



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
October 1, 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: September 9, 2024

ACKNOWLEDGEMENT OF CITY BOARD MINUTES

Marine Advisory Board Meeting Minutes

Attachment: June 20, 2024

Code Compliance Meeting Minutes

Attachment: August 13, 2024

APPROVAL OF THE AGENDA

October 1, 2024

ZOOM INFORMATION

Join Zoom Meeting by clicking the below link:

<https://deerfield-beach.zoom.us/j/83040341851?pwd=Y7YzdGR4kMI8A4RtWRczLcXGi7gPT.1>

Join Zoom Meeting via telephone by dialing:

Call-in Number: (301) 715-8592

Meeting ID: 830 4034 1851#

Participant ID: #

Passcode: 609705#

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

Attachment: Zoom Instructions

AWARDS & RECOGNITION

- 1. Proclamation presented to city staff in recognition of “Florida League of Cities Government Week.”**

Sponsor: Vice Mayor Todd Drosky & Department of Community Services

- 2. Proclamation presented to the VoLo Foundation in recognition of “Florida Climate Week.”**

Sponsor: Department of Sustainable Management

- 3. Certificate of Recognition presented by Captain Hofstein to BSO Law Enforcement staff and introduction of School Resource Deputies.**

Sponsor: BSO - Law Enforcement

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, approving a work authorization with Craig A. Smith & Associates, LLC, to provide professional engineering services for the 8th Avenue Area Stormwater Capital Improvement Project in an amount not to exceed \$118,070.00; providing for execution and an effective date. (Funds from Account #462-300-360-3800-000-53800-506530 - Stormwater Capital Fund/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: Craig A. Smith & Associates, LLC

- 5. Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the award of Request for Proposals for wholesale compressed natural gas; authorizing the issuance of a purchase order to Interconn Resources, LLC, the lowest priced responsive and responsible bidder, for CNG for a one-year term; providing for implementation and an effective date. (Funds from Account #450-340-34000-0000-503812 - Compressed Natural Gas)**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Sustainable Management

Attachment: Interconn Resources, LLC

6. **Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the award of ITB #24-19-VP for tire services and mounted wheel program on an as-needed basis to Earl W. Colvard, Inc. d/b/a Boulevard Tire Center in an annual amount not to exceed \$200,000.00; authorizing execution of a contract with Boulevard Tire Center for a three-year term, with the option to renew for an additional two-year term; and providing an effective date. (Funds from Account #450-340-34000-0000-503807 - Solid Waste/Recycle Tires)**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Sustainable Management

Attachment: Boulevard Tire Center

7. **Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving Contract #JA125-06-2025 with the Areawide Council on Aging of Broward County, Inc., for the Older Americans Act Program in an amount not to exceed \$192,840.00 and a city matching fund contribution of \$83,791.23 for a total program funding of \$276,631.23; authorizing execution of the Contract; providing for implementation and an effective date. (Funds from Account #100-000-640-0000-33169-331698 - General Fund/Senior Citizens Grant & Account #100-000-640-0000-33169-331699 - General Fund/Title III E Federal Grant)**

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: Older Americans Act Program

8. **Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an amendment to the Hazard Mitigation Subgrant Agreement with the Florida Division of Emergency Management to reinstate and extend the term of the Agreement for Phase II of the City Hall Wind Retrofit and Drainage Project to February 28, 2025 and accept an increase of the grant award amount for a total grant amount of \$2,005,676.58; authorizing execution of the Amendment; and providing for an effective date. (Funds from Account #358-5060-519-61-12 - City Hall Bond)**

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: Hazard Mitigation Subgrant Agreement

- 9. Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Third Amendment to the Interlocal Agreement with Broward County for Community Shuttle Services to extend the term of the agreement to September 30, 2025; authorizing execution of the Third Amendment; providing for implementation and an effective date. (*Funds from Account #100-640-00000-0000-366520 - General Fund/Deerfield Express*)**

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: Community Shuttle Services

DEPARTMENTAL BUSINESS

- 10. Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, accepting the fiscal year 2024 Community Project Funding Grant Administered by the U.S. Department of Housing and Urban Development (HUD) for the Martin Luther King, Jr. Avenue Stormwater Project in the amount of \$1,500,000.00; approving and authorizing execution of a grant agreement with HUD and any and all other required documents for the Grant; providing for implementation and an effective date.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Community Services

Attachment: MLK Jr. Avenue Stormwater Project

COMMENTS BY ADMINISTRATION & LEGAL

COMMENTS BY MAYOR & CITY COMMISSION

ADJOURNMENT

FUTURE CITY COMMISSION MEETINGS

Regular City Commission Meeting - Tuesday, October 15, 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

Monday, September 9, 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 7:01 p.m., in the City Commission Chambers, City Hall, Deerfield Beach.

Present:

Commissioner Michael Hudak - *via phone (Tardy)*
Commissioner Bernie Parness
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

Mayor Ganz asked that everyone keep Rhonda Quinn, longtime city employee who recently passed, in their thoughts and prayers. Thereafter, there was a moment of silence, followed by the Pledge of Allegiance.

APPROVAL OF CITY COMMISSION MINUTES

Budget Workshop Minutes - June 12, June 13, & August 28, 2024

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

Yeas: 4 - Commissioner Parness, Commissioner Preston, Vice Mayor Drosky, and Mayor Ganz
Nays: 0

ACKNOWLEDGEMENT OF CITY BOARD MINUTES

Non-Uniformed Employees Retirement Fund Meeting Minutes - May 13, 2024
Community Redevelopment Agency Meeting Minutes - June 11 & August 20, 2024
Code Compliance Meeting Minutes - July 9, 2024
Hillsboro Inlet District Meeting Minutes - July 15, 2024
Community Appearance Board Meeting Minutes - July 24, 2024

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

Yeas: 4 - Commissioner Parness, Commissioner Preston, Vice Mayor Drosky, and Mayor Ganz
Nays: 0

APPROVAL OF CITY COMMISSION AGENDA

September 9, 2024

APPROVAL OF CITY COMMISSION AGENDA - CONTINUED

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

Yeas: 4 - Commissioner Parness, Commissioner Preston, Vice Mayor Drosky, and Mayor Ganz
Nays: 0

After the approval of the agenda, Vice Mayor Drosky requested that Item 25 be deferred until September 23, 2024 since the survey results were just received today.

MOTION was made by Vice Mayor Drosky, seconded by Commissioner Parness, to defer Item 25 to September 23, 2024. Voice Vote:

Yeas: 4 - Commissioner Parness, Commissioner Preston, Vice Mayor Drosky, and Mayor Ganz
Nays: 0

AWARDS & RECOGNITION

1. Proclamation presented to the League of Women Voters in recognition of Suicide Prevention Awareness Month.

Mayor Ganz presented a proclamation to Pam Militello, Broward League of Women Voters, in recognition of Suicide Prevention Awareness Month.

Ms. Militello thanked the City Commission for the recognition.

2. Certificate of Recognition presented to Eileen Sharkey, Entrepreneurship Program participant, for her outstanding achievement.

Mayor Ganz presented a certificate to Eileen Sharkey for her participation in the Entrepreneurship Program.

Ms. Sharkey thanked the City for offering free community classes.

3. Proclamation presented to the Department of Community Services in recognition of National Senior Center Month.

Mayor Ganz presented a proclamation to Jonathan Salas, Director of Community Services, in recognition of National Senior Center Month.

4. Certificate of Recognition presented to Deerfield Beach lifeguards for their participation in the USLA National Lifeguard Championships.

Mayor Ganz presented certificates to the Deerfield Beach Ocean Rescue staff in recognition of their recent achievement at the USLA National Lifeguard Championships.

Chief Brown commended his lifeguards for a job well done.

5. Special Recognition by Captain Hofstein to Deputy James Nichols and the BSO PAL ELITE Track and Boxing Clubs.

Captain Hofstein introduced Deputy James Nichols.

Deputy Nichols thanked the City Commission for ensuring that the youth is provided the resources they need. Thereafter, he recognized the BSO PAL Elite Track and Field and Boxing Clubs.

Commissioner Hudak arrived at 7:09 p.m.

BUDGET & MILLAGE PUBLIC HEARINGS

6. **ORDINANCE 2024/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, ADOPTING THE MILLAGE RATE TO BE LEVIED BY THE CITY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024 AND ENDING SEPTEMBER 30, 2025; STATING THE PERCENTAGE CHANGE BY WHICH THE MILLAGE RATE EXCEEDS THE ROLLED-BACK RATE AS COMPUTED PURSUANT TO SECTION 200.065, FLORIDA STATUTES; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.**

Anthony Soroka, City Attorney, advised that Items 6 and 7 will be discussed simultaneously but voted on separately; thereafter, he read both titles into the record. Additionally, the proposed operating millage rate for fiscal year 2025 is 6.0018 mills, which is 8.90% more than the rolled back rate of 5.5112 mills calculated pursuant to State law. The voted debt service millage is equal to .1833, for a total proposed millage rate of 6.1851.

David Santucci, City Manager, and Horace McHugh, Deputy City Manager, highlighted a brief presentation, which was given during the August 28, 2024 Budget Workshop, whereby, the only change that has occurred is a \$99,050 reduction in a budgeted position in the Budget & Performance Management Division due to a position being eliminated.

Continuing, Mr. Santucci stated that the total tax obligation for a \$248,648 FY25 single-home is \$5,378.94; whereby, the City of Deerfield Beach only receives \$1,862.91 annually.

Commissioner Parness temporarily left the meeting at 8:22 p.m. and returned at 8:24 p.m.

Mayor Ganz opened the public hearing.

Dave Goldman, 517 SE 7th Avenue, Deerfield Beach, asked for clarification on the increase on the health insurance premium. Thereafter, he said the SE 8th Avenue Stormwater Project is a waste of money.

Lucia Delgenio, 707 N. Shore Drive, Deerfield Beach, said the FY25 budget references citizens as customers under the strategic goals, and asked that it be rephased to residents, as customers are tourists. Although the millage rate has decreased, she suggested bringing developers onto Dixie Highway, so the millage rate can be decreased further and the dilapidated areas can be recreated. Thereafter, she commented on the increase in property taxes and insurance premiums, and asked for clarification in the lifeguard shift changes. She suggested that park improvements be completed through community fundraisers, as it might help decrease costs. Lastly, she said the Commission must prioritize projects, and makes cuts where needed.

Roger Freitag, 418 SE 2nd Street, Deerfield Beach, asked for clarification on the \$30,000 that was spent on travel and lunch expenses for the Commission, \$38,000 that was spent on the term limit referendum, \$1 million of sand that remains at the Bernard Adams Municipal Complex, and the \$118 million in outstanding code compliance violations.

Dan Herz, 330 SE 19th Avenue, Deerfield Beach, commented on the increase in property taxes, other cities millage rates, etc.

Mayor Ganz closed the public hearing.

Mr. Santucci said there will not only be an increase in premiums because the City is self-insured, but the claims will also increase.

In response to Mayor Ganz's questions, Mr. Santucci replied that premiums always trend upward, but this year is significant; nonetheless, once the claims are resolved, the overall costs should decrease. Further, the stormwater projects are not funded through the General Fund, but Stormwater Fund.

Mayor Ganz said many would love to see major developments come to Dixie Highway, but unfortunately, it is privately owned by multiple individuals; nevertheless, when new development projects do come forward, people say they don't want it. Further, he is unsure of the value of the sand, which was free, and provided a brief explanation of what the travel for the Commission is used for. Thereafter, Mayor Ganz provided a

BUDGET & MILLAGE PUBLIC HEARINGS - CONTINUED

brief overview of why the code violations are so high, which is standard for most cities.

In response to Mayor Ganz's question, Mr. Soroka replied that the City cannot foreclose on a homesteaded property.

In response to Mayor Ganz's question, Mr. Santucci replied that if a person's taxable value did not increase based on the City's millage rate, then a person's taxes would not increase.

Mayor Ganz stated that if someone sees an increase in their taxes based on the City's millage rate, it's because of the increase in the individual's property value. Thereafter, he briefly commented on Delray Beach's millage rate, and the importance of providing quality services to Deerfield Beach's residents and visitors.

Commissioner Preston said the code violations in other cities is actually higher, as the money just continues to accrue. Thereafter, he commented on the amnesty program, which he believes is a fantastic idea.

Vice Mayor Drosky thanked Mr. Santucci and staff for the detailed information. Further, he said there are many positives outlined in the budget, i.e. the Centennial event, landscaping, etc. Thereafter, he commented on the medians near Hillsboro and I-95, which are not maintained by the City, but Home Depot. The negatives outlined in the budget are those the City has no control over, i.e. fire and police costs, health insurance, etc. Vice Mayor Drosky stated that during his conversations with residents throughout the City, he found out that they strongly support City services and public safety, and the condominium owners expressed concerns with the Surfside legislation and the increase in assessments; therefore, he stated that more of a relief needs to be given. Currently, the City has 435 employees and the FY25 budget includes seven new positions, which he is opposed to, as he does not believe there is enough justification. Lastly, he commended staff for a job well done on the budget, as he knows the amount of work that goes into the preparation.

In response to Mayor Ganz's comment, Mr. Santucci briefly commented on the lifeguard shift changes, which will allow the lifeguards to man the towers after 5:00 p.m.

MOTION was made by Commissioner Parness, seconded by Commissioner Preston, to approve Item 6 on first reading. Roll Call:

Yeas: 4 - Commissioner Hudak, Commissioner Parness, Commissioner Preston, and Mayor Ganz
Nays: 1 - Vice Mayor Drosky

7. ORDINANCE 2024/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, ADOPTING THE FINAL BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024 AND ENDING SEPTEMBER 30, 2025; AUTHORIZING ENCUMBRANCES AND CARRY FORWARD OF FUNDING TO FULFILL OUTSTANDING PURCHASE ORDERS; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

Mayor Ganz opened the public hearing.

Dan Herz, 330 SE 19th Avenue, Deerfield Beach, said although he can afford the increase in taxes, many cannot. Thereafter, he commented on code compliance services, the 1045 property, police and fire retirees, etc.

Mayor Ganz closed the public hearing.

In response to Mayor Ganz's question, David Santucci, City Manager, replied that the contract for code compliance services expires next year. Further, he and the City Attorney will be meeting with the police pension board for mediation later this month.

Mayor Ganz stated that the City has two appointments on the Fire Pension Board, whereby, the City has no control of the decisions they make. Further, he said the decision to go into a define pension program was made many years ago, and unfortunately, there is nothing the City can do. Thereafter, he commented on other donations that have been made to the Braithwaite Center for Active Aging.

BUDGET & MILLAGE PUBLIC HEARINGS - CONTINUED

MOTION was made by Commissioner Preston, seconded by Commissioner Parness, to approve Item 7 on first reading. Roll Call:

Yeas: 4 - Commissioner Hudak, Commissioner Parness, Commissioner Preston, and Mayor Ganz
Nays: 1 - Vice Mayor Drosky

8. **ORDINANCE 2024/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE BUDGET FOR THE DEERFIELD BEACH COMMUNITY REDEVELOPMENT AGENCY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024 AND ENDING SEPTEMBER 30, 2025; PROVIDING FOR FUNDING THROUGH TAX INCREMENT FINANCING AS PROVIDED FOR IN PART III, CHAPTER 163, FLORIDA STATUTES; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**

The Ordinance was read by title only.

There was no discussion amongst the Commission.

Mayor Ganz opened the public hearing.

Dan Herz, 330 SE 19th Avenue, Deerfield Beach, asked for clarification on the \$771,000 under programming, consulting contracts.

Mayor Ganz closed the public hearing.

Kris Mory, Director of Economic Development, stated that the utilization of the funds has not yet been established; nevertheless, as contracts are defined, the funding will come back to the Board for approval.

In response to Mayor Ganz's question, Ms. Mory replied that the ongoing operational cost of the facility is currently unknown.

Mayor Ganz provided a brief overview of the CRA.

Commissioner Preston said costs continue to increase; nevertheless, this commission ensures monies are being properly invested in the community.

MOTION was made by Commissioner Preston, seconded by Commissioner Parness, to approve Item 8 on first reading. Roll Call:

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

PUBLIC HEARINGS

9. **P.H. 2024-100: Resolution 2024/131 - 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; confirming the preliminary rate resolution; reimposing fire rescue assessments against assessed property located within the City of Deerfield Beach for the fiscal year beginning October 1, 2024; approving the rate of assessment; approving the assessment roll; and providing an effective date.**

The Resolution was read by title only.

David Santucci, City Manager, highlighted a brief presentation, which was given at the July 9, 2024 Regular City Commission meeting.

In response to Mayor Ganz's questions, Mr. Santucci replied that staff is recommending increasing the rate from \$315 to \$325 for residents. Further, he said commercial properties pay by square footage.

Mayor Ganz said although \$10 may not be a lot to residents, it will be for commercial properties; therefore,

PUBLIC HEARINGS - CONTINUED

he does not support the increase. Thereafter, he opened the public hearing.

Dan Herz, 330 SE 19th Avenue, Deerfield Beach, asked for the original fee in 1971.

Roger Freitag, 418 SE 2nd Street, Deerfield Beach, said should the \$325 be implemented, businesses will just increase their rates/fees, which will affect visitors.

Mayor Ganz closed the public hearing. Further, he said if businesses increase their rates/fees, it will also affect residents.

In response to Mayor Ganz's question, Mr. Santucci replied that although the fire assessment fee was established in 1971, Deerfield Beach did not adopt it until 2002.

Mayor Ganz passed the gavel; thereafter, he seconded the motion.

MOTION was made by Commissioner Preston, seconded by Mayor Ganz, to approve a residential rate of \$315 for the fire assessment fee; adopted Resolution 2024/131. Roll Call:

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

10. P.H. 2024-102: Resolution 2024/132 - A Resolution of the City of Deerfield Beach, Florida, relating to the provision of stormwater management services and collection of stormwater utility assessments; providing authority, definitions and interpretation; confirming the preliminary assessment resolution for stormwater service assessments; imposing stormwater services assessments against certain property in Deerfield Beach, Florida, for the fiscal year commencing October 1, 2024; approving the assessment roll; providing for collection; providing for conflicts, severability and an effective date.

The Resolution was read by title only.

David Santucci, City Manager, highlighted a brief presentation, which was given at the July 9, 2024 Regular City Commission meeting.

Mayor Ganz opened the public hearing.

Roger Freitag, 418 SE 2nd Street, Deerfield Beach, asked for clarification as to why the fee is moving to the tax bill.

Dan Herz, 330 SE 19th Avenue, Deerfield Beach, asked for clarification on the costs for condominiums, as well as the increase in cost for FY25 and FY26.

Mayor Ganz closed the public hearing.

Mr. Santucci said moving the fee to the tax bill benefits the City and residents in various ways, which he briefly outlined. Further, he said the costs are based off of ERU calculations.

There was no discussion amongst the Commission.

MOTION was made by Commissioner Hudak, seconded by Commissioner Preston, to approve Item 10, adopted Resolution 2024/132. Roll Call:

Yeas: 4 - Commissioner Hudak, Commissioner Parness, Commissioner Preston, and Mayor Ganz
Nays: 1 - Vice Mayor Drosky

PUBLIC HEARINGS - CONTINUED

- 11. P.H. 2024-101: Resolution 2024/133 - A Resolution of the City of Deerfield Beach, Florida, relating to the collection of Nuisance Abatement Services Assessments; adopting findings of fact; approving the rate of assessment for each affected property; adopting the Assessment Roll; providing for notice and providing an effective date.**

The Resolution was read by title only.

David Santucci, City Manager, provided a brief overview of the item.

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

There was no discussion amongst the Commission.

MOTION was made by Commissioner Preston, seconded by Commissioner Parness, to approve Item 11, adopted Resolution 2024/133. Roll Call:

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

PUBLIC HEARINGS - SECOND READING

- 12. P.H. 2024-103: ORDINANCE 2024/012 - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING CHAPTER 50 "PARKS AND RECREATION," ARTICLE V "RULES AND REGULATIONS," SECTION 50-104 "USE OF COMMUNITY CENTERS AND OTHER BUILDINGS" OF THE CITY CODE OF ORDINANCES TO ALLOW THE CONSUMPTION OF ALCOHOLIC BEVERAGES WITHIN THE JOHNNY L. TIGNER CENTER, SUBJECT TO CONDITIONS; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.**

The Ordinance was read by title only.

There was no discussion amongst the Commission.

Mayor Ganz opened the public hearing.

Roger Freitag, 418 SE 2nd Avenue, Deerfield Beach, spoke in support of the Ordinance, and suggested that it also be implemented at other city facilities.

Flora Rojas, 1420 SE 10th Street, Deerfield Beach, asked if liabilities will increase.

Gwyndolen Clarke-Reed, 1430 SW 6th Way, Deerfield Beach, asked why this Ordinance is being considered.

Mayor Ganz closed the public hearing.

Anthony Soroka, City Attorney, said as part of the application process, individuals have to indemnify the City. Additionally, it is required that individuals have state liquor licensing and a security detail, and the City generally seeks insurance, to the extent allowed.

David Santucci, City Manager, stated that this is being allowed at this facility only because of the nature of future rentals due to the size of the banquet hall.

MOTION was made by Commissioner Parness, seconded by Commissioner Preston, to approve Item 12, adopted Ordinance 2024/012. Roll Call:

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

PUBLIC COMMENT

Commissioner Parness left the meeting temporarily at 9:36 p.m. and returned at 9:38 p.m.

Roger Freitag, 218 SE 2nd Street, Deerfield Beach, stated that the numbers he previously provided are numbers that have been provided by the City.

The following individuals commented on the SE 8th Avenue Drainage Improvement Project:

- **Sandy Coyman, 602 SE 8th Avenue, Deerfield Beach.**
- **Alan Shapiro, 607 SE 7th Avenue, Deerfield Beach.**

Dan Herz, 330 SE 19th Avenue, Deerfield Beach, commented on the establishment of a Charter Review Board. Thereafter, he thanked Jonathan Salas, Director of Community Services, for the letter.

The following individuals commented on the SE 8th Avenue Drainage Improvement Project:

- **Dave Goldman, 517 SE 7th Avenue, Deerfield Beach.**
- **Stella Molnar, 600 SE 5th Court, Deerfield Beach.**

Willie Rosetta Graham Bracy, 501 NW 1st Terrace, Deerfield Beach, asked that cameras be added to the outside of the bathrooms at Johnie McKeithen Park. She also commented on a box truck that is parked outside of the park. Thereafter, she commended staff for their upgrades to the bathrooms at the Braithwaite Center for Active Aging. Lastly, she asked that the times for Freebee be extended, and asked that it be provided for areas outside of the CRA.

The following individuals commented on the SE 8th Avenue Drainage Improvement Project:

- **Maureen Kenny, 615 SE 7th Avenue, Deerfield Beach.**
- **Ann Hines, 607 SE 7th Avenue, Deerfield Beach.**
- **David Evanosky, 514 SE 7th Avenue, Deerfield Beach.**

Mychal Estrada, 1431 SW 6th Way, Deerfield Beach, thanked the Commission for thinking ahead. Further, he asked that direct links to the agenda be provided. He asked if the public will be able to provide feedback on the Freebee program. Lastly, he said the Arboretum's anniversary is in 2025, and commended the City for the composting program.

Lucia Delgenio, 707 N. Shore Drive, Deerfield Beach, commented on the SE 8th Avenue Drainage Project.

Janice Fulmore-Tigner, 1090 SW 4th Terrace, Deerfield Beach, asked if the City could provide a place for commercial vehicles to park, as they should not be allowed to be parked in neighborhoods.

Beth Bailey, 513 SE 7th Avenue, Deerfield Beach, commented on the SE 8th Avenue Drainage Project.

In response to Mayor Ganz's comment, Anthony Soroka, City Attorney, stated that the Charter Review item will be brought before the Commission at the next meeting.

Mayor Ganz expressed frustration with the SE 8th Avenue Drainage Project, which is the worst project he has ever seen in the City of Deerfield Beach. Further, he said whoever is in charge of the project needs to reassess what is being done. Thereafter, he continued to express frustration about the project as it is a complete disaster and he is concerned about people getting hurt. Mayor Ganz asked that a meeting be held with the residents and stated that this project must change immediately. Lastly, he apologized to the residents and asked that staff provide some clarification on the trees that are being removed.

In response to Mayor Ganz's question, Rodney Brimlow, Director of Public Safety, said the majority of the City does not allow overnight commercial vehicle parking; therefore, he advised residents to notify law enforcement should this occur.

PUBLIC COMMENT - CONTINUED

Commissioner Preston said there should be multiple staging areas for the SE 8th Avenue Drainage Project. Thereafter, he commented on cars being blocked in. Further, he asked staff to put a plan into place to help the residents in that area.

Vice Mayor Drosky agreed with the Mayor, Commissioner Preston, and residents, as he had difficulty navigating through the area.

Commissioner Hudak said he has been in daily contact with the City Manager to try and get this situation corrected, and thanked the Commission for the support. Thereafter, he apologized to the residents for what they have had to go through. Lastly, he said the City Manager is looking into the trees, and will advise the status.

CONSENT - BOARD APPOINTMENTS

There was no discussion amongst the Commission.

Mayor Ganz opened the public hearing on Items 13 - 22.

Dan Herz, 330 SE 19th Avenue, Deerfield Beach, commented on Item 13.

Mayor Ganz closed the public hearing.

MOTION was made by Commissioner Parness, seconded by Commissioner Preston, to approve Items 13 - 22 in concert. Roll Call:

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

13. Resolution 2024/134 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, appointing Brigitte Cook as a regular member to the Education Advisory Board to fulfill an unexpired term; and providing for an effective date.
14. Resolution 2024/135 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, appointing members to the Affordable Housing Advisory Committee for a two-year term; providing for conflicts and an effective date.

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

15. Resolution 2024/136 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, adopting the schedule for the Regular City Commission Meetings for Fiscal Year 2024/2025; providing for an effective date.
16. Resolution 2024/137 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an amendment to the Hazard Mitigation Subgrant Agreement with the Florida Division of Emergency Management to reinstate and extend the term of the Agreement; authorizing execution of the Amendment and providing for an effective date. *(Funds from Account #183-1702-529-60-43 - Public Works Grants)*
17. Resolution 2024/138 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the first one-year renewal term of the Continuing Contracts with 28 architectural and engineering firms; authorizing execution of the Contract renewals with all 28 firms; providing for implementation and an effective date.
18. Resolution 2024/139 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving and authorizing execution of a first amendment to the Work Authorization with Keith and Associates, Inc. to provide additional services related to the Asbestos Cement Pipe Replacement Project in an amount not to exceed \$45,650.00; providing for implementation and an effective date. *(Funds from Account #106-1702-541-60-44 - Infrastructure)*

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS - CONTINUED

19. Resolution 2024/140 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the award of ITBC #24-28-PC for the Community Development Block Grant Sidewalk Improvements Project to Heavy Civil, Inc.; authorizing the execution of a contract with Heavy Civil, Inc., the lowest priced responsive and responsible bidder, in an amount not to exceed \$683,368.50; and providing an effective date. *(Funds from Account #106-1702-554-39-99 & #106-1702-541-60-44 - Infrastructure for Community Development & Account #108-5050-541-60-31 - Road and Bridge Improvement Other than Buildings)*
20. Resolution 2024/141 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the issuance of a purchase order to Southern Sewer Equipment Sales and Service, Inc. to furnish a vacuum compressor assembly for the Vaccon Vacuum Truck in an amount not to exceed \$31,350.00 in accordance with Section 38-116(3)(c) of the City's Procurement Code for sole source purchases; providing for implementation and an effective date. *(Funds from Account #460-5070-53-831-06 - Service to Maintain Equipment)*
21. Resolution 2024/142 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the issuance of a purchase order to R.C. Beach and Associates, Inc. to furnish a Patterson high service pump in an amount not to exceed \$106,225.00 for the City's West Water Treatment Plant in accordance with Section 38-116(3)(c) of the City's Procurement Code for sole source purchases; providing for implementation and an effective date. *(Funds from Account #401-5020-533-60-31 - Improvements Other than Buildings)*
22. Resolution 2024/143 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the issuance of a purchase order to Tencarva Machinery Company d/b/a Hudson Pump & Equipment to furnish a replacement well pump in an amount not to exceed \$75,865.00 in accordance with Section 38-116(3)(c) of the City's Procurement Code for sole source purchases; providing for implementation and an effective date. *(Funds from Account #401-5020-533-60-31 - Improvements Other than Buildings)*

DEPARTMENTAL BUSINESS

23. Resolution 2024/144 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a one-year agreement with Florida Municipal Insurance Trust ("FMIT") to provide property, casualty, and workers' compensation insurance to the City in the total premium amount of \$1,713,967.00; providing for execution; and providing for an effective date. *(Funds from Account #606-0900-519-37-90 - Excess Workers Compensation Insurance, #606-0900-519-37-65 - Property & Flood Insurance, #606-0900-519-37-61 - Public Official Liability & #606-0900-519-37-52 - Auto Damages & General Liability)*

The Resolution was read by title only.

