



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
November 19, 2024
7:00 PM**

CALL TO ORDER & ROLL CALL

MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

ACKNOWLEDGEMENT OF CITY BOARD MINUTES

Affordable Housing Advisory Committee Meeting Minutes

Attachment: August 5, 2024

Non-Uniformed Employees Retirement Fund Meeting Minutes

Attachment: August 12, 2024

APPROVAL OF THE AGENDA

November 19, 2024

ZOOM INFORMATION

Join Zoom Meeting by clicking the below link:

<https://deerfield-beach.zoom.us/j/84166877830?pwd=sHTvxXjtZkeOyVelyzwPblb8XbidXB.1>

Join Zoom Meeting via telephone by dialing:

Call-in Number: (301) 715-8592

Meeting ID: 841 6687 7830#

Participant ID: #

Passcode: 687605#

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

Attachment: Zoom Instructions

AWARDS & RECOGNITION

1. **Certificates of Appreciation presented to Environmental Services staff for their efforts on the Main Switchgear Upgrade Project.**

Sponsor: Department of Environmental Services

2. **Proclamation presented to the United States Small Business Association and Women Impacting Public Policy (WIPP) in support and recognition of Small Business Saturday®**

Sponsor: Department of Economic Development

PUBLIC HEARINGS – SECOND READING

3. **P.H. 2025-006: ORDINANCE 2024/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, ADOPTING AN AMENDMENT TO THE CITY BUDGET FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2024; APPROVING SUPPLEMENTAL APPROPRIATIONS TO THE GENERAL FUND IN THE AMOUNT OF \$342,470, THE NUISANCE ABATEMENT ASSESSMENT FUND IN THE AMOUNT OF \$8,380, AND THE PAL DONATIONS FUND IN THE AMOUNT OF \$15,000, AND A BUDGET TRANSFER FROM THE GENERAL FUND TO THE 2024 NON-AD VALOREM REVENUE BOND FUND IN THE AMOUNT OF \$332,470, AS SET FORTH IN EXHIBIT "A"; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.**

Suggested Action: Commission to vote on Ordinance

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

Sponsor: Department of Financial Services

Attachment: Budget Amendment

4. P.H. 2025-007: ORDINANCE 2024/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, REZONING APPROXIMATELY 1.36 GROSS ACRES LOCATED AT 555 SW 3RD AVENUE FROM OPEN SPACE (S) TO RESIDENTIAL MULTI-FAMILY (RM-15) (APPLICATION 24-R-201); PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

Suggested Action: Commission to vote on Ordinance

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

Sponsor: Department of Planning & Development Services

Attachment: Application 24-R-201

PUBLIC COMMENT

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

CONSENT - BOARD APPOINTMENTS

5. Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the reappointment of members to the African American Heritage Board.

Suggested Action: Commission to vote on Resolution

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

Sponsor: Commissioner Michael Hudak, Commissioner Bernie Parness, Commissioner Ben

Preston & Mayor Bill Ganz

Attachment: AAHB Reappointments

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

- 6. Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving and authorizing execution of the Municipal Elections Agreement with the Broward County Supervisor of Elections in an amount not to exceed \$125,000.00 for the March 11, 2025 Municipal Election; providing for implementation and an effective date. (Funds from Account #001-0308-513-32-99 - Other Contractual Services)**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Office of the City Clerk

Attachment: Municipal Elections Agreement

- 7. Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the settlement of all claims against the City in the litigation styled *Ciana Charite vs. City of Deerfield Beach*; authorizing execution of documents necessary to effectuate the settlement; providing for an effective date. (Funds from Account #606-0900-519-37-70 - Risk Management/General Liability Legal)**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Office of the City Attorney

Attachment: Settlement Agreement

- 8. Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, authorizing Interim City Manager Rodney Brimlow, Chief Financial Officer Oleg Gorokhovskiy, and Deputy City Manager Horace McHugh to execute checks on behalf of the City; providing for implementation and an effective date.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Office of the City Manager

Attachment: Check Signatories

9. **Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the award of Request for Proposals 24-30-VP for pre/post employment background screening and medical services; approving and authorizing execution of an agreement with First Choice Research and Investigations, LLC d/b/a First Choice Background Screening, the sole responsive and responsible firm, for a two-year term with three additional one-year renewal options in an annual amount not to exceed \$75,000.00; providing for implementation and an effective date. (Funds from Account #001-0800-513-32-21 - Recruiting)**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Human Resources

Attachment: First Choice Research and Investigations, LLC

10. **Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an Interlocal Agreement with the City of Deerfield Beach Community Redevelopment Agency regarding administration of the FIND Grant for the Sawgrass to Seagrass Center at Sullivan Park Project; authorizing execution; providing for conflicts, severability, and an effective date.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Community Redevelopment Agency & Department of Economic Development

Attachment: Sawgrass to Seagrass Center

11. **Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving and authorizing execution of a first amendment to the Contract renewal for fireworks display with Zambelli Fireworks Manufacturing Company related to the Pioneer Days Event in an amount not to exceed \$97,500.00; providing for implementation and an effective date. (Funds from Account #100-720-74000-0000-503569- Pioneer Days & Account #100-720-74000-0000-503574 - Parks and Recreation/Special Events)**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Parks & Recreation

Attachment: Zambelli Fireworks Manufacturing Company

- 12. Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving and authorizing execution of an agreement with Construction Hydraulics of Lake Worth, Inc. utilizing the City of Boynton Beach's Invitation to Bid No. 022-2516-21 to provide hydraulic cylinder and valve parts and repair services in an amount not to exceed \$80,000.00 for fiscal year 2025; providing for execution and an effective date. (Funds from Account #450-4551-534-38-06 - Material to Maintain Equipment)**

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: Construction Hydraulics of Lake Worth, Inc.

- 13. Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the award of ITBC #24-14-PEC for the installation of monument signs at two locations within the City to Kenco Sign and Awning, LLC; authorizing execution of a contract with Kenco Sign and Awning, LLC, the sole responsive and responsible bidder, in an amount not to exceed \$175,284.00; providing for appropriation of funding, and providing an effective date. (Funds from Account #186-5010-536-60-43 - ARP-Utility Admin/Eng./Other Machinery & Equipment, Account #186-9100-581-90-45 - ARP Fund/Transfer-Out Utilities Capital Fund, Account #413-5030-536-65-30 - Utilities Capital-Util. Maintenance/CIP Infrastructure, & Account #413-0000-381-18-00 - Utilities Capital Fund/Transfer-In ARP Funds)**

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: Kenco Sign and Awning, LLC

- 14. Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving and authorizing execution of the Second Amendment to the Interlocal Agreement with Broward County for Surtax Funded Municipal Transportation Project Pioneer Grove Infrastructure Improvements and Complete Streets (DEER-005 and -006) to**

include the construction documents, deliverables for Phase 2, details on the appropriated surtax funding for Phase 2, and to extend the initial term of the Agreement; providing for implementation and an effective date.

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Environmental Services

Attachment: Surtax Funded Municipal Transportation Project

COMMENTS BY ADMINISTRATION & LEGAL

CITY COMMISSION BUSINESS

- 15. Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, ratifying the appointment of Rodney Brimlow as Interim City Manager, effective November 6, 2024; approving and authorizing execution of an employment agreement with Mr. Brimlow for service as Interim City Manager; and providing for an effective date.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: City Commission

Attachment: Interim City Manager Agreement

COMMENTS BY MAYOR & CITY COMMISSION

ADJOURNMENT

FUTURE CITY COMMISSION MEETINGS

Regular City Commission Meeting - Tuesday, December 3, 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.

Affordable Housing Advisory Committee (AHAC)
Meeting Minutes
Monday, August 5, 2024
Hillsboro Community Center

Call to Order and Roll Call

Mr. Bennett called the meeting to order at 7:03 pm.

Members Present: Commissioner Ben Preston
Brian Bennett
Eric Power
Joseph Murray
Patricia O'Neil
Carolyn McNamara
Paula Cook
Michael Marion

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

A quorum was established.

Approval of Minutes

MOTION made by Carolyn McNamara and seconded by Patricia O'Neil to approve the May 6, 2024 meeting minutes. The MOTION carried unanimously.

Staff Updates

Ms. Dorsett-Black provided status updates of the Affordable Housing Programs.

- Purchase Assistance - SHIP \$116,960, CDBG \$72,909, HOME \$618,175. To date, assisted beneficiaries to purchase five (5) homes. We partnered with Habitat for Humanity to assist seven families with new homes; closings are pending.
- Home Rehabilitation - SHIP \$937,121, CDBG \$59,529, HOME \$153,697. To date, completed (2) rehab projects and eleven (11) are underway.
- FY 24/25 Funding Allocation will be available as of October 1, 2024. The allocation is as follows: SHIP \$664,109 and CDBG \$708,864. The HOME allocation is pending from Broward County.

Old business

No old business to report.

New business**FY 2024 Affordable Housing Workshop**

- Tentative date is September 21, 2024; Location: Northeast Focal Point at Braithwaite Center for Active Aging.

SHIP Annual Report

- Due on September 15, 2024
- The FY21/22 Allocation \$529,909, assisted one (1) Purchase Assistance and eleven (11) Home Rehabilitation projects.
- Expended \$486,218 - remaining balances funded administrative costs.

FY 2025 Incentives Report Discussion

- Adopted – Expedited Permitting and Process of Ongoing Review.
- Newly Adopted – Public Land Inventory, Density Flexibility, Affordable Accessory Residential Units, Flexible Lot Configurations and Support of Development Near Transportation Hubs.
- Not Included – Fee Waivers for Affordable Housing, Reservation of Infrastructure Capacity, Parking and Setback requirements and Modification of Street Requirements.

Public Hearing

Ms. Dorsett-Black presented the City of Deerfield Beach CDBG FY24/25 Annual Action Plan and discussed proposed activities.

- Community Development Block Grant is federally funded through the U.S. Department of Housing and Urban Development (HUD).
- CDBG eligible activities must meet one of the following objectives; benefit low- and moderate-income persons, aid in the prevention of slum and blight and address urgent community development needs.
- Annual Action Plan Priorities: Increase Access to Affordable Housing, Provide for Infrastructure Improvements and Increase Access to Public Services.

Ms. Dorsett-Black provided the City of Deerfield Beach CDBG Reallocation of Prior Year Funding.

Prior Year Reallocation
for FY 2024/2025

CDBG Program Years	Reallocation Amount
2018	\$16,699.12
2019	\$31,988.13
2020	\$24,025.24
2021	\$ 5,042.01
Total:	\$77,754.50

Ms. Paula Cook asked if the balance is due because people are not applying for help.

Ms. Dorsett-Black replied, no. Ms. Nicholas explained that remaining balances from activities that are completed will remain unallocated. Hence, the reallocation is necessary to utilize the funding to support other activities.

Board Updates

There were no board updates.

Public Comments

Ms. Christina DiChristopher, city resident, asked about the excluded incentive, Flexible Lot Configurations and Setback Requirements.

Mr. Power replied that they are similar but yet different. He explained that Flexible Lot Configurations are a way to develop zero lot lines such as townhomes or dwelling units. Parking Setback Requirements could be a problem due to drainage issues.

Dan Herz, city resident, thanked Debra Reese for answering his question from the last meeting. He stated that he has been attending the Northeast Focal Point at Braithwaite Center for Active Aging. He is aware of the lack of drivers for transportation and stated that \$35,000 isn't enough for drivers and encouraged the Committee to discuss it further.

Karen Shelly, city resident, asked about the Micro-Enterprise Program and expressed that she would like to know more about it.

Public comment closed.

Debra Reese, City Attorney, stated that the CDBG Reallocation of Prior Year Funding is on the floor and open for public comment.

No comments from the public.

Ms. Nicholas replied to Mr. Dan Herz comment about Senior Transportation. She stated that in prior years only \$25,000 was allocated to the CDBG Senior Transportation Program. Funding has since been increased to \$35,000. The current challenges with Transportation are low staffing levels and recruiting qualified applicants.

Ms. Nicholas replied to Ms. Karen Shelly about the Micro-Enterprise funding program. She stated that during COVID-19 they assisted local small businesses through small grants. Approximately \$150,000 in total were awarded through the program. The program closed post COVID-19.

Second Public Comment Period

Chair Bennett opened the floor for public comments.

Ms. Karen Shelly, city resident, asked the City to re-open the Micro-Enterprise Program to assist small businesses in our City.

Dan Herz, city resident, asked if anyone knows when the City Manager's last day will be.

Debra Reese, City Attorney, replied to Mr. Herz and stated that the matter will not be discussed at this meeting.

Michael Estrada shared that he knows people who have been in the City of Deerfield Beach for a long time that needs help purchasing a home and wants the City to re-open the Micro-Enterprise Program.

Public comment closed.

Mr. Joseph Murray asked if anyone has heard of Container Homes and if the board is interested in discussing it.

Debra Reese, City Attorney, replied that is a Planning and Development Department topic. Mr. Murray can submit that information to Eric Power, Planning and Development Director.

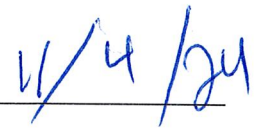
Adjournment

The meeting adjourned at 7:52 pm.

Minutes approved



Date



**City of Deerfield Beach Non-Uniformed Employees Retirement Fund
Summary of Minutes; August 12, 2024 Regular Meeting**

Roll Call:

The regular meeting of the Board of Trustees of the City of Deerfield Beach Non-Uniformed Employees' Pension Fund was called to order at 1:02 PM at Central City Campus.

Trustees Present: Lee Magnuson, Najaim Musto, Valerie Hackett and David Evoy

Others Present: Attorney Madison Levine, Consultant Scott Owens and TJ Lowe & Administrator Livia Giuliani.

Approval of Minutes:

May 13, 2024

Trustee Evoy moved to approve the meeting minutes and Chairman Magnuson seconded the motion and it passed.

Public Comments:

There were no public comments at this meeting.

Investment Report: Q/E 6/30/2024

Graystone Consulting

Mr. Owens reported on the economy noting that the Dow Jones average declined 1.3%, the Russell midcap fell 3.3%, S&P 500 rose to 4.3% for the quarter and the Russell Small cap fell 3.3%. The job market remains strong with a 4.1% unemployment rate. Outside equities were mixed as Emerging markets rose 5%, while the MSCI Europe gained 1% and MSCI Japan fell 4.3%. 5 sectors in the S&P posted positive returns; information technology 13.8%, communications services 9.4%, utilities 4.7%, consumer staples 1.4% and consumer discretionary 0.6%. Health care, real estate, financials, energy, industrials and materials saw negative returns. The Fed continued on its rate pause through the end of the 2nd quarter. The 10-year treasury returned 4.40%, up from 4.20% from the 1st quarter. The Bloomberg Barclays Aggregate Index rose 0.1% for the quarter.

Mr. Lowe reported on the performance noting that for the quarter the fund returned -0.09% vs. the policy index of -0.21%. The Wedge equity returned -0.28% vs. -0.41%. The Sawgrass Growth fund returned 3.70% vs. the Russell 1000 Growth of 3.57%. London Company returned -5.76% vs. -5.94%. Lazard and Renaissance returned 0.65% and -2.32% respectively vs. the MSCI AC World index of 0.96%. Segal Bryant returned 1.21% vs. the BC Gov Cr of 0.95%. Wedge fixed income returned 0.21% vs. the policy of 0.12%. Blackstone returned 1.39% vs. the Barclays' Aggregate of 0.06%. AEW real estate returned -0.05% vs. the NCREIF property index of -0.67%.

Finally, Mr. Owens reported that he will bring a manager search to the next meeting in November. That concluded the Consultant's report.

UNFINISHED BUSINESS:

There was no unfinished business.

NEW BUSINESS:

There was no new business.

Consent Agenda: For Approval: Warrant #357

Livia Giuliani (Lunch plus tip for Pension Board meeting 8/12/2024)	\$137.12
Sugarman, Susskind, ETAL (Legal Fees; Invoice #189484 dated 8/12/2024)	\$3,000.00
Total	\$3,137.12

Warrants #354-356

Benefits USA, Inc. (Flat Monthly Fee for June 2024)	\$1,700.00
Benefits USA, Inc. (Bookkeeping Fee for June 2024)	\$ 275.00
Sugarman & Susskind, ETAL (Legal Fees-Invoice #188568 dated 6/10/2024)	\$3,000.00
Total	\$4,975.00

Benefits USA, Inc. (Flat Monthly Fee for July 2024)	\$1,700.00
Benefits USA, Inc. (Bookkeeping Fee for July 2024)	\$ 275.00
Lazard Asset Mgmt. (Q2-24 Mgmt Fee; Invoice #1810669 dated 7/8/2024)	\$2,738.13
Segall Bryant & Hamill (Q1 Mgmt fee; Invoice #220958 dated 4/19/2024)	\$3,547.36
Sugarman & Susskind, ETAL (Legal Fees-Invoice #189431 dated 7/12/2024)	\$3,000.00
Wedge Cap Mgmt. (Q2-2024 Mgmt. Fee-LCV a/c #W00639 dated 7/10/2024)	\$12,766.28
Wedge Cap Mgmt. (Q2-2024 Mgmt. Fee-FI a/c #W01170 dated 7/10/2024)	\$6,952.24

Total	\$30,979.01
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Benefits USA, Inc. (Flat Monthly Fee for August 2024)	\$1,700.00
Benefits USA, Inc. (Bookkeeping Fee for August 2024)	\$ 275.00
Graystone Consulting (Q2-2024 Consulting Fee-Inv #10128324200 dtd 7/18/2024)	\$11,875.00
GRS (Services Rendered; Invoice #488025 dated 7/3/2024)	\$2,550.00
Renaissance (Q2-2024 Mgmt. Fee-Account #IE0505 dated 7/5/2024)	\$4,326.92

Total	\$20,726.92
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Trustee Magnuson moved to approve the Consent Agenda and Chairman Musto seconded the motion and it passed.

Attorney's Report:

Attorney Levine stated that she did not have a report regarding any legislation.

Administrator's Report:

The Administrator reported that the Chairman previously signed the audit engagement letter and his signature needs to be ratified. Trustee Hackett moved to approve the Chairman's signature and Trustee Evoy seconded the motion and it passed.

The Administrator reported that FPPTA is holding their annual conference on September 22-25, 2024 at the Hilton Bonnet Creek, in Orlando. Trustee Evoy stated that he would be attending.

Next Meeting Date: November 4, 2024

The Administrator reported that because Veteran's Day is the second Monday in November, the meeting date had to be changed to November 4, 2024 at 1:00 PM.

Adjourn: Trustee Musto moved to adjourn and Chairman Magnuson seconded the motion and it passed. The meeting was duly adjourned at 2:04 pm.

Valene Hackett
Secretary

11/4/2024
Date



Regular City Commission Meeting - November 19, 2024

DEERFIELD BEACH - YOU ARE HEREBY NOTIFIED that the **Regular City Commission** meeting will be held on **Tuesday, November 19, 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 November 19, 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 November 19, 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 November 19, 2024.
 - i. Use the following link below to access the meeting via Zoom:
<https://deerfield-beach.zoom.us/j/84166877830?pwd=sHTvxXjtZkeOyVelyzwPblb8XbidXB.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: 841 6687 7830#, Participant ID: #, Passcode: 687605#

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 November 19, 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. 2024-602

Agenda Date: 11/19/2024

Status: PUBLIC HEARINGS –
SECOND READING

In Control: City Commission

Title

P.H. 2025-006: ORDINANCE 2024/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, ADOPTING AN AMENDMENT TO THE CITY BUDGET FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2024; APPROVING SUPPLEMENTAL APPROPRIATIONS TO THE GENERAL FUND IN THE AMOUNT OF \$342,470, THE NUISANCE ABATEMENT ASSESSMENT FUND IN THE AMOUNT OF \$8,380, AND THE PAL DONATIONS FUND IN THE AMOUNT OF \$15,000, AND A BUDGET TRANSFER FROM THE GENERAL FUND TO THE 2024 NON-AD VALOREM REVENUE BOND FUND IN THE AMOUNT OF \$332,470, AS SET FORTH IN EXHIBIT "A"; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

Recommended Action

Commission to vote on Ordinance

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

In accordance with Florida Statute Section 166.241(8)(c), the governing body of each municipality at any time within a fiscal year or within 60 days thereafter, may amend the budget for a purpose not specifically authorized in Section 166.241(8)(a) or (8)(b), by adopting the budget amendment in the same manner as the original budget. This proposed amendment to the FY 2024 budget meets this requirement.

Article 5 of the City Charter provides that if there are revenues in excess of those estimated in the budget, the Commission by ordinance may make supplemental appropriations for the year up to the amount of such excess revenues.

Current Activity

As outlined in Exhibit A, supplemental budget appropriations and budget transfers are requested primarily for revenue recognition, interfund transfers between operating funds and capital project funds, and carryforward adjustments for construction projects:

General Fund

- General Fund revenue recognition in the amount of \$10,000 from JM Family partnership support towards public awareness for litter-free beach cleanup programs and volunteer giveaways.
- General Fund revenue recognition in the amount of \$332,470 for investment interest earned from debt proceeds.
- The Sustainable Management Department budget increased by \$10,000 for public awareness for litter-free beach cleanup programs and volunteer giveaways.
- Interfund transfer from the General Fund to the 2024 Non-Ad Valorem Revenue Bond debt

service fund in the amount of \$332,470.

