATIONS COMMISSION (FCC) AND THE DEVICE APPEARS ON THE CURRENT INTERNATIONAL ASSOCIATION OF CHIEFS OF POLICE (IACP) CONSUMER PRODUCT LIST FOR RADAR SPEED CRITERIA OF RULE 15B-2.0082 FLORIDA ADMINISTRATIVE CODE.
2. X (CHECK FOR LSMD) A REPORT FROM AN INDEPENDENT TESTING LABORATORY CERTIFYING THAT A LASER SPEED MEASURING DEVICE MEETS THE MINIMUM DESIGN CRITERIA OF RULE 15B-2.014 FLORIDA ADMINISTRATIVE CODE.

Stalker LIDAR XLR

(TYPE OF EQUIPMENT OR ACCESSORIES)

Certified on April 04, 2013

MANUFACTURED BY
Applied Concepts Incorporated

2609 Technology Drive

Plano, Texas 75074

Certifying Authority (signature)

John J. Bagnardi

Certifying Authority (printed name)

Lieutenant

Title

April 04, 2013

Date

PROPOSER'S CERTIFICATION

Type of identification produced _____

(NOTARY'S SEAL)

ACKNOWLEDGMENT OF PROPOSER, IF A LIMITED LIABILITY COMPANY

STATE OF Illinois _____)

SS

COUNTY OF Will _____)

On this 28th day of December, 2023, before me, the undersigned authority, personally appeared Robert Liberman, to me known to be the individual described in and who executed the foregoing instrument as CEO of RedSpeed Florida, a Limited Liability company, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the company's Board of Directors or other appropriate authority of said company, and who, having knowledge of the several matters in said foregoing instrument, certified the same to be true in all respects.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

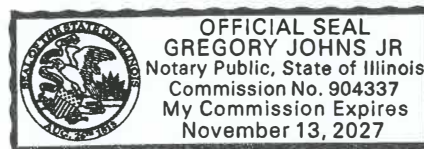
(Signature of Notary Public)

Gregory Johns Jr (Print, Type, or Stamp Commissioned Name of Notary Public)

Personally, known X or product identification _____

Type of identification produced _____

(NOTARY'S SEAL)



FORMS

FORM A-1

CONFLICT OF INTEREST DISCLOSURE FORM

I HEREBY CERTIFY that

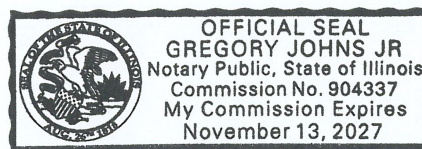
1. I (*printed name*) Robert Liberman am the (*title*) CEO and the duly authorized representative of the firm of (*Firm Name*) RedSpeed Florida, LLC whose address is 6245 Clark Center Ave Suite J
Sarasota, FL 34238, and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and,
2. Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project;
And,
3. This proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

EXCEPTIONS (List)

Firm Name: RedSpeed Florida, LLCPrinted Name: Robert LibermanSignature: Robert Liberman Title: CEODate: December 28, 2023STATE OF Illinois
COUNTY OF Will

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 28th (*date*) by Robert Liberman (*name of officer or agent, title of officer or agent*), of RedSpeed Florida (*name of corporation acknowledging*), a Florida (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or who has produced [Signature] (*type of identification*) as identification.

NOTARY PUBLIC

My Commission Expires: 11/13/2027

FIRM PROFILE

1. Firm (or joint venture) Name & Address RedSpeed Florida, LLC Corporate Address: 450 Eisenhower Lane North Lombard, IL 60148 South Florida Office: 8333 N.W. 53rd Street, Suite 450 Doral, FL 33166 Florida Headquarters: 6245 Clark Center Ave, Suite 3 Sarasota, FL 34328 Florida Technical Center: 20725 A37 NE 16th Ave Miami, FL 33179	1e. Licensed to do business in the State of Florida <u>X</u> Yes _____ No
1a. Firm is <u>X</u> National _____ Regional _____ Local FEIN # <u>80-0218940</u>	1f. Name, Title & Telephone Number of Principal to Contact Robert Liberman 630.329.9856 robert.liberman@redspeed.com
1 b. Firm is a County Certified Small Business _____ Yes <u>x</u> No 1c. Firm is a County Certified Disadvantage Business Enterprise _____ Yes <u>x</u> No 1d. Firm is a Certified Minority Business _____ Yes <u>x</u> No	1g. Address of office to perform work, if different from Item 1
2. Please list the number of people by discipline that your firm/joint venture will commit to City projects. Please see Personnel Tab for detailed disciplines and assignments.	
3. If submittal is by joint venture list participating firms and outline specific areas of responsibility (including administrative, technical, and financial) for each firm: N/A 3a. Has this joint venture previously worked together? _____ Yes _____ No	

FORMS

Fill in Form

FORM 3

TEAM COMPOSITION

Role	Name and City of Residence of individual assigned to the project	Florida Active Registrations Number
Principal-in-Charge	Robert Liberman	
Project Manager	Greg Parks	
List other Key Members:	Please see Personnel Tab Incorporated by Reference	

Sub Consultants:

Role	Company Name & Address of Office Handling this Project	Projected % of Overall Work on Entire Project	Name of Individual Assigned to this Project	Firm Worked with prime before (Yes or No)	Individual Worked with prime before (Yes or No)	Firm is DBE /CBE (Yes or No)

Are there any contractual agreements between the respondent (prime consultant) and any of the proposed sub-consultants? ____ Yes ____ No N/A

If the answer is yes, the respondent shall attach, with their submittal, information describing the contractual relationship including a copy of any written contractual agreement.

FORMS**FORM 3****LOCATION**

1. Specify address of Prime Consultant's designated office where the majority of work on projects will be performed:

RedSpeed Florida Technical Center
20725 A37 NE 16th Ave
Miami, FL 33179

2. Indicate percentage of total overall project fees projected to be performed on projects by the Prime Consultant's office specified above. (Do not include percentage of fees anticipated to be performed on projects by sub-consultants)

65 %

3. Specify address of Prime Consultant's other office(s) where any part of the work on projects will be performed (if applicable):

450 Eisenhower Lane North
Lombard IL 60148

4. Indicate percentage of total overall fees projected to be performed on projects by the office specified above. Do not include percentage of fees anticipated to be performed on projects by sub-consultants.

35 %

5. Indicate percentage of total overall fees projected to be performed on projects by firms located within City of Plantation including the prime consultant and sub-consultants, utilizing information supplied above.

0 %

PUBLIC ENTITY CRIMES

SWORN STATEMENT UNDER SECTION 287.133(3)(a) FLORIDA STATUTES

TO BE RETURNED WITH BID

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted with Bid, Proposal or Contract for Automated Speed Enforcement
2. This sworn statement is submitted by RedSpeed Florida, LLC (entity submitting sworn statement), whose business address is 450 Eisenhower Lane North and its Federal Employer Identification Number (FEIN) is 80-0218940. (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____).
3. My name is Robert Liberman (please print name of individual signing), and my relationship to the entity named above is Manager.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - a) A predecessor or successor of a person convicted of a public entity crime; or
 - b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charges with and convicted of a public entity crime subsequent to July 1, 1989.

PUBLIC ENTITY CRIMES

Fill in Form

The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies.)

There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Robert Liberman

(Signature)

1/8/2024

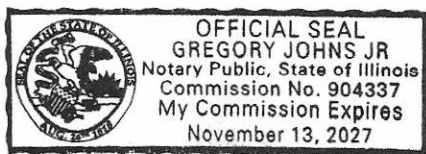
(Date)

STATE OF Illinois

COUNTY OF Will

The foregoing instrument was acknowledged before me this 8th Day of January, 2024, by Robert Liberman, who is personally known to me or who has produced Drivers License as identification.

NOTARY SEAL



NOTARY PUBLIC

SIGN: [Signature]

PRINT: Gregory Johns Jr

Notary Public, State at large

My Commission Expires: 11/13/2027

DRUG-FREE WORKPLACE

Fill in Form

STATEMENT UNDER SECTION 287.087 FLORIDA STATUTES

TO BE RETURNED WITH BIDDER

Preference must be given to BIDDER submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with the Florida Statutes, Section 287.087. This requirement affects all public entities of the State and became effective January 1, 1991.

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any convictions of, or plea of guilty or nolo contendere to, any violations of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the above measures.

As the person authorized to sign this statement, I certify that this company complies with the above requirements.

Robert Liberman
Signature

Robert Liberman
Printed Name

RedSpeed Florida, LLC
Bidder Name

12/28/2023
Date

NON-COLLUSION CERTIFICATION

TO BE RETURNED WITH BID

By signing and submitting this bid, the BIDDER certifies that this bid is made independently and free from collusion.

BIDDER shall disclose below, to their best knowledge, any City of Plantation officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes (2014), who is an officer or director or, or has a material interest in, the BIDDER's business, who is in a position to influence this procurement. Any City of Plantation officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the BIDDER, or if they otherwise stand to personally gain if the contract is awarded to this BIDDER.

In the event the Bidder does not indicate any names, the City shall interpret this to mean that the BIDDER has indicated that no such relationships exist. Failure of a Bidder to disclose any relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.

NAME

RELATIONSHIP

Witnesses:

Michael McAllister

Typed name: _____

Greg Parks

Typed name: _____

BIDDER:

By: Robert Liberman

Name: Robert Liberman

Title: CEO

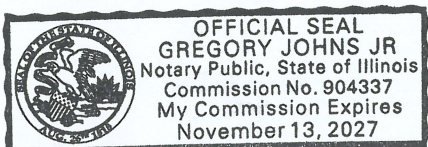
STATE OF Illinois

COUNTY OF Will

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 28th (date) by Robert Liberman who is personally known to me or who has produced Drivers License as identification.

My commission expires: 11/13/2027

[Signature]
NOTARY PUBLIC



Revised July 2023



EXHIBIT “E”

(Insurance Requirements)

INSURANCE REQUIREMENTS

Statement

Contractors shall not commence any work until they have obtained and satisfied the city's insurance requirements under written contract with the city and such insurance has been approved by the City of Plantation Risk Management Department. Contractors shall not allow any subcontractor to commence work until all insurance requirements have been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in the State of Florida. All insurance companies shall have a Financial Rating of no less than "A-" and Class X respectively, in the latest edition of A.M. Best Rating Guide. The types and amounts of insurance shall not be less than the amounts specified in this agreement.

Insurance

The required insurance coverage's shall be written in accordance with the hazards and magnitude of the project, but in no circumstances a lesser coverage amount, nor more restrictive than the limits of liability and schedule of hazards described herein.

Contractors shall be responsible to purchase and maintain required insurance policies during the term of the contract agreement. If the Contractor fails to procure and maintain such insurance, the City of Plantation shall have the right, but not the obligation, to purchase and maintain said insurance for and in the name of the Contractor, and the Contractor will pay the premium cost thereof and shall furnish all necessary information to the city in order to make effective and maintain such insurance.

Additional Insured

Certificates of Insurance and insurance policies shall also be endorsed to name the City of Plantation "Additional Insured" on the Commercial General Liability with the following or similar endorsements providing equal or broader Additional Insured coverage, such as the basic CG2026 07 04 Additional Insured--Designated Person or Organization endorsement, or the CG2010 10 01 Additional Insured-Owners Lessees, or Contractors endorsement, or the CG2010 07 04 Owners, Lessees or Contractors endorsement, including the additional endorsement of CG2037 10 01-Additional Insured- Owners, Leases have Contractors Operations endorsement. Endorsements shall be required to provide back coverage for the contractors "Your Work" as defined in the insurance policy and liability arising out of the products & completed operations hazard.

Commercial General Liability

Contractor will agree to maintain Commercial General Liability at a minimum limit of liability not less than **\$1,000,000** Each Occurrence, and **\$2,000,000** Annual Aggregate unless the particular contract calls for specific limits of insurance. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability. When a self-insured retention (SIR) or deductible exceeds **\$25,000**, the City reserves the right, but not the obligation, to review and request a copy of Contractor's most recent annual report or audited financial statement.

Business Automobile Liability

Contractor will agree to maintain Business Automobile Liability at a limit of liability not less than **\$1,000,000** Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers Compensation & Employers Liability

The Workers Compensation and Employers' Liability insurance shall be in accordance with Florida State Statutes 440.

INSURANCE REQUIREMENTS

Umbrella Excess Liability

If required by contract will be no more restricted than the underlying insurance policies. City of Plantation must be added and endorsed separately as additional insured on umbrella policies.

Professional Liability

If required by contract will be a minimum of 1,000,000.

Waiver of Subrogation

The Contractor will agree that each required policy will contain Waivers of Subrogation in favor the City of Plantation. Should an insurance policy condition **not** permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Contractor will agree to notify the insurer and request the policy be endorsed with a waiver of Transfer of Rights of Recovery against others, or its equivalent. This waiver of subrogation shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should contractor enter into such an agreement on a pre-loss basis.

Certificate(s) of Insurance

The Contractor will agree to provide City a Certificate of Insurance evidencing that all coverage's, limits and endorsements required herein are maintained and in full force and effect, and certificates of insurance shall provide a minimum thirty (30) days to notify, when available by Contractors insurer. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City by fax within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. Certificates of Insurance shall be in the form as approved by Insurance Standards Office (ISO) and such certificates shall clearly state all of the coverage's required in this section.

INSURANCE

Commercial General Liability insurance will cover liability bodily injury and property damage. Exposures to be covered are premises, operations, products/completed operations, and contracts. Coverage must be written on an occurrence basis, with the following **examples** of insurance.

Schedule

Limits

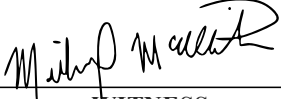
Commercial General Liability	\$1,000,000 Each Occurrence
Blanket Contractual Liability	\$2,000,000 Each Occurrence
Independent Contractors	Premises-Operations
Products & Completed Operations	Personal /Advertising Injury
Blanket Contractual Liability	Independent Contractors
Automobile Liability	
Any auto including Hired & Non-owned	\$1,000,000 Combined Single Limit
Broad Form Property Damage	\$1,000,000 Each Occurrence
Blanket X, C, U Hazards	If required (Included)
Workers' Compensation	Florida 440 Statutory Coverage
Employers Liability	\$1,000,000 Each Accident
Disease Policy Limit	\$1,000,000

INSURANCE REQUIREMENTS

Insurance Summary:

- A. Violation of the terms of this agreement and its subparts shall constitute a breach of the written contract and so the city at its sole discretion, may cancel the contract and all rights, title and interest of the Firm shall thereupon cease and terminate.
- B. The City reserves the right to require or adjust any of the insurance coverage's it deems necessary depending upon the company, the project and the potential hazard exposures.
- C. The city requires being named "**Additional Insured**" on all certificates of insurance. Certificates of Insurance can only be endorsed by an insurance agency or insurance company.
- D. No work is to be performed pursuant to a mutually agreed upon written contract between the City of Plantation and the Firm. The city will have the right to amend such contract to conform to City of Plantation guidelines for contract work.
- E. The City requires a "thirty (30) day notice of cancellation" on all certificates of insurance.

THE UNDERSIGNED FIRM HAS READ ALL THE FOREGOING REQUIREMENTS AND AGREES TO THE TERMS.



WITNESS



FIRM

DATE

CITY OF PLANTATION
Risk Manager

City's Risk Manager hereby waives the following Insurance Requirements

INSURANCE REQUIREMENTS

SAMPLE

DATE (MM/DD/YYYY)

12/12/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER American Underwriters Miami, FL 33166		CONTACT NAME: Agent Name (A/C, No, Ext): (A/C, No):	
INSURED Any-Business 1101 Easy St MIAMI, FL 33131		Agent CONTACT INFORMATION INSURER A: INSURER B: INSURER C: INSURER D: INSURER E:	
		NAIC #	

CERTIFICATE NUMBER:

REVISION

NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE Per - OCCUR ☒ ☐ GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY PRO-JECT LO ☐ OTHER:	☒	☒				EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS NON-OWNED AUTOS		☒				COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ INCLUDED BODILY INJURY (Per accident) \$ INCLUDED PROPERTY DAMAGE (Per accident) \$ INCLUDED \$
	☐ UMBRELLA LIAB ☒ EXCESS LIAB ☐ OCCUR CLAIMS-MADE ☐ RETENTION \$	☒	☒				EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/ N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	☒				☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EAEMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THE CITY OF PLANTATION SHALL BE LISTED AS CERTIFICATE HOLDER AND ENDORSED AS AN ADDITIONAL INSURED FOR LIABILITY. POLICIES SHALL BE ENDORSED TO PROVIDE 30 DAYS WRITTEN NOTICE CANCELLATION TO CERTIFICATE HOLDER.

10 DAYS NOTICE OF CANCELLATION FOR NON-PAYMENT. CONTRACTORS INSURANCE SHALL PROVIDE PRIMARY COVERAGE AND SHALL NOT REQUIRE CONTRIBUTION FROM CERTIFICATE HOLDER. *CONTRACTOR IS RESPONSIBLE FOR ALL DEDUCTIBLES. *FOR WORKERS COMP- WAVIER OF SUBROGATION

CERTIFICATE HOLDER

City OF Plantation 400 NW 73 rd AVENUE PLANTATION, FL 33317	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS AUTHORIZED REPRESENTATIVE - REQUIRED SIGNATURE
--	--



REDSILL-01

JSANDERS2

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/15/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Alliant Insurance Services, Inc. 353 N Clark St 11th Fl Chicago, IL 60654	CONTACT NAME: PHONE (A/C, No, Ext): (312) 595-6200 FAX (A/C, No): E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE INSURER A: American Zurich Insurance Company INSURER B: American Guarantee and Liability Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	
INSURED Redspeed Florida, LLC 450 Eisenhower Lane North Lombard, IL 60148	NAIC # 40142 26247	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC ☐ OTHER:			CPO 6899538 - 00	10/9/2023	10/9/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			CPO 6899538 - 00	10/9/2023	10/9/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☐ RETENTION \$			AUC 6943723-00	10/9/2023	10/9/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC 6899539 - 00	10/9/2023	10/9/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The following are included as Additional Insureds on the General Liability and Automobile Policies and Loss Payee on the Automobile Policy per written contract: City of Plantation

The General Liability Policy is on a Primary and Non-Contributory Basis per written contract.

A Waiver of Subrogation applies to the the General Liability, Automobile and Workers Compensation Policies per written contract. 30 Day Notice of Cancellation applies.

CERTIFICATE HOLDER

CANCELLATION

City of Plantation
400 NW 73rd Avenue
Plantation, FL 33317

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Statement on Insurance Compliance

In compliance with the requirements set forth in the RFP, RedSpeed Florida LLC confirms its commitment to maintaining the highest standards of insurance coverage throughout the duration of the Agreement. We understand the importance of robust insurance policies in safeguarding both our operations and our partnership with the City of Plantation. Our firm consistently exceeds the minimum insurance coverages specified, ensuring comprehensive protection against any claims related to our acts or omissions.

We will ensure that the "City of Plantation" is appropriately listed as an additional insured on all policies as required. In accordance with the RFP stipulations, RedSpeed Florida LLC will provide the City with copies of all Certificates of Insurance, or other sufficient documentation, demonstrating the required coverage at least fifteen (15) days prior to the commencement of services. Furthermore, if requested, we are prepared to furnish complete, certified copies of all insurance policies and endorsements any time upon request.

Our insurance policies are issued by insurers that not only meet but often exceed the A. M. Best rating of "A-" with a Financial Size Category of at least Class VII, and are fully authorized to transact insurance in the State of Florida. This aligns with the RFP's expectations and the City's Risk Management Department's standards. We assure the City that there will be no lapse in coverage at any time during the period in which coverage is mandated by the Agreement. RedSpeed Florida LLC is dedicated to upholding these standards, providing primary coverage without requiring contribution from any City insurance, thus ensuring a seamless and secure partnership.

EXHIBIT “F”
(General Terms and Provisions)

GENERAL TERMS AND PROVISIONS

1. PROPOSALS

Prices must be quoted on the sheet furnished by this Department; no other will be accepted. All prices quoted F.O.B. Plantation, Florida.

The responsibility for getting the Proposal to the City on or before the stated time and date will be solely and strictly the responsibility of the Proposer. The City will in no way be responsible for delays caused by the United States Postal Service or a delay caused by any other occurrence.

The Proposer shall be responsible for reading and completely understanding the requirements and specifications of the item(s) being proposed. Proposal time will be scrupulously observed. Under no circumstances will Proposals be submitted after the time specified be considered.

Proposals must be received electronically ONLY via the Demand Star website (<https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/>). Proposals not received electronically via Demand Star will be rejected.

2. EXCEPTIONS TO PROPOSAL

The Proposer will list on a separate sheet of paper any exceptions to the conditions of this Proposal. This sheet will be labeled "EXCEPTIONS TO PROPOSAL CONDITIONS," and will be attached to the Proposal. If no exceptions are stated, it will be understood that all general and specific conditions will be complied with, without exception.

3. MODIFICATION OR WITHDRAWAL OF PROPOSAL

Proposers may request withdrawal of a posted Proposal/proposal prior to the scheduled Proposal opening time provided the request withdrawal is submitted to the Procurement Department, in writing. Withdrawn Proposals may be resubmitted up to the time designated for the receipt of Proposals if they are then fully in conformance with the Information/Instruction for Proposers.

Proposal security, if any is required, shall be in an amount sufficient for the Proposal as modified or resubmitted.

4. RIGHT TO REJECT PROPOSALS

The City reserves the right to reject all Proposals/proposal, to waive any informalities or minor irregularities in the Proposals/proposals received, and to accept that Proposal/proposal which in its judgment, best serves the interest of the City. The City hereby fully retains full discretion to determine the responsiveness of the Proposal/proposal and Proposer's responsibility, character, fitness, and experience to perform the Work.

Proposers may be disqualified, and rejection of Proposals/proposals may be recommended to the City for any of but not limited to the following causes:

- A. Failure to use the proposal form furnished by the City.
- B. Lack of signature by an authorized representative on the Proposal/proposal form.
- C. Failure to properly complete Proposal/proposal.

Revised June 2023

GENERAL TERMS AND PROVISIONS

- D. Evidence of collusion among Proposers. Any evidence of agreement or collusion among Proposers and prospective Proposers acting to illegally restrain freedom of competition by agreement to Proposal a fixed price, or otherwise, will render the Proposals of such Proposers' void.
- E. Advance disclosures of any information given to any Proposer which would give that Proposer any advantage over any other interested Proposer, in advance of the opening of Proposals, whether in response to advertising or an informal request for Proposals, made or permitted by a member of the governing body of an employee or representative thereof, will operate to void all proposals of that Proposal solicitation or request.
- F. Omission of Proposal security (if required).
- G. Unauthorized alteration of Proposal form. The City reserves the right to waive any minor informality or irregularity.
- H. Failure to sign and return or acknowledge any addenda.

5. INCONSISTENCIES ON CONDITIONS

In the event there are inconsistencies between the General Provisions and other Proposal terms, or conditions contained herein, the former will take precedence.

6. ADDENDA AND INTERPRETATIONS

- A. If it becomes necessary to revise any part of this Proposal, a written addendum will be provided to all Proposers. The City is not bound by any oral representations, clarifications, or changes made in the written specifications by the City's employees, unless such clarification or change is provided to Proposers in written addendum form from the Procurement Director or designee.

Proposers shall promptly notify the City, prior to submission of their Proposal, of any ambiguity, inconsistency, or error they may discover upon examination of the Proposal and Contract Documents or of the site and local conditions.

- B. No interpretation of the meaning of drawings, specifications or other contract documents will be made to any Proposer orally, nor may the Proposer rely on any such pre-Proposal statements in completing his/her Proposal.
- C. All such interpretations and any supplemental instructions will be in the form of written addenda to the Proposal documents which, if issued, posted to the Demand Star website (www.demandstar.com). The City will not be responsible for any other explanations or interpretations of the Proposal/proposal documents. Failure of any Proposer to receive any such addendum or interpretation shall not relieve any Proposer from any obligation under their Proposal as submitted. All addenda so issued shall become a part of the Contract Documents.
- D. Each Proposer shall ascertain prior to submitting his/her Proposal that he/she has received all Addenda issued, and he/she shall acknowledge receipt and inclusion in his/her proposal of all Addenda.

7. AWARD OF CONTRACT

The Contract/Purchase Order will be awarded to the Proposer whose proposal is determined to be the most advantageous to the City, and whose Proposal is in the best interest of the City. Taking into consideration the evaluation factors and criteria set forth in the RFSP.

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- A. The Lowest Proposer is determined by the aggregate amount of the prices set forth in the form of Proposal or the aggregate amount of the Base Proposal, plus any Alternates selected by the City.
- B. A Responsive Proposer shall mean a Proposer who has submitted a Proposal which conforms, in all material respects, to the Proposal Documents.
- C. A Responsible Proposer shall mean a Proposer who has the capability, in all respects, to perform fully the contract requirements and the moral and business integrity and reliability which will assure good faith performance. In determining responsibility, the following criteria will be considered:
 - 1. The ability, capacity, and skill of the Proposer to fulfil the contract or provide the service(s) required.
 - 2. Whether the Proposer can fulfil the contract or provide the service promptly, or within the time specified, without delay or interference.
 - 3. The character, integrity, reputation, judgment, experience, and efficiency of the Proposer.
 - 4. The quality of performance of previous contracts or services. For example, the following information will be considered:
 - a. The administrative and consultant cost overruns incurred by City on previous contracts with Proposer,
 - b. The Proposer's compliance record with contract general conditions on other projects,
 - c. The submittal by the Proposer of excessive and/or unsubstantiated extra cost proposals and claims on other projects,
 - d. The Proposer's record for completion of the work within the Contract Time or within Contract Milestones and Proposer's compliance with scheduling and coordination requirements on other projects,
 - e. The Proposer's demonstrated cooperation with the City and/or other contractors on previous contracts,
 - f. Whether the work performed, and materials furnished on previous contracts, were in accordance with the Contract Documents.
 - 5. The previous and existing compliance by the Proposer with the laws and ordinances relating to contracts or services.
 - 6. The sufficiency of the financial resources and ability of the Proposer to perform the contract or provide the service.
 - 7. The quality, availability and adaptability of the goods or services to the particular use required.
 - 8. The ability of the Proposer to provide future maintenance and service for the warranty period of the contract.

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9. Whether the Proposer is in arrears to any Owner on debt or contract or is a defaulter on surety to any Owner.
10. Such other information as may be secured by the City having bearing on the decision to award the contract, to include, but not limited to:
 - a. The ability, experience, and commitment of the Proposer to properly and reasonably plan, schedule, coordinate and execute the Work.
 - b. Whether the Proposer has ever been debarred from proposing by any other public or private owner or found ineligible for proposing on any other projects.
 - c. Proposer's litigation history and reputation with owners for whom Proposer has previously worked.
 - d. Whether Proposer's contract on other projects has ever been terminated.
 - e. The purpose of the above is to enable the City to select the Proposal which is in the best interest of the City. The ability of the low Proposer to provide the required bonds (if applicable) will not of itself demonstrate the responsibility of the Proposer.

8. BRAND NAMES "OR EQUAL"

Manufacturer's brand name and model number are used in these specifications for the purpose of establishing minimum requirement level of quality and standards of performance and design required. This is in no way intended to prohibit the proposing of other manufacturer's items of equal material and function, unless otherwise indicated. Equal (substitution) may be Proposal, providing the product Proposal is found to be equal in quality, standards of performance, design, etc. to item specified, unless otherwise indicated. Where equal is proposed, Proposal must be accompanied by complete factory information sheets (specifications, brochures, etc.) documenting the equipment Proposal as equal. The CITY, after evaluation of the documentation submitted, will determine if products is approved as equal to the specified request.

9. TAXES

The City is tax exempt, therefore all applicable Federal, State and Local Taxes, unless otherwise instructed by the City shall be excluded in the Proposer's Proposal. City reserves the right to direct purchase materials at Contractor's negotiated prices with material providers and thereby generate a tax savings to itself. City may also provide Contractor with Tax Exempt Certification number so that Contractor may purchase City Designated items tax free.

10. COLLUSION CLAUSE

Any evidence of agreement or collusion among Proposers and prospective Proposers acting to illegally restrain freedom of competition by agreement to Proposal a fixed price, or otherwise, will render the Proposals of such Proposers' void.

11. NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Agreement, neither Proposer nor any subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Proposer will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual

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orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Proposer shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. Proposer further agrees that Proposer will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

12. ASSIGNMENT OF CONTRACTUAL RIGHTS

It is agreed that the successful Proposer will not assign, transfer, convey or otherwise dispose of the contract or its right, title, or interest in or to the same, or any part thereof, without previous written consent of the City and any sureties.

13. TIMELY DELIVERY

Time will be of the essence for any orders placed because of this Proposal. The City reserves the right to cancel such orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the Proposal/proposal form.

14. DEFAULT OF CONTRACT

In case of default by the Proposer or Contractor, the City may procure the items or services from other sources and hold the Proposer or Contractor responsible for any excess costs occasioned or incurred thereby.

15. ACCEPTANCE OF MATERIAL

The material delivered under this proposal shall remain the property of the seller until a physical inspection and actual usage of this material and/or service is made, and thereafter is accepted to the satisfaction of the City. It must comply with the terms herein and be fully in accord with specifications and of the highest quality. In the event the material and/or services supplied to the City is found to be defective or does not conform to specifications, the City reserves the right to cancel the order upon written notice to the Proposer and return product to Proposer at the Proposer's expense.

16. DAMAGE

Precautions should be taken to prevent damage to all property. If any materials, equipment, or other property of the City shall be damaged or destroyed by personnel furnished by the Contractor, the Contractor shall, at its own expense, promptly repair or replace same to the complete satisfaction of the City. The Contractor shall repair or replace any property damaged because of failure to provide proper or adequate protection to its original state and to the satisfaction of the Owner. Any property damage should be reported to the onsite Director or Manager immediately.

17. EMPLOYEE CONFLICT

The City of Plantation will not contract with persons, firms, or corporations where an City officer or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer or employee or the officer's or employee's spouse or child, or any combination of them, has a material interest.

18. CONVICTED VENDOR LIST

In accordance with s.287.133(3) (a), Florida Statutes, prospective Proposers are hereby advised as follows:

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- A. 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 Proposal on a contract to provide any goods and services to a public entity, may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals 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 in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- B. A public entity may not accept any Proposal, proposal, or reply from, award any contract to, or transact any business in excess of the threshold amount provided in s.287.017 for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with a person at the time of the commission of public entity crime resulting in that person being placed on the convicted vendor list may not accept any Proposal, proposal, or reply from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

19. PARTIAL/DUAL PROPOSAL SUBMITTALS

If approved by the City prior to submittal, Proposers may submit partial Proposals for one or more items or represent up to two (2) manufacturer(s) that are deemed as equals or as listed within the Proposal document. City of Plantation reserves the right to award one (1) or multiple vendors.

20. OTHER AGENCIES

All Proposers awarded contracts from this Proposal may, upon mutual agreement, permit any municipality or other governmental agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.

It is understood that at no time will any city, county, municipality, or other agency be obligated for placing an order for any other city, county, municipality, or agency; nor will any city, county municipality or agency be obligated for any bills incurred by any other city, county, municipality, or agency. Further, it is understood that each agency will issue its own purchase order to the awarded Proposer(s).

21. CONTRACT TERMINATION

The contract may be terminated at any time by the City giving written notice to the Contractor approximately thirty (30) calendar days prior to the desired termination date.

22. DUE DILIGENCE

Due care and diligence have been used in preparing these specifications and related information. However, no warranties are made as to the accuracy and completeness of the required information. It is the responsibility of the Proposer to ensure that they have all the information necessary to affect their Proposal/proposal. The City will not be responsible for the failure on the part of the Proposer to determine the full extent of the risk exposure and Scope of Work required to effectively perform under Contract. Proposers are expected to examine the conditions, Scope of Work, Special Conditions, Technical Specifications, and all instructions pertaining to services involved. Failure to do so will be at the Proposer's risk.

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23. ATTORNEY'S FEES

In the event of a dispute arising under this Agreement, whether or not a lawsuit or other proceeding is filed the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including attorneys' fees and costs incurred in litigation entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which the prevailing party is entitled shall include any costs that are taxable under any applicable statute, rule or guideline, as well as any non-taxable costs reasonably incurred in connection with the dispute, including, but not limited to, costs of investigation, copying, electronic discovery, information technology charges, telephone and mailing costs, consultant and expert witness fees, travel expenses, court reporter fees and transcript charges, and mediator fees, regardless of whether such costs would be otherwise taxable.

24. INCURRED COSTS

City of Plantation is not responsible for expenses incurred in attending any Pre-Proposal Conferences, preparation of proposal documents and submitting a proposal; therefore, such costs shall not be included in submitted proposals.

25. EX PARTE COMMUNICATION

To ensure fair evaluation of proposals/Proposals, ex parte communication initiated by offerors is prohibited from the time the responses are opened until the final decision has been made. No offeror may initiate communication with any City Council Member, or any board member, official, staff, consultant, or employee who is participating in the evaluation process. All communication initiated by an offeror after the responses are opened must be in writing to:

Charles Spencer, Procurement Director
400 NW 73rd Avenue
Plantation, FL 33317 and/or via email: espencer@Plantation.org.

The Evaluation Committee/Staff member may, however, initiate communication with any offeror to obtain additional information or clarification necessary for fair evaluation of their Proposal. Ex Parte communication initiated by an offeror may disqualify that offeror from consideration for this or future Solicitations.

26. AUTHORIZATION TO DO BUSINESS IN STATE OF FLORIDA

The City requires all companies who are awarded a Proposal/proposal to provide proof of "active/current" registration with the Florida Department of State; Division of Corporations prior to any start of work or providing of any commodity/good to the City, or as may be exempt by Florida Statutes.

27. CHANGE ORDERS/ADJUSTMENTS

The City may, at any time, by written order designated or indicated to be a Change Order, make any change or modification in the Work, or add to the Work within the general scope of the Contract specifications to complete the said work.

28. NON-EXCLUSIVE CONTRACT

This is a non-exclusive Contract. The City reserves the option to purchase any service(s), materials, or equipment from an alternate source.

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29. CONTRACT TERMS/OPTION

- A. This Contract shall be in effect until the City has acknowledged receipt of equipment and noted no damage, defects, or deficiencies.
 - 1. Prices must be valid and remain the same for the initial term.
- B. Unless otherwise amended in writing and endorsed by both parties prior to the beginning of each respective renewal period all covenants and agreements of the contract shall remain in full force and effect with the only change being in the contract term.

30. LICENSES AND PERMITS

The Contractor and/or (if applicable) their subcontractors must have and maintain at their expense all necessary and applicable licenses and permits. The Contractor and any of their subcontractors must be licensed by the State of Florida, Broward County, or the City of Plantation to perform all applicable work required under this contract. A copy of the Contractor's license(s) should be submitted to the City's Procurement Department with their Proposal. In the performance of these services, Contractor will fully comply with all the laws and regulations of all Federal, State, County, City and of other governmental authorities or agencies as required by reason of these services or duties to be performed hereunder. Contractor will hold the City harmless from any liability which may be imposed upon City by reason of any alleged violation of the law by Contractor, or for failure to pay taxes or secure necessary licenses or permits.

If applicable, the Contractor shall secure and pay for all maintenance of traffic (MOT), construction permits, City permits, fees and licenses, etc. associated with the work/services and shall pay for all governmental charges, inspection fees, and fines incurred by Contractor for their negligence, error or omission. The City would assist the Contractor, if possible, in obtaining such permits and licenses. The Contractor shall also be responsible to pay all fees, costs, and expenses in connection with the applications, processing, and securing of approvals or permits from all governmental authorities which have jurisdiction over all aspects of this work.

31. BEST & FINAL OFFERS

If it is determined by the Procurement Director that a Best and Final Offer should be considered in conjunction with Proposal submittals (i.e., tie Proposals, etc.), a Best and Final Offer request will be issued to the top two (2) lowest, responsive, and responsible Proposers. A date and time will be set by the Procurement Director or their designee for Best and Final Offer submissions.

32. GOVERNING LAW AND VENUE

The Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all actions or claims arising out of or related to the Agreement shall be in Broward County, Florida.

33. COOPERATION WITH THE BROWARD COUNTY OFFICE OF INSPECTOR GENERAL

The Broward County Office of Inspector General ("OIG") has the authority to review and investigate how governmental contracts are performed and how contractors and vendors (herein, "CONTRACTORS") are paid. To this end, CONTRACTOR agrees to cooperate with the OIG in the event the Contractor is contacted by the OIG. Such cooperation shall include, answering any questions that may be posed by the OIG, and allowing the OIG to review and copy any of CONTRACTOR's written material, contract documentation, and financial records that may relate to the formulation, execution, and performance of this Contract. The CONTRACTOR acknowledges and agrees that whatever work or effort is expended by CONTRACTOR in interfacing with the OIG is part of the administrative or overhead or base costs of the services provided by

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the CONTRACTOR to the CITY, and shall never be a basis for claiming extra or additional compensation under this Contract, or for requesting a change order. The CONTRACTOR's failure to cooperate fully with the OIG as required by the preceding clause shall be a basis for the CITY claiming the CONTRACTOR is in default, and may, if not timely cured, allow the CITY to terminate this Contract for cause. Unless the CONTRACTOR is instructed otherwise in a specific written and notarized Order signed by the Broward County Inspector General, CONTRACTOR shall advise CITY, in writing and in the same manner as Contractor gives the CITY formal notice under this Contract, each instance, if ever, that the CONTRACTOR is contacted by the OIG, and shall supply the CITY with information necessary to allow the CITY to ensure that the Contractor is fully performing the requirements of this Paragraph. In the absence of this Contract containing a provision concerning to whom the Contractor gives formal notice for matters relating to this contract, such notice shall be in writing, and shall be addressed to the following person, and either faxed or mailed by First Class Mail.

34. SCRUTINIZED COMPANY CERTIFICATION

The company is hereby certifying that they are not on the Scrutinized Companies that Boycott Israel List or that are participating in a boycott of Israel pursuant to Section 287.135, Florida Statutes. Company understands and agrees that pursuant to section 287.135, Florida Statutes, the submission of a false certification; or being placed on the Scrutinized Companies that Boycott Israel List, or engaging in a boycott of Israel; or being placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or engaging in business operations in Cuba or Syria will be cause for the CITY to terminate this Agreement at the option of the CITY.

35. PUBLIC RECORDS

The City of Plantation is public agency subject to Chapter 119, Florida Statutes. The Company shall comply with Florida's Public Records Law. Specifically, the Company shall:

Keep and maintain public records required by the City to perform the service;

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;

Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Company shall destroy all copies of such confidential and exempt records remaining in its possession after the Company transfers the records in its possession to the City; and

Upon completion of the contract, Company shall transfer to the City, at no cost to the City, all public records in Company's possession. All records stored electronically by the Company must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

The failure of the Company to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement, for which, the City may terminate the Agreement.

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

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**CITY CLERK
400 NW 73 AVENUE
PLANTATION, FL 33317
(954) 797-2237**

ABEGGEROW@PLANTATION.ORG

36. **PUBLIC AGENCY CONTRACTING**

Proposer certifies that it is aware of and complies with the requirements of §448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

- (a) A public agency must require in any contract that the contractor, and any subcontractor thereof, register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.
- (b) If a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract.
- (c)
 - 1. A public agency, contractor, or subcontractor who has a good faith belief that a person or an entity with which it is contracting has knowingly violated s. 448.09(1) shall terminate the contract with the person or entity.
 - 2. A public agency that has a good faith belief that a subcontractor knowingly violated this subsection, but the contractor otherwise complied with this subsection, shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.
 - 3. A contract terminated under this paragraph is not a breach of contract and may not be considered as such. If a public agency terminates a contract with a contractor under this paragraph, the contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated. A contractor is liable for any additional costs incurred by a public agency as a result of the termination of a contract.
- (d) A public agency, contractor, or subcontractor may file a cause of action with a circuit or county court to challenge a termination under paragraph (c) no later than 20 calendar days after the date on which the contract was terminated.