David Santucci, City Manager, said the City went out to market on the insurance coverages and the amount outlined in the Resolution is the new premium amount through the Floirda Municipal Insurance Trust.

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

There was no discussion amongst the Commission.

MOTION was made by Commissioner Parness, seconded by Commissioner Preston, to approve Item 23, adopted Resolution 2024/144. Roll Call:

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

DEPARTMENTAL BUSINESS - CONTINUED

24. Resolution 2024/145 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the award of ITBC #24-24-VP for NW 45th Street and Crystal Lake Drive Drainage Improvement Project to Kailas, Corp.; authorizing the execution of a contract with Kailas, Corp., the lowest priced responsive and responsible bidder, in an amount not to exceed \$2,198,460.00, plus city contingency fund; and providing an effective date. (Funds from Account #462-5070-538-65-30 - Stormwater Capital - Infrastructure)

The Resolution was read by title only.

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

In response to Commissioner Parness' question, David Santucci, City Manager, replied that this project is for the drainage, whereby, sidewalk installation will be completed thereafter.

MOTION was made by Commissioner Parness, seconded by Commissioner Preston, to approve Item 24, adopted Resolution 2024/145. Roll Call:

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

25. Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving Option No. _____ for the SE 15th Avenue Bridge Replacement Design; providing for implementation and an effective date.

Item 25 was tabled.

COMMENTS BY ADMINISTRATION & LEGAL

CITY ATTORNEY - None.

CITY MANAGER

Monarch Hill - David Santucci, City Manager, advised that Broward County has pushed their meetings back again, whereas, the meeting scheduled for September 17th will now be held on October 8th, and the actual public hearing date is unknown. Thereafter, he stated that the public will be notified accordingly.

COMMENTS BY MAYOR & CITY COMMISSION**COMMISSIONER HUDAK****DISTRICT 1**

Due to technical difficulties, Commissioner Hudak's comments were inaudible.

Mayor Ganz thanked Commissioner Hudak for calling in for the meeting.

COMMISSIONER PRESTON**DISTRICT 2**

Broward Safety Action Plan - Commissioner Preston said the meeting will take place on Wednesday, September 18th at 6:00 p.m. at the Hillsboro Technology Center. Thereafter, he briefly outlined the agenda.

Charter Review Board - Commissioner Preston spoke in support of the Board, but spoke in opposition to the Elected Officials appointing members, as the initiative should come from the residents.

COMMISSIONER PARNESS**DISTRICT 3**

Charter Review Board - Commissioner Parness disagreed, whereby, the Elected Officials should be appointing the members.

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

Events - Vice Mayor Drosky briefly commented on the street renaming for Deputy John Chikerotis. Thereafter, he thanked those who were in attendance for coming. Further, he commented on the Community Cares Health Fair, and commended city staff for having a table.

MAYOR GANZ

SE 8th Avenue Drainage Project - Mayor Ganz said he is glad this project was addressed.

City Events - Mayor Ganz commented on the street renaming for Deputy John Chikerotis. Thereafter, he thanked Chief Hofstein and the BSO staff for their recognition. Further, he commented on the Community Cares Health Fair, which was such a great event for the community. Thereafter, he thanked staff for their participation. Lastly, he commented on the Mayor's Chess Challenge, which was a great event. Thereafter, he thanked the BSO Cadet Program for their efforts.

Education Advisory Board (EAB) - Mayor Ganz said the playground equipment at Quiet Waters Park is extremely old and unfortunately Broward County Schools does not have the funding; therefore, he would like the EAB and staff to reach out to non-profit and private organizations to see if they can provide any assistance.

Ocean Rescue Staff - Mayor Ganz thanked them for their efforts.

ADJOURNMENT

There was no additional business to discuss.

MOTION was made by Commissioner Preston, seconded by Commissioner Parness, to adjourn the meeting at 10:38 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

City of Deerfield Beach
MARINE ADVISORY BOARD MINUTES
June 20, 2024

The meeting was called to order on the above date by Sacha Ramon, Chair, Marine Advisory Board, at 6:00 p.m. in the City Commission Chambers, Deerfield Beach. The following board members were in attendance:

Voting

- Sacha Ramon
- Aaron LoCascio
- Mel Nass

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

- Not in attendance: Mr. Ginarte, Mr. Chapman, Mr. Streather, and Mr. Cutler

PUBLIC INPUT

None.

APPROVAL OF AGENDA

Mr. Nass asked that a discussion regarding a visitor center at the pier and installation of ladders at Sullivan Park be added to the agenda.

After a brief discussion, Mr. Nass was advised to contact his commissioner regarding Sullivan Park.

Chair Ramon asked that volunteer certificates of recognition and meeting update be added to the agenda.

Mr. LoCascio made a motion, seconded by Mr. Nass to approve the agenda as amended. The motion CARRIED by unanimous vote.

NEW BUSINESS

A. Intracoastal Waterway Safety Discussion

Mr. LoCascio said three municipalities recently adopted resolutions approving the submission of an application to the Florida Fish and Wildlife to reduce the speed on the intracoastal waterway. As part of the petition accident reports and blind corners data was required. Mr. LoCascio stated that a to-do list has been created, which is needed in order to get the State's support. Additionally, the State recommended a traffic study; thereafter, he commented on traffic citation data. Lastly, he said the State will review the City's application to ensure all requirements are being met prior to final submission.

In response to Ms. LoCascio's comment, Mr. Bardes agreed that the Board should seek letters of support for this initiative from businesses along the waterfront.

B. Hillsboro River Safety Discussion

Mr. LoCascio briefly outlined his research regarding the Hillsboro River and the 500-foot requirement to fill in the gaps. Thereafter, he suggested the addition of floating docks along Deerfield Island to fulfill the requirements of the 500-foot requirement.

Mr. LoCascio made a motion, seconded by Mr. Nass to have staff look into changing the slow speed minimum wake requirement to no wake along the Hillsboro River.

C. Pier Update

Patrick Bardes, Coastal & Waterway Coordinator, provided a brief overview of the pier renovation. Thereafter, he provided a brief overview of project milestones.

D. Volunteer Lunch Update

Chair Ramon and Mr. Nass commented a meeting they attended. Thereafter, they provided Patrick Bardes, Coastal & Waterway Coordinator, certificates to distribute to the Board.

BOARD MEMBER COMMENTS

Mr. Nass suggested utilizing the room at the base of the pier for the Visitor's Center, as it would promote Deerfield Beach and the surrounding restaurants, and could aid in additional revenue to the City.

Mr. LoCascio briefly commented on the City's plan to revitalize the area around City Hall including Pioneer Park and the BSO substation. Thereafter, he commented on the dilapidated commercial areas along the beach that are in need of renovation. Lastly, he stated that once the City improves their property, commercial property owners would likely follow suit.

NEXT MEETING

Patrick Bardes, Coastal & Waterway Coordinator, stated that the next meeting will be held on July 18, 2024.

ADJOURNMENT

There being no further business to discuss, the meeting was adjourned by Patrick Bardes, Coastal & Waterway Coordinator, at 6:56 p.m.

CODE COMPLIANCE OF DEERFIELD BEACH

MINUTES OF A CODE COMPLIANCE HEARING

August 13, 2024

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

PRESENT: Roy Davis, Code Compliance Manager
Patesha Johnson, Senior Code Compliance Inspector
Victor Padilla, Code Compliance Inspector
Thomas Braga, Code Compliance Inspector
Katherine Delva, Code Compliance Inspector
Laeasha Saddler, Special Magistrate Clerk

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

<u>Tab#</u>	<u>Case Nr.</u>	<u>Owner Name</u>	<u>Property Address</u>	<u>Violation</u>	<u>Disposition</u>
8	24060002	LIVOTI,RANDI E H/E LIVOTI,DOMINICK J JR	1418 SE 12 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 NOT PRESENT FINAL ORDER ISSUED COMPLY BY 9-6-2024 \$150 PER DAY \$80 PROSECUTION COST
9	24060003	RIZO,ELKIN & ROMAN,JENNIFER	1502 SE 10 AVE, DEERFIELD BEACH, FL 33441	Chapter 66 - TRAFFIC AND VEHICLES Section 66-117.(b) - Parking prohibitions; enforcement	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 8-22-2024 \$150 PER DAY \$80 PROSECUTION COST
12	24060022/post	PRINCETON PLACE TOWNHOMES HOMEOWNERS ASSN INC	SE 2 AVE, DEERFIELD BEACH, FL 33441	Chapter 46 - OFFENSES Section 46-13 - Trees, bushes and shrubs— Encroaching on public right-of-way.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 9-6-2024 \$250 PER DAY \$80 PROSECUTION COST
13	24060024/post	BAYLISS,JOHN M	1260 SE 3 ST, UNIT 1- 2,DEERFIELD BEACH, FL 33441 1-2	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 8-27-2024 \$1,000 PER DAY \$80 PROSECUTION COST
14	24060092/post	ZION EVANGELICAL LUTHERAN CH OF POMPANO BEACH DEERFIELD BEACH	959 SE 6 AVE, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT- ROBIN LARSON CONTINUED TO 9-10-2024

16	24060108	EDELMAIER,BRIGITTE M	1570 SE 4 ST, DEERFIELD BEACH, FL 33441	Chapter 10 - ANIMALS Section 10-4(b) - Maintaining animals in general; limitation on number of pets; enforcement. Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-7. (b)- Minimum standards for maintenance of premises.	RESPONDENT NOT PRESENT DISMISSED ORDER ISSUED
17	24060114	BANKS,JOHNNY L & CASSANDRA D	1051 SW 8 AVE, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(4) - Exterior building and structure standards.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 9-6-2024 \$250 PER DAY \$80 PROSECUTION COST
19	24070002ost	HERVE,JACQUELINE	1111 SW 8 AVE, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(4) - Exterior building and structure standards.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 9-6-2024 \$150 PER DAY \$80 PROSECUTION COST
21	24050040	ESTES,DONNA M	206 SE 14 PL, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONSARTICLE 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. Chapter 66 - TRAFFIC AND VEHICLES Section 66-117.(b) - Parking prohibitions; enforcement.	RESPONDENT NOT PRESENT EXTENDED TO 9-10-2024

22	24040046	UNTERBRINK,VICTOR A UNTERBRINK,MARY LANGLEY	4035 NW 7 PL, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-81(L)(1)(a-g) - Tree preservation.	RESPONDENT NOT PRESENT EXTENDED TO 10-4-2024
23	24050030	MALDONADO, HECTOR/PERMITS	95 PRESCOTT E, 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 8-9- 2024 FOR \$150 PER DAY
24	24040028	CASH ON CASH OFFERS LLC	303 MARKHAM N, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 9-6-2024 \$250 PER DAY \$80 PROSECUTION COST
25	24040044	CURLEY, RONALD J RONALD J CURLEY LIV TR	3947 NW 7 PL, DEERFIELD BEACH, FL 33442	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- RONALD CURLY CONTINUED TO 10-8-2024
26	24040045	PINHO, MAURO AUGUSTO	4036 NW 7 PL, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-81(L)(1)(a-g) - Tree preservation.	RESPONDENT NOT PRESENT CONTINUED TO 9-10-2024
28	24040173	MILLER, ROBERT & BARBARA	21 OAKRIDGE C, UNIT 21, DEERFIELD BEACH, FL 33442 21	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND	RESPONDENT NOT PRESENT CONTINUED TO 9-10-2024

				ENFORCEMENT Section 98-113(a) Building permits	
30	24050027	CAMERON,DONALD	142 VENTNOR I, 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- ALEX SEEHAVER CONTINUED TO 10-8-2024
31	24050029	BRETSCHNEIDER,JOHN PATRICK BRETSCHNEIDER,PATRICIA	9 GRANTHAM D, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT CONTINUED 10-8-2024
34	24050052	CHARLES C GREENBURG TR GREENBERG, CHARLES C TRSTEE	2013 UPMINSTER 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 CONTINUED TO 9-10-2024
36	24040017	1115 ASSETS LLC	1115 SE 14 DR, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 8-9- 2024 FOR \$250 PER DAY
40	24050019	DE OLIVEIRA,RONILDO CARLOS DE PAULA,ROSANGELA A	4701 NW 4 TER, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 8-9- 2024 FOR \$150 PER DAY
43	24050096	SEASON,MUKUL M	579 NW 47 AVE, DEERFIELD BEACH, FL 33442	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section	RESPONDENT NOT PRESENT

				14-105(7) - Exterior building and structure standards. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Sec. 98-88.(b) - Off-street parking and loading.	FINAL ORDER ISSUED COMPLY BY 9-6-2024 \$150 PER DAY \$80 PROSECUTION COST
44	24050097	RYAN,CATHERINE TORRES H/E COGDILL,MATTHEW	627 NW 47 AVE, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Sec. 98-88.(b) - Off-street parking and loading.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 9-6-2024 \$150 PER DAY \$80 PROSECUTION COST
46	24050101	DD DEERCREEK LLC % THE DERMOT COMPANY LP	500 DEER CREEK JEFFERSON DR, 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 9-6-2024 \$150 PER DAY \$80 PROSECUTION COST
47	24060087/post	IH6 PROPERTY FLORIDA LP % INVITATION HOMES - TAX DEPT	3859 NW 2 CT, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(C)(3) - Landscape Requirements.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 9-6-2024 \$250 PER DAY \$80 PROSECUTION COST
54- 62	24060047/post	SIZOVA,POLINA	41 DEER CREEK RD, UNIT G111,DEERFIELD BEACH, FL 33442 G111	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 8-20-2024 \$150 PER DAY COST WAIVED
63	24060063/post	DEERFIELD LANDINGS HOMEOWNERS ASSN INC	NW 1 TER, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS	RESPONDENT WAS PRESENT- JASON CYOOTNER

				ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-81(L)(1)(a-g) - Tree preservation.	CONTINUED TO 9-10-2024
64	24060064/post	EARL,RICHARD BLAKE RICHARD BLAKE EARL REV TR	3801 NE 4 AVE, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-81(d)(1) - Tree preservation. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONSARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(C)(3) - Landscape Requirements.	RESPONDENT NOT PRESENT CONTINUED TO 9-10-2024
66	24060081	PADLAD,LEERON	320 NW 4 AVE, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(C)(2) - 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 FINAL ORDER ISSUED COMPLY BY 9-6-2024 \$150 PER DAY PER VIOLATION \$80 PROSECUTION COST

69	24020145	REYES,DAVID	4320 NE 6 TER, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT- DAVIS REYES CONTINUED TO 9-10-2024
70	24060084	TASCHNER,RICHARD K	4324 NW 6 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.	RESPONDENT NOT PRESENT CONTINUED TO 10-8-2024
73	24050099	ATTIS,MARIE	1300 SW 9 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 Section 66-117.(b) - Parking prohibitions; enforcement.	RESPONDENT WAS PRESENT- ATTIS,MARIE FINAL ORDER ISSUED COMPLY BY 9-6-2024 \$125 PER DAY PER VIOLATION \$80 PROSECUTION COST
76	24060095/post	PEREIRA,SIONA	E HILLSBORO BLVD, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(N)(1) - Landscape Requirements	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 9-6-2024 \$150 PER DAY \$80 PROSECUTION COST

77	24010212/post	AMENO,THIAGO & SAMANTHA	1439 SW 24 TER, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(C)(3) - Landscape Requirements.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 9-6-2024 \$150 PER DAY \$80 PROSECUTION COST
86	24050089/post	MASO,GONZALO & ANA MARIA	73 SE 18 AVE, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(4) - Exterior building and structure standards. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENTS WERE PRESENT- CARLOS SANCHEZ MASO GONZALO CONTINUED TO 10-8-2024
87	24040088	ROMELUS,CHRISTINA L & DARREN L	548 NW 2 WAY, DEERFIELD BEACH, FL 33441	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 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 V. - ADMINISTRATION AND	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 9-6-2024 \$150 PER DAY PER VIOLATION \$80 PROSECUTION COST

				ENFORCEMENT Section 98-113(a) Building permits	
89	24060027/post	KARVELIS,KATHERINE J EST	222 SE 14 ST, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(1) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(6) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(7) - Exterior building and structure standards.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 9-6-2024 \$150 PER DAY PER VIOLATION \$80 PROSECUTION COST
92	24060097	HINK,ROBERT	903 SE 17 ST, 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 9-6-2024 \$150 PER DAY \$80 PROSECUTION COST
95	24060101/post	MANCINI & SONS FLORIDA LLC	1935 NW 40 CT, DEERFIELD BEACH, FL 33064	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 9-6-2024 \$150 PER DAY \$80 PROSECUTION COST
97	24070041/post	216-218 SE 1ST TERRACE LLC	155 SE 2 CT, DEERFIELD BEACH, FL 33441	Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE VI. - NUISANCE ABATEMENT	RESPONDENT NOT PRESENT CONTINUED TO 9-10-2024

				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. Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE VII. - ABANDONED REAL PROPERTY Section 34-144 - Maintenance requirements. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	
98	24020012	HILLSBORO GARDEN INVESTMENTS LLC	400 W HILLSBORO BLVD, DEERFIELD BEACH, FL 33441	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required.	RESPONDENT WS PRESENT- DONALD ANDERSON CONTINUED TO 9-10-2024
99	23090018	DEVONYAR,JANE EST	912 SE 14 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.	RESPONDENTS WERE PRESENT- EDWINA DEVON KATHY DEVANYART CONTINUED TO 9-10-2024

				Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(1) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(3) - Exterior building and structure standards Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(8) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(c) - Minimum standards for yard and landscape areas.	
100	24070064	LALONDE,LOUISE	3159 CAMBRIDGE G, DEERFIELD BEACH, FL 33442	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(1) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(3) - Exterior building and structure standards.	RESPONDENT WAS PRESENT FINAL ORDER ISSUED COMPLY BY 9-6-2024 \$250 PER DAY PER VIOLATION \$80 PROSECUTION COST
102	24060067	TOP FIT CLINIC ADVANCED AESTHETIC INC	831 SE 9 ST, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND	RESPONDENT NOT PRESENT FINES IMPOSED 8-10-2024 FOR \$250 PER DAY

				ENFORCEMENT Section 98-113(a) Building permits	
103	24060078	EULA POITIER REV TR	319 SW 1 TER, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(1) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(4) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(5) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(d) - Minimum standards for yard and landscape areas. Chapter 94 MIN HOUSE Chapter 94 - HOUSING ; Sec. 94-5. - Responsibility of owners. Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-9 (b) (1) - Minimum standards for exterior of structures.	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 8-5-2024 FOR \$250 PER DAY PER VIOLATION

				Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-9 (c) (3) - Minimum standards for exterior of structures.	
104	24060070	LEWIS,NIKITRESS & LEWIS,WILLIAM	424 NW 2 TER, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14-105(8) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(4) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 46 - OFFENSES Section 46-33(i) Littering Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-8 (i) (1) - Minimum standards for interior of structures. Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-8 (b) (1) - Minimum standards for interior of structures. Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-8 (i) (1) - Minimum standards for interior of structures.	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 8-9-2024 FOR \$150 AND \$250 PER DAY PER VIOLATION

				Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-9 (c) (1) - Minimum standards for exterior of structures. Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-9 (c) (3) - Minimum standards for exterior of structures. Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-9 (c) (4) - Minimum standards for exterior of structures. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS 94-8(b)(1) ELECRC LIGHT AND VENTILATION REQUIREMENTS Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS 98-88 (j) PARKING LOT CRITERIA Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(C) (1) - Landscape Requirements. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(C) (3) - Landscape Requirements.	
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105		ADVANCED SYSTEMS REALTY LLC	708 SE 2 AVE, UNIT 327, DEERFIELD BEACH, FL 33441 327	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 9-6-2024 \$150 PER DAY \$80 PROSECUTION COST
106	24070067	TOP FIT CLINIC ADV AESTHETIC INC MACHADO, BRUNA CAMPOS	835 SE 9 ST, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 9-6-2024 \$150 PER DAY \$80 PROSECUTION COST
107	24070004	FAUSTIN, MARIE ROSE	1041 SW 11 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 CONTINUED TO 10-8-2024
108	24080032	WISNIEWSKI, JOANNE M	946 SE 4 CT, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 66 - TRAFFIC AND VEHICLES Section 66-117. (a) - Parking prohibitions; enforcement. Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-10 (3) (b) - General interior maintenance requirements.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY 9-6-2024 \$150 PER DAY PER VIOLATION \$80 PROSECUTION COST
109	24080039	WILLIAMS, JOHN H & WILLIAMS, JACQUELINE/ bulk trash	266 SW 3 ST, UNIT A-D, DEERFIELD BEACH, FL 33441 A-D	Chapter 58 - SOLID WASTE ARTICLE I. - IN GENERAL Section 58-2.(c) - Storage and accumulation of refuse and solid wastes.	RESPONDENT WAS PRESENT- JOHN WILLIAMS FINDING OF FACT ORDER ISSUED

					COST WAIVED
110	24070054	BULL SHARK PROPERTIES LLC	1050 SW 1 WAY, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT WAS PRESENT- MIKE NECAISE CONTINUED TO 11-5-2024
A	24010140	RASTOLL,LINDA LE GUERIN,MICHEL LE ETAL	1107 REPUBLIC CT, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT- NAVENNE, CLAUDE FINES MITIGATED FOR \$4,000 TO BE PAID BY 11-5-2024
B	21080012	MASONIC LODGE DELTA 519 % EDDIE NEAL	159 SW 1 TER, DEERFIELD BEACH, FL 33441	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENTS WERE PRESENT- RAUL GARCIA' DEVON BOSTON FINES MITIGATED FOR \$90 FOR BOTH CASE TO BE PAID BY 9-10-2024
C	23060054	MASONIC LODGE DELTA 519 % EDDIE NEAL	159 SW 1 TER, DEERFIELD BEACH, FL 33441	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT WERE PRESENT- RAUL GARCIA' DEVON BOSTON FINES MITIGATED FOR \$90 FOR BOTH CASE TO BE PAID BY 9-10-2024

SPECIAL MAGISTRATE MINUTES
CITY OF DEERFIELD BEACH, FLORIDA

Andrew Dunkiel, Special Magistrate

Date



Regular City Commission Meeting - October 1, 2024

DEERFIELD BEACH - YOU ARE HEREBY NOTIFIED that the **Regular City Commission** meeting will be held on **Tuesday, October 1, 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 October 1, 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 October 1, 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 October 1, 2024.
 - i. Use the following link below to access the meeting via Zoom:
<https://deerfield-beach.zoom.us/j/83040341851?pwd=Y7YzdGR4kMI8A4RtWRrczLcXGt7qPT.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: 830 4034 1851#, Participant ID: #, Passcode: 609705#

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 October 1, 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. 2024-448

Agenda Date: 10/1/2024

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 work authorization with Craig A. Smith & Associates, LLC, to provide professional engineering services for the 8th Avenue Area Stormwater Capital Improvement Project in an amount not to exceed \$118,070.00; providing for execution and an effective date. (Funds from Account #462-300-360-3800-000-53800-506530 - Stormwater Capital Fund/CIP - Infrastructure)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$118,070.00

Account Name: Stormwater Capital Fund/CIP - Infrastructure

Account Number: 462-300-360-3800-000-53800-506530

Background/History

The construction project addresses a stormwater drainage deficiency affecting a specific area in the City east of SE 6th Avenue, south of SE 3rd Court, north of SE 7th Street, and west of S Federal Highway. The goal of this effort is to implement an engineering solution to address flooding in the SE 8th Avenue problem area, which provides additional underground storage and infiltration to SE 8th Avenue and the surrounding areas to reduce the severity and duration of flooding until the area is able to drain to the existing trunk line.

Current Activity

Since April of 2022, Craig A. Smith & Associates, LLC ("CAS") has been involved in the SE 8th Avenue Drainage Improvement Project, which included the design of the project and providing services that encompassed contract administration relating to support services for plan revisions in an effort to address issues encountered in the field to ensure integrity of the design intent. CAS was retained pursuant to RFQ-#21-11-IG, which awarded multiple continuing service contracts with qualified firms for the provision of professional engineering services, one of them being CAS. The Department of Environmental Services determined that there is a need for professional services related to engineering and construction observation services during the construction of the Project. Since CAS has done significant work related to the project and has significant knowledge regarding the Project, the Department requested a proposal for the required services, and the attached Work Authorization has been prepared for Craig A. Smith & Associates, Inc. (CAS) to provide the services. CAS will act as the Owner's Engineer on Record, visiting the site at intervals appropriate to the stages of construction, to provide construction observation as necessary for certifications to the appropriate agencies. Services will encompass plan revisions and guidance in an effort to address

issues encountered in the field.

Recommendation

It is recommended the City Commission of the City of Deerfield Beach approve the attached Work Authorization with Craig A. Smith & Associates, Inc., to provide Construction Support Services for the SE 8th Avenue Area Stormwater Capital Improvements Project, in an amount not to exceed \$118,070.00.

RESOLUTION NO. 2024/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING A WORK AUTHORIZATION WITH CRAIG A. SMITH & ASSOCIATES, LLC, TO PROVIDE PROFESSIONAL ENGINEERING SERVICES FOR THE 8TH AVENUE AREA STORMWATER CAPITAL IMPROVEMENT PROJECT IN AN AMOUNT NOT TO EXCEED \$118,070.00; PROVIDING FOR EXECUTION AND AN EFFECTIVE DATE

WHEREAS, the SE 8th Avenue stormwater construction improvement project (the “Project”) was implemented to address stormwater drainage deficiencies affecting areas of the City east of SE 6th Avenue, south of SE 3rd Court, north of SE 7th Street, and west of South Federal Highway; and

WHEREAS, the goal of the Project is to implement an engineering solution to address flooding in the SE 8th Avenue problem area by providing additional underground storage and infiltration to SE 8th Avenue and the surrounding areas to reduce the severity and duration of flooding; 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 engineering services on an as needed basis, including a continuing contract with Craig A. Smith & Associates, LLC (“CAS”) dated April 12, 2021, which was renewed through April 11, 2025 (the “Continuing Contract”); and

WHEREAS, pursuant to Resolution No. 2022/068, the City and CAS executed a Work Authorization for the design of the Project, and CAS is the Engineer of Record (the “EOR”); and

WHEREAS, on May 29, 2024, the City and CAS executed a Work Authorization to perform professional engineering services as the EOR during the construction of the Project, which encompassed contract administration relating to support services for plan revisions in an effort to address issues encountered in the field to ensure integrity of the design intent; and

WHEREAS, as the Project has been progressing, the Department of Environmental Services (the “Department”) has determined that there is a need for professional services related to engineering and construction observations services during the construction of the Project; and

WHEREAS, due to CAS’ significant work and knowledge regarding the Project, the Department requested a proposal from CAS for the engineering and construction observation services phase of the construction, and negotiated a project scope and fee in the amount of \$118,070.00 with CAS, which staff has determined to be fair and reasonable and in accordance with industry standards; and

WHEREAS, the City desires to issue a Work Authorization to CAS 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 \$118,070.00; and

WHEREAS, staff recommends the City Commission approve and authorize execution of the Work Authorization with CAS, attached as Exhibit “1”, in an amount not to exceed \$118,070.00 for the professional engineering services for the Project.

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 CAS, attached as Exhibit “1”, for the Professional Engineering Services for the SE 8th Avenue Area Stormwater Capital Improvement Project in an amount not to exceed \$118,070.00

Section 3. The City Manager is hereby authorized to execute the Work Authorization with CAS, 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

EXHIBIT 1

WORK AUTHORIZATION BETWEEN CITY OF DEERFIELD BEACH AND CRAIG A. SMITH & ASSOCIATES, LLC FOR PROFESSIONAL SERVICES TO PROVIDE ENGINEERING AND CONSTRUCTION SUPPORT SERVICES RELATED TO THE 8th AVENUE AREA STORMWATER CAPITAL IMPROVEMENT PROJECT

This Work Authorization is made and 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 Craig A. Smith & Associates, a Florida 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 # No. 21-11-IG, (the “Continuing Contract”) and Consultant has been approved to provide the services contemplated herein; and

WHEREAS, the Continuing Services Agreement has been renewed by the City and Consultant for another one-year 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 specifically set forth in Exhibit “A” of this Work Authorization .