Nuisance Abatement Assessment Fund

- Use of Fund Balance of \$8,380 for additional appropriation needed for nuisance abatement expenditures.
- Nuisance Abatement expenditure budget increased by \$8,380 for related costs.
-

2024 Non-Ad Valorem Revenue Bond Fund

- Interfund transfer from the General Fund to the 2024 Non-Ad Valorem Revenue Bond debt service fund in the amount of \$332,470.
- Debt Service expenditure budget increased by \$332,470 for debt service interest and costs related to the issuance of the 2024 Non-Ad Valorem Revenue Bond.

PAL Donation Fund

- Deerfield Beach PAL Donation revenue recognition in the amount of \$15,000.
- PAL Donation expenditure budget increased by \$15,000 for PAL program reimbursements.

Recommendation:

Staff recommends approval of the Ordinance.

ORDINANCE NO. 2024/

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, ADOPTING AN AMENDMENT TO THE CITY BUDGET FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2024; APPROVING SUPPLEMENTAL APPROPRIATIONS TO THE GENERAL FUND IN THE AMOUNT OF \$342,470, THE NUISANCE ABATEMENT ASSESSMENT FUND IN THE AMOUNT OF \$8,380, AND THE PAL DONATIONS FUND IN THE AMOUNT OF \$15,000, AND A BUDGET TRANSFER FROM THE GENERAL FUND TO THE 2024 NON-AD VALOREM REVENUE BOND FUND IN THE AMOUNT OF \$332,470, AS SET FORTH IN EXHIBIT "A"; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, pursuant to Section 166.241(8), Florida Statutes, "the governing body of each municipality at any time within the fiscal year or within 60 days following the end of the fiscal year may amend a budget for that year"; and

WHEREAS, the City Manager has certified that there are revenues or unappropriated fund balance available for appropriation in excess of those originally estimated in the budget for the fiscal year ending September 30, 2024; and

WHEREAS, pursuant to Section 5.05(1) of the City Charter, the City Commission may, by Ordinance, make supplemental appropriations for the fiscal year, up to the amount of such excess revenues and unappropriated fund balance; and

WHEREAS, pursuant to Section 5.05(3) of the City Charter, upon written request approved by the City Commission, the City Manager may transfer part or all of any unencumbered appropriation balance from one department, office or agency to another; and

WHEREAS, the proposed budget amendment, attached and incorporated herein as Exhibit "A", authorizes Fiscal Year 2024 budget transfers and appropriations as follows: (i) a supplemental revenue and appropriation to the General Fund in the amount of \$342,470, (ii) a supplemental appropriation to the Nuisance Abatement Assessment Fund in the amount of \$8,380, (iii) a budget transfer from the General Fund to the 2024 Non-Ad Valorem Revenue Bond Fund and appropriation in the amount of \$332,470, and (iv) a supplemental revenue and appropriation to the PAL Donations Fund in the amount of \$15,000 (collectively, the "Amendments"); and

WHEREAS, City staff recommends approving the Amendments to the City's budget for the fiscal year ending September 30, 2024, as set forth in the attached Exhibit "A", (the "Budget Amendment").

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

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

Section 2. That the Budget Amendment, as set forth in the attached Exhibit “A”, is hereby approved.

Section 3. That the appropriate City officials are authorized to do all things necessary and expedient to carry out the aims of this Ordinance.

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

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

Section 6. This Ordinance shall take effect immediately upon its passage and adoption on Second Reading.

PASSED 1ST READING ON THIS ____ DAY OF _____, 2024.

PASSED 2ND READING ON THIS ____ DAY OF _____, 2024.

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

"EXHIBIT A"
CITY OF DEERFIELD BEACH, FLORIDA
BUDGET AMENDMENT
FISCAL YEAR ENDING SEPTEMBER 30, 2024

GENERAL FUND	AMENDED	BUDGET	FINAL
REVENUES:	BUDGET	AMENDMENT	BUDGET
Property Taxes	60,318,310	-	60,318,310
Sales and Use Taxes	410,164	-	410,164
Communication Service Taxes	2,400,000	-	2,400,000
Public Service Taxes	9,305,000	-	9,305,000
Licenses and Permits	770,000	-	770,000
Franchise Fees	6,170,000	-	6,170,000
Local Option Gas Tax	6,700,000	-	6,700,000
Fire Assessment Fees	17,462,511	-	17,462,511
Intergovernmental	2,894,000	-	2,894,000
Charges for Services	10,537,338	-	10,537,338
Fines and Forfeits	1,477,500	-	1,477,500
Grants and Contributions	1,055,380	-	1,055,380
Administration Fees	8,079,662	-	8,079,662
Other Financing Sources	5,082,418	342,470	5,424,888
TOTAL SOURCES	132,662,283	342,470	133,004,753
Transfers In	9,673,289	-	9,673,289
Fund Balances/Reserves	17,139,049	-	17,139,049
TOTAL REVENUES, TRANSFERS & BALANCES	159,474,621	342,470	159,817,091
EXPENDITURES:			
City Commission	564,241	-	564,241
City Manager	892,629	-	892,629
City Clerk	623,103	-	623,103
City Attorney	585,500	-	585,500
Financial Services	3,958,325	-	3,958,325
Human Resources	12,571,025	-	12,571,025
Planning & Development Services	1,793,460	-	1,793,460
Information Technology Services	3,568,944	-	3,568,944
Economic Development	747,122	-	747,122
Community Services	5,058,563	-	5,058,563
Public Affairs & Marketing	692,314	-	692,314
Office of Public Safety	80,207,540	-	80,207,540
Sustainable Management	1,826,832	10,000	1,836,832
Environmental Services	5,277,770	-	5,277,770
Parks & Recreation	18,417,494	-	18,417,494
Debt Service	6,460,257	-	6,460,257
Additional Considerations	(679,440)	-	(679,440)
TOTAL EXPENDITURES	142,565,679	10,000	142,575,679
Transfers Out	16,908,942	332,470	17,241,412
TOTAL APPROPRIATED EXPENDITURES			
TRANSFERS, RESERVES & BALANCES	159,474,621	342,470	159,817,091

NUISANCE ABATEMENT ASSESSMENT FUND	AMENDED	BUDGET	FINAL
REVENUES:	BUDGET	AMENDMENT	BUDGET
Nuisance Abatement Assessment	20,000	-	20,000
TOTAL SOURCES	20,000	-	20,000
Fund Balances/Reserves	-	8,380	8,380
TOTAL REVENUES, TRANSFERS & BALANCES	20,000	8,380	28,380
EXPENDITURES:			
Nuisance Abatement	20,000	8,380	28,380
TOTAL APPROPRIATED EXPENDITURES			
TRANSFERS, RESERVES & BALANCES	20,000	8,380	28,380
2024 NON-AD VALOREM REVENUE BOND FUND	AMENDED	BUDGET	FINAL
REVENUES:	BUDGET	AMENDMENT	BUDGET
Transfers In	-	332,470	332,470
TOTAL REVENUES, TRANSFERS & BALANCES	-	332,470	332,470
EXPENDITURES:			
Debt Service	-	332,470	332,470
TOTAL APPROPRIATED EXPENDITURES			
TRANSFERS, RESERVES & BALANCES	-	332,470	332,470
PAL DONATIONS FUND	AMENDED	BUDGET	FINAL
REVENUES:	BUDGET	AMENDMENT	BUDGET
Deerfield Beach PAL Donations	2,500	15,000	17,500
	-		-
TOTAL SOURCES	2,500	15,000	17,500
EXPENDITURES:			
PAL Reimbursements	2,500	15,000	17,500
TOTAL APPROPRIATED EXPENDITURES			
TRANSFERS, RESERVES & BALANCES	2,500	15,000	17,500



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2024-600

Agenda Date: 11/19/2024

Status: PUBLIC HEARINGS –
SECOND READING

In Control: City Commission

Title

P.H. 2025-007: ORDINANCE 2024/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, REZONING APPROXIMATELY 1.36 GROSS ACRES LOCATED AT 555 SW 3RD AVENUE FROM OPEN SPACE (S) TO RESIDENTIAL MULTI-FAMILY (RM-15) (APPLICATION 24-R-201); PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

Recommended Action

Commission to vote on Ordinance

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The City of Deerfield Beach is the owner of this property and has identified this approximately 1.36-acre parcel as an area of opportunity for affordable housing development. The property is adjacent to, but not part of the Tivoli Sand Pine Preserve. This property was dedicated to the City in 1974 and has been maintained as open space since that time. In order for the City to be able to make this property available under the property disposition process, both the future land use and zoning maps must be amended. The land use map designated the site as Conservation, with the zoning as Open Space.

The City first had to amend the Land Use (LUPA #66A), via application to Broward County. This required City Commission approval to allow staff to process a Land Use Amendment Application to Broward County. The Planning & Zoning Board recommended approval of the submission of the application on December 6, 2022, which was then approved by the City Commission on January 10, 2023 (Resolution No. 2023/012). The application was deemed complete by the Broward County Planning Council after review by several Broward County agencies, including traffic, surface water management, historical resources, and the School Board. The City Commission was then required to pass an affirmative motion on the proposed amendment at a public hearing, in order to be heard by the Broward County Commission. The land use amendment (LUPA #66A) was heard by the Planning & Zoning Board on May 2, 2024, and heard and approved by the City Commission at First Reading on May 21, 2024. The Broward County Commission approved the land use amendment on September 5, 2024 (Ordinance No. 2024-24). Final adoption of LUPA #66A by the City Commission occurred at the October 15, 2024 Commission Meeting.

Upon the completion of the Land Use and Zoning amendments, the City will be able to offer this property as a developable property for affordable housing. The developer of the property, upon development permitting, will be required to provide evidence to Broward County for platting concurrency and pay regional park impact fees.

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

On October 17, 2024, the Planning and Zoning Board unanimously recommended approval of the item.

ORDINANCE NO. 2024/

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, REZONING APPROXIMATELY 1.36 GROSS ACRES LOCATED AT 555 SW 3RD AVENUE FROM OPEN SPACE (S) TO RESIDENTIAL MULTI-FAMILY (RM-15) (APPLICATION 24-R-201); PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

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

WHEREAS, the City of Deerfield Beach (the “City”) has applied for a rezoning of approximately 1.36 gross acres of land legally described as 1-48-42 N 177.70 OF S3/4 OF E1/2 OF E1/2 OF W1/2 OF SE1/4 K/A OPEN SPACE, as more particularly described in the file, and located at 555 SW 3rd Avenue, Deerfield Beach, Florida, (collectively, the “Property”) from Open Space (S) to Residential Multi-Family (RM-15) (the “Rezoning”); and

WHEREAS, on October 15, 2024, the City Commission approved a land use change on the Property from City Conservation to Residential Medium (16) (16 Dwelling Units/Acre); and

WHEREAS, the Deerfield Beach Planning and Zoning Board reviewed the Rezoning application on October 17, 2024, as required by Florida Statutes, and unanimously recommended approval; and

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

WHEREAS, the City Commission has determined that the proposed Rezoning is consistent with the City of Deerfield Beach Comprehensive Plan designation of Residential Medium (16) (16 Dwelling Units/Acre) for the Property; and

WHEREAS, the City Commission of the City of Deerfield Beach finds it in the best interest of the City to Rezone the Property to Residential Multi-Family (RM-15).

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

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

Section 2. The Rezoning of the Property from Open Space (S) to Residential Multi-Family (RM-15) is hereby approved.

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

Section 4. Should any section or provision of this ordinance or any portion thereof, any paragraph, sentence or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder of this Ordinance.

Section 5. This Ordinance shall be in full force and effect immediately upon its passage and adoption on second reading.

PASSED 1ST READING ON THIS ____ DAY OF _____, 2024

PASSED 2ND READING ON THIS ____ DAY OF _____, 2024

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

500ft Public Notification Boundary



G:\Data\DeerfieldBeach\Planning\2024\NotificationMaps2024\NotificationMaps2024.aprx

Public Hearing Notice Map

Rezoning Application 24-R-201

555 SW 3 Ave



0 200 Feet

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





PUBLIC NOTICE

APPLICATION 24-R-201

September 20, 2024

Dear Property Owner:

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

The City of Deerfield Beach

Seeking Rezoning application approval to amend the City of Deerfield Beach Zoning Map on one parcel totaling 1.36 gross acres from S, Open Space to RM-15, Residence Multifamily. The property is generally described as a 1-48-42 N 177.70 OF S3/4 OF E1/2 OF E1/2 OF W1/2 OF SE1/4, and located at **555 SW 3rd Avenue.**

A public hearing will be held on **THURSDAY, October 10, 2024, at 7:00 P.M.** in the **City Hall Commission Chambers, located at 150 NE 2nd Avenue, Deerfield Beach, FL 33441.** All interested parties may appear in person to offer evidence in support of or against the proposal. Further information may be obtained at www.deerfield-beach.com/boardagendas or you may contact the Planning Office during business hours in City Hall, 150 N.E. 2nd Avenue, Deerfield Beach, FL 33441, phone: (954) 480-4206.

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

Eric M. Power
Director of Planning & Development Services



DEVELOPMENT PLAN APPLICATION

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

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

PROJECT INFORMATION:

TYPE OF REQUEST (check all that apply)

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

Project Name: 555 SW 3rd Avenue Rezoning

Property Owner: City of Deerfield Beach

Applicant (if different from Owner): _____

Agent (if different from Owner/Applicant): _____

Address of Property: 555 SW 3rd Avenue, Deerfield Beach, FL 33065

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

1-48-42 N 177.70 OF S3/4 OF E1/2 OF E1/2 OF W1/2 OF SE1/4 K/A OPEN SPACE

Description of Project: Rezone subject parcel from S, Open Space to RM-15, Residence Multi-family

New Development (Y/N):	<u>Yes</u>	Modification to Existing Development (Y/N):	<u>No</u>
Zoning District:	<u>S</u>	Future Land Use Category:	<u>RM 16 du/ac</u>
Existing Use:	<u>Vacant</u>	Proposed Use:	<u>Housing</u>
Lot Area (acres):	<u>1.36</u>	Number of Dwelling Units (proposed):	<u>Unknown</u>
Sq. Ft. of Structure (existing):	<u>N/A</u>	Sq. Ft. of Structure (proposed):	<u>Unknown</u>

Agent Signature: _____

Owner Signature: _____

Name Printed: _____

Name Printed: _____

Address: _____

Address: _____

Telephone: _____

Telephone: _____

Email: _____

Email: _____

INTERNAL USE ONLY:

SUBMITTAL DATE: 9/12/24

REQUEST SUBMITTED	APPLICATION NO:	FEES Required Provided		REQUEST SUBMITTED	APPLICATION NO:	FEES Required Provided	
Site Plan - Residential		\$2000 + \$10/unit + \$100 (Fire)		Site Plan Modification - Major		\$2000 + \$100 (Fire)	
Site Plan - Nonresidential		\$2000 + \$20 / 1000 GFA + \$100 (Fire)		Site Plan Modification - Minor		\$500 + \$100 (Fire)	
Community Appearance Board (CAB)		\$50		Plat or Note Amendment		\$1000 + \$50/acre (Nonres) \$1000 + \$40/acre + \$10/unit (Res) \$550 (Note)	
Variance (Site Plan)		\$1000		Conditional Use		\$1000 / \$300	
Variance (ZASM)		\$300					
Sign Variance		\$550					
Technical Deviation		\$500		ROW Vacation / Abandonment		\$1,350	
Rezoning		\$2000		Easement Vacation / Abandonment		\$1,350	

Total Fees Paid: _____

Cost Recovery

Account No.	Project No.	Project Name	Service	Deposit Amount	Date Received	Check No.	Receipt No.



For Office Use Only
Application No.: _____
Submittal Date: _____

ATTACHMENT E APPLICATION FOR REZONING

Pursuant to Code Section 98-12.

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

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

REQUIRED SUBMITTALS

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

- ☐ **Complete Application** (*Including Development Plan Application Form*)
- ☐ **Application Processing Fee** (*See fee schedule*)
- ☐ **Proof of Ownership** from the property owner. If the owner cannot be verified through the Broward County Tax Roll, a copy of either the recorded warranty deed, valid purchase contract, or a signed and notarized letter from the owner of record must be submitted with this application.
- ☐ **Disclosure Affidavit** for all owners, representatives, and applicants for the project that will be speaking on behalf of the application.
- ☐ **Agent Authorization Letter** if applicable, authorizing the applicant/agent to act on all property owners' behalf.
- ☐ **(2) 24"x 36" and (1) 11"x 17" Copies of Current & Up-to-Date Boundary Survey** meeting the requirements of Code Section 98-13(8)(b).
- ☐ **One (1) Digital CD** of required submittals listed above must be provided.

If deemed necessary to complete a full review of the application, the Planning and Development Services Department reserves the right to request additional information.

Public Notice and Advertising Requirements

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

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

A. PROPOSED REZONING

Current Zoning District(s): _____ Proposed Zoning District(s): _____

Site Area (Gross Acres): _____

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

[illegible]

B. DEMONSTRATION OF COMPLIANCE WITH REZONING CRITERIA

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

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

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

[illegible]

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

[illegible]

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

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

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

[illegible]

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

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There are no margins, text, or other markings on the paper.



Development Review Committee

Summary Report

Development Plan Application Review

General Information

Application No.	24-R-201
Project Name:	555 SW 3 Ave. Rezoning
Applicant:	City of Deerfield Beach
Agent:	Eric M. Power, Director of Planning and Development Services
Requested Action/Description:	Rezoning application seeking approval to rezone the subject parcel from S (Open Space) to RM-15 (Residence Multi-family).
Location:	555 SW 3 Ave.
Legal Description:	Generally described as 1-48-42 N 177.70 OF S3/4 OF E1/2 OF E1/2 OF W1/2 OF SE1/4 K/A OPEN SPACE
Size:	1.36 acres
Existing Zoning:	S (Open Space)
Existing Land Use:	Conservation
Future Land Use Plan Designation:	Residential, Medium (per LUPA #66A)
Surrounding Land Use and Zoning:	

Existing Land Use

North: Vacant
East: Four-Unit Multi-Family Residences/
Deerfield Park Elementary School
South: Tivoli Nature Preserve
West: 1-3 story Multi-Family
Residences/Natura Office and
Maintenance facility

Zoning

RM-15 Residence, Multi-family
RS-7 Single-Family & CF Community
Facilities
PUD Planned Unit Development
PUD Planned Unit Development

Applicable Regulations:	Deerfield Beach Land Development Code
Plat Restrictions:	N/A

Department Comments & Requirements

REQUEST: The applicant, the City of Deerfield Beach, is requesting approval to rezone the subject parcel from S (Open Space) to RM-15 (Residence. Multi- Family) to allow for the construction of affordable housing on the site.

BACKGROUND:

The City of Deerfield Beach is the owner of this property and has identified this approximately 1.36-acre parcel as an area of opportunity for affordable housing development. The property is adjacent to, but not part of the Tivoli Sand Pine Preserve. This property was dedicated to the City in 1974 and has been maintained as open space since that time. In order for the City to be able to make this property available under the property disposition process, both the future land use and zoning maps must be amended. The land use map designated the site as Conservation, with the zoning as Open Space.

The City first had to amend the Land Use (LUPA #66A), via application to Broward County. This required City Commission approval to allow for staff to process a Land Use Amendment Application to Broward County. The Planning & Zoning Board recommended approval of the application submittal on December 6, 2022, which was then approved by the City Commission on January 10, 2023 (Reso. 2023/012). The application was deemed complete by the Broward County Planning Council after review by several Broward County agencies, including traffic, surface water management, historical resources, and the school board. The City Commission was then required to pass an affirmative motion on the proposed amendment, at a public hearing, in order to be heard by the Broward County Commission. The land use amendment (LUPA #66A) was heard by the Planning & Zoning Board on May 2, 2024 and heard and approved by the City Commission on May 21, 2024. The Broward County Commission approved the land use amendment on September 5, 2024 (Ord. 2024-24). The application now requires final adoption of the LUPA #66A by the City Commission, which is a companion case to this rezoning application.

Upon the completion of the Land Use and Zoning amendments, the City will be able to offer this property as a developable property for affordable housing. The developer of the property, upon development permitting, will be required to provide evidence to Broward County for platting concurrency and pay regional park impact fees.

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

COMMENTS:

The Development Review Committee was notified of the LUPA and Rezoning, and no comments were received for this application.

Planning & Zoning

PLANNING CONSIDERATIONS:

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

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

The proposed zoning change for this site, is RM-15, Residence, Multi-family which is considered a medium residential density for Deerfield Beach. This zoning designation is consistent with the surrounding zoning and actual land uses that exist. The property to the north is zoned RM-15, and is expected to be developed at that density level. The properties to the east, although zoned RS-7 Single- Family, are actually four flats, that were developed prior to the current zoning classification. The properties to the west and south are zoned Planned Unit Development (PUD). The largest parcel to the west of the site, is developed with the office and maintenance facility for the Natura PUD which is a senior community of one-story single and multi-family units. The property south and southwest of the site are part of the Tivoli Park PUD which includes one to three-story apartments, and the Tivoli Sand Pine Nature Preserve. These developments are consistent with the proposed zoning designation. Therefore, the zoning change will not result in spot zoning.