37. **BUY AMERICAN ACT**

As required by the Buy American provision, all products must be of domestic origin as required by 41 U.S.C. Ch. 83.

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Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved upon request. To be considered for the alternative or exception, the request must be submitted in writing to a designated official. The request must include the:

- Alternative substitute(s) that are domestic and meet the required specifications:
 - Availability of the domestic alternative substitute(s) in relation to the quantity ordered
- Reason for exception: limited/lack of availability or price (include price):
 - Price of the domestic product; and
 - Price of the non-domestic product that meets the required specification of the domestic product.

The Contractor agrees that, to the greatest extent applicable, all equipment and products being proposed shall be American-made.

38. RESTRICTION OF USE OF POLYSTYRENE PRODUCTS ON CITY OF PLANTATION OWNED PROPERTY

A. PURPOSE

Expanded polystyrene, a petroleum byproduct commonly known as styrofoam, is neither readily recyclable nor biodegradable and takes hundreds to thousands of years to degrade. Expanded polystyrene is a common pollutant, which fragments into smaller, non-biodegradable pieces that are harmful to marine life, other wildlife, and the environment. The City's goals are to reduce the use of expanded polystyrene by city contractors and special event permittees and encourage the use of reusable, recyclable, or compostable alternatives.

B. DEFINITIONS

City contractor means a contractor, vendor, lessee, concessionaire of the city, or operator of a city facility or property.

Expanded polystyrene means blown polystyrene and expanded and extruded foams that are thermoplastic petrochemical materials utilizing a styrene monomer and processed by any number of techniques including, but not limited to, fusion of polymer spheres (expandable bead foam), injection molding, foam molding, and extrusion-blown molding (extruded foam polystyrene).

Expanded polystyrene food service articles means plates, bowls, cups, containers, lids, trays, coolers, ice chests, and all similar articles that consist of expanded polystyrene.

City property or facilities includes, but is not limited to, any buildings, structures, parks or beaches, owned, operated, or managed by the city.

Special event permittee means any person or entity issued a special event permit by the city for a special event on city property or in a city facility.

- C. City contractors or special event permittees shall not sell, use, provide food in, or offer the use of expanded polystyrene food service articles in city facilities or on city property. A violation of this

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section shall be deemed a default under the terms of the city contract, lease, or concession agreement and is grounds for revocation of a special event permit. This subsection shall not apply to expanded polystyrene food service articles used for prepackaged food that have been filled and sealed prior to receipt by the city contractor or special event permittee.

- D. Any city contract, lease, or concession agreement entered into prior to the effective date of this section or any special event permit issued prior to the effective date of this section shall not be subject to the requirements of this section, unless the city contractor or special event permittee voluntarily agrees thereto.
- E. The provisions of this section apply only to contracts, leases, or concession agreements entered into after April 1, 2023.

39. PROHIBITION AGAINST CONSIDERATION OF SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS

Proposers are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Proposer's social, political, or ideological interests when determining if the Proposer is a responsible Proposer. Proposers are further notified that the City's governing body may not give preference to a Proposer based on the Proposer's social, political, or ideological interests.

40. COMPLIANCE WITH FOREIGN ENTITY LAWS

The company hereby attests under penalty of perjury the following:

- A. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)
- B. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)
- C. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes)
- D. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)
- E. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes)
- F. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.
- G. (Only applicable if purchasing real property) Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)

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IN WITNESS WHEREOF, this General Provision Document is hereby signed as of the date indicated.

Robert Liberman

Witness

(Authorized Signature in Ink or Electronic)

Robert Liberman

Witness

(Printed Name of Above Signer)

Corporate Seal (Where appropriate)

CEO

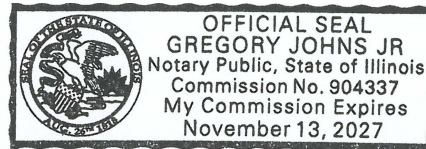
(Printed Title of Above Signer)

12/28/2023

(Date Signed)

STATE OF Illinois

COUNTY OF Will



The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☒ online notarization, this 28th day of December, 2023, by Robert Liberman, as CEO for RedSpeed Florida, LLC, who is personally known to me or who has produced Drivers License as identification.

Notary Public Signature: [Signature]

State of Florida at Large (Seal)

Print Name: Gregory Johns Jr

My commission expires: 11/13/2027

As the person authorized to sign the statement, I certify that this firm acknowledges and complies fully with the above general terms and provisions.



EXHIBIT “G”

(Federal Bureau of Investigation
Criminal Justice Information Services
Security Addendum)

FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1) under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A-130 as “security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information.”

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI's information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security, and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.

1.00 Definitions

1.01 Contracting Government Agency (CGA) - the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.

1.02 Contractor - a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

2.00 Responsibilities of the Contracting Government Agency.

2.01 The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes. The acknowledgement may be signed by hand or via digital signature (see glossary for definition of digital signature).

3.00 Responsibilities of the Contractor.

3.01 The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed and all subsequent versions), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

4.00 Security Violations.

4.01 The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and Contractor.

4.02 Security violations can justify termination of the appended agreement.

4.03 Upon notification, the FBI reserves the right to:

- a. Investigate or decline to investigate any report of unauthorized use;
- b. Suspend or terminate access and services, including telecommunications links. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the FBI by the CGA and Contractor. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.

5.00 Audit

5.01 The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum.

6.00 Scope and Authority

6.01 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.

6.02 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20. The parties are also subject to applicable federal and state laws and regulations.

6.03 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.

6.04 This Security Addendum may only be modified by the FBI, and may not be modified by the parties to the appended Agreement without the consent of the FBI.

6.05 All notices and correspondence shall be forwarded by First Class mail to:

Information Security Officer

Criminal Justice Information Services Division, FBI

1000 Custer Hollow Road

Clarksburg, West Virginia 26306

**FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM**

CERTIFICATION

I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) the NCIC Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or re-disseminating the information received for another purpose other than execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

Printed Name/Signature of Contractor Employee

Date

Printed Name/Signature of Contractor Representative

Date

Organization and Title of Contractor Representative

CITY OF PLANTATION



REQUEST FOR SEALED PROPOSALS **RFSP NO. 005-24**

“SPEED DETECTION CAMERA SYSTEM FOR SCHOOL ZONES”

PROPOSAL OPENING DATE: **December 6, 2023**

PROPOSAL OPENING TIME: **11:00AM**

LOCATION OF PROPOSAL OPENING: 400 NW 73rd Ave, Plantation FL- Council Chambers

BID REQUIREMENTS

BID BOND – N/A

LIQUIDATED DAMAGES – APPLICABLE

PUBLIC CONSTRUCTION BOND – N/A

Proposals must be received electronically ONLY via the Demand Star website (<https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/>). Bids not received electronically via Demand Star will be rejected.

CONTACT PERSON: CHARLES SPENCER

EMAIL: ESPENCER@PLANTATION.ORG

PHONE NUMBER: (954) 797-2647

PROCUREMENT DEPARTMENT



Procurement Department
400 NW 73rd Avenue
Plantation, FL 33317
Telephone: (954) 797-2647
Fax: (954) 797-2649

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LEGAL ADVERTISEMENT

November 2, 2023

The Sun Sentinel
333 SW 12 Avenue
Deerfield Beach, FL 33442

Attention: Legal Advertisement Department

Please publish the following Notice to Proposers in your Fort Lauderdale News ONLY, TWO TIMES, one time in two consecutive issues, as soon as possible:

RFSP No. 005-24
SPEED DETECTION CAMERA SYSTEM FOR SCHOOL ZONES
CITY OF PLANTATION

All Responses will be received electronically via the Demand Star website on or before **11:00 am. on Wednesday, December 6, 2023.** Proposal Documents may be obtained electronically at <https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/>. Proposals will not be considered and cannot be entered online after the above referenced date.

If a Bid Bond is required for this solicitation the original bid bond shall be received at the Office of the City Clerk, City of Plantation, 400 NW 73rd Ave, Plantation, Florida 33317, **BEFORE** the due date of the solicitation.

Bids will be opened, read and recorded pursuant to State of Florida Law and City of Plantation code.

General Description of Scope of Services:

- The City of Plantation is requesting proposals from qualified Firms for a school zone speed detection system. The Firm will provide and install all equipment and monitor the camera system for violations. The equipment and monitoring will be provided at no cost to the City with revenue sharing of any collections.

All questions may be addressed in writing to the Charles Spencer, Procurement Director, 400 NW 73 Avenue Plantation, Florida. Charles Spencer can be reached at 954-797-2647, Monday Through Friday, 8AM to 4:30PM, Email: Espencer@plantation.org.

The City reserves the right to reject any and all proposals and to accept the one that is in the best interests of the City.

Yours Truly,

April Beggerow, City Clerk
City of Plantation

Updated July 2023

NOTICE TO PROPOSERS

The City of Plantation, Florida is soliciting proposals for **RFSP NO. 005-24; Speed Detection Camera System for School Zones**. The project will generally consist of, but is not limited to, the following:

- **The Firm will supply a speed camera detection system and program for school zones in the City of Plantation and any other participating public agency. This system must be exclusively violator funded. All installation, maintenance, calibration, administration, and regulatory compliance costs are the responsibility of the Firm(s). The Firm may accomplish this through a revenue split per citation paid, or a fixed cost per citation paid. The Firm is responsible for ensuring that the program meets and maintains compliance with all local, state, and federal laws.**

Proposal Documents may be obtained electronically at <https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/>. Proposals will not be considered and cannot be entered online after the proposal opening date and time provided herein. All Responses will be received electronically via the Demand Star website (www.demandstar.com) on or before the Proposal Opening time and date provided.

Important Time(s) and Date(s):

- Proposal Opening: December 6, 2023 at 11:00am
 - Location: 400 NW 73rd Ave, Plantation FL- City Hall, Council Chambers

If a Proposal Security is required for this solicitation the original proposal security shall be received at the Office of the City Clerk, City of Plantation, 400 NW 73rd Ave, Plantation, Florida 33317, **BEFORE** the due date of the solicitation.

Proposals will be opened, read and recorded pursuant to State of Florida Law and City of Plantation code.

It will be the responsibility of the Proposer to ensure that proposal is received no later than the time indicated above. **Proposals received after that time will not be considered.**

All questions may be addressed in writing to the **Procurement Director, Charles Spencer**, 400 NW 73rd Avenue, Plantation Florida 33317. Charles Spencer can be reached at 954-797-2647, Monday through Friday, 8AM to 4:30PM, Email: ESpencer@plantation.org.

As a further condition precedent for consideration of any Proposal, such Proposal must strictly comply with the Instructions to Proposer as issued by the City. The City reserves the right in its sole discretion to reject any proposal which does not strictly comply with said Instructions to Proposer and further reserves the right to accept or reject any proposal as set forth in said instructions.

Updated July 2023

GENERAL TERMS AND PROVISIONS

1. PROPOSALS

Prices must be quoted on the sheet furnished by this Department; no other will be accepted. All prices quoted F.O.B. Plantation, Florida.

The responsibility for getting the Proposal to the City on or before the stated time and date will be solely and strictly the responsibility of the Proposer. The City will in no way be responsible for delays caused by the United States Postal Service or a delay caused by any other occurrence.

The Proposer shall be responsible for reading and completely understanding the requirements and specifications of the item(s) being proposed. Proposal time will be scrupulously observed. Under no circumstances will Proposals be submitted after the time specified be considered.

Proposals must be received electronically ONLY via the Demand Star website (<https://www.demandstar.com/app/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/>). Proposals not received electronically via Demand Star will be rejected.

2. EXCEPTIONS TO PROPOSAL

The Proposer will list on a separate sheet of paper any exceptions to the conditions of this Proposal. This sheet will be labeled "EXCEPTIONS TO PROPOSAL CONDITIONS," and will be attached to the Proposal. If no exceptions are stated, it will be understood that all general and specific conditions will be complied with, without exception.

3. MODIFICATION OR WITHDRAWAL OF PROPOSAL

Proposers may request withdrawal of a posted Proposal/proposal prior to the scheduled Proposal opening time provided the request withdrawal is submitted to the Procurement Department, in writing. Withdrawn Proposals may be resubmitted up to the time designated for the receipt of Proposals if they are then fully in conformance with the Information/Instruction for Proposers.

Proposal security, if any is required, shall be in an amount sufficient for the Proposal as modified or resubmitted.

4. RIGHT TO REJECT PROPOSALS

The City reserves the right to reject all Proposals/proposal, to waive any informalities or minor irregularities in the Proposals/proposals received, and to accept that Proposal/proposal which in its judgment, best serves the interest of the City. The City hereby fully retains full discretion to determine the responsiveness of the Proposal/proposal and Proposer's responsibility, character, fitness, and experience to perform the Work.

Proposers may be disqualified, and rejection of Proposals/proposals may be recommended to the City for any of but not limited to the following causes:

- A. Failure to use the proposal form furnished by the City.
- B. Lack of signature by an authorized representative on the Proposal/proposal form.
- C. Failure to properly complete Proposal/proposal.

GENERAL TERMS AND PROVISIONS

- D. Evidence of collusion among Proposers. Any evidence of agreement or collusion among Proposers and prospective Proposers acting to illegally restrain freedom of competition by agreement to Proposal a fixed price, or otherwise, will render the Proposals of such Proposers' void.
- E. Advance disclosures of any information given to any Proposer which would give that Proposer any advantage over any other interested Proposer, in advance of the opening of Proposals, whether in response to advertising or an informal request for Proposals, made or permitted by a member of the governing body of an employee or representative thereof, will operate to void all proposals of that Proposal solicitation or request.
- F. Omission of Proposal security (if required).
- G. Unauthorized alteration of Proposal form. The City reserves the right to waive any minor informality or irregularity.
- H. Failure to sign and return or acknowledge any addenda.

5. INCONSISTENCIES ON CONDITIONS

In the event there are inconsistencies between the General Provisions and other Proposal terms, or conditions contained herein, the former will take precedence.

6. ADDENDA AND INTERPRETATIONS

- A. If it becomes necessary to revise any part of this Proposal, a written addendum will be provided to all Proposers. The City is not bound by any oral representations, clarifications, or changes made in the written specifications by the City's employees, unless such clarification or change is provided to Proposers in written addendum form from the Procurement Director or designee.

Proposers shall promptly notify the City, prior to submission of their Proposal, of any ambiguity, inconsistency, or error they may discover upon examination of the Proposal and Contract Documents or of the site and local conditions.

- B. No interpretation of the meaning of drawings, specifications or other contract documents will be made to any Proposer orally, nor may the Proposer rely on any such pre-Proposal statements in completing his/her Proposal.
- C. All such interpretations and any supplemental instructions will be in the form of written addenda to the Proposal documents which, if issued, posted to the Demand Star website (www.demandstar.com). The City will not be responsible for any other explanations or interpretations of the Proposal/proposal documents. Failure of any Proposer to receive any such addendum or interpretation shall not relieve any Proposer from any obligation under their Proposal as submitted. All addenda so issued shall become a part of the Contract Documents.
- D. Each Proposer shall ascertain prior to submitting his/her Proposal that he/she has received all Addenda issued, and he/she shall acknowledge receipt and inclusion in his/her proposal of all Addenda.

7. AWARD OF CONTRACT

The Contract/Purchase Order will be awarded to the Proposer whose proposal is determined to be the most advantageous to the City, and whose Proposal is in the best interest of the City. Taking into consideration the evaluation factors and criteria set forth in the RFSP.

Revised June 2023

GENERAL TERMS AND PROVISIONS

- A. The Lowest Proposer is determined by the aggregate amount of the prices set forth in the form of Proposal or the aggregate amount of the Base Proposal, plus any Alternates selected by the City.
- B. A Responsive Proposer shall mean a Proposer who has submitted a Proposal which conforms, in all material respects, to the Proposal Documents.
- C. A Responsible Proposer shall mean a Proposer who has the capability, in all respects, to perform fully the contract requirements and the moral and business integrity and reliability which will assure good faith performance. In determining responsibility, the following criteria will be considered:
 - 1. The ability, capacity, and skill of the Proposer to fulfil the contract or provide the service(s) required.
 - 2. Whether the Proposer can fulfil the contract or provide the service promptly, or within the time specified, without delay or interference.
 - 3. The character, integrity, reputation, judgment, experience, and efficiency of the Proposer.
 - 4. The quality of performance of previous contracts or services. For example, the following information will be considered:
 - a. The administrative and consultant cost overruns incurred by City on previous contracts with Proposer,
 - b. The Proposer's compliance record with contract general conditions on other projects,
 - c. The submittal by the Proposer of excessive and/or unsubstantiated extra cost proposals and claims on other projects,
 - d. The Proposer's record for completion of the work within the Contract Time or within Contract Milestones and Proposer's compliance with scheduling and coordination requirements on other projects,
 - e. The Proposer's demonstrated cooperation with the City and/or other contractors on previous contracts,
 - f. Whether the work performed, and materials furnished on previous contracts, were in accordance with the Contract Documents.
 - 5. The previous and existing compliance by the Proposer with the laws and ordinances relating to contracts or services.
 - 6. The sufficiency of the financial resources and ability of the Proposer to perform the contract or provide the service.
 - 7. The quality, availability and adaptability of the goods or services to the particular use required.
 - 8. The ability of the Proposer to provide future maintenance and service for the warranty period of the contract.

Revised June 2023

GENERAL TERMS AND PROVISIONS

9. Whether the Proposer is in arrears to any Owner on debt or contract or is a defaulter on surety to any Owner.
10. Such other information as may be secured by the City having bearing on the decision to award the contract, to include, but not limited to:
 - a. The ability, experience, and commitment of the Proposer to properly and reasonably plan, schedule, coordinate and execute the Work.
 - b. Whether the Proposer has ever been debarred from proposing by any other public or private owner or found ineligible for proposing on any other projects.
 - c. Proposer's litigation history and reputation with owners for whom Proposer has previously worked.
 - d. Whether Proposer's contract on other projects has ever been terminated.
 - e. The purpose of the above is to enable the City to select the Proposal which is in the best interest of the City. The ability of the low Proposer to provide the required bonds (if applicable) will not of itself demonstrate the responsibility of the Proposer.

8. BRAND NAMES "OR EQUAL"

Manufacturer's brand name and model number are used in these specifications for the purpose of establishing minimum requirement level of quality and standards of performance and design required. This is in no way intended to prohibit the proposing of other manufacturer's items of equal material and function, unless otherwise indicated. Equal (substitution) may be Proposal, providing the product Proposal is found to be equal in quality, standards of performance, design, etc. to item specified, unless otherwise indicated. Where equal is proposed, Proposal must be accompanied by complete factory information sheets (specifications, brochures, etc.) documenting the equipment Proposal as equal. The CITY, after evaluation of the documentation submitted, will determine if products is approved as equal to the specified request.

9. TAXES

The City is tax exempt, therefore all applicable Federal, State and Local Taxes, unless otherwise instructed by the City shall be excluded in the Proposer's Proposal. City reserves the right to direct purchase materials at Contractor's negotiated prices with material providers and thereby generate a tax savings to itself. City may also provide Contractor with Tax Exempt Certification number so that Contractor may purchase City Designated items tax free.

10. COLLUSION CLAUSE

Any evidence of agreement or collusion among Proposers and prospective Proposers acting to illegally restrain freedom of competition by agreement to Proposal a fixed price, or otherwise, will render the Proposals of such Proposers' void.

11. NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Agreement, neither Proposer nor any subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Proposer will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual

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GENERAL TERMS AND PROVISIONS

orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Proposer shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. Proposer further agrees that Proposer will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

12. ASSIGNMENT OF CONTRACTUAL RIGHTS

It is agreed that the successful Proposer will not assign, transfer, convey or otherwise dispose of the contract or its right, title, or interest in or to the same, or any part thereof, without previous written consent of the City and any sureties.

13. TIMELY DELIVERY

Time will be of the essence for any orders placed because of this Proposal. The City reserves the right to cancel such orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the Proposal/proposal form.

14. DEFAULT OF CONTRACT

In case of default by the Proposer or Contractor, the City may procure the items or services from other sources and hold the Proposer or Contractor responsible for any excess costs occasioned or incurred thereby.

15. ACCEPTANCE OF MATERIAL

The material delivered under this proposal shall remain the property of the seller until a physical inspection and actual usage of this material and/or service is made, and thereafter is accepted to the satisfaction of the City. It must comply with the terms herein and be fully in accord with specifications and of the highest quality. In the event the material and/or services supplied to the City is found to be defective or does not conform to specifications, the City reserves the right to cancel the order upon written notice to the Proposer and return product to Proposer at the Proposer's expense.

16. DAMAGE

Precautions should be taken to prevent damage to all property. If any materials, equipment, or other property of the City shall be damaged or destroyed by personnel furnished by the Contractor, the Contractor shall, at its own expense, promptly repair or replace same to the complete satisfaction of the City. The Contractor shall repair or replace any property damaged because of failure to provide proper or adequate protection to its original state and to the satisfaction of the Owner. Any property damage should be reported to the onsite Director or Manager immediately.

17. EMPLOYEE CONFLICT

The City of Plantation will not contract with persons, firms, or corporations where an City officer or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer or employee or the officer's or employee's spouse or child, or any combination of them, has a material interest.

18. CONVICTED VENDOR LIST

In accordance with s.287.133(3) (a), Florida Statutes, prospective Proposers are hereby advised as follows:

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GENERAL TERMS AND PROVISIONS

- A. 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 Proposal on a contract to provide any goods and services to a public entity, may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals 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 in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- B. A public entity may not accept any Proposal, proposal, or reply from, award any contract to, or transact any business in excess of the threshold amount provided in s.287.017 for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with a person at the time of the commission of public entity crime resulting in that person being placed on the convicted vendor list may not accept any Proposal, proposal, or reply from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

19. PARTIAL/DUAL PROPOSAL SUBMITTALS

If approved by the City prior to submittal, Proposers may submit partial Proposals for one or more items or represent up to two (2) manufacturer(s) that are deemed as equals or as listed within the Proposal document. City of Plantation reserves the right to award one (1) or multiple vendors.

20. OTHER AGENCIES

All Proposers awarded contracts from this Proposal may, upon mutual agreement, permit any municipality or other governmental agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.

It is understood that at no time will any city, county, municipality, or other agency be obligated for placing an order for any other city, county, municipality, or agency; nor will any city, county municipality or agency be obligated for any bills incurred by any other city, county, municipality, or agency. Further, it is understood that each agency will issue its own purchase order to the awarded Proposer(s).

21. CONTRACT TERMINATION

The contract may be terminated at any time by the City giving written notice to the Contractor approximately thirty (30) calendar days prior to the desired termination date.

22. DUE DILIGENCE

Due care and diligence have been used in preparing these specifications and related information. However, no warranties are made as to the accuracy and completeness of the required information. It is the responsibility of the Proposer to ensure that they have all the information necessary to affect their Proposal/proposal. The City will not be responsible for the failure on the part of the Proposer to determine the full extent of the risk exposure and Scope of Work required to effectively perform under Contract. Proposers are expected to examine the conditions, Scope of Work, Special Conditions, Technical Specifications, and all instructions pertaining to services involved. Failure to do so will be at the Proposer's risk.

GENERAL TERMS AND PROVISIONS

23. ATTORNEY'S FEES

In the event of a dispute arising under this Agreement, whether or not a lawsuit or other proceeding is filed the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including attorneys' fees and costs incurred in litigation entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which the prevailing party is entitled shall include any costs that are taxable under any applicable statute, rule or guideline, as well as any non-taxable costs reasonably incurred in connection with the dispute, including, but not limited to, costs of investigation, copying, electronic discovery, information technology charges, telephone and mailing costs, consultant and expert witness fees, travel expenses, court reporter fees and transcript charges, and mediator fees, regardless of whether such costs would be otherwise taxable.

24. INCURRED COSTS

City of Plantation is not responsible for expenses incurred in attending any Pre-Proposal Conferences, preparation of proposal documents and submitting a proposal; therefore, such costs shall not be included in submitted proposals.

25. EX PARTE COMMUNICATION

To ensure fair evaluation of proposals/Proposals, ex parte communication initiated by offerors is prohibited from the time the responses are opened until the final decision has been made. No offeror may initiate communication with any City Council Member, or any board member, official, staff, consultant, or employee who is participating in the evaluation process. All communication initiated by an offeror after the responses are opened must be in writing to:

Charles Spencer, Procurement Director
400 NW 73rd Avenue
Plantation, FL 33317 and/or via email: espencer@Plantation.org.

The Evaluation Committee/Staff member may, however, initiate communication with any offeror to obtain additional information or clarification necessary for fair evaluation of their Proposal. Ex Parte communication initiated by an offeror may disqualify that offeror from consideration for this or future Solicitations.

26. AUTHORIZATION TO DO BUSINESS IN STATE OF FLORIDA

The City requires all companies who are awarded a Proposal/proposal to provide proof of "active/current" registration with the Florida Department of State; Division of Corporations prior to any start of work or providing of any commodity/good to the City, or as may be exempt by Florida Statutes.

27. CHANGE ORDERS/ADJUSTMENTS

The City may, at any time, by written order designated or indicated to be a Change Order, make any change or modification in the Work, or add to the Work within the general scope of the Contract specifications to complete the said work.

28. NON-EXCLUSIVE CONTRACT

This is a non-exclusive Contract. The City reserves the option to purchase any service(s), materials, or equipment from an alternate source.

GENERAL TERMS AND PROVISIONS

29. CONTRACT TERMS/OPTION

- A. This Contract shall be in effect until the City has acknowledged receipt of equipment and noted no damage, defects, or deficiencies.
 - 1. Prices must be valid and remain the same for the initial term.
- B. Unless otherwise amended in writing and endorsed by both parties prior to the beginning of each respective renewal period all covenants and agreements of the contract shall remain in full force and effect with the only change being in the contract term.

30. LICENSES AND PERMITS

The Contractor and/or (if applicable) their subcontractors must have and maintain at their expense all necessary and applicable licenses and permits. The Contractor and any of their subcontractors must be licensed by the State of Florida, Broward County, or the City of Plantation to perform all applicable work required under this contract. A copy of the Contractor's license(s) should be submitted to the City's Procurement Department with their Proposal. In the performance of these services, Contractor will fully comply with all the laws and regulations of all Federal, State, County, City and of other governmental authorities or agencies as required by reason of these services or duties to be performed hereunder. Contractor will hold the City harmless from any liability which may be imposed upon City by reason of any alleged violation of the law by Contractor, or for failure to pay taxes or secure necessary licenses or permits.

If applicable, the Contractor shall secure and pay for all maintenance of traffic (MOT), construction permits, City permits, fees and licenses, etc. associated with the work/services and shall pay for all governmental charges, inspection fees, and fines incurred by Contractor for their negligence, error or omission. The City would assist the Contractor, if possible, in obtaining such permits and licenses. The Contractor shall also be responsible to pay all fees, costs, and expenses in connection with the applications, processing, and securing of approvals or permits from all governmental authorities which have jurisdiction over all aspects of this work.

31. BEST & FINAL OFFERS

If it is determined by the Procurement Director that a Best and Final Offer should be considered in conjunction with Proposal submittals (i.e., tie Proposals, etc.), a Best and Final Offer request will be issued to the top two (2) lowest, responsive, and responsible Proposers. A date and time will be set by the Procurement Director or their designee for Best and Final Offer submissions.

32. GOVERNING LAW AND VENUE

The Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all actions or claims arising out of or related to the Agreement shall be in Broward County, Florida.

33. COOPERATION WITH THE BROWARD COUNTY OFFICE OF INSPECTOR GENERAL

The Broward County Office of Inspector General ("OIG") has the authority to review and investigate how governmental contracts are performed and how contractors and vendors (herein, "CONTRACTORS") are paid. To this end, CONTRACTOR agrees to cooperate with the OIG in the event the Contractor is contacted by the OIG. Such cooperation shall include, answering any questions that may be posed by the OIG, and allowing the OIG to review and copy any of CONTRACTOR's written material, contract documentation, and financial records that may relate to the formulation, execution, and performance of this Contract. The CONTRACTOR acknowledges and agrees that whatever work or effort is expended by CONTRACTOR in interfacing with the OIG is part of the administrative or overhead or base costs of the services provided by

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the CONTRACTOR to the CITY, and shall never be a basis for claiming extra or additional compensation under this Contract, or for requesting a change order. The CONTRACTOR's failure to cooperate fully with the OIG as required by the preceding clause shall be a basis for the CITY claiming the CONTRACTOR is in default, and may, if not timely cured, allow the CITY to terminate this Contract for cause. Unless the CONTRACTOR is instructed otherwise in a specific written and notarized Order signed by the Broward County Inspector General, CONTRACTOR shall advise CITY, in writing and in the same manner as Contractor gives the CITY formal notice under this Contract, each instance, if ever, that the CONTRACTOR is contacted by the OIG, and shall supply the CITY with information necessary to allow the CITY to ensure that the Contractor is fully performing the requirements of this Paragraph. In the absence of this Contract containing a provision concerning to whom the Contractor gives formal notice for matters relating to this contract, such notice shall be in writing, and shall be addressed to the following person, and either faxed or mailed by First Class Mail.

34. SCRUTINIZED COMPANY CERTIFICATION

The company is hereby certifying that they are not on the Scrutinized Companies that Boycott Israel List or that are participating in a boycott of Israel pursuant to Section 287.135, Florida Statutes. Company understands and agrees that pursuant to section 287.135, Florida Statutes, the submission of a false certification; or being placed on the Scrutinized Companies that Boycott Israel List, or engaging in a boycott of Israel; or being placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or engaging in business operations in Cuba or Syria will be cause for the CITY to terminate this Agreement at the option of the CITY.

35. PUBLIC RECORDS

The City of Plantation is public agency subject to Chapter 119, Florida Statutes. The Company shall comply with Florida's Public Records Law. Specifically, the Company shall:

Keep and maintain public records required by the City to perform the service;

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;

Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Company shall destroy all copies of such confidential and exempt records remaining in its possession after the Company transfers the records in its possession to the City; and

Upon completion of the contract, Company shall transfer to the City, at no cost to the City, all public records in Company's possession. All records stored electronically by the Company must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

The failure of the Company to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement, for which, the City may terminate the Agreement.

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

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**CITY CLERK
400 NW 73 AVENUE
PLANTATION, FL 33317
(954) 797-2237**

ABEGGEROW@PLANTATION.ORG

36. **PUBLIC AGENCY CONTRACTING**

Proposer certifies that it is aware of and complies with the requirements of §448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

- (a) A public agency must require in any contract that the contractor, and any subcontractor thereof, register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.
- (b) If a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract.
- (c)
 - 1. A public agency, contractor, or subcontractor who has a good faith belief that a person or an entity with which it is contracting has knowingly violated s. 448.09(1) shall terminate the contract with the person or entity.
 - 2. A public agency that has a good faith belief that a subcontractor knowingly violated this subsection, but the contractor otherwise complied with this subsection, shall promptly notify the contractor and order the contractor to immediately terminate the contract with the subcontractor.
 - 3. A contract terminated under this paragraph is not a breach of contract and may not be considered as such. If a public agency terminates a contract with a contractor under this paragraph, the contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated. A contractor is liable for any additional costs incurred by a public agency as a result of the termination of a contract.
- (d) A public agency, contractor, or subcontractor may file a cause of action with a circuit or county court to challenge a termination under paragraph (c) no later than 20 calendar days after the date on which the contract was terminated.

37. **BUY AMERICAN ACT**

As required by the Buy American provision, all products must be of domestic origin as required by 41 U.S.C. Ch. 83.

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Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved upon request. To be considered for the alternative or exception, the request must be submitted in writing to a designated official. The request must include the:

- Alternative substitute(s) that are domestic and meet the required specifications:
 - Availability of the domestic alternative substitute(s) in relation to the quantity ordered
- Reason for exception: limited/lack of availability or price (include price):
 - Price of the domestic product; and
 - Price of the non-domestic product that meets the required specification of the domestic product.

The Contractor agrees that, to the greatest extent applicable, all equipment and products being proposed shall be American-made.

38. RESTRICTION OF USE OF POLYSTYRENE PRODUCTS ON CITY OF PLANTATION OWNED PROPERTY

A. PURPOSE

Expanded polystyrene, a petroleum byproduct commonly known as styrofoam, is neither readily recyclable nor biodegradable and takes hundreds to thousands of years to degrade. Expanded polystyrene is a common pollutant, which fragments into smaller, non-biodegradable pieces that are harmful to marine life, other wildlife, and the environment. The City's goals are to reduce the use of expanded polystyrene by city contractors and special event permittees and encourage the use of reusable, recyclable, or compostable alternatives.

B. DEFINITIONS

City contractor means a contractor, vendor, lessee, concessionaire of the city, or operator of a city facility or property.

Expanded polystyrene means blown polystyrene and expanded and extruded foams that are thermoplastic petrochemical materials utilizing a styrene monomer and processed by any number of techniques including, but not limited to, fusion of polymer spheres (expandable bead foam), injection molding, foam molding, and extrusion-blown molding (extruded foam polystyrene).

Expanded polystyrene food service articles means plates, bowls, cups, containers, lids, trays, coolers, ice chests, and all similar articles that consist of expanded polystyrene.

City property or facilities includes, but is not limited to, any buildings, structures, parks or beaches, owned, operated, or managed by the city.

Special event permittee means any person or entity issued a special event permit by the city for a special event on city property or in a city facility.

- C. City contractors or special event permittees shall not sell, use, provide food in, or offer the use of expanded polystyrene food service articles in city facilities or on city property. A violation of this

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section shall be deemed a default under the terms of the city contract, lease, or concession agreement and is grounds for revocation of a special event permit. This subsection shall not apply to expanded polystyrene food service articles used for prepackaged food that have been filled and sealed prior to receipt by the city contractor or special event permittee.

- D. Any city contract, lease, or concession agreement entered into prior to the effective date of this section or any special event permit issued prior to the effective date of this section shall not be subject to the requirements of this section, unless the city contractor or special event permittee voluntarily agrees thereto.
- E. The provisions of this section apply only to contracts, leases, or concession agreements entered into after April 1, 2023.

39. PROHIBITION AGAINST CONSIDERATION OF SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS

Proposers are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Proposer's social, political, or ideological interests when determining if the Proposer is a responsible Proposer. Proposers are further notified that the City's governing body may not give preference to a Proposer based on the Proposer's social, political, or ideological interests.

40. COMPLIANCE WITH FOREIGN ENTITY LAWS

The company hereby attests under penalty of perjury the following:

- A. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)
- B. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)
- C. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes)
- D. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)
- E. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes)
- F. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.
- G. (Only applicable if purchasing real property) Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)

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IN WITNESS WHEREOF, this General Provision Document is hereby signed as of the date indicated.

Witness

(Authorized Signature in Ink or Electronic)

Witness

(Printed Name of Above Signer)

Corporate Seal (Where appropriate)

(Printed Title of Above Signer)

(Date Signed)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____, as _____ for _____, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: _____

State of Florida at Large (Seal)

Print Name: _____

My commission expires: _____

As the person authorized to sign the statement, I certify that this firm acknowledges and complies fully with the above general terms and provisions.

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INSTRUCTION TO PROPOSERS

1. DEFINED TERMS:

The following terms have the meanings indicated which are applicable to both the singular and plural thereof.

- 1.1 Proposer: One who submits a Proposal directly to City, as distinct from a sub-Proposer, who submits a proposal to a Proposer
- 1.2 City Rep: City of Plantation, Procurement Director or Designee
- 1.3 City: The City of Plantation, a Florida municipal corporation. The words City and Owner for this bid are considered interchangeable.
- 1.4 Firm: The Proposer with whom City enters into a Contract for the Work.
- 1.5 The words ‘proposal’ and ‘bid’ for this proposal are considered interchangeable.
- 1.6 The Proposal: A Proposal is a complete and properly signed proposal to do the work or designated portion thereof for the sums stipulated therein, submitted in accordance with the Solicitation Documents
- 1.7 Base Proposal: The Base Proposal is the sum stated in the Proposal for which the Proposer offers to perform the Work described in the Solicitation Documents as the base, to which work may be added or from which work may be deleted for sums stated in Alternate Bids, if any.
- 1.8 Alternates: An Alternate Proposal (or Alternate) is an amount stated in the Proposal to be added to or deducted from the amount of the Base Proposal if the corresponding change in the Work, as described in the Solicitation Documents, is accepted. Alternates and associated prices are to be considered as independent of each other and may be selected by the Authority in any combination or not at all.

2. COPIES OF SOLICITATION DOCUMENTS:

- 2.1. Complete sets of the Solicitation Documents shall be obtained electronically from the Demand Star website <https://network.demandstar.com/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/>.
- 2.2. Complete sets of Solicitation Documents shall be used in preparing Proposals, neither City nor the City Rep that prepared or assisted in the preparation of the Solicitation Documents assume any responsibility for errors or

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misinterpretations resulting from the use of incomplete sets of Solicitation Documents.

3. PREPARATION AND SUBMITTAL OF PROPOSAL FORM(S)

- 3.1. Proposals shall be submitted utilizing the Proposal Form as bound herein, or otherwise provided with the Contract Documents, and shall be complete in every respect. The total bid amount shall be entered in words and figures (if required) in the space provided. Where applicable, the unit price or lump sum items, and their extensions, shall be entered in figures in the respective columns provided for each bid item. All entries shall be typewritten or printed in ink. The signatures of all persons shall be in longhand. Any entry of amount that appears on the face of the bid to have involved an erasure, deletion, white-out and/or substitution or other such change or alteration, shall show by them the initials of the person signing the bid and the date of the change or alteration. Failure to comply with this requirement may be the cause for disqualification or rejection of the bid.
- 3.2. For Unit Price bids, in the event of any discrepancies between the unit prices and the extensions thereof or the total bid amount, the unit prices shall govern. For Lump Sum bids, in the event of a discrepancy between the bid amount in writing (if applicable) and that in figures, the written value shall govern.
- 3.3. Proposals shall not contain any conditions, restatement, or qualifications of work to be done, and alternate bids will not be considered unless called for. No oral bids or modifications will be considered.

4. BASIS OF AWARD

- 4.1. Award shall be made to the Proposer whose Proposal is determined to be the most advantageous to the City taking into consideration the evaluation factors and criteria set forth in the RFSP.

5. DEVIATION

- 5.1. Proposals from Proposers which make any exceptions to the specified terms and conditions will be subject to rejection.

6. PACKING SLIPS AND INVOICES

- 6.1. The Proposer shall provide to the City a list and/or description of all products sold to the City via packing slip and invoice.

7. COMPENSATION

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- 7.1. The City shall pay the Firm upon completion and inspection of the work/goods by a City representative. Payment shall be made to the Firm approximately thirty (30) days after the invoice is received and approved by the office of the City. All invoices shall be mailed to City of Plantation, 400 NW 73rd Avenue, Plantation FL, 33317, Attention (Requesting Department) or emailed to the emailed address provided by the requesting Department. Please notify the City if your payment terms are other than Net 30. All work shall be authorized by the Owner/Representative or their Designee. A written Purchase Order may be issued as authorization to proceed with the service/delivery.
- 7.2. If applicable, a formal agreement/contract may be utilized for the desired goods/services, if so, the agreement/contract terms and conditions shall take precedence

8. GUARANTEES

- 8.1. The Proposer shall guarantee all products provided to the City throughout the life of this contract. The Proposer shall keep clear, organized, and up-to-date logs of all products provided and be able to supply the City with that information upon request. The records shall include the quantities and full descriptions of all equipment, parts, and other products ordered/supplied.