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, and covenants, hereinafter set forth, City and Consultant agree as follows:

SECTION 1 **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 an amount not-to-exceed \$118,070.00 as further detailed in Exhibit "A". Compensation due to the Consultant shall be payable within 30 calendar days following submission of a proper invoice by the Consultant to the City. In the event of City's termination of this Work Authorization prior to the end of the Work Authorization Term pursuant to Section 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. 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 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 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
HUMAN TRACKING AFFIDAVIT

In accordance with Section 787.06(13), Florida Statutes, as Consultant is a nongovernmental entity, Consultant is required to attest that it does not use coercion for labor or services. At the time of execution of this Work Authorization, Consultant shall submit the required Affidavit, which will be provided by the City's Procurement Division.

SECTION 20
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 21
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 22
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.

[THIS SPACE LEFT INTENTIONALLY BLANK]

WORK AUTHORIZATION BETWEEN CITY OF DEERFIELD BEACH AND CRAIG A. SMITH & ASSOCIATES, LLC FOR PROFESSIONAL SERVICES TO PROVIDE ENGINEERING AND CONSTRUCTION SUPPORT SERVICES RELATED TO THE 8th AVENUE AREA STORMWATER CAPITAL IMPROVEMENT PROJECT

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

Attest:

Corporate Secretary

By:  _____
Signature

Print Name: Orlando A. Rubio
Title: VP of Stormwater Engineering

This 21st day of August, 2024.

EXHIBIT “A” SCOPE OF SERVICES

Following is the scope of the professional services for engineering and construction observation services during construction of the SE 8th Avenue Stormwater Improvements Project. Services will be billed at the attached hourly rates for a total not to exceed amounts for the upcoming fiscal year. The project had a contractual start date of April 15, 2024 with a completion date of April 4, 2025.

ENGINEERING

Task	Description
------	-------------

Task 1	ENGINEERING SERVICES DURING CONSTRUCTION
---------------	---

CAS will act as the Owner's Engineer and visit the site at intervals appropriate to the stages of construction to provide construction observation as necessary for certifications to the appropriate agencies. Services will encompass plan revisions and guidance in an effort to address issues encountered in the field. Upon request, CAS assist the owner with change orders as necessary, attend progress meetings and final inspection with the appropriate agencies to determine if the work is acceptable, and assist the Owner with project certification procedures. CAS will not review pay request applications. CAS will review and submit a set of record prints (produced by others) showing as-built information and provide certification to the County. CAS will provide these services on an hourly basis for a not to exceed agreed upon amount shown below. These periodic services are scheduled for the construction period at an estimated 6 hours/week. Services beyond this period will be billed at the attached hourly rates as needed with prior approval from the Owner.

Total Hourly (157.5 hrs) Budgeted Service: \$35,430.00

TASK 2	CONSTRUCTION OBSERVATION SERVICES
---------------	--

CAS field representative will act as the Owner's representative, provide part time construction services to ensure the project is being constructed substantially in accordance with the plans at intervals appropriate to the stages of construction. As an Owner's representative, CAS will oversee required testing at intervals appropriate to the stages of construction, provide weekly construction reports, review test results, coordinate to resolve construction issues in preparation for a final certification. CAS will visit the site with the OWNER and assist in resolving with the Contractor apparent defects or deficiencies. CAS will provide these services on an hourly basis for a not to exceed agreed upon amount shown below. These periodic services are scheduled for the construction period at an 36 hours/week. Services beyond this period will be billed at the attached hourly rates as needed with prior approval from the Owner.

Total Hourly (944.5 hrs) Budgeted Service: \$118,070.00

HOURLY RATE SCHEDULE

Principals	\$250.00
Court Testimony	\$250.00
Vice President	\$225.00
Senior Supervising Engineer	\$195.00
Supervising Engineer	\$170.00
Project Manager	\$145.00
Project Engineer	\$125.00
Senior CADD Technician	\$125.00
CADD Technician	\$90.00
Senior Field Representative	\$125.00
Field Representative	\$95.00
Professional Surveyor and Mapper	\$150.00
Survey Coordination Manager	\$120.00
Survey Technician	\$90.00
Clerical	\$65.00
Survey Crew (2-man)	\$160.00
Survey Crew (3-man)	\$195.00
Survey Crew, Lidar	\$375.00
Survey Crew - pile staking	\$225.00
Utility Locate Crew	\$150.00
Soft Dig Crew (per hole)	\$600.00
3D Radar Crew	\$450.00
3D Radar Processor	\$175.00



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2024-518

Agenda Date: 10/1/2024

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 award of Request for Proposals for wholesale compressed natural gas; authorizing the issuance of a purchase order to Interconn Resources, LLC, the lowest priced responsive and responsible bidder, for CNG for a one-year term; providing for implementation and an effective date. (Funds from Account #450-340-34000-0000-503812 - Compressed Natural Gas)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$115,000 (estimated)

Account Name: Compressed Natural Gas

Account Number: 450-340-34000-0000-503812

Background/History

The City's natural gas solid waste fleet has been fueling at the City's on-site CNG fueling station (Station). This Station has allowed the City to purchase its own CNG, therefore reducing the cost of gas and eliminating dependency on the Waste Management/Clean N' Green filling station.

The installation of the CNG Station requires that the local gas utility, Peoples Gas System (PGS/TECO), provide delivery of CNG for the City's Station. Due to the volumes that the City's operation requires, the City can purchase its natural gas directly from a supplier, rather than PGS, and reduce the overall cost of the gas.

TECO Partners has been working for the City as an energy consultant on an ongoing basis to manage the procurement of wholesale CNG. TECO Partners has been monitoring the City's usage and providing technical assistance regarding the operation.

Section 38-132 (a) of the City's Procurement Code, "Procurement of Insurance, Financial Borrowing, and Energy," allows the City to contract with a consultant to solicit the market on behalf of the City for financial borrowing, insurance, or energy, as applicable.

The current agreement is with Interconn Resources, who bid in 2023 at \$0.6299 per therm. This expires on September 30, 2024, with a one month extension to conclude on October 31, 2024. With fees and anticipated variability, the estimated annual cost for FY24 was \$150,000. The provider selection is made annually due to regularly changing market conditions.

Current Activity

TECO Partners issued a Request for Proposals for Wholesale Compressed Natural Gas provision. The City required submitting firms to be on PGS's pre-qualified vendor list.

The following firms submitted responsive and responsible proposals: Nextera Energy Services, Interconn Resources, New Wave and Tiger NG. The lowest responsive bid came from Interconn Resources based on the submitted price of \$0.083 per therm + \$0.02525 LFRR (Low Factor Adjusted Release Rate) per therm + FGT Zone 3 (currently \$0.27). Interconn Resources is the recommended CNG provider.

With fees and anticipated variability, the estimated annual cost for FY25 is \$115,000.

Recommendation

Staff recommends approving the award of the RFP to Interconn Resources, LLC for wholesale compressed natural gas provision and authorizing the issuance of a purchase order to Interconn Resources, LLC for CNG for a one year term.

RESOLUTION NO. 2024/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE AWARD OF REQUEST FOR PROPOSALS FOR WHOLESALE COMPRESSED NATURAL GAS; AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER TO INTERCONN RESOURCES, LLC, THE LOWEST PRICED RESPONSIVE AND RESPONSIBLE BIDDER, FOR CNG FOR A ONE YEAR TERM; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, in June 2021, the City completed the construction of an on-site compressed natural gas (“CNG”) fueling station (the “Station”) at the Bernard Adams Municipal Complex, which has allowed the City to purchase its own CNG for the City’s Station; and

WHEREAS, in February 2021, pursuant to Section 38-132(a) of the Procurement Code, the City contracted with TECO Partners, Inc., (“TECO”), an energy consultant, to provide technical assistance in the procurement of wholesale CNG; and

WHEREAS, TECO has been monitoring the City’s usage of CNG and providing technical assistance regarding the operation of the Station; and

WHEREAS, TECO recently issued a Request for Proposals for Wholesale Compressed Natural Gas (the “RFP”) for the City’s Station for the one-year period commencing November 1, 2024 and ending October 31, 2025; and

WHEREAS, the prospective bidders for the RFP consisted of bidders from TECO’S pool of pre-qualified bidders; and

WHEREAS, on September 5, 2024 at 4:00 p.m., the RFP due date and time, TECO opened the five bid responses that were timely received, and reviewed the bids to ensure they met the RFP requirements; and

WHEREAS, Gas South was initially determined to be the lowest priced bidder, however, the RFP expressly required that the City’s contract was based upon the City’s Purchase Order terms and conditions, and Gas South would not accept these terms; thereby rendering Gas South as nonresponsive to the RFP; and

WHEREAS, Interconn Resources, LLC (“Interconn”) was the next lowest priced bidder and met all the requirements of the RFP; and

WHEREAS, TECO recommends that the City Commission approve the award of the RFP to Interconn, the lowest priced, responsive and responsible bidder to the RFP, and authorize the issuance of a purchase order to Interconn for the CNG for a one year term based on the submitted price of \$0.083 per therm + \$0.02525 LFRR (Low Factor Adjusted Release Rate) per

therm + FGT Zone 3 (currently \$0.27) as provided in the RFP response submitted by Interconn (the “Purchase Order”), with an annual estimated cost of \$115,000.00.

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

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

Section 2. The City Commission hereby approves the award of the RFP to Interconn for the CNG and authorizes the issuance of a Purchase Order to Interconn for the CNG for a one year term commencing November 1, 2024 and ending October 31, 2025.

Section 3. The City Manager is hereby authorized execute the Purchase Order with Interconn for the CNG for a one-year term, consistent with the terms of the RFP, together with such additional terms as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 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

City Of Deerfield Beach Volume Summary

Acct #	Location	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Total
221008011902	Deerfield Beach	11,741	10,303	10,257	11,866	11,584	10,678	10,500	11,653	9,373	11,155	12,067	12,975	134,153

Acct #	Location	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Total
221008011902	Deerfield Beach	14,476	11,606	5,569	12,367	11,911	10,032	15,041	13,906	11,598	16,187	14,147	12,766	149,605

Acct #	Location	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Total
221008011902	Deerfield Beach	17,073	13,900	17,243	15,377	15,537	14,147	19,363	15,702	16,223	16,934	19,287	14,037	194,823

Acct #	Location	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Total
221008011902	Deerfield Beach	15,563	14,394	11,864	15,003	14,442	16,995.00	12,282.00	14,047.00	16,364.00	13,834.00	14,636.00	13,686.00	173,110.0

Acct #	Location	Mar-24	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Total
221008011902	Deerfield Beach	18,012	10,014	14,673	13,938	11,649								68,286.0

Acct #	Location	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Total
221008011902	Deerfield Beach													-
Future Pricing: Budget								NYMEX	0.5067	0.5129	0.527	0.5368	0.518	
								Pass thru	0.093	0.093	0.093	0.093	0.093	
								Fuel	0.015201	0.015387	0.01581	0.016104	0.01554	
								LFARR	0.03	0.03	0.03	0.03	0.03	
								TECO	0.21087	0.21087	0.21087	0.21087	0.21087	
Per Therm Total:									\$0.856	\$0.862	\$0.877	\$0.887	\$0.867	
Acct #	Location	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Total
221008011902	Deerfield Beach													-
	NYMEX	0.4692	0.3635	0.353	0.3592	0.3638	0.3642	0.3632						
	Pass thru	0.093	0.093	0.093	0.093	0.093	0.093	0.093						
	Fuel	0.014076	0.010905	0.01059	0.010776	0.010914	0.010926	0.010896						
	LFARR	0.03	0.03	0.03	0.03	0.03	0.03	0.03						
	TECO Char	0.21087	0.21087	0.21087	0.21087	0.21087	0.21087	0.21087						
Per Therm	Total:	\$0.817	\$0.708	\$0.697	\$0.704	\$0.709	\$0.709	\$0.708						

RFP Close Date: September 5, 2024, at 4:00PM

Counterparty: City of Deerfield Beach – CNG Facility

Locations: 401 SW 4th St. Deerfield Beach, FL
LDC Account Number: 22100811902

Volumes: Estimated Annual Therms – 175,000 therms (please see attached)

Commodity: Natural Gas

Delivery Point: PGS NCTS

Term of Request: November 2024 – October 2025

Type of Service Requested: Firm, Full Requirements, 100% swing

Pricing Formats:

- IFERC FGT Index (or NYMEX) + Margin + Pass Through - 100% swing
- IFERC FGT Index (or NYMEX) + all in (please define which charges are included or excluded in your bid) – 100% swing

Other Conditions:

- Supplier will state ability for customer to trigger fixed prices during the term of Agreement
- Contract will not contain an automatic renewal, and may be terminated 30 days prior to end of confirmation period
- Supplier will be responsible for nominations and balancing on all accounts; any balancing fees will be the responsibility of the supplier and will not be borne by the City of Deerfield Beach
- The City of Deerfield Beach PO will be utilized as the contact. Please see Exhibit II for Terms and Conditions.
- Contract Extension - In the event services are scheduled to end because of the expiration of the contract, the Supplier shall continue the service upon the request of the City Manager or designee. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Proposer shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.
- Although it is the intent of the City to enter into a contract for the products and services contemplated in this competitive solicitation, the City is under no obligation to make an award pursuant to this competitive solicitation.
- An award recommendation will be made by TECO with the concurrence of the Purchasing Division and Contract Administration Division to the lowest, responsive and responsible offeror able to meet the requirements of the bid specifications.
- City's Exclusive Rights The City reserves the exclusive rights to: (a) Waive any deficiency or irregularity in the selection process; (b) Accept or reject any or all qualifications statements or bids in part or in whole; (c) Request additional information as appropriate; (d) Award all or a portion of the services set forth in this solicitation to one or more respondents as determined to be in the best interest of the City; and (e) Reject any or all submittals if found not to be in the best interest of the City; (f) In the event of a sole response, City reserves the right to reject the sole response



All responses will be evaluated by TECO and will be kept confidential. The winning Bidder will be selected based upon a review of the above factors. TECO may seek further information and/or clarification from a particular Bidder or Bidders prior to making a final decision. TECO intends to select the winning bidder on or before **September 15, 2024.**

If Bidder elects to include an alternative pricing format, the proposal shall contain a full description of the price format.

ALL BIDS (INCLUDING BUT NOT LIMITED TO, PRICING TERMS) SUBMITTED TO TECO FOR CONSIDERATION SHALL BE CONSIDERED VALID OFFERS UNTIL SUCH TIME AS THE BID IS AWARDED UNLESS OTHERWISE NOTATED BY BIDDER

Please submit responses to: knordlund@tecoenergy.com

Customer: City of Deerfield Beach
RFP Results for: October 1, 2024 - September 30, 2025
Date Submitted:
Pricing Format: Therms
NCTS Accounts EAT: 172,923
Term: One Year

	Supplier Bid:	NYMEX	FGT Zone 3	NYMEX plus Pass Thru Cost	FGT Zone 3 plus Pass Thru Cost
	Nextera Energy Services	\$0.1500			
	Interconn Resources		\$0.0830		
	New Wave	\$0.122			
	Tiger NG				\$0.043

	Fuel Cost:		Pass Through Cost:					
	NYMEX	FGT Zone 3	Pipeline Capacity	Fuel Retention				
Current Rate	0.2382	0.2700	0.08041	0.01209				
Fuel + Adder+ applicable Pass Thru's								
	NYMEX	FGT Zone 3	NYMEX plus Pass Thru Cost	FGT Zone 3 plus Pass Thru Cost	Cost per Therm	Municipal Public Service Tax	Total Cost per Therm	Bidder Ranking
	\$0.4137				\$0.4137	\$0.0000	\$0.4137	4
		\$0.3785			\$0.3785	\$0.0000	\$0.3785	1
	\$0.3852				\$0.3852	\$0.0000	\$0.3852	2
				\$0.4055	\$0.4055	\$0.0000	\$0.4055	3

Conclusion: TECO Partners sent RFP's to different suppliers. The results indicate that **Interconn** is the lowest cost third party provider for **City of Deerfield Beach** with a proposed price of FGT Z3(\$.27) + \$.083 + LFARR (\$.02525) costs per therm. Comparisons of bid analysis:

Interconn new bid compared to current Interconn pricing:	\$ (1,210)
Interconn (best bid) compared to New Wave (2nd best bid):	\$ (6,744)
Interconn compared to utility:	\$ (69,581)

Definition:
NYMEX - New York Mercantile Exchange is the largest physical commodity exchange where natural gas and other commodity are traded.
FGT Zone 3 - The price of the gas delivered at FGT Zone 3. These indices are compiled and published through subscription.
Pass Thru Cost - The cost to get gas from the well to city gate. It includes capacity charges, reservation and fuel loss charges.



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2024-512

Agenda Date: 10/1/2024

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 award of ITB #24-19-VP for tire services and mounted wheel program on an as-needed basis to Earl W. Colvard, Inc. d/b/a Boulevard Tire Center in an annual amount not to exceed \$200,000.00; authorizing execution of a contract with Boulevard Tire Center for a three-year term, with the option to renew for an additional two-year term; and providing an effective date. (Funds from Account #450-340-34000-0000-503807 - Solid Waste/Recycle Tires)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$200,000 annual NTE (as needed basis)

Account Name: Solid Waste/Recycle Tires

Account Number: 450-340-34000-0000-503807

Background/History

The City has a fleet of approximately 250 vehicles that includes sedans, SUVs, ATV/Utility vehicles, light-duty and heavy-duty trucks and equipment, and large sanitation trucks. These vehicles are maintained by the Fleet Management Division located at 401 SW 4 Street, Deerfield Beach, FL 33441.

The purpose of this solicitation is to engage a company that specializes in tires and related services and is committed to providing a quick response to the City's requests for services. Work under the contract will be done as needed. As such, no compensation to the Contractor will accrue until work under the contract is authorized.

The Contractor shall provide all labor, supervision, travel, materials, and equipment, necessary for on-site and road services as well as tire mounting, balancing, re-treading, and inspection services for passenger, light, and heavy-duty trucks.

Current Activity

The City's heavy-duty vehicles, more specifically the refuse trucks, rely on the retread services that only a few local vendors perform. The City issued an invitation to bid for Tire Services and Mounted Wheel Program, (ITB# 24-19-V) to secure the best pricing for tire service and mounted wheel program. See the attached procurement memorandum and related backup information identifying Boulevard Tire Center as the lowest, responsive and responsible bidder to meet the ITB requirements.

Recommendation

Staff recommends awarding the solicitation to Boulevard Tire Center for an amount not to exceed \$200,000 on an annual basis, for an initial three (3) year term with an option for an additional two (2) year renewal.

RESOLUTION NO. 2024/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE AWARD OF ITB #24-19-VP FOR TIRE SERVICES AND MOUNTED WHEEL PROGRAM ON AN AS-NEEDED BASIS TO EARL W. COLVARD, INC. D/B/A BOULEVARD TIRE CENTER IN AN ANNUAL AMOUNT NOT TO EXCEED \$200,000.00; AUTHORIZING EXECUTION OF A CONTRACT WITH BOULEVARD TIRE CENTER FOR A THREE-YEAR TERM, WITH THE OPTION TO RENEW FOR AN ADDITIONAL TWO-YEAR TERM; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City issued Invitation to Bid #24-19-VP (the “ITB”) seeking a qualified vendor to provide tire services and a mounted wheel program to the City on an as-needed basis as set forth in the ITB (collectively, the “Services”); and

WHEREAS, the ITB was advertised in the legal notices section of Broward County’s designated website on April 30, 2024, and the notice was sent to 55 prospective vendors via the e-Procurement Marketplace with nine (9) vendors viewing the ITB documents; and

WHEREAS, on June 21, 2024, at 2:00 p.m., the ITB final due date and time, the Purchasing and Contract Division (the “Division”) opened the two (2) bids that were timely received, and reviewed the bids to ensure that each bid met the ITB requirements; and

WHEREAS, Goodyer Tire and Rubber Company (“Goodyear”), submitted its bid response ,which included exceptions/revisions to the ITB term package terms and conditions, and such revisions did not adhere to the ITB package Section III General Terms and Conditions, Paragraph 3 requirement that the bidder notify the City in writing to request modifications, clarifications, or changes prior to the last date for questions; and

WHEREAS, due to Goodyear not complying with the ITB requirements, Goodyear has been deemed non-responsive; and

WHEREAS, the Division reviewed the bid submitted by Earl W. Colvard, Inc. d/b/a Boulevard Tire Center (“Boulevard Tire”), the apparent sole responsive and responsible bidder, discussed it with the Department of Sustainable Management staff and concluded that Boulevard Tire met all the requirements of the ITB; and

WHEREAS, the Division recommends that the City Commission approve the award of the ITB to Boulevard Tire, the sole responsive and responsible bidder to the ITB, and authorize the execution of a contract with Boulevard Tire, for a three year term with one additional two year renewal option term, to provide the Services based upon the rates set forth in Boulevard Tire’s bid response with a budgeted annual amount not to exceed \$200,000.00 (the “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 the award of the ITB to Boulevard Tire to provide the Services on an as-needed basis based upon the rates set forth in Boulevard Tire bid response, in an annual amount not to exceed \$200,000.00. The Contract with Boulevard Tire, consistent with the terms of the ITB, is hereby approved.

Section 3. The City Manager is hereby authorized to execute the Contract with Boulevard Tire to provide the Services on an as-needed basis based upon the rates set forth in Boulevard Tire’s bid response, and based upon the terms and conditions of the ITB, together with such additional terms as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney

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

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2024.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK



Memorandum

TO: Chad Grecsek, Director of Sustainable Management
FROM: Vanessa Pierre-Pajotte, Buyer
THRU: Peggy Cadeaux, Purchasing Manager
DATE: September 8, 2024
SUBJECT: Tire Services and Mounted Wheel Program, ITB# 24-19-VP

The Purchasing and Contract Administration Division issued an Invitation to Bid for the Tire Services and Mounted Wheel Program, ITB# 24-19-VP. This formal competitive solicitation process complies with the City of Deerfield Beach procurement requirements. Details of the competitive solicitation process are as follows:

- On April 30, 2024 the ITB was advertised in the legal notices section of the Broward County Website. The notice was sent to fifty-five (55) prospective bidders via the e-Procurement Marketplace.
- Nine (9) vendors viewed the documents of the ITB.
- On May 22, 2024, the ITB closing date was extended to May 29, 2024 to allow additional time for bidders to submit a response. On May 29, 2024 ITB closing was extended again until June 5, 2024. On June 5, 2024 ITB was extended one last time to June 21, 2024 to allow additional time for bidders to submit a response.
- On June 21, 2024 at 2:00 p.m. EST, the Purchasing and Contract Administration Division closed and unsealed two (2) responses. The responses were reviewed by the Purchasing and Contract Administration Division to ensure the responses met the ITB requirements.
- Boulevard Tire Center (Earl W. Colvard, Inc.) met all the requirements of the ITB. However, The Goodyear Tire & Rubber Company (The Goodyear Tire & Rubber) submitted all necessary documents with exceptions to the ITB package terms and conditions.
- Pursuant to ITB package Section III – General Terms and Conditions, item #3 Addenda, changes, and Interpretations, The Goodyear Tire & Rubber Company (The Goodyear Tire & Rubber) is deemed non-responsive. Vendor never reached out via phone or emails after registering on E-procurement Marketplace after the deadline to submit questions, with any questions or concerns. However, submittals were received with exceptions to the terms and conditions as well as insurance requirements terms and conditions.
- The Purchasing and Contract Administration Division discussed the response with the Department of Sustainable Management staff of which concurred that Boulevard Tire Center (Earl W. Colvard, Inc.) meets all the requirements of the ITB.
- Reference checks were conducted on Boulevard Tire Center (Earl W. Colvard, Inc.) and revealed positive ratings.
- Documentation related to this solicitation may be obtained by e-mailing vpajotte@deerfield-beach.com. You may contact the Purchasing and Contract Administration Division at 954-480-4415 with any questions.

In summary, Boulevard Tire Center (Earl W. Colvard, Inc.) is the low, responsive and responsible bidder able to meet the ITB requirements; therefore, the award recommendation of this ITB is to Boulevard Tire Center (Earl W. Colvard, Inc.)

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

Att. Pricing Form, Scope of Work

SECTION VI – SCOPE OF WORK

A. BACKGROUND

The City has a fleet of approximately 250 vehicles that includes, sedans, SUVs, ATV/Utility vehicles, and light duty and heavy-duty trucks and equipment, and large sanitation trucks. These vehicles are maintained by the Fleet Management Division located at: 401 SW 4 Street, Deerfield Beach, FL 33441.

The purpose of this solicitation is to engage a company that specializes in tires and related services who is committed to providing quick response to the City's requests for services. Work under the Contract will be on an as-needed basis. As such, no compensation to Contractor will accrue until work under the Contract is provided.

B. SCOPE OF WORK

The Contractor shall provide all labor, supervision, travel, materials, and equipment, necessary for on-site and road services as well as tire mounting, balancing, re-treading and inspection services for passenger, light and heavy duty trucks.

C. AGREEMENT TERM

The term of the contract resulting from this ITB shall be three years with the option to renew for an additional two-year term.

D. GENERAL REQUIREMENTS

i. Services at Fleet Management Facility

Supplier shall:

- (a) Provide onsite services at the Fleet Management facility to include but not limited to, removal, installation, and balancing of tires on rims at the City Fleet Management garage and the City's co-located vehicle areas.

ii. Services during Service Call and Road Service

Supplier shall:

- (a) Respond to road service calls during regular business hours of 7:00 AM through 4:00 PM Monday through Friday.
- (b) Respond to road service calls during regular business hours within one hour of request by the City unless otherwise agreed to.
- (c) Respond to after-hours road service calls on an on-call basis between the hours of 4:00 PM and 7:00 AM (primarily for refuse vehicles) seven days per week, 365 days per year.
- (d) Provide emergency road call and over the road service within two (2) hours of request by the City, unless otherwise agreed to, that include, but are not limited to, replacing unusable tires, repairing flat tires, and replacing tire valves as required. Emergency services are required when a vehicle is involved in an accident or other similar incident.

iii. Heavy Duty Truck Mounted Wheel Program and Retread Tire Services

Supplier shall:

- (a) Provide tire retread service that includes complete casing inspection and certification per manufacturer standards.
- (b) Provide mounted wheel program services that include sealant for all tires to be delivered.
- (c) Provide mounted wheel program and tire services within seven (7) days of notice by the City, unless otherwise agreed to.
- (d) Provide services on various size tires as follows:

(1) Dismount/Mount:

- a. 315/80R22.5
- b. 425/65R22.5
- c. 11R22.5
- d. 12R22.5

(2) Valve Stem:

- a. 315/80R22.5
- b. 425/65R22.5
- c. 11R22.5
- d. 12R22.5

(3) Gator Cap:

- a. 315/80R22.5
- b. 425/65R22.5
- c. 11R22.5
- d. 12R22.5

(4) High speed tire sealant:

- a. 315/80R22.5
- b. 425/65R22.5
- c. 11R22.5
- d. 12R22.5

(5) Retread Service:

- a. 315/80R22.5
- b. 425/65R22.5
- c. 11R22.5
- d. 12R22.5

iv. PARTS

(a) Supplier shall:

- (1) Bill all parts utilized in the provision of services at Supplier's cost, plus the agreed upon percentage as stated in the Pricing Form.

(b) The City shall:

- (1) Conduct random audits of prices billed for parts.