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

The first goal in the City of Deerfield Beach Comprehensive Plan is to ensure that development and redevelopment occurring within the City achieves and maintains a functional mix of residential, commercial, industrial and recreational land uses. The Comprehensive Plan has an entire element devoted specifically to housing. The proposed rezoning is consistent with, and effectuates the goals, objectives and policies of the Housing Element of the Comprehensive Plan which include:

- 1) GOAL HS 1.0: Provide sufficient quantity of safe and adequate housing which is affordable to all income groups in Deerfield Beach.
- 2) Objective HS 1.1: The City shall provide for adequate and affordable housing for the existing population, anticipated population growth, and households with special housing needs.
- 3) Policy HS 1.1.4: The City shall continue to provide for a variety of dwelling unit densities and housing types in the permitted uses section of the Future Land Use Element and the land development regulations so as to allow for the development of housing affordable for all income levels over the planning timeframe.

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

The subject property was dedicated to the City in 1974 and designated as Open Space. In 1984, Tivoli Sand Pines Preserve, which is directly south of the subject property was dedicated as Open Space as part of the Tivoli Park PUD. Since that time, the subject City-owned property was left vacant and undeveloped. Currently, the demand for affordable housing in Deerfield Beach has grown significantly, due to a myriad of factors, including the community being primarily built-out, the significant migration of population to Deerfield Beach and South Florida, in general, and the overall increase in housing values relative to household income, over time. Therefore, there is a greater need for the subject property to be developed for affordable housing at this location, than open space.

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

The proposed rezoning will not adversely affect residential living in the neighboring area, but in fact will be consistent with the surrounding residential neighborhoods. The 500-foot radius include the already residential, single and multi-family communities west and east of the site. Although vacant, the property immediately north of the subject site, is already zoned RM-15 and will likely be developed with multi-family units, in the future. The other uses within 500 feet of the site include a residential maintenance facility, two houses of worship, a nature preserve, a cemetery and an elementary school, which will not be adversely impacted by the rezoning, as those uses are already surrounded by low and medium multi-family residential uses.

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

As indicated above, the proposed change is compatible and consistent with the development, zoning and uses within 500 feet. The property to the north, although vacant, is zoned RM-15, the same zoning classification that is being proposed for the subject site. The properties to the west and southwest are zoned PUD and consist of two, already developed PUD's, that include low and medium multi-family residential uses. Although the zoning classification, east of the site is RS-7 Single-Family, the residences that are located within 500 feet of the subject site include non-conforming multi-family residences as well as single-family residences. The other uses within 500 feet of the subject site include a cemetery, a nature preserve, two houses of worship, and a school. Those uses are within the PUD, CF (Community Facilities) and S (Open Space) zoning districts which are compatible with the proposed RM-15 Multi-family Residence, zoning classification.

SUMMARY:

Staff's review of application 24-R-201 has found that the proposed rezoning is consistent with the goals, objectives and policies of the Future Land Use Element of the Deerfield Beach Comprehensive Plan, and the proposed property is consistent with the RM-15 Residence, Multi-family zoning district, per the Land Development Code.

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

P:\Cities_Villages_Towns\Deerfield_Beach\08-23-017-555-SW-3RD\PLANS\08-23-017-V-01-LEGEND.dwg, 5/22/2025 11:44:18 AM, T\Martin, I-2

GENERAL ABBREVIATIONS	
ABRV	DESCRIPTION
A/C	AIR CONDITION PAD
BCR	BROWARD COUNTY RECORDS
BOTT	BOTTOM
(C)	CALCULATED
CIP	CAST IRON PIPE
CL	CENTER LINE
CONC	CONCRETE
(D)	DEED/DESCRIPTION
DIP	DUCTILE IRON PIPE
ELEV	ELEVATION
EP	EDGE OF PAVEMENT
EXIST	EXISTING
FF	FINISHED FLOOR
FND	FOUND
FPL	FLORIDA POWER & LIGHT
GE	GRATE ELEVATION
HDPE	HIGH DENSITY POLYETHYLENE
IE	INVERT ELEVATION
IR	IRON ROD
IRC	IRON ROD AND CAP
IP	IRON PIPE
L	ARC LENGTH
LB	LICENSED BUSINESS
LF	LINEAR FEET
(M)	MEASURED
MND	MAGNETIC NAIL AND DISC
NTS	NOT TO SCALE
ORB	OFFICIAL RECORDS BOOK
(P)	PLAT
PB	PLAT BOOK
PC	POINT OF CURVATURE
PG	PAGE
PI	POINT OF INTERSECTION
PT	POINT OF TANGENCY
PVC	POLYVINYL CHLORIDE
R	RADIUS
RCP	REINFORCED CONCRETE PIPE
RE	RIM ELEVATION
R/W	RIGHT OF WAY
TOB	TOP OF BANK
TOE	TOE OF SLOPE
TOP	TOP OF PIPE
TYP	TYPICAL
Δ	DELTA
34-03-69 SECTION-TOWNSHIP-RANGE	

GENERAL SYMBOL LEGEND					
SYM.		DESCRIPTION			
CONTROL		AERIAL TARGET	TELE/ TV		TELEPHONE JUNCTION BOX
		BENCH MARK			TELEPHONE RISER
		IRON PIPE			TELEPHONE MANHOLE
		IRON ROD			FIBER OPTIC CABLE MARKER
		NAIL & DISC			CATV RISER
		IRON ROD AND CAP			TELEPHONE MARKER
ELECTRICAL		ELECTRIC MANHOLE	WATER		BACKFLOW PREVENTOR
		ELECTRICAL OUTLET			FIRE HYDRANT
		GROUND LIGHT			SIAMESE CONNECTION
		ELECTRIC JUNCTION BOX			WATER METER
		ELECTRIC METER			WATER VALVE
		TRAFFIC CONTROL BOX			WATER SPIGOT
POLES		ELECTRICAL RISER	TREES		IRRIGATION CONTROL VALVE
		TRANSFORMER			IRRIGATION METER
		CROSSWALK POST			GENERIC TREE (TRG)
		GUY WIRE			OAK TREE (TRO)
		LIGHT POLE			PINE TREE (TRP)
		CONCRETE UTILITY POLE			PALM TREE (TRPL)
SAN SWR		WOOD UTILITY POLE	MISCELLANEOUS		BORING HOLE
		CLEAN OUT			METER (UNKNOWN)
		SANITARY MANHOLE			BOLLARD
		STUB OUT			COLUMN
		STAND PIPE			MAIL BOX
		SEWER VALVE			FLAG POLE
STORM		CATCH BASIN	HATCHES		MANHOLE (UNKNOWN)
		STORM DRAIN MANHOLE			SATELLITE DISH
		YARD DRAIN			SIGN
		CURB INLET			PARKING METER
		CURB INLET W/ MANHOLE			POST
		CURB INLET W/ GRATE			HAND HOLE
GAS / FUEL		CI W/ MANHOLE & GRATE			GATE POST
		GAS METER			TRASH CAN
		GAS MANHOLE			BIKE RACK
		GAS VALVE			CONCRETE
		MONITORING WELL			BRICK PAVERS
		GAS MARKER			STONE
		VENT PIPE			ASPHALT
					DIRT/SAND

- SURVEYOR'S NOTES:**
- REPRODUCTIONS OF THIS SURVEY ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
 - NO SEARCH OF THE PUBLIC RECORDS WAS UNDERTAKEN FOR EASEMENTS, RIGHTS OF WAYS, RESTRICTIONS OR OTHER RECORDED OR EVIDENCE OF UNRECORDED DOCUMENTS BY THIS FIRM, THOUGH A LIMITED SEARCH OF THE PUBLIC RECORDS WAS CONDUCTED FOR THE LEGAL DESCRIPTION AND RIGHT OF WAY INFORMATION SHOWN HEREON.
 - BEARINGS SHOWN HEREON ARE RELATIVE TO THE EAST LINE OF THE WEST ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF SECTION 1, TOWNSHIP 48 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA. (CALCULATED PER FIELD MEASUREMENTS TO BEAR NORTH 01° 13' 03" WEST) AND ALL OTHER BOUNDARY LINES ARE RELATIVE THERETO.
 - THERE MAY BE UNDERGROUND 'FOOTINGS', DRAINAGE, UTILITIES, ETC. NOT SHOWN OR INDICATED HEREON.
 - THE ACCURACY OF THIS SURVEY IS PREMISED ON THE EXPECTED USE OF THE SURVEY. THE EXPECTED USE/PREMISE OF THIS SURVEY IS TO DEFINE THE BOUNDARIES OF THE PARCEL DESCRIBED HEREIN FOR INCLUSION WITH ZONING CHANGE DOCUMENTS. A TRIMBLE R12 GNSS INSTRUMENT WITH TRIMBLE TSC-7 DATA COLLECTION WAS UTILIZED TO ESTABLISH HORIZONTAL SURVEY CONTROL AND LOCATE MISC. FEATURES. A TOPCON ES-102 INSTRUMENT WITH RANGER (TDS) DATA COLLECTION WAS UTILIZED TO COLLECT DATA IN THE HORIZONTAL PLANE AND ALSO RUN A GEOMETRICALLY CLOSED TRAVERSE.
 - ALL SYMBOLS SHOWN HEREON ARE FOR REPRESENTATIONAL PURPOSES ONLY AND ARE NOT TO SCALE.
 - THE DIGITAL DATA PROVIDED IS INTENDED TO BE VIEWED AT A SCALE OF 1" = 20' ON A STANDARD 24" X 36" SHEET.
 - ALL DISTANCES AND ELEVATIONS SHOWN HEREON ARE IN ACCORD WITH THE UNITED STATES STANDARD USING FEET AND DECIMALS THEREOF.
 - THE RECORDING INFORMATION FOR SW 3RD AVENUE ADJACENT TO THE SURVEYED PARCEL WAS TAKEN FROM THE BROWARD COUNTY HIGHWAY CONSTRUCTION AND ENGINEERING DIVISION MAP FOR SECTION 1, TOWNSHIP 48 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA AND DESCRIBES AN AREA BOUNDED BY A LINE 35 FEET FROM THE EAST LINE OF THE WEST ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF SECTION 1, TOWNSHIP 48 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA. BASED ON THE BROWARD COUNTY PROPERTY APPRAISER WEBSITE AND CONSTRUCTED IMPROVEMENTS THE RIGHT OF WAY OCCUPIES AN AREA BOUNDED BY A LINE 40 FEET FROM THE EAST LINE OF THE WEST ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF SECTION 1. THE RIGHT OF WAY PER DESCRIPTION IS SHOWN HEREON.
 - THE LANDS SHOWN HEREON CONTAIN A GROSS AREA OF 1.36 ACRES, MORE OR LESS (INCLUDING RIGHT OF WAY). GROSS LAND AREA EXCLUDING 40 FOOT RIGHT OF WAY CONTAINS 1.20 ACRES, MORE OR LESS.

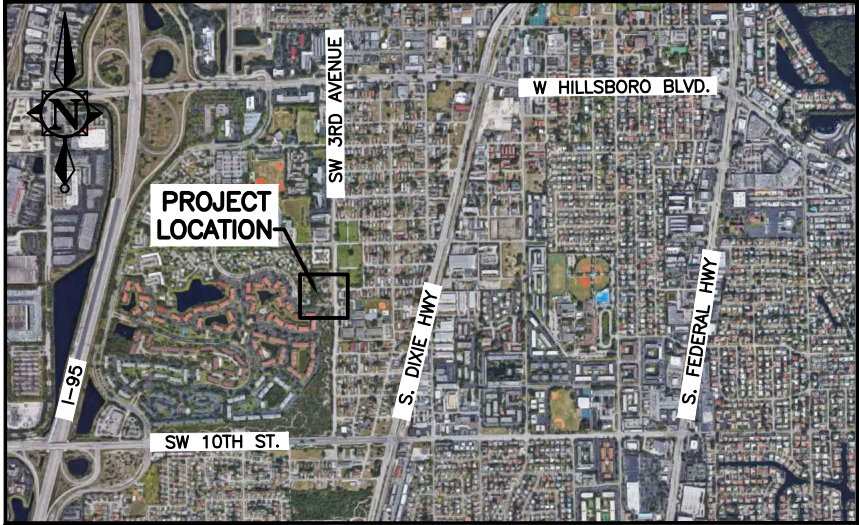
LEGAL DESCRIPTION:

(OFFICIAL RECORDS BOOK 5816, PAGE 938, BROWARD COUNTY, FLORIDA)

THE NORTH 177.70 FEET OF THE SOUTH $\frac{3}{4}$ OF THE EAST $\frac{1}{2}$ OF THE EAST $\frac{1}{2}$ OF THE WEST $\frac{1}{2}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 1, TOWNSHIP 48 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA.

SAID LANDS CONTAINING 1.36 ACRES.

LOCATION MAP
SCALE: N.T.S.



STANDARD LINETYPES			
SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION
	BASELINE		BURIED TRAFFIC CONTROL
	PARCEL LINE		COMMUNICATIONS DUCTBANK CL
	BOUNDARY LINE		FIBER OPTIC DUCTBANK CL
	EASEMENT LINE		OVERHEAD WIRE
	LOT LINE		BURIED ELECTRIC
	RIGHT OF WAY LINE		BURIED STREET LIGHTING
	CENTER LINE		ELECTRICAL DUCTBANK
	SECTION LINE		FORCE MAIN
	LANDSCAPE/TREE LINE		SANITARY SEWER
	EDGE OF WATER		SANITARY SERVICE
	RAILROAD TRACKS		VACUUM SEWER
	PLAT LINE		STORM DRAIN
	CURB & GUTTER		FIRE LINE
	FENCE LINE		RAW WATER LINE
	GUARD RAIL		WATER LINE MAIN
	UNKNOWN UTILITY		WATER LINE CHILLED
	ABANDONED UTILITY		WATER SERVICE
	NON FIELD VERIFIED UTILITY		IRRIGATION LINE
	BURIED CABLE TV		GAS LINE ABOVE GROUND
	BURIED COMMUNICATIONS LINE		BURIED GAS LINE
	FIBER OPTIC CABLE		BURIED GAS SERVICE LINE
	BURIED TELEPHONE		FUEL LINE

DIGITAL SIGNATURE IF THIS DOCUMENT WAS DIGITALLY SIGNED BY THE SURVEYOR ON THE DATE SHOWN, PRINTED COPIES OF THE DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE DIGITAL SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.	
SURVEYORS CERTIFICATE: I HEREBY CERTIFY THAT THIS SURVEY IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF AND MEETS APPLICABLE SECTIONS OF THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, SUBJECT TO QUALIFICATIONS NOTED HEREON.	
FOR THE FIRM BY: ROBERT D. KEENER PROFESSIONAL SURVEYOR & MAPPER FLORIDA REGISTRATION NO. 4846	FIELD DATE: 03/09/23
SIGNATURE DATE: _____	

2	03/21/23	1947/63	JBF	ADD R/W PER CLIENT	RDK
1	03/10/23	1947/63	JBF	MAP OF BOUNDARY SURVEY	RDK
NO.	DATE	FB / PG	DWN	REVISION	CKD

PREPARED FOR
CITY OF DEERFIELD BEACH

CRAIG A. SMITH & ASSOCIATES
CONSULTING ENGINEERS-PLANNERS-SURVEYORS
21045 COMMERCIAL TRAIL
BOCA RATON, FLORIDA 33486
(561) 314-4445
CERTIFICATE. NO. LB00031110

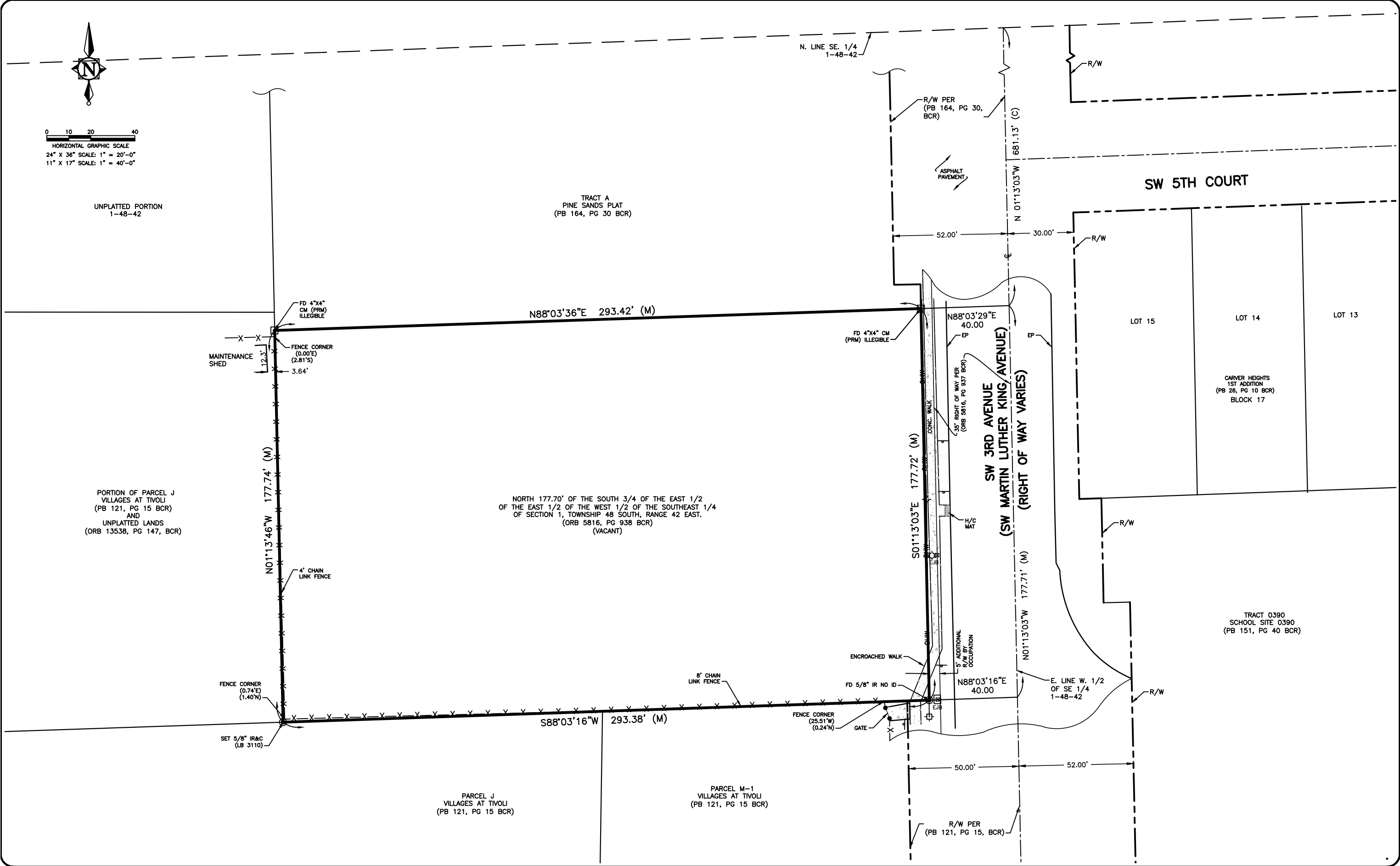
**MAP OF
BOUNDARY SURVEY**

555 SW 3RD AVENUE
DEERFIELD BEACH, FLORIDA
LEGEND

FILE NAME: 08-23-017-V-01-LEGEND.dwg
LAST SAVED: 03/22/23 - 7:47am
CAS PROJECT NUMBER
08-23-017

SHEET
V-01
OF
02

\\cae-file\Projects\Cities_Villages_Towns\Deerfield_Beach\08-23-017-555-SW-3RD\PLAN5\08-23-017-V-02-SRVY.dwg, 3/22/2025 12:59:34 PM, WkAbach, 1:2



NO.	DATE	FB / PG	DWN	REVISION	CKD
2	03/21/23	1947/63	JBF	ADD R/W PER CLIENT	RDK
1	03/10/23	1947/63	JBF	MAP OF BOUNDARY SURVEY	RDK

PREPARED FOR
CITY OF DEERFIELD BEACH

CRAIG A. SMITH & ASSOCIATES
CONSULTING ENGINEERS-PLANNERS-SURVEYORS
21045 COMMERCIAL TRAIL
BOCA RATON, FLORIDA 33486
(561) 314-4445
CERTIFICATE NO. LB0003110

MAP OF
BOUNDARY SURVEY

555 SW 3RD AVENUE
DEERFIELD BEACH, FLORIDA

FILE NAME: 08-23-017-V-02-SRVY.dwg
LAST SAVED: 03/22/23 - 11:45am
CAS PROJECT NUMBER
08-23-017

SHEET
V-02
OF
02



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2024-609

Agenda Date: 11/19/2024

Status: CONSENT - BOARD
APPOINTMENTS

In Control: City Commission

Title

Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the reappointment of members to the African American Heritage Board.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

On October 20, 2020, the City Commission adopted Resolution No. 2020/146, (the "Resolution") which created the African American Heritage Board (the "Board") in accordance with Section 3.12(2) of the City Charter. The Board was established as a special purpose limited time advisory board, with the purpose of providing recommendations to the City for events to celebrate and promote African American history. The Board was scheduled to sunset on September 30, 2022.