9. EXAMINATION OF SOLICITATION DOCUMENTS AND SITE

- 9.1. Before submitting a Proposal, each Proposer must (a) examine the Solicitation Documents thoroughly; (b) if necessary, visit the site to familiarize themselves with local conditions that may in any manner affect performance, cost, progress or furnishing of the Work as required by the solicitation; (c) if necessary, familiarize themselves with Federal, State, and local laws, ordinances, rules and regulations affecting the performance, cost, progress, or furnishing of the work/services; (e) notify CITY REP of all conflicts, errors or discrepancies in the Contract Documents.
- 9.2. The submission of a Proposal will constitute an incontrovertible representation by the Proposer that they have complied with every requirement stated herein and that the Solicitation Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the work/services.
- 9.3. Before submitting a Proposal, each Proposer will, at their own expense, make or obtain any additional examinations, investigations, explorations, surveys, tests and studies and obtain any additional information or data which pertains to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the work/services and which Proposer deems necessary to determine their Proposal price for performance and furnishing of the

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work/services in accordance with the time, price and other terms and conditions of the Solicitation Documents.

10. INTERPRETATIONS AND ADDENDA

- 10.1. All questions about the meaning or intent of the Solicitation Documents shall be submitted to City Rep in writing. Interpretations or clarifications considered necessary by City Rep in response to such questions will be issued by Addenda and posted to the Demand Star website by City Rep. Questions received less than ten (10) days prior to the date for opening of Proposals will be answered at the discretion of the City. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 10.2. In the event of conflict between the Notice to Proposer and the terms written within the Scope of Services and/or Specifications contained within Solicitation Documents, the terms within the Scope of Services and/or Specifications shall control.

11. SUBMISSION OF PROPOSALS

- 11.1. All Proposals will be received electronically via the Demand Star website. Solicitation Documents may be obtained electronically at <https://network.demandstar.com/agencies/florida/city-of-plantation-procurement-division/procurement-opportunities/9b6d13fb-3874-4291-9605-81cf63387a40/>. Proposals will not be considered and cannot be entered online after the proposal opening provide in the Notice to Proposers.

12. MODIFICATION AND WITHDRAWAL OF PROPOSALS

- 12.1. Proposals which have been submitted may not be modified or withdrawn after proposal opening date and time. Negligence on the part of the Proposer in the preparation of their proposal shall not be grounds for the modification or withdrawal of a proposal after the time set for proposal opening.

13. OPENING OF PROPOSALS

- 13.1. Proposals will be opened, read and recorded pursuant to State of Florida Law and City of Plantation code.

14. AWARD OF CONTRACT

- 14.1. City may conduct such investigations as City deems necessary to assist in the evaluation of any Proposer and to establish the responsibility, reputation, work load, qualifications and financial ability of Proposers, proposed Subcontractors, Suppliers and other persons and organizations to perform and furnish the

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work/services in accordance with the Contract Documents to City's satisfaction within the prescribed time.

- 14.2. The City shall not be obligated to any Proposer to enter into a contract or issue any purchase order with the Proposer despite the City governing body prospectively awarding the contract to the most advantageous Proposer. The City shall be obligated to any Proposer for the work/services if and only if the City enters into a contract or issues a purchase order for the work/services with the Proposer, and further, no action will lie against the City to compel City to execute any such contract, or to recover from the City any damages, costs, lost profits, expenses, etc., that Proposer may incur if the City chooses not to sign such contract or issue a purchase order. By proposing on this work/services, all Proposers acknowledge and agree that no enforceable contractual relationship arises until the City signs the contract or issues a written purchase order, and that no action shall lie to require City to sign such contract at any time, and that Proposer waives all claims to damages, lost profits, costs, expenses, etc., as a result of the City not signing such contract.
- 14.3. If the contract/purchase order is to be awarded, CITY will give the Successful Proposer a Notice of Award.

15. INDEMNITY

- 15.1. Firm shall defend at its expense, pay on behalf of, hold harmless and indemnify the City, its officers, employees, agents, elected and appointed officials and volunteers (collectively, "Indemnified Parties") from and against any and all claims, demands, liens, liabilities, penalties, fines, fees, judgments, losses and damages (collectively, "Claims"), whether or not a lawsuit is filed, including, but not limited to Claims for damage to property or bodily or personal injuries, including death at any time resulting therefrom, sustained by any persons or entities; and costs, expenses and attorneys' and experts' fees at trial and on appeal, which Claims are alleged or claimed to have arisen out of or in connection with, in whole or in part, directly or indirectly:
- 15.1.1 The performance of this Agreement (including any amendments thereto) by Firm, its employees, agents, representatives or subcontractors; or (ii) The failure of Firm, its employees, agents, representatives or subcontractors to comply and conform with applicable Laws (as defined herein); or (iii) Any negligent act or omission of the Firm, its employees, agents, representatives, or subcontractors, whether or not such negligence is claimed to be either solely that of the Firm, its employees, agents, representatives or subcontractors, or to be in conjunction with the claimed negligence of others, including that of any of the Indemnified Parties; or (iv) Any reckless or intentional wrongful act or omission of the Firm, its employees, agents, representatives, or subcontractors; or (v) Firm's failure to maintain, preserve, retain, produce, or protect records

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in accordance with this Agreement and applicable Laws (including but not limited to Florida laws regarding public records).

- 15.2. The provisions of this paragraph are independent of, and will not be limited by, any insurance required to be obtained by Firm pursuant to this Agreement or otherwise obtained by Firm, and the provisions of this paragraph survive the expiration or earlier termination of this Agreement with respect to any claims or liability arising in connection with any event occurring prior to such expiration or termination.

16. QUALIFICATIONS OF PROPOSERS

- 16.1. No proposal will be accepted from, nor will any Contract be awarded to, any person or firm who is in arrears to City, upon any debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to said City, or who is deemed irresponsible or unreliable by City.
- 16.2. City shall also have the right, unless prohibited by law, to meet with one or more Proposer after bids are opened to ensure that all City's expectations with respect to performance can be met and that the requirements and scope of the Contract work/services are clearly understood.
- 16.3. Proposers are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Proposer's social, political, or ideological interests when determining if the Proposer is a responsible Proposer. Proposers are further notified that the City's governing body may not give preference to a Proposer based on the Proposer's social, political, or ideological interests.

17. BID SECURITY

- 17.1. **If required an original proposal security shall be provided.** The amount and type of Proposal Security is stated on the Cover Sheet where required. The required security must be in the form of a certified or bank issue cashier's check made payable to City of Plantation or bid bond by a surety licensed to conduct business in the State of Florida and named in the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, United States Treasury Department.
- 17.2. The Proposal Security of the Successful Bidder will be retained until such successful Bidder and the City have executed the Agreement and furnished the required insurance and Contract security for performance and payment obligations (i.e., the public construction bond), whereupon it will be returned. If Successful Proposer fails to execute and deliver the Agreement and furnish the required

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Contract Security and insurance coverages within fifteen (15) calendar days of the letter of Notice of Award or demand to execute contract, unless such deadline is extended by the City, the Proposal Security of that Proposer will be forfeited.

- 17.3. The Proposal Security of any Proposer whom City believes to have a reasonable chance of receiving the award may be retained by City until earlier of the seventh calendar day after the executed Agreement is delivered by City to Firm and the required Contract Security and insurance is furnished. Bid Security of other Bidders will be returned once the City enters into a successful contract for the work/services.
- 17.4. Proposal shall utilize the Bid Bond Form provided within this solicitation. If any other form is used your bid submittal shall be deemed non-responsive.
- 17.5. A scan or copy of the original Bid Bond or Proposal Security must be submitted with your electronic Bid Submittal. However, **the original (raised seal/thicker stock) paper must be received by U.S. Mail, air, ground courier services, by messenger services; or in person to the Office of the City Clerk, City of Plantation, 400 NW 73rd Ave, Plantation, Florida 33317, BEFORE the due date of the solicitation. Failure to provide the original Bid Bond/Security prior to the Bid opening WILL result in your Proposal being non-responsive.**

18. PROPOSALS TO REMAIN SUBJECT TO ACCEPTANCE

- 18.1. All proposals shall remain subject to acceptance for ninety (90) days after the day of the Proposal opening with pricing remaining firm/fixed, but City may, in its sole discretion, release any Proposal and return any Proposal Security prior to that date.
- 18.2. Extension of time when Proposals shall remain open beyond the original period may be made only by mutual agreement between City, the apparent Successful Proposer, and the surety, if any, for the Successful Proposer.

19. LIQUIDATED DAMAGES

- 19.1. City and Firm recognize that time is of the essence as to Completion and that City will suffer financial and other losses, if the Work is not substantially completed and finally completed within the time specified. City and Firm recognize the delays, expense, speculation and difficulties involved in proving in a legal proceeding the actual loss suffered by City if the Work is not completed on time. Accordingly, instead of requiring any such proof, City and Firm agree that as liquidated damages for delay (but not as a penalty) Firm shall pay City **\$100.00 per day** for each day that expires after the time specified for Final Completion (adjusted for any

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extensions thereof made in accordance with this Contract) until the Work has obtained Final Completion.

20. SCHEDULE OF VALUES

- 20.1. The proposed schedule of values shall be submitted with the Proposal so that the City may review it in connection with a determination on whether the Proposal balanced.

21. CONTRACT TIMELINE

- 21.1. The initial Contract shall be for a term of five (5) years. The term of the Contract may be extended by the City, with the written consent of the Firm, for such additional period of time as may be necessary or advantageous to the City.

22. CONTRACT SECURITY

- 22.1. When the Successful Proposer delivers the executed Agreement to City, the required Public Construction Bond or Performance and Payment Bond must accompany it. This bond may be required for all Projects having an estimated cost of \$200,000 or greater or such lesser amount. The Public Construction Bond or Performance and Payment Bonds shall also apply to smaller Projects when required by Solicitation Documents.

END OF SECTION

SCOPE OF SERVICES

I. City's Intent

The City of Plantation is requesting proposals from qualified Firm(s) for a school zone speed detection system. The Firm will provide and install all equipment and monitor the camera system for violations. The equipment and monitoring will be provided at no cost to the City with revenue sharing of any collections. This is a cooperative RFSP issued by the City of Plantation on behalf of the Southeast Florida Governmental Cooperative Purchasing Group and the participating agencies referenced herein.

II. Scope of Work

The Firm will supply a speed camera detection system and program for school zones in the City of Plantation and any other participating public agencies. This system must be exclusively violator funded. All installation, maintenance, calibration, administration, and regulatory compliance costs are the responsibility of the vendor. The Firm may accomplish this through a revenue split per citation paid, or a fixed cost per citation paid. The Firm is responsible for ensuring that the program meets and maintains compliance with all local, state, and federal laws.

III. Project Specific Requirements

- Firm performs all necessary needs testing.
- Firm provides and installs all signage and equipment related to the program.
- Firm maintains all equipment, documentation, certifications, and permissions related to the program.
- Firm provides system training to the police department at no cost.
- Firm provides the Police Department with the ability to review stored footage (minimum 45 days).
- Firm provides the Police Department with the ability to live stream video from the camera feeds.
- Firm provides software for the approval and management of citations, review of video, and input of "hot list" data.
- Firm provides software for accessing automated license plate readers features.
- Speed detection camera system must be a high definition motion picture camera system that uses only infrared for lighting.
- Automated license plate readers for each location.
- Shall have the ability to merge automated license plate readers data with FLOCK, VIGILANT, and REKOR Recognition database systems.
- System must provide traffic data for speed and volume based on time of day.
- System must be programmable for school calendar, specific enforcement times, and variable speed thresholds.

SCOPE OF SERVICES

- System must be fixed location in nature.
- System must manage multi-lane roads with high volumes of traffic.
- Firm provides all necessary documentation of certifications, citations, and evidence needed for court hearings.
- The service contract with the City of Plantation must be reviewable with an option to terminate after one year of implementation.
- Automated license plate readers and video system capabilities must be maintained at all times without regard to school calendar or the volume of citations generated at any location.
- Firm is responsible for the cost of returning physical locations to their previous state if any equipment is removed or uninstalled for any reason.
- Firm is responsible for ensuring compliance with all applicable Florida laws regarding school zone speed enforcement and automated license plate reading.
- Firm is responsible for obtaining all necessary permits from FDOT, Broward County, and the City of Plantation.
- Programed enforcement times must be able to be modified within 24 hours' notice to accommodate changes in active school zone times.
- The City shall have the right to use the selected firms' infrastructure to add additional equipment to the chosen firms' pole such as additional cameras and or ALPR cameras at the sole discretion of the City. The City will not pay a lease fee for access to the infrastructure or any increase in electricity that may be incurred.
- The Firm will allow any and all violators to view a video clip in addition to a still photo of them committing a violation.
- The Firm will comply with Florida State Statute 119 in regards to public records request at the Firm's sole costs.

IV. Southeast Florida Governmental Cooperative Purchasing Group, Participating Agencies:

- City of Coconut Creek
 - Seven (7) School Zones
 - Currently utilizing FLOCK Automatic License Plate Reader Software
- City of Delray Beach
 - Ten (10) +/- School Zones
 - Currently utilizing VIGILANT Automatic License Plate Reader Software
- City of Miami Shores
 - Four (4) School Zones
 - Currently utilizing INSIGHT Automatic License Plate Reader Software

SCOPE OF SERVICES

- City of Doral
 - o Twenty (20) School Zones
 - o Currently utilizing Vigilant-Motorola Automatic License Plate Reader Software
- Other Southeast Florida Governmental Purchasing Cooperative Group members may participate in this contract for new usage, during the contract term, or in any contract extension term, if approved by the lead agency. New Southeast Florida Governmental Purchasing Cooperative Group members may participate in any contract on acceptance and approval by the lead agency.
 - o None of the participating governmental entities shall be deemed or construed to be a party to any contract executed by and between any other governmental entity and the Firm(s) as a result of this procurement action.
 - o Each participating governmental entity will be responsible for awarding the contract, issuing its own purchase orders, and for order placement. Each entity will require separate billings, be responsible for payment to the Firm(s) awarded this contract, and issue its own tax exemption certificates as required by the Firm.

END OF SECTION

PROPOSAL REQUIREMENTS

RULES FOR PROPOSALS:

Proposer shall electronically upload their Proposal to the Demand Star website (www.demandstar.com) associated with the referenced project. Proposal shall be written in English. The Proposal shall contain tabbed sets of the information required herein to be considered for award. Omission of required data may be cause for disqualification. Any other information thought to be relevant, but not applicable to the enumerated sections, should be provided as an appendix to the Proposal. If publications are supplied by a Proposer to respond to a requirement, the response should include reference to the document number and page number. Proposals not providing this reference will be considered to have no reference materials included in the additional documents.

The proposal must name all persons or entities interested in the proposal as principals. The proposal must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to this RFSP.

The City deems certain documentation and information important in the determination of responsiveness and for the purpose of evaluating responses. Responses should seek to avoid information in excess of that requested, must be concise, and must specifically address the issues of this RFSP. These are not inclusive of all the information that may be necessary to properly evaluate the response and meet the requirements of the scope of work and/or specifications. Additional documents and information should be provided as deemed appropriate by the Proposer in response to specific requirements stated herein or through the RFSP.

SUBMISSION OF PROPOSALS

The submitted Proposal shall include the following:

1. Title Page. Title page shall provide the RFSP subject; the firm's name; the name, address and telephone number of contact person; and the name, address, principal place of business and telephone number of the legal entity with whom the contract is to be entered.
2. Table of Contents. The table of contents of the proposal should include a clear and complete identification of the materials submitted by section and page number. The table of contents should outline in sequential order the major areas of the submittal, including enclosures. All pages should be consecutively numbered and correspond to the Table of Contents.
3. Transmittal Letter. This letter will summarize in a brief and concise manner the Proposer understanding of the work to be performed, a statement why the firm/individual believes itself to be best qualified to provide the general planning services, and a statement that the proposal remains in effect for ninety (90) days. An authorized agent of the Proposer must sign the Letter of Transmittal indicating the agent's title or authority.

PROPOSAL REQUIREMENTS

4. Detailed Technical Proposal. The detailed proposal should follow the order set forth as stated below.

TECHNICAL PROPOSAL

General Requirements - The purpose of the technical proposal is to demonstrate the qualifications, competence, capacity, and methodology of the firms/individuals seeking to provide the services in conformity with the requirements of this Request for Sealed Proposal. Therefore, the substance of proposals will carry more weight than their form or manner of presentation. The technical proposal should demonstrate the combined qualifications of the firm/individual and of the particular staff members to be assigned to this engagement.

The technical proposal should address each of the points outlined in the RFSP. The proposal should be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the RFSP. While additional data may be presented, the following subjects must be included.

Section 1: INTRODUCTION LETTER (not to exceed three pages)

An introductory letter, introducing the Proposer including the corporate name (if applicable), address and telephone number of principal office, number of years in business and staff size. Include a reproduction of Corporate Charter Registration, if applicable. Indicate the primary person responsible for this project. Introduction shall be signed by an individual authorized to bind the Firm.

Section 2: APPROACH TO THE SCOPE OF SERVICES (unlimited pages)

The Proposal shall include a description of the proposed general services engagement, with any exhibits or documentation deemed essential, addressing the following:

- 1) Overall approach and methods to accomplish the proposed services;
- 2) Working knowledge of the City of Plantation;
- 3) Describe the current work load of each person who will be involved in the Proposal;
- 4) Summarize other Proposer resources available to meet the City's needs;
- 5) Provide information regarding any proposed innovative concepts that may enhance value and quality of the proposed work; and
- 6) Any favorable cost containment approaches or additional or alternative ideas that may be successful if implemented by the City.

Section 3: WORK EXPERIENCE

The Proposal shall include past performance, including the total number of similar entities to which the Proposer has provided like-type services. The Proposer shall list a minimum of three (3) projects it has worked on in the past five (5) years, of similar scope and complexity. Emphasis should be on proposed services identified herein, provided for municipal clients within the State

PROPOSAL REQUIREMENTS

of Florida. The descriptions shall include: the client's reference and contact information; key project staff; summary of the work performed; the contract amount; the schedule; and the project's achievements, milestones and hardships. The Proposer may submit both as a prime and/or serve as a sub-Proposer under another Proposal.

Section 4: KEY STAFF EXPERIENCE AND QUALIFICATIONS

Proposers shall submit the following information (for Proposer and any sub-Proposers) as described in the sections below:

- 1) Staffing levels at office locations;
- 2) Total staff available for this Proposal and the anticipated percent of work to be performed by various levels of staff including organizational chart;
- 3) Experience and qualifications of all key Proposer and Sub-Proposer players; (Provide resumes and licenses of all persons who will be involved in the engagement of the proposed project(s); and
- 4) List of tasks to be subcontracted out;

Section 5: LITIGATION AND TERMINATIONS

Proposer(s) shall provide a summary of any litigation filed against their firm or key personnel in the past five (5) years. The summary shall state the nature of the litigation, a brief description of the case, the outcome or projected outcome, and the monetary amount involved. If none, state as such. Include whether the Proposer or any of its principals has ever been declared bankrupt or reorganized under Chapter 11 or put into receivership. List any criminal violations and/or convictions of the Proposer and/or any of its principals. Proposers shall also state if the Proposer and/or firm has had contracts for the services sought under this RFSP which were terminated for default, non-performance or delay in the past five (5) years. Proposer shall describe all such terminations, including the name and address of the other contracting party for each such occurrence. If none, state as such.

Section 6: COST DETAIL

Propose a fee schedule for use of the requested services/work and schedule of fees for completion of all proposed services required.

END OF SECTION

Proposal Evaluation Method and Criteria

EVALUATION AND AWARD

The City will select Proposals deemed most qualified and in the best interest of the City based on the submittal criteria. The Selection Committee will rank those Proposers whose proposals are deemed most qualified.

The City reserves the right to select any Proposal which in the opinion and sole discretion of the City will be in the best interest of and/or most advantageous to the City. The City reserves the right to waive any irregularities and technicalities and may at its discretion request re-submittal of Proposals.

Among other things, a Proposal may be found to be non-responsive if the Firm failed to provide the information requested in the RFSP; failed to utilize or complete the required forms; provided incomplete, indefinite, or ambiguous responses; failed to comply with the applicable deadlines; provided improper or undated signatures; or provided information that is false, misleading, or exaggerated.

SELECTION COMMITTEE

The City will designate a Selection Committee to review and evaluate the Proposals submitted in response to this RFSP.

REVIEW OF PROPOSALS

The Selection Committee will use a point(s) and/or percentage formula(s) during the review process to score Proposals. Additional information may be required of the Proposer during the review and selection process to clarify the Proposer's presented information.

EVALUATION CRITERIA

The criteria and weights as shown below shall be utilized in the evaluation of the Proposals. The Selection Committee will evaluate all responsive written Proposals to determine which proposals best meet the needs of the City, based on the evaluation criteria. A Proposer may receive all or a portion of this amount depending on the merit of the Proposal and in relation to the competing Proposals as determined by the Selection Committee. These weighted criteria are provided to assist the Proposers in the allocation of their time and efforts during the submission process.

SELECTION

Proposer selection and the award of the contract shall be done in accordance with all State of Florida requirements and procedures and all City policies and procedures. The Selection Committee shall evaluate proposals pursuant to the evaluation criteria below. The Selection Committee will then rank and short list a minimum of three (3) Proposers. Upon completion of the

Proposal Evaluation Method and Criteria

short listing, the most advantageous Proposer shall be selected from the highest score of the evaluation ranking.

ORAL PRESENTATIONS

In the event that oral presentations are requested by Selection Committee, oral presentations shall be conducted with the Shortlisted Proposers. This process will provide for a maximum of twenty (20) additional points per Selection Committee member, per each Proposer. A Proposer may receive all or a portion of this amount depending on the Oral Presentation provided by the Proposer as determined by the Selection Committee.

Oral Presentation, if Applicable

- Illustrate and detail additional expertise/experience/methodology
- Illustrate stability of Key Staff

FINAL SELECTION

The final selection will be determined by the cumulative score of the additional interview points, added to the Maximum Technical Points Total. The Proposer with the highest score will be deemed the most advantageous and subsequently recommended to the City Council for approval.

The City shall select the most advantageous Proposer(s) based on the evaluation criteria listed. That most advantageous FIRM shall be required to execute a City agreement covering the scope of services to be provided and setting forth the duties, rights and responsibilities of the parties. The proposal pricing shall be negotiated and included into the agreement. This agreement must be executed by the successful Proposer prior to recommendation of final award to the City Council.

The City Council shall approve final recommendation provided/presented by the Mayor.

The City shall not be contractually or otherwise bound to any FIRM until an Agreement in writing has been approved by the City Administration and signed by the appropriate City officers.

Proposal Evaluation Method and Criteria

EVALUATION CRITERIA

Criteria for Evaluation	Available Points
Qualifications and Experience / Ability of Professional Personnel - o Availability of qualified personnel - o The quality of the firm's professional personnel to be assigned to the engagement and the quality of the firm's support personnel and continuity of staff. - o Ability to perform additional services and provide technical support throughout the period of engagement - o Ability to meet set standards - o Previous contracting experience with the City and other governmental agencies - o Evidence of a capable and well-organized engagement team and management plan - o Evidence of insurance and/or bonding capacity	25
Quality of Services - o Conveyance of a willingness to work with City staff to maximize resources. - o The ability to satisfactorily convey, via the completeness and responsiveness of their Proposal, a depth of understanding of the Scope of Work and the firm's capacity to accomplish it successfully. - o High quality level of services to be provided to City	20
Technical Approach to the Project/Scope of Work - o Approach to the Project and Methodology - o Understanding of City needs - o Technical Soundness of the proposal - o Applicability of the services offered - o Meeting the City's operational requirements - o Timeline - o Features - o Adaptability to other ALPR Systems besides REKOR, Vigilant, FLOCK	20
Fee o Revenue Split Amount	25
Other - o Overall completeness, clarity, and quality of proposal - o Location of firm - o Volume of Work in process	10
Maximum Technical Points	100

END OF SECTION

BID/PROPOSAL FORM

ITB NO. 005-24

Speed Detection Camera System for School Zones

By signing this Proposal, the Proposer agrees that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a Proposal for the same purpose and that this Proposal is in all respects fair and without collusion or fraud. Unsigned bids will be considered incomplete and subject to rejection.

It is agreed by the undersigned Proposer that the signing and delivery of the bid represents the Proposer's acceptance of the terms and conditions of the foregoing specifications and provisions, and if awarded the Proposal by City, will represent the agreement between the parties. The undersigned has attended the mandatory pre-proposal conference, if applicable to this Proposal, examined all documents within this bid for the above titled project and agrees to furnish all materials and services required under the specifications/requirements of this bid.

The Proposer, in submitting this Proposal, guarantees the following pricing for at least ninety (90) calendar days unless an extension of time agreement is reached between the Proposer and the City:

COMPANY NAME: _____

Operating Model:

1. Please describe your operating model including citation billing and remittance to the City.

2. Please provide the revenue split the City will receive along with any other pertinent information.

3. What automated license plate readers (ALPR) systems does your System/Firm merge with?
Please circle one or more below.

FLOCK; REKOR; VILGILANT; INSIGHT; OTHER(S); _____

This request is issued as no cost to the City and completely revenue funded for the contract.
The City will not entertain any other pricing arrangement.



GUARANTEE OF PROPOSAL

Name of Company: _____

Street Address: _____

City State Zip

Mailing Address: _____

Phone No.: _____ Fax#: _____

Email Address: _____

Business is licensed (unless exempt by applicable law), permitted, and certified to do business in the

State of Florida: ☐ Yes ☐ No If yes, License #: _____

State of Florida Corporation ID # (From Secretary of State): _____

Federal Employer Identification Number (FEIN): _____

IN WITNESS WHEREOF, this Bid Proposal is hereby signed and sealed as of the date indicated.

Witness

(Authorized Signature in Ink or Electronic)

Witness

(Printed Name of Above Signer)

Corporate Seal (Where appropriate)

(Printed Title of Above Signer)

(Date Signed)

By signing above, I attest that all the information listed herein is correct, to the best of my knowledge, and agree to be bound by the terms, conditions, and my company's submitted pricing with regards to this bid agreement.

Updated June 2023

ACKNOWLEDGMENT OF ADDENDA (IF APPLICABLE)

I, _____, on this _____, day of _____, 2023 hereby
acknowledge receipt of all Addenda Notices hereby issued regarding the Bid No.

_____.

Addenda Numbers Received:

AUTHORIZED SIGNATURE: _____

PRINTED NAME OF ABOVE: _____

TITLE OF ABOVE: _____

COMPANY NAME: _____

Updated July 2023

PROPOSER'S CERTIFICATION

(ACKNOWLEDGMENT OF PROPOSER, IF A CORPORATION)

STATE OF _____)

SS

COUNTY OF _____)

On this _____ day of _____, 20____, before me, the undersigned authority, personally appeared _____, to me known to be the individual described in and who executed the foregoing instrument as _____ of _____, a _____ corporation, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the corporation's Board of Directors or other appropriate authority of said corporation, and who, having knowledge of the several matters in said foregoing instrument, certified the same to be true in all respects.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

_____(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally, known _____ or product identification _____

Type of identification produced _____ (NOTARY'S SEAL)

(ACKNOWLEDGMENT OF PROPOSER, IF A PARTNERSHIP OR INDIVIDUAL)

STATE OF _____)

SS

COUNTY OF _____)

On this _____ day of _____, 20____, before me, the undersigned authority, personally appeared _____, to me known to be the individual described in and who executed the foregoing instrument as a member of the firm of _____ (if applicable) and acknowledged the execution of same, for and on behalf of and as the act and deed of said firm, for the uses and purposes therein expressed.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

_____(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally known _____ or product identification _____

Updated June 2023

PROPOSER'S CERTIFICATION

Type of identification produced _____ (NOTARY'S SEAL)

ACKNOWLEDGMENT OF PROPOSER, IF A LIMITED LIABILITY COMPANY

STATE OF _____)
SS

COUNTY OF _____)

On this _____ day of _____, 20____, before me, the undersigned authority, personally appeared _____, to me known to be the individual described in and who executed the foregoing instrument as _____ of _____, a _____ company, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the company's Board of Directors or other appropriate authority of said company, and who, having knowledge of the several matters in said foregoing instrument, certified the same to be true in all respects.

Signature of Company Representative _____

WITNESS my hand and official seal the date aforesaid.

_____(Signature of Notary Public)

_____(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally, known _____ or product identification _____

Type of identification produced _____ (NOTARY'S SEAL)

Updated June 2023

CORPORATE RESOLUTION

I hereby certify that I, _____, am the undersigned
Secretary of _____ (The "Corporation") authorized to do business in
the State of Florida, having its principle place of business at
_____. The Corporation is duly organized and
existing under laws of the State of _____ and the following is true, accurate and
complete transcript of a resolutions duly adopted at the meeting of the Board of Directors of said
Corporation duly held _____ day of _____, _____ at which meeting there was
present and acting throughout a quorum authorized to transact business hereinafter described, and that the
proceedings of said meeting were in accordance with the charter By-Laws of said Corporation and that said
resolution that said resolutions are now in full force and effect and have not been modified or amended:

RESOLVED, that _____ (name), _____ (title)
of the Corporation, be and is hereby authorized and empowered to sign any and all documents on behalf of said
Corporation, in its name and for its account for _____ (Project Title) and to take
such steps, and do such other acts and things, as in their best judgement may be necessary, appropriate or desirable
in connection with the proposal/bid submitted to, or any contract entered into with the City of Plantation.

RESOLVED FURTHER, that any and all transactions by and of the officers representatives of the
Corporation, in its name and for its account, with the City of Plantation prior to adoption of these resolutions and
they are hereby, ratified and approved for all purposes.

RESOLVED FURTHER, that the Secretary of this Corporation be and is hereby authorized to affix the
seal of said Corporation to any writings executed by the President in connection with the foregoing, and to attest the
same, but such attestation is not required to evidence the same as the act and deed of this Corporation."

So certified to this ____ day of _____, 20__

CORPORATE RESOLUTION

We the below mentioned officers of this Corporation, a _____ corporation, do certify that _____ (name) is duly elected and qualified Secretary of said Corporation as of the date hereof, and the keeper of the records and minutes of the meetings of the Board of Directors of said Corporation.

NAME		TITLE		SIGNATURE

This ____ day of _____, 20 ____.

FORM A-1

CONFLICT OF INTEREST DISCLOSURE FORM

I HEREBY CERTIFY that

1. I (*printed name*) _____ am the (*title*) _____ and the duly authorized representative of the firm of (*Firm Name*) _____ whose address is _____, and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and,
2. Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; And,
3. This proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

EXCEPTIONS (List)

Firm Name: _____

Printed Name: _____

Signature: _____ Title: _____

Date: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ (date) by _____ (name of officer or agent, title of officer or agent), of _____ (name of corporation acknowledging), a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY PUBLIC

My Commission Expires: _____

FORM 3

TEAM COMPOSITION

Role	Name and City of Residence of individual assigned to the project	Florida Active Registrations Number
Principal-in-Charge		
Project Manager		
List other Key Members:		

Sub Consultants:

Role	Company Name & Address of Office Handling this Project	Projected % of Overall Work on Entire Project	Name of Individual Assigned to this Project	Firm Worked with prime before (Yes or No)	Individual Worked with prime before (Yes or No)	Firm is DBE /CBE (Yes or No)

Are there any contractual agreements between the respondent (prime consultant) and any of the proposed sub-consultants? ____ Yes ____ No

If the answer is yes, the respondent shall attach, with their submittal, information describing the contractual relationship including a copy of any written contractual agreement.

LOCATION

- _____ %

FORM 4

PROFESSIONAL PERSONNEL FOR SIMILAR PROJECTS

Work by firm or joint venture members which best illustrate current qualifications relevant to the City's SPEED DETECTION CAMERA SYSTEM FOR SCHOOL ZONES that have been/is being accomplished by personnel that shall be assigned to the City's project. List no more than ten (10) projects.

4. <u>Project Name & Location</u>		<u>Project Owners Name & Address</u>
<u>Project Manager:</u>		
<u>Completion Date (Actual or Estimated)</u>		<u>Project Owner's Contact Person, Title, & Telephone Number</u>
<u>Estimated Cost (In Thousands)</u>		
Entire Project \$	Work for which firm was/is responsible \$	
<u>Scope of Entire Project</u> (Please give quantitative indications wherever possible)		
<u>Nature of Firm's Responsibility in Project</u> (Please give quantitative indications wherever possible)		
<u>Firm's Personnel (Name/Project Assignment) That Worked on the Stated Project that Shall Be Assigned to the City's Projects</u>		

FORM 5

Prime Consultant’s volume of work performed for the City of Plantation
as a prime consultant and as a sub consultant – currently and previously

Name of Project (include continuing contracts)	Prime or Sub	Total Contracted Fee Amount	Approximate date of award of contract

FORM 6

Use this space to provide any additional information or description of resources (Including any design capabilities) supporting your firm's qualifications for any of the City’s future projects.

The foregoing is a statement of facts.

Signature _____ Telephone Number _____

Typed Name and Title: _____

Date:

REFERENCES

The Proposer shall submit the following minimum information as reference for three (3) similar projects/sales that have been completed successfully by the Proposer in the Southeastern United States within the past (5) years. Three project/sales are required to qualify the Proposer to Proposal. References will be contacted; projects will be reviewed for quality of workmanship or product durability. Information supplied will be considered in the award of this contract

PROPOSAL COMPANY NAME:

1. PROJECT: _____ DATE: _____

LOCATION: _____

OWNER REPRESENTATIVE: Name: _____

Title: _____

Email: _____

2. PROJECT: _____ DATE: _____

LOCATION: _____

OWNER REPRESENTATIVE: Name: _____

Title: _____

Email: _____

3. PROJECT: _____ DATE: _____

LOCATION: _____

OWNER REPRESENTATIVE: Name: _____

Title: _____

Email: _____

Revised July 2023

SWORN STATEMENT UNDER SECTION 287.133(3)(a)
FLORIDA STATUTES

TO BE RETURNED WITH BID

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted with Bid, Proposal or Contract for _____.
2. This sworn statement is submitted by _____ (entity submitting sworn statement), whose business address is _____ and its Federal Employer Identification Number (FEIN) is _____. (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____).
3. My name is _____ (please print name of individual signing), and my relationship to the entity named above is _____.
4. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - a) A predecessor or successor of a person convicted of a public entity crime; or
 - b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.
7. I understand that a “person” as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charges with and convicted of a public entity crime subsequent to July 1, 1989.

Revised June 2023

PUBLIC ENTITY CRIMES

Fill in Form

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies.)

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

(Date)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ Day of _____, 20____, by _____, who is personally known to me or who has produced _____ as identification.

NOTARY SEAL

NOTARY PUBLIC:

SIGN: _____

PRINT: _____

Notary Public, State at large

My Commission Expires: _____

Revised June 2023

STATEMENT UNDER SECTION 287.087
FLORIDA STATUTES

TO BE RETURNED WITH BIDDER

Preference must be given to BIDDER submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with the Florida Statutes, Section 287.087. This requirement affects all public entities of the State and became effective January 1, 1991.

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any convictions of, or plea of guilty or nolo contendere to, any violations of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the above measures.

As the person authorized to sign this statement, I certify that this company complies with the above requirements.

Signature

Printed Name

Bidder Name

Date

NON-COLLUSION CERTIFICATION

Fill in Form

TO BE RETURNED WITH BID

By signing and submitting this bid, the BIDDER certifies that this bid is made independently and free from collusion.

BIDDER shall disclose below, to their best knowledge, any City of Plantation officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes (2014), who is an officer of director or, or has a material interest in, the BIDDER's business, who is in a position to influence this procurement. Any City of Plantation officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the BIDDER, or if they otherwise stand to personally gain if the contract is awarded to this BIDDER.

In the event the Bidder does not indicate any names, the City shall interpret this to mean that the BIDDER has indicated that no such relationships exist. Failure of a Bidder to disclose any relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.

NAME

RELATIONSHIP

Witnesses:

BIDDER:

Typed name: _____

By: _____

Name: _____

Typed name: _____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ (date) by _____ who is personally known to me or who has produced _____ as identification.

My commission expires: _____

NOTARY PUBLIC

Revised July 2023

FORM 4A DISCLOSURE OF BUSINESS TRANSACTION, RELATIONSHIP OR INTEREST

LAST NAME - FIRST NAME - MIDDLE INITIAL			OFFICE / POSITION HELD
MAILING ADDRESS			AGENCY OR ADVISORY BOARD
CITY	ZIP	COUNTY	ADDRESS OF AGENCY

HOW TO COMPLETE AND FILE THIS FORM:

Parts A and B of this form serve two different purposes. Part A is for advisory board members who wish to use an exemption in the ethics laws that is applicable only to advisory board members. Part B is for public officers and employees who wish to use a separate exemption that is applicable when the business entity involved is the sole source of supply within the political subdivision. In order to complete and file this form:

- **Fill out** Part A or Part B, as applicable.
- **Sign** and date the form on the reverse side.
- **File Part A** with the appointing body or person that will be waiving the restrictions of 112.313(3) or (7), Fla. Stat., prior to the waiver.
- **File Part B** with the governing body of the political subdivision in which the reporting person is serving, prior to the transaction.

PART A - DISCLOSURE OF TRANSACTION OR RELATIONSHIP CONCERNING ADVISORY BOARD MEMBER

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, including persons serving on advisory boards. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes, permits the appointing official or body to waive these requirements in a *particular instance* provided: (a) waiver by the appointing body must be upon a two-thirds affirmative vote of that body; or (b) waiver by the appointing person must be effected after a public hearing; *and* (c) in either case the advisory board member must fully disclose the transaction or relationship which would otherwise be prohibited by Subsections (3) or (7) of Section 112.313, Florida Statutes. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable* to an advisory board member.

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:
 - () The reporting person;
 - () The spouse of the reporting person, whose name is _____; or
 - () A child of the reporting person, whose name is _____.
2. The particular transaction or relationship for which this waiver is sought involves [check applicable space]:
 - () Supplying the following realty, goods, and/or services: _____.
 - () Regulation of the business entity by the governmental agency served by the advisory board member.
3. The following business entity is doing business with or regulated by the governmental agency:

_____.
4. The relationship of the undersigned advisory board member, or spouse or child of the advisory board member, to the business entity transacting this business is [check applicable spaces]:
 - () Officer; () Partner; () Associate; () Sole proprietor; () Stockholder; () Director; () Owner of in excess of 5% of the assets of capital stock in such business entity; () Employee; () Contractual relationship with the business entity;
 - () Other, please describe:

PART B - DISCLOSURE OF INTEREST IN SOLE SOURCE OF SUPPLY

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain employment and business relationships on the part of public officers and employees. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12)(e), Florida Statutes, provides an exemption from the above-mentioned restrictions in the event that the business entity involved is the only source of supply within the political subdivision of the officer or employee. In such cases the officer's or employee's interest in the business entity must be fully disclosed to the governing body of the political subdivision. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable*.