[END]

Item	Description	Published Price	Estimated Quantities**	City Contract Price	Extendend Price
1	Road Service Call, Regular Hours (7:00AM-4:00PM) (Per Hour)	\$ 135.00		\$ 90.00	\$ -
2	Road Service Call, After Regular Hours (4:00PM – 7:00AM) (Per Hour) (2Hour Minimum)	\$ 175.00		\$ 120.00	\$ -
3	Service Call at City Fleet Management Facility (Regular Hours) (Scheduled)	\$ 135.00		\$ 90.00	\$ -
4	Service Call at City Equipment Yards (Regular Hours)	\$ 135.00		\$ 90.00	\$ -
5	Service call Mount and Dismount	\$ 55.00		\$ 38.00	\$ -
6	Service Call Flat Repair	\$ 65.00		\$ 43.00	\$ -
7	Emergency Service Calls Per Hour	\$ 135.00		\$ 90.00	\$ -
8	Mounted Wheel Program Labor	\$ 27.00		\$ 18.00	\$ -
9	Powder Coat Steel Wheel (White)	\$ 35.00		\$ 28.00	\$ -
10	Retread 11R22.5 (Recap Only)	\$ 285.28		\$ 225.22	\$ -
11	11R22.5 Casing	\$ 110.00		\$ 90.00	\$ -
12	Retread 315/80R22.5 (Recap Only)	\$ 343.22		\$ 270.96	\$ -
13	315/80R22.5 Casing	\$ 150.00		\$ 125.00	\$ -
14	Retread 425/65R22.5 (Recap Only)	\$ 443.15		\$ 349.85	\$ -
15	425/65R22.5 Casing	\$ 125.00		\$ 100.00	\$ -
16	Section Repair W/Retread	\$ 67.88		\$ 22.03	\$ -
17	Section Repair W/O Retread	\$ 103.68		\$ 38.50	\$ -
18	Sealant Per Tire	\$ 34.99		\$ 25.91	\$ -

19	Valve Stem	\$ 12.00		\$ 6.50	\$ -
20	Valve Cap	\$ 2.50		\$ 1.75	\$ -
21	Fuel Surcharge	\$ 27.50		\$ 15.00	\$ -
22	Tire Disposal Fee	\$ 18.00		\$ 12.00	\$ -
	TOTAL				\$ -
23	Percentage of Markup on Parts and Tires above Supplier's Cost	25	N/A	15	N/A

NOTE: Each line must indicate the Supplier's Published Price as well as the price submitted for the City's contract

**** Quantities provided are estimated for the purpose of evaluation of bids only. The City makes no commitment or guarantee concerning quantities or usage under the contract resulting from this solicitation.**



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2024-482

Agenda Date: 10/1/2024

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 Contract #JA125-06-2025 with the Areawide Council on Aging of Broward County, Inc., for the Older Americans Act Program in an amount not to exceed \$192,840.00 and a city matching fund contribution of \$83,791.23 for a total program funding of \$276,631.23; authorizing execution of the Contract; providing for implementation and an effective date. (Funds from Account #100-000-640-0000-33169-331698 - General Fund/Senior Citizens Grant & Account #100-000-640-0000-33169-331699 - General Fund/Title III E Federal Grant)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$276,631.23 (Council Funding of \$192,840.00 and City match of \$83,791.23)

Account Name: General Fund/Senior Citizens Grant

Account Number: 100-000-640-0000-33169-331698

Secondary Account Name: General Fund/Title III E Federal Grant

Secondary Account Number: 100-000-640-0000-33169-331699

Background/History

The City of Deerfield Beach Center for Active Aging/Northeast Focal Point Senior Center and the Areawide Council on Aging of Broward County, Inc./Area Agency on Aging have been working together in collaboration for over 43 years to provide supportive services for the senior population in the City.

The Older American Act (OAA) Program is a federal program initiative that provides assistance to older persons and caregivers and is the only federal supportive services program directed solely toward improving the lives of older people.

Current Activity

This agreement provides funding from the Council in an amount not to exceed \$192,840.00 for the Older American Act Program. The City is required to provide matching funds in the amount of \$83,791.23, which has been budgeted. Through this Agreement, the City will enhance the lives of persons sixty and over and caregivers by providing health support, recreation, counseling, and promoting overall well-being and continued independence.

Recommendation

It is recommended that the City Commission approve agreement #JA125-06-2025 with the Areawide

Council on Aging of Broward County, Inc., in an amount not to exceed \$192,840.00 for the OAA program.

RESOLUTION NO. 2024/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING CONTRACT #JA125-06-2025 WITH THE AREAWIDE COUNCIL ON AGING OF BROWARD COUNTY, INC., FOR THE OLDER AMERICANS ACT PROGRAM IN AN AMOUNT NOT TO EXCEED \$192,840.00 AND A CITY MATCHING FUND CONTRIBUTION OF \$83,791.23 FOR TOTAL PROGRAM FUNDING OF \$276,631.23; AUTHORIZING EXECUTION OF THE CONTRACT; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, the City of Deerfield Beach (“City”) wishes to contract with the Areawide Council on Aging of Broward County, Inc. (“Council”) for the provision of the Older Americans Act Program (the “OAA Program”) at the City’s Northeast Focal Point Center for a one-year period pursuant to Contract #JA 125-06-2025, attached as Exhibit “A”, (the “OAA Contract”), and consistent with the Master Contract #JM023-06-2025 (“Master Contract”); and

WHEREAS, the Master Contract sets forth the general terms and conditions applicable to separate agreements between the City and the Council, such as the OAA Contract; and

WHEREAS, pursuant to the OAA Contract, the OAA Program will provide assistance to eligible seniors sixty-years and older and their caregivers by providing health support, recreation, and counseling, which will enhance their overall well-being and promote their continued independence; and

WHEREAS, the OAA Contract with the Council, attached as Exhibit “A”, will be for a term of one-year effective January 1, 2025 through December 31, 2025 in a funding amount from the Council not to exceed \$192,840.00; and

WHEREAS, the OAA Contract requires the City to provide matching funds in the amount of \$83,791.23, which matching funds have been budgeted; and

WHEREAS, the City Commission believes it is in the best interest of the City to approve and authorize execution of the OAA Contract with the Council.

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

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

Section 2. The City Commission hereby approves the OAA Contract with the Council, attached as Exhibit “A,” in a funding amount from the Council not to exceed \$192,840.00, with the City contributing \$83,791.23 as matching funds for total Program funding of \$276,631.23.

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

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

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2024.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

THIS CONTRACT is entered into between the Areawide Council on Aging of Broward County, Inc., hereinafter referred to as the "Council," and **City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging**, hereinafter referred to as the "Contractor" who are collectively referred to as the "Parties." This Contract is subject to all provisions contained in the Master Contract JM023-06-2025, hereinafter referred to as the "Master Contract" executed between the Council and the Contractor, and its successor, incorporated herein by reference.

WITNESSETH THAT:

WHEREAS, the Council has determined that it is in need of certain services as described herein; and

WHEREAS, the Contractor has demonstrated that it has the requisite expertise and ability to faithfully perform such services as an Independent Contractor for the Council.

NOW, THEREFORE, in consideration of the services to be performed and payments to be made, together with the mutual covenants and conditions hereinafter set forth, the Parties agree as follows:

1. Purpose of Contract

The purpose of this Contract is to provide services in accordance with the terms and conditions specified in this Contract, including all attachments, forms, exhibits, and references incorporated, which constitute the Contract document.

2. Incorporation of Documents within the Contract

This Contract will incorporate attachments, proposal(s), service provider application(s), grant contracts, relevant State of Florida, Department of Elder Affairs' handbooks, manuals or desk books and Master Contract, as an integral part of the Contract, except to the extent that the Contract explicitly provides to the contrary. In the event of conflict in language among any of the documents referenced above, the specific provisions and requirements of the Contract document(s) shall prevail over inconsistent provisions in the proposal(s) or other general materials not specific to this Contract document and identified attachments.

3. Term of Contract

This Agreement when executed will have an effective date of January 1, 2025. It will end at midnight, Eastern Standard Time on December 31, 2025.

4. Contract Amount

The Council agrees to pay for contracted services according to the terms and conditions of this Contract in an amount not to exceed **\$192,840.00**, subject to the availability of funds. **\$171,820.00** represents Federal Older Americans Act (OAA) Title III B funds, **\$15,464.00** represents Areawide Council on Aging (AAA) local matching funds for Title III B, **\$5,000.00** represents Federal OAA Title III E funds and **\$556.00** represents AAA local matching funds for Title III E. In accordance with provision of Title III of the Older Americans Act, the Contractor will contribute **\$83,791.23** to the project in matching funds. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this Contract.

5. Renewals

By mutual agreement of the Parties, in accordance with s. 287.058(1) (g), F.S., the Council may renew this Contract for a period not to exceed three years, or the term of the original Contract, whichever is longer. The renewal price, or method for determining a renewal price, is set forth in the bid, proposal, or reply to the Council's request for Service Provider Application. No other costs for the renewal may

be charged. Any renewal is subject to the same terms and conditions as the original Contract and contingent upon satisfactory performance evaluations by the Council and the availability of funds.

6. Background Screening

The Contractor shall ensure that the requirements of Section 430.0402 and Chapter 435, F.S., as amended, are met regarding background screening for all persons who meet the definition of a direct service provider and who are not exempt from the State of Florida, Department of Elder Affairs' level 2 background screening pursuant to Section 430.0402(2)-(3), F.S. The Contractor must also comply with any applicable rules promulgated by the State of Florida, Department of Elder Affairs and the Agency for Health Care Administration regarding implementation of Section 430.0402 and Chapter 435, F.S.

- 6.1** To demonstrate compliance with this provision, Contractor shall submit Attachment VIII, Background Screening Affidavit of Compliance annually, by January 8, 2025. Further information concerning the procedures for background screening is found at <https://elderaffairs.org/about-us/background-screening/>.

6.2 Investigation of Criminal Allegations

Any report that implies criminal intent on the part of the Contractor or any subcontractors pertaining to the services provided under this Contract and referred to a governmental or investigatory agency must be sent to the Council. If the Contractor has reason to believe that the allegations will be referred to the State Attorney, a law enforcement agency, the United States Attorney's office, or governmental agency, the Contractor shall notify the Council immediately. A copy of all documents, reports, notes, or other written material concerning the investigation, whether in the possession of the Contractor or subcontractors, must be sent to the Council with a summary of the investigation and allegations.

7. Nondiscrimination-Civil Rights Compliance

- 7.1** The Contractor shall execute assurances as stated in the Assurances-Non-Construction Programs, Attachment III of the Master Contract, that it will not discriminate against any person in the provision of services or benefits under this Contract or in employment because of age, race, religion, color, disability, national origin, marital status or sex in compliance with state and federal law and regulations. The Contractor further assures that all contractors, subcontractors, subgrantees, or others with whom it arranges to provide services or benefits in connection with any of its programs and activities are not discriminating against clients or employees because of age, race, religion, color, disability, national origin, marital status or sex.
- 7.2** During the term of this Contract, the Contractor shall complete and retain on file a timely, complete, and accurate Civil Rights Compliance Checklist, Attachment IV.
- 7.3** The Contractor shall establish procedures pursuant to federal law to handle complaints of discrimination involving services or benefits through this Contract. These procedures will include notifying clients, employees, and participants of the right to file a complaint with the appropriate federal or state entity.
- 7.4** If this Contract contains federal funds, these assurances are a condition of continued receipt of or benefit from federal financial assistance, and are binding upon the Contractor, its successors, transferees, and assignees for the period during which such assistance is provided. The Contractor further assures that all subcontractors, Vendors, or others with whom it arranges to provide services or benefits to participants

or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the above statutes, regulations, guidelines, and standards. In the event of failure to comply, the Contractor understands that the Council may, at its discretion, seek a court order requiring compliance with the terms of this assurance or seek other appropriate judicial or administrative relief, including but not limited to, termination of and denial of further assistance.

8. Provision of Services:

The Contractor shall provide services in the manner described in Attachment I.

9. Official Payee and Representatives (Names, Addresses, and Telephone Numbers):

a.	The Contractor name, as shown on page 1 of this Contract, and mailing address of the official payee to whom the payment shall be made is:	City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging 325 NW 2 nd Avenue Deerfield Beach, FL 33441
b.	The name of the contact person and street address where financial and administrative records are maintained is:	Jonathan Salas, Director of Community Services City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging 325 NW 2 nd Avenue Deerfield Beach, FL 33441
c.	The name, address, and telephone number of the representative of the Contractor responsible for the administration of the program under this Contract is:	Jonathan Salas, Director of Community Services City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging 325 NW 2 nd Avenue Deerfield Beach, FL 33441 (954) 480-4449
d.	The section and location within the Council where the Request for Payment and Receipt and Expenditure forms are to be mailed or e-mailed is:	Areawide Council on Aging of Broward County, Inc. 5300 Hiatus Road, Sunrise, FL 33351 fiscal@adrcbroward.org
e.	The name, address, and telephone number of the Council's Program Specialist for this Contract is:	Ingrid Schenk Areawide Council on Aging of Broward County, Inc. 5300 Hiatus Road, Sunrise, FL 33351 (954) 745-9567
Upon change of representatives (names, addresses, telephone numbers) by either party, notice shall be provided in writing to the other party and the notification attached to the originals of this Contract.		

10. All Terms and Conditions Included:

This Contract and its Attachments, I - VIII and any exhibits referenced in said attachments, together with any documents incorporated by reference, contain all the terms and conditions agreed upon by the Parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations, or agreements, either written or verbal between the Parties. By signing this Contract, the Parties agree that they have read and agree to the entire Contract.

IN WITNESS THEREOF, the Parties hereto have caused this 36-page Contract to be executed by their undersigned officials as duly authorized.

CONTRACTOR:

**City of Deerfield Beach, Florida / Northeast
Focal Point Senior Center dba Department of
Active Aging**

**Areawide Council on Aging of
Broward County, Inc.**

BOARD PRESIDENT OR AUTHORIZED
DESIGNEE

SIGNED BY

SIGNED BY

NAME

NAME

TITLE

TITLE

DATE

DATE

FEDERAL ID NUMBER: 59-6000305

FISCAL YEAR-END DATE: September 30

DUNS: 086-382-090

ATTACHMENT I

**OLDER AMERICANS ACT
STATEMENT OF WORK**

I. SERVICES TO BE PROVIDED

A. Definitions of Terms

1. Contract Acronyms

AAA - Area Agency on Aging
ACL - Administration on Community Living
ADL - Activities of Daily Living
AIRS - Alliance of Information & Referral Systems
APCL - Assessed Priority Consumer List
APS - Adult Protective Services
CAP - Corrective Action Plan
CDSME - Chronic Disease Self-Management Education
CDSMP - Chronic Disease Self-Management Program
CIRTS - Client Information and Registration Tracking System
DBPR - Department of Business and Professional Regulation
DHHS - Department of Health and Human Services
DOH - Florida Department of Health
DOEA - State of Florida, Department of Elder Affairs
EBDPHPP - Evidence-Based Disease Prevention and Health Promotion Program
I&R - Information and Referral
IADL - Instrumental Activities of Daily Living
NCOA - National Council on Aging
NSIP - Nutrition Services Incentive Program
OAA - Older Americans Act
PSA - Planning and Service Area
SPA - Service Provider Application
USDA - US Department of Agriculture

2. Program Specific Terms

Adult Child with a Disability: A child who is age 18 or older and is financially dependent on an older individual who is a parent of the child and has a disability.

Child: An individual who is not more than eighteen (18) years of age or an individual with a disability.

Criteria: A standard which the AoA/ACL set for the Title IIID Program.

Description of Event: A description of what took place during the activity.

Direct Elders Served: The number of elders who participated in the program.

Family Caregiver: An adult family member, or another individual, who is an informal provider of in-home and community care to an older individual.

Frail: When an older individual is (1) determined to be unable to perform at least two activities of daily living without substantial human assistance, including verbal reminding, physical cueing, or supervision or (2) unable to perform at least three such activities without such assistance; or, (3) due to a cognitive or other mental impairment, requires substantial supervision because the individual behaves in a manner that poses a serious health or safety hazard to the individual or to another individual.

Grandparent: A grandparent or step-grandparent of a child, or a relative of a child by blood,

marriage or adoption, who: (1) lives with the child, (2) is the primary caregiver of the child because the biological or adoptive parents are unable or unwilling to serve as the primary caregiver of the child, and (3) has a legal relationship to the child, such as legal custody or guardianship, or is raising the child informally.

Living Healthy: Also known as the Chronic Disease Self-Management Program (CDSMP) for the State of Florida.

Provider: A provider is the organization/individual actually conducting the direct service to the clients. CIRTIS entries and Monthly Programmatic Report, where the provider is listed, should be the actual organization conducting the service.

Service Provider Application: A plan developed by the Contractor outlining a comprehensive and coordinated service delivery system, in the respective service area, in accordance with the Section 306 of the Older Americans Act (42 U.S.C. 3026), and the Council instructions.

B. General Description

1. General Statement

The Older Americans Act (OAA) Program is a federal program initiative that provides assistance to older persons and caregivers and is the only federal supportive services program directed solely toward improving the lives of older people.

The program provides a framework for a partnership among the different levels of government and the public and private sectors with a common objective, improving the quality of life for all older individuals by helping them to remain independent and productive.

The primary purpose of the OAA program is to foster the development and implementation of comprehensive and coordinated systems to serve older individuals. The OAA program uses these systems to assist older individuals to attain and maintain maximum independence and dignity in a home environment and allows for the capability of self-care with appropriate supportive services.

2. Authority

All applicable federal laws, regulations, action transmittals, program instructions, review guides and similar documentation related to the following:

- a. Catalog of Federal Domestic Assistance Nos. 93.043, 93.044, 93.045, and 93.052;
- b. Older Americans Act of 1965, as amended 2016;
- c. Section 311 of the Older Americans Act of 1965, as amended 2016 (42 U.S.C. § 3030a);
- d. 42 U.S.C. § 303 and § 604;
- e. Rule 58A-1, Florida Administrative Code (F.A.C.);
- f. Section 430.101, Florida Statutes (F.S.); and
- g. DOEA Programs and Services Handbook, which is hereby incorporated by reference, to include any subsequent revisions thereof.

3. Scope of Service

The Contractor is responsible for the programmatic, fiscal, and operational management of the Title IIIB, Supportive Services; Title IIIC1, Congregate Nutrition Services; Title IIIC2, Home Delivered Nutrition Services; Title IIID, Evidence-Based Disease Prevention and Health Promotion Services; and Title IIIE, Caregiver Support Services programs of the OAA within its designated sector outlined in the Council-approved SPA and as specified in the Budget Summary, Attachment IV. The scope of service includes planning, coordinating and assessing the needs of older persons, and assuring the availability and quality of services. The services shall be provided in a manner consistent with and described in both the current Contractor's Council-approved SPA and the current DOEA Programs and Services Handbook.

4. Major Program Goals

The major goals of the OAA Program are to improve older individuals' quality of life, preserve their independence, and prevent or delay their need for costlier institutional care. These goals are achieved through the implementation of a comprehensive and coordinated service system that provides a continuum of service alternatives and effective delivery of nutritious meals that meet the diverse needs of elders and their caregivers.

C. Clients to be Served

1. General Description

The OAA Program gives preference to older individuals with greatest economic need and older individuals with greatest social need, with particular attention to low-income older individuals, including low-income minority older individuals, older individuals with limited English proficiency, and older individuals residing in rural areas.

2. Client Eligibility

a. OAA Title III

Consumers shall not be dually enrolled in an OAA Program and a Medicaid capitated Long-Term Care Program, except consumers in need of OAA Legal Assistance services and OAA Congregate Nutrition Services, including transportation to and from congregate meal sites.

b. OAA Title IIIB, Supportive Services

- i. Individuals must be age sixty (60) or older; and
- ii. I&R/Assistance services are provided to individuals regardless of age.

c. OAA Titles IIIC1 and IIIC2, Nutrition Services, General

General factors that shall be considered in establishing priority for the receipt of nutrition services include those older persons who:

- i. Cannot afford to eat adequately;
- ii. Lack the skills or knowledge to select and prepare nourishing and well-balanced meals;
- iii. Have limited mobility which may impair their capacity to shop and cook for themselves;
- iv. Have a disabling illness or physical condition requiring nutritional support; or
- v. Have been screened at a high nutritional risk.

d. OAA Title IIIC1, Congregate Nutrition Services

In addition to meeting the general nutrition services eligibility requirements listed in Section I.C.2.c., individuals must be mobile, not homebound, and physically, mentally, and medically able to attend a congregate nutrition program. Individuals eligible to receive congregate meals include the following:

- i. Individuals age sixty (60) or older;
- ii. Any spouse (regardless of age) who attends the dining center with his/her eligible spouse;
- iii. Persons with a disability, regardless of age, who reside in a housing facility occupied primarily by older individuals where congregate nutrition services are provided;
- iv. Disabled persons who reside at home with and accompany an eligible person to the dining center; and
- v. Volunteers, regardless of age, who provide essential services on a regular basis during meal hours.

e. OAA Title IIIC2, Home Delivered Nutrition Services

In addition to meeting the general nutrition services eligibility requirements as listed in Section I.C.2.c., individuals must be homebound and physically, mentally, or medically unable to attend a congregate nutrition program. Individuals eligible to receive home delivered meals include the following:

- i. Individuals age sixty (60) or older who are homebound because of illness, disability, or

- isolation;
- ii. The spouse of a homebound eligible individual, regardless of age, if the provision of the collateral meal supports maintaining the person at home;
- iii. Individuals with disabilities, regardless of age, who reside at home with eligible individuals and are dependent on them for care; and
- iv. Persons at nutritional risk who have physical, emotional, or behavioral conditions which would make their presence at congregate nutrition sites inappropriate; and
- v. Persons at nutritional risk who are socially or otherwise isolated and unable to attend a congregate nutrition site.
- f. **OAA Title IIID, Disease Prevention and Health Promotion Services**
 - i. Target individuals age sixty (60) or older; and
 - ii. Priority will be given to individuals residing in medically underserved areas.
- g. **OAA Title IIIE, Caregiver Support Services**
Eligibility for OAA Title IIIE, Caregiver Support Services, is as follows:
 - i. Eligible individuals include
 - (1) Family caregivers of individuals age sixty (60) or older; and
 - (2) Grandparents, age fifty-five (55) or older, or older individuals, age fifty-five (55) or older, who are relative caregivers.
 - ii. For respite and supplemental services, a family caregiver must be providing care for an older individual who meets the definition of the term “frail” as defined above.
 - iii. Priority will be given to family caregivers who provide care for individuals with Alzheimer’s disease and related disorders with neurological and organic brain dysfunction and to grandparents or older individuals who are relative caregivers who provide care for children with severe disabilities.

II. MANNER OF SERVICE PROVISION

A. Service Tasks

To achieve the goals of the OAA Program, the Contractor shall ensure performance of the following tasks:

1. Client Eligibility Determination

The Contractor shall ensure that applicant data is evaluated to determine eligibility. Eligibility to become a client is based on meeting the requirements described in Section I.C.2.

2. Targeting and Screening New Clients for Service Delivery

The Contractor shall develop and implement policies and procedures consistent with OAA targeting and screening criteria for new clients.

3. Program Services

The Contractor shall ensure the provision of program services is consistent with the Contractor’s current SPA, as updated and approved by the Council, and the current DOE Programs and Services Handbook.

4. Program Eligibility Requirements

a. Provider’s Nutrition Service Operations

The Contractor shall ensure that the nutrition service operations meet the requirements of this Contract, as well as any other applicable regulations and policies prescribed by the current DOE Programs and Services Handbook, DHHS, USDA, DOH and local health departments, DBPR, or any other agency designated to inspect meal quality for the State.

b. Prescribed Nutritional Requirements

The Contractor shall ensure that each meal provided under this Contract meets the following criteria:

- i. Complies with the current Dietary Guidelines for Americans, published by the Secretaries of the DHHS and USDA; and
- ii. Provides a minimum of thirty-three and a third percent (33 1/3%) of the dietary reference intakes/adequate intakes for a female age seventy (70) or older as established by the Food and Nutrition Board of the National Academy of Sciences.

c. Food Origin and Commodities Requirements

The Contractor may use NSIP funds to purchase foods of U.S. origin for their nutrition projects under Title III of the OAA. NSIP funds must be used to expand meal services to older adults.

B. Use of Subcontractors

If this Contract involves the use of a subcontractor or third party, then the Contractor shall not delay the implementation of its agreement with the subcontractor. If any circumstance occurs that may result in a delay for a period of sixty (60) days or more of the initiation of the subcontract or the performance of the subcontractor, the Contractor shall notify the Council's Program Specialist and the Council's Chief Financial Officer in writing of such delay. The Contractor shall not permit a subcontractor to perform services related to this Contract without having a binding subcontractor agreement executed. In accordance with Section 23 of the Master Contract, the Council will not be responsible or liable for any obligations or claims resulting from such action.

1. Copies of Subcontracts

The Contractor shall submit copies of all subcontracts to the Council's Program Specialist within thirty (30) days of execution of each subcontract agreement.

2. Monitoring the Performance of Subcontractors

The Contractor shall monitor, at least once per year, each of its subcontractors, sub-recipients, vendors, and/or consultants paid from funds provided under this Contract. The Contractor shall perform fiscal, administrative, and programmatic monitoring to ensure contractual compliance, fiscal accountability, programmatic performance, and compliance with applicable state and federal laws and regulations. The Contractor shall monitor its subcontractors to ensure that the budget and scope of work are accomplished within the specified time periods, and that all performance goals stated in this Contract are achieved.

C. Staffing Requirements**1. Staffing Levels**

The Contractor shall assign staff as needed to perform the tasks, responsibilities, obligations and duties under this Contract.

2. Professional Qualifications

The Contractor shall ensure that the staff responsible for performing any duties or functions within this Contract have the qualifications specified in the DOEA Programs and Services Handbook.

The Contractor shall have a representative participate in conference calls and training as required by the Council.

3. Service Times

The Contractor shall ensure the provision of the services listed in the Contract during normal business hours unless other times are more appropriate to meet the performance requirements of the Contract, and it shall monitor its subcontractors to ensure they are available to provide services during hours responsive to client needs and during those times which best meet the needs of the relevant service

community. Normal business hours are defined as Monday through Friday, 8:00am to 5:00pm, except on holidays.

4. Changes in Title IIID Service Delivery Locations or Service Times

The Contractor shall provide the Council's Program Specialist with 30 days' notice of any plan temporarily or permanently changing any Title IIID service delivery location or service times. Any changes to the service delivery location or service times must have the approval of the Council's Program Specialist.

5. Use of Volunteers to Expand the Provision of Available Services

The Contractor shall ensure the use of trained volunteers in providing direct services delivered to older individuals and individuals with disabilities needing such services. If possible, the Contractor shall work in coordination with organizations that have experience in providing training, placement, and stipends for volunteers or participants (such as organizations carrying out Federal service programs administered by the Corporation for National and Community Service), in community service settings. The Contractor shall provide a quarterly report of volunteer activities and services in a format provided by the Council.

The Contractor shall involve community centers, faith based-institutions, hospitals, libraries, or community sites in its EBDPHP services coordination efforts. If the program allows lay individuals, to be facilitators, the Contractor shall aim to use volunteers vs. paid staff for EBDPHP services.

D. Deliverables

The following section provides the specific quantifiable units of deliverables and the source documentation required to evidence the completion of the tasks specified in this Contract. The Contractor must submit all required documentation in the time and manner specified for the minimum performance levels to be met. Each deliverable must be accepted in writing by the Council's Program Specialist based on the requirements for each deliverable before the Contractor submits an invoice requesting payment.

1. Delivery of Services to Eligible Clients

The Contractor shall ensure the provision of a continuum of services that meets the diverse needs of elders and their caregivers. Documentation of service delivery must include a report consisting of the following: number of clients served, number of service units provided by service, and rate per service unit with calculations that equal the total invoice amount. The Contractor shall ensure the performance and reporting of the following types of services, in accordance with the Contractor's current Council-approved SPA, the current DOE A Programs and Services Handbook, and Section II.A.

a. Supportive Services (IIIB Program)

Supportive services include a variety of community-based and home-delivered services that support older individuals' quality of life by helping them remain independent and productive. Services include the following:

- i. Adult Day Care/Adult Day Health Care;
- ii. Caregiver Training/Support;
- iii. Case Aid/Case Management;
- iv. Chore and Chore (Enhanced);
- v. Companionship;
- vi. Counseling (Gerontological and Mental Health/Screening);
- vii. Education/Training;
- viii. Emergency Alert Response;
- ix. Escort;

- x. Health Support;
 - xi. Home Health Aid;
 - xii. Homemaker;
 - xiii. Housing Improvement;
 - xiv. Interpreter/Translating;
 - xv. Legal Assistance;
 - xvi. Material Aid;
 - xvii. Occupational Therapy;
 - xviii. Outreach;
 - xix. Personal Care;
 - xx. Physical Therapy;
 - xxi. Recreation;
 - xxii. Respite Services (In-Home and Facility Based);
 - xxiii. Screening/Assessment;
 - xxiv. Shopping Assistance;
 - xxv. Skilled Nursing;
 - xxvi. Specialized Medical Equipment, Services, and Supplies;
 - xxvii. Speech Therapy;
 - xxviii. Telephone Reassurance; and
 - xxix. Transportation.
- b. Congregate Nutrition Services (IIC1 Program)**
 Nutrition services are provided in congregate settings and are designed to reduce hunger and food insecurity and to promote socialization and the health and well-being of older individuals through access to nutrition and other disease prevention and health promotion services. Services include the following:
- i. Congregate meals;
 - ii. Congregate meals screening;
 - iii. Nutrition education; and nutrition counseling; and
 - iv. Outreach.
- c. Home Delivered Nutrition Services (IIC2 Program)**
 In-home nutrition services are provided to reduce hunger and food insecurity; promote socialization and the health and well-being of older individuals by assisting such individuals to gain access to nutrition and other disease prevention and health promotion services. Services include the following:
- i. Home delivered meals;
 - ii. Nutrition education and counseling;
 - iii. Outreach; and
 - iv. Screening/Assessment.
- d. Disease Prevention and Health Promotion Services (Title IID Program)**
 Evidence-Based Disease Prevention and Health Promotion (EBDPHP) services have been demonstrated through evaluation to be effective for improving health and wellbeing or reducing disease, disability, and/or injury among older adults. The ACL defines EBDPHP services as meeting highest-level criteria. Only services that meet the highest-level criteria are allowable under the IID Program. EBDPHP services must be delivered per the requirements of the program and ensure program fidelity. EBDPHP services include the following:
- i. A Matter of Balance;
 - ii. Active Living Every Day;
 - iii. Arthritis Foundation Exercise Program;

- iv. Arthritis Foundation Tai Chi Program (Tai Chi for Arthritis);
- v. Arthritis Self-Management Program;
- vi. Brief Intervention & Treatment for Elders (BRITE);
- vii. Chronic Disease Self-Management Program;
- viii. Chronic Pain Self-Management Program;
- ix. Diabetes Empowerment Education Program (DEEP);
- x. Diabetes Self-Management Program;
- xi. Disease Information
- xii. Enhance Fitness;
- xiii. Enhance Wellness;
- xiv. Fit and Strong!;
- xv. Healthy Eating Every Day;
- xvi. Healthy Ideas;
- xvii. Healthy Moves for Aging Well;
- xviii. Home Injury Control;
- xix. HomeMeds;
- xx. Physical Fitness;
- xxi. Powerful Tools for Caregivers;
- xxii. Program to Encourage Active Rewarding Lives for Seniors (PEARLS);
- xxiii. Programa de Manejo Personal de la Artritis;
- xxiv. Programa de Manejo Personal de la Diabetes;
- xxv. Stepping On;
- xxvi. Stay Active and Independent for Life (SAIL);
- xxvii. Tai Chi/Tai Ji Quan Moving for Better Balance (Highest-Level);
- xxviii. Tomando Control de su Salud;
- xxix. Un Asunto de Equilibrio; and
- xxx. Walk with Ease.