At the September 14, 2022 Commission Meeting, the City Commission unanimously voted to adopt an Ordinance establishing the African American Heritage Committee as an advisory committee to the Commission. Pursuant to the Ordinance, the Committee shall be composed of no more than 10 members, with up to five regular members and five alternate members. The Mayor and each Commissioner may appoint one (1) regular member and one (1) alternate member. All appointments shall be subject to approval by a majority of the City Commission. Committee members shall be residents of the City and shall serve two-year terms. A majority of the Committee members appointed shall constitute a quorum.

Current Activity

The below members' terms expire on November 15, 2024, and each has expressed interest in serving on the Board and have been nominated as follows:

Mayor Bill Ganz - Barri McMillon
Commissioner Michael Hudak - Lawanna Strowbridge
Commissioner Bernie Parness - Annette Mitchell

Currently, Commissioner Preston has a regular member vacancy; therefore, he would like to appoint his alternate, Tarvaes Hill as his regular member for a term expiring on November 14, 2026, which will then result in alternate member vacancy.

Recommendation

Approval is recommended.

RESOLUTION NO. 2024/

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
DEERFIELD BEACH, FLORIDA, REAPPOINTING BARRI MCMILLON,
LAWANNA STROWBRIDGE, AND ANNETTE MITCHELL TO THE
AFRICAN AMERICAN HERITAGE COMMITTEE; APPOINTING
TAVARES HILL AS A REGULAR MEMBER OF THE COMMITTEE;
AND PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, Section 2-210.8 of the Code of Ordinances creates the African American Heritage Committee (the “Committee”) to provide recommendations and input to the City Commission for events recognizing and celebrating African American history relating to Martin Luther King, Jr. Day, Juneteenth, and Black History Month; and

WHEREAS, the Committee shall be composed of no more than ten members, including up to five regular members and five alternate members, appointed by and serving at the pleasure of the City Commission for two-year terms; and

WHEREAS, on November 15, 2024, the terms of Barri McMillon, Lawanna Stowbridge, and Annette Mitchell expire; however, each individual has expressed their interest in continuing to serve as regular members on the Committee; and

WHEREAS, these current regular members of the Committee have been nominated by the Mayor, Vice Mayor and respective City Commissioner to serve on the Committee; and

WHEREAS, Diane Chisholm no longer serves on the Committee, which creates a regular member vacancy and her term expired on November 15, 2024; and

WHEREAS, Tavares Hill, who currently serves as an alternate member on the Committee, has expressed interest in serving as a regular member, which, if appointed, will then create an alternate member vacancy; and

WHEREAS, Tavares Hill has been nominated by Commissioner Preston to serve as a regular member of the Committee.

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

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

Section 2. Barri McMillon, Lawanna Stowbridge, Annette Mitchell, and Tavares Hill are hereby appointed to serve as regular members of the African American Heritage Committee for a two-year term ending on November 15, 2026.

Section 3. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2024.

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK



October 30, 2024

Barri McMillon
456 NW 1st Terrace
Deerfield Beach, FL 33441

RE: African American Heritage Board

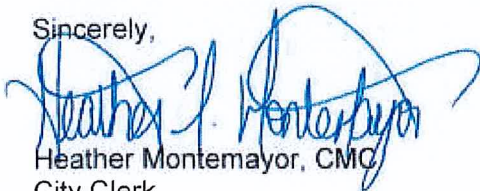
Dear Ms. McMillon:

Your current term on the **African American Heritage Board** of the City of Deerfield Beach expires on November 15, 2024. Upon receipt of an affirmative response, it will be placed on the agenda for the Commission's consideration.

Whether or not you desire to continue to serve on the African American Heritage Board, the Commission would like to have the benefit of your knowledge gained while serving. Any suggestions you might have for improvements or other modifications may be sent to my office and I will forward it to the Commission for its perusal. In this way, we hope to improve the service of all advisory boards in the City of Deerfield Beach.

Irrespective of your decision, I would like to take this opportunity to express on behalf of the City our appreciation for the service you have rendered to our residents and also recognize the sacrifices of your time and efforts in contributing to the success of the board. Should you have any questions or further assistance is required, please contact the City Clerk's Office at (954) 480-4213.

Sincerely,



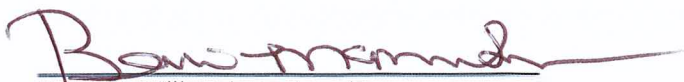
Heather Montemayor, CMC
City Clerk

HM/tb

Please email the letter with your reply to web.clerk@deerfield-beach.com by November 8, 2024.

☒ I would like to serve another term on the African American Heritage Board.

☐ I can no longer serve.



Barri McMillon (sign here)



October 30, 2024

Lawanna Strowbridge
289 SW 2nd Court
Deerfield Beach, FL 33441

RE: African American Heritage Board

Dear Ms. Strowbridge:

Your current term on the **African American Heritage Board** of the City of Deerfield Beach expires on November 15, 2024. Upon receipt of an affirmative response, it will be placed on the agenda for the Commission's consideration.

Whether or not you desire to continue to serve on the African American Heritage Board, the Commission would like to have the benefit of your knowledge gained while serving. Any suggestions you might have for improvements or other modifications may be sent to my office and I will forward it to the Commission for its perusal. In this way, we hope to improve the service of all advisory boards in the City of Deerfield Beach.

Irrespective of your decision, I would like to take this opportunity to express on behalf of the City our appreciation for the service you have rendered to our residents and also recognize the sacrifices of your time and efforts in contributing to the success of the board. Should you have any questions or further assistance is required, please contact the City Clerk's Office at (954) 480-4213.

Sincerely,

Heather Montemayor, CMC
City Clerk

HM/tb

Please email the letter with your reply to web.clerk@deerfield-beach.com by November 8, 2024.

☒ I would like to serve another term on the African American Heritage Board.

☐ I can no longer serve.

Lawanna Strowbridge (sign here)



October 30, 2024

Annette Mitchell
760 SE 2nd Ave, C102
Deerfield Beach, FL 33441

RE: African American Heritage Board

Dear Ms. Mitchell:

Your current term on the **African American Heritage Board** of the City of Deerfield Beach expires on November 15, 2024. Upon receipt of an affirmative response, it will be placed on the agenda for the Commission's consideration.

Whether or not you desire to continue to serve on the African American Heritage Board, the Commission would like to have the benefit of your knowledge gained while serving. Any suggestions you might have for improvements or other modifications may be sent to my office and I will forward it to the Commission for its perusal. In this way, we hope to improve the service of all advisory boards in the City of Deerfield Beach.

Irrespective of your decision, I would like to take this opportunity to express on behalf of the City our appreciation for the service you have rendered to our residents and also recognize the sacrifices of your time and efforts in contributing to the success of the board. Should you have any questions or further assistance is required, please contact the City Clerk's Office at (954) 480-4213.

Sincerely,



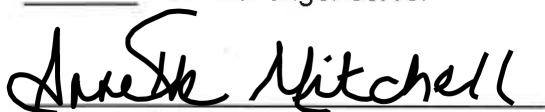
Heather Montemayor, CMC
City Clerk

HM/tb

Please email the letter with your reply to web.clerk@deerfield-beach.com by November 8, 2024.

☒ I would like to serve another term on the African American Heritage Board.

☐ I can no longer serve.



Annette Mitchell (sign here)



African American Heritage Board

Creating Authority:

Ordinance 2022/021

Method of Appointment:

Ordinance 2022/021 – The Committee shall be composed of no more than ten (10) members. The Mayor and each City Commissioner may appoint one (1) regular member and one (1) alternate member to the Board/Committee

Qualifications:

Board members shall be residents of the City and shall serve two-year terms

Financial Disclosure:

None

Compensation:

None

Liaison:

Lauren Goas, Administrator of Special Events & Athletics, 954-480-4429

Meeting Dates:

2nd Wednesday of each month, normally at 12:00 p.m. in the Central City Campus Conference Room
A majority of the Committee members appointed shall constitute a quorum

Functions and Responsibilities:

The Board is empowered to provide recommendations and input to the City Commission for the following events and sales:

- Celebration and recognition of African American history relating to Martin Luther King Jr. Day, Black History Month and Juneteenth;
- The arrangement of the events, including but not limited to the distribution of tickets and general promotion of the events.

REVISED 10/30/24

Name <i>Regular Members</i>	Address	Phone	Replaces	Resolution Number	Date Appointed	Term Expires
Barri McMillon (Mayor)	456 NW 1st Terrace, Deerfield Beach, FL 33441	954-461-0467	SELF	2022/180	11/15/22	11/15/24
Lawanna Strowbridge (District 1)	289 SW 2nd Court, Deerfield Beach, FL 33441	954-482-0694 (h) 954-290-5000	SELF	2022/180	11/15/22	11/15/24
VACANT (District 2)			CHISHOLM			11/15/24
Annette Mitchell (District 3)	760 SE 2nd Ave, C102, Deerfield Beach, FL 33441	754-422-9698 (h) 954-425-8449	SELF	2022/180	11/15/22	11/15/24
Sandra Jackson (District 4)	386 SW 35th Avenue, Deerfield Beach, FL 33442	954-234-3252	SELF	2022/180	11/15/22	11/15/24

Name <i>Alternate Members</i>	Address	Phone	Replaces	Resolution Number	Date Appointed	Term Expires
VACANT (Mayor)			NEW			
VACANT (District 1)			NEW			
Tavares Hill (District 2)	133 SW 2 nd Street Deerfield Beach, FL 33441	954-821-1902	NEW	2024/045	04/02/24	04/02/26
VACANT (District 3)			NEW			
VACANT (District 4)			NEW			

REVISED 10/30/24



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2024-593

Agenda Date: 11/19/2024

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 and authorizing execution of the Municipal Elections Agreement with the Broward County Supervisor of Elections in an amount not to exceed \$125,000.00 for the March 11, 2025 Municipal Election; providing for implementation and an effective date. (*Funds from Account #001-0308-513-32-99 - Other Contractual Services*)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: Not-to-exceed \$125,000

Account Name: Other Contractual Services

Account Number: 001-0308-513-32-99

Background/History

The Supervisor of Elections Office (SOE) has continually provided services to localities throughout Broward County to assist in handling election needs, consisting of equipment delivery and pickup, training and payment for all pollworkers, and other requirements outlined in the Florida Statutes. In 2022, Joe Scott, Supervisor of Elections, changed the methodology for calculating the election costs; whereas, costs are now based on total registered voters at \$2.79 per voter.

The SOE provided an estimated cost of \$118,030 in March 2024 for the City's March 2025 municipal election. In 2023, the actual cost for the citywide election was \$138,870.10; therefore, staff is recommending a not to exceed amount of \$125,000.

Recommendation

Based on the services provided by the SOE, staff recommends approval of the Agreement.

RESOLUTION NO. 2024/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING AND AUTHORIZING EXECUTION OF THE MUNICIPAL ELECTIONS AGREEMENT WITH THE BROWARD COUNTY SUPERVISOR OF ELECTIONS IN AN AMOUNT NOT TO EXCEED \$125,000.00 FOR THE MARCH 11, 2025 MUNICIPAL ELECTION; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, the Broward County Supervisor of Elections (the “Supervisor”) possesses the requisite expertise, personnel, and equipment to assist the City in selecting and training poll workers and conducting the City of Deerfield Beach’s municipal election; and

WHEREAS, the City desires to enter into the Municipal Elections Agreement, attached as Exhibit “A”, with the Supervisor in an amount not to exceed \$125,000.00, to provide for the Supervisor to conduct the City’s municipal election to be held on March 11, 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 City Commission hereby approves the Municipal Elections Agreement with the Supervisor, attached as Exhibit “A”, in an amount not to exceed \$125,000.00.

Section 3. The Mayor and Interim City Manager are authorized to execute the Municipal Elections Agreement, attached as Exhibit “A”, together with such non-substantial changes as are acceptable to the Interim 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

MUNICIPAL ELECTIONS AGREEMENT

This Municipal Elections Agreement is between the Broward County Supervisor of Elections, a Broward County Constitutional Officer ("Supervisor"), and the City of Deerfield Beach, a municipal corporation ("Municipality") (each a "Party" and collectively referred to as the "Parties").

RECITALS

- A. Supervisor has certain duties, functions, and responsibilities provided in the Florida Election Code (Chapters 97 through 106, Florida Statutes), as amended from time to time.
- B. Chapter 75-350, Laws of Florida (Special Acts 1975), as amended, provides for a uniform filing and election date for all municipal elections conducted in Broward County, Florida, and other matters affecting elections for all municipalities within Broward County, Florida.
- C. Municipality is responsible for all costs associated with conducting any of its elections, including without limitation all "election costs" as defined in Section 97.021(15), Florida Statutes.
- D. Supervisor possesses the requisite expertise, personnel, and equipment to assist Municipality in selecting and training Poll Workers (as hereinafter defined) and conducting Municipality's election(s) in Broward County, Florida; and Municipality desires to delegate to Supervisor the power, duty, and authority to conduct Municipality's election(s) pursuant to the terms, conditions, and provisions of this Agreement.

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

ARTICLE 1. DEFINITIONS

- 1.1. **Applicable Law** means all applicable federal, state, county, municipal, or other government entity laws, rules, regulations, codes, ordinances, advisory opinions, as amended from time to time, including without limitation, the provisions in Chapter 75-350, Laws of Florida (Special Acts of 1975), as amended, the Americans with Disabilities Act, 42 U.S.C. § 12101, and Section 504 of the Rehabilitation Act of 1973.
- 1.2. **Broward County Supervisor of Elections** or **Supervisor** means Joe Scott in his official capacity as the Broward County Supervisor of Elections or the then-current duly elected or appointed successor, as applicable.
- 1.3. **Election Fees** means all fees, costs, charges, and expenses associated with the Municipal Elections and Supervisor's performance of the Election Services, including without limitation "election costs" as defined in Section 97.021(15), Florida Statutes, and amounts paid or due to Poll Workers.
- 1.4. **Election Services** means the duties, functions, obligations, and work required by Supervisor to conduct the Municipal Elections and any additional services agreed to by the Parties and provided for in a written amendment to this Agreement.

1.5. **Municipal Election(s)** means the Municipality’s elections within the scope of Article 2 of this Agreement or within the scope of any amendment to this Agreement.

1.6. **Stand-Alone Election(s)** means a municipal election held when only municipal races are on the ballot and there is no early voting period, or when no other federal or state election is being held.

1.7. **Poll Worker(s)** means trained and paid individuals who are active voters and provide various election related services at precincts or Polling Locations on election day or during early voting periods. Poll Workers include the positions and job descriptions listed and defined on Supervisor’s website at: <https://www.browardvotes.gov/Poll-Worker-Information/Become-a-Poll-Worker>.

1.8. **Polling Location(s)** means a building or part of a building designated by Supervisor where voters cast their ballots during an election, such as a school or a library.

ARTICLE 2. SCOPE OF ELECTION SERVICES

2.1. Municipal Elections. Municipality hereby engages Supervisor to perform Election Services in connection with the Municipal Elections scheduled to occur on **March 11, 2025**. If Municipality desires Supervisor to perform Election Services for any additional municipal elections (“Additional Elections”), the terms, conditions, and services relating to such Additional Elections shall be agreed to by both Parties and set forth in an amendment executed pursuant to the terms of this Agreement.

2.2. Cost Estimates. The Supervisor has provided to Municipality, and Municipality acknowledges receipt of, the applicable schedule of Election Fees. A current estimate of the Election Fees associated with the applicable Municipal Elections is attached hereto as Exhibit A (“Cost Estimate”). The Cost Estimate is subject to adjustment based on the actual costs incurred by Supervisor and does not include other necessary costs as provided for in Section 3.8 of this Agreement, if any.

2.3. Final Invoice. For each Municipal Election, Supervisor will provide Municipality with a final invoice, which includes the actual Election Fees associated with the applicable Municipal Election, within six (6) months after the date of the applicable Municipal Election (“Final Invoice”).

2.4. Polling Locations. Except as otherwise provided in Section 3.2 and Applicable Law, Supervisor shall select and designate Polling Locations (including early voting locations) in Supervisor’s sole and absolute discretion.

2.5. Poll Workers. Except as otherwise provided by Applicable Law, Supervisor shall select, hire, assign, and train an appropriate number of Poll Workers for the Municipal Elections, as determined by Supervisor in Supervisor’s sole and absolute discretion.

2.6. Payment of Poll Workers. Supervisor shall set the pay rate for Poll Workers and pay Poll Workers in accordance with Applicable Law.

2.7. County Voting System. Except as otherwise required by Applicable Law, Supervisor shall use Broward County's current voting equipment and systems in the performance of the Election Services, and Supervisor shall determine, in Supervisor's sole and absolute discretion, the manner in which to use such voting systems and the type and number of such equipment to be used for each applicable Municipal Election.

2.8. Vote by Mail. If the Municipal Elections will be conducted during a federal or state election, Supervisor shall provide vote-by-mail/absentee ballots to Municipality's residents in the same manner as the federal or state election pursuant to Applicable Law. Vote-by-mail ballots for any Stand-Alone Election shall be subject to Supervisor's sole and absolute discretion, and Municipality shall pay Supervisor for any fees and costs associated with any such vote-by-mail operations and materials.

ARTICLE 3. MUNICIPALITIES OBLIGATIONS

3.1. Supervisor's Compensation and Method of Payment. For each applicable Municipal Election, Municipality shall reimburse Supervisor for the Elections Fees incurred and for any other necessary costs as provided for in Section 3.8 herein. Municipality shall timely pay Supervisor all amounts invoiced by Supervisor within thirty (30) days after receipt of Supervisor's Final Invoice. Payment shall be made to Supervisor at the address stated in Section 5.1 and pursuant to the instructions prescribed by Supervisor or Supervisor's authorized designee. Municipality's payment obligation includes all Election Fees incurred by Supervisor, including any other necessary costs as provided for in Section 3.8 herein, which may be in excess of the Cost Estimate attached as Exhibit A or otherwise provided to Municipality by Supervisor.

3.2. Polling Locations. Not less than sixty (60) days prior to the date of the applicable Municipal Election, Municipality may provide in writing to Supervisor proposed Polling Locations for such Municipal Election, which locations shall be subject to final review and approval by Supervisor. Municipality shall provide copies of the rental agreements or other documentation for the utilization of the Polling Locations consistent with the provisions of this section. For Municipal Elections conducted during a federal or state election, the Polling Locations will be determined by Supervisor in Supervisor's sole and absolute discretion.

3.2.1. Use of Polling Locations. For each applicable Municipal Election, Supervisor shall pay the rental costs and fees for the use of Polling Locations and such costs shall be included in the Election Fees set forth in the Cost Estimate and the Final Invoice for reimbursement by Municipality.

3.2.2. Municipality's Additional Responsibilities for Polling Locations. Municipality is responsible for: (a) providing adequate security for the Polling Location(s); (b) fully cooperating with Supervisor to comply with any Applicable Law related to the Polling Location(s), including any standards or guidelines from the Florida Secretary of State's Division of Elections; (c) ensuring compliance with Supervisor's then-existing security standards for Polling Locations; (d) entering into written use, license, or other rental agreements for the use of the sites on the terms and conditions set forth in any form(s) provided by Supervisor for such purpose or otherwise approved in advance by Supervisor; (e) the repair and maintenance of the Polling Location(s) in good structural and safe condition in compliance with Applicable Law, including without limitation the Americans with

Disabilities Act, 42 U.S.C. § 12101, and Section 504 of the Rehabilitation Act; and (f) ensuring that the Polling Locations comply with all other Applicable Laws.

3.2.3. Polling Location Changes. Municipality shall be responsible for and shall pay all costs incurred by the Supervisor as a result of Polling Location changes requested by Municipality, including all costs associated with providing written notice to voters.

3.3. Cooperation with Supervisor. Municipality shall promptly provide any and all documents, information, and cooperation reasonably requested by Supervisor in connection with Supervisor's performance of the Election Services and any other applicable duties and obligations under this Agreement.

3.4. No Legal Advice; Municipality's Responsible Person. Municipality shall be responsible for obtaining its own legal advice and determinations of Applicable Law related to the Municipal Elections, including candidate qualifications and eligibility, petitions, referendums, and special elections. Municipality acknowledges and agrees that Supervisor has no obligation to and expressly disclaims the provision of any legal advice, legal opinions, and legal guidance to Municipality in connection with the performance of Supervisor's obligations under this Agreement. Prior to each Municipal Election, Municipality shall identify in writing and provide to Supervisor the contact information for the municipal official(s) who shall act as Supervisor's point of contact for Municipality and who shall also be the municipal official responsible for ensuring the performance and oversight of Municipality's obligations in this Agreement with regard to the Municipal Election ("Municipality's Responsible Person").

3.5. Candidate Qualifications. Subject to Applicable Law, Municipality shall be responsible for and shall conduct any municipal candidate qualifications, determinations of eligibility to run, and collection of any election assessment. Municipality shall accept and process all qualifying papers and fees from such candidates. Immediately upon conclusion of the applicable qualifying period and no later than 5:00 p.m. on the last day of qualifying, Municipality shall promptly provide Supervisor with a list of all qualified candidates, including the name of the candidates as they are to appear on the ballot, any pronunciation guides, and the applicable titles of office(s). If Municipality requires Supervisor to verify signatures for candidate qualifying petitions or any other petitions permitted under Applicable Law, Municipality shall pay Supervisor's fees and costs for such verifications and Supervisor shall perform such verifications in the same manner it performs verifications for state candidates, except as provided by Applicable Law.