PLEASE COMPLETE THE FOLLOWING:

- The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

☐ The reporting person;

☐ The spouse of the reporting person, whose name is _____; or

☐ A child of the reporting person, whose name is _____.
- The following are the goods, realty, or services being supplied by a business entity with which the public officer or employee, or spouse or child of such officer or employee, is involved is:

_____.
- The business entity which is the only source of supply of the goods, realty, or services within the political subdivision is:

(NAME OF ENTITY) (ADDRESS OF ENTITY)
- The relationship of the undersigned public officer or employee, or spouse or child of such officer or employee, to the business entity named in Item 3 above is [check applicable spaces]:
☐ Officer; ☐ Partner; ☐ Associate; ☐ Sole proprietor; ☐ Stockholder; ☐ Director; ☐ Owner of in excess of 5% of the assets or capital stock in such business entity; ☐ Employee; ☐ Contractual relationship with the business entity;
☐ Other, please describe:

SIGNATURE

SIGNATURE	DATE SIGNED	DATE FILED

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES s. 112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.

TRUTH IN NEGOTIATION STATEMENT

TRUTH IN NEGOTIATION STATEMENT

Sworn Statement to be returned with Response to Solicitation

STATE OF _____

COUNTY OF _____

Before me, the undersigned authority, personally appeared _____, who, after being duly sworn, deposes and says as follows:

1. This sworn statement is submitted by _____, (entity submitting sworn statement), whose business address is _____, and its Federal Employer Identification Number (FEIN) is _____. (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____).
2. My name is _____ (please print name of individual signing), and my relationship to the entity named above is _____, and I have personal knowledge of the statements made herein. I also have the authority to make this statement on behalf of _____, (entity submitting sworn statement).
3. Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed fee professional services contract over the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY FOUR, the City requires the Respondent to execute this certificate.
4. I attest that any wage rates and other factual unit costs shown to the City, required by the City, or reflected in the Response to the City solicitation which resulted in this Contract are accurate, complete, and current. I further agree that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the City determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments shall be made within (1) year following the end of the contract. For purposes of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the City, whichever is later.

FURTHER AFFIANT SAYETH NAUGHT.

TRUTH IN NEGOTIATION STATEMENT

NOTARY BLOCK FOR AN INDIVIDUAL

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ (date) by _____ (name of personal acknowledging), who is personally known to me or who has produced _____ (type of identification) as identification.

My commission expires: _____

NOTARY PUBLIC

NOTARY BLOCK FOR A CORPORATION

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ (date) by _____ (name of officer or agent, title of officer or agent), of _____ (name of corporation acknowledging), a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ (type of identification) as identification.

My commission expires: _____

NOTARY PUBLIC

TRUTH IN NEGOTIATION STATEMENT

NOTARY BLOCK FOR A LIMITED LIABILITY COMPANY:

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ (date) by _____ (name of member, manager, officer, or agent, title of member, manager, officer or agent), of _____ (name of company acknowledging), a _____ (state or place of formation) limited liability company, on behalf of the company, who is personally known to me or who has produced _____ (type of identification) as identification.

My commission expires:

NOTARY PUBLIC

INSURANCE REQUIREMENTS

Statement

For the duration of the Agreement, Firm shall, at its sole expense, maintain the minimum insurance coverages stated herein in accordance with the terms and conditions of this article. Firm shall maintain insurance coverage against claims relating to any act or omission by Firm, its agents, representatives, employees, or SubFirms in connection with this Agreement. City of Plantation reserves the right at any time to review and adjust the limits and types of coverage required under this article.

Firm shall ensure that "City of Plantation" is listed as an additional insured on all policies required under this article. Certificate Holder shall be City of Plantation, Risk Management Dept/ City of Plantation 400 NW 73rd Plantation, Florida 33317.

On or before the Effective Date or at least fifteen (15) days prior to commencement of Services, Firm shall provide City with a copy of all Certificates of Insurance or other documentation sufficient to demonstrate the insurance coverage required in this article. If and to the extent requested by the city, Firm shall provide complete, certified copies of all required insurance policies and all required endorsements within thirty (30) days after City's request.

Firm shall ensure that all insurance coverages required by this article shall remain in full force and effect for the duration of this Agreement and until all performance required by Firm has been completed, as determined by Contract Administrator. Firm or Insurer shall provide notice to City of any cancellation or modification of any required policy at least thirty (30) days prior to the effective date of cancellation or modification, and at least ten (10) days prior to the effective date of any cancellation due to nonpayment and shall concurrently provide City with a copy of its updated Certificates of Insurance evidencing continuation of the required coverage(s). Firm shall ensure that there is no lapse of coverage at any time during the time period for which coverage is required by this article

Firm shall ensure that all required insurance policies are issued by insurers: (1) assigned an A. M. Best rating of at least "A-" with a Financial Size Category of at least Class VII; (2) authorized to transact insurance in the State of Florida; or (3) a qualified eligible surplus lines insurer pursuant to Section 626.917 or 626.918, Florida Statutes, with approval by City's Risk Management Dept.

If Firm maintains broader coverage or higher limits than the minimum insurance requirements stated herein, City shall be entitled to any such broader coverage and higher limits maintained by Firm. All required insurance coverages under this article shall provide primary coverage and shall not require contribution from any City insurance, self-insurance or otherwise, which shall be in excess of and shall not contribute to the insurance required and provided by Firm.

INSURANCE REQUIREMENTS

Firm shall declare in writing any self-insured retentions or deductibles over the limit(s) prescribed in herein and submit to City for approval at least fifteen (15) days prior to the Effective Date or commencement of Services. Firm shall be solely responsible for and shall pay any deductible or self-insured retention applicable to any claim against City. City may, at any time, require Firm to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Firm agrees that any deductible or self-insured retention may be satisfied by either the named insured or City, if so, elected by City, and Firm agrees to obtain same in endorsements to the required policies.

Unless prohibited by the applicable policy, Firm waives any right to subrogation that any of Firm's insurer may acquire against City and agrees to obtain same in an endorsement of Firm's insurance policies.

Firm shall require that each SubFirm maintains insurance coverage that adequately covers the Services provided by that SubFirm on substantially the same insurance terms and conditions required of Firm under this article. Firm shall ensure that all such SubFirms comply with these requirements and that "City of Plantation" is named as an additional insured under the SubFirms' applicable insurance policies.

In the event Firm or any SubFirm fails to maintain the insurance required by this Agreement, City may pay any costs of premiums necessary to maintain the required coverage and deduct such costs from any payment otherwise due to Firm. Firm shall not permit any SubFirm to provide Services under this Agreement unless and until the requirements of this article are satisfied. If requested by City, Firm shall provide evidence of each SubFirm's compliance with this article.

If any of the policies required under this article provide claims-made coverage: (1) any retroactive date must be prior to the Effective Date or at least fifteen (15) days prior to commencement of Services; (2) the required coverage must be maintained after termination or expiration of the Agreement for at least the duration stated in Exhibit __, and (3) if coverage is canceled or nonrenewed and is not replaced with another claims-made policy form with a retroactive date prior to the Effective Date or at least fifteen (15) days prior to commencement of Services, Firm must obtain and maintain "extended reporting" coverage that applies after termination or expiration of the Agreement for at least the duration stated in herein.

RISK MANAGEMENT'S INSURANCE REQUIREMENTS EXHIBIT TEMPLATE TO BE INCORPORATED INTO CITY CONTRACTS AS EXHIBIT (SEE ATTACHED)

INSURANCE REQUIREMENTS

TYPE OF INSURANCE	INS D	WVD	MINIMUM LIABILITY LIMITS		
				Each Occurrence	Aggregate
GENERAL LIABILITY - Broad form ☒ Commercial General Liability ☐ Premises-Operations ☐ XCU Explosion/Collapse/Underground ☐ Products/Completed Operations Hazard ☒ Contractual Insurance ☐ Broad Form Property Damage ☒ Independent Firms ☒ Personal Injury Per Occurrence or Claims-Made: ☐ Per Occurrence ☐ Claims-Made Gen'l Aggregate Limit Applies per: ☐ Project ☐ Policy ☐ Loc. ☐ Other _____	✓	☑	Bodily Injury Property Damage Combined Bodily Injury and Property Damage Personal Injury Products & Completed Operations	\$ 1 mil \$ 1 mil \$ 2 mil \$ 1 mil \$ 1 mil	
AUTO LIABILITY ☐ Comprehensive Form ☐ Owned ☐ Hired ☐ Non-owned ☐ Any Auto, If applicable <i>Note: May be waived if no driving will be done in performance of services/project.</i>	✓	☑	Bodily Injury (each person) Bodily Injury (each accident) Property Damage Combined Bodily Injury and Property Damage	\$ 1 mil	
☐ EXCESS LIABILITY Per Occurrence or Claims-Made: ☐ Per Occurrence ☐ Claims-Made <i>Note: May be used to supplement minimum liability coverage requirements.</i>	☑	☑			
☒ WORKER'S COMPENSATION <i>Note: U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water.</i>	N/A	☑	Each Accident	STATUTORY LIMITS	
☐ EMPLOYER'S LIABILITY			Each Accident	\$ 100k	
☐ POLLUTION / ENVIRONMENTAL LIABILITY	☑	☑	If claims-made form: Extended Reporting Period of: *Maximum Deductible:	\$ 1 mil 2 years \$10 k	Completed Value
☐ PROPERTY COVERAGE / BUILDER'S RISK "ALL RISK" WITH WIND AND FLOOD COVERAGE	☐	☑	*Maximum Deductible (Wind and/or Flood): *Maximum Deductible:	Not to exceed 5% of completed value \$10 k	Completed Value
☐ PROFESSIONAL LIABILITY (ERRORS & OMISSIONS) All engineering, surveying and design professionals.	✓	☑	If claims-made form: Extended Reporting Period of: *Maximum Deductible:	\$ 1 mil 3 years \$10 k	
☐ Installation floater is required if Builder's Risk or Property are not carried. <i>Note: Coverage must be "All Risk", Completed Value.</i>			If claims-made form: Extended Reporting Period of: *Maximum Deductible:	\$ 1 mil 3 years \$10 k	Completed Value
Description of Operations: "City of Plantation" shall be listed as Certificate Holder and endorsed as an additional insured for liability. Policies shall be endorsed to provide 30 days written notice of cancellation to Certificate Holder, 10 days' notice of cancellation for non-payment. Firms insurance shall provide primary coverage and shall not require contribution from Certificate Holder. *Firm is responsible for all Deductibles.					
CERTIFICATE HOLDER: City of Plantation 400 NW 73 rd Avenue Plantation, FL 33317					

INSURANCE REQUIREMENTS

Insurance Summary:

- A. Violation of the terms of this agreement and its subparts shall constitute a breach of the written contract and so the city at its sole discretion, may cancel the contract and all rights, title and interest of the Firm shall thereupon cease and terminate.
- B. The City reserves the right to require or adjust any of the insurance coverage's it deems necessary depending upon the company, the project and the potential hazard exposures.
- C. The city requires being named "**Additional Insured**" on all certificates of insurance. Certificates of Insurance can only be endorsed by an insurance agency or insurance company.
- D. No work is to be performed pursuant to a mutually agreed upon written contract between the City of Plantation and the Firm. The city will have the right to amend such contract to conform to City of Plantation guidelines for contract work.
- E. The City requires a "thirty (30) day notice of cancellation" on all certificates of insurance.

THE UNDERSIGNED FIRM HAS READ ALL THE FOREGOING REQUIREMENTS AND AGREES TO THE TERMS.

WITNESS

FIRM

DATE

CITY OF PLANTATION
Risk Manager

City's Risk Manager hereby waives the following Insurance Requirements

Proposal Checklist and Summary Form

Please use this Bid Checklist form to mark off all forms within this bid package as signed and/or acknowledged.

Proposer's Name: _____ **Date:** _____

Revenue Split the City Will Receive: _____

Plantation Local Business pursuant to City Code Section 2-227: Yes ☐ or No ☐

Disadvantaged Business Enterprise: Yes ☐ or No ☐

Submitted Forms:

- | | |
|---|--|
| ☐ Proposer Certification | ☐ Registered as a City of Plantation Vendor |
| ☐ Proposal Form | ☐ Signed General Terms and Provisions |
| ☐ Addendums Acknowledge Form | ☐ Proposal Guarantee Form |
| ☐ Additional Documentation Certifying that you, your staff or Company are qualified to provide the requested work/services | |
| ☐ Proposal Checklist and Summary Form | ☐ References |
| ☐ Public Entity Crimes Forms | ☐ Drug Free Workplace Form |
| ☐ Certificate of Insurance Requirements Form | ☐ Truth in Negotiation |
| ☐ Forms A-1, Firm Profile, Form 3, Form 4, Form 5, Form 6 | |
| ☐ Corporate Resolution | ☐ Disclosure of Business Transaction Form |

Signature: _____

Printed Name: _____

Revised June 2023

Evaluation Tabulation Sheet

Selection Committee

Chad Fowler, Police (1- Chair)

Nancy Paul, Administration (2)

Laura Karpaviciute, Administration (3)

Date: March 12, 2024 and April 16th 2024

Print Name: Charles Spencer

Signature: *Charles C. Spencer, Jr.*

RFSP No.: 005-24

Title: Speed Detection Camera System for School Zones

SELECTION COMMITTEE	RedSpeed Florida, LLC	SaferSpeeds, LLC	Sensys Gatso Group USA, Inc	Blue Line Solutions LLC.
Committee Member No. 1	98.2	45	54.6	76.6
Committee Member No. 2	73.2	60 55	79.6	78.6 68.6
Committee Member No. 3	84.2	39	61.6	56.6
TOTAL SCORE	255.6	144 139	195.8	211.8 201.8

SELECTION COMMITTEE	NovoaGlobal, Inc	Altumint, Inc	Conduent State & Local Solutions, Inc	Verra Mobility
Committee Member No. 1	63.4	92.8	96.2	63.2
Committee Member No. 2	81.4	53.8	89.2	88.2
Committee Member No. 3	81.4	80.8	76.2	74.2
TOTAL SCORE	226.2	227.4	261.6	225.6

Presentation/Interview Scores with Shortlisted Firm(s) (if Conducted)

SELECTION COMMITTEE	RedSpeed Florida, LLC	NovoaGlobal, Inc	Altumint, Inc	Conduent State & Local Solutions, Inc	Verra Mobility
Committee Member No. 1	20	15	15	13	12
Committee Member No. 2	18	10	10	15	10
Committee Member No. 3	19	17	17	17	16

Total Cumulative Score	312.6	268.2	269.4	306.6	263.6
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Firm's Position Number After Points Were Tallied

Proposers	RedSpeed Florida, LLC	NovoaGlobal, Inc	Altumint, Inc	Conduent State & Local Solutions, Inc	Verra Mobility
Designation Number	1	4	3	2	5

Note: Tie Breaking Procedures: A tie shall exist whenever two or more Proposers receive the same final score. Tie breaking procedures shall only be applied when a tie exists between the highest ranking or scoring Proposers. The tie breaking procedure shall only be applied in the final step of the selection process. If presentations or interviews are not conducted, tie breaking procedures will be applied at the conclusion of the evaluation and scoring of the written proposals. If presentations or interviews are conducted, tie breaking procedures will be applied at the conclusion of the presentations or interviews and ranking of the proposers. 1. Whenever two or more proposals are determined to be equal with respect to price, quality, and service, the proposal from the business that certifies that it has implemented a drug-free workplace program pursuant to Section 287.087; Florida Statutes shall be given preference in the award process. 2. If the tied Firm have all implemented a drug-free workplace program, and a tie continues to exist, the award shall be made based on random selection by the Procurement Official before at least one witness.

Information relating to the March 12, 2024 Public Selection Committee Meeting.

- The Committee held public discussions, scored and ranked proposals received.
- The Committee Short-Listed to the top five (5) (highest scored) Firms (see highlighted Firms), and has elected to conduct oral presentations/interviews with the selected Firms.
- Pursuant to the process outlined in the solicitation (RFSP No. 005-24). The City will conduct oral presentations/interviews with the top five (5) (highest scored) Firms. This process will provide for a maximum of twenty (20) additional points per Selection Committee member, per each Proposer. A Proposer may receive all or a portion of this amount depending on the Oral Presentation provided by the Proposer as determined by the Selection Committee.
- The Procurement Department will reach out to the shortlisted Firms, and provide them with a date and time of the presentation/interview.
- During the validation of the Selection Committee scores sheets, Procurement noticed a mathematical error which has been adjusted accordingly. This change/error did not change any Firms potions/ranking.

Information relating to the April 16, 2024 Public Selection Committee Meeting.

- **Public Meeting Notes:** On April 16, 2024, the Selection Committee held a public meeting where they discussed, scored and ranked the five (5) shortlisted Firms, based on the Firms oral presentations and interviews. The final outcome of this meeting/process can be found above. In accordance with the solicitation process, City Code, City policies and/or procedures, the City will proceed with agreement negotiations with most advantageous Firm (Firm with the highest cumulative score).

Evaluation Tabulation Sheet

Selection Committee

Chad Fowler, Police (1- Chair)

Nancy Paul, Administration (2)

Laura Karpaviciute, Administration (3)

Date: March 12, 2021 and

Print Name: Charles Spencer

Signature: [Signature]

RFSP No.: 005-24

April 16, 2024

Title: Speed Detection Camera System for School Zones

SELECTION COMMITTEE	* RedSpeed Florida, LLC 2	* SaferSpeeds, LLC 8	* Sensys Gatso Group USA, Inc 7	* Blue Line Solutions LLC. 6
Committee Member No. 1	98.2	45	54.6	76.6
Committee Member No. 2	73.2	60 55.8	79.6	76.6 68.6
Committee Member No. 3	84.9	39	61.6	56.6
TOTAL SCORE	255.6	144 139.8	195.8	211.8 201.8

SELECTION COMMITTEE	* NovoaGlobal, Inc 4	* Altumint, Inc 3	* Conduent State & Local Solutions, Inc 1	* Verra Mobility 5
Committee Member No. 1	63.4	92.8	96.2	63.2
Committee Member No. 2	81.4	53.8	89.2	88.2
Committee Member No. 3	81.4	80.8	76.2	74.2
TOTAL SCORE	226.2	227.4	261.6	225.6

Presentation/Interview Scores with Shortlisted Firm(s) (if Conducted)

SELECTION COMMITTEE	RedSpeed Florida, LLC	SaferSpeeds, LLC	Sensys Gatso Group USA, Inc	Blue Line Solutions LLC.
Committee Member No. 1	20			
Committee Member No. 2	18			
Committee Member No. 3	19			

Total Cumulative Score	312.6			
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SELECTION COMMITTEE	NovoaGlobal, Inc	Altumint, Inc	Conduent State & Local Solutions, Inc	Verra Mobility
Committee Member No. 1	15	15	13	12
Committee Member No. 2	10	10	15	10
Committee Member No. 3	17	17	17	16

Total Cumulative Score	268.2	269.4	306.6	263.6
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Firm's Position Number After Points Were Tallied

Proposers	RedSpeed Florida, LLC	SaferSpeeds, LLC	Sensys Gatso Group USA, Inc	Blue Line Solutions LLC.
Designation Number	1			

Proposers	NovoaGlobal, Inc	Altumint, Inc	Conduent State & Local Solutions, Inc	Verra Mobility
Designation Number	4	3	2	5

Note: Tie Breaking Procedures: A tie shall exist whenever two or more Proposers receive the same final score. Tie breaking procedures shall only be applied when a tie exists between the highest ranking or scoring Proposers. The tie breaking procedure shall only be applied in the final step of the selection process. If presentations or interviews are not conducted, tie breaking procedures will be applied at the conclusion of the evaluation and scoring of the written proposals. If presentations or interviews are conducted, tie breaking procedures will be applied at the conclusion of the presentations or interviews and ranking of the proposers. 1. Whenever two or more proposals are determined to be equal with respect to price, quality, and service, the proposal from the business that certifies that it has implemented a drug-free workplace program pursuant to Section 287.087, Florida Statutes shall be given preference in the award process. 2. If the tied Firm have all implemented a drug-free workplace program, and a tie continues to exist, the award shall be made based on random selection by the Procurement Official before at least one witness.

OFFICE OF THE MAYOR

Nick Sortal
Mayor

PROCUREMENT DEPARTMENT

Charles Spencer, NIGP-CPP
Director



CITY COUNCIL

Timothy J. Fadgen, President
Louis Reinstein, President Pro Tem
Eril Anderson
Jennifer Andreu
Denise Horland

June 14, 2024

Robert Liberman, Manager
RedSpeed Florida, LLC
400 Eisenhower Lane North
Lombard, Illinois 60148
Email: Robert.Liberman@RedSpeed.com

RE: RFSP No. 005-24; Speed Detection Camera System for School Zones

Dear Robert Liberman:

This letter is to inform you that the City of Plantation City Council- authorized and approved the following on the Legislation Section of the Agenda, Item No.10 during their June 12, 2024 City Council meeting:

- Approval of the Selection Committee's scores and rankings identifying RedSpeed Florida, LLC, as the highest ranked (most advantageous) Firm in reference to RFSP No. 005-24; Speed Detection Camera System for School Zones.
- Approval of a resolution of the City Council of the City of Plantation, Florida, approving and authorizing execution of an agreement with RedSpeed Florida, LLC for speed detection camera system for school zones; providing for conflicts; providing for severability; and providing for an effective date.
- Authorization and approval to execute the negotiated agreement (see attached) between the City of Plantation and RedSpeed Florida, LLC for "Speed Detection Camera System for School Zones -Term Contract", in accordance with the scope of work, terms and conditions provided in the attached agreement; and whereas, the initial term of this agreement shall be for five (5) years, unless terminated earlier. In addition, the City reserves the right to extend this Agreement for one (1) additional five (5) year term , provided RedSpeed Florida, LLC also agrees in writing to extension upon such terms as the City and RedSpeed Florida, LLC agree, and requiring that any renewal shall be presented, considered and approved by the City Council at a regular or special meeting, providing for public comment, and prohibiting such contract renewal from being considered as part of a consent agenda.
- Authorization and approval for the City of Plantation to act as lead agency for the Southeast Florida Governmental Purchasing Cooperative Group for matters pertaining to the agreement associated with RFSP No. 005-24; Speed Detection Camera System for School Zones- Term Contract.

The approved Agreement has been signed by RedSpeed Florida, LLC, and the City will now begin its counter-signing procedures.

Note: The City shall not be obligated to any Proposer to enter into a contract or issue a purchase order with the Proposer despite the City governing body prospectively awarding the Project/Services to a successful Proposer. The City shall be obligated to any Proposer for the project/services if and only if the CITY enters into a contract or issues a purchase order for the Project/Services with the Proposer, and further, no action will lie against the City to compel the City to execute any such contract or purchase order, or to recover from the City any damages, costs, lost profits, expenses, etc., that Bidder may incur if the City chooses not to sign such contract or issue a purchase order.

If you have any questions, please do not hesitate to contact me.

Respectfully,

Charles C. Spencer, Jr.

Charles Spencer, NIGP-CPP
Procurement Director
Email: Espencer@Plantation.org

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RESOLUTION NO. 2024-020

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PLANTATION, FLORIDA, APPROVING AND AUTHORIZING
EXECUTION OF AN AGREEMENT WITH REDSPEED
FLORIDA, LLC FOR SPEED DETECTION CAMERA SYSTEM
FOR SCHOOL ZONES; PROVIDING FOR CONFLICTS;
PROVIDING FOR SEVERABILITY; AND PROVIDING FOR
AN EFFECTIVE DATE.

WHEREAS, the City Council finds that it is in the best interests of the public to enter
into an Agreement with RedSpeed Florida, LLC for speed detection camera system for school
zones; and

WHEREAS, the initial term of this agreement shall be for five (5) years, unless
terminated earlier; and

WHEREAS, the City reserves the right to extend this Agreement for one (1) additional
five (5) year term, provided RedSpeed Florida, LLC also agrees in writing to extension upon
such terms as the City and RedSpeed Florida, LLC agree; and

WHEREAS, any renewal shall be presented, considered and approved by the City
Council at a regular or special meeting, providing for public comment, and prohibiting such
contract renewal from being considered as part of a consent agenda.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF PLANTATION, FLORIDA, THAT:**

Section 1. The foregoing recital is hereby ratified and confirmed as being true and
correct and is incorporated herein by this reference.

Section 2. The Agreement attached hereto is approved. The Mayor and Chief
Administrative Officer are authorized to execute the Agreement with RedSpeed Florida, LLC.
The City Administration may make minor changes to the Agreement as are deemed necessary
and appropriate.

Section 3. All Resolutions or parts of Resolutions in conflict herewith, be and the
same are repealed to the extent of such conflict.

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

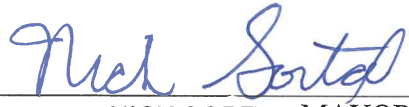
Section 5. This Resolution shall take effect immediately upon passage and adoption
and signature of the Mayor.

(Signature Page to Follow)

37 PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF PLANTATION,
38 FLORIDA, THIS 12 DAY OF June, 2024.

39
40 SIGNED by the Mayor this 12 day of June, 2024.

41
42 CITY OF PLANTATION, FLORIDA

43
44 
45
46 NICK SORTAL, MAYOR

47 ATTEST:

48
49 
50 APRIL BEGGEROW, MPA, CMC
51 CITY CLERK

52 APPROVED

DATE

53
54
55 REQUESTED BY: _____

56 Dept. OK: _____

57 ADMIN. OK: _____

58 ATTY. OK: _____

59 As to form only

60 RECORD ENTRY:

61 I HEREBY CERTIFY that the Original of the foregoing signed Resolution was received
62 by the Office of the City Clerk and entered into the Public Record this 12th day of
63 June, 2024.

64
65 
66 April Beggerow, City Clerk

Office of Public Safety

City Charter Preamble: was adopted
“in order to protect the health,
welfare and safety of its residents....”

Strategic Vision: “A vibrant, safe, and
resilient smart city....”

“Government is instituted for the
common good; for the **protection**,
safety, prosperity, and happiness of
the people....”

~John Adams

Government’s first duty and highest
obligation is **public safety**.

~Arnold Schwarzenegger

Public Safety Master Plan

WHY
DOES
IT
matter



Office of Public Safety

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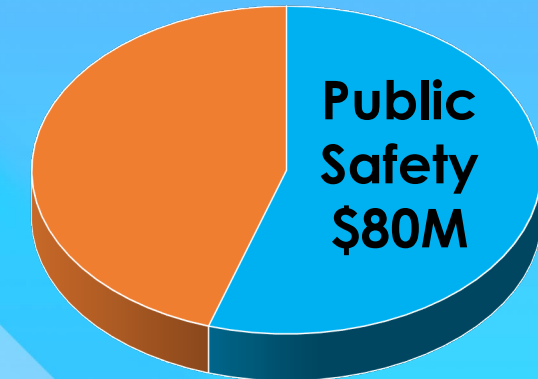
“Government is instituted for the
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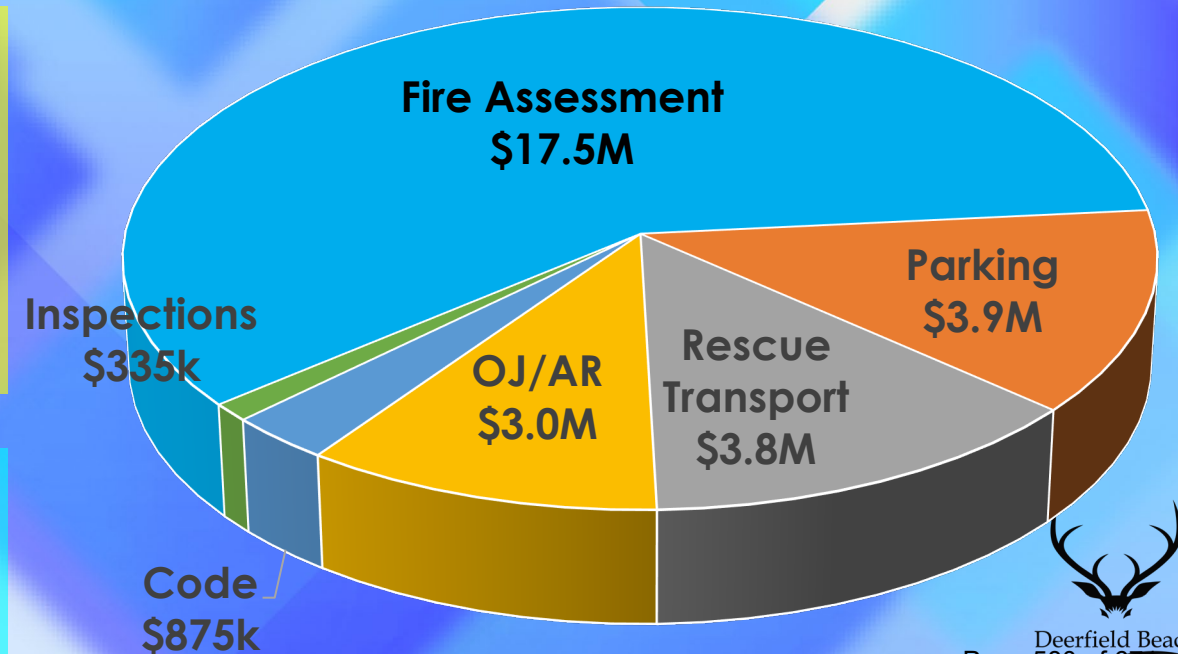
Government's first duty and highest
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~Arnold Schwarzenegger

General Fund = \$156M



Revenue



Office of Public Safety

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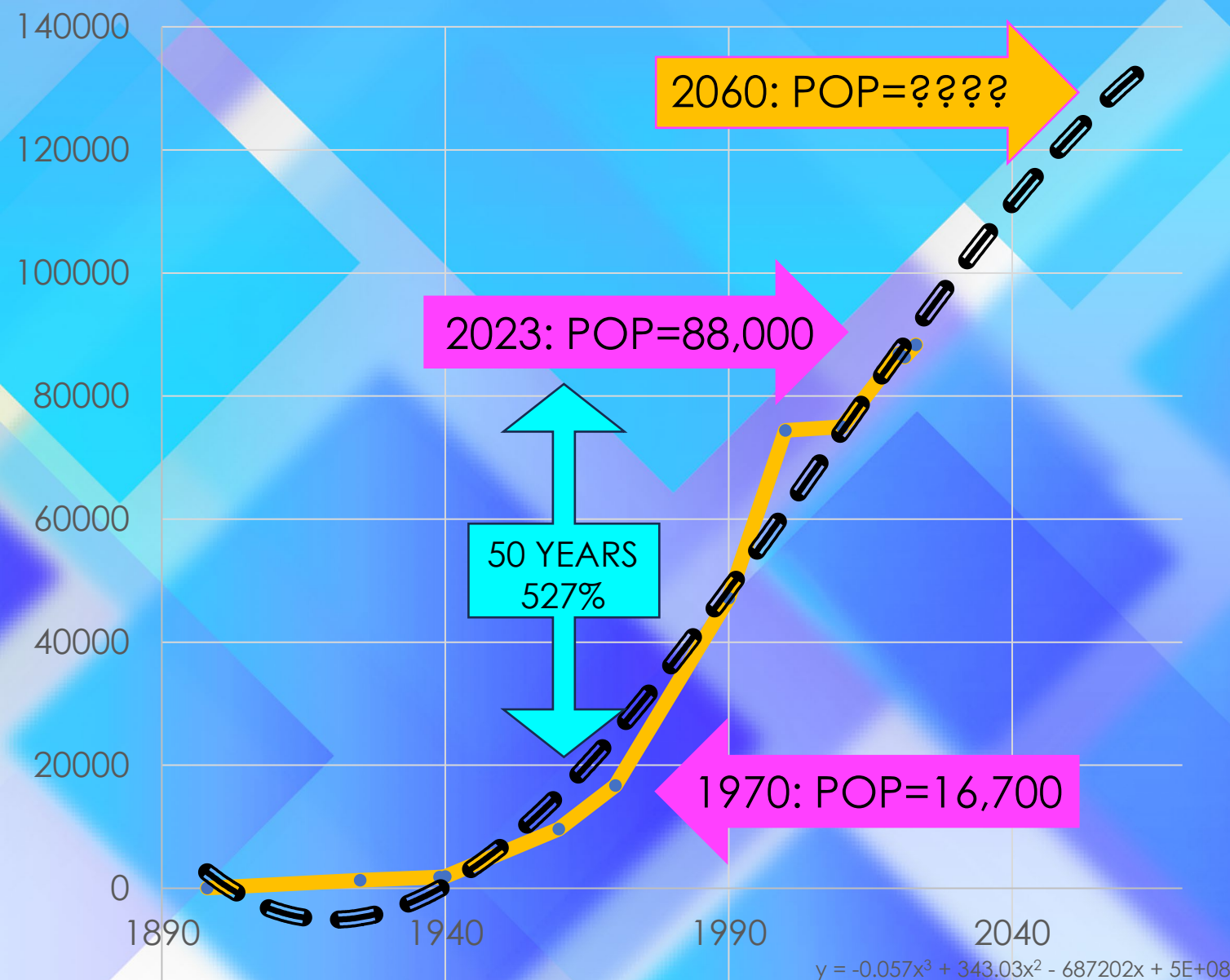
Government’s first duty and highest
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88,000 Residents
6,600 Businesses
25+ Annual Events
1.1 miles of Beach
36,000 Ocean Rescue Contacts
3,000,000 Patrons
16.2 square miles Area
146+ miles of Roads
53 Parks/1378 Acres
11 Public & Private Schools
9,222 Students (Pre-K to 12th)
12,000 Code Inspections
65,000 Law Enforcement Calls
40,000 Parking & Traffic Citations
25,000 Fire Rescue Calls

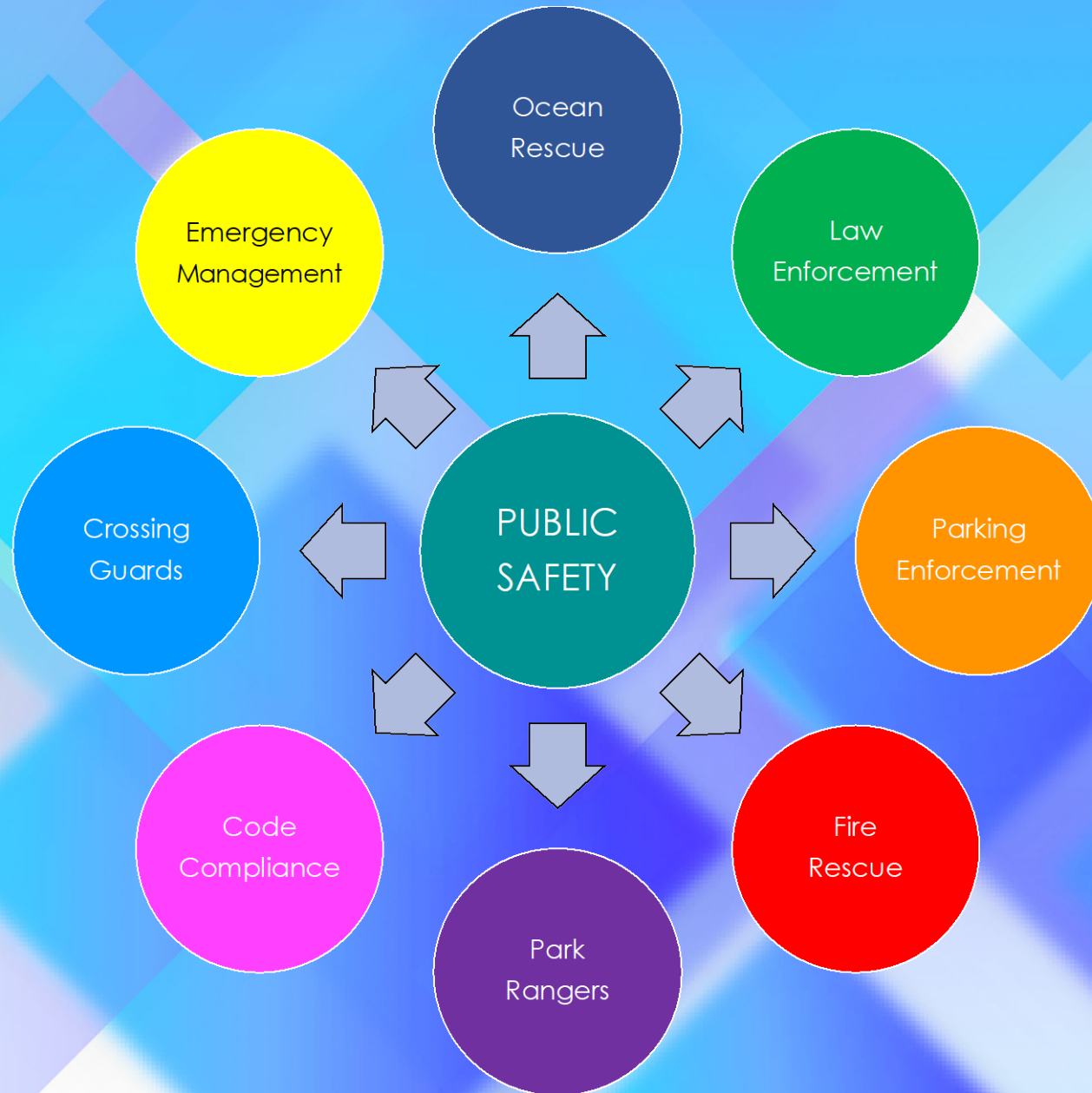


Office of Public Safety



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1.1 miles of Beach
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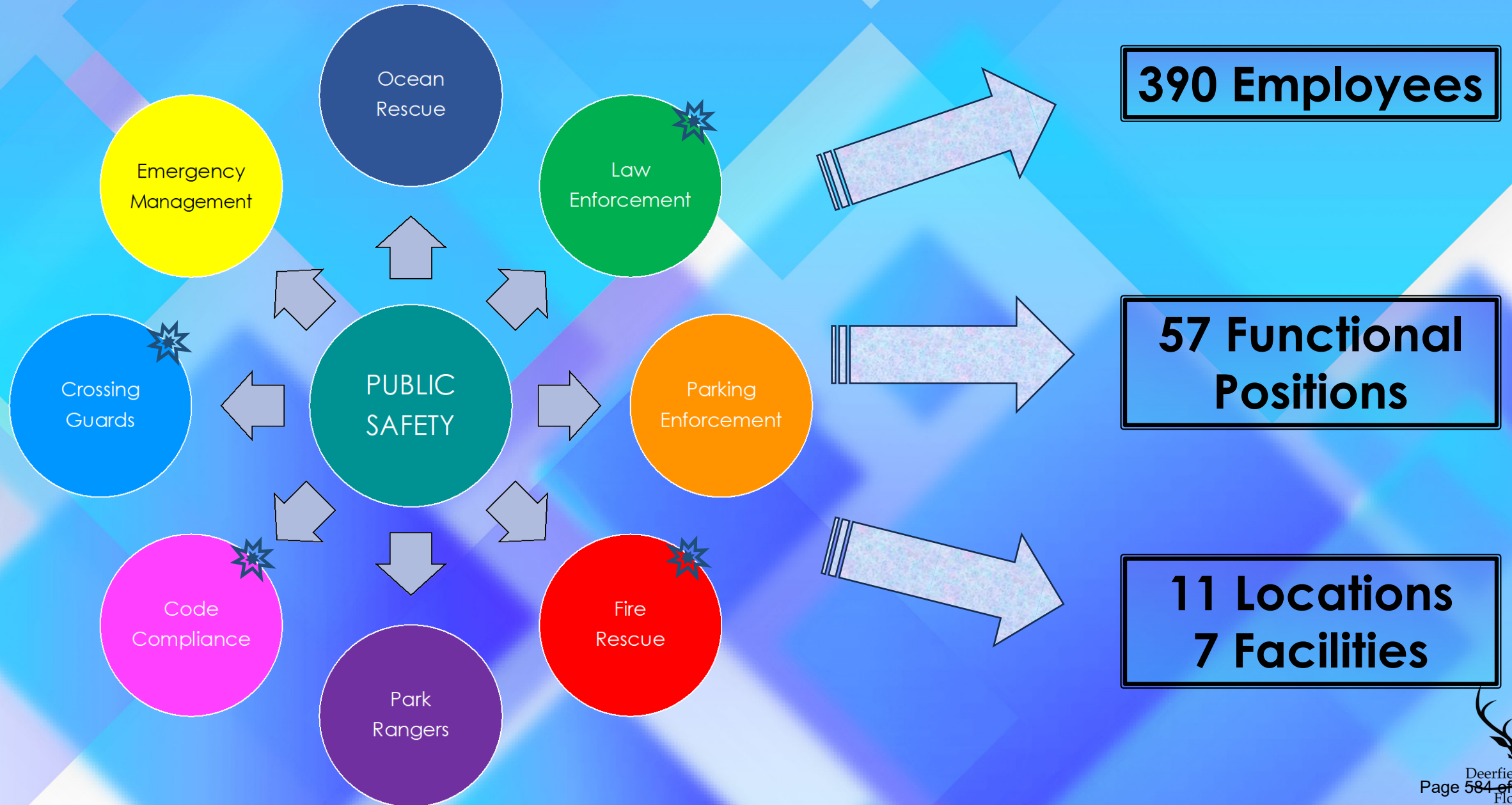
Office of Public Safety