The Contractor must request in writing the use of any EBDPHP programs which are not listed in the DOEA Programs and Services Handbook (or Notice of Instruction) to the Council's Program Specialist or designee prior to delivering the service. If this supporting documentation is not submitted and approved by the Council, then the Council will not provide reimbursement for services.

e. Caregiver Support Services (IIIE Program)

The following services are intended to provide direct aid to caregivers in the areas of health, nutrition, and financial literacy, and to assist them with decision-making and problem-solving related to their caregiving roles and responsibilities:

- i. Adult Day Care/Adult Day Health Care;
- ii. Caregiver Training/Support;
- iii. Counseling (Gerontological and Mental Health/Screening);
- iv. Education/Training;
- v. Financial Risk Reduction (Assessment and Maintenance);
- vi. Outreach;
- vii. Powerful Tools for Caregivers;
- viii. Respite Services (In-Home and Facility Based);
- ix. Screening/Assessment; and
- x. Transportation.

f. Caregiver Support Supplemental Services (IIIES Program)

The following services are provided to complement the care provided by caregivers:

- i. Chore and Chore (Enhanced);
 - ii. Housing Improvement;
 - iii. Legal Assistance;
 - iv. Material Aid; and
 - v. Specialized Medical Equipment, Services and Supplies.
- g. Caregiver Support Grandparent Services (IIIIEG Program)**
 Services for grandparents or older individuals who are relative caregivers that are designed to help them meet their caregiving obligations include the following:
- i. Caregiver Training/Support;
 - ii. Child Day Care;
 - iii. Counseling (Gerontological and Mental Health/Screening);
 - iv. Education/Training;
 - v. Legal Assistance;
 - vi. Outreach;
 - vii. Screening/Assessment;
 - viii. Sitter; and
 - ix. Transportation.

2. Provision of Services

The Contractor shall ensure the provision of services outlined in this Contract in accordance with the DOEA Programs and Services Handbook, the Contractor's current Council-approved SPA, and the tasks described in Section II.A. of this Contract.

The Contractor shall ensure the provision of the services described in this Contract are in accordance with the current.

3. Service Unit

The Contractor shall ensure the provision of the services described in this Contract in accordance with the current DOEA Programs and Services Handbook at the unit rate specified in Attachment IV, Budget Summary, and the services tasks described in Section II.A. Contractor's performance will be measured on compliance with the DOEA Programs and Services Handbook and program guidelines.

The chart below lists the services allowed and the units of measurement. Units of services will be paid pursuant to the rate established in the 2025 SPA requested and approved by the Council.

Service		Unit of Service
Adult Day Care	Legal Assistance	Hour
Caregiver Training/Support	Mental Health Counseling/Screening	
Case Aid/Case Management	Nutrition Counseling	
Child Day Care	Occupational Therapy	
Chore Services	Personal Care	
Companionship	Physical Fitness	
Congregate Meals Screening	Physical Therapy	
Counseling Services	Program to Encourage Active, Rewarding Lives for Seniors (PEARLS)	
Enhance Fitness	Recreation	
Enhance Wellness		
Financial Risk Reduction Services		

Service		Unit of Service
Health Support Home Health Aide HomeMeds Homemaker Housing Improvement Interpreter/Translating	Respite Services Screening/Assessment Sitter Skilled Nursing Services Speech Therapy Stay Active and Independent for Life	
Emergency Alert Response		Day
A Matter of Balance Active Living Every Day Arthritis Foundation Exercise Program Arthritis Foundation Tai Chi Program (Tai Chi for Arthritis) Arthritis Self-Management Program Brief Intervention & Treatment for Elders (BRITE) Chronic Disease Self-Management Program Chronic Pain Self-Management Diabetes Empowerment Educations Program (DEEP) Education/Training Fit and Strong! Healthy Easting Every Day Healthy Eating for Successful Living in Older Adults	Healthy Ideas Material Aid Nutrition Education Outreach Powerful Tools for Caregivers Program de Manejo Personal de la Artritis Programa de Manejo Personal de la Diabetes Specialized Medical Equipment, Services and Supplies Stepping On Tai Chi Moving for Better Balance Telephone Reassurance Tomando Control de su Salud Un Asunto de Equilibrio Walk with Ease	Episode
Escort Shopping Assistance Transportation		One-Way Trip
Congregate and Home Delivered Meals		Meal

Each unit of service has a unit cost. The analysis of the costs and rates is an ongoing process and is subject to change based on further analysis. A written request is required by the Contractor for any unit cost changes. The following supporting documentation is necessary for this request:

- a. SPA Update; and
- b. Justification for unit cost changes and/or units of service changes.

4. Grievance and Complaint Procedures

a. Grievance Procedures

The Contractor shall comply with and ensure compliance with the Minimum Guidelines for Recipient Grievance Procedures, Appendix D, DOE Programs and Services Handbook, to address complaints regarding the termination, suspension or reduction of services, as required for receipt of funds.

b. Complaint Procedures

The Contractor shall develop and implement complaint procedures to process and resolve client dissatisfaction with services. Complaint procedures shall address the quality and timeliness of services, provider and direct service worker complaints, and all other issues except the termination, suspension, or reduction of services, which shall be addressed through the grievance process as described in Appendix D of the DOEA Programs and Services Handbook. Complaint procedures shall include notification to all clients of the complaint procedure and include tracking the date, nature, and disposition of each complaint.

c. Legal Provider Grievance Procedures

The Contractor must have an internal grievance procedure that addresses both denial of service and complaints by clients about manner or quality of legal assistance. Grievance procedures that comport with the requirements of the Legal Services Corporation as provided in 45 Code of Federal Regulation (CFR) Part 1621 are sufficient to meet this standard. At a minimum, the procedure must provide applicants with:

- i. Adequate notice of the grievance procedures;
- ii. Information on how to file a grievance or complaint, and
- iii. Prompt consideration of each complaint by the Executive Director or the Executive Director's designee.

The Council may not serve in an appellate capacity or otherwise interfere in the grievance review process for legal providers. However, the Council may request that legal providers maintain a file of complaints and statements of disposition of complaints, with redacted client identifying information, for examination by the Contractor during monitoring.

E. Reports

The Contractor shall respond to additional, routine, or special requests for information and reports required by the Council in a timely manner as determined by the Council's Program Specialist. The Contractor shall establish reporting deadlines and due dates for subcontractors that permit the Contractor to review and validate the data and meet the Council's reporting requirements.

1. CIRTS Reports

- a. Contractor shall input OAA-specific data into CIRTS. To ensure CIRTS data accuracy, the Contractor shall use CIRTS-generated reports which include the following:
 - i. Client Reports;
 - ii. Monitoring Reports;
 - iii. Services Reports;
 - iv. Miscellaneous Reports;
 - v. Aging Resource Center Reports;
 - vi. Fiscal Reports; and
 - vii. Outcome Measurement Reports.

2. SPA Update and All Revisions Thereto

The Contractor shall submit, for approval by the Council, a SPA update, wherein the Contractor enters OAA-specific data in CIRTS.

3. Service Cost Reports

The Contractor is required to submit semi-annual and annual service cost reports that reflect actual costs of providing each service by program. This report provides information for planning and negotiating unit rates. The first semi-annual report encompassing the six (6) months ending 06/30/2025 is due on August 15, 2025. The second semi-annual report encompassing the twelve (12) months ending 12/31/2025 is due on February 13, 2026.

4. Surplus/Deficit Report

The Contractor shall submit a Surplus/Deficit Report to the Council's Program Specialist by the 5th business day of each month, in a format provided by the Council. This Surplus/Deficit Report is for all agreements and/or Contracts between the Contractor and the Council and must include the following:

- a. A list of all services and their status regarding surplus/deficit;
- b. The Contractor's detailed plan on how the surplus/deficit spending which exceeds the threshold of plus or minus one percent (+/- 1%) will be resolved;
- c. Recommendations to transfer funds to resolve surplus/deficit spending; and
- d. Input from the Contractor's Board of Directors on resolution of spending issues, if applicable.

5. Evidence-Based Disease Prevention and Health Promotion Programmatic Reports

The Contractor shall submit Monthly Programmatic Reports for EBDPHP services on the dates specified in Section E.5.a. of this Contract. The Council's Program Specialist will provide Contractor with an Excel report template with entry tabs for: Health and Wellness Courses/Services offered including Attestations (cumulative), Partnerships (updated as needed), and Success Stories (reported at least once each May).

- a. Information provided in the Monthly Programmatic Report must match CIRTS data and the Request for Payment. Data collected for the Monthly Programmatic Reports need to be reported during the appropriate months and subject to the following schedule:

<u>Report #</u>	<u>Reports Due Date</u>	<u>Report #</u>	<u>Reports Due Date</u>
Report 1	February 7, 2025	Report 7	August 7, 2025
Report 2	March 7, 2025	Report 8	September 5, 2025
Report 3	April 7, 2025	Report 9	October 7, 2025
Report 4	May 7, 2025	Report 10	November 7, 2025
Report 5	June 6, 2025	Report 11	December 5, 2025
Report 6	July 8, 2025	Report 12	January 8, 2026

- b. The Contractor shall review program documentation to ensure documentation is complete and adequately supports the information reported on the Monthly Programmatic Report prior to submitting a Request for Payment. The Contractor will attest to the review in the "Comments" section of the Monthly Programmatic Report and provide relevant information regarding the documentation as needed.
- c. Program documentation shall include all the following elements: Sign-In Sheets or Attendance Logs; flyers or documentation demonstrating efforts to recruit participants and promote EBDPHP services provided; current facilitator certificates; copy of program license (if applicable); and any forms required by the specific program.
- d. Contractor shall ensure that Sign-In Sheets or Attendance Logs accurately reflect dates, times, names of programs, participant names, and name(s) of program facilitator(s). If the Attendance Log does not include a space for participant signatures, additional program documentation must be included with participant signatures that match the participant names and dates in the Attendance Log. Exceptions may be approved by the Council's Program Specialist. Requests must be made to the Council in writing and kept with program documentation.
- e. Participants must sign their name on program Sign-in Sheets or Attendance Logs. If a participant is unable to sign their name, the instructor may sign by proxy for the participant (including their own initials and date) with a note on the Sign-In Sheet explaining the need for the proxy.
- f. The Contractor shall abide by all program fidelity requirements and have a written fidelity

monitoring plan, which includes observation of volunteer/trainer's delivery of EBDPHP services as well as observation of delivery of EBDPHP services by the Council's Program Specialist. A note will be included in the Monthly Programmatic Report, in the comments section, when a program has been observed. Documentation pertaining to the observation will be sent to the Council with Monthly Programmatic Report.

- g. CDSME Workshop data must be entered into the NCOA Force database.
- h. The Contractor shall contact the Council's Program Specialist in the event of an emergency or an exigent circumstance where the provider is unable to maintain an aspect of fidelity of the EBDPHP services (e.g., minimum or maximum number of participants) before the end of the workshop. At the discretion of the Council's Program Specialist, the service may be reimbursed under this Contract; however, if the fidelity infraction is discovered after the program has finished, during the Request for Payment Process, or as a result of a desk review, the Contractor shall not be reimbursed for the workshop or shall reimburse the Council for the cost of the workshop.
- i. The Contractor shall collaborate and partner with organizations to extend the reach of EBDPHP services. Partnerships and collaborations may be developed with Florida Department of Health, the Florida Department of Children and Families, USDA's Nutrition Program, insurance companies, Centers for Disease Control and Prevention, Area Health Education Centers, local health councils, public and private universities, federally qualified health clinics, county health departments, and Florida's Age-Friendly Communities. Partnerships shall be designed to stimulate innovation of new approaches and activities in EBDPHP services, develop greater capacity, and leverage other funding sources. Partnerships shall also address building and sustaining an infrastructure for the dissemination of EBDPHP services. This includes, but is not limited to, recruitment of trainers and participants, covering costs for licenses, and replicating program fidelity.
- j. The Contractor shall document, and provide to the Council upon request, evidence of partnerships created formally (through Memoranda of Agreement/Understanding) or informally through emails and phone calls. The Contractor will be required to keep track of partnerships in the Monthly Programmatic Report. Each month the Contractor shall review this information and provide updates to the Council as necessary.

6. Quarterly Volunteer Activity Report

The Contractor shall submit a quarterly report of volunteer activities and services in a format provided by the Council. The quarterly report schedule is as follows:

<u>Report Period</u>	<u>Report Due Date</u>
January 1 - March 31	April 7, 2025
April 1- June 30	July 8, 2025
July 1- September 30	October 7, 2025
October 1 - December 31	January 8, 2026

7. Program Highlight Narratives

The Contractor shall submit brief written narratives to the Council for publication in the Program Highlight sections of the DOE's Summary of Programs and Services, which is hereby incorporated by reference, to include any subsequent revisions thereof. The narratives shall reference specific events that have occurred since the last submission of Program Highlight narratives, including new success stories, quotes, testimonials, or human-interest vignettes. The narratives shall be written for a general audience, with no acronyms or technical terms. For all agencies or organizations that are

referenced in the narratives, the Contractor shall provide a brief description of their mission or role. The active tense shall be consistently used in the narratives to identify the specific individuals or entities that performed the activities described in the narratives. The Contractor shall review and edit narratives for clarity, readability, relevance, specificity, human interest, and grammar prior to submitting them to the Council.

F. Contractor Outreach Reporting Requirement

The Contractor shall document its performance of outreach activities for the entire catchment area as specified in your Request for Proposal Bid Packet, by establishing a uniform reporting format that includes the following: number and type of provider events or activities; date and location; total number of participants at each event or activity; individual service needs identified; and referral sources or information provided. The Contractor shall provide a report on outreach activities quarterly. The quarterly report schedule is as follows:

<u>Report Period</u>	<u>Report Due Date</u>
January 1 - March 31	April 7, 2025
April 1- June 30	July 8, 2025
July 1- September 30	October 7, 2025
October 1 - December 31	January 8, 2026

G. Records and Documentation

1. The Contractor agrees to make available to Council staff and any party designated by the Council all Contract related records and documentation. The Contractor shall ensure the collection and maintenance of all program related information and documentation on any system designated by the DOEA and the Council. Maintenance includes valid exports and backups of all data and systems according to Council standards. Data must be usable and must be maintained in a format that is readable to the Council.
2. Each Contractor and subcontractor, among other requirements, must anticipate and prepare for the loss of information processing capabilities. The routine backing up of all data and software is required to recover from losses or outages of the computer system. Data and software essential to the continued operation of Contractor functions must be backed up. The security controls over the backup resources shall be as stringent as the protection required of the primary resources. It is recommended that a copy of the backed up data be stored in a secure, offsite location.
3. **CIRTS Data and Maintenance**
The Contractor shall ensure monthly collection and maintenance of client and service information on a monthly basis from the CIRTS or any other system designated by the Council. Maintenance includes ensuring that all data is accurate and current and performing valid exports and backups of all data and systems according to Council standards.
4. **Policies and Procedures for Records and Documentation**
The Contractor shall maintain written policies and procedures for computer system backup and recovery and shall have the same requirement of its subcontractors. These policies and procedures shall be made available to the Council upon request.
5. **CIRTS Address Validation**
The Contractor shall work with the Council to ensure that client addresses are correct in CIRTS for disaster preparedness efforts. At least annually, and more frequently as needed, the Council will

provide direction on how to validate CIRTS addresses to ensure they can be mapped. The Contractor will receive a list of unmatched addresses that cannot be mapped, and the Contractor will be responsible for correcting the address and send a list to the Council with confirmed addresses. The Council will use this information to update maps, client rosters, and unmatched addresses and disseminate this information.

H. Performance Specifications

1. Outcomes and Outputs (Performance Measures)

At a minimum, the Contractor shall:

- a. Ensure the provision of the services described in this Contract are in accordance with the DOEA Programs and Services Handbook, the Contractor's current Council-approved SPA, and Section II.A.
- b. Timely and accurately submit to the Council all documentation and reports described in Attachment I, Section II.E.
- c. Timely and accurately submit to the Council all documentation and reports described in Attachment I, Section II.G.
- d. Develop and document strategies in the SPA to support the Council's standard of performance achievement, including increases in the following:
 - i. Percentage of most frail elders who remain at home or in the community instead of going into a nursing home;
 - ii. Percentage of APS referrals who need immediate services to prevent further harm who are served within seventy-two (72) hours;
 - iii. Average monthly savings per consumer for home and community-based care versus nursing home care for comparable client groups;
 - iv. Percentage of active clients eating two or more meals per day;
 - v. Percentage of new service recipients whose ADL assessment score has been maintained or improved;
 - vi. Percentage of new service recipients whose IADL assessment score has been maintained or improved;
 - vii. Percentage of caregivers who, after service intervention, self-report being very confident about their ability to continue to provide care; and
 - viii. Percentage of customers who are at imminent risk of nursing home placement who are served with community-based services.
2. The Contractor's performance of the measures in H.1., above, will be reviewed and documented in the Council's Annual Monitoring Reports.

3. Monitoring and Evaluation Methodology

The Council will review and evaluate the performance of the Contractor under the terms of this Contract. Monitoring shall be conducted through direct contact with the Contractor via telephone, in writing, or an on-site visit. The primary, secondary, or signatory of the Contract must be available for any on-site programmatic monitoring visit. The Council reserves the right to conduct an on-site visit unannounced by persons duly authorized by the Council. The Council's determination of acceptable performance shall be conclusive.

The Contractor agrees to cooperate with the Council in monitoring the progress of completion of the service tasks and deliverables. The Council may use, but is not limited to, one or more of the following methods for monitoring:

- a. Desk reviews and analytical reviews;
- b. Scheduled, unscheduled, and follow-up on-site visits;

- c. Client visits;
 - d. Review of independent auditor's reports;
 - e. Review of third-party documents and/or evaluation;
 - f. Review of progress reports;
 - g. Review of customer satisfaction surveys;
 - h. Agreed-upon procedures review by an external auditor or consultant;
 - i. Limited-scope reviews; and
 - j. Other procedures as deemed necessary by the Council.
4. Desk reviews shall be conducted for each evidence-based program within one week of the completion of the unit. All supporting documentation (i.e., Sign in sheets, program license, trainer certificates, etc.) are required to be submitted to the Council's Program Specialist within one week following the completion of each unit.
 5. The Council shall conduct at least one onsite technical assistance visit per year. During this technical assistance visit, the Contractor will arrange for observation of the delivery of service provided to seniors in the local community. The technical assistance visit will consist of training and open discussions necessary to assist with understanding and comply with the Contract.

I. Contractor Responsibilities

1. Contractor Unique Activities

All tasks listed above in Section II. are solely and exclusively the responsibility of the Contractor and are tasks for which, by execution of this Contract, the Contractor agrees to be held accountable.

2. Coordination with Other Providers and/or Entities

Notwithstanding that services for which the Contractor is held accountable involve coordination with other entities in performing the requirements of this Contract, the failure of other providers or entities does not alleviate the Contractor from any accountability for tasks or services that the Contractor is obligated to perform pursuant to this Contract.

J. Council Responsibilities

1. Council Obligations

The Council may, within its resources, provide technical support and/or assistance to the Contractor to assist the Contractor in meeting the requirements of this Contract. The Council's support and assistance, or lack thereof, shall not relieve the Contractor from full performance of the Contract requirements.

2. Council Determinations

The Council reserves the exclusive right to make certain determinations in the tasks performed by the Contractor and the approaches used by the Contractor to perform those tasks. The absence of the Council setting forth a specific reservation of rights does not mean that all other areas of the Contract are subject to mutual agreement.

III. METHOD OF PAYMENT

A. Payment Method Used

The method of payment for this Contract includes advances and a fixed rate for services. The Contractor shall ensure fixed rates for services include only those costs that are in accordance with all applicable state and federal statutes and regulations and are based on audited historical costs in instances where an independent audit is required. The Contractor shall consolidate all requests for payment from subcontractors and expenditure reports that support requests for payment and shall submit to the Council on forms 106 and 105, Attachment VI.

B. Unit of Service**1. Fixed Fee/Unit Rate**

Contractor must meet the minimum level of performance stated in the Contract to receive payment. Payments for Fixed Fee/Unit Rates shall not exceed amounts established in Attachment IV, Budget Summary.

2. Cost Reimbursement

Payment shall only be authorized for allowable expenditures, per the limits specified in Attachment IV, Budget Summary. All cost reimbursement Requests for Payment must include the actual Receipts and Expenditure Reports, beginning with the first month of the Contract. The Contractor must meet the minimum level of performance stated in the Contract to receive payment.

The Contractor agrees to distribute funds as detailed in the Service Provider Application and the Budget Summary, Attachment IV. The Contractor may request a budget revision by submitting a written request to the Council's Program Specialist. Upon approval, the Council's Finance Director will issue a budget revision letter. Any changes in the amount of federal or general revenue funds identified on the Budget Summary form require a Contract amendment.

C. Advance Payments

The Contractor may request up to two (2) months of advances at the start of the Contract period to cover program administration, outreach, and service costs. The payment of an advance will be contingent upon the sufficiency and amount of funds released to the DOE by the State of Florida (budget release). The Contractor's requests for advance payments require the written approval of the Council's Program Specialist.

1. For the first month's advance request, the Contractor shall provide the Council's Program Specialist documentation justifying the need for an advance and describing how the funds will be distributed. If the Contractor is requesting two (2) months of advances, documentation must be provided reflecting the cash needs of the Contractor within the initial two (2) months and should be supported through a cash-flow analysis or other information appropriate to demonstrate the Contractor's financial need for the second month of advances. If sufficient budget is available, and the Council's Program Specialist, in his or her sole discretion, has determined that there is a justified need for an advance, the Council will issue approved advance payments after January 1st of the Contract year.
2. All advance payments retained by the Contractor must be fully expended no later than March 31, 2025. Any portion of advanced payments not expended must be recouped on the Request for Payment, report number 5, due to the Council on April 7, 2025, in accordance with the Invoice Schedule, Attachment III.
3. All advance payments made to the Contractor shall be reimbursed to the Council as follows: one-tenth (1/10) of the advance payment received shall be reported as an advance recoupment on each request for payment, starting with report number one (3), in accordance with the Invoice Schedule of the advance payment received shall be reported as an advance recoupment on each Request for Payment, starting with report number 5, in accordance with the Invoice Schedule, Attachment III.
4. Contractor may temporarily place advanced funds in an FDIC insured interest-bearing account. All interest earned on advanced funds must be returned to the Council within twenty (20) days of the end of each quarter of the Contract period.

D. Invoice Submittal and Requests for Payment

All requests for payment and expenditure reports submitted to support requests for payment shall be on forms 105 and 106, Attachment VI. The Contractor will consolidate all requests for payment from subcontractors and expenditure reports that support requests for payment.

1. All payment requests for Title IIID, Evidence-Based Disease Prevention and Health Promotion services, shall be based on the submission of the Monthly Programmatic Report to the Council's Program Specialist. If the Payment and Receipts and Expenditure Report does not equal the amount of units reported on the Monthly Programmatic Report, the Request for Payment will be placed on HOLD until the reports are corrected or proper justification is provided. The Monthly Programmatic Report needs to be submitted electronically to the Council's Program Specialist or designee, prior to the Request for Payment but not later than the Request for Payment arrival.
2. The Contractor shall include with its request for payment documentation of services provided, the units of services provided, and the rates for the services provided in conformance with the requirements as described in this Attachment I and Attachment IV, Budget Summary. Each deliverable must be received and accepted by the Council before payment is made.
3. The Contractor shall maintain documentation to support payment requests that shall be available to the Council or authorized individuals upon request. Such documentation shall be provided upon request to the Council or the DOE.
4. Any payment due by the Council under the terms of this Contract may be withheld pending the receipt and approval by the Council of all financial and programmatic reports due from the Contractor and any adjustments thereto, including any disallowance not resolved as outlined in Paragraph 26 of the Master Contract.

E. Documentation for Payment

The Contractor shall maintain documentation to support payment requests that shall be available to the Council or authorized individuals.

1. The Contractor will enter all required data per the CIRTIS Policy Guidelines for clients and services in the CIRTIS database. The data must be entered into the CIRTIS before the Contractor can submit their request for payment and expenditure reports to the Council. The Contractor shall establish time frames to assure compliance with due dates for the requests for payment and expenditure reports to the Council.
2. The Contractor will run monthly CIRTIS reports and verify client and service data in the CIRTIS is accurate. This report must be submitted to the Council with the monthly request for payment and expenditure report and must be reviewed by the Council before the Contractor's request for payment and expenditure reports can be approved by the Council. All payment requests shall be based on the submission of actual monthly expenditure reports beginning with the first month of the Contract. The schedule for submission of advance requests (when available) and invoices is Attachment III, Invoice Report Schedule, to this Contract. Payment may be authorized only for allowable expenditures, which are in accordance with the limits specified in Attachment IV, Budget Summary.
3. Any payment due by the Council under the terms of this Contract may be withheld pending the receipt and approval of all financial and programmatic reports due from the Contractor and any adjustments thereto, including any disallowance not resolved as outlined in Section 26 of the Master Contract.
4. Contractor shall ensure compliance with evidence-based programs. Should the Contractor not comply with the research design of the program, reimbursement for services will be at the sole discretion of the Council.

F. Date for Final Request for Budget Revisions

Final requests for budget revision or adjustments to Contract funds based on expenditures for services provided through December 31, 2025, must be submitted to the Council's Program Specialist and Finance Director, no later than December 31, 2025.

G. Date for Final Request for Payment

The final request for payment will be due to the Council no later than January 19, 2026.

H. Contractor's Financial Obligations**1. Matching, Level of Effort, and Earmarking Requirements**

The Contractor's match will be made in the form of local cash and/or in-kind resources. Recipients of Older Americans Act services are required to provide at least 10% percent of the funding needed to deliver the services. The match required in this Contract between the Council and the Contractor may include funds raised by the Council to help defray the Contractor's obligation to produce this match. Such match assistance, if any, are separately identified in Section 4 of this Contract, Contract Amount. The match must be reported by title each month. At the end of the Contract period, all OAA funds must be properly matched. Match for Title IIID, Evidence-Based Disease Prevention and Health Promotion services is not required, but optional at the discretion of the Council.

2. Consumer Contributions

Consumer contributions are to be used under the following terms:

- a. The Contractor assures compliance with Section 315 of the OAA, as amended in 2016, regarding consumer contributions;
- b. Voluntary contributions are not to be used for cost sharing or matching;
- c. Voluntary contributions are to be used only to expand services; and
- d. Accumulated voluntary contributions are to be used prior to requesting federal reimbursement.

3. Use of Service Dollars and Management of the Assessed Priority Consumer List

The Contractor is expected to spend all federal, state, and other funds provided by the Council for the purpose specified in the Contract. The Contractor must manage the service dollars in such a manner so as to avoid having a wait list and a surplus of funds at the end of the Contract period, for each program managed by the Contractor. If the Council determines that the Contractor is not spending service funds accordingly, the Council may transfer funds to other Agencies during the Contract period and/or adjust subsequent funding allocations accordingly, as allowable under state and federal law.