3.6. Notifications. Municipality shall be responsible for providing and publishing all public notices and any other required notices to candidates, political parties, and political committees, including without limitation recount notices.

3.7. Ballots; Other Election Material; and Translations. Except as otherwise agreed to by the Supervisor in writing, no later than 5:00 p.m. on the first day of qualifying, Municipality shall furnish to Supervisor in English, Spanish, and Creole the full legal name of Municipality, the official name of the Municipal Election, and all other non-candidate ballot information to be included on the ballot including without limitation, ballot initiatives, referendums, titles, explanations, or questions. Municipality shall be solely responsible for all translations and costs. Further, Municipality agrees

to promptly approve layout and ballot proof(s) provided by Supervisor, and Municipality shall be responsible for and shall ensure that all Municipal Election materials, including required notices and ballots, are accurate and legally sufficient.

3.8. Other Necessary Costs. Municipality shall reimburse Supervisor for any additional costs or fees not otherwise expressly provided for in this Agreement incurred as a result of its Municipal Election(s), including without limitation, costs associated with conducting a recount, attorneys' fees and costs incurred by Supervisor in any matter related to a Municipal Election, and costs caused by any negligence, mistake, or intentional act or omission by Municipality, its employees, officers, commissioners, or agents.

ARTICLE 4. SOVEREIGN IMMUNITY

Except to the extent sovereign immunity may be deemed waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by either Party nor shall anything included herein be construed as consent by either Party to be sued by a third party in any matter arising out of this Agreement. Each Party is a state agency or political subdivision as defined in Section 768.28, Florida Statutes, and shall be responsible for the acts and omissions of its agents or employees to the extent required by applicable law. This section shall survive the termination of all performance or obligations under this Agreement.

ARTICLE 5. NOTICES AND PUBLIC RECORDS

5.1. In order for a notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via e-mail, to the addresses listed below, and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Addresses may be changed by the applicable Party giving notice of such changes in accordance with this section.

Notices to Supervisor:

Attn: Joe Scott, Supervisor of Elections
4650 NW 21st Avenue
Fort Lauderdale, Florida 33309
E-mail: jscott@browardvotes.gov

With a copy to:

Broward County Attorney's Office
Attn: Devona A. Reynolds Perez
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Email addresses: dreynoldsperez@broward.org

Notices to Municipality:

Attn: _____ (name and title)

Email address: _____

With a copy to:

Email address: _____

5.2. Public Records. The Parties are public agencies subject to Chapter 119, Florida Statutes, and each Party shall comply with its respective obligations as provided by law. In providing the Election Services, the Supervisor does not assume and expressly disclaims any designation or delegation as custodian of Municipality's election records. In the event of an election contest or challenge, the Supervisor agrees to cooperate in providing any public records that the Supervisor maintains or otherwise controls.

ARTICLE 6. DISPUTES; GOVERNING LAW, VENUE, AND WAIVER OF JURY TRIAL

6.1. Dispute Resolution; Attorneys' Fees. Should a dispute arise regarding the interpretation of this Agreement or the performance of either Party, the Parties shall complete dispute resolution proceedings pursuant to Chapter 164, Florida Statutes, prior to commencing a legal action. Each Party shall bear its own attorneys' fees and costs, including in Chapter 164 proceedings and at both the trial and appellate levels.

6.2. Law, Jurisdiction, Venue, Waiver of Jury Trial. The terms, provisions, covenants, and conditions of this Agreement shall be construed solely in accordance with the laws of the State of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

ARTICLE 7. TERM; TERMINATION

7.1. Unless earlier terminated as provided in this Agreement, the term of this Agreement shall be from the date of its full execution (the "Effective Date") until sixty (60) days after all vote processing equipment has been returned to Supervisor's warehouse and the election results have been audited and certified for the last Municipal Election covered by this Agreement.

7.2. Unless a Municipal Election is scheduled to occur within the next ninety (90) days, this Agreement may also be terminated for convenience upon written notice by either Party, effective on the termination date stated in the written notice provided by the terminating Party, which termination date shall be not less than thirty (30) days after the date of such written notice. If this Agreement is terminated, Supervisor shall be paid for the Election Fees incurred through the effective date of termination and any other necessary costs provided for in Section 3.8. The payment obligations of Municipality under this Agreement shall survive expiration or termination of this Agreement.

ARTICLE 8. MISCELLANEOUS

8.1. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term. Supervisor's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

8.2. Severability. If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

8.3. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

8.4. Amendments. No modification, amendment, or alteration in the terms and conditions of this Agreement shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

8.5. No Third-Party Beneficiaries. Neither Supervisor nor Municipality intends to primarily benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

8.6. Joint Preparation and Interpretation. This Agreement has been jointly prepared by the Parties and shall not be construed more strictly against either Party. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise

requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all subsections thereof, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to “days” means calendar days, unless otherwise expressly stated.

8.7. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached hereto or referenced or incorporated herein and any provision of Articles 1 through 8 of this Agreement, the provisions contained in Articles 1 through 8 shall prevail and be given effect.

8.8. Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of each of the Parties hereto.

8.9. Independent Contractor. Supervisor is acting as an independent contractor for Municipality in the performance of Election Services under this Agreement. Nothing in this Agreement constitutes or creates a partnership, joint venture, or any other relationship between the Parties. Neither Party nor its agents shall act as officers, employees, or agents of the other Party. Neither Party shall have the right to bind the other Party to any obligation not expressly undertaken by that Party under this Agreement.

8.10. Incorporation by Reference. Any and all Recital clauses above are true and correct and are incorporated in this Agreement by reference. The attached Exhibits are incorporated and made a part of this Agreement.

8.11. Representation of Authority. Each individual executing this Agreement on behalf of a Party hereto hereby represents and warrants that they are, on the date they sign this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such Party and does so with full legal authority.

8.12. Nondiscrimination. No Party may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement:
BROWARD COUNTY SUPERVISOR OF ELECTIONS, JOE SCOTT, and MUNICIPALITY, signing by and
through its _____ duly authorized to execute same.

SUPERVISOR

By: _____
Joe Scott, Broward County Supervisor of Elections

__ day of _____, 202__

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 _____
Devona A. Reynolds Perez (Date)
Assistant County Attorney

MUNICIPAL ELECTIONS AGREEMENT

CITY OF DEERFIELD BEACH

ATTEST:

Heather Montemayor, City Clerk

By: _____
BILL GANZ, MAYOR

_____ day of _____, 202__

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

Anthony Soroka, City Attorney

**EXHIBIT A - Municipal Election Cost Estimate
City of Deerfield Beach**

Description	Cost per registered voter in Municipality (per election)
Election Fees for March 2025 Elections	
Ballot Materials	\$2.79
Estimate of Municipality's Total Number of Registered Voters as of March 4, 2024.	Estimated cost for March 11, 2025 Election: \$118,030 (rounded)



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2024-610

Agenda Date: 11/19/2024

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 settlement of all claims against the City in the litigation styled *Ciana Charite vs. City of Deerfield Beach*; authorizing execution of documents necessary to effectuate the settlement; providing for an effective date. (Funds from Account #606-0900-519-37-70 - Risk Management/General Liability Legal)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$100,000.00

Account Name: Risk Management/General Liability Legal

Account Number: 606-0900-519-37-70

Background/History

Ciana Charite ("Charite") filed a lawsuit against the City of Deerfield Beach styled *Ciana Charite vs. City of Deerfield Beach*, Case No. CACE-23-017829, in the Seventeenth Circuit Court in and for Broward County, Florida (the "Lawsuit"). The Lawsuit alleges that Charite was driving her vehicle when her vehicle was hit by a City garbage truck causing her to suffer injuries to her back, and seek medical treatment including extensive back surgery.

Current Activity

Charite has provided documentation to the City of over \$195,000.00 in medical bills, and a claim in the amount of \$11,400 in lost wages for time missed at work due to the back surgery. Charite is willing to settle all of her claims against the City, including all costs and attorney's fees incurred in this matter, for the total sum of \$100,000.00.

The enclosed Resolution approves the settlement of the Lawsuit for the total amount of \$100,000.00, including attorney's fees and costs, thereby disposing of all claims against the City and its employees that were or could have been asserted by Charite against the City or its employees.

Recommendation

Approval.

RESOLUTION NO. 2024/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE SETTLEMENT OF ALL CLAIMS AGAINST THE CITY IN THE LITIGATION STYLED *CIANA CHARITE VS. CITY OF DEERFIELD BEACH*; AUTHORIZING EXECUTION OF DOCUMENTS NECESSARY TO EFFECTUATE THE SETTLEMENT; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Ciana Charite (“Charite”) filed a lawsuit against the City of Deerfield Beach styled *Ciana Charite vs. City of Deerfield Beach*, Case No. CACE-23-017829, in the Seventeenth Circuit Court in and for Broward County, Florida (the “Lawsuit”); and

WHEREAS, the Lawsuit alleges that Charite was driving her vehicle when her vehicle was hit by a City garbage truck causing her to suffer injuries to her back, and seek medical treatment including extensive back surgery; and

WHEREAS, Charite has provided documentation to the City of over \$195,000.00 in medical bills, and a claim in the amount of \$11,400 in lost wages for time missed at work due to the back surgery; and

WHEREAS, Charite is willing to settle all of her claims against the City, including all costs and attorney’s fees incurred in this matter, for the total sum of \$100,000.00; and

WHEREAS, although the City asserts that it was not responsible for Charite’s alleged damages, the City Commission desires to approve the settlement of the Lawsuit in the total amount of \$100,000.00, including attorney’s fees and costs, thereby disposing of all claims that were or could have been asserted against the City and its employees by Charite.

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 settlement of the Lawsuit for the total amount of \$100,000.00, including attorney’s fees and costs, thereby disposing of all claims against the City and its employees that were or could have been asserted by Charite against the City or its employees.

Section 3. That the appropriate City officials are authorized to execute all documents deemed necessary by the City Attorney to implement the intent of this Resolution and to provide for payment as indicated.

Section 4. 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

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

Face Sheet File Number: I.D. 2024-630

Agenda Date: 11/19/2024

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, authorizing Interim City Manager Rodney Brimlow, Chief Financial Officer Oleg Gorokhovsky, and Deputy City Manager Horace McHugh to execute checks on behalf of the City; providing for implementation and an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The City's policies and procedures require two signatures on city checks (one of which is traditionally the Chief Financial Officer). The signatory list was recently updated in July 2024, due to the addition of our new Chief Financial Officer. The signatories of two of the authorized individuals shall be required for checks, draft, or other actions related to city accounts at banking and financial institutions. Staff is requesting an update to the signatory list for the City's accounts.

Current Activity

The City Commission appointed Rodney Brimlow as the Interim City Manager, effective October 6, 2024; therefore, it is recommended that the signatory list be revised to be: Rodney Brimlow, Interim City Manager, Oleg Gorokhovsky, Chief Financial Officer, and in the absence of the Interim City Manager or Chief Financial Officer or in an emergency or exigent circumstances, Horace McHugh, Deputy City Manager.

Recommendation

Staff recommends approval of the recommended signatory list to facilitate continued operations.

RESOLUTION NO. 2024/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AUTHORIZING INTERIM CITY MANAGER RODNEY BRIMLOW, CHIEF FINANCIAL OFFICER OLEG GOROKHOVSKY, AND DEPUTY CITY MANAGER HORACE MCHUGH TO EXECUTE CHECKS ON BEHALF OF THE CITY; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, the City's policies and procedures require two signatures from authorized employees for the issuance of City checks and drafts, or to take other authorized actions related to City accounts at banking and financial institutions; and

WHEREAS, on November 6, 2024, the City Commission appointed Rodney Brimlow to serve as Interim City Manager; and

WHEREAS, City staff is requesting to update the signatories to address staff changes and for compliance with City policies and procedures; and

WHEREAS, the City's third-party administrator, John's Eastern Company, Inc., requires access to a City checking account that is utilized to process and facilitate the timely payment of workers compensation and general liability claims (the "Claims Payment Account"); and

WHEREAS, payments from the Claims Payment Account only relate to workers compensation and general liability claims and are pre-approved by City staff prior to each check run; and

WHEREAS, City staff recommends authorizing Interim City Manager Rodney Brimlow and Chief Financial Officer Oleg Gorokhovsky to execute City checks and drafts on behalf of the City, including checks on the City's Claims Payment Account and other City accounts maintained at Wells Fargo, and in the absence of the Interim City Manager or Chief Financial Officer or in emergency or exigent circumstances, for Deputy City Manager Horace McHugh to execute checks and drafts on behalf of the City.

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

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

Section 2. The City Commission hereby authorizes Interim City Manager Rodney Brimlow and Chief Financial Officer Oleg Gorokhovsky to execute checks and drafts on behalf of the City, including checks from the City's Claims Payment Account and other City accounts maintained at Wells Fargo, and to take other authorized actions related to City accounts at banking and financial institutions. In the absence of the Interim City Manager or Chief Financial

Officer or in emergency or exigent circumstances, the City Commission authorizes Deputy City Manager Horace McHugh to execute City checks and drafts on behalf of the City and to take other authorized actions related to City accounts at banking and financial institutions.

Section 3. The appropriate City officials are authorized to do all things necessary to carry out the aims of this Resolution.

Section 4. All resolutions, and parts of resolutions, in conflict with this Resolution are hereby repealed to the extent of such conflict.

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2024.

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2024-603

Agenda Date: 11/19/2024

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 24-30-VP for pre/post employment background screening and medical services; approving and authorizing execution of an agreement with First Choice Research and Investigations, LLC d/b/a First Choice Background Screening, the sole responsive and responsible firm, for a two-year term with three additional one-year renewal options in an annual amount not to exceed \$75,000.00; providing for implementation and an effective date. (Funds from Account #001-0800-513-32-21 - Recruiting)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption Requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$75,000.00

Account Name: Recruiting

Account Number: 001-0800-513-32-21

Background/History

The City issued Request for Proposals #24-30-VP for Pre-/Post-Employment Background Screening & Medical Services (the "RFP"). The RFP was advertised in the legal notices section of the Broward County designated website. The notice was sent to two hundred and twenty-six (226) prospective Proposers via the e-Procurement Marketplace. On August 14, 2024 at 2:00 p.m. EST the RFP due date and time, the Purchasing and Contract Administration Division (the "Division") opened the two (2) responses that were timely received. The responses were reviewed by the Procurement and Contract Administration Division to ensure the submittals met the RFP requirements.

During the evaluation process, prior to the Evaluation Committee meeting, one of the two vendors was deemed non-responsive for failure to submit the proper documentation to verify that the entity was registered with the State of Florida as authorized to do business within the State. The vendor was notified through a memo via email by the Procurement Division of their non-responsiveness.

On Monday, October 21, 2024, the Evaluation Committee Meeting was held to provide a recommendation regarding the remaining proposal. The Evaluation Committee consisted of: Karen Belle-Pierre, Assistant Director of Human Resources; Aneisha Nicholas,

Assistant Director of Community Services; and Joshua Niemann, Assistant Director of Environmental Services.

In summary, the Evaluation Committee is recommending the City Commission approve the ranking and award of a contract to First Choice Research and Investigations, LLC dba First Choice Background Screening. The term of the contract shall be for a period of two years with three additional one-year renewals.

Recommendation

The Department of Human Resources recommends approval.

RESOLUTION NO. 2023/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE AWARD OF REQUEST FOR PROPOSALS 24-30-VP FOR PRE/POST EMPLOYMENT BACKGROUND SCREENING AND MEDICAL SERVICES; APPROVING AND AUTHORIZING EXECUTION OF AN AGREEMENT WITH FIRST CHOICE RESEARCH AND INVESTIGATIONS, LLC D/B/A FIRST CHOICE BACKGROUND SCREENING, THE SOLE RESPONSIVE AND RESPONSIBLE FIRM, FOR A TWO-YEAR TERM WITH THREE ADDITIONAL ONE-YEAR RENEWAL OPTIONS IN AN ANNUAL AMOUNT NOT TO EXCEED \$75,000.00; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, the City issued Request for Proposals No. 24-30-VP (the “RFP”) for Pre/Post Employment Background Screening and Medical Services (the “Services”); and

WHEREAS, the RFP was advertised in the legal notices section of the Broward County designated website for public notices on July 10, 2024, and the notice was sent to 226 prospective respondents via the e-Procurement Marketplace; and

WHEREAS, seven (7) vendors reviewed the RFP documents; and

WHEREAS, on August 14, 2024 at 2:00 p.m., the RFP due date and time, the Purchasing and Contract Division (the “Division”) opened the two responses that were timely received, and reviewed the proposals to ensure they met the RFP requirements; and

WHEREAS, subsequent to the opening of the responses, and prior to the Evaluation Committee meeting, the Division determined one of the two vendors was deemed non-responsive for failure to submit the proper documentation to verify that the entity was registered with the State of Florida as authorized to do business within the State; and

WHEREAS, the evaluation committee members independently reviewed and scored the one responsive response in accordance with the weighted criteria stated in the RFP prior to the first public evaluation committee meeting; and

WHEREAS, the evaluation committee meeting was held on October 21, 2024 to score the response based on the weighted criteria stated in the RFP; and

WHEREAS, following the scoring, the evaluation committee concluded and was unanimous in their decision to make a recommendation to approve the award of the RFP to First Choice Research and Investigations, LLC d/b/a First Choice Background Screening (“First Choice”), and authorize the Interim City Manager to execute an agreement with First Choice for the Services for a two year term, with three one year renewal options, in an annual amount not to exceed \$75,000.00.

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 First Choice, the sole responsive and responsible Proposer to the RFP.

Section 3. The Interim City Manager is hereby authorized to execute an agreement with First Choice for the Services for a two year term, with three one year renewal options, in an annual amount not to exceed \$75,000.00, consistent with the terms of the RFP, together with such additional terms as are acceptable to the Interim 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



Memorandum

TO: Jacqueline Lindsay, Human Resources Director

FROM: Vanessa Pierre-Pajotte, Buyer

THRU: Peggy Cadeaux, Purchasing Manager

DATE: October 29, 2024

RE: **Pre/Post Employment Background Screening & Medical Services, RFP#24-30-VP**

The Procurement and Contract Administration Division issued a Request for Proposals for the Pre/Post Employment Background Screening & Medical Services, RFP#24-30-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 July 10, 2024, the RFP was advertised in the legal notices section of the Broward County Website. The notice was sent to two hundred and twenty-six (226) prospective Proposers via the e-Procurement Marketplace.
- Seven (7) vendors viewed the documents of the RFP.
- Two (2) Addendums were issued to make additions, deletions and changes to the RFP documents.
- On August 9, 2024, the RFP Question Cutoff was extended to August 14, 2024 to allow additional time for proposer to submit their responses.
- On August 14, 2024 at 2:00 p.m. EST, the Procurement and Contract Administration Division closed and unsealed two (2) responses. The responses were reviewed by the Procurement and Contract Administration Division to ensure the submittals met the RFP requirements.
- Subsequently, each member of the Evaluation Committee assigned by the City Manager received their evaluation packages that consisted of: evaluation committee policies and procedures and the evaluation sheets.
- During the Evaluation process, one of the two vendors was deemed non-responsive for failure to submit the proper documentation to verify that the entity was registered with the State of Florida as authorized to do business within the State. The vendor

was notified through a memo via email by the Procurement Division that it was deemed non-responsive to the RFP requirements.

- Each Evaluation Committee Member independently reviewed and scored the one (1) responsive proposal in accordance with the weighted criteria stated in the RFP prior to the initial public Evaluation Committee meeting held on October 21, 2024 at 10:30 a.m. EST.
- On October 21, 2024 at 10:30 a.m. EST, the Evaluation Committee Meeting was held to provide a voice vote for the remaining one (1) proposal received.
- The Evaluation Committee consisted of: Karen Belle-Pierre, Assistant Director of Human Resources; Aneisha Nicholas, Assistant Director of Community Services; Joshua Niemann, Assistant Director of Environmental Services.
- No discussion was initiated by the Committee Members before the voice vote. Joshua Niemann made a motion to recommend to the City Commission, to approve the only proposal (1) left to evaluate. This motion was seconded by Karen Belle-Pierre. The Evaluation Committee was unanimous in their decision.
- Reference checks were conducted on First Choice Research and Investigations, LLC dba First Choice Background Screening 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, the Evaluation Committee is recommending to the City Commission, to approve the ranking and award a contract to First Choice Research and Investigations, LLC d/b/a First Choice Background Screening. The term of the contract shall be for a period of two (2) years with three (3) additional one (1) year renewal.

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

Att. Bid Tabulation Summary, Scope of Services, Ranking Summary.

Event Number	RFP 24-30-VP Addendum 2	Organization	City of Deerfield Beach
Event Title	Pre/Post Employment Background Screening	Workgroup	Purchasing Dept.
Event Description	The City of Deerfield Beach is soliciting sealed bids for the following:	Event Owner	Vanessa Pierre-Pajotte
Event Type	RFP	Email	vpajotte@deerfield-beach.com
Issue Date	7/10/2024 10:09:03 PM (ET)	Phone	(954) 480-4415
Close Date	8/14/2024 02:00:00 PM (ET)	Fax	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
Accurate Investigation Services	Bend	OR	8/6/2024 04:38:01 PM (ET)	15	\$418.06
First Choice Research and Investigations	Davie	FL	8/9/2024 11:04:12 AM (ET)	15	\$602.00

Please note: Lines Responded and Response Total only includes responses to specification. No alternate response data is included.