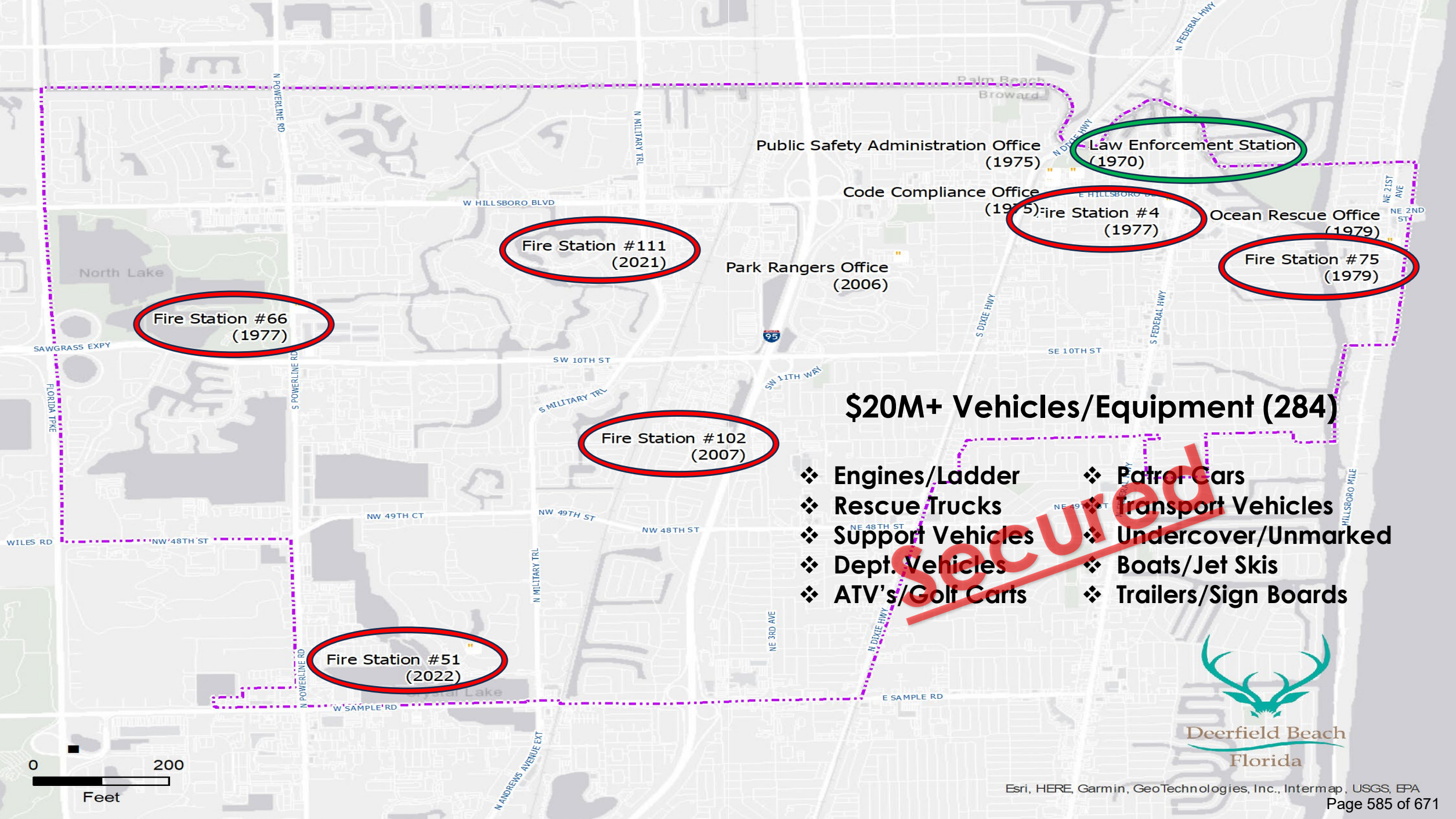


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Office of Public Safety





Public Safety Administration Office
(1975)

Law Enforcement Station
(1970)

Code Compliance Office
(1975)

Fire Station #111
(2021)

Park Rangers Office
(2006)

Fire Station #4
(1977)

Ocean Rescue Office
(1979)

Fire Station #75
(1979)

Fire Station #66
(1977)

Fire Station #102
(2007)

Fire Station #51
(2022)

\$20M+ Vehicles/Equipment (284)

- ❖ Engines/Ladder
- ❖ Rescue Trucks
- ❖ Support Vehicles
- ❖ Dept. Vehicles
- ❖ ATV's/Golf Carts
- ❖ Patrol Cars
- ❖ Transport Vehicles
- ❖ Undercover/Unmarked
- ❖ Boats/Jet Skis
- ❖ Trailers/Sign Boards



Master Plan Phase I Outcomes

Detailed Spatial
Needs Analysis

Comprehensive
Staffing Studies

Existing Building
Analyses

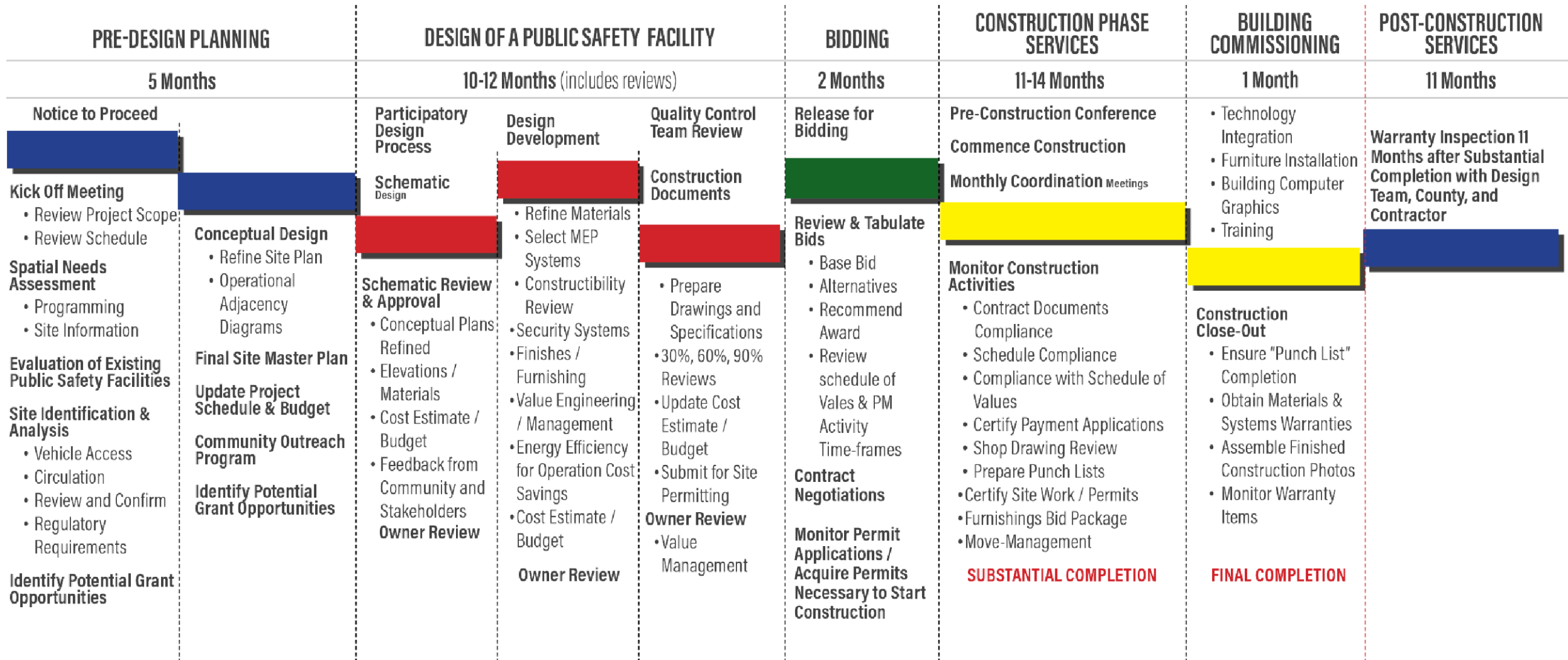
Site Analyses

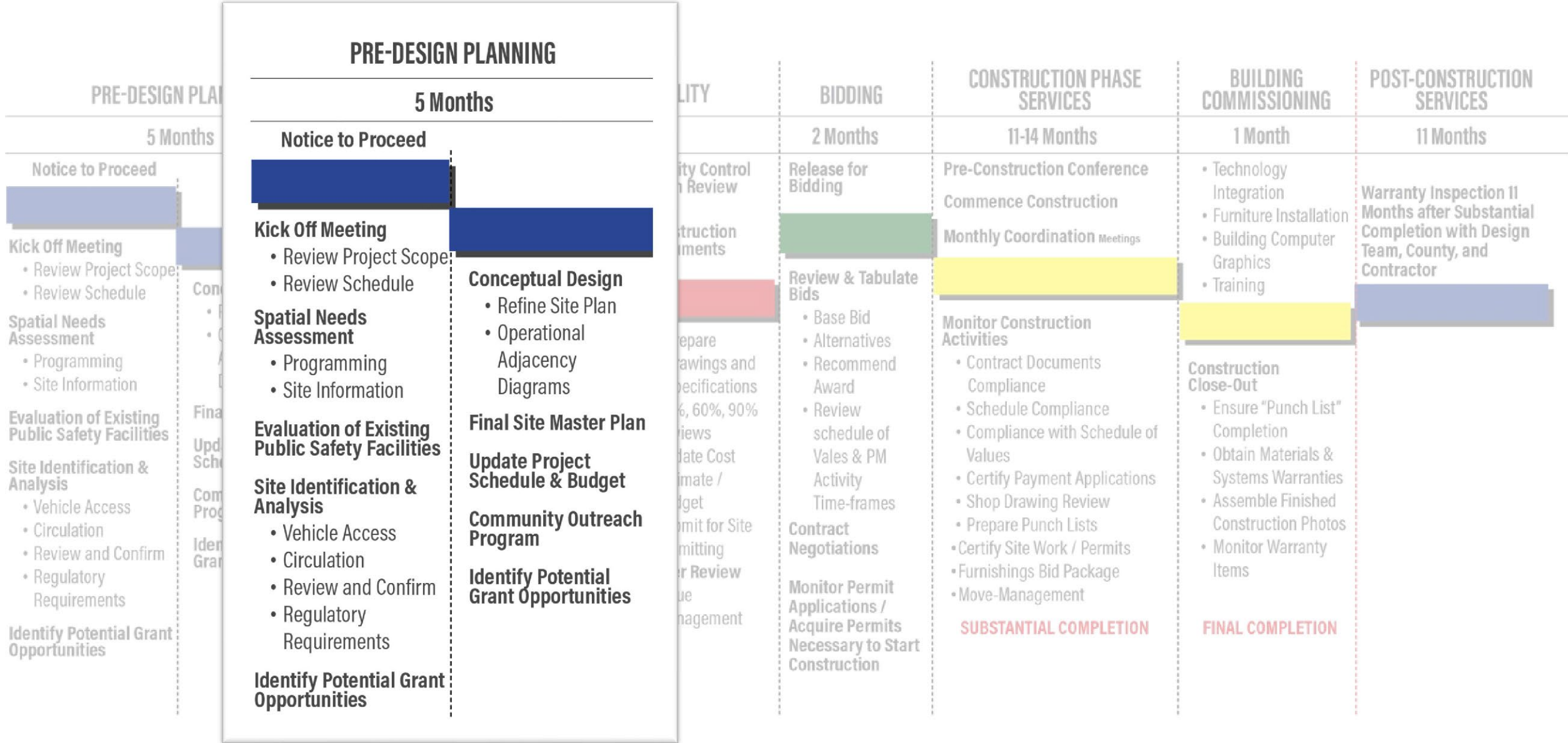
Conceptual
Architectural
Site Planning

Preliminary
Technology
Report



PROJECT METHODOLOGY





SPECIALIZED AREAS | EMERGENCY MANAGEMENT

SPECIALIZED AREAS | LAW ENFORCEMENT

SPECIALIZED AREAS | FIRE RESCUE



Training Room



Public Lobby



Technology / AV



Real Time Crime



Lobby



Secure Parking S



Training Room



Kitchen / Dining Area



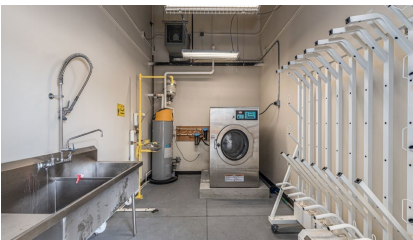
Gym



Training Tower



Dayroom



Decontamination



Bunk Rooms



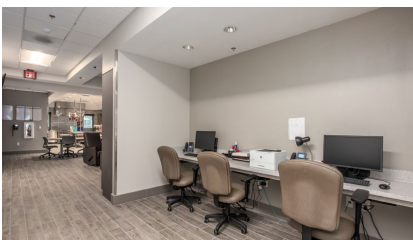
Memorial / Artwork



Office Spaces



EMS Supply Storage



Report Writing Stations

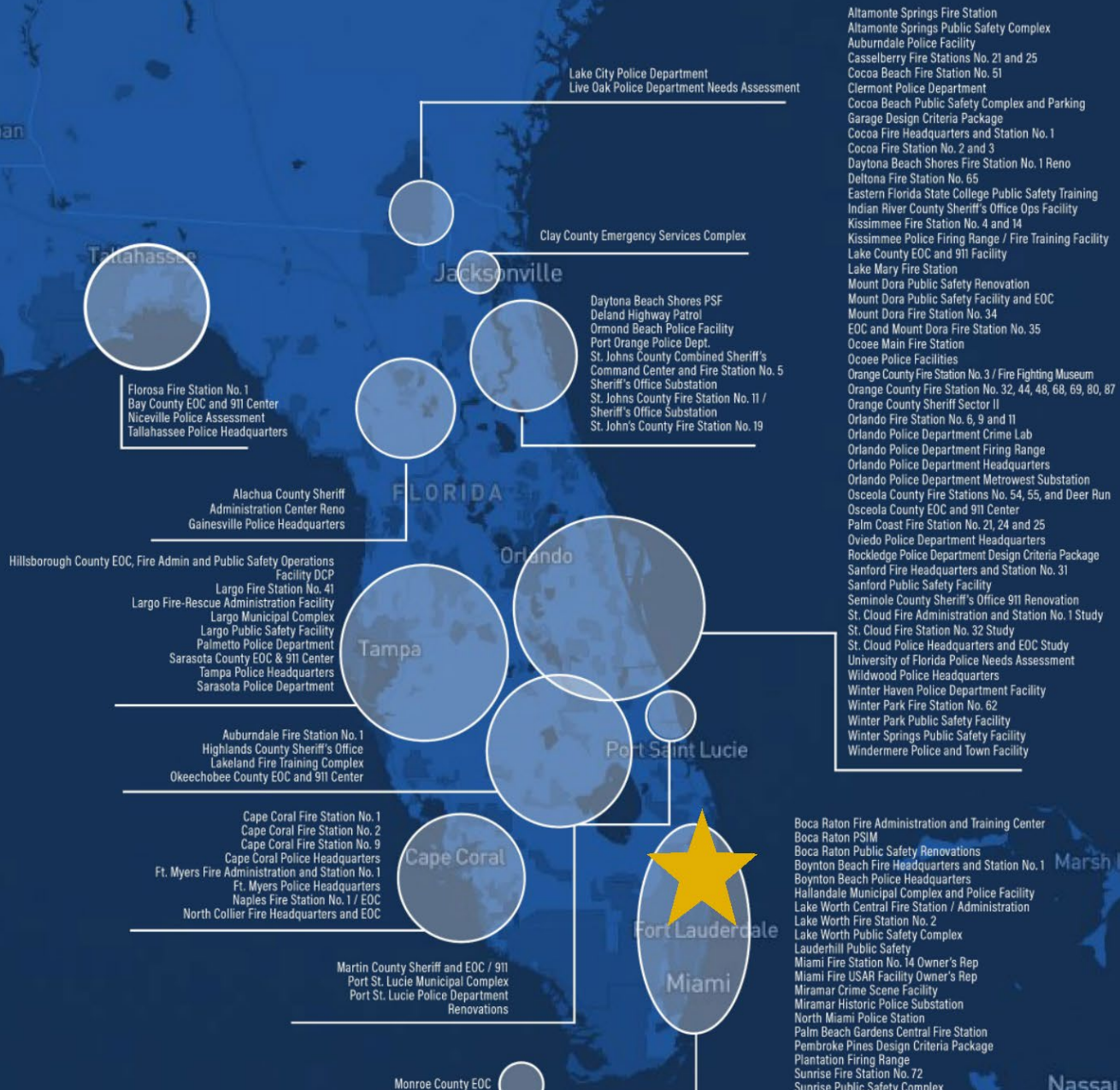


Apparatus Bay

ADGS NATIONAL PUBLIC SAFETY EXPERIENCE

- 
- › Alpharetta Public Safety Facility
 - › Alachua County Sheriff's Complex
 - › Altamonte Springs Public Safety Complex
 - › Altamonte Springs Fire Station
 - › Auburn Fire and Police Headquarters
 - › Auburndale Police Facility
 - › Auburndale Fire Station No. 1
 - › Aurora Fire and Police Training Facility
 - › Bal Harbour Police Facility
 - › Belton Public Safety Facility Renovation
 - › Boca Raton Police Services Facilities
 - › Boca Raton Public Safety Information Management Center
 - › Boca Raton Fire Administration and Training Center
 - › Boca Raton Fire and Police Facilities
 - › Boynton Beach Police Facility
 - › Boynton Beach Fire Station
 - › Bradford County Public Safety Facility
 - › Brunswick Police Department
 - › Cape Canaveral Police and Municipal Facilities
 - › Cape Coral Police Headquarters
 - › Cape Coral Fire Stations No. 1, 2, and 9
 - › Casselberry Fire Stations No. 21 and 25
 - › Cedar Falls Public Safety Facility
 - › Cedar Park Police Headquarters Renovation
 - › Corinth Public Safety Facility Study
 - › Clermont Police Department Headquarters
 - › Cobb County Police Headquarters
 - › Cobb County Fire and Police Training y
 - › Cocoa Beach Public Safety Complex
 - › Cocoa Beach Fire Station No. 51
 - › Cocoa Fire Headquarters and Station No. 1
 - › Cocoa Fire Station No. 2
 - › Cocoa Fire Station No. 3
 - › Cookeville Police Headquarters
 - › Corinth Fire and Public Safety Facility Needs Assessment
 - › Covington Police and Courts Facility
 - › Daytona Beach Shores Public Safety Complex
 - › DeSoto Police Training Facility
 - › Davie Central Fire Station
 - › Davidson Fire Station Peer Review
 - › DeKalb County Fire Station No. 7 Owner's Rep
 - › Deltona Fire Station No. 65
 - › DeSoto Fire Headquarters and Station No. 2
 - › DeSoto Fire Station No. 3
 - › Elmira Police Facility
 - › Eastern Florida State College Public Safety Training Center
 - › Florosa Fire Station No. 5
 - › Fond du Lac Fire and Police Training Facility Pre-Design
 - › Ft. Myers Fire Station No. 1 and Administration
 - › Frankfort Public Safety Facility
 - › Ft. Lauderdale Police Facility Study
 - › Ft. Myers Fire Station No. 1 and Administration
 - › Gainesville Police Facility Renovation
 - › Gainesville Police Department Training Facility
 - › Georgetown Public Safety Operations and Training Complex
 - › Granbury Police Headquarters Study
 - › Grand Prairie / Irving Public Safety Training Facility
 - › Greene County Public Safety Coordination Center
 - › Gulfport Public Safety Facility
 - › Highlands County Sheriff's Law Enforcement
 - › Highlands County Sheriff Detention Center Reconfiguration
 - › Hillsborough Public Safety Operations Facility
 - › Huntsville Fire and Police Facility
 - › Huntsville Fire and Police Training Facility
 - › Indian River County Sheriff's Office
 - › Johnston Public Safety Complex and Fire Stations
 - › Kingsport Courthouse Renovation
 - › Kissimmee Fire Station No. 4 and 14
 - › Kissimmee Police Training Facility
 - › Lafayette Public Safety Building
 - › Lake Mary Fire Station
 - › Lake Worth Central Fire Station / Fire-Rescue Administration
 - › Lake Worth Fire Station No. 2
 - › Lakeland Fire Training Complex
 - › Largo Fire Station No. 41
 - › Largo EOC and Police Training Facility
 - › Lebanon Police Department
 - › Linn County Sheriff's Office
 - › Longview Fire Department Rehabilitation
 - › Lowell Police Headquarters
 - › Lynchburg Police Headquarters
 - › Manchester Police Department Headquarters
 - › Mansfield Police Headquarters
 - › Martin County Public Safety Facility
 - › Minneola Police and Fire Facilities
 - › MNCPPC National Division Headquarters
 - › Mount Dora Public Safety Facility Renovation
 - › Naples Fire Administration and Station No. 1
 - › New Braunfels Police Headquarters
 - › Northglenn Police and City Hall Complex
 - › North Kingston Public Safety Facility and Fire Station
 - › Ocoee Police Facility
 - › Orange County Sheriff Sector II
 - › Orange County Fire Station No. 3 / Fire Fighting Museum
 - › Orange County Fire Stations Prototype
 - › Orlando Police Department Headquarters
 - › Orlando Police Department Firing Range and Training Facility
 - › Osceola County Fire Stations Prototype
 - › Owensboro Police Facility
 - › Palm Beach Gardens Central Fire Station / Fire-Rescue
 - › Palm Coast Fire Stations No. 21, 24, and 25
 - › Palmetto Police Headquarters
 - › Pembroke Pines Police Headquarters
 - › Plantation Firing Range
 - › Polk County Sheriff District Command Center
 - › Port St. Lucie Police and EOC
 - › Port Fourchon Public Safety Center
 - › Portsmouth Police Facility Study
 - › Provincetown Public Safety Facility
 - › Purdue Public Safety Facility
 - › Quincy Fire Headquarters and Station
 - › Riviera Beach Public Safety Facility
 - › Rochester Police Department Re-organization
 - › Rockledge Police Department
 - › Sanford Public Safety Complex
 - › Sarasota Police Facility
 - › Sarasota County Public Safety Center
 - › Silverton Police Department
 - › Springfield Police Headquarters
 - › Spring Hill Police Headquarters
 - › St. Charles County Evidence Facility
 - › St. Cloud Fire Station No. 33
 - › St. Cloud Public Safety Space Needs Study
 - › St. John's County Sheriff's South Command Center and Fire Station No. 5
 - › St. John's County Fire Station No. 19
 - › Sunrise Public Safety and Training Complex
 - › Tallahassee Police Headquarters Needs Assessment
 - › Tampa Police Evidence Facility Renovation
 - › Waukee Public Safety Facility
 - › Wells Public Safety Facility
 - › Wildwood Police Department
 - › Winter Haven Police Facility
 - › Winter Park Public Safety and Training Facility
 - › Winter Springs Police and EOC Facility
 - › Wylie Public Safety Facility

ADGS FLORIDA PUBLIC SAFETY EXPERIENCE



450+

Public Safety Facilities

150+

Cities & Counties Served

150+

Law Enforcement Facilities

ALL

Team Members Have Public Safety Experience



ARCHITECTS DESIGN GROUP

PUBLIC SAFETY
ARCHITECTURE

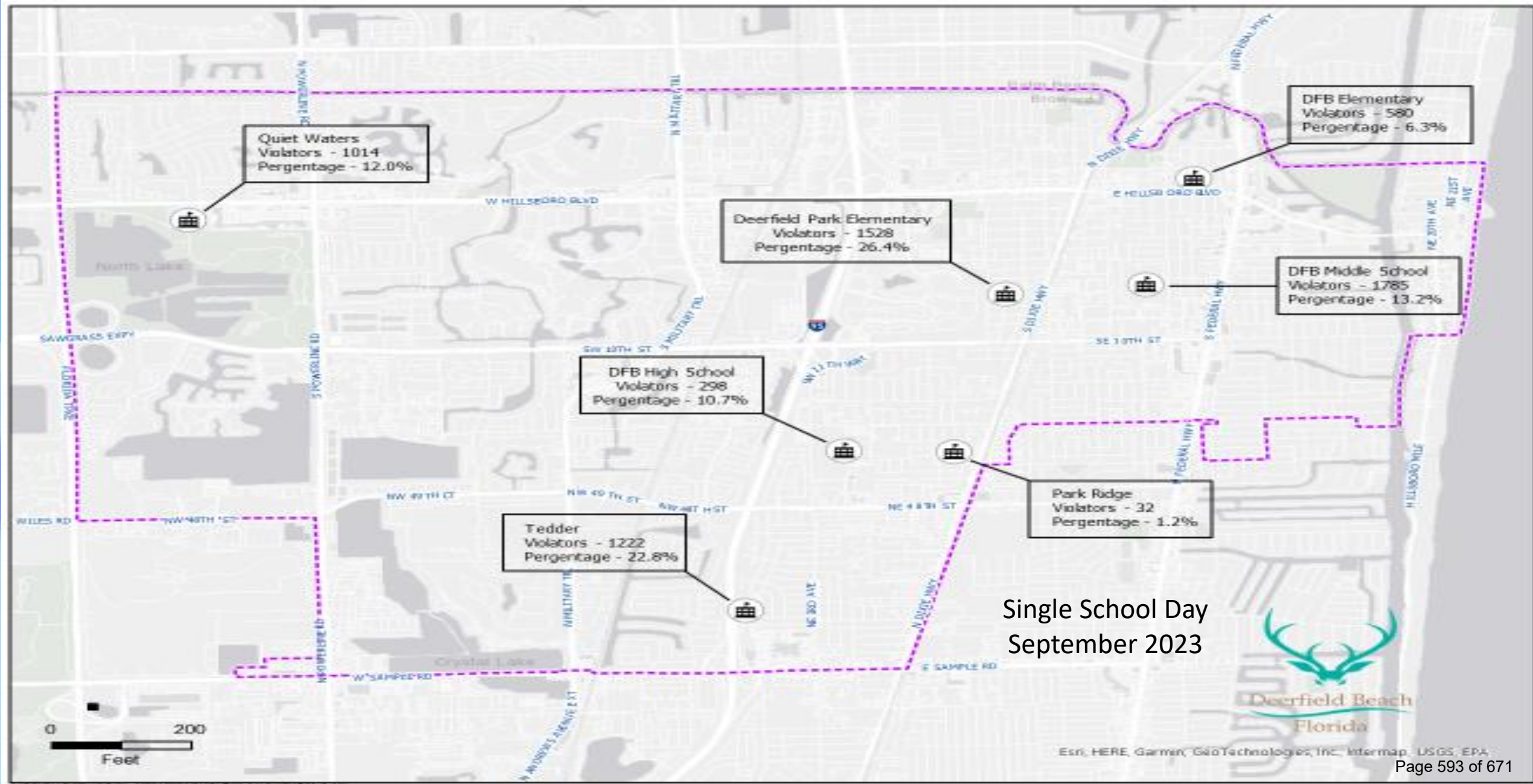
Office of Public Safety



School Zone Speed Safety Program



Speed Study Map

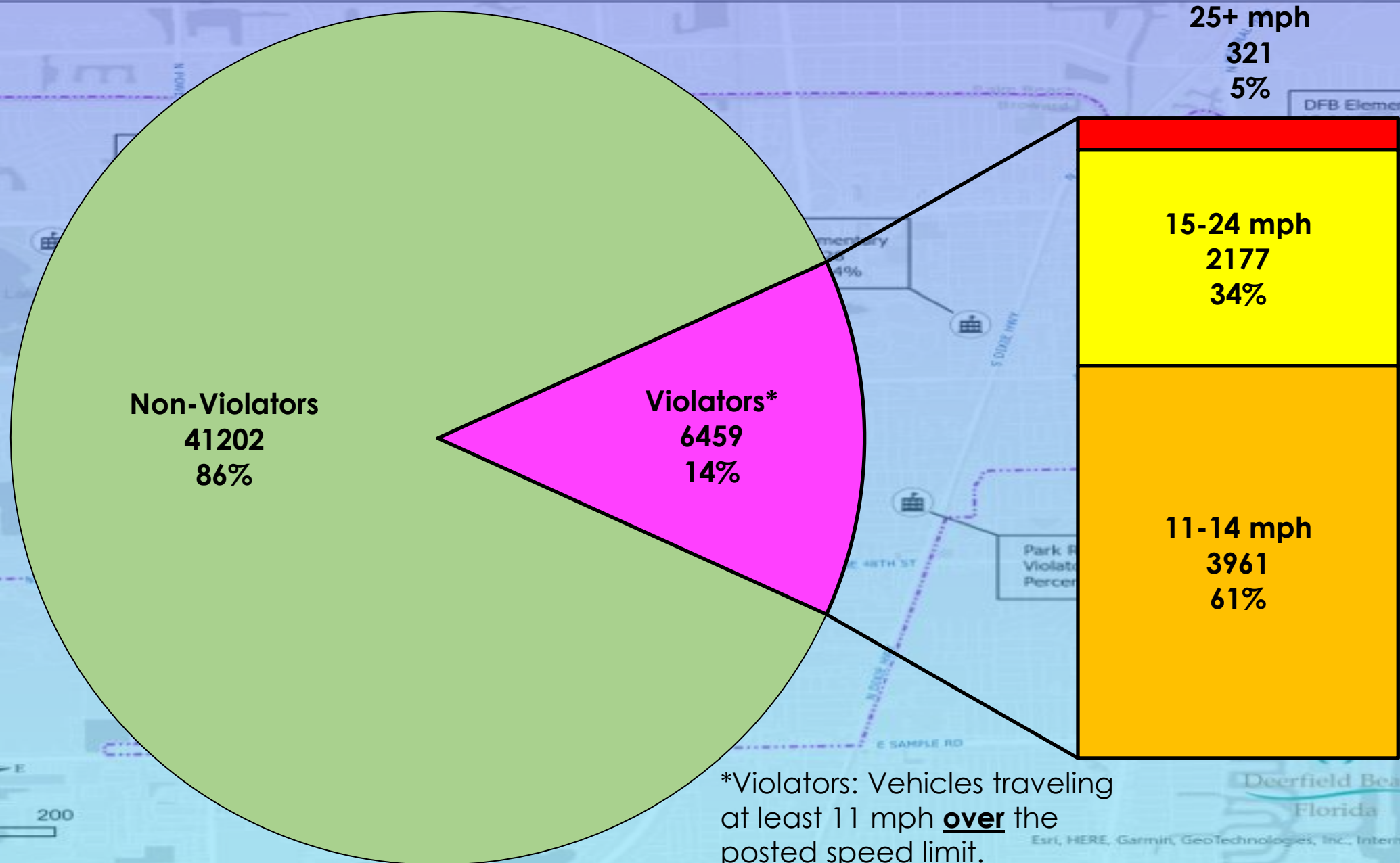


Speeding by Location

School	Violators*	Vehicle Ct.	%Viol.
DFB Elem	580	9228	6.3%
DBHS	298	2788	10.7%
DBMS	1785	13494	13.2%
Dfld Park Elem	1528	5784	26.4%
Park Ridge	32	2564	1.2%
Quiet Waters	1014	8451	12.0%
Tedder	1222	5352	22.8%
Total	6459	47661	13.6%

*Violators: Vehicles traveling at least 11 mph over the posted speed limit.

School Day Traffic Speed Analysis



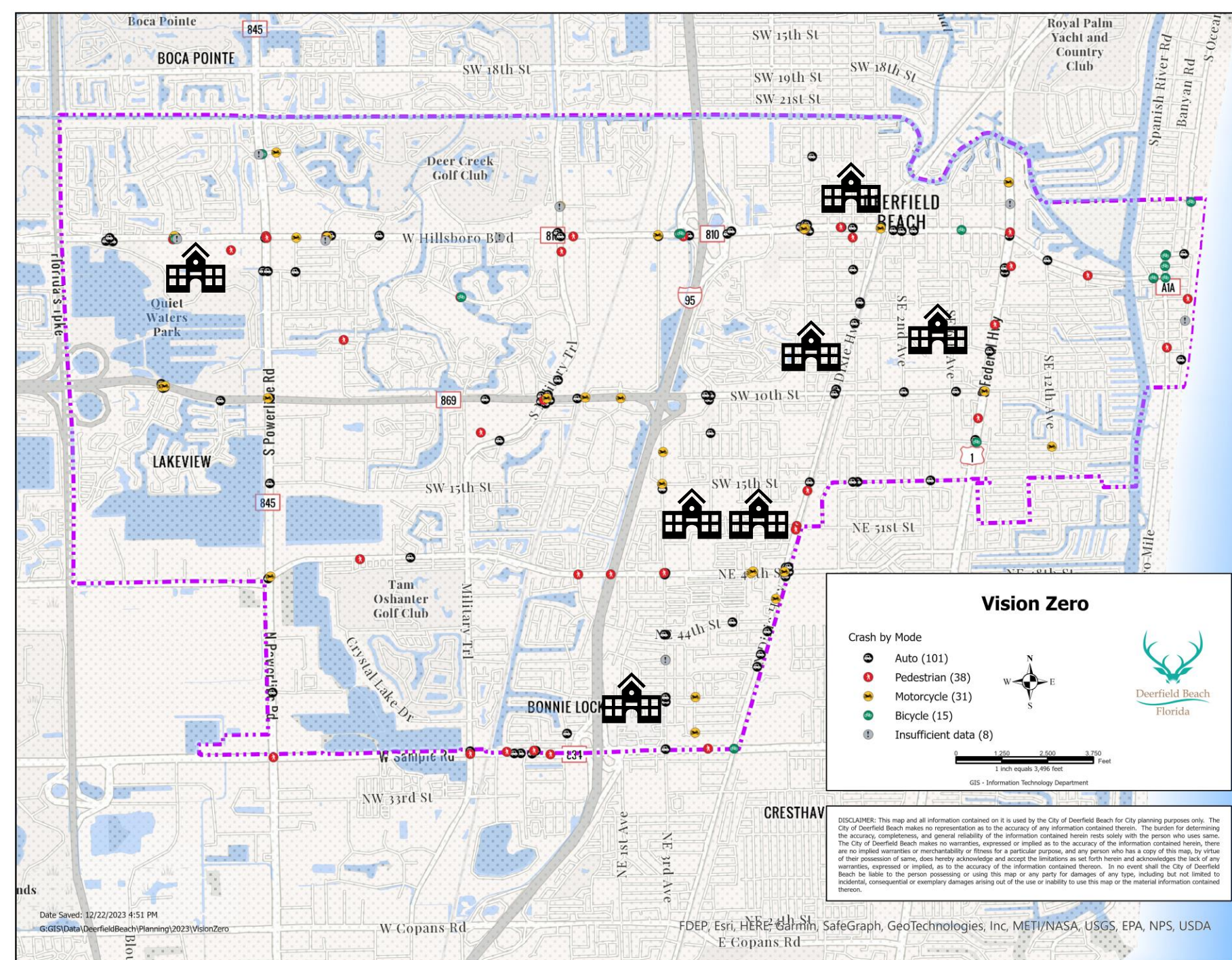
Risk Mitigation & Safety



Crashes with Serious Bodily Harm and/or Fatalities (192)

2018-2022

29% Involve Bicycles or Pedestrians



Our “**WHY**”

What Motivates Us

6580

Source: Broward County Public Schools
2023/2024 Benchmark Enrollment Count
Monday, September 11, 2023





City of Deerfield Beach

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

Face Sheet File Number: I.D. 2024-182

Agenda Date: 7/9/2024

Status: DEPARTMENTAL BUSINESS

In Control: City Commission

Title

Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, adopting the amended parks and recreation schedule of fees and charges; providing for conflicts and an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The current parks and recreation fee schedule was approved by the City Commission pursuant to Resolution No. 2020/130. The current fee schedule does not include the new Tigner Center, which has now been recommended, along with updated special event application fees, updated pier fees, and removal of fees that no longer exist, including the removal of the observation deck.

Current Activity

The attached Amended Fee Schedule proposes revisions to the facility rental fees, special event application fees, and pier fees. It modifies existing fees to align with one another. Staff is proposing a comprehensive update of its parks and recreation fee schedule to ensure alignment with the rates of surrounding cities and to provide affordable facility rental options for Deerfield residents. This proposal aims to enhance community access to city-provided services and amenities and promote equitable pricing across our facilities. By adjusting the parks and recreation fees, staff aims to provide Deerfield Beach residents affordable options while remaining competitive with neighboring municipalities. The proposed fees are attached as Exhibit A.

Recommendation

City staff recommends approval.

RESOLUTION NO. 2024/

**A RESOLUTION OF THE CITY COMMISSION OF THE
CITY OF DEERFIELD BEACH, FLORIDA, ADOPTING THE
AMENDED PARKS AND RECREATION SCHEDULE OF
FEES AND CHARGES; PROVIDING FOR CONFLICTS AND
AN EFFECTIVE DATE**

WHEREAS, Section 50-1 of the City Code provides that the Parks and Recreation Department's schedule of fees and charges for the use of City recreation buildings and facilities may be amended by the City Commission by resolution; and

WHEREAS, the City Commission previously approved Resolution 2020/130, adopting the existing fee schedule that was set forth as an Exhibit to such Resolution ("Existing Fee Schedule"); and

WHEREAS, the Parks and Recreation Department (the "Department") staff has evaluated the Existing Fee Schedule in order to recommend appropriate revisions for the City Commission to review and approve; and

WHEREAS, the Department reviewed the Existing Fee Schedule in comparison to other surrounding cities to determine if updates need to be made to remain competitive; and

WHEREAS, the proposed amended fee schedule, attached as Exhibit "A" (the "Amended Fee Schedule"), will put the City's fees and charges on par with the fees and charges of surrounding municipalities with comparable facilities and services; and

WHEREAS, the Amended Fee Schedule provides revisions regarding the following fees: pier programming/entry, special event application, show mobile rental, special event rental equipment, facility rentals, athletic field rentals, tennis center, security deposits; and

WHEREAS, City staff finds that the Amended Fee Schedule, attached Exhibit "A," is reasonable and recommends approval; and

WHEREAS, the City Commission deems it to be in the best interests of the City to adopt the Amended Fee Schedule, attached as Exhibit "A."

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

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

Section 2. The City Commission hereby adopts the Amended Fee Schedule, attached as Exhibit "A."

Section 3. All resolutions or parts of resolutions in conflict with this Resolution, including but not limited to Resolution 2020/130, are hereby repealed to the extent of such conflict.