4. Title III Funds

The Contractor assures compliance with Section 306 of the OAA, as amended in 2016, and will not use funds received under Title III to pay any part of a cost (including an administrative cost) incurred by the Contractor to maintain a contractual or commercial relationship that is not carried out to implement Title III.

I. Remedies for Nonconforming Services

1. The Contractor shall ensure that all goods and/or services provided under this Contract are delivered timely, completely, and commensurate with required standards of quality. Such goods and/or services will only be delivered to eligible program participants.
2. If the Contractor fails to meet the prescribed quality standards for services, such services will not be reimbursed under this Contract. In addition, any nonconforming goods (including home delivered meals) and/or services not meeting such standards will not be reimbursed under this Contract. The Contractor's signature on the request for payment form certifies maintenance of supporting

documentation and acknowledgment that the Contractor shall solely bear the costs associated with preparing or providing nonconforming goods and/or services. The Council requires immediate notice of any significant and/or systemic infractions that compromise the quality, security or continuity of services to clients.

J. Corrective Action Plan

1. Contractor shall ensure 100% of the deliverables identified in Section II.D. are performed pursuant to Contract requirements.
2. If at any time the Contractor is notified by the Council's Program Specialist that it has failed to correctly, completely, adequately perform contractual deliverables identified in this Contract, the Contractor will have ten (10) days to submit a CAP to the Council's Program Specialist that addresses the deficiencies and states how the deficiencies will be remedied within a time period approved by the Council's Program Specialist. The Council shall assess a financial consequence for noncompliance on the Contractor as referenced in Attachment I, Section III.K. of this Contract for each deficiency identified in the CAP, which is not corrected pursuant to the CAP. The Council will also assess a Financial Consequence for failure to timely submit a CAP.
3. If the Contractor fails to correct an identified deficiency within the approved time period specified in the CAP, the Council shall deduct the percentage established in Attachment I, Section III.K. of this Contract from the payment for the invoice of the following month.
4. If the Contractor fails to timely submit a CAP the Council shall deduct the percentage established in Attachment I, Section III.K. of this Contract for each day the CAP is overdue. The deduction will be made from the payment for the invoice of the following month.
5. If, or to the extent, there is any conflict between Attachment I, Section III.K., and Section 39. of the Master Contract, Section III.K. shall have precedence

K. Financial Consequences

1. The Council will withhold or reduce payment if the Contractor fails to perform the deliverables to the satisfaction of the Council according to the requirements referenced in Attachment I, Section 2.1 of this Contract. The following financial consequences will be imposed if the deliverables stated do not meet in part or in whole the performance criteria as outlined in Attachment I, Section II. of this Contract.
2. Failure to comply with established assessment and prioritization criteria, as evidenced by the CIRT reports, will result in a 2% reduction of payment per business day. The reduction of payment will begin on the first business day following the Council's notification to the Contractor that the identified deficiency was not cured or satisfactorily addressed in accordance with the Council-approved CAP, referenced in Attachment I, Section III.K.
3. Failure to perform management and oversight of Program operations will result in a 2% reduction of payment per business day. The reduction of payment will begin the first business day following the Council's notification to the Contractor that the identified deficiency was not cured or satisfactorily addressed in accordance with the Council-approved CAP, referenced in Attachment I, Section III.K.
4. Failure to timely submit a CAP within 10 business days after notification of a deficiency by the Council Program Specialist will result in a 2% reduction of payment per business day the CAP is not received. The reduction of payment will begin the first business day following the Council's notification to the Contractor that the identified deficiency was not cured or satisfactorily addressed

in accordance with the Council approved CAP, referenced in Attachment I, Section III.K.

5. Failure to provide services in accordance with the current DOE A Programs and Services Handbook, the service tasks described in Attachment I, Section II of this Contract, and submission of required documentation will result in a 2% reduction of payment per business day. The reduction of payment will begin on the 11th business day following the Council's notification that it has failed to correctly, completely, adequately perform contractual deliverables identified in this Contract.

END OF ATTACHMENT I

ATTACHMENT II**FUNDING SUMMARY**

Note: Title 2 CFR & 2 CFR Part 200, as revised, and Section 215.971, F.S. require that the information about Federal Programs and State Projects included in Attachment I of the Master Contract be provided to the recipient. Information contained herein is a prediction of funding sources and related amounts based on the Contract budget.

1. FEDERAL RESOURCES AWARDED TO THE SUBRECIPIENT PURSUANT TO THIS AGREEMENT CONSISTS OF THE FOLLOWING:

Program Title	Year	Funding Source	CFDA#	Fund Amounts
Title IIIB Support Services	2025	U.S. Dept. of Health and Human Services	93.044	\$171,820.00
Title IIIB Council Match	2025		N/A	\$15,464.00
Title IIIE Support Services	2025	U.S. Dept. of Health and Human Services	93.052	\$5,000.00
Title IIIE Council Match	2025		N/A	\$556.00
TOTAL FUNDS CONTAINED IN THIS CONTRACT:				\$192,840.00

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

FEDERAL FUNDS:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. OMB Circular A-133, as amended – Audits of States, Local Governments, and Non-Profit Organizations.

2. STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

PROGRAM TITLE	FUNDING SOURCE	CFDA	AMOUNT
TOTAL STATE AWARD			

MATCHING RESOURCES FOR FEDERAL PROGRAMS

STATE FINANCIAL ASSISTANCE SUBJECT TO Sec. 215.97, F.S.

PROGRAM TITLE	FUNDING SOURCE	CSFA	AMOUNT
TOTAL AWARD			\$

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

STATE FINANCIAL ASSISTANCE

Section 215.97, F.S., Chapter 69I-5, FL Admin Code, Reference Guide for State Expenditures, Other fiscal requirements set forth in program laws, rules and regulations.

ATTACHMENT III

**OLDER AMERICANS ACT PROGRAM
INVOICE REPORT SCHEDULE**

Report #	Based On	Due Date
A1	January Advance*	January 08, 2025
A2	February Advance*	January 08, 2025
1	January Expenditure Report	February 07, 2025
2	February Expenditure Report	March 07, 2025
3	March Expenditure Report	April 07, 2025
4	April Expenditure Report	May 07, 2025
5	May Expenditure Report	June 06, 2025
6	June Expenditure Report	July 08, 2025
7	July Expenditure Report	August 07, 2025
8	August Expenditure Report	September 05, 2025
9	September Expenditure Report	October 07, 2025
10	October Expenditure Report	November 07, 2025
11	November Expenditure Report	December 05, 2025
12	December Expenditure Report	January 08, 2026
13	Final Expenditure and Closeout Report	January 19, 2026

Legend: * Advance based on projected cash need.

Note # 1: Report #1 and #2 for Advances cannot be submitted to the Department of Financial Services (DFS) prior to January 4 or until this Contract with the Council has been executed and a copy sent to DFS. Actual submission of the vouchers to DFS is dependent on the accuracy of the expenditure report.

Note # 2: Report numbers 1 through 10 will reflect an adjustment of one-tenth (1/10) of the total advance amount, on each of the reports respectively, repaying advances on this Contract. The adjustment will be recorded in Part C, 1 of the report.

Note # 3: Submission of expenditure reports may or may not generate a payment request. If the final expenditure report reflects funds due back to the Council, payment is to accompany the report.

Note # 4: Reports submitted after the 10th of the month may be processed the following month.

ATTACHMENT IV

OLDER AMERICANS ACT

The budget page is pending.

ATTACHMENT V**STATE OF FLORIDA DEPARTMENT OF ELDER AFFAIRS****CIVIL RIGHTS COMPLIANCE CHECKLIST**

City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active	County Broward	AAA/Contractor
Address	Completed By	
Address	Date	Phone

PART I. READ THE ATTACHED INSTRUCTIONS FOR ILLUSTRATIVE INFORMATION, WHICH WILL HELP YOU IN THE COMPLETION OF THIS FORM.

1. Briefly describe the geographic area served by the program/facility and the type of service provided:

2. POPULATION OF AREA SERVED. Source of data:

Total #	% White	% Black	% Hispanic	% Other	% Female		

3. STAFF CURRENTLY EMPLOYED. Effective date:

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	

4. CLIENTS CURRENTLY ENROLLED OR REGISTERED. Effective date:

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	% Over 40

5. ADVISORY OR GOVERNING BOARD, IF APPLICABLE.

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	

PART II. USE A SEPARATE SHEET OF PAPER FOR ANY EXPLANATIONS REQUIRING MORE SPACE.

6. Is an Assurance of Compliance on file with the Council? If NA or NO, explain.

NA YES NO
☐ ☐ ☐

7. Compare the staff composition to the population. Is the staff representative of the population?

If NA or NO, explain.

NA YES NO
☐ ☐ ☐

8. Compare the client composition to the population. Are race and sex characteristics representative of the

Population? If NA or NO, explain.

NA YES NO
☐ ☐ ☐

9. Are eligibility requirements for services applied to clients and applicants without regard to race, color, national origin, sex, age, religion, or disability? If NA or NO, explain.

NA YES NO
☐ ☐ ☐

10. Are all benefits, services, and facilities available to applicants and participants in an equally effective manner regardless of race, sex, color, age, national origin, religion, or disability? If NA or NO, explain.

NA YES NO
☐ ☐ ☐

11. For in-patient services, are room assignments made without regard to race, color, national origin, or disability? If NA or NO, explain.

NA YES NO
☐ ☐ ☐

12. Is the program/facility accessible to non-English speaking clients? If NA or NO, explain. NA YES NO
☐ ☐ ☐
-
13. Are employees, applicants, and participants informed of their protection against discrimination?
If yes, how? Verbal ☐ Written ☐ Poster ☐ If NA or NO, explain. NA YES NO
☐ ☐ ☐
-
14. Give the number and current status of any discrimination complaints regarding services or
employment filed against the program/facility. NA NUMBER
☐ _____
-
15. Is the program/facility physically accessible to mobility, hearing, and sight-impaired individuals?
If NA or NO, explain. NA YES NO
☐ ☐ ☐
-

PART III. THE FOLLOWING QUESTIONS APPLY TO PROGRAMS AND FACILITIES WITH 15 OR MORE EMPLOYEES

16. Has a self-evaluation been conducted to identify any barriers to serving disabled individuals, and to
make any necessary modifications? If NO, explain. YES NO
☐ ☐
-
17. Is there an established grievance procedure that incorporates due process in the resolution
of complaints? If NO, explain. YES NO
☐ ☐
-
18. Has a person been designated to coordinate Section 504 compliance activities? If NO, explain. YES NO
☐ ☐
-
19. Do recruitment and notification materials advise applicants, employees, and participants of
nondiscrimination on the basis of disability? If NO, explain. YES NO
☐ ☐
-
20. Are auxiliary aids available to assure the accessibility of services to hearing and sight
impaired individuals? If NO, explain. YES NO
☐ ☐
-

PART IV. FOR PROGRAMS OR FACILITIES WITH 50 OR MORE EMPLOYEES AND FEDERAL CONTRACTS OF \$50,000.00 OR MORE.

21. Do you have a written affirmative action plan? If NO, explain. YES NO
☐ ☐
-

DOEA USE		
Reviewed By		In Compliance: YES NO*
Program Office		*Notice of Corrective Action Sent ____/____/____
Date	Telephone	Response Due ____/____/____
On-Site Desk Review		Response Received ____/____/____

INSTRUCTIONS FOR THE CIVIL RIGHTS COMPLIANCE CHECKLIST

1. Describe the geographic service area such as a district, county, city, or other locality. If the program/facility serves a specific target population such as adolescents, describe the target population. Also, define the type of service provided.
2. Enter the percent of the population served by race, sex, disability, and over the age of 40. The population served includes persons in the geographical area for which services are provided such as a city, county or other regional area. Population statistics can be obtained from local chambers of commerce, libraries, or any publication from the 1980 Census containing Florida population statistics. Include the source of your population statistics. ("Other" races include Asian/Pacific Islanders and American Indian/Alaskan Natives.)
3. Enter the total number of full-time staff and their percent by race, sex, disability, and over the age of 40. Include the effective date of your summary.
4. Enter the total number of clients who are enrolled, registered or currently served by the program or facility, and list their percent by race, sex, disability, and over the age of 40. Include the date that enrollment was counted.
 - a. Where there is a significant variation between the race, sex, or ethnic composition of the clients and their availability in the population, the program/facility has the responsibility to determine the reasons for such variation and take whatever action may be necessary to correct any discrimination. Some legitimate disparities may exist when programs are sanctioned to serve target populations such as elderly or disabled persons.
5. Enter the total number of advisory board members and their percent by race, sex, disability, and over the age of 40. If there is no advisory or governing board, leave this section blank.
6. Each recipient of federal financial assistance must have on file an assurance that the program will be conducted in compliance with all nondiscriminatory provisions as required in 45 CFR Part 80. This is usually a standard part of the Contract language for DOE A Recipients and their Sub-grantees. 45 CFR § 80.4(a).
7. Is the race, sex, and national origin of the staff reflective of the general population? For example, if 10% of the population is Hispanic, is there a comparable percentage of Hispanic staff?
8. Do eligibility requirements unlawfully exclude persons in protected groups from the provision of services or employment? Evidence of such may be indicated in staff and client representation (Questions 3 and 4) and also through on-site record analysis of persons who applied but were denied services or employment. 45 CFR § 80.3(a) and 45 CFR § 80.1.
9. Participants or clients must be provided services such as medical, nursing, and dental care, laboratory services, physical and recreational therapies, counseling, and social services without regard to race, sex, color, national origin, religion, age, or disability. Courtesy titles, appointment scheduling, and accuracy of record keeping must be applied uniformly and without regard to race, sex, color, national origin, religion, age, or disability. Entrances, waiting rooms, reception areas, restrooms, and other facilities must also be equally available to all clients. 45 CFR § 80.3(b).
10. For in-patient services, residents must be assigned to rooms, wards, etc., without regard to race, color, national origin, or disability. Also, residents must not be asked whether they are willing to share accommodations with persons of a different race, color, national origin, or disability. 45 CFR § 80.3(a).
11. The program/facility and all services must be accessible to participants and applicants, including those persons who may not speak English. In geographic areas where a significant population of non-English speaking people live, program accessibility may include the employment of bilingual staff. In other areas, it is sufficient to have a policy or plan for service, such as a current list of names and telephone numbers of bilingual individuals who will assist in the provision of services. 45 CFR § 80.3(a).
12. Programs/facilities must make information regarding the nondiscriminatory provisions of Title VI available to their participants, beneficiaries, or any other interested parties. 45 CFR § 80.6(d). This should include information on their right to file a complaint of discrimination with either the Department or the U.S. Department of Health and Human Services. The information may be supplied verbally or in writing to every individual or may be supplied through the use of an equal opportunity policy poster displayed in a public area of the facility.

13. Report number of discrimination complaints filed against the program/facility. Indicate the basis (e.g. race, color, creed, sex, age, national origin, disability, and/or retaliation) and the issues involved (e.g. services or employment, placement, termination, etc.). Indicate the civil rights law or policy alleged to have been violated along with the name and address of the local, state, or federal agency with whom the complaint has been filed. Indicate the current status of the complaint (e.g. settled, no reasonable cause found, failure to conciliate, failure to cooperate, under review, etc.).
14. The program/facility must be physically accessible to mobility, hearing, and sight-impaired individuals. Physical accessibility includes designated parking areas, curb cuts or level approaches, ramps, and adequate widths to entrances. The lobby, public telephone, restroom facilities, water fountains, and information and admissions offices should be accessible. Door widths and traffic areas of administrative offices, cafeterias, restrooms, recreation areas, counters, and serving lines should be observed for accessibility. Elevators should be observed for door width and Braille or raised numbers. Switches and controls for light, heat, ventilation, fire alarms, and other essentials should be installed at an appropriate height for mobility impaired individuals.
15. Section 504 of the Rehabilitation Act of 1973 requires that a recipient of federal financial assistance conduct a self- evaluation to identify any accessibility barriers. Self-evaluation is a four-step process:
 - a. Evaluate, with the assistance of disabled individual(s)/organization(s), current policies and practices that do not or may not comply with Section 504;
 - b. Modify policies and practices that do not meet Section 504 requirements;
 - c. Take remedial steps to eliminate the effects of any discrimination that resulted from adherence to these policies and practices; and
 - d. Maintain self-evaluation on file, including a list of the interested persons consulted, a description of areas examined, and any problems identified, and a description of any modifications made and of any remedial steps taken 45 CFR § 84.6. (This checklist may be used to satisfy this requirement if these four steps have been followed).
16. Programs or facilities that employ 15 or more persons shall adopt grievance procedures that incorporate appropriate due process standards and that provide for the prompt and equitable resolution of complaints alleging any action prohibited by Part 84 of Title 45, CFR 45 CFR § 84.7(b).
17. Programs or facilities that employ 15 or more persons shall designate at least one person to coordinate its efforts to comply with Part 84 of Title 45, CFR. 45 CFR § 84.7(a).
18. Programs or facilities that employ 15 or more persons shall take appropriate initial and continuing steps to notify participants, beneficiaries, applicants, and employees that the program/facility does not discriminate on the basis of handicap in violation of Section 504 and Part 84 of Title 45, CFR. Methods of initial and continuing notification may include the posting of notices, publication in newspapers and magazines, placement of notices in publications of the programs or facilities, and distribution of memoranda or other written communications. 45 CFR § 84.8(a).
19. Programs or facilities that employ 15 or more persons shall provide appropriate auxiliary aids to persons with impaired sensory, manual, or speaking skills where necessary to afford such persons an equal opportunity to benefit from the service in question. Auxiliary aids may include, but are not limited to, brailled and taped materials, interpreters, and other aids for persons with impaired hearing or vision. 45 CFR § 84.52(d).
20. Programs or facilities with 50 or more employees and \$50,000.00 in federal contracts must develop, implement, and maintain a written affirmative action compliance program in accordance with Executive Order 11246, 41 CFR Part 60 and Title VI of the Civil Rights Act of 1964, as amended.

CONTRACT #:
PROV YYYY

PROVIDER NAME, ADDRESS, PHONE # AND FAX	FUNDING SOURCE:	THIS REPORT PERIOD				
ADDRESS ADDRESS Tel: Fax: FEID #:		Period: CONTRACT PERIOD: CONTRACT #: REPORT #1 PSA #: 10				
CERTIFICATION: I certify to the best of my knowledge and belief that the report is complete and correct and all outlays herein are for purposes set forth in this Contract. Further, I certify that the attached monthly and YTD service units /undup clients' reports are correct.						
Prepared By:	Date:	Approved By: Date: 20				
PART A: INCOME / RECEIPTS	A. Approved Budget	B. Actual Receipts for third report	C. Total Receipts Year To Date	D. % of Approved Budget		
1. Federal Funds						
2. State Funds						
3. Program Income						
4. Local Cash Match						
5. SUBTOTAL: CASH RECEIPTS	\$0.00	\$0.00	\$0.00	0.00%		
6. Local In-Kind match						
7. TOTAL RECEIPTS	\$0.00	\$0.00	\$0.00	0.00%		
PART B: UNIT COST REPORT	(B) CONTRACT AMOUNT	(C) UNITS	(D) UNIT RATE	(E) AMOUNT EARNED THIS PERIOD	(F) AMOUNT PREVIOUSLY EARNED	(G) AMOUNT EARNED YTD
(A) SERVICE						
FIXED SERVICES						
SERVICE	\$0.00	0.00	\$18.00	\$0.00		\$0.00
SERVICE	\$0.00	0.00	\$22.00	\$0.00		\$0.00
SERVICE	\$0.00	0.00	\$33.00	\$0.00		\$0.00
SERVICE	\$0.00	0.00	\$44.00	\$0.00		\$0.00
SERVICE	\$0.00	0.00	\$55.00	\$0.00		\$0.00
			\$0.00	\$0.00		\$0.00
			\$0.00	\$0.00		\$0.00
			\$0.00	\$0.00		\$0.00
			\$0.00	\$0.00		\$0.00
	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
PART c: OTHER REVENUE / PROGRAM INCOME	A. Total - Current Month		B. Total - Year To Date			
1.CONTRIBUTIONS. (EXCLUDES CLIENT CO-PAY COLLECTIONS)	\$0.00		\$0.00			
2.CLIENT CO-PAY ASSESSED	\$0.00		\$0.00			
3.CLIENT CO-PAY COLLECTIONS	\$0.00		\$0.00			
4.INTEREST (NET AMOUNT NOT RETURNED)	\$0.00		\$0.00			
5.MATCH VALUATION (INCLUDES CASH & IN-KIND)	\$0.00		\$0.00			

PROVYYYY

CASH ADVANCE AND CONTRACT PAYMENT REQUEST FORM
PROGRAM
FUNDING SOURCE

PROVIDER NAME, ADDRESS, PHONE & FEID # PROV ADDRESS ADDRESS Tel: Fax: FEID #:	TYPE OF REPORT: A. PAYMENT REQUEST: Regular ☒ Supplemental ☐ B. METHOD OF PAYMENT: Advance ☐ Reimbursement ☒	THIS REQUEST PERIOD: Period CONTRACT PERIOD: CONTRACT #: REPORT #1 PSA # 10			
CERTIFICATION: I hereby certify that this request or refund conforms with the terms of this Contract.					
Prepared By: _____ Date: _____ Approved By: _____ Date: 20____					
PART A: CONTRACT FUNDS SUMMARY	SERVICE	SERVICE	SERVICE	SERVICE	TOTAL
1. Approved Contract Amount	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2. Previous Funds Requested for Contract Period	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3. Contract Funds Available	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
PART B: CONTRACT FUNDS REQUESTED:					
1. Cash Advances (1st-2nd Months)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2. Amount Earned This Period (= to PSA #10 Form 106Z Part B, Column E)	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	\$0.00
3. Total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	SVC CODE	SVC CODE	SVC CODE	SVC CODE	
PART C: NET FUNDS REQUESTED:					
1. Less Overadvance	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2. Contract Funds Are Hereby Requested (Part B Line 3 minus Part C line 1) Not to exceed Part A Line 3	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
ADVANCE EARNED Advance Remaining					

PSA #10 FORM 106, Dated July 97

BATCH #: _____

DESC: PROVPROG MM/YYYY

VENDOR ID: P-PROV

ACCOUNT #: 20.20.10.JXXXX00.XXXX.XXX

CHECK # _____ CHECK DATE: _____

INPUT: _____ APPROVAL: _____

ATTACHMENT VII

[Enter agency Logos]
[Enter Name of Organization]
Health & Wellness Program (OA3D)
[Enter PSA Number]
Sign-in-Sheet

Date: _____ **Start Time:** _____ **End Time:** _____

Location Name (ie. Senior Center): _____

Address (include City, State, Zip Code): _____

Phone #: _____ **Funded by:** _____

Topic: _____ **# of Seniors:** _____

Name & Title of Presenter: _____

#	Printed Name	Signature
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

[Name of organization]

[Enter address]

[enter city, state, zip code]

[enter phone number and fax number]

[enter web address]

ATTACHMENT VIII

DEPARTMENT OF ELDER AFFAIRS

BACKGROUND SCREENING

ATTESTATION OF COMPLIANCE - EMPLOYER

AUTHORITY: ALL EMPLOYERS are required to annually submit this form attesting to compliance with the provisions of chapter 435 and section 430.0402 of the Florida Statutes.

The term "employer" means any person or entity required by law to conduct background screenings, including but not limited to, Area Agencies on Aging/Aging and Disability Resource Centers, Lead Agencies, and Service Providers that contract directly or indirectly with the Department of Elder Affairs (DOEA), and any other person or entity which hires employees or has volunteers in service who meet the definition of a direct service provider. See §§ 435.02, 430.0402, Fla. Stat.

A direct service provider is "a person 18 years of age or older who, pursuant to a program to provide services to the elderly, has direct, face-to-face contact with a client while providing services to the client and has access to the client's living areas, funds, personal property, or personal identification information as defined in s. 817.568. The term also includes, but is not limited to, the administrator or a similarly titled person who is responsible for the day-to-day operations of the provider, the financial officer or similarly titled person who is responsible for the financial operations of the provider, coordinators, managers, and supervisors of residential facilities, and volunteers, and any other person seeking employment with a provider who is expected to, or whose responsibilities may require him or her to, provide personal care or services directly to clients or have access to client funds, financial matters, legal matters, personal property, or living areas." § 430.0402(1)(b), Fla. Stat. (2023).

ATTESTATION

As the duly authorized representative of: _____
(Name of Employer)

Located at _____
Street address City State Zip Code

Under penalty of perjury, I, _____
(Name of Representative)

hereby swear or affirm that the above-named employer is in compliance with the provisions of chapter 435 and section 430.0402 of the Florida Statutes, regarding level 2 background screening.

Signature of Representative Date

DOEA Form 235, Attestation of Compliance - Employer, Effective October 2023, F.S.

Form available at: <https://elderaffairs.org/about-us/background-screening/background-screening-clearinghousetraining-accessing-the-clearinghouse/>



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2024-506

Agenda Date: 10/1/2024

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 amendment to the Hazard Mitigation Subgrant Agreement with the Florida Division of Emergency Management to reinstate and extend the term of the Agreement for Phase II of the City Hall Wind Retrofit and Drainage Project to February 28, 2025 and accept an increase of the grant award amount for a total grant amount of \$2,005,676.58; authorizing execution of the Amendment; and providing for an effective date. (*Funds from Account #358-5060-519-61-12 - City Hall Bond*)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$685,661 (City's Share of Project). Federal Share \$2,005,676.58

Account Name: 2018 Revenue Bond Fund/Construction (city Hall)

Account Number: 358-5060-519-61-12

Secondary Account Name: 2018 Revenue Bond Fund/Transfer In-Public Works Grant Fund

Secondary Account Number: 358-0000-381-98-00

Background/History

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

In FY 2019, the City was awarded the Hazard Mitigation Grant Program grant for the Phase I Project. The project scope of work involved preliminary engineering design, surveying, and permitting for building hardening, wind retrofitting, and drainage improvements to and around City Hall. In FY22, the City completed Phase I of the project and submitted all deliverables to FDEM for the Phase II Project approval ("Phase II Project").

On April 26, 2023, the City entered into Grant Agreement #H0929 with FDEM for the Phase II Project. The Phase II Project scope of work includes the installation of impact-resistant windows and doors, roof and framing system; construction of new metal studs and drywall plaster exterior framing wall at lobby entrances; and drainage improvements to the City Hall parking lot and perimeter streets.

The estimated Phase II project cost at the time of award was \$1,866,394. The grant covered 75% of the project cost (\$1,399,795.50) with a 25% local match of \$466,598.50. The grant also includes a Sub-Recipient Management Cost (SRMC) award of \$46,645.08 for project administration costs required to efficiently manage the grant.

In FY24, the City submitted an amendment request to the State of Florida, Division of Emergency Management to extend the grant agreement term end date from February 28, 2024 to February 28, 2025 to allow for sufficient time to complete the project, and a budget increase to cover actual project costs identified during the Procurement phase.

Current Activity

In August 2024, the City received notification from FDEM that the amendment request was approved. FDEM provided Modification #1 to Subgrant Agreement # H0929, which reinstates the agreement and extends the agreement to February 28, 2025. Modification #1 also increases the grant award amount to \$2,005,676.58 (See the budget breakdown in the table below). The 25% local share of the project cost is \$685,661.

The grant award does not include the federal share of contingency costs in the amount of \$97,951.50. Pursuant to FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to release, contingency funds must be re-budgeted to another direct cost category within the project budget.

	Federal Share (75%)	Local Share (25%)	Total Project Amount
Agreement Amount	\$1,959,031.50	\$ 653,010.50	\$ 2,612,042.00
Contingency	\$ 97,951.50	\$ 32,650.50	\$ 130,602.00
Total	\$ 2,056,983.00	\$ 685,661.00	\$ 2,742,644.00
SRMC Award	\$ 46,645.08	-	-

Recommendation

It is recommended that the City Commission approve the execution of Modification #1 to Subgrant Agreement #H0929 between the City and the Florida Division of Emergency Management for the Phase II Project, which will reinstate the Subgrant Agreement, extend the project term to February 28, 2025, and increase the grant award to \$2,005,676.58.