SECTION VI – SCOPE OF SERVICES

1. Background

- a. The City of Deerfield Beach is a South Florida coastal community of 78,000 residents located in northern Broward County. The City is midway between Fort Lauderdale and West Palm Beach and is neighbored by Boca Raton, Coral Springs and Pompano Beach. This 16.3 square mile community and is home to a diverse residential, commercial and industrial population.
- b. The City of Deerfield Beach currently conducts pre-employment background checks on all new hires. Background checks vary by position, and may include, domestic and international employment verification, verification of post-secondary education, verification of licenses and certifications, credit report, driving record, drug screening (five panel), tuberculin test, chest x-ray, basic physical examination, Department of Transportation (DOT) medical exam, and criminal background investigation, which may require fingerprinting i.e. Volunteer & Employee Criminal History System at Florida Department of Law Enforcement (VECHS/FDLE); Department of Children & Families (DCF), Department of Elder Affairs (DOEA), and Agency for Health Care Administration (ACHA).
- c. The City has approximately 338 full-time employees and approximately 142 part-time employees. The minimum background check conducted on all new hires includes an investigation of criminal history and reference checks. Current City employees are subject to background checks, when promoted to positions that require specific checks, based on the job functions of the new position. Certain 'Safety Sensitive' positions are subject to periodic driving record checks and DOT medical exam.
- d. The City of Deerfield Beach is soliciting proposals from qualified Offerors to provide third-party administration for the City's pre-employment background checks. Offerors should be prepared to professionally administer the City's background checks.

2. Scope of Work

The successful proposer, hereinafter referred to as the Contractor, shall provide background screening services compliant with all applicable federal, state and local legislation pertaining to discrimination, consumer reporting, privacy protection, data security and destruction, and other governing laws, that meets business and hiring needs of the City, and shall include, at a minimum, the following pre-employment background screening services.

a. Criminal History Records

- o National criminal background records search which includes identity verification, social security number trace, address history etc...
- o Federal, state, county and multi-jurisdictions and national criminal background records search to include misdemeanors and felonies, on provided and alias names.
- o Criminal history reports applicable Volunteer & Employee Criminal History System at Florida Department of Law Enforcement (VECHS/FDLE), Department of

Children and Families (DCF), Department of Elder Affairs (DOEA), and Agency for Health Care Administration.

- o Sexual offender and registry search on provided and alias names, from all 50 states.

b. Education, Domestic and International Employment Verification, & Motor Vehicle Records

- o Post-secondary education, verification for confirmation of relevant degrees in all United States and international.
- o Domestic and international employment verification for confirmation of relevant prior employment in all United States and international.
- o Motor vehicle records in all United States.

c. Physicals

- o Department of Transportation (DOT) compliant pre-employment physicals conducted by a certified and approved DOT medical examiner.
- o DOT compliant post-accident physicals conducted by a certified and approved DOT medical examiner.
- o DOT compliant pre-employment drug and alcohol testing conducted by a certified and approved DOT medical examiner.
- o Drug and alcohol testing, non-DOT
- o Tuberculin test, chest x-ray and basic physical examination.

d. Business Operations

- o Clinical facilities with an approved DOT medical examiner on-site daily, during the City's normal business operating hours, Monday – Friday, 8am to 5pm.
- o Clinical facilities with evening operating hours (after 5:00 pm) Monday – Friday, and open on Saturday & Sunday.
- o Available customer service support services for City staff and applicants, normal business operating hours, and Saturday & Sunday.

e. Customer Service

- o Procedures and process in place to allow candidates to formally dispute the accuracy of information provided about them, and method to respond to such disputes.
- o Alternative method to verify employment in a confidential manner, when the applicant has requested not to contact current employer.
- o Provide adequate turnaround time of 24-72 hours for each service and ability to provide notifications of delays.
- o Ability to keep the City abreast of applicable legal changes affecting employment screening
- o Ability to advise, train, or provide materials and resources for educating City staff on legal requirements pertaining to conducting background screening, effective data protection and privacy/security information and/or essential elements of an effective background screening program.

f. Technology

- o Multiple technology platform that provides a variety of secure methods for submitting requests, documents and notification of results, including, but not limited to internet-based tools, mobile access, fax, e-mail, interactive voice response and/or electronic file transfer.
- o Platform which allows applicants the option to enter required personal information or provide consent for checks via secure self-service portal.
- o Platform which allows the City to send personalized e-mails to applicants, so they can fill out forms to initiate the screening process electronically.
- o Platform which allows the City to send personalized pre-adverse and post adverse employment decision correspondence in compliance to federal Fair Credit Reporting Act (FCRA)
- o Provide automated notice and status updates of screening results, and ability to view candidate status.

g. Reporting

- o Provide management reports or ability to run customized reports, showing background checks completed for entire City and broken down by department, division etc. for any time frame specified.
- o Provide or ability to generate turnaround reports for each order that is placed, and or each search that is conducted.

- o Maintenance of current and archived records in a database where information is accessible or available upon request.
- o Retain and provide access to records, according to Rule 60L-29 through 60L-39, Florida Administrative Code, Personnel Rules: Retention 4 anniversary years after personnel action provided and litigation is resolved.

h. Billing

- o Ability to send invoices electronically and notify client of payment status.
- o Ability to access invoices and billing history electronically, with capability of customizing billing statement based on type of screening, cost, department, division etc.

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Ranking Summary Sheet Initial Evaluation Committee Meeting RFP# 24-30-VP Pre/Post Employment Background Screening & Medical Services Initial and Final Evaluation Committee Meeting Date: October 21, 2024 Location: Bernard Adams Municipal Complex					
Firm Name	CHAIR (Non-Voting) Committee Member Name: Peggy Cadeaux	Committee Member Name : Karen Belle-Pierre	Committee Member Name : Aneisha Nicholas	Committee Member Name: Joshua Niemann	Ranking (1, 2, 3)
First Choice Background Screening	N/A	Aye	Aye	Aye	1
* Justification: There was only a single responsive, responsible proposer. In lieu of individual scoring by ballots, the Selection Committee exercised their option via a "Voice Vote" to rank and accept this proposer and have Purchasing submit the Proposed Recommendation of Ranking for approval.					



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2024-611

Agenda Date: 11/19/2024

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 Interlocal Agreement with the City of Deerfield Beach Community Redevelopment Agency regarding administration of the FIND Grant for the Sawgrass to Seagrass Center at Sullivan Park Project; authorizing execution; providing for conflicts, severability, and an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The City of Deerfield Beach (the "City") owns certain real property within the City located west of the Intracoastal Waterway and north of Hillsboro Blvd., known as Sullivan Park ("Sullivan Park"). In 2013, the City of Deerfield Beach CRA (the "CRA") and the City entered into an Interlocal Agreement, whereby the City authorized the CRA to make such improvements to Sullivan Park as are consistent with the CRA Plan, Part III, Chapter 163, Florida Statutes, and which further the goals and objectives of the CRA, and provides for the CRA to coordinate any improvements with the City and pay for all work being undertaken as part of the proposed improvements. Phase 1 of the Sullivan Park improvements was successfully completed.

The CRA has been developing the Sawgrass to Seagrass Center at Sullivan Park Project (the "Project") as part of the CRA's redevelopment plan. The Project is part of the Phase 2 expansion of Sullivan Park to be constructed on CRA property located at 1601 E. Hillsboro Blvd., Deerfield Beach, FL, and the Project is intended to stimulate retail and ecotourism activity in the Cove area.

Invitation to Bid No. 24-10-PC for the Sawgrass to Seagrass Center Project (the "ITB") was issued by the City of Deerfield Beach Purchasing division. On June 11, 2024, the CRA Board approved the award of the ITB to Shiff Construction & Development, Inc. ("Shiff"), the lowest responsive and responsible bidder to the ITB, and authorized execution of an agreement with Shiff for the Project in the amount of \$8,129,671.87.

Current Activity

On March 19, 2024, the City Commission authorized the submission of a Grant Application to the Florida Inland Navigation District ("FIND") in the estimated amount of \$3,460,165.00 to obtain grant funding for the construction of the marine science welcome center component (the "Marine Science Project") of the Sawgrass to Seagrass Center to be located at Sullivan Park (the "Grant"). The CRA and the City were notified that the City was awarded Grant funding for the Marine Science Project, subject to the City's execution of a Grant Agreement with FIND for the Grant.

On November 6, 2024, the City Commission approved and authorized execution of a Grant Agreement with FIND to accept the Grant in an amount not to exceed \$3,360,804.00 for the Marine Science Project (the "Grant Agreement"). The Grant Agreement will reimburse the City for eligible activities to carry out the development of the Marine Science Project. If the Marine Science Project fails to meet these requirements, the project will not be eligible for reimbursement under the Grant. Given that the CRA has contracted for the construction of the Marine Science Center and is funding the Marine Science Project (with assistance from the Grant), the CRA and the City desire to enter into the Interlocal Agreement, enclosed as Exhibit "1", for the CRA to administer the Grant and Grant funding, and implement the Marine Science Project, in compliance with the terms and conditions of the Grant Agreement (the "Interlocal Agreement").

Recommendation

Staff recommends approving and authorizing execution of the Interlocal Agreement with the CRA.

RESOLUTION NO. 2024/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT WITH THE CITY OF DEERFIELD BEACH COMMUNITY REDEVELOPMENT AGENCY REGARDING ADMINISTRATION OF THE FIND GRANT FOR THE SAWGRASS TO SEAGRASS CENTER AT SULLIVAN PARK PROJECT; AUTHORIZING EXECUTION; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City of Deerfield Beach (the “City”) owns certain real property within the City located west of the Intracoastal Waterway and north of Hillsboro Blvd. and known as Sullivan Park (“Sullivan Park”); and

WHEREAS, in 2013, the City of Deerfield Beach CRA (the “CRA”) and the City entered into an interlocal agreement whereby the City authorized the CRA to make such improvements to Sullivan Park as are consistent with the CRA Plan, Part III, Chapter 163, Florida Statutes, and which further the goals and objectives of the CRA, and provide for the CRA to coordinate any improvements with the City and pay for all work being undertaken as part of the proposed improvements; and

WHEREAS, Phase 1 of the Sullivan Park improvements was successfully completed; and

WHEREAS, the CRA has been developing the Sawgrass to Seagrass Center at Sullivan Park project (the “Project”) as part of the CRA’s redevelopment plan; and

WHEREAS, the Project is part of the Phase 2 expansion of Sullivan Park, and the Project is intended to stimulate retail and ecotourism activity in the Cove area; and

WHEREAS, Invitation to Bid No. 24-10-PC for the Sawgrass to Seagrass Center Project (the “ITB”) was issued by the City of Deerfield Beach Purchasing division; and

WHEREAS, on June 11, 2024, the CRA Board approved the award of the ITB to Shiff Construction & Development, Inc. (“Shiff”), the lowest responsive and responsible bidder to the ITB, and authorized execution of an agreement with Shiff for the Project in the amount of \$8,129,671.87; and

WHEREAS, on March 19, 2024, the City Commission approved the submission of a Grant Application to the Florida Inland Navigation District (“FIND”) in the estimated amount of \$3,460,165.00 to obtain grant funding for the construction of the marine science welcome center component (the “Marine Science Project”) of the Sawgrass to Seagrass Center to be located at Sullivan Park (the “Grant”); and

WHEREAS, the CRA and the City were notified that they were awarded Grant funding for the Marine Science Project, subject to the City’s execution of a Grant Agreement with FIND for the Grant; and

WHEREAS, on November 6, 2024, the City approved and authorized execution of a Grant Agreement with FIND to accept the Grant in an amount not to exceed \$3,360,804.00 for the Marine Science Project (the “Grant Agreement”); and

WHEREAS, the Grant Agreement will provide reimbursement for eligible activities to carry out the development of the Marine Science Project; and

WHEREAS, if the Marine Science Project fails to meet the Grant Agreement requirements, the project will not be eligible for reimbursement under the Grant; and

WHEREAS, City staff recommends that the City Commission approve the Interlocal Agreement with the CRA, attached as Exhibit “1”, for the CRA to administer the Grant and Grant funding, and implement the Marine Science Project, in compliance with the terms and conditions of the Grant Agreement (the “Interlocal Agreement”).

WHEREAS, the City Commission finds it to be in the best interest of the City to approve the Interlocal Agreement with the CRA, attached as Exhibit “1”.

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

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

Section 2. The City Commission hereby approves the Interlocal Agreement with the CRA, attached as Exhibit “1”, for the CRA to administer the Grant and Grant funding, and implement the Marine Science Project, in compliance with the terms and conditions of the Grant Agreement.

Section 3. The Mayor and Interim City Manager are hereby authorized to execute the Interlocal Agreement with the CRA, attached as Exhibit “1,” together with such non-substantial changes as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

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

Section 5. All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 6. Should any section or provision of this Resolution or any portion thereof, any paragraph, sentence or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereof as a whole or part thereof other than the part declared to be invalid.

Section 7. 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

**INTERLOCAL AGREEMENT BETWEEN CITY OF DEERFIELD BEACH, FLORIDA
AND CITY OF DEERFIELD BEACH COMMUNITY REDEVELOPMENT AGENCY
REGARDING SULLIVAN PARK PHASE 2 FIND GRANT**

THIS INTERLOCAL AGREEMENT (the “Agreement”) is made and entered into this _____ day of November, 2024, by and between the City of Deerfield Beach, a municipal corporation of the State of Florida (“City”) and the City of Deerfield Beach Community Redevelopment Agency (“CRA”).

WITNESSETH:

WHEREAS, the CRA has been developing the Sawgrass to Seagrass Center at Sullivan Park project (the “Project”) as part of the CRA’s redevelopment plan; and

WHEREAS, the Project is part of the Phase 2 expansion of Sullivan Park, and the Project is intended to stimulate retail and ecotourism activity in the Cove area within the City in the CRA area; and

WHEREAS, on June 11, 2024, the CRA Board approved the award of an ITB to Shiff Construction & Development, Inc. (“Shiff”), the lowest responsive and responsible bidder to the ITB, and authorized execution of an agreement with Shiff for the Project in the amount of \$8,129,671.87 (the “Construction Agreement”); and

WHEREAS, on March 19, 2024, the City approved the submission of a Grant Application to the Florida Inland Navigation District (“FIND”) in the estimated amount of \$3,460,165.00 to obtain grant funding for the construction of the marine science welcome center component (the “Marine Science Project”) of the Sawgrass to Seagrass Center to be located at Sullivan Park (the “Grant”); and

WHEREAS, the CRA and the City were notified that the City was awarded Grant funding for the Marine Science Project, subject to the City’s execution of a Grant Agreement with FIND for the Grant; and

WHEREAS, on November 6, 2024, the City Commission approved and authorized execution of a Grant Agreement with FIND to accept the Grant in an amount not to exceed \$3,360,804.00 for the Marine Science Project (the “Grant Agreement”); and

WHEREAS, the Grant Agreement will reimburse the City for eligible activities to carry out the development of the Marine Science Project; and

WHEREAS, if the Marine Science Project fails to meet these requirements, the project may not be eligible for reimbursement under the Grant; and

WHEREAS, the City and the CRA desire to enter into the interlocal agreement, attached as Exhibit “1”, for the CRA to administer the Grant and Grant funding in compliance with the terms and conditions of this Agreement and the Grant Agreement.

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions set forth herein, the parties hereby agree as follows:

ARTICLE 1
AUTHORITY AND CONDITIONS PRECEDENT

1.1 The above recitals and the findings of fact contained in this Agreement are true and correct and incorporated into this Agreement by this reference.

1.2 This Interlocal Agreement is entered into pursuant to Section 163.387, Florida Statutes, and Section 163.01, Florida Statutes, entitled “Florida Interlocal Cooperation Act of 1969”.

ARTICLE 2
PROJECT ADMINISTRATION

2.1 *Authorization.* The City hereby authorizes the CRA to make certain improvements to Sullivan Park as outlined in the Construction Agreement and the Grant Agreement for the Marine Science Project. The CRA shall coordinate any improvements with the City, shall assure that no liens or encumbrances shall be placed on the property of Sullivan Park, and shall pay for all work being undertaken as part of the proposed improvements.

2.2 *CRA as Project Administrator.* The CRA shall be the Project Administrator of the Marine Science Project and shall be responsible for administering the Grant and Grant funding, and implementing the Marine Science Project, in compliance with the requirements set forth in the Grant Agreement between the City and FIND dated _____, 2024, and attached as Exhibit “A”.

2.2 *Compliance with Grant Agreement.* The CRA shall be responsible for ensuring that the FIND Grant award in an amount not to exceed \$3,360,804.00 is allocated and utilized based upon the requirements of the Grant Agreement, including but not limited to the Project Cost Estimate attached as Exhibit “A” to the Grant Agreement. The CRA shall comply with all applicable reimbursement requirements as set forth in the Grant Agreement. Any and all documentation submitted by the CRA to FIND shall also be submitted to the City’s CFO.

2.3 *Matching Funds.* The CRA hereby acknowledges and agrees that it has submitted the FIND Form #95-01 (Exhibit C Matching Funds Certification) attached to the Grant Agreement evidencing that the matching funds have been earmarked in the CRA Budget and that the CRA is obligated to provide such funding.

2.4 *Payment Documentation.* During the Term of this Agreement, the CRA shall provide the City with documentation of all payments made to the Contractor for the Marine Science Project.

2.5 *Non-compliance.* In the event that CRA fails to adhere to the Grant Agreement requirements and reimbursement by FIND for any or all of the portion of the FIND Grant funding, the CRA shall be financially responsible and obligated for all outstanding costs and expenses associated with the Marine Science Project.

2.6 *Indemnification.* To the extent permitted by law, the CRA shall defend, indemnify and hold the City harmless from any and all causes of action, damages, or liability related to the actions or omissions of the CRA in undertaking improvements to Sullivan Park, including but not limited to improvements to the CRA property located at 1601 E. Hillsboro Blvd, Deerfield Beach, Florida. Nothing in this Agreement shall be deemed or treated as a waiver by the City or the CRA of any immunity to which they are entitled by law, including but not limited to the City's and CRA's sovereign immunity as set forth in Section 768.28, Florida Statutes.

ARTICLE 3 **TERM**

The term of this Agreement shall commence upon execution of this Agreement by both parties and shall continue until all of the requirements of Grant Agreement and this Agreement have been satisfied by the CRA (the "Term").

ARTICLE 4 **NOTICES**

Whenever either party desires to give notice to the other, it must be given in writing, sent by certified United States mail, return receipt requested and addressed to the party for whom it is intended, at the addresses designated below. The place for giving notice shall remain the same unless changed by either party. For the present, the parties designate the following as the respective places for giving notice:

AS TO THE CRA:

Kris Mory, CRA Executive Director
150 NE 2nd Avenue
Deerfield Beach, Florida 33441

AS TO CITY:

City Manager
150 NE 2nd Avenue
Deerfield Beach, FL 33441

ARTICLE 5 **JURISDICTION, VENUE AND GOVERNING LAW**

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement shall be held in Broward County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No Single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 6
MISCELLANEOUS

6.1 NO THIRD-PARTY BENEFICIARIES - Nothing in this Agreement shall be construed or interpreted to give any rights or benefits to anyone other than the CRA and the City.

6.2 WAIVER - No waiver of any provision in this Agreement shall be effective unless it is in writing and signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be continuing or future waiver.

6.3 ENTIRETY OF THE AGREEMENT – The CRA and City agree that this Agreement sets forth the entire agreement between the parties regarding the subject matter in this Agreement and that there are no promises or understandings other than those stated herein. None of the provisions, terms or conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except through written consent and approval of the CRA and City.

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**INTERLOCAL AGREEMENT BETWEEN CITY OF DEERFIELD BEACH, FLORIDA
AND CITY OF DEERFIELD BEACH COMMUNITY REDEVELOPMENT AGENCY**

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: The City Commission of the City of Deerfield Beach, Florida, signing by and through its MAYOR, authorized to execute same on the 19th day of November, 2024, and the City of Deerfield Beach Community Redevelopment Agency, by and through its BOARD, signing by and through its Chair, authorized to execute same by BOARD action on the 12th day of November, 2024.

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

ATTEST:

By: _____
BILL GANZ, MAYOR

HEATHER MONTEMAYOR
CITY CLERK

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY FOR THE USE OF AND
RELIANCE BY THE CITY OF DEERFIELD
BEACH, FLORIDA, ONLY:

ANTHONY C. SOROKA, CITY ATTORNEY

CITY OF DEERFIELD BEACH COMMUNITY
REDEVELOPMENT AGENCY

ATTEST:

By: _____
BILL GANZ, CHAIR

HEATHER MONTEMAYOR, CLERK

APPROVED AS TO FORM:

ANTHONY C. SOROKA, CRA ATTORNEY



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2024-581

Agenda Date: 11/19/2024

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 and authorizing execution of a first amendment to the Contract renewal for fireworks display with Zambelli Fireworks Manufacturing Company related to the Pioneer Days Event in an amount not to exceed \$97,500.00; providing for implementation and an effective date. (Funds from Account #100-720-74000-0000-503569- Pioneer Days & Account #100-720-74000-0000-503574 - Parks and Recreation/Special Events)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$97,500

Account Name: Pioneer Days

Account Number: 100-720-74000-0000-503569

Secondary Account Name: Parks and Recreation/Special Events

Secondary Account Number: 100-720-74000-0000-503574

Background/History

The Parks and Recreation Department (the "Department") utilizes Firework Displays for City events and celebrations, primarily during our Fourth of July Celebration and Pioneer Days events (the "Services"). Therefore, the Department deemed it necessary to seek the services of a qualified firm or individual to provide the services. The City of Deerfield Beach issued a Request for Proposal #21-22-JW Fireworks Display (the "RFP") to solicit vendors for the Services.