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

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2024.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK



EXHIBIT A

Administration Offices Program Fees - 2024	Current Resident	Proposed Resident	Current Non-Resident	Proposed Non-Resident	Current Non-Profit	Proposed Non-Profit	
Pioneer Park Boat Ramp							
Trailer Parking Fee	\$1 per hour or \$100 annual decal	\$1 per hour or \$100 annual decal	\$1 per hour or \$100 annual decal	one rate	N/A	NA	
Pier Program Fees							
Daily Fishing	\$4	\$5	\$4	one rate	N/A	NA	
Monthly Fishing	\$50	\$50	\$75	one rate	N/A	NA	
6 Month Fishing	\$300	\$280	\$375	one rate	N/A	NA	
Annual Fishing	\$500	\$500	\$550	one rate	N/A	NA	
Daily Sightseers	\$1	\$2	\$2	one rate	N/A	NA	
Monthly Sightseers	NA	\$10	\$25	one rate	N/A	NA	
6 Month Sightseers	NA	NA	\$150	NA	N/A	NA	
Annual Sightseers-remove resident rate	\$75	\$25	\$225	\$75	N/A	NA	
Pier Parking Lot with fishing fee	\$3 per hour	5 hours for \$10 10 hours for \$20	\$3 per hour	one rate one rate	N/A	NA	
Special Events Application Fee							
90 + days prior to event		\$200					
45-89 days prior to the event		\$250				\$350.00	
30-44 days prior to event date		\$300				\$400.00	
14-29 days prior to event date		\$350				\$450.00	
None-Profit Rate		\$100				\$200.00	
Beach Special Event Deposit on City Property		\$2,500-\$5,000				\$2,500-\$10,000	Based on attendance
Application received more than 30 days prior to event	NA	\$100	NA	one rate	NA	\$20	
Application received less than 30 days prior to event	\$100	\$150	\$150	one rate	\$40	\$40	
Application received 60 days or more prior to event	\$50	NA	\$50	NA	\$0	NA	
Application received 30-59 days prior to event	\$75	NA	\$100	NA	\$20	NA	
Application received less than 8-14 days prior to event - NEW	\$125	NA	NA	NA	\$60	NA	
Application received less than 1-7 days prior to event - NEW	\$150	NA	NA	NA	\$80	NA	
Showmobile							
Showmobile	\$750/day	\$750/day	\$750/day	one rate	\$250/day	one rate	
Showmobile Staff	\$110/hour	\$150/hour	\$110/hour	\$150/hour	\$110/hour	\$150/hour	
Showmobile Refundable Deposit	\$250	NA	\$250	NA	\$250	NA	
Special Event Rental Equipment							
Tables	\$5	NA	\$7	NA	\$5	NA	
Chairs	\$1	NA	\$2	NA	\$1	NA	
Coolers	\$10	NA	\$15	NA	\$5	NA	
Glow Bug Lights	\$93	NA	\$100	NA	\$93	NA	



Portable Bleachers—NEW	\$100	NA	\$120	NA	\$50	NA
Staffing for bleachers—NEW	\$600	NA	\$600	NA	\$600	NA
Barricades	\$3	NA	\$5	NA	\$3	NA
10x10 Tents	\$20	NA	\$30	NA	\$10	NA
20x40 Tent—NEW	\$80	NA	\$100	NA	\$80	NA
Trash Containers	\$1	NA	\$5	NA	\$1	NA
Traffic Cones	\$1	NA	\$2	NA	\$1	NA
Equipment Refundable Deposit—NEW	\$150	NA	\$200	NA	\$150	NA

Non-profits must show proof on non-profit status to receive non-profit rates.



Facility Rentals - 2024	Current Resident	Proposed Resident	Current Non-Resident	Proposed Non-Resident	Current Non-Profit	Proposed Non-Profit
After-Hours Staff Rental Fee						
All locations- After 9 PM @ Sundays	NA	\$25.00		\$35.00		
Oveta McKeithen Recreational Complex						
Ball Room-Half Room (6 hours)		\$300		\$500		
Ball Room-Full Room (6 hours)		\$600		\$800		
Ball Room Deposit (Half) Refundable		\$500		\$500		
Ball Room Deposit (Full) Refundable		\$500		\$500		
Multi-Purpose Room(to include Friday evenings)		\$100.00* Per Room		\$200 Per Room	\$25 (per hr)	one rate
Weekday Meeting/Training Rentals (per 1 hour) - NEW	\$25	\$25	\$50	\$25	\$25	one rate
Weekday HOA (1 hour) - NEW	\$0	\$0	\$25 Resident Only	NA		
Gymnasium (1 hour)	\$125	\$125	\$250	one rate		
Constitution Park						
Weekends (not to include Friday evenings)	\$200*	\$150*	400*	\$300*	\$25 (per hr)	one rate
Weekday Meeting/Training Rentals (per 1 hour) - NEW	\$25	\$25	\$50	\$25	\$25	one rate
Weekday HOA (1 hour) - NEW	\$20	\$0	\$25 Resident Only	Resident Only	NA	NA
Small Pavilion (Day)	\$75	\$100	\$150	\$100	\$75	one rate
Arboretum Wedding - Grassy Area	\$300	\$300	\$450	\$300	NA	NA
West Deerfield Community Center						
Weekends (to include Friday evenings)	\$150*	\$150	\$300*	\$300	\$25 (per hr)	one rate
Weekday Meeting/Training Rentals (per 1 hour)	\$25	\$25	\$50	\$25	\$25	\$20
Weekday HOA (1 hour)	\$20	\$25	\$25 Resident Only	Resident Only	NA	NA
Highlands Community Center						
Weekends (to include Friday evenings)	\$200*	\$150*	\$400*	\$300	\$25 (per hr)	one rate
Weekday Meeting/Training Rentals (per 1 hour)	\$25	\$25	\$50	\$25	\$25	\$20
Weekday HOA (1 hour)	\$20	\$20	\$25 Resident Only	N/A	NA	NA
Small Pavilion (Day)	\$0	\$100	\$200	one rate	\$0	NA
Hillsboro Community Center						
Weekends (to include Friday evenings)	\$250*	\$250	\$500*	\$350	\$250*	\$25 (per hr)
Weekday Meeting/Training Rentals (per 1 hour)	\$50	\$50	\$75	\$50	\$25	one rate
Weekday HOA (1 hour)	\$0	\$0	\$25 Resident Only	Resident Only	NA	NA
Mayo Howard Park						
Pavilion (Day)	\$150	\$150	\$300	\$175	NA	NA
Johnnie McKeithen Park						
Large Pavilion (Day)	\$150	\$150	\$300	\$175	NA	NA
Small Pavilion (Day)	\$50	\$0	\$100	\$0	NA	NA
Sullivan Park						
Pavilion - NEW	\$100	\$150	\$300*	\$175	NA	NA
Security Deposit Sullivan Park - NEW	\$250	NA	\$250	NA	NA	NA



Pioneer Park						
Small Pavilion (Day)	\$75	\$75	\$150	\$100	NA	NA
Villages of Hillsboro Park						
Medium Pavilion (Day)	\$150	\$150	\$250	\$175	NA	NA
Small Pavilion (Day)	\$100	\$100	\$200	\$100	NA	NA
Beach Wedding						
9th St, 10th St, & Grassy Area	\$300	\$300	\$450	\$300	NA	NA
Beach Wedding Security Deposit	\$250	\$250	\$250	\$250	NA	NA
Observation Deck						
Deck	\$400	\$400	\$600	\$400	NA	NA
Security Deposit	\$250	NA	\$250	NA	NA	NA
Kirk Cottrell Pavilion- NEW						
Pavilion	\$250*	\$250	\$500*	\$275	NA	NA
Security Deposit	\$250	\$75	\$250	\$75	NA	NA
International Fishing Pier - NEW						
Pier	\$9,000	\$9,000	\$12,500	\$9,000	NA	NA
Security Deposit	\$2,500	\$2,500	\$2,500	\$2,500	NA	NA
Security Deposits						
Security Deposit- Room/Building Rental	\$250	NA	\$250	NA	\$250	NA
Security Deposit - Pavilions	\$75	\$75	\$75	\$75	\$75	\$75
Security Deposit - Gymnasium	\$150		\$150			
Security Deposit - Athletic Fields						
Athletic Fields***						
Multipurpose Field (1 hour, no lights) - NEW	\$50	\$50	\$100	\$100	NA	NA
Multipurpose Field (1 hour, with lights) - NEW	\$75	\$75	\$150	\$150	NA	NA
Baseball/Softball Field (1 hour, no lights) - NEW	\$25	\$25	\$50	\$50	NA	NA
Baseball/Softball Field/Basketball (1 hour, with lights) - NEW	\$50	\$50	\$100	\$100	NA	NA
Basketball Court Outdoor (1 hour, with lights)		\$25		\$50		
Basketball Court Outdoor (1 hour, no lights)	\$25	\$25	\$50	\$50		
Field Lining						
Baseball/Softball Field (per lining)	\$50	\$40	\$50	one rate	NA	NA
Football,Soccer,Rugby,Lacrosse Field (per lining)	\$200	\$200	\$200	one rate	NA	NA
Sand Volleyball Courts***						
No lights (1 hour per court)	\$10	\$25	\$20	\$35	NA	NA
With lights (1 hour per court)	\$13	\$13	\$20	\$13	NA	NA

*4 Hour Rentals (Friday, 6p-10p; Saturday & Sunday, 8a-12p, 1p-5p, 6p-10p) *6 hours 8am-2pm 4pm-10pm \$400 hourly rate\$60 additional hour



**Complete closure of the pier from 6am - 11pm. Includes staff and pressure cleaning of the pier. No more than once per quarter or every two months?

***Reserved play

**** Weekdays Only

All Rentals require a refundable security damage deposit

NO REFUNDS on rental fees. Patron has the opportunity to reschedule their rental

Non-profits must show proof on non-profit status to
receive non-profit rates.



Aquatic Facility Program - 2024

	Current Resident	Proposed Resident	Current Non-Resident	Proposed Non-Resident	Current Non-Profit	Proposed Non-Profit
Admission-Senior (55 years old & up)	\$2	\$3	\$3	one rate		NA
Admission-Adult	\$3	\$5	\$4	one rate		NA
Admission-Child (17 years old & under)	\$2	\$3	\$3	one rate		NA
10 visit pass	\$20	NA	\$25	NA		NA
One month pass	NA	\$35	NA	one rate		NA
3 month membership-Senior (55 years old & up)	\$45	\$60	\$56	one rate		NA
3 month membership-Adult	\$65	\$75	\$81	one rate		NA
3 month membership-Child (17 years old & under)	\$45	\$60	\$56	one rate		NA
3 month membership-Family of 2	\$110	\$120	\$138	one rate		NA
3 month membership-Additional family members	\$25	\$40	\$31	one rate		NA
Annual membership-Senior (55 years old & up)	\$100	\$125	\$125	one rate		NA
Annual membership-Adult	\$150	\$175	\$188	one rate		NA
Annual membership-Child (17 years old & under)	\$100	\$125	\$125	one rate		NA
Annual membership-family of 2	\$225	\$275	\$281	one rate		NA
Annual membership- Additional family members	\$75	\$85	\$94	one rate		NA
Chaperone (Not swimming)	\$1	NA	\$1	NA		NA
College rental (per swimmer)	All are Non-Residents	All are Non-Residents	\$8	\$8		NA
Pool party/Group Swim rental (3 hours)- during hours of operation*	\$125	\$150	\$250	one rate		NA
Additional hour - during hours of operation*	\$50	\$50	\$75	one rate		NA
Trash deposit (for parties or group swim, refundable)	\$50	\$50	\$50	one rate		NA
Specialty Private Rentals (per 4 hour blocks)	\$175	\$175/hour	\$175	one rate		NA
Rental-1 Instructor, 1 Student (Needs to supply insurance)	\$20	\$25/hour	\$40	one rate		NA
Rental- Each Additional Student	\$10	\$10/hour	\$10	one rate		NA

*Hours of Operation are Monday-Friday 8am-8pm, Saturday & Sunday 9:00am-4:00pm. Swim ends 15 minutes before closing time.

All fees reflect tax included

Non-profits must show proof on non-profit status to receive non-profit rates.



Tennis Center - 2022

	Current Resident	Proposed Resident	Current Non-Resident	Proposed Non-Resident	Current Non-Profit	Proposed Non-Profit
Annual Individual Permit	\$150	\$150	\$300	one rate		
Annual Family Permit*	\$200	\$200	\$400	one rate		
Annual Junior Permit**	\$50	\$50	\$100	one rate		
Semi-Annual Individual Permit (Nov 1st thru Apr 30th)	\$80	\$80	\$160	one rate		
Semi-Annual Family Permit (Nov 1st thru Apr 30th)*	\$115	\$115	\$230	\$130		
**Semi-Annual Junior Permit (Nov 1st thru Apr 30th)	\$35	\$35	\$70	one rate		
Adult Court Fee	\$5	\$5	\$10	one rate		
Junior Court Fee**	\$3	\$3	\$6	\$5		

* Valid for all members of a single household

** 17 year olds & under

Non-profits must show proof on non-profit status to receive non-profit rates.



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2024-252

Agenda Date: 7/9/2024

Status: DEPARTMENTAL BUSINESS

In Control: City Commission

Title

Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving and authorizing execution of a work authorization with Kimley-Horn and Associates, Inc. to provide professional architectural and engineering services related to the Martin Luther King, Jr. Avenue drainage improvements design portion of the project in an amount not to exceed \$1,033,265.76; providing for execution and an effective date. (*Funds from Account #462-5070-538-65-30 - Stormwater CIP Infrastructure*)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$1,033,265.76

Account Name: Stormwater CIP Infrastructure

Account Number: 462-5070-538-65-30

Background/History

Pursuant to Request for Qualifications #RFQ #21-11-IG (the "RFQ") and Section 287.055, Florida Statutes (the "CCNA"), the City entered into Continuing Contracts with qualified firms for the provision of Architectural and Engineering Services. The Continuing Services Contract was renewed for another one-year period effective April 6, 2024, through April 5, 2025. In accordance with the RFQ and the City's CCNA project process, the City considered multiple firms from the RFQ continuing contract pool and Kimley Horn was found to be the most qualified respondent for this type of project.

The design portion of the Project consists of professional survey, geotechnical, conceptual design services, and construction document design services for stormwater design and roadway improvements to Martin Luther King Jr. Avenue between Hillsboro Boulevard and SW 10th Street. Additionally, the consultant is tasked with performing a traffic study for the conversion of an existing four-lane undivided roadway to a two-lane divided roadway with a raised, landscaped median. The project will consist of two phases. Phase 1 is the interim condition project implementation. It includes a study evaluating lane elimination/conversion of the existing four-lane undivided roadway to a two-lane divided roadway and warrant analysis for mid-block crosswalks. The recommendations will be implemented utilizing a grant from the Safe Streets 4 All to install temporary pavement markings/temporary lane delineators. It is anticipated that this phase of the Project will be limited to temporary improvements along SW MLK Ave from SW 10th Street to Hillsboro Boulevard and will not include side streets. In Phase 2, contract documents will be produced for complete streets and stormwater improvements. These improvements will include permanent alterations after

measurement and verification of the success of the temporary configuration implemented in Phase 1, drainage improvements, and permitting.

The following locations will be a part of the stormwater improvements for this Project:

- SW MLK Ave from SW 10th Street to Hillsboro Boulevard;
- SW 7th Court between SW 2nd Avenue and SW MLK Ave;
- SW 2nd Avenue from SW MLK Ave to approximately 500 feet west; and
- Modifications to an existing dry pond located just north of Johnny L. Tigner Community Center.

Kimley Horn will be the Engineer of Record for the tactical urbanism implementation and production of construction documents, to include bidding support services.

Current Activity

Funds are available for design through State Appropriation in the amount of \$435,000 with the balance in appropriation available from the Stormwater CIP Infrastructure account.

Recommendation

It is recommended that the City Commission of the City of Deerfield Beach authorize execution of a work authorization agreement with Kimley Horn and Associates, Inc. for professional services associated with the design of Martin Luther King Jr. Avenue Drainage Project.

RESOLUTION NO. 2024/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING AND AUTHORIZING EXECUTION OF A WORK AUTHORIZATION WITH KIMLEY-HORN AND ASSOCIATES, INC. TO PROVIDE PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES RELATED TO THE MARTIN LUTHER KING, JR. AVENUE DRAINAGE IMPROVEMENTS DESIGN PORTION OF THE PROJECT IN AN AMOUNT NOT TO EXCEED \$1,033,265.76; PROVIDING FOR EXECUTION AND AN EFFECTIVE DATE

WHEREAS, the Martin Luther King, Jr. Avenue drainage improvement project consists of stormwater design and roadway improvements to Martin Luther King, Jr. Avenue between Hillsboro Boulevard and SW 10th Street (the “Drainage Project”); and

WHEREAS, the Drainage Project implementation requires professional architectural and engineering services, which will include professional surveying, geotechnical, conceptual design, and construction document design services for the Project; and

WHEREAS, the Department of Environmental Services (the “Department”) has determined that the design services for the Drainage Project will consist of two phases as follows: (1) Phase 1 – development and analysis of a traffic study evaluating lane elimination/conversion of the existing four-lane undivided roadway to a two-lane divided roadway and warrant analysis for mid-block crosswalks; and (2) Phase 2 - the development of construction documents for complete streets and stormwater improvements (collectively, the “Design Services”); and

WHEREAS, the following locations will be part of the stormwater improvements for the Drainage Project:

- SW MLK Avenue from SW 10th Street to Hillsboro Boulevard
- SW 7th Court between SW 2nd Avenue and SW MLK Avenue
- SW 2nd Avenue from SW MLK Avenue to approximately 500 feet west
- Modifications to an existing dry pond located just north of Johnny L. Tigner Community Center; and

WHEREAS, the design of the Drainage Project is partially funded through State Appropriation; and

WHEREAS, staff has determined that it is necessary to retain a firm to provide the Design Services for the development of the construction plans and documents to be utilized for the bid portion of the Drainage Project construction, as well assist in the preparation of bid documentation and the bid process; and

WHEREAS, pursuant to Request for Qualifications #2021-11-IG (the “RFQ”) and Section 287.055, Florida Statutes, the City entered into multiple continuing contracts with qualified firms for the provision of professional architectural and engineering consulting services on an as needed basis, including a continuing contract with Kimley-Horn and Associates, Inc. (“Kimley-Horn”) dated April 12, 2021 and renewed on April 12, 2024 for another year (the “Continuing Contract”); and

WHEREAS, the Department reviewed the qualifications and experience of the City’s continuing contractors and determined that Kimley-Horn is the most qualified firm for the Design Services for the Drainage Project; and

WHEREAS, the Department requested a proposal from Kimley-Horn for the Design Services, and negotiated a project scope and fee in the amount of \$1,033,265.76 with Kimley-Horn, which staff has determined to be fair and reasonable and in accordance with industry standards based on the scope of the Drainage Project; and

WHEREAS, the City desires to issue a Work Authorization to Kimley-Horn under the terms and conditions of the Continuing Contract and the proposal attached as Exhibit “A” to the Work Authorization, in an amount not to exceed \$1,033,265.76; and

WHEREAS, staff recommends the City Commission approve and authorize execution of the Work Authorization with Kimley-Horn, attached as Exhibit “1”, in an amount not to exceed \$1,033,265.76 for the Design Services.

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

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

Section 2. The City Commission hereby approves the Work Authorization with Kimley-Horn, attached as Exhibit “1”, for the Design Services for the Drainage Project in an amount not to exceed \$1,033,265.76.

Section 3. The City Manager is hereby authorized to execute the Work Authorization with Kimley-Horn, attached as Exhibit “1”, consistent with the terms of the Continuing Contract, together with such additional terms as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4. The appropriate City officials are authorized to take all necessary steps to implement the aims of this Resolution.

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2024.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

WORK AUTHORIZATION BETWEEN CITY OF DEERFIELD BEACH AND KIMLEY-HORN AND ASSOCIATES INC. FOR PROFESSIONAL SERVICES RELATED TO STORMWATER IMPROVEMENTS TO SW MARTIN LUTHER KING JR AVENUE PROJECT

This Work Authorization is entered into this ____ day of _____, 2024, by and between City of Deerfield Beach, Florida, a municipal corporation of the State of Florida, (the "City") and Kimley-Horn and Associates, Inc., a For Profit Corporation authorized to do business in the State of Florida (the "Consultant").

RECITALS

WHEREAS, the City and the Consultant entered into a master CCNA continuing services contract dated April 12, 2021 pursuant to RFQ #21-11, (the "Continuing Contract") and Consultant has been approved to provide the services contemplated herein; and

WHEREAS, the Continuing Services Contract was renewed for a one year renewal period effective April 12, 2024 through April 11, 2025; and

WHEREAS, the City and the Consultant desire to enter into this Work Authorization for the Consultant to perform professional engineering services as more specficially set forth in Exhibit "A" of this Work Authorization .

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, and covenants, hereinafter set forth, City and Consultant agree as follows:

SECTION 1
RECITALS

The above recitals are acknowledged and incorporated herein to this Work Authorization.

SECTION 2
SCOPE OF SERVICES

Consultant agrees to perform certain professional engineering services for the City, as more specifically described in the Scope of Services attached as Exhibit "A" to this Work Authorization (the "Services"), and in accordance with the terms and conditions set forth herein and in the Continuing Contract, of which by this reference are incorporated into this Work Authorization in its entirety during the Term and within the timeline provided for in this Work Authorization.

SECTION 3
COMPENSATION

In consideration for the Services to be performed by Consultant, the City agrees to pay Consultant a lump sum amount not-to-exceed \$1,033,265.76 as further detailed in Exhibit "A". Compensation due to the Consultant shall be payable within 30 calendar days following Work Authorization Form May 23, 2023

submission of a proper invoice by the Consultant to the City. In the event of City's termination of this Work Authorization prior to the end of the Work Authorization Term pursuant to Section 5, City shall pay Consultant on a pro-rata basis for the Services performed by Consultant prior to the City's termination of this Work Authorization.

SECTION 4 **TERM OF WORK AUTHORIZATION**

The term of this Work Authorization shall commence upon the date of execution hereof and shall remain in effect until the Services are completed to the City's satisfaction (the "Term"), unless terminated earlier pursuant to Section 5 of this Work Authorization.

SECTION 5 **TERMINATION OF WORK AUTHORIZATION**

City may terminate this Work Authorization for convenience by giving the Consultant 30 days' advance written notice. The termination of this Work Authorization shall not relieve either party of any liability that accrued prior to such termination and any such accrued liability shall survive the termination of this Work Authorization.

SECTION 6 **CONTINUING CONTRACT**

The Services to be provided by Consultant pursuant to this Work Authorization shall comply with all of the terms and conditions set forth in the Continuing Contract between City and Consultant, which by this reference is incorporated into this Work Authorization in its entirety. In the event there is a conflict between the terms of this Work Authorization and the Continuing Contract, the terms of the Continuing Contract shall prevail.

SECTION 7 **INDEPENDENT CONSULTANT**

Consultant is an independent Consultant under this Work Authorization. Services provided by Consultant shall be by employees or sub-consultants of Consultant and subject to supervision by Consultant, and not as officers, employees or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, travel, per diem policy, and purchasing policies under the Work Authorization shall be the sole responsibility of Consultant. Consultant shall have no rights under the City's worker's compensation, employment, insurance benefits or similar laws or benefits.

SECTION 8 **INDEMNIFICATION / HOLD HARMLESS CLAUSE**

Consultant shall indemnify and hold harmless City, its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of Consultant, and other persons employed or utilized by Consultant in the performance of this

Work Authorization Form May 23, 2023

Work Authorization. The provisions of this section shall survive the expiration or earlier termination of this Work Authorization. To the extent considered necessary by Contract Administrator and City Manager, any sums due Consultant under this Work Authorization may be retained by City until all of City's claims for indemnification pursuant to this Work Authorization and the Services provided have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City. Nothing in this Work Authorization or the Continuing Contract shall be deemed or treated as a waiver by the City of any immunity which it is entitled by law, including but not limited to the City's sovereign immunity as set forth in Section 768.28, Florida Statutes.

SECTION 9 **INSURANCE**

- 9.1 The CONSULTANT shall satisfy the insurance requirements stated herein. The CONSULTANT shall not commence the work or otherwise perform the work as required by the applicable Work Authorization and/or Notice to Proceed until the requirements stated herein are met and the Certificate(s) of Insurance is approved by the CITY. The CONSULTANT shall assume full responsibility and expense to obtain all necessary insurance.
- 9.2 General
- 9.2.1 The CONSULTANT shall furnish to the Contract Administrator a Certificate of Insurance or endorsements evidencing the insurance coverage specified herein within fifteen (15) calendar days after the effective date of this Agreement. The required Certificates of Insurance shall name the types of policies provided, refer specifically to the Agreement, and state that such insurance is as required by this Contract. CONSULTANT's failure to provide to CITY the Certificates of Insurance or endorsements evidencing the insurance coverage within fifteen (15) calendar days shall provide the basis for the termination of the Agreement.
- 9.2.2 Such policy or policies shall be without any deductible amount unless otherwise noted in this Agreement and shall be issued by approved companies authorized to do business in the State of Florida, and having agents upon whom service of process may be made in Broward County, Florida. CONSULTANT shall pay all deductible amounts, if any. CONSULTANT shall specifically protect CITY and the Deerfield Beach City Commission by naming CITY and the Deerfield Beach City Commission as additional insured under the Commercial Liability Policy, Business Automobile Liability policy as well as on any Excess Liability Policy coverage.
- 9.2.3 Coverage is not to cease and is to remain in force (subject to cancellation notice) until all performance required of CONSULTANT is complete including all renewal terms. All policies must be endorsed to provide CITY with at least thirty (30) days' notice of expiration, cancellation and/or restriction. If

any of the insurance coverages will expire prior to the completion of any Project, copies of renewal policies shall be furnished at least thirty (30) days prior to the date of their expiration.

9.2.4 CITY reserves the right to review and revise any insurance requirements at the time of renewal or amendment of this Contract, including, but not limited to, deductibles, limits, coverage, and endorsements based on insurance market conditions affecting the availability or affordability of coverage, or changes in the scope of work or specifications that affect the applicability of coverage. If CONSULTANT uses a Subconsultant, CONSULTANT shall ensure that Subconsultant names CITY and the Deerfield Beach City Commission as additional insured under the Commercial Liability Policy as well as on any Excess Liability Policy coverage.

9.3 CONSULTANT shall, at a minimum, provide, pay for, and maintain in force at all times during the term of this Agreement the following insurance:

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

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

Business Automobile Liability - Business Automobile Liability shall be provided with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence or combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must at a minimum include liability coverage symbols: 2 (owned vehicles), 8 (hired vehicles) and 9 (non-owned vehicles).

Workers Compensation Insurance - Workers' Compensation insurance to apply for all employees in compliance with Chapter 440, Florida Statutes, as may be amended from time to time, the "Workers' Compensation Law" of the State of Florida, and all applicable Federal laws. In addition, the policy(ies) must include employers' liability with a limit of One Million Dollars (\$1,000,000.00) each accident, One Million Dollars (\$1,000,000.00) aggregate limit by disease and One Million Dollars (\$1,000,000.00) each employee by disease. Additionally, if there will be operations undertaken on, about or over navigable waterways, evidence of a coverage endorsement for U.S. Longshoremen and Harbor Workers Act (USL&H), and/or Jones Act, for maritime laws coverage shall be included. The Policy shall include a waiver of subrogation for all liability arising out of this contract. If exempt for Worker's Compensation, proper documentation shall be provided.

SECTION 10 **NON-APPROPRIATION OF FUNDS**

In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal year for payments due under this Work Authorization, then the City, upon written notice to Consultant of such occurrence, shall have the unqualified right to terminate this Work Authorization without any penalty or expense to the City.

SECTION 11 **MISCELLANEOUS**

Consultant shall, without additional expense to the City, be responsible for paying any taxes, obtaining any necessary licenses and for complying with all applicable federal, state, county, and municipal laws, ordinances and regulations in connection with the performance of the Services specified herein.

SECTION 12 **AUDIT AND INSPECTION RIGHTS**

- 12.1 The City may, at reasonable times, and for a period of up to three (3) years following the date of final performance of Services by Consultant under this Work Authorization, audit, or cause to be audited, those books and records of Consultant that are related to Consultant's performance under this Work Authorization. Consultant agrees to

maintain all such books and records at its principal place of business for a period of three (3) years after final payment is made under this Work Authorization.

- 12.2 The City may, at reasonable times during the term hereof, perform such inspections, as the City deems reasonably necessary, to determine whether the services required to be provided by Consultant under this Work Authorization conform to the terms of this Work Authorization. Consultant shall make available to the City all reasonable assistance to facilitate the performance of inspections by the City's representatives.

SECTION 13

AMENDMENTS AND ASSIGNMENT

- 13.1 This Work Authorization together with Exhibit "A" and all negotiations and oral understandings between the parties are merged herein. The terms and conditions set forth in this Work Authorization supersede any and all previous agreements, promises, negotiations or representations, except as otherwise provided in Section 6. Any other agreements, promises, negotiations or representations not expressly set forth in this Work Authorization are of no force and effect.
- 13.2 No modification, amendment or alteration of the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality as this Work Authorization.
- 13.3 Consultant shall not transfer or assign the performance of Services called for in the Work Authorization without the prior written consent of the City, which may be withheld or conditioned in the City's sole discretion.

SECTION 14

NOTICES

Whenever either party desires to give notice to the other, it must be given by written notice in accordance with the requirements of Notices section of the Continuing Contract.

SECTION 15

GOVERNING LAW AND VENUE

This Work Authorization shall be construed in accordance with, and governed by, the laws of the State of Florida. Venue for any action arising out of, or relating to this Work Authorization shall be in Broward County, Florida.

SECTION 16

HEADINGS, CONFLICT OF PROVISIONS,

WAIVER OR BREACH OF PROVISIONS

Headings are for convenience of reference only and shall not be considered in any interpretation of this Work Authorization. In the event of conflict between the terms of this Work Authorization and any terms or conditions contained in any attached documents, the

Work Authorization Form May 23, 2023

terms in this Work Authorization shall prevail. No waiver or breach of any provision of this Work Authorization shall constitute a waiver of any subsequent breach of the same or any other provision, and no waiver shall be effective unless made in writing.

SECTION 17 **NON-DISCRIMINATION**

Consultant represents and warrants to the City that Consultant does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with Consultant's performance under this Work Authorization on account of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of services. Consultant further covenants that no otherwise qualified individual shall, solely by reason of his/her race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of services, be excluded from participation in, be denied services, or be subject to discrimination under any provision of this Work Authorization.

SECTION 18 **PUBLIC RECORDS**

Consultant understands that the public shall have access, at all reasonable times, to all documents and information pertaining to City contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the City and the public to all documents subject to disclosure under applicable law. Consultant's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Work Authorization by the City.

SECTION 19 **SEVERABILITY**

If any provision of this Work Authorization or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Work Authorization, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

SECTION 20 **SURVIVAL**

All representations and other relevant provisions herein shall survive and thereby continue in full force and effect, upon termination of this Work Authorization.

SECTION 21
JOINT PREPARATION

The parties hereto acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein, including the Continuing Contract, and that the preparation of this Work Authorization has been a joint effort of the parties, the language has been agreed to by parties to express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Authorization on the respective dates under each signature.

CITY

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

ATTEST:

Heather Montemayor, City Clerk

By: _____
David Santucci, City Manager

This ____ day of _____, 2024.

Approved as to form and legal sufficiency
for the use of and reliance by the City of
Deerfield Beach only:

Anthony C. Soroka, City Attorney

CONSULTANT

By: _____
Signature

Name: _____

Title: _____

This __ day of _____, 2024

SCOPE OF SERVICES

Stormwater Improvements to SW Martin Luther King Jr Avenue Project

Kimley-Horn and Associates, Inc. is pleased to submit Exhibit A to the Agreement between the City of Deerfield Beach (“the Client” or “the City”) and Kimley-Horn and Associates, Inc. (“Kimley-Horn” or “Consultant”) describing professional consulting services for SW Martin Luther King Jr Avenue (SW MLK Ave) Improvements Project (“The Project”). Our project understanding, scope of services, schedule, and fee are below.

Project Understanding

The Project consists of professional survey, geotechnical, conceptual design services, and construction document design services for the conversion of an existing four-lane undivided roadway to a two-lane divided roadway with a raised median. The modifications to the typical section are to be implemented along SW MLK Avenue from SW 10th Street to Hillsboro Boulevard. The project is to be split in two phases:

Phase 1 - will be for an interim condition implementation. This phase will include a traffic study to evaluate lane elimination / conversion of the existing four-lane undivided roadway to a two-lane divided roadway. The recommendations will be implemented using temporary pavement markings/temporary lane delineators. It is anticipated that this phase of the Project will be limited to temporary improvements along SW MLK Ave from SW 10th Street to Hillsboro Boulevard and will not include side streets.

Phase 2 - will be for complete streets and stormwater improvements. These improvements will include permanent conversion of the temporary configuration implemented in Phase 1, drainage improvements and permitting.

The following locations will be a part of the stormwater improvements for this Project:

- SW MLK Ave from SW 10th Street to Hillsboro Boulevard
- SW 7th Court between SW 2nd Avenue and SW MLK Ave
- SW 2nd Avenue from SW MLK Ave to approximately 500 feet west
- Modifications to an existing dry pond located just north of Johnny L. Tigner Community Center

Kimley-Horn proposes to include Stoner & Associates for surveying, H2R CORP for geotechnical investigation, and WGI Inc. for subsurface utility verification. Scope of services for subconsultants are listed in Attachments A, B, and C.

Scope of Services

Kimley-Horn will provide the services specifically set forth below.

ASSUMPTIONS

This scope of services assumes the following:

- Existing lighting and signalization features are to remain and no additional improvements will be necessary

- No cultural resources surveys, historic, or archaeological services are assumed to be required for this project. These services are excluded from this scope of services
- It is assumed that the proposed outfall to the existing pond will not require right-of-way mapping or right-of-way acquisition as it is anticipated to traverse Oveta McKeithen Complex which is a City owned park
- City will provide any existing information related to the City's facilities within or near the project area requested by the Consultant in a timely manner to avoid delay of the Project.
- City reviews of submittals will be provided in a timely manner
- The City shall be responsible for the distribution of material for public meetings and reserving venues for meetings and scheduling meetings with stakeholders
- Utility design is not included in this scope of services
- Landscaping plans are not included in this Project
- The Project is free of contamination
- Construction Phase services are to be proposed under a separate agreement.

TASK 1: PROJECT MANAGEMENT

The Consultant will provide the following project management services related to initiating, planning, executing, controlling, and closing the Project:

- Contract management and sub-contract management
- Twelve (12) project progress meetings with the City.
- Accounting and monthly invoicing
- Project schedule management
- Deliverables and submittals coordination
- Client service coordination beyond specific meetings noted in Tasks 2-4

TASK 2: PHASE 1-INTERIM CONDITION IMPLEMENTATION

Kimley-Horn will collect traffic data, prepare a traffic study, develop signing and pavement markings plans using an aerial background to implement the lane elimination concept analyzed in the traffic study. The plans will show limits of temporary pavement marking removal, limits of flexible delineators, turn lanes and applicable signage needed to support the lane elimination concept analyzed in the traffic study. In addition, Kimley-Horn will prepare two typical section alternatives for SW MLK Ave for the implementation concept that will be used to illustrate the complete streets concept which will be further designed and refined in Phase 2 – Complete Streets and Stormwater Improvements.

SUBTASK 2.1: TRAFFIC STUDY

SUBTASK 2.1A: METHODOLOGY DETERMINATION

Kimley-Horn will correspond one (1) time with Broward County Traffic Engineering Division (BCTED) staff. The purpose of this correspondence is to outline the requirements of the traffic study including the study area roadway segments/intersections, analysis years, analysis tools, and peak periods to be evaluated. It is expected that BCTED will identify and provide the traffic impact analyses for nearby developments, which are approved but not yet constructed, that will need to be accounted for in the

study, if applicable. A methodology memorandum will be submitted to BCTED in order to verify the traffic study requirements and establish concurrence. The Consultant will revise the methodology one (1) time, if necessary, in response to the BCTED's comments.

SUBTASK 2.1B: TRAFFIC DATA COLLECTION

Turning movement counts will be collected on a typical weekday (Tuesday, Wednesday, Thursday) while school is in-session during the A.M. (7:00 A.M. to 9:00 A.M.) and P.M. (3:00 P.M. and 6:00 P.M.) peak periods at a maximum of ten (10) intersections along the SW MLK Ave corridor between Hillsboro Boulevard and SW 10th Street. Note that the weekday P.M. peak period typically occurs from 4:00 P.M. to 6:00 P.M., however, an additional hour will be included as part of the traffic data collection in order to account for the dismissal schedule of Deerfield Park Elementary School.

Additionally, a maximum of four (4) 72-hour traffic volume and speed counts will be collected on a typical Tuesday through Thursday while school is in-session along the SW MLK Ave corridor between Hillsboro Boulevard and SW 10th Street.

Furthermore, 12-hour pedestrian/bicycle crossing volumes will be collected at the existing marked crosswalks located along SW MLK Ave at the south leg of the intersection with SW 2nd Street, just south of SW 3rd Street, and south of SW 5th Court. As one (1) existing marked crosswalk is located within a school zone, a 12-hour gap study will be performed consistent with the pedestrian/bicycle crossing data collection period. Additionally, Kimley-Horn will obtain and summarize readily-available crash data from the Florida Department of Transportation's (FDOT) *State Safety Office GIS* online tool for the most recent five (5) years of data at the existing marked crosswalks.

Note that traffic data will be collected a maximum of one (1) time prior to the interim condition implementation and a maximum of one (1) time after the interim condition implementation, as applicable. All traffic counts will be collected in 15-minute intervals and will be adjusted to account for seasonal variation using the appropriate Florida Department of Transportation's (FDOT) peak season correction factor(s) (PSCF).

Kimley-Horn will perform a maximum of two (2) field reviews prior to the interim condition implementation and a maximum of two (2) field reviews after the interim condition implementation during the study corridor peak hours to observe general traffic operations and perform a qualitative assessment. The peak hours will be determined from the data collected as part of Subtask 2.1B. A photo log will be included in the Appendix of the traffic study.

SUBTASK 2.1C: TRAFFIC ANALYSIS

Capacity analyses will be conducted for the A.M. and P.M. peak hours at the study intersections and roadway segments. Intersection analyses will be performed using Cubic's *Synchro* traffic engineering analysis software, which applies methodologies outlined in the Transportation Research Board's (TRB's) *Highway Capacity Manual* (HCM), 2000/6th Editions. Roadway segment capacity analyses will

be conducted utilizing FDOT's 2023 *Multimodal Quality/Level of Service Handbook*. Capacity analyses will be conducted for a maximum of five (5) scenarios: existing pre-implementation conditions, future short-term analysis year pre-implementation conditions, future long-term analysis year pre-implementation conditions, future short-term analysis year post-implementation conditions, and future long-term analysis year post-implementation conditions. Please note that if additional analysis scenarios are required to evaluate the proposed lane reduction prior to the interim condition implementation, it will be considered an additional service.

The study intersections and roadway segments will be analyzed for the proposed improvements expected future year timeframe(s) as defined in the methodology meeting with BCTED. A background growth rate will be calculated and applied to the analysis.