RESOLUTION NO. 2024/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING AN AMENDMENT TO THE HAZARD MITIGATION SUBGRANT AGREEMENT WITH THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT TO REINSTATE AND EXTEND THE TERM OF THE AGREEMENT FOR PHASE II OF THE CITY HALL WIND RETROFIT AND DRAINAGE PROJECT TO FEBRUARY 28, 2025 AND ACCEPT AN INCREASE OF THE GRANT AWARD AMOUNT FOR A TOTAL GRANT AMOUNT OF \$2,005,676.58; AUTHORIZING EXECUTION OF THE AMENDMENT; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, in July 2018, the City of Deerfield Beach (the “City”) applied for the Hazard Mitigation Grant Program (“HMGP”), a grant funded by the Federal Emergency Management Agency (“FEMA”) and administered through a partnership with the Florida Division of Emergency Management (the “FDEM”); and

WHEREAS, the HMGP Program provides assistance to states, local governments, private non-profit organizations and Indian Tribes in implementing long-term hazard mitigation measures following a major disaster declaration; and

WHEREAS, the HMGP Program funding for the Phase I City Hall Wind Retrofit and Drainage Project (the “Phase I Project”) consisted of preliminary engineering design, surveying and permitting for building hardening, wind retrofitting, and drainage improvements around City Hall; and

WHEREAS, on December 3, 2019, pursuant to Resolution No. 2019/172, the City Commission approved the grant agreement and acceptance of the grant award in the amount of \$158,985.75, along with the expenditure of matching funds in the amount of \$52,995.92, for the Phase I Project; and

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

WHEREAS, on April 26, 2023, the City entered into a subgrant agreement, Contract No. H0929 with FDEM to implement the Phase II Project in the amount of \$1,446,440.58 (the “Agreement”); and

WHEREAS, the Agreement term had an end date of February 28, 2024; and

WHEREAS, the City requested an amendment to the Agreement to extend the Agreement term end date until February 28, 2025, along with a request for a budget increase to cover actual project costs identified during the procurement phase of the Phase II Project; and

WHEREAS, in August 2024, FDEM granted the amendment request; and

WHEREAS, the amendment, attached as Exhibit “A”, reinstates the Agreement, extends the Agreement end date until February 28, 2025 and modifies the Budget to provide an increase in Federal funding for the Phase II Project (the “Amendment”); and

WHEREAS, the City Commission finds it to be in the best interest of the City to approve and authorize execution of the Amendment to the Agreement with FDEM, attached as Exhibit “A,” to reinstate and extend the Agreement until February 28, 2025 and increase the federal award share to \$2,005,676.58, which includes sub-recipient management costs in the amount of \$46,645.08 to be utilized for staff time to manage and complete the Phase II Project.

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 Amendment to the Agreement with FDEM, attached as Exhibit “A,” to reinstate and extend the term of the Agreement until February 28, 2025 and increase the award amount to \$2,005,676.58.

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

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

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2024.

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

SUB-RECIPIENT AGREEMENT CHECKLIST
DIVISION OF EMERGENCY MANAGEMENT
MITIGATION BUREAU
FISCAL OPERATIONS UNIT
HMGP

REQUEST FOR REVIEW AND APPROVAL	
SUB-RECIPIENT:	City of Deerfield Beach
PROJECT #:	4337-240-A
PROJECT TITLE:	City of Deerfield Beach, City Hall, Wind Retrofit and Drainage
CONTRACT #:	H0929
MODIFICATION #:	1

SUB-RECIPIENT REPRESENTATIVE (POINT OF CONTACT)	
	Jonathan Salas Director of Community Services 227 NW 2nd Street Deerfield Beach, FL 33441

Enclosed is your copy of the proposed contract/modification between **City of Deerfield Beach** and the Florida Division of Emergency Management (FDEM).

	COMPLETE
☐	This form is required to be included with all Reviews, Approvals, and Submittals
☐	Reviewed and Approved
☐	Signed & Dated Electronic Copy by Official Representative
☐	Copy of the organization's resolution or charter that specifically identifies the person or position that is authorized to sign, if not Chairman, Mayor, or Chief
☐	Attachment I - Federal Funding Accountability and Transparency Act (FFATA) - completed, signed, and dated ☒ N/A for Modifications or State Funded Agreements
☐	Attachment K – Certification Regarding Lobbying - completed, signed, and dated ☒ N/A for Modifications or State Funded Agreements
☒	Attachment L – Contracts with Non-Profit Organizations - completed, signed, and dated
☐	Electronic Submittal to the Grant Specialist

If you have any questions regarding this contract, or who is authorized to sign it, please contact your Project Manager at (984) 201-6816 or email me at Brent.Edwards@em.myflorida.com.

Contract Number: H0929

Project Number: 4337-240-A

**MODIFICATION TO SUBGRANT AGREEMENT BETWEEN
THE DIVISION OF EMERGENCY MANAGEMENT AND
CITY OF DEERFIELD BEACH**

This Modification Number One made and entered into by and between the State of Florida, Division of Emergency Management ("the Division"), and City of Deerfield Beach ("the Sub-Recipient") to modify Contract Number H0929, dated April 26, 2023, ("the Agreement").

WHEREAS, the Division and the Sub-Recipient have entered into the Agreement, pursuant to which the Division has provided a subgrant to the Sub-Recipient under the Hazard Mitigation Grant Program of \$1,405,567.83, in Federal Funds; and

WHEREAS, the Division and the Sub-Recipient intend to modify the Agreement; and

WHEREAS, the Agreement expired on February 28, 2024; and

WHEREAS, the Division and the Sub-Recipient intend to reinstate and extend the terms and increase the Federal Funding by \$600,108.75 under the Agreement.

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein, the parties agree as follows:

1. The Agreement is hereby reinstated and extended as though it had never expired.

2. Paragraph 8 of the Agreement is hereby amended to read as follows:

(8) PERIOD OF AGREEMENT

This Agreement shall begin April 26, 2023 and shall end February 28, 2025, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement.

3. The Agreement is amended to increase the Federal Funding by \$600,108.75, for the maximum amount payable under the Agreement to \$2,005,676.58, (Two Million Five Thousand Six Hundred Seventy-Six Dollars and Fifty-Eight Cents)

4. The Budget and Scope of Work, Attachment A to the Agreement, are hereby modified as set forth in 1st Revised Attachment A to this Modification, a copy of which is attached hereto and incorporated herein by reference.

5. All provisions of the Agreement being modified and any attachments in conflict with this Modification shall be and are hereby changed to conform with this Modification, effective on the date of execution of this Modification by both parties.

6. All provisions not in conflict with this Modification remain in full force and effect, and are to be performed at the level specified in the Agreement.

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

8. Attachment L - Florida Accountability Contract Tracking System (FACTS) Requirements for Non-profit Organizations Under Section 216.1366, Florida Statutes, Instructions and Worksheet is hereby incorporated into the Agreement and is required to be completed by the subrecipient and

returned the Division.

IN WITNESS WHEREOF, the parties hereto have executed this Modification as of the dates set out below.

SUB-RECIPIENT: CITY OF DEERFIELD BEACH

By: _____

Name and Title: _____

Date: _____

**STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT**

By: _____

Name and Title: Kevin Guthrie, Director

Date: _____

Attachment A
(1st Revision)
Budget and Scope of Work

STATEMENT OF PURPOSE:

The purpose of this Scope of Work is to provide protection to the City Hall building in Deerfield Beach, Broward County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4337-240-A**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

The Sub-Recipient, City of Deerfield Beach, agrees to administer and complete the project per sealed engineering designs and construction plans as submitted by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall complete the work in accordance with all applicable Federal, State and Local Laws, Regulations and Codes.

PROJECT OVERVIEW:

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes wind protection and drainage improvements to the City Hall building located at 150 NE 2nd Avenue, Deerfield Beach, Florida 33441.

The HMGP Phase II – construction scope of work shall include the removal and disposal of all existing exterior windows and doors, hurricane shutters and a wall mounted air conditioner; installation of all existing exterior windows and doors with new code compliant impact resistant windows and doors; removal and replacement of a portion of the existing low slope wood framed roof structure and all associated components with new insulated metal deck over steel joists roof framing system; replacement of the existing low slope and pitched roofing areas with a new code compliant roofing system; wire anchoring of all existing rooftop mechanical equipment; and construction of new metal studs and drywall plaster exterior framing wall at lobby entrances. The improvements shall also require patching and repair of all damaged interior and exterior wall finishes.

Additionally, the Sub-Recipient is proposing drainage improvements to the City Hall parking lot and the perimeter streets consisting of NE 2nd Avenue, NE 1st Street, 3rd Avenue from NE 1st Street to NE Eller Street with positive drainage to the Hillsboro Canal outfall through Pioneer Park. The proposal includes the replacement of the existing drainage facilities along NE 1st Street from NE 2nd Avenue to NE 3rd Avenue and 3rd Avenue from NE 1st Street to NE Eller Street. The upgraded drainage network includes the installation of exfiltration trenches, inlets, conflict structures and pipes. A new 60" trunk line shall convey the stormwater north, to Pioneer Park where a new dry retention pond shall be constructed. A new control structure with a control weir and a 24" Reinforced Concrete Pipe (RCP) outfall pipe shall replace the existing 12" RCP discharge pipe into the Hillsboro Canal. On 2nd Avenue, the installation of a curb inlet is proposed at the low point to reduce ponding issues along the City Hall. The new inlet shall connect to the existing drainage inlet at the corner of NE 2nd Avenue and NE 1st Street via a 15" RCP pipe. The proposed improvements shall also include required exfiltration trenching, milling and resurfacing a portion of the road and replacing the sidewalk, curb and gutter. The proposed drainage improvements shall help alleviate the flooding issues around the City Hall.

Wind protections shall be provided on any other opening such as vents, louvers and exhaust fans. All installations shall be in strict compliance with the Florida Building Code or Miami Dade Specifications and all materials shall be certified to meet wind and impact standards. The local municipal or county building department shall inspect and certify installation according to the manufacturer's specifications.

The project shall provide protection against 180 MPH winds, or the wind speed protection and impact requirements indicated by the effective Florida Building Code at the time permits are issued. The drainage portion of the project shall be constructed to provide protection against a 25-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Project Locations:

ID#	Name/Station	Location	Coordinates
-----	--------------	----------	-------------

1)	City Hall Building	150 NE 2 nd Avenue, Deerfield Beach, FL 33441	(26.3198605, - 80.0995962)	
2)	Drainage	Deerfield Beach, FL 33441	N	(26.322142, - 80.098044)
			E	(26.321925, - 80.097939)
			S	(26.319519, - 80.098739)
			W	(26.319669, - 80.099717)

TASKS & DELIVERABLES:

A) Tasks:

- 1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the scope of work as approved by the Division and FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient's procurement policy as well as all Federal and State Laws and Regulations. All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

The Sub-Recipient shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation and supervision and for performing all work per sealed engineering designs and construction plans presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA.

The Sub-Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all work staging areas in a neat and presentable condition.

The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.

The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The Sub-Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient.

The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by the selected contractor.

- 2) The Sub-Recipient shall monitor and manage the procurement and installation of all opening protection products in accordance with the HMGP application and associated documentation as presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall ensure that all applicable State, Local and Federal Laws and Regulations are followed and documented, as appropriate.

The project shall protect the structure from windblown debris resulting from high windstorms which shall allow the function of the structures to continue following a severe wind event.

The Sub-Recipient shall fully perform the approved project, as described in the application, in accordance with the approved scope of work indicated herein, the estimate of costs indicated herein, the allocation of funds indicated herein, and all applicable terms and conditions. The Sub-Recipient shall not deviate from the approved project terms and conditions.

Upon completion of the work, the Sub-Recipient shall schedule and participate in a final inspection of the completed project by the local municipal or county building department (official), or other approving official, as applicable. The official shall inspect and certify that all installation was in accordance with the manufacturer's specifications. Any deficiencies found during this final inspection shall be corrected by the Sub-Recipient prior to Sub-Recipient's submittal of the final inspection request to the Division.

Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation and provide a summary of all contract scope of work and scope of work changes, if any. Additional documentation shall include:

- a) Copy of permits(s), notice of commencement.
 - b) Local Building Official Inspection Report and Final Approval.
 - c) Signed and Sealed As-built project plans (drawings) by the Professional of Record, two hard copies and an electronic version (via email or CD).
 - d) All Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.
 - e) Letter of Completion:
 1. Affirming that the project was completed in conformance with the approved project drawings, specifications and scope; and
 2. Certifying Compliance with all applicable codes.
 - f) Letter or documentation stating if human remains, intact archaeological features or deposits or prehistoric or historic artifacts were discovered during project activities.
 - g) Verification of compliance with the Water Management District (SFWMD) Environmental Resource Permit (ERP) number #16069-R.
 - h) Documentation showing the source and location of the anticipated fill material to be used for project activities provided to the Division prior to project commencement.
 - i) Copy of local floodplain permit or notification of No Permit Required (NPR) from the local floodplain administrator before work begins.
 - j) Verification of compliance with applicable local floodplain permits.
 - k) Verification of compliance with the Environmental Protection and Growth Management Division (EPGMD) Environmental Resource Permit (ERP) #06-80097-R.
 - l) Pursuant to subsection 553.896(2), Florida Statutes, projects including the construction of new or retrofitted window or door coverings must conform to design drawings that are **signed, sealed, and inspected by a structural engineer** who is registered in this state. The Sub-Recipient shall provide an inspection report and attestation or a copy of the signed and sealed plans to the Division before payment shall be made.
 - m) Proof of compliance with Project Conditions and Requirements contained herein.
- 3) During the course of this agreement, the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, not all project activities may be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the completion of the work, that disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation, which may include but

not be limited to: cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

Direct Construction Expenses: The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Sub-Recipient Management Costs (SRMC) expenditure must adhere to FEMA Policy #104-11-1 HMGP Management Costs (Interim) signed November 14, 2018. FEMA defines management costs as any: Indirect costs, Direct administrative costs, and other administrative expenses associated with a specific project. Administrative costs are expenses incurred by a Sub-Recipient in managing and administering the federal award to ensure that federal, state requirements are met including: solicitation, development, review, and processing of sub-applications; delivery of technical assistance; quarterly progress and fiscal reporting; project monitoring; technical monitoring; compliance activities associated with federal procurement requirements; documentation of quality of work verification for quarterly reports and closeout; payment of claims; closeout review and liquidation; and records retention.

Any activities that are directly related to a project are not eligible under management costs. For example, architectural, engineering, and design services are project costs and cannot be included under management costs. Similarly, construction management activities that manage, coordinate, and supervise the construction process from project scoping to project completion are project costs. These activities cannot be included under management costs.

Due to Strategic Funds Management (SFM), SRMC Interim Policy requires management costs to be obligated in increments sufficient to cover Sub-Recipient needs, for no more than one year, unless contractual agreements require additional funding. FEMA has established a threshold where annual increments will be applied to larger awards allowing smaller awards to be fully obligated. Obligations will be handled by the size of the total subaward.

The Sub-Recipient shall pre-audit all SRMC source documentation – personnel, fringe benefits, travel, equipment, supplies, contractual, and indirect costs. A brief narrative is required to identify what the funds will be used for. Documentation shall be detailed and clearly describe each approved task performed, hours devoted to each task, and the hourly rate charged including enough information to calculate the hourly rates based on payroll records. Employee benefits and tasks shall be clearly shown on the Personnel Activity Form, and all Personnel or Contractual SRMC shall be invoiced separate from all other project costs.

Project Management Expenses (only applies to disasters prior to August 1, 2017, all others adhere to FEMA Policy #104-11-1 for SRMC): The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third-party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient.

Quarterly reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement of actual costs related to the project as identified in the project application and this scope of work. The Requests for Reimbursement (RFR) shall include:

- a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;
- b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;
- c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

The Sub-Recipient's Request for Reimbursement shall include the final project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

B) Deliverables:

Mitigation Activities consist of providing protection to the City Hall building located on NE 2nd Avenue, Deerfield Beach, Florida 33441, by wind retrofit and drainage improvements. The project shall protect the integrity of the building envelope and reduce potential damage from future events. Protection shall be provided on all exterior openings, such as doors, windows, skylights, vents, louvers and exhaust fans on the structures.

Wind protections shall be provided on any other opening such as vents, louvers and exhaust fans. All installations shall be in strict compliance with the Florida Building Code or Miami Dade Specifications and all materials shall be certified to meet wind and impact standards. The local municipal or county building department shall inspect and certify installation according to the manufacture specifications.

The project shall provide protection against 180 MPH winds, or the wind speed protection and impact requirements indicated by the effective Florida Building Code at the time permits are issued.

The drainage portion of the project shall be constructed to provide protection against a 25-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Pursuant to subsection 553.896(2), Florida Statutes, projects including the construction of new or retrofitted window or door coverings must conform to design drawings that are signed, sealed, and inspected by a structural engineer who is registered in this state. The Sub-Recipient shall provide an inspection report and attestation or a copy of the signed and sealed plans to the Division before payment shall be made.

Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

PROJECT CONDITIONS AND REQUIREMENTS:

C) Engineering:

- 1) The Sub-Recipient shall submit to the Division an official letter stating that the project is 100% complete and ready for the Division's Final Inspection of the project.
- 2) The Sub-Recipient shall provide a copy of the Notice of Commencement, and any local official Inspection Report and/or Final Approval, as applicable.
- 3) The Sub-Recipient shall submit all Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.
- 4) The Sub-Recipient shall submit a signed and sealed final copy of the completed project's As-built drawings and all necessary supporting documentation and provide a summary of all contract scope of work changes, if any.
- 5) The Sub-Recipient shall submit a certified letter of completion from Engineer of Record. The Sub-Recipient's Engineer of Record shall provide a formal certificate or letter affirming that the project has been completed in conformance with the approved project drawings, specifications, scope, and applicable codes, if applicable.

- 6) All installations shall be done in strict compliance with the Florida Building Code or Miami Dade Specifications. All materials shall be certified to meet or exceed the wind and impact standards of the current local codes.
- 7) Product Specifications documentation satisfying protection requirements for all products utilized shall be provided to the Division for closeout.
- 8) The Sub-Recipient shall follow all applicable State, Local and Federal Laws, Regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate Federal, State, and Local permits and clearances may jeopardize federal funding. Glazing in structures shall be impact resistant or protected with an impact resistant covering meeting the requirements of SSTD 12, ASTM E 1886 and ASTM E 1996, ANSI/DASMA 115 (for garage doors and rolling doors) or Miami-Dade TAS 201, 202 and 203 or AAMA 506 referenced therein as follows:
 - a) Glazed openings located within 30 feet (9.1 m) of grade shall meet the requirements of the Large Missile Test.
 - b) Glazed openings located more than 30 feet (9.1 m) above grade shall meet the provisions of the Small Missile Test.
 - c) Louvers protecting intake and exhaust ventilation ducts not assumed to be open that are located within 30 feet (9144 mm) of grade shall meet requirements of the Large Missile Test.

Impact-resistant coverings shall be tested at 1.5 times the design pressure (Positive or Negative) expressed in pounds per square feet as determined by the Florida Building Code, Building Section 1609, for which the specimen is to be tested.

- 9) The local municipal or county building department shall inspect the installation according to the manufacturer's specification and ensure that the above referenced standards have been met; documentation shall be provided to the Division for closeout.
- 10) The materials and work funded pursuant to this Sub-grant Agreement are intended to decrease the vulnerability of the structure to property losses and are specifically not intended to provide for the safety of inhabitants before, during or after a natural or manmade disaster.
- 11) The funding provided by the Division under this subaward shall compensate for the materials, labor and fees for the hardening activities as a retrofit measure for the Sub-Recipient's structures to reduce and/or mitigate the damage that might otherwise occur from severe weather or other hazards. The funding of this project by the Division does not confer or imply any warranty of use or suitability for the work performed pursuant to this agreement. The State of Florida disclaims all warranties with regard to this mitigation project, express or implied, including but not limited to, any implied warranties and/or conditions of satisfactory quality and fitness for a particular purpose, merchantability, or merchantable quality.
- 12) This project has not been evaluated by the criteria contained in the standards of the Department of Homeland Security, Federal Emergency Management Agency guidance manual FEMA 361-Design and Construction for Community Shelter, and thus does not provide "near absolute protection". It is understood and agreed by the Division and the Sub-Recipient that the structure may have vulnerabilities due to age, design and location that may result in damage to the structure from wind events even after the installation of the mitigation measures funded under this Sub-grant Agreement. It is further understood and agreed by the Division and the Sub-Recipient that the level of wind protection provided by the mitigation action, although meeting State standards and codes and enhancing the structural integrity of the structure, does not ensure the safety or survival of occupants.

D) Environmental:

- 1) Sub-Recipient shall follow all applicable state, local and federal laws, regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.
- 2) Any change, addition or supplement to the approved Scope of Work that alters the project (including other work not funded by FEMA, but done substantially at the same time), regardless of the budget implications, shall require re-submission of the application to FEMA through the Division for National

Environmental Policy Act (NEPA) and National Historic Preservation Act (NHPA) re-evaluation before starting project work.

- 3) The Sub-Recipient shall monitor ground disturbing activities during construction, and if any potential archeological resources are discovered, shall immediately cease construction in that area and notify the Division and FEMA.

If human remains or archaeological features or deposits (e.g., arrowheads, pottery glass, metal, etc.) are uncovered, work in the vicinity of the discovery shall stop immediately and all reasonable measures to avoid or minimize harm to the finds shall be taken. The Sub-Recipient shall ensure that archaeological discoveries are secured in place, that access to the sensitive area is restricted, and that all reasonable measures are taken to avoid further disturbance of the discoveries.

The Sub-Recipient's contractor shall provide immediate notice of such discoveries to the Sub-Recipient. The Sub-Recipient shall notify the Florida Division of Historic Resources, the Division's State Mitigation Environmental Lead and FEMA within 24 hours of the discovery. Work in the vicinity of the discovery may not resume until FEMA and the Division have completed consultation with SHPO, Tribes, and other consulting parties as necessary.

In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately, and the proper authorities notified in accordance with **Florida Statutes, Section 872.05**.

- 4) If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the vicinity of the discovery. The Sub-Recipient shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section at (850)-245-6333. Project activities shall not resume without verbal and/or written authorization. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately, and the proper authorities notified in accordance with Section 872.05, Florida Statutes.
- 5) The Sub-Recipient shall comply with the conditions of the Environmental Protection and Growth Management Division (EPGMD) Environmental Resource Permit (ERP) #06-80097. Failure to comply with this condition may jeopardize FEMA funding; verification of compliance shall be required at project closeout.
- 6) The Sub-Recipient shall comply with the conditions of the SFWMD General Permit # 16069-R. Failure to comply with these conditions may jeopardize FEMA funding; verification of compliance shall be required at project closeout.
- 7) The Sub-Recipient shall obtain floodplain permit from the local floodplain administrator before work begins. Failure to comply with these conditions may jeopardize FEMA funding; verification of compliance shall be required at project closeout.
- 8) Prior to project commencement, the subrecipient must identify the source and location of fill material and provide this information to FDEM and FEMA. If the borrow pit is privately owned, or is located on previously undisturbed land, or if the fill is obtained by the horizontal expansion of a pre-existing borrow pit, FEMA consultation with the State Historic Preservation Officer shall be required. Failure to comply with this condition may jeopardize FEMA funding; verification of compliance shall be required at project closeout.
- 9) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.

E) Programmatic:

- 1) A change in the scope of work *must* be approved by the Division and FEMA in advance regardless of the budget implications.
- 2) The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.

- 3) The Division and FEMA shall approve a change in the scope of work in advance, regardless of the impact to the budget.
- 4) The Sub-Recipient must “obtain prior written approval for any budget revision which would result in a need for additional funds” [44 CFR 13(c)], from the Division and FEMA.
- 5) Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of new expiration date and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.
- 6) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.
- 7) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.
- 8) Project approval is with the condition that the tasks, deliverables, and conditions be accomplished and submitted 30 days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA for Closeout.
- 9) Retrofitting a building includes the entire structure – for final inspection all openings and structure must be compliant.
- 10) Special Conditions required on implementation of project:
 - a) **EO 11988:** The Sub-Recipient must obtain floodplain permit from the local floodplain administrator before work begins. Failure to comply with these conditions may jeopardize FEMA funding; verification of compliance will be required at project closeout. **Source of condition:** Executive Order 11988 – Floodplains **Monitoring Required: No**
 - b) **CZMA:** The Sub-Recipient must comply with the conditions of the SFWMD General Permit # 16069-R. Failure to comply with this condition may jeopardize FEMA funding; verification of compliance will be required at project closeout. **Source of condition:** Coastal Zone Management Act (CZMA) **Monitoring Required: No**
 - c) **CZMA:** The Sub-Recipient must comply with the conditions of the EPGMD ERP #06-80097-P. Failure to comply with this condition may jeopardize FEMA Funding; verification of compliance will be required at project closeout. **Source of condition:** Coastal Zone Management Act (CZMA) **Monitoring Required: No**
 - d) **NHPA:** If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the vicinity of the discovery. The Sub-Recipient shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section at (850)-245-6333. Project activities shall not resume without verbal and/or written authorization. In the even that unmarked human remains are encountered during permitted activities, all work shall stop immediately, and proper authorities notified in accordance with Section 872.05 Florida Statutes. **Source of condition:** National Historic Preservation Act (NHPA) **Monitoring Required: No**
 - e) **NHPA:** If human remains or intact archaeological features or deposits (e.g. arrowheads, pottery, glass, metal, etc.) are uncovered, work in the vicinity of the discovery will stop immediately and all reasonable measures to avoid or minimize harm to the finds will be taken. The Sub-Recipient will ensure that archaeological discoveries are secured in place, that access to the sensitive area is restricted, and that all reasonable measures are taken to avoid further disturbance of the discoveries. The Sub-Recipient’s contractor will provide immediate notice of such discoveries to the Sub-Recipient. The Sub-Recipient shall contact the Florida Division of Historic Resources and FEMA within 24 hours of the discovery. Work in the vicinity of the discovery may not resume until FEMA has completed consultation with SHPO, Tribes, and other consulting parties as necessary. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and the proper

authorities notified in accordance with Florida Statutes, Section 872.05. **Source of condition:** National Historic Preservation Act (NHPA) **Monitoring Required: No**

- f) **NHPA:** Prior to project commencement, the Sub-Recipient must identify the source and location of fill material and provide this information to FDEM and FEMA. If the borrow pit is privately owned, or is located on previously undisturbed land, or if the fill is obtained by the horizontal expansion of a pre-existing borrow pit, FEMA consultation with the State Historic Preservation Officer will be required. Failure to comply with this condition may jeopardize FEMA funding; verification of compliance will be required at project closeout. **Source of condition:** National Historic Preservation Act (NHPA) **Monitoring Required: No**
- 11) Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.
- 12) Sub-Recipient Management Costs (SRMC), implemented under the Disaster Relief and Recovery Act of 2018 (DRRA), amended Section 324 of the Stafford Act, and the Hazard Mitigation Grant Program Management Costs (Interim) FEMA Policy 104-11-1, provides 100% federal funding under HMGP to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner.
- a) SRMC must conform to 2 CFR Part 200, Subpart E, applicable program regulations, and Hazard Mitigation Assistance (HMA) Guidance (2015), ensuring costs are reasonable, allowable, allocable and necessary to the overall project.
 - b) Funding is for approved indirect costs, direct administrative costs, and administrative expenses associated with this specific project and shall have adequate documentation.
 - c) SRMC cannot exceed 5% of the total project costs awarded.
 - d) SRMC is 100% federally funded and will be reimbursed based on actual costs incurred for each individual Request for Reimbursement (RFR) submitted with the required documentation.
 - e) SRMC shall be reconciled against actual costs on a quarterly basis and annual basis.
 - f) If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

This is FEMA project number **4337-240-R and shall be reported under 4337-240-A**. It is funded under HMGP, FEMA-4337-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4337.

FEMA awarded this project on November 9, 2022; this Agreement was executed on April 26, 2023; and the Period of Performance for this project shall end on **February 28, 2025**.

F) FINANCIAL CONSEQUENCES:

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

- 1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;
- 2) Disallow all or part of the cost of the activity or action not in compliance;
- 3) Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;
- 4) Withhold further awards for the program; or
- 5) Take other remedies that may be legally available.

SCHEDULE OF WORK

Phase II-

State Contracting:	2 Months
Construction Plan/Technical Specifications:	2 Months
Bidding / Local Procurement:	3 Months
Construction / Installation:	12 Months
Local Inspections / Compliance:	3 Months
State Final Inspections / Compliance:	3 Months
Closeout Compliance:	2 Months
Total Period of Performance:	27 Months

BUDGET

Line-Item Budget*

	Project Cost	Federal Cost	Non-Federal Cost
Materials:	\$1,073,271.00	\$804,953.25	\$268,317.75
Labor:	\$1,073,271.00	\$804,953.25	\$268,317.75
Fees:	\$465,500.00	\$349,125.00	\$116,375.00
Initial Agreement Amount:	\$2,612,042.00	\$1,959,031.50	\$653,010.50
***Contingency Funds:	\$130,602.00	\$97,951.50	\$32,650.50
Project Total:	\$2,742,644.00	\$2,056,983.00	\$685,661.00
****SRMC			
SRMC:	\$46,645.08	\$46,645.08	
SRMC-Pre-Award:	\$0.00	\$0.00	
SRMC Total:	\$46,645.08	\$46,645.08	

**Any line-item amount in this Budget may be increased or decreased 10% or less, with the Division's approval, without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

**** This project has an estimated \$130,602.00 in contingency funds. Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.**

Project Management costs are included for this project in the amount of \$0.00.