Current Activity

On May 1, 2021, the City of Deerfield Beach Commission awarded the contract resulting from RFP #21-22-JW to Zambelli Fireworks Manufacturing, Inc., which contemplated the fireworks being staged from the pier. Due to the ongoing pier renovations that will continue through next year, the fireworks will not be staged from the pier, and we will need to utilize a barge for staging. The cost of the barge for the Pioneer Days celebration is \$45,000.

Next year the City will be celebrating its centennial and there is a desire to increase the show for Pioneer Days. Staff proposes the addition of a drone show and enhanced fireworks. This addition of the drone show will cost \$40,000, and the Fireworks show will cost \$12,500. The drone show will take place simultaneously with the fireworks display during the Pioneer Days event, creating a unique and memorable experience for our community.

We recommend an amendment to the existing contract to allow for the barge, drone show, and additional fireworks for a total cost of \$97,500.

Recommendation

Staff recommends the approval of the requested price increase for the use of the barge, the addition of the drone show and the cost for the aerial fireworks.

RESOLUTION NO. 2024/

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
DEERFIELD BEACH, FLORIDA, APPROVING AND AUTHORIZING
EXECUTION OF A FIRST AMENDMENT TO THE CONTRACT
RENEWAL FOR FIREWORKS DISPLAY WITH ZAMBELLI
FIREWORKS MANUFACTURING COMPANY RELATED TO THE
PIONEER DAYS EVENT IN AN AMOUNT NOT TO EXCEED \$97,500.00;
PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE**

WHEREAS, the City issued Request for Proposals #21-22-JW for Fireworks Display for City Events, including the Fourth of July Event and Pioneer Day Events; and

WHEREAS, on April 26, 2021, the City entered into a contract with Zambelli Fireworks Manufacturing Company (“Zambelli”), the number one ranked firm, to provide firework displays for the City’s Fourth of July and Pioneer Days Events and other City events and celebrations (the “Services”), in accordance with the terms and conditions of the RFP (the “Contract”); and

WHEREAS, the initial Contract term was for three years, beginning May 1, 2021 and expiring April 30, 2024; and

WHEREAS, on April 16, 2024, the City Commission passed and adopted Resolution 2024/057, which approved the first renewal of the Contract and provided for a price adjustment and additional costs for the use of a barge for the Fourth of July event; and

WHEREAS, City staff and the Centennial Committee are planning for the Pioneer Days Event (the “Event”) and desire to have an Aerial Fireworks Display and a 300-unit drone show; and

WHEREAS, the Contract allows the City to require additional services, including the use of a barge for an additional firing site and a change of materials used for a different show, such as a drone show; and

WHEREAS, the additional services related to the drone show will be for an additional cost of \$40,000.00; and

WHEREAS, the Scope of Services set forth in the Contract also provides that in the event that the Deerfield International Fishing Pier (“Pier”) is unavailable, the display shall be from a barge in the Atlantic Ocean in the vicinity of the Pier; and

WHEREAS, for the Event, the Pier will be unavailable due to the planned renovations and the Aerial Fireworks Display will need to be displayed from a barge, which is an additional charge in the amount of \$45,000.00 and the cost of the Aerial Fireworks is \$12,500.00; and

WHEREAS, based upon the need for the additional services for the Event and the use of the barge, the Contract Renewal needs to be amended to reflect the Event costs in an amount not to exceed \$97,500.00 as set forth in Exhibit “A” of the Amendment to the Contract Renewal attached as Exhibit “1”; and

WHEREAS, the City Commission finds it to be in the best interest of the City to approve and authorize the execution of the Amendment to the Contract Renewal to incorporate the Event additional services as set forth in Exhibit “1” (the “Amendment”).

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

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

Section 2. The City Commission hereby approves the Amendment to the Contract Renewal with Zambelli attached as Exhibit “1,” for the Additional Services, in an amount not to exceed \$97,500.00.

Section 3. The Interim City Manager is authorized to execute the Amendment to the Contract Renewal with Zambelli, attached as Exhibit “1,” for the additional services, together with such non-substantial changes as are acceptable to the Interim 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

EXHIBIT 1

FIRST AMENDMENT TO THE CONTRACT RENEWAL FOR FIREWORKS DISPLAY

THIS FIRST AMENDMENT ("Amendment") to the Contract Renewal dated April 25, 2024 (the "Contract Renewal") is made and entered into this ____ day of _____, 2024, by and between the City of Deerfield Beach, a municipal corporation of the State of Florida (the "City") and Zambelli Fireworks Manufacturing Company, a Florida not-for-profit corporation ("Contractor").

RECITALS

WHEREAS, the City and Contractor entered in an agreement for Fireworks Display pursuant to RFP #21-22-JW (the "Contract"); and

WHEREAS, on April 16, 2024, the City Commission passed and adopted Resolution No. 2024/057, which approved the first renewal of the Contract and provided for a price adjustment and additional costs for the use of a barge for the Fourth of July event; and

WHEREAS, City staff along with the Centennial Committee are planning for the Pioneer Days Event (the "Event") and desire to have the Event include not only fireworks, but a 300-unit drone show; and

WHEREAS, the Contract allows the City to require additional services, which includes the use of a barge for an additional firing site or similar type change as well as a change of materials use for a different show, such as a drone show; and

WHEREAS, the additional services relating to the drone show is an additional charge in the amount of \$40,000.00 and the aerial fireworks display cost is \$12,500.00; and

WHEREAS, the Scope of Services set forth in the Contract, also provides that in the event that the Deerfield International Fishing Pier ("Pier") is unavailable, the display shall be from a barge in the Atlantic Ocean in the vicinity of the Pier; and

WHEREAS, for the Event, the Pier will be unavailable due to the planned renovations and the Fireworks Display will need to be displayed from a barge, which is an additional charge in the amount of \$45,000.00; and

WHEREAS, due to the additional services necessary for Event, the Contract needs to be amended to reflect such changes.

NOW, THEREFORE, in consideration of the promises and mutual covenants hereinafter contained, the parties do hereby amend the Agreement dated February 9, 2023 as follows:

1. The above recitals are true and correct and are hereby incorporated herein by reference.

2. The Contract amount for the Pioneer Days Event shall not exceed a total amount of \$97,500, which is based on the Contractor's quote for the Event services, attached as Exhibit "A".
3. Except as otherwise amended in this Amendment, all terms, conditions, and specifications of the original Contract and the Contract Renewal shall remain the same and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have made and executed this First Amendment on the date first written above under the following signatures:

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

ATTEST:

By: _____
Rodney Brimlow, Interim
City Manager

Heather Montemayor, CMC
City Clerk

Approved As To Form And Legal
Sufficiency for the use of and reliance
by the City of Deerfield Beach, FL.,
only.

Anthony C. Soroka, City Attorney

Contractor, Zambelli Fireworks
Manufacturing Company

BY: _____

Print Name: _____

Title: _____

EXHIBIT "A"
CONTRACTOR'S QUOTE

Zambelli

FIREWORKS

***Deerfield Beach
Founders Day
February 15, 2025***



***Tony Sawdey- Project Manager
Zambelli Fireworks
Boca Raton, Florida
218-820-2372***



FIREWORKS PROPOSAL

Show Date: February 15, 2025

All-inclusive Budget and Duration:

1) Aerial Fireworks Display;	\$12,500
2) 300 Unit Drone Show;	\$40,000
3) Barge Costs;	<u>\$45,000</u>
Total Costs:	\$97,500

Insurance Liability Coverage: \$10 Million dollars per incident clause to cover the Fireworks Display. Zambelli uses the highest insurance premium in the industry, only offered to "AAA" rated companies.

Permits: Zambelli Fireworks will work with the local Fire, Police and the environmental groups to secure all needed security and safety plans.

Transportation Liability Coverage: \$5 Million dollars as required by United States Department of Transportation. (DOT)

Workers Compensation: Pyro-technicians will meet all of the requirements of the Workers Compensation Laws of Florida.

Transportation: Fireworks and equipment will be delivered by qualified CDL drivers with Haz-Mat endorsed licenses as required by US DOT.

Personnel: Zambelli Certified Pyro-technicians and Trained Assistants; no subcontractors used.

Safety Procedures: Zambelli Fireworks adheres to all safety regulations. NFPA 1123 code will be strictly enforced.

Terms: Fifty percent down payment upon signing of contract. Balance due upon completion of display, as invoiced by Zambelli.

- In the event the Drone display is not allowed because of Trump's presence at Mar-A Lago The postponement fees would be as follows:
 - If called at up to 5 days before display date there would be a 10% postponement fee
 - If called day of show there would be a 50% postponement fee



Zambelli Fireworks Team

Kacey Woods

Client Services Coordinator
(800) 860-0955 Ext. 1200
1060 Holland Drive Suite J,
Boca Raton, FL 33487
www.zambellifireworks.com

Tony Sawdey

Vice President of Sales
Cell: 218-820-2372
Office: 561-395-0955
tsawdey@zambellifireworks.com



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2024-606

Agenda Date: 11/19/2024

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 and authorizing execution of an agreement with Construction Hydraulics of Lake Worth, Inc. utilizing the City of Boynton Beach's Invitation to Bid No. 022-2516-21 to provide hydraulic cylinder and valve parts and repair services in an amount not to exceed \$80,000.00 for fiscal year 2025; providing for execution and an effective date. (Funds from Account #450-4551-534-38-06 - Material to Maintain Equipment)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$80,000

Account Name: Material to Maintain Equipment

Account Number: 450-4551-534-38-06

Background/History

On a solid waste collection truck, hydraulic cylinders are primarily used to operate the tailgate, lift the trash container, and compress waste within the truck's body. Depending on the truck design and loading mechanism, there are specific cylinder types, including lift cylinders, dump cylinders, ejector cylinders, compactor cylinders, packer cylinders, and tailgate cylinders.

Recently, the City utilized Vector Fleet Management to conduct heavy-duty repairs on our solid waste collection trucks. Hydraulic cylinders and related repairs were provided through the Vector Fleet Management contract. This past June, the contract with Vector Fleet Management expired, and the heavy-duty equipment repairs were transitioned back in-house.

Accordingly, the City needs to procure a vendor to provide the Fleet Management Division with a cost-effective and timely service to repair hydraulic cylinders, valve parts, and repair services for heavy-duty equipment.

Current Activity

The City wishes to enter into an agreement with Construction Hydraulics of Lake Worth, Inc. utilizing the same terms and conditions of the City of Boynton Beach ITB 022-2516-21, where the vendor was selected as the most qualified with respect to cost, expertise, and relevant experience. The contract is currently on its 2nd renewal from 7-7-24 through 7-6-2025 with a one (1) year renewal term remaining. The City's contract term will commence upon execution and ending on September 30, 2025, with the additional one year renewal.

The City has utilized Construction Hydraulics for these services in the past and were pleased with their services. Staff finds that their pricing is competitive.

Recommendation

Staff recommends approving the Agreement with Construction Hydraulics of Lake Worth, Inc.

RESOLUTION NO. 2024/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING AND AUTHORIZING EXECUTION OF AN AGREEMENT WITH CONSTRUCTION HYDRAULICS OF LAKE WORTH, INC. UTILIZING THE CITY OF BOYNTON BEACH'S INVITATION TO BID NO. 022-2516-21 TO PROVIDE HYDRAULIC CYLINDER AND VALVE PARTS AND REPAIR SERVICES IN AN AMOUNT NOT TO EXCEED \$80,000.00 FOR FISCAL YEAR 2025; PROVIDING FOR EXECUTION AND AN EFFECTIVE DATE

WHEREAS, the Department of Sustainable Management Fleet Management Division (the "Division") currently provides for heavy-duty repairs on its solid waste collection truck; and

WHEREAS, the heavy-duty repairs involve valve parts, services for heavy-duty equipment, and the repair of hydraulic cylinders, which are used to operate the tailgate, lift the trash container, and compress waste within the truck's body; and

WHEREAS, the Division has evaluated the in-house services and has determined that it would be more beneficial operationally as well as more cost-effective to obtain the services of a vendor who can provide such repair services; and

WHEREAS, the City's Procurement Code exempts from competitive solicitation requirements procurements utilizing contracts awarded by other governmental agencies and participation in cooperative purchases; and

WHEREAS, the City is seeking to contract with Construction Hydraulics of Lake Worth, Inc. ("Construction Hydraulics") to provide hydraulic cylinder and valve parts and repair services for the Division's solid waste collection fleet (collectively the "Services") utilizing the terms of the City of Boynton Beach Invitation To Bid No. 022-2516-21 and related contract, attached as Exhibit "1", with the current renewal term that expires on July 6, 2025, with the option to renew for one (1) additional one (1) year renewal (the "Boynton Beach Contract"); and

WHEREAS, Construction Hydraulics has agreed to provide the Services to the City based upon the terms and rates of the Boynton Beach Contract, in an amount not to exceed \$80,000.00 Fiscal Year 2025; and

WHEREAS, staff has confirmed that the Boynton Beach Contract is in effect; and

WHEREAS, staff recommends that the City Commission approve and authorize the execution of an agreement with Construction Hydraulics for the Services utilizing the terms and rates of the Boynton Beach ITB and Contractor's Proposal for a term commencing upon execution and ending on September 30, 2025, with one additional one year renewal (the Agreement").

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

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

Section 2. The City Commission hereby approves the Agreement with Construction Hydraulics to provide Hydraulic Cylinder and Value Parts and Repair Services, utilizing the terms of the Boynton Beach ITB, in an amount not to exceed \$80,000.00 for Fiscal Year 2025.

Section 3. The Interim City Manager is hereby authorized to execute the Agreement based upon the terms and conditions of the Boynton Beach ITB, together with such non-substantial changes as are acceptable to the Interim 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

The City of Boynton Beach



*Finance/Procurement Services
100 E. Ocean Avenue
Boynton Beach, FL 33435
P.O. Box 310
Boynton Beach, Florida 33425-0310
Telephone No: (561) 742-6310*

August 8, 2024

Brian Filipowski
Construction Hydraulics of Lake Worth, Inc.
1320 So. J. Terrace
Lake Worth, FL 33460

VIA EMAIL TRANSMITTAL TO: sales@hydraulics.cc

BID: HYDRAULIC CYLINDER AND VALVE PARTS AND REPAIRS

BID No.: 022-2516-21

CURRENT AGREEMENT TERM: ***JULY 7, 2024 – JULY 6, 2025***

Dear Mr. Filipowski:

At the Commission Meeting of July 16, 2024, the City Commission approved the 2nd additional one-year agreement renewal per the agreement for "HYDRAULIC CYLINDER AND VALVE PARTS AND REPAIRS".

The City of Boynton Beach looks forward to working with Construction Hydraulics of Lake Worth, Inc. If you should have any questions, please do not hesitate to contact Taralyn Pratt, Assistant Purchasing Manager by email to prattt@bbfl.us or at (561) 742-6308.

Sincerely,

Taralyn Pratt

Taralyn Pratt
Assistant Purchasing Manager



R21-071

**AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND CONSTRUCTION
HYDRAULICS OF LAKE WORTH, INC.**

THIS AGREEMENT is entered into between the City of Boynton Beach, hereinafter referred to as "the City", and **CONSTRUCTION HYDRAULICS OF LAKE WORTH, INC.**, hereinafter referred to as "**Vendor**", in consideration of the mutual benefits, terms, and conditions hereinafter specified.

1. **PROJECT DESIGNATION.** The Vendor is retained by the City to provide labor, parts, and materials for the maintenance and repairs to its emergency diesel/propane power generators both portable and stationary and by-pass pumps located throughout the City of Boynton Beach.
2. **SCOPE OF SERVICES.** Vendor agrees to perform the services for the maintenance and repairs to the City's emergency diesel/propane power generators both portable and stationary and by-pass pumps located throughout the City of Boynton Beach, including the provision of all labor, materials, equipment and supplies.
3. **TIME FOR PERFORMANCE.** Work under this Agreement shall commence upon the giving of written notice by the City to the Vendor to proceed. Vendor shall perform all services and provide all work product required pursuant to this Agreement.
4. **TERM.** The initial Agreement period shall be for an initial term of two (2) years, commencing on **July 7, 2021 through July 6, 2023**. The City reserves the right to renew the agreement for three (3) one-year renewals subject to vendor acceptance, satisfactory performance as determined by the City, and determination by the City that renewal will be in the best interest of the City. An increase in cost of less than 2% for each extension may be approved by the City administration and does not require Commission approval.
5. **PAYMENT.** The Vendor shall be paid by the City for completed work and for services rendered in accordance with the Schedule of Prices to this Agreement as follows:
 - a. Payment for the work provided by Vendor shall be made promptly on all invoices submitted to the City properly, provided that the total amount of payment to Vendor shall not exceed the total contract price without express written modification of the Agreement signed by the City Manager or designee.
 - b. The Vendor may submit invoices to the City once per month during the progress of the work for partial payment. Such invoices will be checked by the City, and upon approval thereof, payment will be made to the Vendor in the amount approved.
 - c. Final payment of any balance due the Vendor of the total contract price earned will be made promptly upon its ascertainment and verification by the City after the completion of the work under this Agreement and its acceptance by the City.
 - d. Payment as provided in this section by the City shall be full compensation for work performed, services rendered, and for all materials, supplies, equipment and incidentals necessary to complete the work.
 - e. The Vendor's records and accounts pertaining to this Agreement are to be kept available for inspection by representatives of the City and State for a period of three (3) years after the termination of the Agreement. Copies shall be made available upon request.

6. **OWNERSHIP AND USE OF DOCUMENTS.** All documents, drawings, specifications and other materials produced by the Vendor in connection with the services rendered under this agreement shall be the property of the City whether the project for which they are made is executed or not. The Vendor shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with Vendor's endeavors.
7. **COMPLIANCE WITH LAWS.** Vendor shall, in performing the services contemplated by this Agreement, faithfully observe and comply with all federal, state of Florida and City of Boynton Beach, ordinances and regulations that are applicable to the services to be rendered under this agreement.
8. **INDEMNIFICATION.** Vendor shall indemnify, defend and hold harmless the City, its offices, agents and employees, from and against any and all claims, losses or liability, or any portion thereof, including attorney fees and costs, arising from injury or death to persons, including injuries, sickness, disease or death to Vendor's own employees, or damage to property occasioned by a negligent act, omission or failure of the Vendor.
9. **INSURANCE.** The Vendor shall secure and maintain in force throughout the duration of this contract comprehensive general liability insurance with a minimum coverage of \$1,000,000 per occurrence and \$1,000,000 aggregate for personal injury; and \$1,000,000 per occurrence/aggregate for property damage, and professional liability insurance in the amount of \$1,000,000 per occurrence to \$2,000,000 aggregate with defense costs in addition to limits.

Said general liability policy shall name the City of Boynton Beach as an additional named insured and shall include a provision prohibiting cancellation of said policy except upon thirty (30) days prior written notice to the City. Certificates of coverage as required by this section shall be delivered to the City within fifteen (15) days of execution of this agreement.
10. **INDEPENDENT CONTRACTOR.** The Vendor and the City agree that the Vendor is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither Vendor nor any employee of Vendor shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or Social Security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to Vendor, or any employee of Vendor.
11. **COVENANT AGAINST CONTINGENT FEES.** The Vendor warrants that he has not employed or retained any company or person, other than a *bona fide* employee working solely for the Vendor, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a *bona fide* employee working solely for the Vendor any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this contract.

For breach or violation of this warranty, the City shall have the right to annul this contract without liability or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
12. **DISCRIMINATION PROHIBITED.** The Vendor, with regard to the work performed by it under this agreement, will not discriminate on the grounds of race, color, national origin, religion, creed, age, sex or the presence of any physical or sensory handicap in the selection and retention of employees or procurement of materials or supplies.
13. **ASSIGNMENT.** The Vendor shall not sublet or assign any of the services covered by this Agreement without the express written consent of the City.
14. **NON-WAIVER.** Waiver by the City of any provision of this Agreement or any time limitation provided for in this Agreement shall not constitute a waiver of any other provision.

15. TERMINATION.

- a. The City reserves the right to terminate this Agreement at any time by giving thirty (30) days written notice to the Vendor.
- b. In the event of the death of a member, partner or officer of the Vendor, or any of its supervisory personnel assigned to the project, the surviving members of the Vendor hereby agree to complete the work under the terms of this Agreement, if requested to do so by the City. This section shall not be a bar to renegotiations of this Agreement between surviving members of the Vendor and the City, if the City so chooses.

16. DISPUTES. Any disputes that arise between the parties with respect to the performance of this Agreement, which cannot be resolved through negotiations, shall be submitted to a court of competent jurisdiction in Palm Beach County, Florida. This Agreement shall be construed under Florida Law.