A 95th percentile queue analysis utilizing Cubic's *Synchro* traffic engineering analysis software will be performed at the northbound approach of the intersection of SW MLK Ave at Hillsboro Boulevard and at the southbound approach of the intersection of SW MLK Ave and SW 10th Street. The analysis will examine expected vehicle queuing lengths under existing and future conditions with and without the proposed lane reduction. If queuing deficiencies are identified, strategies and improvements may be developed to attain acceptable queuing lengths.

SUBTASK 2.1D: MID-BLOCK CROSSWALK TREATMENT ANALYSIS

A crosswalk treatment warrant analysis will be conducted at the existing marked crosswalks located along SW MLK Ave at the south leg of the intersection with SW 2nd Street, just south of SW 3rd Street, and south of SW 5th Court. The crosswalk treatment warrant analysis will be based upon the guidelines contained the Florida Department of Transportation's (FDOT) *Traffic Engineering Manual* (TEM) and the Federal Highway Administration's (FHWA), *Manual on Uniform Traffic Control Devices* (MUTCD) to determine the appropriate treatment for the proposed mid-block crosswalk, including Warrant 5 (School Crossing) as the existing marked crosswalk located along SW MLK Ave south of SW 5th Court is located within a school zone.

SUBTASK 2.1E: DOCUMENTATION OF FINDINGS

The traffic analysis will be documented in a report. The report will include graphics and tabulations plus text to describe the study procedure, key assumptions, alternatives, traffic redistribution, findings and recommendations.

The Consultant will prepare a maximum of two (2) sets of responses to comments each from the City and/or BCTED directly related to the analyses performed in accordance with the approved methodology prepared as part of Task 2.1A. Additional rounds of response to comments and/or comments requesting analyses beyond the previously approved methodology will be considered an additional service.

Deliverables: The following deliverables shall be provided under Task 2.1E:

- Traffic Methodology Memorandum (PDF)
- Traffic Study Report (PDF)

Meetings: Kimley-Horn will attend the following meetings under Task 2.1E:

- Two (2) virtual meetings as directed by the Client in support of the study. These meetings may include, but not be limited to, coordination meetings and comment resolution meetings
- Kimley-Horn will prepare for and attend a maximum of two (2) meetings with the City of Deerfield Beach and/or Broward County Traffic Engineering Division (BCTED) to review the proposed parameters. The purpose of the meeting is to obtain concurrency on the parameters for the traffic analysis

SUBTASK 2.2: INTERIM SIGNING AND PAVEMENT MARKING PLANS

Kimley-Horn will implement recommendations prepared as part of the subtasks 2.1 and prepare a plan set for the interim improvements that will include: one typical section, summary of pay items, plan sheets and two detail sheets for proposed work needed to implement the lane elimination concept. These plans will be prepared on an aerial background and will not use an actual survey. As part of this task Kimley-Horn will complete one (1) field review. Kimley-Horn will submit the plans to the City and respond to a maximum of one set of review comments.

Kimley-Horn will use the concept developed under this subtask to support the City in the engagement with stakeholders. Kimley-Horn will prepare one (1) PowerPoint presentation, one (1) board showing the proposed interim typical section (not rendered) and one (1) board showing the plan view of the proposed improvements.

This task will include a preparation of the opinion of probable construction cost and preparation of the specifications package for the interim improvements.

Opinion of Probable Construction Costs to be prepared using the Florida Department of Transportation (FDOT) Historical Unit prices. Kimley-Horn has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided will be based on the information known to Kimley-Horn at that time and represent only Kimley-Horn's judgement as a design professional familiar with the construction industry. Kimley-Horn cannot and does not guarantee that proposals, bids or actual construction costs will not vary from its opinions of probable costs.

Because Kimley-Horn does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. Kimley-Horn cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Kimley-Horn's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

Deliverables: The following deliverables shall be provided under Subtask 2.2:

- Signed and Sealed Signing and Pavement Marking Plans for Interim Improvements (PDF)
- Opinion of Probable Cost (PDF)
- Specifications Package (PDF and Word)
- Interim Typical Section on 24" x 36" board for public workshop/commission meeting
- Design Roll Plot on a board at 50 scale for public workshop/commission meeting

Meetings: Kimley-Horn will attend the following meetings under Subtask 2.2:

- One (1) kick-off meeting with the City to discuss the project, desired design elements, and to review the project schedule
- Two (2) meeting with BCTED and the City
- One (1) Public Workshop
- One (1) Meeting with the City Commission

Attendance and/or participation at any meetings in addition to the ones listed above shall be considered additional services.

SUBTASK 2.3: FINAL TYPICAL SECTION DEVELOPMENT

Kimley-Horn will evaluate up to three (3) typical section alternatives for the final phase of this Project and present the alternatives at a Public Workshop and to the City Commission for purposes of obtaining a buy in on the final roadway configuration prior to final phase design. These typical sections will be prepared as renderings. Up to two alternatives will be developed on roll plots and will be presented at the public workshop and to the City Commission.

Deliverables: The following deliverables shall be provided under Subtask 2.3:

- Preliminary Typical Section on 11" x 17" plan sheets (PDF and four (4) printed copies)
- Preferred Alternative Design Roll Plot 1"=50' Scale (PDF and one (1) Printed Copy)
- Powerpoint Presentation

Meetings: Kimley-Horn will attend the following meetings under Subtask 2.2:

- One (1) Public Workshop
- One (1) Meeting with the City Commission

SUBTASK 2.4: TOPOGRAPHIC SURVEY

A subconsultant to Kimley-Horn (Stoner & Associates) will prepare a topographic survey for the project limits. Refer to "Attachment A" for full scope of services.

SUBTASK 2.5: GEOTECHNICAL INVESTIGATIONS

A subconsultant to Kimley-Horn (H2R Corp) will provide the following services:

- Perform asphalt pavement cores, standard penetration tests, double ring infiltrometer test and open hole exfiltration test

Refer to "Attachment B" for full scope of services.

TASK 3: PHASE 2 COMPLETE STREETS AND STORMWATER IMPROVEMENTS- DESIGN DEVELOPMENT

Upon approval of a typical section prepared under Subtask 2.3 by the City, Kimley-Horn will prepare 60% and 90% construction drawings for the proposed improvements. It is anticipated that 60% plans and reports will be submitted to agencies having jurisdiction for review. Upon receipt of permit review comments Kimley-Horn will review with Client and address comments to resubmit to permitting agencies.

Permits are anticipated from the following agencies for Tasks 3.1 thru Task 3.5:

1. **Broward County Traffic Engineering Division**
 - a. Signing and pavement markings and maintenance of traffic
2. **Broward County Surface Water Management Division (BCSWMD)**
 - a. Surface Water License: Environmental Resource Permit
3. **National Pollutant Discharge Elimination System (NPDES):**
 - a. Notice of Intent
 - b. Preparation of Storm Water Pollution Prevention Plans (SWPPP) – the City's Contractor shall complete the necessary application and submittal to obtain the general permit. The City's contractor shall be responsible for obtaining, maintaining, and operating the construction site according to the EPA and NPDES guidelines
4. **City of Deerfield Beach**
 - a. Engineering

SUBTASK 3.1: ROADWAY PLANS

We anticipate the plan set will include the following sheets:

- Key Sheet
- General Notes and Pay Item Notes
- Roadway Plans
 - Kimley-Horn will prepare roadway plans (1"=50' Scale) that will include dimension control and roadway layout. Drainage improvements for this project will consist of self-contained systems utilizing percolation for stormwater treatment and attenuation. An existing pond will also be expanded as part of this project. We assume that only the public right-of-way within the project limits will be included as part of the improvements and that no private off-site developments will be contributing to the drainage of the project. Maintenance of traffic will be addressed by providing phasing notes only. Detailed phasing plans are not included in this scope of services. Drainage structure information (structure type, elevations, inverts will be shown in plan and profile view).
- Roadway Details
 - Kimley-Horn will prepare detail sheets showing roadway and drainage details needed to supplement the roadway plans

- Erosion Control Plan
 - Kimley-Horn will prepare an erosion control plan (1"=50' Scale) and notes for the project. The plan will indicate erosion control measures to be implemented by the contractor prior to disturbing the site

Deliverables: The following deliverables shall be provided under Subtask 3.1:

- 60% Plans at 1" =50' scale – (PDF)
- 90% Plans at 1" =50' scale – (PDF)
- Opinion of Probable Cost (PDF)

SUBTASK 3.2 DRAINAGE ANALYSIS AND DESIGN DEVELOPMENT

Kimley-Horn will prepare a preliminary drainage design for the project corridor showing the location and quantities of the proposed facilities. Kimley-Horn assumes that the methods for stormwater quality and quantity will be provided through a combination of proposed exfiltration trenches and discharge to an existing dry retention pond located east of the Oveta McKeithen Recreational Complex. In addition, Kimley-Horn will prepare a preliminary stormwater management report for the proposed improvements that will include data collected for the project corridor, design criteria information, a Hydrologic and Hydraulic (H&H) analysis and drainage calculations for spread, and water quality. The H&H analysis for the project corridor will be performed using Interconnected Channel and Pond Routing (ICPR) modeling software. The analysis will consist of a one-dimensional post-development model that will span the project corridor. Kimley-Horn assumes the H&H analysis will be limited to the project corridor with little to no offsite stormwater contributions. If the limits of the H&H analysis need to be expanded beyond the project corridor to account for offsite contributing area it can be performed as an additional service. The simulations for the H&H analysis will be based on the 10-year 24-Hour and 25- and 100-year 72-Hour design storms. Kimley-Horn will schedule a meeting to discuss the findings of this analysis with the City.

Upon receiving feedback on the preliminary drainage design from the City, Kimley-Horn will prepare 60% and 90% construction drawings for the proposed improvements. Kimley-Horn will update the calculations in the stormwater management report based on changes to the roadway design. Additional calculations for nutrient loading and floodplain compensation will be prepared and included in the stormwater management report. The stormwater management report to be submitted to the BCSWMD will include data collected for the project corridor, design criteria information, a H&H analysis and drainage calculations for spread, nutrient loading, floodplain compensation and water quality.

Deliverables:

- The following deliverables shall be provided under Subtask 3.2: Stormwater Management Report (PDF)

SUBTASK 3.3: SIGNING AND MARKING PLANS

Kimley-Horn will prepare proposed project signage and marking plan (1"=50' Scale) with associated details.

Deliverables: The following deliverables shall be provided under Subtask 3.3:

- Three (3) sets of the 60% Plans at 1" =50' scale (PDF)
- Three (3) sets of the 90% Plans at 1" =50' scale (PDF)
- Opinion of Probable Cost (PDF)

SUBTASK 3.4: UTILITY COORDINATION

Kimley-Horn will provide the following services:

- Prepare utility conflict matrix
- Incorporate utility mark ups into roadway plans
- Implement subsurface utility locates performed by the surveyor (revising utility marks to reflect information provided by the surveyor, including test hole numbers)
- Attend up to two (2) Design Conferences
- Attend up to three (3) Field Meetings with affected utility owners
- Coordinate utility work schedules with utilities requiring relocation/adjustments
- Review up to three (3) utility permits

SUBTASK 3.5: DESIGN DEVELOPMENT PHASE MEETINGS

The preferred alternative design roll plot and preliminary typical sections will be updated to reflect design changes up to one (1) time for use during the public workshop and City Commission meetings. No other graphics are anticipated for these and other meetings.

Meetings: Kimley-Horn will attend the following meetings under Subtask 3.5:

- One (1) Public Workshop
- Two (2) 60% and 90% Design Review Meetings
- One (1) Meeting with the City Commission
- One (1) comment resolution meeting with Broward County Surface Water Management and Permitting Division

Attendance and/or participation at any meetings in addition to the ones listed above shall be considered additional services.

SUBTASK 3.6: SUBSURFACE UTILITY LOCATES

A subconsultant to Kimley-Horn (WGI Inc.) will provide the following services:

- Provide level "B" Utility designates
- Perform up to 100 Level "A" Utility test holes

Refer to "Attachment C" for full scope of services.

TASK 4: PHASE 2-COMPLETE STREETS AND STORMWATER IMPROVEMENTS - FINAL CONTRACT DOCUMENTS

Upon receipt of permits review comments Kimley-Horn will prepare final plans and specifications package for bidding by the City. At this stage it is not anticipated that the City will have any major comments.

No other agency approvals are included in this scope of services other than those identified above.

Kimley-Horn does not guarantee the issuance of permits or approvals. If permits are issued for this project, the conditions and expiration dates are the sole responsibility of the City. Kimley-Horn is not responsible for extending time limited entitlements or permits. The City shall pay all permit fees.

SUBTASK 4.1: CONSTRUCTION DOCUMENTS AND BIDDING SUPPORT SERVICES

Upon the City's approval of 90% plan comment responses and receipt of permitting agency comments, Kimley-Horn will begin preparing final contract documents. An updated Opinion of Probable Construction Costs will be provided. Kimley-Horn will submit the Final Plans and Specification design package to the City for bidding. Kimley-Horn will perform the following services for the Project which is put out to bid by the City.

A: Pre Bid Form. Kimley-Horn will prepare a final bid form that lists all anticipated pay items with corresponding estimated quantities for the City's use in preparing the bid documents. The actual bid documents, posting the bid for potential bidders, and administration of the bid process will be handled by the City.

B: Pre Bid Questions: Kimley-Horn will prepared responses from potential bidders requesting clarifications regarding the bid documents provided by Kimley-Horn. All other bid clarification questions are to be responded by the City.

C: Bid Addenda. Kimley-Horn will assist the City to prepare up to five addenda during the bidding to address questions asked by potential bidders. The City's will be responsible for issuing addenda to the Bidders of Record.

D: Pre-Bid Conference. Kimley-Horn will attend the pre-bid conference and assist the City in answering questions during the conference.

E: Bid Tabulation. Kimley-Horn will review the bid tabulations provided by the City and provide comments as necessary.

Deliverables: The following deliverables will be provided under Task 4.1:

- Three (3) signed and sealed sets of the Final Plans at 1"=50' (PDF), and one (1) electronic copy.
- Specifications design package (PDF and Word) format, and one (1) electronic copy.
- Bid Form (PDF)
- Opinion of Probable Construction Cost (PDF)

TASK 5: MISCELLANEOUS SUPPORT

Kimley-Horn will provide on call consulting engineering services, as directed by the City. It is

anticipated that under this task, Kimley-Horn may prepare exhibits, attend meetings, conference calls, perform due diligence activities, prepare technical memorandums or additional traffic analysis/traffic data collection.

Kimley-Horn will provide these services at the level requested by the City and will request a written authorization from the City prior to performing this work. Upon reaching the lump sum labor fee, Kimley-Horn will seek City's approval for additional services as needed.

TASK 6: CONSTRUCTION PHASE SERVICES

It is assumed that the City will enter in a separate agreement with Kimley-Horn after completion of Tasks 1 through 5 for performance of construction phase services.

Additional Services

Any services not specifically provided for in the above scope will be considered additional services and can be performed at our then current hourly rates or for a pre-negotiated fee. Additional services we can provide include, but are not limited to, the following:

- Signalization Design
- Overhead to underground utility conversion design and coordination
- Meetings and coordination beyond that specifically outlined above
- Major redesign effort due to changes in the overall project scope, budget, or programming after the preliminary engineering phase.
- Splitting the project in segments.
- Environmental Engineering Services and Field Investigations
- Collection of additional traffic counts
- Preparing analyses for additional time periods and/or analysis scenarios not specifically noted above
- Preparing additional responses to agency comments
- Traffic Studies or traffic engineering services not specifically noted above
- Permit expediting services
- Dewatering permitting
- Landscaping
- Utility relocation design and permitting not specifically mentioned in the "Scope of Services"
- Services not specifically mentioned in the "Scope of Services"
- Grant funding application and assistance
- Right-of-way acquisition support

Schedule

We will provide the above-described services outlined in an expeditious and orderly manner to meet the schedule mutually agreed to by the City and Kimley-Horn for the various elements of the project.

Fee and Billing

Kimley-Horn will perform the services described above per the task breakdown below. All permitting, application, and similar project fees will be paid directly by the Client.

Task No.	Task Description	Fee (\$)	Subconsultant (\$)	Fee Structure
Task 1	Project Management	\$47,999.00		Lump Sum
Total Task 1	Project Management	\$47,999.00		
Subtask 2.1	Traffic Study	\$40,500.00	\$10,000.00	
Subtask 2.2	Interim Signing & Pavement Marking Plans	\$37,259.00		
Subtask 2.3	Final Typical Section Development	\$46,180.00		
Subtask 2.4	Topographic Survey		\$99,955.00	
Subtask 2.5	Geotechnical Investigations		\$25,339.76	
Total Task 2	Phase 1-Interim Condition Implementation	\$123,939.00	\$135,294.76	
Subtask 3.1	Roadway Plans	\$167,735.00		
Subtask 3.2	Drainage Analysis and Design Development	\$250,847.00		
Subtask 3.3	Signing and Pavement Marking Plans	\$91,188.00		Lump Sum
Subtask 3.4	Utility Coordination	\$26,363.00		
Subtask 3.5	Design Development Phase Meetings	\$9,091.00		
Subtask 3.6	Subsurface Utility Locates		\$41,350.00	
			\$80,500.00	Limiting Amount
Total Task 3	Phase 2 Complete Streets and Stormwater Improvements-Design Development	\$545,224.00	\$41,350.00	Lump Sum
			\$80,500.00	Limiting Amount
Subtask 4.1	Permitting Services	\$64,459.00		Lump Sum
Total Task 4	Permitting Services	\$64,459.00		
Total Task 5	Miscellaneous Support	\$75,000.00		
Expenses	Reimbursable Expenses	\$5,000.00		
Total		\$856,621.00	\$176,644.76	Lump Sum
Grand Total		\$1,033,265.76		Lump Sum
		\$80,500.00		Limiting Amount

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed.

Payment will be due within 30 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number. Kimley-Horn will not exceed the total maximum labor fee shown for Subtask 3.6 without authorization from the Client. Individual task amount is provided for budgeting purposes only.

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute the service order for this project. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

We appreciate the opportunity to provide these services to you. Please don't hesitate to contact Burt Baldo or Artem Strunnikov at 305.673.2025 if you have any questions.

KIMLEY-HORN AND ASSOCIATES, INC.



By: Burt Baldo, P.E.
Senior Vice-President
06/14/2024



By: Artem Strunnikov, P.E.
Associate
06/14/2024

Attachment A – Surveying Scope of Services

May 17, 2024

Mrs. Artem Strunnikov, P.E.
Kimley-Horn
2 Alhambra Plaza
Suite 500
Coral Gables, FL 33134

**RE: Proposal for Professional Surveying Services
SW Martin Luther King Avenue
Deerfield Beach, FL 33441**

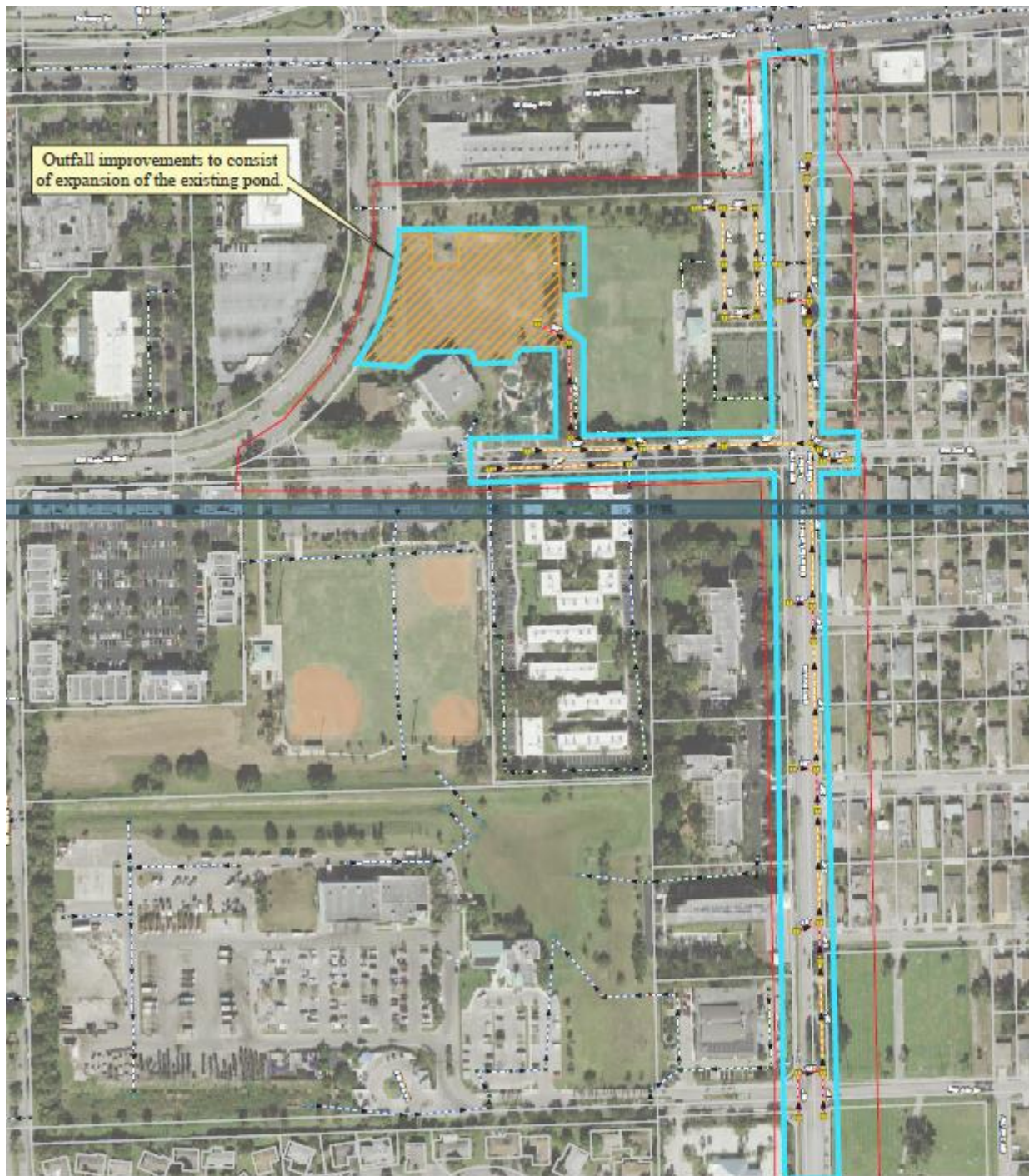
Dear Mr. Strunnikov,

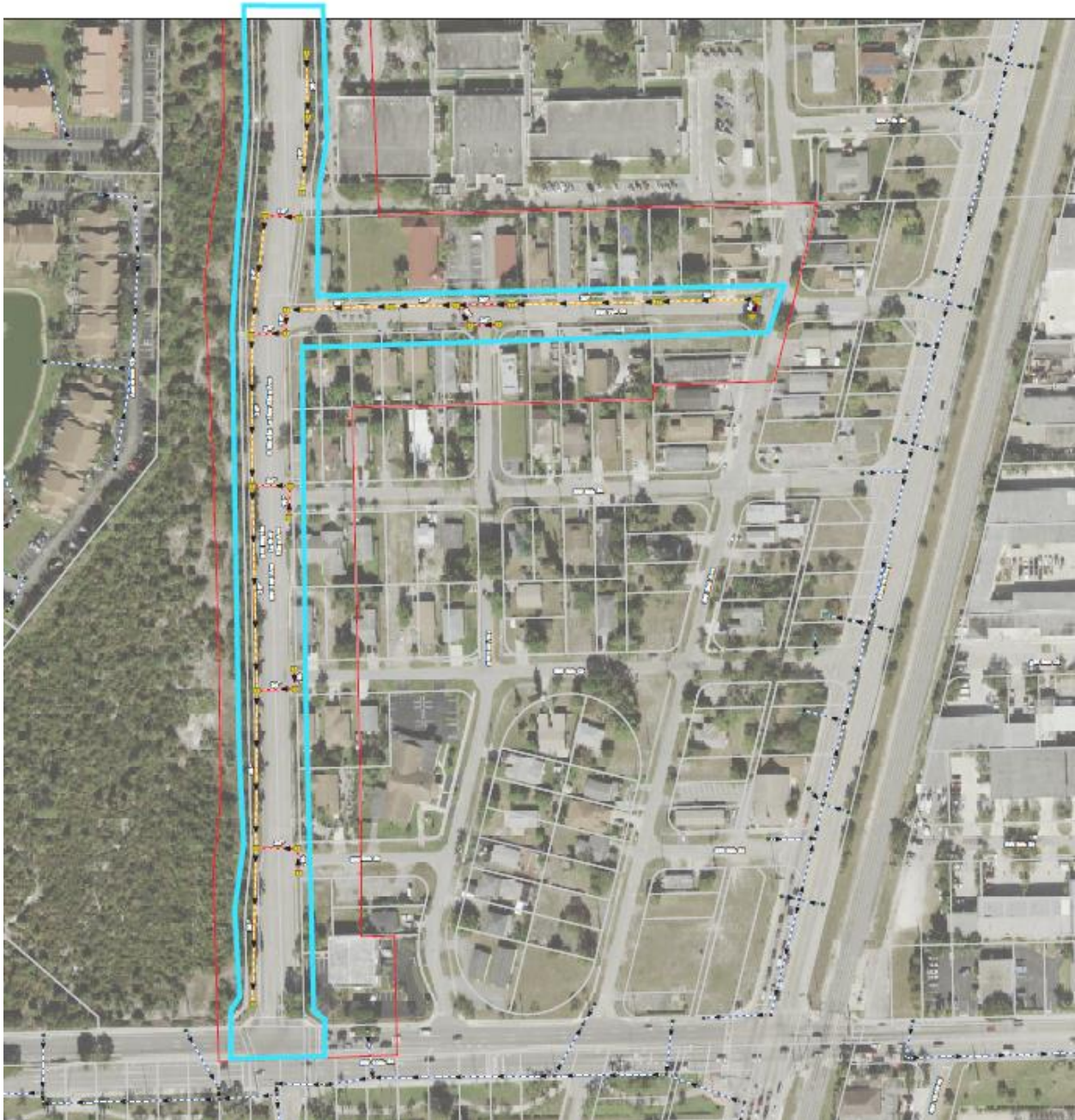
I am pleased to provide you with this proposal for surveying services at the above-referenced site. Based on the information that you provided, I have developed the scope of services shown below.

Survey Limits:

SW Martin Luther King Avenue, from the south Right-of-Way line of Hillsboro Boulevard to the center line of SW 2nd Avenue. Also includes approximately 900 L.F. of SW 2nd Street, the existing pond and its proposed expansion, and the connection between said pond and SW 2nd Street and also SW 7th Court, from SW Martin Luther King Avenue to the center line of SW 2nd Avenue.

See survey limits outlined in cyan in the sketches below (there is no gap):





Survey Type:

Stoner & Associates, Inc. (S&A) will prepare a Topographic and Tree Survey meeting the Standards of Practice established by The Board of Professional Surveyors and Mapper within the State of Florida.

SCOPE OF SERVICES:

Topographic Survey:

- Prepare a topographic survey within the project limits. The survey will extend 10 feet beyond the right of way lines.
- Easements and dedications will be based on the plats of record, or a client supplied title report.
- Establish horizontal and vertical control points to support the survey efforts.
- Vertical control (elevations) will be based on North American Vertical Datum of 1988 (NAVD 88).
- Horizontal control will be based on the Florida State Plane Coordinates System, East Zone, North American Datum of 83/2011.
- Establish a baseline of survey at the center of the calculated center of right of way, set monuments at the beginning, end, points of curvature, points of tangency and every 1,000 in tangent lines. Stationing is to be provided by Kimley- Horn.
- Obtain elevations at edge of pavement, top of curb, back of sidewalk at 50' intervals and any additional low and high point elevations that may exist between the intervals and at transitions such as driveways, private walkways, ramps, back and face of curb, flow line, etc. for the purpose of creating a Digital Terrain Model (DTM) surface.
- Locate surface features within the survey limits as follows: buildings, pavement, driveways, paved swales, sidewalks, private walkways, slabs, curbs, walls, fences, signage.
- Locate visible surface evidence of utilities as follows: utility poles, guy wires, street lighting, storm sewer structures, sanitary sewer structures, wire pull boxes, cable enclosures, utility cabinets, valves, valve boxes, meter boxes, backflow preventers, fire hydrants, and overhead utilities.
- S&A will not survey (field locate) utility designations or test holes that are visible or marked out in the field (by others).
- Measure the rim and invert elevation of sanitary and storm sewer structures that are accessible. Determine pipe types, size, and flow direction, when possible. Structures located within active roadways will be as-built at the field crew's discretion, based on safety considerations.
- Locate pavement striping and parking spaces with type.
- S&A will incorporate Right of Way file "RWDTRD01_SW_3rd_Avenue.dwg" into our survey drawing files, provided by the client (prepared by others).
- Tie in any subdivision corners, lot corners and plat corners which can be located along the right-of-way lines for those areas not shown in said Right of Way file.
- Calculate and label Right of Way lines based on plats of records and also any Right of Way information included in parcel Information as per Broward County Property Appraiser's office website.
- Reduce, check, and plot survey data at appropriate scale.
- Create an existing Digital Terrain Model (DTM) surface.

Tree Survey:

- Locate trees three caliper inches in diameter or larger.
- Tree name and tree trunk diameter will not be obtained.

Project Fee(s):	Amount
Topographic Survey Fee, includes preparation of a Digital Terrain Model (DTM) surface	\$99,955.00

Deliverables:

The survey drawings will be prepared utilizing AutoCAD, then export to Microstation file format. S&A will email you a copy of the survey in AutoCAD, Microstation and pdf format, a LandXML file with DTM surface data, and text files with survey points used to create the DTM surface. Certified hard copies of the drawings will be provided upon request and will be billed at the rates shown below for copies. Hard copies will be delivered by United States Postal Service Standard Mail. Other delivery methods will be invoiced at our cost for the service, plus 15% of the cost.

Black-Line Prints

18" x 24" = \$2.50 Per Sheet

24" x 36" = \$5.00 Per Sheet

30" x 42" = \$7.50 Per Sheet

Outside Printing

Cost + 15%

Courier Services

Cost + 15%

The above scope of services and associated fee(s) are based on the following:

- ALTA/NSPS Land Title Survey Specifications are not included unless specified otherwise in "SCOPE OF SERVICES."
- Client to provide S&A with the legal address and complete legal description of the property to be surveyed.
- Client to provide a recent opinion of title or title commitment, together with the associated documents listed therein. In the absence of an opinion of title or title commitment, information about ownership, easements and other matters of record, will be limited to data obtained from an on-line a search of the local County Property Appraisers website. Data obtained in this manner (on-line search) is not considered an official search of public records and may not include vital information that could affect the property being surveyed. Unless otherwise specified, a search of the public records for information affecting this property is not included in this "SCOPE OF SERVICES."
- Matters of zoning, land use, height, density, access, setbacks, will not be shown on the survey drawings unless specified otherwise in "SCOPE OF SERVICES."
- Environmental and soil conditions will not be shown on the survey drawings unless specified otherwise in "SCOPE OF SERVICES."
- S&A will not contact Sunshine 811 to request marking of underground utilities. The following note is per Synnshine 811 website: "Effective February 1, 2023, Sunshine 811 will no longer accept non-emergency tickets with a work start date (due date) less than two full business days from the date the ticket was requested – 10 full business days if the site is underwater". See also <https://www.sunshine811.com/faqs>
- Subsurface features will not be located or shown on the survey unless specified otherwise in "SCOPE OF SERVICES."
- As-built measurements collected in active facilities (storm, sanitary and other structures), are limited in accuracy and reliability. Before the final design of improvements or beginning construction, critical measurements should be verified with the facilities pumped down and cleaned of effluent and derbies to ensure the integrity of the data being presented in the survey drawings. Subsurface features will not be located or shown on the survey unless specified otherwise in "SCOPE OF SERVICES."
- Trees, shrubs, hedges and other vegetation will not be located or shown on the survey unless specified otherwise in "SCOPE OF SERVICES."
- Coordination with attorneys, title companies, outside consultants is not included and will be hourly at the rates shown below.
- Express delivery fees, copies of public records and printing fees are not included and will be billed at our cost.

Mrs. Artem Strunnikov, P.E.

May 17, 2024

Page 6 of 8

Service, outside of the above scope of services, will be billed on an hourly basis per the rate schedule shown below:

Employee Classification	Hourly Rate
Principal	\$190.00
Senior Professional Land Surveyor	\$150.00
Project Manager	\$90.00
Survey/CAD Technician	\$85.00
Survey Crew	\$175.00
Administrative	\$80.00

Attachment B – Geotechnical Scope of Services



May 10, 2024

Artem Strunnikov, P.E.
Kimley-Horn
2 Alhambra Plaza, Suite 500,
Coral Gables, FL 33134

Subject: Proposal for Geotechnical Services
SW MLK Ave Drainage Improvements from SW 10th Street to Hillsboro Blvd
Broward County, Florida
H2R Corp Proposal No: 240509.076

Dear Mr. Strunnikov:

Thank you for the opportunity for H2R Corp (H2R) to submit our proposal to provide geotechnical services for the above-referenced project. This proposal is prepared based on our understanding of the scope of services, our review of the available information project information, and our experience with providing these services on similar projects. The sections below summarize H2R's scope of services, assumptions, and approach for this project.

PROJECT INFORMATION

We understand that this project will involve improvements to the stormwater and drainage systems along the SW MLK Avenue corridor. The upgrades will enhance infrastructure to address flooding and accommodate a raised median, bicycle lanes, and improved landscaping along the sidewalk.

SCOPE OF SERVICES

The following proposed Geotechnical Services were developed based on our review of the provided project information (as outlined above), our general understanding of the project, and guidelines provided in the "Soils and Foundations Handbook" published by the Florida Department of Transportation (FDOT), and our engineering judgment.

Subsurface Investigation.

1. Eight (8) asphalt pavement cores will be performed to evaluate the existing pavement conditions in general accordance with the Florida Department of Transportation (FDOT) standards. This process will involve extracting core samples from the asphalt pavement to assess the material's structural integrity and identify any deficiencies.

2. Ten (10) shallow continuous Standard Penetration Test (SPT) borings (10 ft deep) will be performed at the location of the asphalt cores to evaluate subsurface conditions and ensure that deleterious materials are not present near or below the roadway pavement. Borings are placed at approximately 1,000 feet spacings in the roadway in general accordance with FDOT's Soil and Foundation Guidelines.
3. One (1) double ring infiltrometer test will be performed to assess soil infiltration rates. This method, which adheres to industry standards, involves using concentric rings to measure the rate at which water permeates the soil. The double ring test will be performed in accordance with ASTM D3385.
4. Eight (8) South Florida Water Management District's (SFWMD) usual open-hole tests will be performed to evaluate soil infiltration rates. This test involves creating an open borehole and monitoring the rate at which water seeps into the surrounding soil. The data collected will provide insight into the site's natural drainage capacity, guiding the design of effective stormwater management solutions.
5. Maintenance of Traffic (MOT) during the investigation.
6. Backfill of boreholes and sample collection locations with the extracted soil or crushed stone (No. 57 stone). Placement of an asphalt surface patch of equal thickness at borehole core location.
7. Laboratory testing consists of gradations of collected materials.
 - a. Fourteen (14) grain size distribution tests on the base course materials, eight (8) organic content test by ignition and fourteen (14) soil moisture content laboratory test is being proposed.

Geotechnical Report

The geotechnical report will present comprehensive information about the project, including a detailed description, significant geologic and topographic features of the site, all methods used during subsurface exploration, in-situ testing, and laboratory testing. The report will provide an interpretation of subsurface conditions, offering insights into the soil and geological features relevant to the project. The report will conclude with recommendations regarding the strength and extent of unsuitable soils, soil drainage characteristics, and permeability or infiltration rates. Additionally, it will offer strategies to minimize the effects of roadway construction.

PROPOSED FEES

H2R estimates that the scope of work outlined above can be performed for an estimated fee of \$25,339.76. The total will not exceed this amount without written authorization. The attached Proposed Scope of Services/Fee Proposal provides a detailed cost estimate summary.

We look forward to providing you with our services on this project. Should you have any questions regarding this proposal and the scope referenced herein, please do not hesitate to contact the undersigned at any time.

Best Regards,

H2R Corp

A handwritten signature in black ink, appearing to read 'Alex Davis'.

Alex Davis, E.I.

Geotechnical Engineer Intern

A handwritten signature in blue ink, appearing to read 'Yves-Stanley Delmas'.

Yves-Stanley Delmas, P.E.

Geotechnical Engineering

ESTIMATE OF WORK EFFORT AND COST - SUBCONSULTANT

Name of Project: SW MLK Ave Drainage Improvements from SW 10th Street to Hillsboro Blvd
 County: Broward
 FPN: N/A
 FAP No.: N/A

Consultant Name: Kimley Horn/H2R
 Consultant No.: 240509.076
 Date: 5/10/2024
 Estimator: SD

Staff Classification	Total Staff Hours From "SH Summary Firm"	Project Manager	Geotechnical Engineer	Engineer Tech	Clerical	Staff Classification 5	Staff Classification 6	Staff Classification 7	Staff Classification 8	Staff Classification 9	Staff Classification 10	Staff Classification 11	Staff Classification 12	SH By Activity	Salary Cost By Activity	Average Rate Per Task
3. Project General and Project Common Tasks	0	0	0	0		0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
4. Roadway Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
5. Roadway Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
6a. Drainage Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
6b. Drainage Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
7. Utilities	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
8. Environmental Permits, and Env. Clearances	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
9. Structures - Misc. Tasks, Dwgs, Non-Tech.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
10. Structures - Bridge Development Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
11. Structures - Temporary Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
12. Structures - Short Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
13. Structures - Medium Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
14. Structures - Structural Steel Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
15. Structures - Segmental Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
16. Structures - Movable Span	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
17. Structures - Retaining Walls	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
18. Structures - Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
19. Signing & Pavement Marking Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
20. Signing & Pavement Marking Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
21. Signalization Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
22. Signalization Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
23. Lighting Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
24. Lighting Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
25. Landscape Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
26. Landscape Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
27. Survey (Field & Office Support)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
28. Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
29. Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
30. Terrestrial Mobile LiDAR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
31. Architecture Development	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
32. Noise Barriers Impact Design Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
33. Intelligent Transportation Systems Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
34. Intelligent Transportation Systems Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
35. Geotechnical	79	4	28	43	4	0	0	0	0	0	0	0	0	79	\$8,835	\$111.84
36. 3D Modeling	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
Total Staff Hours	79	4	28	43	4	0	0	0	0	0	0	0	0	79		
Total Staff Cost		\$700.00	\$4,200.00	\$3,655.00	\$280.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$8,835.00	\$111.84

Check = \$8,835.00

Notes:

- This sheet to be used by Subconsultant to calculate its fee.