****** Sub-Recipient Management Costs (SRMC) are included for this project in the amount of \$46,645.08 in Federal funding.** *Per the Hazard Mitigation Grant Program Interim FEMA Policy 104-11-1, SRMC provides HMGP funding to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner. SRMC must conform to 2 CFR Part 200, Subpart E, ensuring costs are reasonable, allowable, allocable and necessary to the overall project.*

SRMC cannot exceed 5% of the approved total project costs awarded and shall be reimbursed at 5% for each Request for Reimbursement (RFR) submitted with the required documentation.

If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

Funding Summary Totals

Federal Share:	\$2,056,983.00	(75.00%)
Non-Federal Share:	\$685,661.00	(25.00%)
Total Project Cost:	\$2,742,644.00	(100.00%)
SRMC (100% Federal)	\$46,645.08	

Attachment L
Florida Accountability Contract Tracking System (FACTS)
Requirements for Non-profit Organizations Under Section 216.1366, Florida Statutes
Instructions and Worksheet

PURPOSE: Section 215.985, Florida Statutes (F.S.), amended in 2023, requires that each contract for which a state entity makes a payment pursuant to a contract executed, amended, or extended on or after July 1, 2023, the Division shall post any documents submitted pursuant to s. 216.1366, F.S., which indicates the use of state funds as remuneration under the contract or a specified payment associated with the contract on the contract tracking system.

CONTRACT DOCUMENTATION REQUIREMENTS

Section 216.1366, F.S., amended in 2023, establishes new documentation requirements for any contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations as defined in s. 215.97 (2)(m). F.S. The contract must require the contractor to provide documentation that indicates the amount of state funds:

- Allocated to be used during the full term of the contract for remuneration to any member of the board of directors or an officer of the contractor.
- Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor. The documentation must indicate the amounts and recipients of the remuneration.

Such information must be included in the contract tracking system maintained pursuant to s. 215.985 F.S. and must be posted on the contractor's website if the contractor maintains a website.

• As used in this subsection, the term:

- o "Officer" means a Chief Executive Officer (CEO), Chief Financial Officer (CFO), Chief Operating Officer (COO), or any other position performing an equivalent function.
- o "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan, or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing, and meals.
- o "State funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the state Medicaid program.

Note: This "Instructions and Worksheet" is meant to explain the requirements of the Section 216.1366, F.S., amended in 2023, and give clarity to the attached form distributed to recipients and sub-recipients for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

NON-PROFIT ORGANIZATION REMUNERATION INFORMATION

1. Is your business or organization a non-profit organization as defined in s. 215.97 (2)(m). F.S.?
Yes ☐ No ☐

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Will state funds be used as remuneration to any member of the board of directors or an officer in your business or organization?
Yes ☐ No ☐

If the answer to Question 2 is "Yes," provide the information required in the "Total Compensation Paid to Non-Profit Personnel Using State Funds" form below. A separate form should be completed for each member of the board of directors or officer being compensated using state funds. If the answer to Question 2 is "No", move to the signature block below to

complete the certification and submittal process.

Total Compensation Paid to Non-Profit Personnel Using State Funds

Name: Title: Agency Agreement/Contract # Total Contract Amount Contract Term:		
Line Item Budget Category	Total Amount Paid	Amount Paid from State Funds
Salaries		
Fringe Benefits		
Bonuses		
Accrued Paid Time Off		
Severance Payments		
Retirement Contributions		
In-Kind Payments		
Incentive Payments		
Reimbursements/Allowances		
Moving Expenses		
Transportation Costs		
Telephone Services		
Medical Services Costs		
Housing Costs		
Meals		
CERTIFICATION: I certify that the amounts listed above are true and accurate and in accordance with the approved budget.		
Name:		
Signature:		
Title:		
Date:		



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2024-509

Agenda Date: 10/1/2024

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 Third Amendment to the Interlocal Agreement with Broward County for Community Shuttle Services to extend the term of the agreement to September 30, 2025; authorizing execution of the Third Amendment; providing for implementation and an effective date. (Funds from Account #100-640-00000-0000-366520 - General Fund/Deerfield Express)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$100,000

Account Name: General Fund/Deerfield Express

Account Number: 100-640-00000-0000-366520

Background/History

The City of Deerfield Beach and Broward County have provided supplemental community shuttle services to enhance accessibility to various Broward County Transit routes. By offering transportation services for individuals who may face transportation disadvantages, the City is helping bridge gaps in mobility and ensure that the community has access to essential transportation options.

On October 1, 2019, the City Commission entered into an Interlocal Agreement (ILA) with Broward County to provide transportation services for the benefit of City residents and businesses on the community shuttle routes, Deerfield Beach Express I (DBE I) and Deerfield Beach Express 2 (DBE II).

Pursuant to Resolution 2022/019 Amendment I, the City Commission expanded the community shuttle program to include Saturday transportation services for DBE I and DBE II, reflecting a funding decrease based on the City's actual operating and maintenance costs, and amended the vehicles that are being utilized by the City.

Pursuant to Resolution 2024/063, Amendment II to the ILA was approved by City Commission to reflect a reduction in hourly rate funding and annual funding.

Current Activity

This Third Amendment to the ILA with Broward County will extend the term of the ILA for a one-year term, ending on September 30, 2025. These supplemental community shuttle services play a crucial role in improving the overall connectivity within the City and the wider Broward County area. By

continuing to provide convenient and reliable transportation options, individuals who may face challenges in accessing traditional transit services can benefit from increased mobility, independence, and connectivity to important destinations such as work, medical appointments, shopping, and community facilities.

Recommendation

It is recommended that the City Commission approve Amendment III to the ILA with Broward County.

RESOLUTION NO. 2024/

**A RESOLUTION OF THE CITY COMMISSION OF THE
CITY OF DEERFIELD BEACH, FLORIDA, APPROVING
THE THIRD AMENDMENT TO THE INTERLOCAL
AGREEMENT WITH BROWARD COUNTY FOR
COMMUNITY SHUTTLE SERVICES TO EXTEND THE
TERM OF THE AGREEMENT TO SEPTEMBER 30, 2025;
AUTHORIZING EXECUTION OF THE THIRD
AMENDMENT; PROVIDING FOR IMPLEMENTATION
AND AN EFFECTIVE DATE**

WHEREAS, on October 1, 2019, the City of Deerfield Beach (the “City”) entered into an interlocal agreement with Broward County (the “County”) for community shuttle services (the “ILA”); and

WHEREAS, pursuant to the ILA, the City operates the Deerfield Beach Express I (BCT Route 728) and Express II (BCT Route 729) routes (respectively, “DBE I” and “DBE II”) Monday through Friday for the benefit of the residents and businesses of the City; and

WHEREAS, on February 15, 2022, the City and County executed a First Amendment to the ILA to reflect a funding decrease consistent with the City’s actual operating and maintenance costs, reflect an increase in the City’s service hours and days, and amend the vehicle list to reflect the vehicles that are being utilized by the City (the “First Amendment”); and

WHEREAS, on May 7, 2024, the City Commission adopted Resolution No. 2024/063 approving the Second Amendment to the ILA regarding a reduction in the hourly rate and a funding decrease retroactive to October 1, 2023 (the “Second Amendment”); and

WHEREAS, the Second Amendment was fully executed on May 28, 2024; and

WHEREAS, the County and City desire to amend the ILA to extend the term until September 30, 2025 and remove the renewal language in Section 5.1 of the ILA; and

WHEREAS, the City Commission finds it in the City’s best interest to approve and authorize the execution of the Third Amendment, attached as Exhibit “A” (the “Third Amendment”) to extend the term of the ILA until September 30, 2025.

**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 Third Amendment to the ILA with the County, attached as Exhibit “A,” is hereby approved.

Section 3. The City Manager is authorized to execute the Third Amendment, attached as Exhibit “A,” together with such non-substantial changes as may be acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4. The appropriate City officials are authorized to take all necessary steps to implement the aims of this Resolution.

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2024.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

**THIRD AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN
BROWARD COUNTY AND CITY OF DEERFIELD BEACH
FOR COMMUNITY SHUTTLE SERVICE**

This is the Third Amendment (this "Amendment") to the Agreement between Broward County, a political subdivision of the State of Florida (the "County"), and the City of Deerfield Beach, a municipal corporation located in Broward County, Florida, organized and existing under the laws of the state of Florida (the "City") (collectively the "Parties").

RECITALS

A. The Parties entered into an Interlocal Agreement dated September 30, 2019, as amended April 1, 2022 and May 28, 2024 ("Agreement"), which provides for Community Shuttle Service as an alternative form of public transportation for residents within the jurisdictional limits of the City.

B. The Parties desire to enter this Amendment to extend the term of the Agreement.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Except as expressly modified herein, all terms and conditions of the Agreement remain in full force and effect. Terms used herein but not defined herein shall have the meaning ascribed to such terms in the Agreement.
2. Section 5.1 of the Agreement is amended as follows (deletions shown by strikethrough text and additions shown by bold and underlined text):

The term of this Agreement shall begin on the date it is fully executed by the parties and shall end on ~~September 30, 2022~~ **September 30, 2025**. ~~The term may be extended for up to two (2) additional one (1) year renewal periods upon written approval of the Contract Administrator at least ninety (90) days prior to the expiration date of the current term.~~ The continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes.

3. This Amendment, together with the Agreement, represents the final and complete understanding of the Parties regarding the subject matter of the items addressed herein, and together with the Agreement, supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Amendment or the Agreement that is not contained in this written document or the Agreement.

4. This Amendment may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.
5. Each individual executing this Amendment on behalf of a party hereto hereby represents and warrants that they are, on the date they sign this Amendment, duly authorized by all necessary and appropriate action to execute this Amendment on behalf of such party and does so with full legal authority.

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Amendment to Agreement: Broward County, through its County Administrator, authorized to execute same by Board action on the 20th day of August 2019, and June 4, 2024, and the City, signing by and through its duly authorized representative.

COUNTY

BROWARD COUNTY, by and through
its County Administrator

By _____
County Administrator

____ day of _____, 2024

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

By _____
William J. Bucciero (Date)
Assistant County Attorney

By _____
Benjamin R. Salzillo (Date)
Senior Assistant County Attorney

THIRD AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN BROWARD
COUNTY AND CITY OF DEERFIELD BEACH FOR COMMUNITY SHUTTLE SERVICE

CITY

CITY OF DEERFIELD BEACH

By: _____

Name: _____

Title: _____

___ day of _____, 2024

Approved as to form:

By: _____

Name: _____

Title: _____



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2024-510

Agenda Date: 10/1/2024

Status: DEPARTMENTAL BUSINESS

In Control: City Commission

Title

Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, accepting the fiscal year 2024 Community Project Funding Grant Administered by the U.S. Department of Housing and Urban Development (HUD) for the Martin Luther King, Jr. Avenue Stormwater Project in the amount of \$1,500,000.00; approving and authorizing execution of a grant agreement with HUD and any and all other required documents for the Grant; 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

Community Project Funding (CPF) is generally defined as spending provisions in federal legislation that are requested on behalf of constituents or constituent organizations by a Member of Congress or Senator. It provides, authorizes, or recommends a specific amount of federal discretionary budget authority, credit authority, or specific funding amount to a specific entity for a specific purpose, and the purpose of the project must meet the objective of a federal program under existing law.

In March 2024, the City submitted a FY24 Community Project Funding request in the amount of \$2,000,000 to Congressman Jared Moskowitz (D-FL), in coordination with the City's lobbyist, for the Martin Luther King Jr. Avenue Stormwater Project.

The Martin Luther King Jr. Avenue/SW 3rd Avenue corridor has been identified as a widespread flood-prone area in the City's Stormwater Comprehensive Masterplan. A risk assessment identified that the corridor's existing stormwater infrastructure does not meet the current level of service standards to properly convey stormwater runoff.

The project will reduce the severity of flooding in the project corridor by upsizing existing drainage infrastructure and constructing new drainage infrastructure to include ditch bottom inlets, manholes, piping, and exfiltration, as well as increasing the storage capacity provided by the existing stormwater pond. The project will mitigate flooding in the northern and southern sections of the corridor to achieve a level of service standard to withstand a 10-year, 24-hour storm in the area.

In May 2024, the City received a Notification of Award for the FY24 Community Project Funding grant in the amount of \$1,500,000 for the Martin Luther King Jr. Avenue Stormwater Project. The grant will be administered by the U.S. Department of Housing and Urban Development (HUD).

Current Activity

On August 28, 2024, the City received the CPF grant award package from the U.S. Department of Housing and Urban Development (HUD) for the Martin Luther King Jr. Avenue Stormwater Project. The grant will fund construction costs as the design is currently underway. Design is expected to be completed in the last quarter of FY25. Construction is tentatively scheduled for the first quarter of FY26.

The estimated construction cost for the project is \$3.8 million, of which the CPF grant will fund \$1.5 million and debt/loan proceeds will fund the remaining \$2.3 million. The scope of work will include up-sizing existing drainage infrastructure and constructing new drainage infrastructure.

To accept the grant award in the amount of \$1,500,000, the City is required to enter into agreement B-24-CP-FL-0632 with HUD.

Recommendation

It is recommended that the City Commission accepts the FY24 Community Project Funding grant award in the amount of \$1,500,000 from the U.S. Department of Housing and Urban Development for the Martin Luther King Jr. Avenue Stormwater Project, and authorize execution of the required funding agreement with HUD.

RESOLUTION NO. 2024/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, ACCEPTING THE FISCAL YEAR 2024 COMMUNITY PROJECT FUNDING GRANT ADMINISTERED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) FOR THE MARTIN LUTHER KING, JR. AVENUE STORMWATER PROJECT IN THE AMOUNT OF \$1,500,000.00; APPROVING AND AUTHORIZING EXECUTION OF A GRANT AGREEMENT WITH HUD AND ANY AND ALL OTHER REQUIRED DOCUMENTS FOR THE GRANT; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, the U.S. Department of Housing and Urban Development (“HUD”) through the Office of Community Planning and Development, Office of Economic Development-Congressional Grants Division is responsible for the administration of congressionally directed spending grants under the Economic Development Initiative – Community Project Funding/Congressional Directed Spending awards; and

WHEREAS, projects selected for Community Project Funding (“CPF”) and congressional-directed spending are identified by congressional members, included in HUD’s annual appropriation and listed in the Joint Explanatory Statement and/or Congressional Record that accompanies a specific fiscal year’s appropriations act; and

WHEREAS, in March of 2024, the City, in coordination with the City’s lobbyist, submitted a Fiscal Year 2024 CPF grant request in the amount of \$2,000,000.00 to Congressman Jared Moskowitz for the Martin Luther King, Jr. Avenue Stormwater Project (the “Project”); and

WHEREAS, the Project will reduce the severity of flooding in the Project corridor by upsizing existing drainage infrastructure and constructing new drainage infrastructure to include ditch bottom inlets, manholes, piping, and exfiltration, as well as increasing storage capacity provided by the existing stormwater pond; and

WHEREAS, the Project will also mitigate flooding in the northern and southern sections of the corridor to achieve a level of service standard to withstand a 10-year, 24-hour storm in the area; and

WHEREAS, in May of 2024, the City received a Notification of Award for the FY 2024 CPF grant in the amount of \$1,500,000.00 for the Project (the “CPF Grant”); and

WHEREAS, on August 28, 2024, the City received the CPF Grant package and the CPF Grant will fund construction costs as the design of the Project is currently underway, and construction is tentatively scheduled for the first quarter of Fiscal Year 2026; and

WHEREAS, the estimated construction cost for the Project is \$3.8 million, of which the \$1.5 million CPF Grant funding will be utilized, and debt/loan proceeds will fund the remaining estimated \$2.3 million cost portion of the Project; and

WHEREAS, acceptance of the CPF Grant will require the execution of Grant Agreement No. B-24-CP-FL-0632 with HUD (the “Grant Agreement”); and

WHEREAS, City staff recommends the City Commission approve the acceptance of the CPF Grant award in the amount of \$1,500,000.00, and approve and authorize execution of the Grant Agreement with HUD and any and all other required documents to facilitate the CPF Grant.

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 acceptance of the CPF Grant Funding in the amount of \$1,500,000.00 for the Project. The City Commission hereby approves the Grant Agreement with HUD.

Section 3. The City Commission hereby authorizes the appropriate City officials to execute Grant Agreement with HUD, subject to the terms of the Grant agreement being 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, including but not limited to executing any and all documents required to facilitate the CPF Grant.

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



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, D.C. 20410-1000

OFFICE OF COMMUNITY PLANNING AND DEVELOPMENT

Tuesday, August 27, 2024

Jonathan Salas

The City of Deerfield Beach
150 NE 2nd Avenue
Deerfield Beach, FL 33441
Email: jsalas@deerfield-beach.com

Dear Community Project Funding Grantee,

In the Consolidated Appropriations Act, 2024 (Public Law 118-42) (the FY2024 Act), and the Further Consolidated Appropriations Act, 2024 (Public Law 118-47) (the Further FY2024 Act) Congress made \$3,290,054,336 in funding available for Community Project Funding (CPF). These CPF awards are administered by the Department of Housing and Urban Development (HUD). HUD received the information below about your project from Congress. A Grant Number has been added and will be the unique identifier for your project throughout the grant process.

Grant Number: B-24-CP-FL-0632
Project: City of Deerfield Beach Martin Luther King Jr. Avenue Stormwater Project
Grantee/Recipient: The City of Deerfield Beach
Amount: \$1,500,000
HUD Grant Officer: Porchia Smith / Porchia.M.Smith@hud.gov
HUD System Officer: Quiana.A.Johnson / Quiana.A.Johnson@hud.gov
HUD Regional Environmental Officer: Jose Cedeno Maldonado / Jose.A.Cedenomaldonado@hud.gov

This letter outlines initial grant award requirements and information needed from you to get started. This Grant Award Package also includes: The "FY2024 Community Project Funding Grant Guide" (FY2024 CPF Grant Guide), the template for your FY2024 Community Project Funding Grant Agreement, and the forms required to complete and submit information online to populate before we sign your FY2024 CPF Grant Agreement. A brief overview of these documents is below:

- 1) **FY2024 CPF Grant Guide:** The FY2024 CPF Grant Guide provides instructions for completing the requested information and filling out the required administrative forms to initiate your FY2024 CPF Grant Agreement. Please refer to this document as it includes important information and forms for accessing the online system (DRGR), as well as other information concerning reporting requirements.

2) FY2024 CPF Grant Agreement for this Award: The FY2024 CPF Grant Agreement specifies the applicable statutory provisions, regulations, and administrative requirements for this award. Please make sure all grantee information and award-specific information is entered completely and accurately before signing this Agreement. When you submit your grant materials on our DRGR Grant Processing Module it will create your customized FY2024 CPF Grant Agreement.

3) Standard Forms and Required Materials: The following forms will be needed:

- a. Form HUD-1044, Assistance Award/Amendment Form (Attached)
- b. Standard Form–424 Application for Federal Assistance (in the online system)
- c. SF-424-B, Assurances for Non construction Programs, and/or SF-424-D, Assurances for Construction Programs (in the online system)
- d. SF-LLL Disclosure of Lobbying Activities (as applicable in the online system):
<https://www.grants.gov/forms/forms-repository/sf-424-family>
- e. SF-1199A - Direct Deposit Sign-Up Form: <https://www.gsa.gov/system/files/SF1199A-20.pdf> The form is to be completed by the grantee and grantee's financial institution. Grantees will need to submit the completed form and upload to DRGR.

Grant Award Process Overview

Below is a step-by-step walk-through of the process and necessary documents and forms to execute your FY2024 CPF Grant Agreement. This process and the forms are also available in the FY2024 CPF Grant Guide, which can also be found on the program's webpage at:

https://www.hud.gov/program_offices/comm_planning/edi-grants/FY_2024 on HUD.gov and on this webpage <https://www.hudexchange.info/programs/cpf/> on the HUD Exchange.

1. Grantees should review the Grant Award Package documents.
2. Grantees should initiate or complete the HUD environmental review.
3. Grantees gather all required information and submit to HUD using the online system DRGR.
4. HUD provides access to DRGR system to access the Grant Processing Module to submit required information, answer questions, and upload documents. Once all required information is submitted online HUD will review the completed grant materials submitted.
5. HUD staff will review the information and documents for completeness. If there are any deficiencies the corrections and/or clarifying questions will be shared with the grantee for correcting or answering the clarifying questions. If not, HUD staff will submit the package internally for a second level review. Then, the Acting Director for the Congressional Grants Division will review the grant package. Finally, your Grant Agreement will be executed.
6. HUD will notify the grantee that their FY2024 Grant Agreement has been fully executed and will share additional materials with the grantee to complete to begin the payment processing activities to receive your funds.

Training and Tools

FY2024 CPF Onboarding Event: This event will take place in September. We will review this letter and grant award package materials along with sharing next steps and how to sign up for a cohort. The event will be recorded and shared online after the event.

FY2024 CPF Grantee Cohorts: This provides you and your staff the opportunity to register for a four-part training for how to prepare your grant materials and submit them online. Information about the registration will be shared via email and during the FY2024 CPF Onboarding Event.

FY2024 CPF Grantee Webinar Series: This provides you and your staff with information about the regulations, requirements, and processes for your grant. Information about the registration for the webinar series will be shared via email and during the FY2024 CPF Onboarding Event.

FY2024 CPF Grantee Online HUD Exchange Resources: This website page includes general information and your specific Fiscal Year information along with links to past and future technical assistance opportunities. The site is also used for you to register for our listserv and for communicating updates to you and those on the listserv.

Overview of Requirements

CPF grants are subject to several Federal requirements. HUD will provide additional information and further clarification regarding applicable requirements and the grant award process in upcoming webinars and additional technical assistance. The most essential requirements include:

- 1) **Administrative Requirements:** CPF grants are subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200).
- 2) **HUD Environmental Review Requirements:** EDI/CPF grants, like all projects funded by HUD, are subject to requirements under the National Environmental Policy Act (NEPA), HUD's NEPA-implementing regulations at 24 CFR Part 50 or 24 CFR Part 58, and appropriate federal environmental and historic preservation laws, regulations, and Executive Orders.
 - To be eligible, activities and expenses must comply with applicable Federal requirements. This includes administrative requirements under 2 CFR Part 200, environmental laws, statutes and Executive Orders, and other "cross-cutting" federal requirements adhered to by HUD.
 - If the environmental review is being conducted by a local government responsible entity under Part 58, a Request for Release of Funds and Certification must be approved by HUD, as applicable. If the environmental review is being completed by HUD under Part 50, the environmental review must be approved and certified by HUD.

- HUD defines the “Federal Nexus” for a program or project as the event that triggers the requirements for federal environmental review under a host of laws, regulations, and Executive Orders, including the prohibition on choice limiting actions.
- For FY2024 grants, the date of the Act's enactment (March 9, 2024) is the federal nexus for compliance with all environmental laws. Once a project is federalized, in keeping with the National Environmental Policy Act (NEPA) and HUD’s NEPA-implementing regulations at 24 CFR Part 50 or 24 CFR Part 58, environmental reviews must be completed, and all necessary HUD approvals must be obtained prior to taking any choice limiting actions, such as acquisition, construction, ground disturbance, and entering into contracts.
- Further explanation and guidance on choice limiting actions and the environmental review process, including historic preservation review, is included within the CPF Grant Guide and on the program’s webpage at: <https://www.hudexchange.info/programs/cpf/>.
- Some projects may already be underway at the time of federal nexus and while it is still best practice to stop all work after the federal nexus before the environmental review is complete for EDI/CPF projects that are already underway at time of federal nexus, grantees are allowed to perform activities after the federal nexus, but only for activities which are part of a pre-nexus contract that obligates them to do so. However, grantees would be doing so at their own risk, as any activity performed, or proposed to be performed, after the federal nexus must be included in the project scope of a satisfactory environmental review to be reimbursable.
- A satisfactory review must show that the project activities will not result in unmitigable environmental harm and must not preclude consultation with the appropriate environmental authorities such as the State Historic Preservation Office (SHPO). Environmental authorities may refuse to consult if physical impacts are made to a site before consultation.
- HUD conducted a nationwide environmental review for FY24 EDI/CPF soft costs to clear activities such as administrative, planning, and operations and maintenance costs (including costs to prepare an environmental review). After execution of the Grant Agreement, eligible soft costs can be incurred after March 9, 2024 (see 2 CFR 200.403). Eligible hard costs can be reimbursed if incurred after a full environmental review is completed (see 2 CFR 200.403).
- HUD Environmental Officers:
<https://www.hud.gov/sites/dfiles/CPD/documents/Community-Project-Funding-Portfolio-Assignments.pdf>.

If you, or your staff, have any questions regarding how to complete or submit the requires documents, please feel free to contact your Grant Officer or System Officer. Please note while your Grant Officer may change over time, we have a team approach to managing your project. Please include your grant number and project in all email correspondence. We look forward to working with you on this important project!

Sincerely,

Nadab Bynum

Nadab Bynum
Acting Deputy Assistant Secretary
for Economic Development

Assistance Award/Amendment		U.S. Department of Housing and Urban Development Office of Administration																			
1. Assistance Instrument ☐ Cooperative Agreement ☒ Grant		2. Type of Action ☒ Award ☐ Amendment																			
3. Instrument Number B-24-CP-FL-0632	4. Amendment Number	5. Effective Date of this Action	6. Control Number																		
7. Name and Address of Recipient The City of Deerfield Beach 150 NE 2nd Avenue Deerfield Beach, FL 33441 EIN: UEI:		8. HUD Administering Office CPD, Congressional Grants Division 451 7th Street, SW, Rm 7146 Washington, DC 20410-7000																			
10. Recipient Project Manager Jonathan Salas		9. HUD Government Technical Representative Porchia Smith Porchia.M.Smith@hud.gov																			
11. Assistance Arrangement ☐ Cost Reimbursement ☐ Cost Sharing ☒ Fixed Price	12. Payment Method ☐ Treasury Check Reimbursement ☐ Advance Check ☒ Automated Clearinghouse	13. HUD Payment Office Chief Financial Officer																			
14. Assistance Amount		15. HUD Accounting and Appropriation Data																			
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 60%;">Previous HUD Amount</td><td></td></tr> <tr><td>HUD Amount this Action</td><td style="text-align: right;">\$1,500,000.00</td></tr> <tr><td>Total HUD Amount</td><td style="text-align: right;">\$1,500,000.00</td></tr> <tr><td>Recipient Amount</td><td></td></tr> <tr><td>Total Instrument Amount</td><td style="text-align: right;">\$1,500,000.00</td></tr> </table>		Previous HUD Amount		HUD Amount this Action	\$1,500,000.00	Total HUD Amount	\$1,500,000.00	Recipient Amount		Total Instrument Amount	\$1,500,000.00	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">15a. Appropriation Number</td> <td style="width: 40%;">15b. Reservation Number EDE 24</td> </tr> <tr> <td>Amount Previously Obligated</td> <td></td> </tr> <tr> <td>Obligation by this Action</td> <td></td> </tr> <tr> <td>Total Obligation</td> <td></td> </tr> </table>		15a. Appropriation Number	15b. Reservation Number EDE 24	Amount Previously Obligated		Obligation by this Action		Total Obligation	
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Amount Previously Obligated																					
Obligation by this Action																					
Total Obligation																					

16. Description

City of Deerfield Beach Martin Luther King Jr. Avenue Stormwater Project

This Award consists of the following items which are appended to and hereby made part of this Award:

- (A) Cover Page - HUD 1044
- (B) Grant Agreement

Instructions:

NO PROJECT FUNDS may be committed to the project or drawn down prior to environmental release of funds approval.

Locate your nearest HUD Regional Environmental Officer at

<https://www.hudexchange.info/programs/environmental-review/hud-environmental-staff-contacts/-region-i-regional-and-field-environmental-officers>.

Disclaimer: The information on this form is to be used only for purposes of recordkeeping and facilitating communication between the Recipient identified in box 7 above (which is also referred to as the "Grantee") and the U.S. Department of Housing and Urban Development ("HUD") in relation to the award identified above ("this award").

This document does NOT constitute the grant agreement for this award.

The terms and conditions for this award are as specified in the grant agreement signed by HUD and the Grantee

17. ☐ Recipient is required to sign and return three (3) copies of this document to the HUD Administering Office.	18. ☒ Recipient is not required to sign this document.
19. Recipient (By Name): Jonathan Salas	20. HUD (By Name):