SALARY RELATED COSTS:					\$8,835.00
OVERHEAD:		0%			\$0.00
OPERATING MARGIN:		0%			\$0.00
FCCM (Facilities Capital Cost Money):		0.00%			\$0.00
EXPENSES:		0.00%			\$0.00
SUBTOTAL ESTIMATED FEE:					\$8,835.00
Survey (Field)	0	4-person crew	\$ -	/ day	\$0.00
Geotechnical Field and Lab Testing					\$16,504.76
SUBTOTAL ESTIMATED FEE:					\$25,339.76
Optional Services					\$0.00
GRAND TOTAL ESTIMATED FEE:					\$25,339.76

Field Explorartion							
Item #	Item	Unit	Rate	# of Borings	Depth or samples recovered	#Units	Cost
418	Geo Drill Crew Support Vehicle	Day	\$ 55.00	-	-	2	\$ 110.00
427	Geo SPT Samples-Truck/Mud Bug 0-50 Ft	Each	\$ 30.00	10	5	50	\$ 1,500.00
478	Geo SPT Truck/Mud Bug 000-050 Ft (Roadway)	LF	\$ 13.47	10	10	100	\$ 1,347.00
612	Mobilization Drill Rig Truck Mount	Each	\$ 650.00	-	-	2	\$ 1,300.00
432	SFWMD Usual Open Hole Test 0-10 Ft	Each	\$ 320.24			8	\$ 2,561.92
415	Double Ring Infiltration	Each	\$ 564.30			1	\$ 564.30
603	Mobilization Asphalt Coring Equipment	Each	\$ 337.16	-	-	1	\$ 337.16
211	Asphalt Pavement Coring - 6in dia with Base Depth Check	Each	\$ 150.00	-	-	10	\$ 1,500.00
-	Mobilization of Traffic (MOT)	Day	\$ 3,000.00	-	-	2	\$ 6,000.00

Sub total	\$ 15,220.38
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Laboratory Testing					
Item #	Item	Unit	Rate	#Units	Cost
822	Soils Particle Size Analysis (AASHTO T 88)	Test	\$ 59.93	14	\$ 839.02
819	Soils Organic Content Ignition FM 1 T-267	Test	\$ 38.17	8	\$ 305.36
817	Soils Moisture Content Laboratory (AASHTO T 265)	Test	\$ 10.00	14	\$ 140.00

Subtotal	\$ 1,284.38
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Attachment C– Subsurface Utility Locates



05/28/2024

Artem Strunnikov, P.E.
Kimley-Horn and Associates, Inc.
2 Alhambra Plaza, Suite 500
Coral Gables, FL 33134

artem.strunnikov@kimley-horn.com

Re: SW MLK Ave Drainage Improvements from SW 10th Street to Hillsboro Blvd.

Dear Mr. Strunnikov,

WGI, Inc. (WGI) is pleased to provide this proposal to Kimley-Horn and Associates, Inc. Name (CLIENT) for professional services on the above-referenced project. Our scope of services and corresponding fees are detailed below.

PROJECT UNDERSTANDING

WGI shall provide Subsurface Utility Engineering (SUE) services as detailed below, in project limits described as:

This project is located in Deerfield Beach. (Exhibit "A")

Northern Limits

From the intersection of S Martin Luther King Ave and SW 15th Street, along S Martin Luther King Avenue from the CL of S Martin Luther King Avenue to the Eastern ROW, approximately 2100 feet to the South of SW 15th Street; The entirety of the parking lot of Oveta McKeithen Recreational Complex; From the intersection of SW 2nd Avenue and S Martin Luther King Avenue, along SW 2nd Avenue from ROW to ROW approximately 620 feet. From the South West Corner of chain linked fence of Oveta McKeithen Recreational Complex football field approximately 250 feet to the north covering a corridor of the fence line to 50 feet to the East.

Southern Limits

From the intersection of SW 10th Street and S Martin Luther King Avenue, along S Martin King Luther Avenue from the CL of S Martin Luther King Avenue to the Western ROW, approximately 1350 feet North of SW 10th Street; From the intersection of S Martin Luther King Avenue and SW 7th Court, along SW 7th Court from ROW to ROW, approximately 800 Feet West of S Martin Luther King Avenue.

SUE SERVICES

I. UTILITY DESIGNATES (ASCE 38-22 QL B) \$29,585.00 Lump Sum

1. Perform an ASCE 38-22 Quality Level B field investigation (utility designation) to flag/mark the existing discoverable underground utility facilities for verification and horizontal alignment confirmation within the project limits described above. Fourteen utility owners with seventeen facilities were identified in the SSOCOF 811 Design Ticket.
 - a. Excludes sanitary cleanouts and service lines
2. Survey and map found utility facilities
3. CAD file deliverable of the designated utilities

II. UTILITY DESIGNATES (ASCE 38-22 QL B) for Sanitary Cleanouts \$11,765.00 Lump Sum

1. Perform an ASCE 38-22 Quality Level B field investigation (utility designation) to flag/mark the existing sanitary cleanouts/service lines and horizontal alignment confirmation within the project limits described above. Up to 30 sanitary cleanouts
2. Survey and map found sanitary cleanouts
3. CAD file deliverable of the sanitary cleanouts

III. UTILITY TEST HOLES (ASCE 38-22 QL A)(\$805 Per Test Hole) \$80,500 Limiting Amount

1. Perform an ASCE 38-22 Quality Level A field investigation (utility test holes) of up to 100 locations specified by the Client. WGI will provide Survey & CADD Field Test Hole Data sheets with the obtainable data; location, digital photos, utility description, depth, size, type, direction, and material for each test hole.
2. Minimum of 6 test holes to be requested per deployment
3. CAD file deliverable of test holes and a Signed and Seal PDF of Summary of Verified Utilities.

Basis of Estimate

1. WGI proposes to provide ASCE 38-22 Quality Level A investigation (test holes) on the existing utilities within the project limits. This includes exploratory (attempted) test holes, where a potential design conflict is investigated, and no utility is found.
2. Survey location of test holes is included.
3. WGI will vacuum excavate utility facilities at the proposed locations, as directed by CLIENT, and provide a depth, size and material of the facility, and then backfill the test hole with native soil, compact with a pneumatic tamper to existing grade.
4. Generally, utility facilities found by vacuum excavation can be visually exposed to a depth equal to the water table; an air lance probe will be used for deeper facilities, however, visual confirmation will not be possible for facilities lying below the water table.
5. Geophysical designating techniques, although highly reliable, are subject to outside interference, which are beyond the control of WGI, and may impede the effectiveness of subsurface utility investigations. Soil conditions, utility materials, size, depth, salt water and conductivity may prevent the location of some subsurface utilities. WGI utilizes state of the art equipment and methodology during all phases of utility investigations, but no guarantee is hereby expressed that all facilities will be detected.
6. CLIENT shall facilitate access for WGI field staff.
7. Basic work zone safety includes safety road signs and traffic cones.
8. ROW occupation permits are not included and any associated fees will be reimbursed by CLIENT.
9. Traffic control, lane closures, if needed are included.

Exclusions

1. Investigation of irrigation is not included.
2. Investigation of street/parking lighting is not included.
3. Select backfill material, flowable fill or other material not included.
4. Off duty police not included.

Exhibit "A"





Any additional optional services requested by CLIENT will be provided in accordance with WGI's hourly fee schedule in effect at the time of service, or a fixed fee to be negotiated once a scope of service is defined.

Respectfully submitted,
WGI, Inc.

Randy Ortega, PSM
Operations Manager



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2024-322

Agenda Date: 7/9/2024

Status: CITY COMMISSION
BUSINESS

In Control: City Commission

Title

Discussion and Potential Action regarding the fence between the Bernard Adams Municipal Complex and Natura HOA Property.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$68,000

Account Name: Improvements Other than Buildings (Facilities)

Account Number:001-5060-519-60-31 - \$25,000

Secondary Account Name: Improvements Other than Buildings (Sustainable Management)

Secondary Account Number:450-4551-534-60-31 - \$25,000

Tertiary Account Name: Tree Maintenance (Parks)

Tertiary Account Number: 001-7020-539-32-19 - \$18,000

Background/History

In June 2023, the City received complaints from the adjacent property owner, Natura, Inc., concerning the condition of the fence lying between their property and the Bernard Adams Municipal Complex. Staff worked in conjunction with the Chief Financial Officer to identify year-end funds to initiate a purchase order with the City's fence contractor. Funds were split 50/50 between Environmental Services Construction and Facilities and Sustainable Management. Parks and Recreation contributed towards tree maintenance to remove invasive species that had grown into the existing fence and removal of the tree stumps to permit future fence construction.

The City prepared a building permit construction package and requested a survey for the property, as required by permit. Upon receipt of the survey in November 2023, it was discovered the fence line was on Natura's property. As it was infeasible to add a fence on the southern boundary of the city property as this would encroach on an overhead powerline easement and preclude the ability to maintain the easement, it was deemed to be in the City's best interest to secure an Easement from Natura, Inc. to replace the fence in its existing location.

City staff maintained communication with Natura HOA throughout the process of securing the easement approved by Resolution 2024/033 on March 5, 2024, informed them of the type of fence anticipated and received written confirmation from them.

Current Activity

In May, upon project commencement, the City began to receive complaints from Natura residents

about construction of the city's standard 8' black vinyl coated chain link fencing. Predominant concerns included a lack of screening and a request for noise abatement of the City's adjacent operations. At the May 21, 2024, Regular City Commission meeting, the Commission requested that the City Manager provide alternative solutions. One of the primary issues expressed by Natura was that they were unaware of the product materials being used. Staff received written correspondence from Natura in January 2024, acknowledging that the proposal was not a concrete wall but chain link fence.

Staff looked at options for screening, including a windscreen, valued at \$14,300 and chain link slats, valued at \$25,875. It had been anticipated the City would install Clusia vegetative screening on the city side of the fence at an anticipated cost of \$18,750.

At the City Manager's request, staff evaluated other fence options. These include a PVC fence option and a precast concrete wall option. The PVC fence is valued at \$115,000 with an additional cost of \$11,000 for demolition of the current installed fence. The precast wall option is valued at \$240,000 with the additional cost of \$11,000 for demolition.

Recommendation

Staff recommends that the City Commission approve the current project, which includes a vegetative screening with Clusia to be installed, for the current budgeted project cost or provide direction to budget for an alternative preferred option.

RESOLUTION NO. 2024/033

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, ACCEPTING AN EASEMENT FROM NATURA, INC. RELATED TO THE REPLACEMENT OF THE SOUTHERN FENCE LOCATED ALONG THE BOUNDARY LINE AT THE BERNARD ADAMS MUNICIPAL COMPLEX; PROVIDING FOR IMPLEMENTATION, CONFLICTS AND AN EFFECTIVE DATE

WHEREAS, Natura, Inc. ("Grantor") is the owner of property located at 600 SW Natura Avenue in Deerfield Beach (the "Property"), which is adjacent to the City's Bernard Adams Municipal Complex (formerly known as the Central City Campus) (the "Complex"); and

WHEREAS, there is currently a fence on the south side of the boundary of the Complex, which fence is located on the Grantor's Property; and

WHEREAS, the City of Deerfield Beach (the "City") and Grantor desire to replace the fence on the Grantor's Property, consisting of the area depicted on Exhibit "B" of the Easement Agreement (the "Easement Property"), which is attached as Exhibit "1"; and

WHEREAS, the City has agreed to install and maintain a new fence on the Easement Property; and

WHEREAS, in order to ensure the dedication of the Easement Property to the City, it is necessary for the City to accept the Easement Agreement, attached as Exhibit "1", which will be recorded in the Public Records of Broward County; and

WHEREAS, the City Commission finds that accepting the Easement Agreement, attached as Exhibit "1", serves a municipal purpose; and

WHEREAS, the City Commission finds that acceptance of the Easement Agreement 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 approves and accepts the Easement Agreement, attached as Exhibit "1".

Section 3. The appropriate City officials are hereby authorized and directed to record the necessary documents, and to take all other necessary and expedient actions, 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.

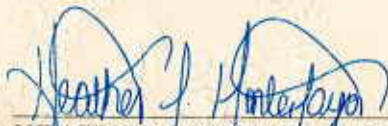
Section 5. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 5TH DAY OF MARCH, 2024.

CITY OF DEERFIELD BEACH


BILL GANZ, MAYOR

ATTEST:


HEATHER MONTEMAYOR, CITY CLERK

RESOLUTION NO. 2024/033

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, ACCEPTING AN EASEMENT FROM NATURA, INC. RELATED TO THE REPLACEMENT OF THE SOUTHERN FENCE LOCATED ALONG THE BOUNDARY LINE AT THE BERNARD ADAMS MUNICIPAL COMPLEX; PROVIDING FOR IMPLEMENTATION, CONFLICTS AND AN EFFECTIVE DATE

WHEREAS, Natura, Inc. ("Grantor") is the owner of property located at 600 SW Natura Avenue in Deerfield Beach (the "Property"), which is adjacent to the City's Bernard Adams Municipal Complex (formerly known as the Central City Campus) (the "Complex"); and

WHEREAS, there is currently a fence on the south side of the boundary of the Complex, which fence is located on the Grantor's Property; and

WHEREAS, the City of Deerfield Beach (the "City") and Grantor desire to replace the fence on the Grantor's Property, consisting of the area depicted on Exhibit "B" of the Easement Agreement (the "Easement Property"), which is attached as Exhibit "1"; and

WHEREAS, the City has agreed to install and maintain a new fence on the Easement Property; and

WHEREAS, in order to ensure the dedication of the Easement Property to the City, it is necessary for the City to accept the Easement Agreement, attached as Exhibit "1", which will be recorded in the Public Records of Broward County; and

WHEREAS, the City Commission finds that accepting the Easement Agreement, attached as Exhibit "1", serves a municipal purpose; and

WHEREAS, the City Commission finds that acceptance of the Easement Agreement 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:

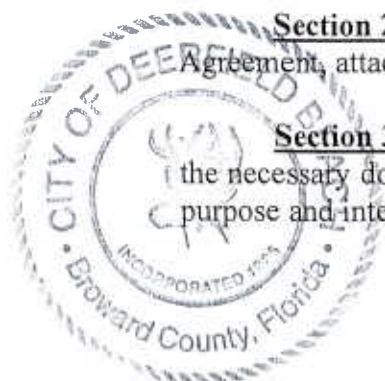
Section 1. The above referenced "Whereas" clauses are true and correct and made a part of this Resolution.

Section 2. The City Commission hereby approves and accepts the Easement Agreement, attached as Exhibit "1".

Section 3. The appropriate City officials are hereby authorized to execute and to execute the necessary documents, and to take all other necessary and expedient actions, to effectuate the purpose and intent of this Resolution.

HEREBY CERTIFY THAT THE ABOVE AND FOREGOING IS A TRUE AND CORRECT COPY FROM THE RECORDS IN THE CITY CLERK'S OFFICE, CITY OF DEERFIELD BEACH, FLORIDA.

HEATHER MONTEMAYOR, CMC
CITY CLERK

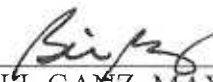


Section 4. All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

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

PASSED AND ADOPTED THIS 5TH DAY OF MARCH, 2024.

CITY OF DEERFIELD BEACH



BILL GANZ, MAYOR

ATTEST:



HEATHER MONTEMAYOR, CITY CLERK

This instrument prepared by:

Debra Reese, Esq.
Weiss Serota Helfman Cole Bierman
2255 Glades Road, Suite 200-E
Boca Raton, Florida 33431

EASEMENT AGREEMENT

This Easement Agreement (the "Agreement") is made and entered into this 5th day of March, 2024, by and between Natura, Inc., a Florida not-for-profit corporation ("Grantor") and the City of Deerfield Beach, a municipal corporation of the State of Florida ("City"), each of whom may be referred to herein as a "Party" or collectively as the "Parties".

WHEREAS, Grantor is the owner of certain real property located in the City of Deerfield Beach, Broward County, Florida, as more specifically described in Exhibit "A," attached hereto and incorporated by reference, hereinafter referred to as the "Property;" and

WHEREAS, the Property is adjacent to the City's Central Campus (the "Campus") located at 401 S.W. 4th St. Deerfield Beach, FL 33441 and there currently is a fence on the south side of the City's Campus which is the Grantor's Property; and

WHEREAS, the Parties desire to replace the fence on the Grantor's Property (the "Easement Property"), consisting of the area depicted on the attached Exhibit "B"; ; and

WHEREAS, the City has agreed to install and maintain a new fence on the Easement Property.

IN CONSIDERATION OF the foregoing facts, the mutual covenants and agreements set forth below, and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged by the Parties, intending to be legally bound, hereby agree as follows:

1. **Easement.** Subject to all times to the terms and conditions set forth in this Agreement, Grantor hereby grants to the City, a non-exclusive perpetual easement for the use of the Easement Property to install, access, use, repair, maintain, or replace those certain improvements (as defined in Paragraph 2 herein) located on and within in the Easement Property.

2. **Use.** The City shall use and occupy the Easement Property for the placement, installation, maintenance, repair, and replacement of a fence (the "Improvements") and for absolutely no other use or purpose whatsoever (the "Permitted Use").

3. **Installation and Maintenance.** City shall install the Improvements at its sole expense and shall be responsible for all costs and expenses associated with the continued maintenance and repair of the Improvements, and for keeping the same installed, repaired, replaced, and maintained in a clean, safe condition. In the event the City removes the Improvements from the Easement Property, the City shall restore the surface condition of the Easement Property to the condition

existing prior to the installation thereof. If the City fails to perform any of its obligations hereunder, Grantor shall have the right, but not the obligation, upon thirty (30) days' written notice to the City to cure such failure.

4. **Inspections and Repairs.** Following the initial installation of the Improvements, the City shall perform periodic inspections of the Improvements, not less than every six (6) months, or within ten (10) days of Grantor's written request, to ascertain that all Improvements are in good condition. The City shall replace any part of the Improvements that the City determines requires repair or replacement. Such Improvements may be removed by the City at any time during the Term (as defined in Paragraph 6.7 herein), and shall be removed by the City upon expiration thereof. The City agrees to repair any damage to the Easement Property, or Grantor's Property, resulting from the removal of such Improvements, if such damage was caused by City. In the event that City fails to remove any such Improvements within thirty (30) days after such expiration or termination of this Agreement, then said Improvements shall be deemed abandoned by the City and shall automatically become the Property of the Grantor, and Grantor may possess, use, dispose of, and otherwise enjoy all beneficial incidents of ownership thereof, and Grantor shall be responsible for upkeeping the Improvements in good repair, and maintain said Improvements at Grantor's sole expense. The City shall provide Grantor within not less than five (5) days advance written notice of its proposed schedule for removal and restoration activities.

5. **Termination.** This Agreement shall be deemed automatically terminated upon the occurrence of any of the following events:

a. **Default.** Any failure of performance by the City of its obligations under the terms of this Agreement, provided Grantor shall have given the City at least thirty (30) days advance written notice of the failure, and the failure shall not have been cured within thirty (30) days from the time of notice.

b. **Termination for Convenience.** In the event that this easement is not longer required by the City, City shall have the right to terminate this Agreement by notifying Grantor, in writing, at least thirty (30) days prior to such termination.

6. **Miscellaneous Provisions.**

6.1 **Notices.** All notices, requests, demands and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly give when received if personally delivered, if sent by email, or if sent by recognized delivery service. In each case, notice shall be sent to:

If to the City:	David Santucci, City Manager
	City of Deerfield Beach, Florida
	150 NE 2 nd Avenue
	Deerfield Beach, Florida 33431

With a Copy to; Anthony C. Soroka, Esq.
City Attorney
2255 Glades Road Suite 200-E
Boca Raton, Florida 33431

If to Grantor: Kaye Bender Rembaum
Registered Agent
Natura, Inc.
1200 Park Central Blvd. S
Pompano Beach, Fl 33064

With a Copy to: Francis Couture, President
Natura, Inc.
600 SW Natura Avenue
Deerfield Beach, Fl 33441

6.2 No Waiver. The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach thereof or the waiver of any breach of any other provision of this Agreement.

6.3 Severability. If any covenant or provision of this Agreement is determined to be invalid, illegal or incapable of being enforced, all other covenants and provisions of this Agreement shall, nevertheless, remain in full force and effect, and no covenant or provision shall be dependent upon any other covenant or provision unless so expressed herein.

6.4 Amendment. This Agreement may only be amended by an instrument in writing signed by both the parties.

6.5 Jurisdiction; Venue. This Agreement shall be construed in accordance with the laws of the State of Florida and the exclusive venue of any legal proceedings shall be in Broward County, Florida, if the action is commenced in state court. If any action is commenced in federal court, then the exclusive venue shall be in the United States District Court for the Southern District of Florida.

6.6 Sovereign Immunity. Nothing contained herein shall operate or be construed as a waiver of the City's sovereign immunity with respect to third parties.

6.7 Recording and Term. This Agreement shall be effective upon execution by the parties and shall be recorded in the public records of Broward County, Florida. If the easement granted shall be terminated for any reason, Grantor and City agree to cooperate in preparing and recording an appropriate instrument reflecting the extinguishment of the easement. This Agreement is to run with the land and shall be binding on all parties and all persons claiming under it, including Grantor's successors in interest, for a period of thirty (30) years from the date this Agreement is recorded (the "Term"), after

which the Term shall be extended automatically for successive periods of ten (10) years each, unless otherwise terminated or amended as provided herein.

6.8 Binding Agreement. The provisions of this Agreement shall inure to the benefit of, and shall be binding upon, the parties thereto, and their respective heirs, devisees, personal representatives, successors, transferees, and assigns.

6.9 Authorized Parties. Each of the undersigned warrants and represents that he or she is authorized to execute this Agreement on behalf of the entity identified.

IN WITNESS WHEREOF, the Parties hereto have executed this instrument as of the date and year first set forth above.

ATTEST:

Joyce A. Ryan
Corporate Secretary

Natura, Inc.

By: Francis Couture
Signature
Print Name: Francis Couture
Title: PRESIDENT

STATE OF FLORIDA)
)
COUNTY OF Broward)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 12 day of March, 2024 by Francis Couture, as President of Natura, Inc. (He/She is personally known) to me or has produced _____ as identification.



Regina Johnston
(Signature of person taking acknowledgment)

Regina Johnston
(Name typed, printed or stamped)
Property Manager
(Title or rank)

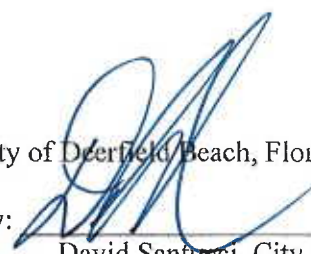
(Serial number, if any)

ATTEST:


Heather Montemayor, City Clerk

City of Deerfield Beach, Florida

By:


David Santucci, City Manager

STATE OF FLORIDA)

COUNTY OF Broward)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 14th day of MARCH, 2024 by David Santucci, as City Manager of City of Deerfield Beach. He/She is personally known to me or has produced _____ as identification.




(Signature of person taking acknowledgment)

(Name typed, printed or stamped)

(Title or rank)

(Serial number, if any)

EXHIBIT "A"
The Property

Property Address: 600 SW Natura Avenue
Deerfield Beach, Florida 33441

Folio Number: 4842 01 11 0600

Legal Description: 1-48-42 Comm At Center of Sec, WLY 333.26 SLY 58.91 To Pt of Curve, SLY & ELY AGL ARC OF CURVE 561.60, NELY 222.67 To Pt. of Curve, ELY 44.41 ALG ARC OF CURVE, NWLY 84.21 to POB, CONT NLY 72.82, NELY 26.19, NWLY 89.49, WLY 85.80, SELY 154.17 ELY 77.15 TO POB AKA PARCEL G LESS PARCEL NO.175-, S-177.

EXHIBIT "B"
EASEMENT PROPERTY
SKETCH

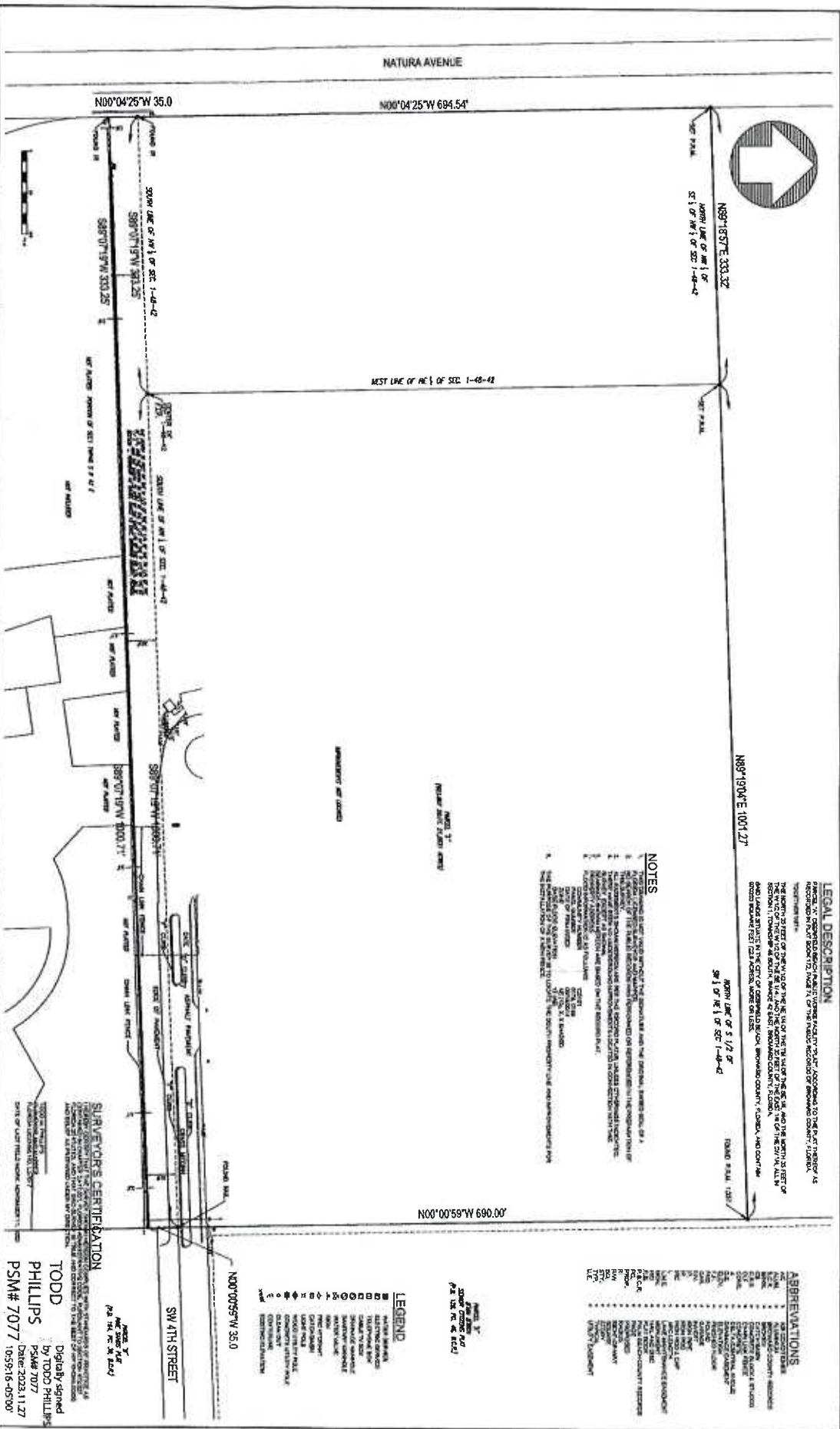
PHILLIPS
SURVEYING & MAPPING
225 S. GOLF LINK BLVD
DEERFIELD BEACH, FL 33442
TEL: (561) 255-0111
WWW.PHILLIPSMAPPING.COM

SPECIFIC PURPOSE SURVEY
BOUNDARY SURVEY
CITY OF DEERFIELD BEACH
CENTRAL CAMPUS

NO.	DATE	BY	DESCRIPTION
1			

TODD
Phillips
PSM# 7077
Date: 2023.11.27

Digitally signed
by TODD PHILLIPS
PSM# 7077
Date: 2023.11.27
105916-0500



N89°18'57"E 333.32'
N89°19'06"E 1004.27'

N89°18'57"E 333.32'
N89°19'06"E 1004.27'

N89°18'57"E 333.32'
N89°19'06"E 1004.27'

N89°18'57"E 333.32'
N89°19'06"E 1004.27'

N89°18'57"E 333.32'
N89°19'06"E 1004.27'

NOTES

1. The survey was conducted in accordance with the Florida Statutes, Chapter 218, and the Florida Board of Surveying and Mapping, Rule 61C1-2.01.
2. The survey was conducted on the basis of the best available information, including the Florida State Plane Coordinate System, NAD 83.
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9. The survey was conducted on the basis of the best available information, including the Florida State Plane Coordinate System, NAD 83.
10. The survey was conducted on the basis of the best available information, including the Florida State Plane Coordinate System, NAD 83.

ABBREVIATIONS

AC	As-Crossed
AD	As-Divided
AE	As-Existing
AF	As-Future
AG	As-Gravel
AH	As-Highway
AI	As-Improved
AJ	As-Job
AK	As-Known
AL	As-Local
AM	As-Main
AN	As-Natural
AO	As-Old
AP	As-Proposed
AQ	As-Quick
AR	As-Road
AS	As-Survey
AT	As-Top
AV	As-Valley
AW	As-Water
AX	As-Work
AY	As-Yield
AZ	As-Zone
BA	As-Bank
BB	As-Bottom
BC	As-Base
BD	As-Bed
BE	As-Belt
BF	As-Belt
BG	As-Belt
BH	As-Belt
BI	As-Belt
BJ	As-Belt
BK	As-Belt
BL	As-Belt
BM	As-Belt
BN	As-Belt
BO	As-Belt
BP	As-Belt
BQ	As-Belt
BR	As-Belt
BS	As-Belt
BT	As-Belt
BU	As-Belt
BV	As-Belt
BW	As-Belt
BX	As-Belt
BY	As-Belt
BZ	As-Belt
CA	As-Cave
CB	As-Cave
CC	As-Cave
CD	As-Cave
CE	As-Cave
CF	As-Cave
CG	As-Cave
CH	As-Cave
CI	As-Cave
CJ	As-Cave
CK	As-Cave
CL	As-Cave
CM	As-Cave
CN	As-Cave
CO	As-Cave
CP	As-Cave
CQ	As-Cave
CR	As-Cave
CS	As-Cave
CT	As-Cave
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FF	As-Fence
FG	As-Fence
FH	As-Fence
FI	As-Fence
FJ	As-Fence
FK	As-Fence
FL	As-Fence
FM	As-Fence
FN	As-Fence
FO	As-Fence
FP	As-Fence
FQ	As-Fence
FR	As-Fence
FS	As-Fence
FT	As-Fence
FU	As-Fence
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FY	As-Fence
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GZ	As-Grass
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HB	As-Hill
HC	As-Hill
HD	As-Hill
HE	As-Hill
HF	As-Hill
HG	As-Hill
HH	As-Hill
HI	As-Hill
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IQ	As-Inlet
IR	As-Inlet
IS	As-Inlet
IT	As-Inlet
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JI	As-Jail
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JK	As-Jail
IL	As-Jail
IM	As-Jail
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IO	As-Jail
IP	As-Jail
IQ	As-Jail
IR	As-Jail
IS	As-Jail
IT	As-Jail
IU	As-Jail
IV	As-Jail
IW	As-Jail
IX	As-Jail
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IZ	As-Jail
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KD	As-Kitchen
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KU	As-Kitchen
KV	As-Kitchen
KW	As-Kitchen
KX	As-Kitchen
KY	As-Kitchen
KZ	As-Kitchen
LA	As-Lake
LB	As-Lake
LC	As-Lake
LD	As-Lake
LE	As-Lake
LF	As-Lake
LG	As-Lake
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LI	As-Lake
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NY	As-Natural
NZ	As-Natural
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OB	As-Old
OC	As-Old
OD	As-Old
OE	As-Old
OF	As-Old
OG	As-Old
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OI	As-Old
OJ	As-Old
OK	As-Old
OL	As-Old
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ON	As-Old
OO	As-Old
OP	As-Old
OQ	As-Old
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OS	As-Old
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OU	As-Old
OV	As-Old
OW	As-Old
OX	As-Old
OY	As-Old
OZ	As-Old
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PB	As-Proposed
PC	As-Proposed
PD	As-Proposed
PE	As-Proposed
PF	As-Proposed
PG	As-Proposed
PH	As-Proposed
PI	As-Proposed
PJ	As-Proposed
PK	As-Proposed
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PR	As-Proposed
PS	As-Proposed
PT	As-Proposed
PU	As-Proposed
PV	As-Proposed
PW	As-Proposed
PX	As-Proposed
PY	As-Proposed
PZ	As-Proposed
QA	As-Quick
QB	As-Quick
QC	As-Quick
QD	As-Quick
QE	As-Quick
QF	As-Quick
QG	As-Quick
QH	As-Quick
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QL	As-Quick
QM	As-Quick
QN	As-Quick
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QP	As-Quick
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QS	As-Quick
QT	As-Quick
QU	As-Quick
QV	As-Quick
QW	As-Quick
QX	As-Quick
QY	As-Quick
QZ	As-Quick
RA	As-Road
RB	As-Road
RC	As-Road
RD	As-Road
RE	As-Road
RF	As-Road
RG	As-Road
RH	As-Road
RI	As-Road
RJ	As-Road
RK	As-Road
RL	As-Road
RM	As-Road
RN	As-Road
RO	As-Road
RP	As-Road
RQ	As-Road
RR	As-Road
RS	As-Road
RT	As-Road
RU	As-Road
RV	As-Road
RW	As-Road
RX	As-Road
RY	As-Road
RZ	As-Road
SA	As-Survey
SB	As-Survey
SC	As-Survey
SD	As-Survey
SE	As-Survey
SF	As-Survey
SG	As-Survey
SH	As-Survey
SI	As-Survey
SJ	As-Survey
SK	As-Survey
SL	As-Survey
SM	As-Survey
SN	As-Survey
SO	As-Survey
SP	As-Survey
SQ	As-Survey
SR	As-Survey
SS	As-Survey
ST	As-Survey
SU	As-Survey
SV	As-Survey
SW	As-Survey
SX	As-Survey
SY	As-Survey
SZ	As-Survey
TA	As-Top
TB	As-Top
TC	As-Top
TD	As-Top
TE	As-Top
TF	As-Top
TG	As-Top
TH	As-Top
TI	As-Top
TJ	As-Top
TK	As-Top
TL	As-Top
TM	As-Top
TN	As-Top
TO	As-Top
TP	As-Top
TQ	As-Top
TR	As-Top
TS	As-Top
TT	As-Top
TU	As-Top
TV	As-Top
TW	As-Top
TX	As-Top
TY	As-Top
TZ	As-Top
UA	As-Under
UB	As-Under
UC	As-Under
UD	As-Under
UE	As-Under
UF	As-Under
UG	As-Under
UH	As-Under
UI	As-Under
UJ	As-Under
UK	As-Under
UL	As-Under
UM	As-Under
UN	As-Under
UO	As-Under
UP	As-Under
UQ	As-Under
UR	As-Under
US	As-Under
UT	As-Under
UU	As-Under
UV	As-Under
UW	As-Under
UX	As-Under
UY	As-Under
UZ	As-Under
VA	As-Valley
VB	As-Valley
VC	As-Valley
VD	As-Valley
VE	As-Valley
VF	As-Valley
VG	As-Valley
VH	As-Valley
VI	As-Valley
VJ	As-Valley
VK	As-Valley
VL	As-Valley
VM	As-Valley
VN	As-Valley
VO	As-Valley
VP	As-Valley
VQ	As-Valley
VR	As-Valley
VS	As-Valley
VT	As-Valley
VU	As-Valley
VV	As-Valley
VW	As-Valley
VX	As-Valley
VY	As-Valley
VZ	As-Valley
WA	As-Water
WB	As-Water
WC	As-Water
WD	As-Water
WE	As-Water
WF	As-Water
WG	As-Water
WH	As-Water
WI	As-Water
WJ	As-Water
WK	As-Water
WL	As-Water
WM	As-Water
WN	As-Water
WO	As-Water
WP	As-Water
WQ	As-Water
WR	As-Water
WS	As-Water
WT	As-Water
WU	As-Water
WV	As-Water
WW	As-Water
WX	As-Water
WY	As-Water
WZ	As-Water
XA	As-Work
XB	As-Work
XC	As-Work
XD	As-Work
XE	As-Work
XF	As-Work
XG	As-Work
XH	As-Work
XI	As-Work
XJ	As-Work
XK	As-Work
XL	As-Work
XM	As-Work
XN	As-Work
XO	As-Work
XP	As-Work
XQ	As-Work
XR	As-Work
XS	As-Work
XT	As-Work
XU	As-Work
XV	As-Work
XW	As-Work
XX	As-Work
XY	As-Work
XZ	As-Work
YA	As-Yield
YB	As-Yield
YC	As-Yield
YD	As-Yield
YE	As-Yield
YF	As-Yield
YG	As-Yield
YH	As-Yield
YI	As-Yield
YJ	As-Yield
YK	As-Yield
YL	As-Yield
YM	As-Yield
YN	As-Yield
YO	As-Yield
YP	As-Yield
YQ	As-Yield
YR	As-Yield
YS	As-Yield
YT	As-Yield
YU	As-Yield
YV	As-Yield
YW	As-Yield
YX	As-Yield
YY	As-Yield
YZ	As-Yield
ZA	As-Zone
ZB	As-Zone
ZC	As-Zone
ZD	As-Zone
ZE	As-Zone
ZF	As-Zone
ZG	As-Zone
ZH	As-Zone
ZI	As-Zone
ZJ	As-Zone
ZK	As-Zone
ZL	As-Zone
ZM	As-Zone
ZN	As-Zone
ZO	As-Zone
ZP	As-Zone
ZQ	As-Zone
ZR	As-Zone
ZS	As-Zone
ZT	As-Zone
ZU	As-Zone
ZV	As-Zone
ZW	As-Zone
ZX	As-Zone
ZY	As-Zone
ZZ	As-Zone



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2024-333

Agenda Date: 7/9/2024

Status: CITY COMMISSION
BUSINESS

In Control: City Commission

Title

Discussion regarding the selection of a voting delegate to the Florida League of Cities 2024 Annual Conference from August 15 - 17, 2024.

Recommended Action

Motion on decision of Commission

Background/History

The Florida League of Cities (FLC) has an annual event, whereby, each municipality chooses a voting delegate. Commissioner Hudak has served as the delegate since 2019.

Current Activity

The FLC has requested the selection of a voting delegate for the 2024 Annual Conference in Hollywood, Florida, from August 15 - 17, 2024. Upon selection, the appropriate form will be completed and must be returned by July 31, 2024.



To: Key Official

From: Eryn Russell, Florida League of Cities

Date: June 10, 2024

Subject: 2024 Annual Conference Voting Delegate Information

The Florida League of Cities Annual Conference will be held at the Diplomat Beach Resort in Hollywood, Florida, from August 15-17, 2024. This conference will provide valuable educational opportunities to help Florida's municipal officials serve their citizenry more effectively.

We ask that each member municipality sending delegates to the Annual Conference designate one of their officials to cast their votes at the Annual Business Session, which will be held on **Saturday, August 17**. Election of League leadership and adoption of resolutions are undertaken during the business meeting. One official from each municipality will vote on matters affecting the League.

In accordance with the League's by-laws, each municipality's vote is determined by population, and the League will use the Estimates of Population from the University of Florida.

Conference registration materials were sent to each municipality via the League's e-newsletter and are available online at flcities.com.

If you have any questions about voting delegates, please email erussell@flcities.com.
Voting delegate forms must be received by the League no later than July 31, 2024.

Attachments: Form Designating Voting Delegate



**2024 Annual Conference
Florida League of Cities, Inc.
August 15-17, 2024
Hollywood, Florida**

It is important that each member municipality sending delegates to the Annual Conference of the Florida League of Cities designate one of their officials to cast their votes at the Annual Business Session. League By-Laws require each municipality to select one person to serve as the municipality's voting delegate. *Municipalities do not need to adopt a resolution to designate a voting delegate.*

Please fill out this form and return it to the League office so that your voting delegate may be properly identified. **Voting delegate forms must be received by the League no later than July 31, 2024.**

Designation of Voting Delegate

Name of Voting Delegate: _____

Title: _____

Delegate Email: _____

Municipality of: _____

AUTHORIZED BY:

Name

Title

Return this form to:

Eryn Russell
Florida League of Cities, Inc.
Post Office Box 1757
Tallahassee, FL 32302-1757
Email: erussell@flcities.com