17. NOTICES. Notices to the City of Boynton Beach shall be sent to the following address:

Lori LaVerriere, City Manager
City of Boynton Beach
P.O. Box 310
Boynton Beach, FL 33425-0310

Notices to Vendor shall be sent to the following address:

Brian Filipowski, President
Construction Hydraulics of Lake Worth, Inc.
1320 South J Terrance
Lake Worth, FL 33460
Contact # 561-585-6637
Email: sales@hydraulics.cc

18. INTEGRATED AGREEMENT. This agreement, together with attachments or addenda, represents the entire and integrated agreement between the City and the Firm and supersedes all prior negotiations, representations, or agreements written or oral. This agreement may be amended only by written instrument signed by both City and Firm.

19. PUBLIC RECORDS. Sealed documents received by the City in response to an invitation are exempt from public records disclosure until thirty (30) days after the opening of the Bid unless the City announces intent to award sooner, in accordance with Florida Statutes 119.07.

The City is public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

- A. Keep and maintain public records required by the CITY to perform the service;
- B. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat. or as otherwise provided by law;
- C. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Contractor shall destroy all copies of such confidential and exempt records remaining in its possession once the Contractor transfers the records in its possession to the CITY; and

- D. Upon completion of the contract, Contractor shall transfer to the CITY, at no cost to the CITY, all public records in Contractor's possession. All records stored electronically by Contractor must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

E. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

**CRYSTAL GIBSON, CITY CLERK
100 E. OCEAN AVE.
BOYNTON BEACH, FLORIDA, 33435
561-742-6061
GIBSONC@BBFL.US**

20. SCRUTINIZED COMPANIES - 287.135 AND 215.473

By execution of this Agreement, Contractor certifies that Contractor is not participating in a boycott of Israel. Contractor further certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has Contractor been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to Contractor of the City's determination concerning the false certification. Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

21. E-VERIFY

- 21.1 Contractor certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

1) Definitions for this Section:

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

"E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

2) Registration Requirement; Termination:

Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- a) All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including sub-vendors/sub-consultants/sub-contractors) assigned by Contractor to perform work pursuant to the contract with the City of Boynton Beach. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Boynton Beach; and
- c) The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

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"This Agreement will take effect once signed by both parties. This Agreement may be signed by the parties in counterparts which together shall constitute one and same agreement among the parties. A facsimile signature shall constitute an original signature for all purpose."

IN WITNESS WHEREOF, the parties have hereto set their hands and seals on the day and year set forth below their respective signatures.

IN WITNESS WHEREOF, the parties hereto have executed this Contract in multiple copies, each of which shall be considered an original on the following dates:

DATED this 14th day of July, 2021.

CITY OF BOYNTON BEACH

CONSTRUCTION HYDRAULICS OF LAKE WORTH, INC.

Lori LaVerriere
Lori LaVerriere, City Manager

Brian J. Filipowski
(Signature), Authorized Official
BRIAN J. FILIPOWSKI
Printed Name of Authorized Official

Attest/Authenticated:

Mayor Dan T
Title

Crystal Gibson
Crystal Gibson, City Clerk



(Corporate Seal)

Approved as to Form:

James A. Cherof
James A. Cherof, City Attorney

Attest/Authenticated:

Witness
Witness

**City of Boynton Beach
Risk Management Department
INSURANCE ADVISORY FORM**

Under the terms and conditions of all contracts, leases, and agreements, the City requires appropriate coverages listing the City of Boynton Beach as Additional Insured. This is done by providing a Certificate of Insurance listing the City as "Certificate Holder" and "The City of Boynton Beach is Additional Insured as respect to coverages noted." Insurance companies providing insurance coverages must have a current rating by A.M. Best Co. of "B+" or higher. (NOTE: An insurance contract or binder may be accepted as proof of insurance if Certificate is provided upon selection of vendor.) The following is a list of types of insurance required of contractors, lessees, etc., and the limits required by the City: (NOTE: This list is not all inclusive, and the City reserves the right to require additional types of insurance, or to raise or lower the stated limits, based upon identified risk.)

TYPE (Occurrence Based Only)

MINIMUM LIMITS REQUIRED

General Liability	General Aggregate	\$	1,000,000.00
Commercial General Liability	Products-Comp/Op Agg.	\$	1,000,000.00
Owners & Contractor's Protective (OCP)	Personal & Adv. Injury	\$	1,000,000.00
Asbestos Abatement	Each Occurrence	\$	1,000,000.00
Lead Abatement	Fire Damage (any one fire)	\$	50,000.00
Broad Form Vendors	Med. Expense (any one person)	\$	5,000.00
Premises Operations			
Underground Explosion & Collapse			
Products Completed Operations			
Contractual			
Independent Contractors			
Fire Legal Liability			

Professional Liability	Aggregate - \$	1,000,000.00
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Automobile Liability	Combined Single Limit	\$	1,000,000.00
Any Auto			
All Owned Autos			
Hired Autos			
Non-Owned Autos			

Excess Liability	Each Occurrence	to be determined
Umbrella Form	Aggregate	to be determined

Worker's Compensation	Statutory Limits	
Employer's Liability	Each Accident	\$ 1,000,000.00
	Disease, Policy Limit	\$ 1,000,000.00
	Disease Each Employee	\$ 1,000,000.00

Property:		
Homeowners Revocable Permit		\$ 300,000.00
Builder's Risk		Limits based on Project Cost
Installation Floater		Limits based on Project Cost

Other - As Risk Identified	to be determined
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RESOLUTION NO. R21-071

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING AN AWARD OF BID NO. 022-2516-21 FOR "HYDRAULIC CYLINDERS AND VALVE PARTS AND REPAIRS" , AND AUTHORIZE THE CITY MANAGER TO SIGN A CONTRACT WITH CONSTRUCTION HYDRAULICS OF LAKE WORTH, INC., OF LAKE WORTH, FLORIDA FOR AN ESTIMATED ANNUAL EXPENDITURE OF \$65,000.00; AND PROVIDING AN EFFECTIVE DATE.

14 **WHEREAS**, Procurement services opened and tabulated one (1) proposal for the Bid
15 Hydraulic Cylinders and Valve Parts and Repairs; and

16 **WHEREAS**, it has been determined by staff to award the bid to Construction
17 Hydraulics of Lake Worth, Inc., as the low bid; and

18 **WHEREAS**, the low bidder is the City's current vendor and staff is satisfied with their
19 work and their expedient service which is imperative to the Fleet Division; and

20 **WHEREAS**, the initial contract term is for two (2) years, with an option to renew for
21 three (3) one-year terms at the same terms and conditions; and

22 **WHEREAS**, the City Commission of the City of Boynton Beach upon recommendation
23 of staff, deems it to be in the best interest of the citizens of the City of Boynton Beach to award
24 Bid No. 022-2516-21 for "Hydraulic Cylinders and Valve Parts and Repairs" and authorize the
25 City Manager to sign a contract with Construction Hydraulics of Lake Worth, Inc. of Lake
26 Worth Florida for an estimated annual expenditure of \$65,000.00.

27 **NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF**
28 **THE CITY OF BOYNTON BEACH, FLORIDA, THAT:**

29 **Section 1.** The foregoing "Whereas" clauses are hereby ratified and confirmed as
30 being true and correct and are hereby made a specific part of this Resolution upon adoption.

31 **Section 2.** The City Commission of the City of Boynton Beach, Florida, hereby
approves the award of Bid No. 022-2516-21 for "Hydraulic Cylinders and Valve Parts and
S:\CA\RESO\Agreements\Award Bid and Contract to Construction Hydraulics of Lake Worth - Reso.docx

32 Repairs” and authorize the City Manager to sign a contract with Construction Hydraulics of
33 Lake Worth, Inc. of Lake Worth Florida for an estimated annual expenditure of \$65,000.00. A
34 copy of the Contract is attached hereto as Exhibit “A”.

35 **Section 3.** That this Resolution shall become effective immediately.

36 **PASSED AND ADOPTED** this 6th day of July, 2021.

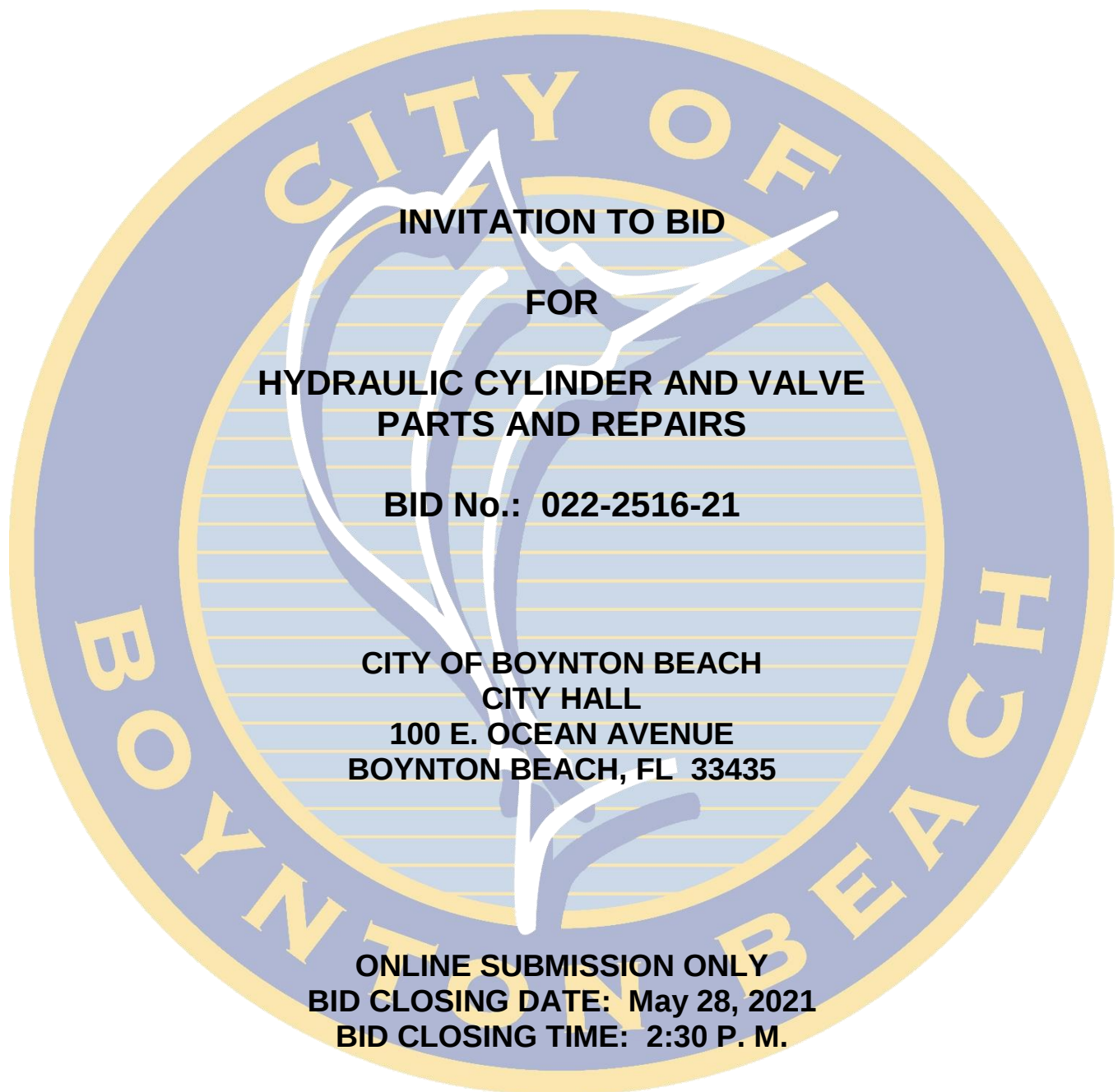
37	CITY OF BOYNTON BEACH, FLORIDA	YES	NO
38			
39			
40	Mayor – Steven B. Grant	☒	☐
41			
42	Vice Mayor – Woodrow L. Hay	☒	☐
43			
44	Commissioner – Justin Katz	☒	☐
45			
46	Commissioner – Christina L. Romelus	☒	☐
47			
48	Commissioner – Ty Penserga	☒	☐
49			
50	VOTE	<u>5-0</u>	

51 ATTEST:

52 
53
54 Crystal Gibson, MMC
55 City Clerk

56
57
58 (Corporate Seal)





THE DEADLINE FOR QUESTIONS CONCERNING THIS BID IS:
MAY 18, 2021 @ 2:00 P.M.



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Submittal of General Information, Procurement Forms and Documents To be Completed and Uploaded Online

Bid Form.	
Bid Proposal.....	
Bidder's Qualification Statement.	
Anti-Kickback Affidavit.....	
Non-Collusion Affidavit.....	
Certification Pursuant to Florida STATUTE § 287.135	
E-Verify Form.....	
 Draft Contract / Agreement.....	 C-1–C-6
 Insurance Advisory Form.....	

The City of Boynton Beach



Finance/Procurement Services
100 E. Ocean Avenue
Boynton Beach, FL 33435
P. O. Box 310
Boynton Beach, Florida 33425-0310
Telephone: (561) 742-6323

INVITATION TO BID FOR HYDRAULIC CYLINDER AND VALVE PARTS AND REPAIRS BID No.: 022-2516-21

Electronic bids shall be received by the bidding system up until: **May 28, 2021; No Later Than 2:30 P.M. (Local Time).**

All BID's received will be publicly opened and acknowledge of receipt. Bid's received after the assigned date and time are not permitted by the bidding system. For the above reasons, it is recommended that bidder's allow sufficient time to complete your online Submission and to resolve any issues that may arise. The closing time and date shall be determined by the Bidding System's web clock.

ATTENTION, ALL INTERESTED RESPONDENTS:

To obtain documents online please visit Boynton-beach.bidsandtenders.net. Documents are not provided in any other manner.

SCOPE OF SERVICES:

The City of Boynton Beach is seeking a qualified Bidder for the repair of malfunctioning hydraulic cylinders and valves and miscellaneous parts for mobile and industrial equipment. Parts and repairs include, but are not limited to, cylinders, controls, motors, pumps, valves, and/or components. Repairs and parts will be ordered on an "As Needed Basis".

LOBBYING / CONE OF SILENCE:

Consistent with the requirements of Chapter 2, Article VIII, Lobbyist Registration, of the Palm Beach County Code of Ordinances, Boynton Beach imposes a Cone of Silence. A cone of silence shall be imposed upon each competitive solicitation as of the deadline to submit the proposal, bid, or other response and shall remain in effect until City Commission awards or approves a contract, rejects all bids or responses, or otherwise takes action that ends the solicitation process. While the cone of silence is in effect, no proposer or its agent shall directly or indirectly communicate with any member of City Commission or their staff, the Manager, any employee of Boynton Beach authorized to act on behalf of Boynton Beach in relation to the award of a particular contract or member of the Selection Committee in reference to the solicitation, with the exception of the Purchasing Manager or designee. (Section 2-355 of the Palm Beach County Code of Ordinances.) Failure to abide by this provision may serve as grounds for disqualification for award of contract to the proposer. Further, any contract entered into in violation of the cone of silence shall render the transaction voidable.

The cone of silence shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before Selection Committees, contract negotiations during any public meeting, presentations made to the City Commission, and protest hearings. Further, the cone of silence shall not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence with Boynton Beach as may be permitted by the competitive solicitation. Additionally, the cone of silence shall not apply to any purchases made in an amount less than the competitive solicitation threshold set forth in the Purchasing Manual.

PUBLIC RECORDS DISCLOSURE:

Pursuant to Florida Statutes §119.07, sealed Bids, Proposal or Responses received by the City in response to a Request for Qualification or Invitation to Bid are exempt from public records disclosure requirements until the City provides a notice of decision or thirty (30) days after the opening of the Proposals/Bids. If the City rejects all Responses submitted in accordance with a Request for Proposal/Qualification or Invitation to Bid, and the City concurrently provides notice of its intent to reissue the competitive solicitation, the rejected Responses remain exempt from public disclosure until such time as the City provides notice of a decision or intended decision concerning the competitive solicitation or until the City withdraws the reissued competitive solicitation. A Bid, Proposal, Response or reply is not exempt for longer than twelve (12) months after the initial City notice rejecting all Bids, Proposals, or replies.

Questions related to this Bid are to be submitted to the Purchasing representative through the Bidding System only by clicking on the "Submit a Question" button for this specific Solicitation.

CITY OF BOYNTON BEACH

**INVITATION TO BID
FOR
HYDRAULIC CYLINDER AND VALVE PARTS AND REPAIRS
BID No.: 022-2516-21**

BID SPECIFICATIONS

The City of Boynton Beach is seeking a source to provide the Public Works/Fleet Management Department with a cost effective and timely service for the repair of hydraulic cylinders, valves, controls, motors, and pumps for mobile and industrial equipment including related parts, repair kits and/or components.

It is the intention of the City of Boynton Beach to award this bid as specified to a source that will give **prompt and efficient service for parts and repairs**. Any failure on the part of the successful bidder(s) to comply with these conditions may be cause for cancellation of an order and/or immediate termination of awarded Bid

Please indicate either a YES or NO next to each item agreeing to meet the specification. If exception is taken (alternatives), the bidder must explain using the COMMENTS section of the online bidding System. Bidder must complete and submit this bid specifications “check-off” list electronically through the bidding system in order for the bid proposal to be considered complete and acceptable.

The successful bidder shall provide services in accordance with the following conditions and specifications:

- A. _____ Items for repair (e.g., hoses and cylinders) shall be picked up within twenty-four hours and returned forty-eight hours after pick-up.
- B. _____ Priority work assignments are necessary for all “Fire and Life Safety” resources.
- C. _____ The City fleet contains units with small single action cylinders on lawn mowers to double action multi-stage cylinders on garbage compaction units.
- D. _____ Valve bodies can be single or multi-function.
- E. _____ The City fleet contains both American standard and metric sizes.
- F. _____ Fleet service technicians will remove and replace all minor and major components.
- G. _____ Vendor will supply lubricants, materials and parts needed. The price of the materials sold to the City shall be based on the vendor’s cost of the actual items. Vendor’s proposed percentage to be added to wholesale cost plus shipping. Copies of invoices for materials to be provided with invoices/statements issued to City for labor and materials.
- H. _____ Vendor will have personnel on duty Monday through Friday for routine service work.
- I. _____ All repairs and service work will be randomly inspected by Fleet Maintenance to assure quality, safety, and serviceability.
- J. _____ Vendor will provide pick-up and delivery service to and from Public Works, Fleet Maintenance Shop, 222 NE 9th Avenue, Boynton Beach, FL 33435. Fleet

Maintenance will have the option to transport parts to and from Fleet to expedite repairs.

- K. _____ All bid prices are F.O.B. Fleet Maintenance, 222 NE 9TH Avenue, Boynton Beach, FL, 33435.
- L. _____ The Fleet Maintenance Department hours of operation are Monday through Friday from 6:30 A.M. to 4:30 P.M.
- M. _____ Vendor will assume all costs related to environmental fluid disposal.
- N. _____ Vendor will capture and properly dispose of all waste petroleum products at vendor's service facility.
- O. _____ All replaced parts will be properly recycled through approved waste management.
- P. _____ Vendor will maintain an inventory of proper service tools and parts required for routine service and repair work.
- Q. _____ Vendor will provide the correct grade of lubricants required by equipment manufacturer for all service and/or repair work.
- R. _____ All work will be performed on an **"As Needed Basis."**
- S. _____ Vendor will provide detailed invoicing to Fleet Maintenance Supervisor for each repair/service providing Fleet with the information to update repair and service history records for equipment.

Bidder must submit this Bid Specifications "check-off" through the City's online bidding system Bids & Tenders for the bid to be considered complete and acceptable.



**INVITATION TO BID
FOR
HYDRAULIC CYLINDER AND VALVE PARTS AND REPAIRS
BID No.: 022-2516-21**

SECTION 1 – INSTRUCTIONS TO BIDDERS

1. Electronic Invitation to Bid shall be received by the City's e-Procurement bidding system no later than: **May 28, 2021 No Later Than 2:30 PM (Local Time)**.
2. Late responses are not permitted by the bidding system. It shall be the sole responsibility of the Bidder to have their BID submittal submitted online.
3. Bidders shall acknowledge receipt of any addenda through the Bidding System by checking a box for each addenda and any applicable attachment.
4. It is the responsibility of the Bidder to have received all Addenda that are issued. Bidders should check online at Boynton-beach.bidsandtenders.net prior to submitting their Submittal and up until the BID closing time and date in the event additional addenda are issued.
5. To obtain documents online please visit Boynton-beach.bidsandtenders.net. You may preview the BID documents with a Preview Watermark prior to registering for the opportunity. Documents are not provided in any other manner.
6. ELECTRONIC BID SUBMISSIONS ONLY, shall be received by the Bidding System. Hardcopy submissions are not permitted.
7. Bidders are cautioned that the timing of their Submittal Submission is based on when the Bid is RECEIVED by the Bidding System, not when a Submittal is submitted, as the Submittal transmission can be delayed due to file transfer size, transmission speed, etc.
8. For the above reasons, it is recommended that sufficient time to complete your Bid Submission and to resolve any issues that may arise. The closing time and date shall be determined by the Bidding System's web clock.
9. Bidders should contact bids&tenders support listed below, at least twenty-four (24) hours prior to the closing time and date, if they encounter any problems. The Bidding System will send a confirmation email to the Bidder advising that their submittal was submitted successfully. If you do not receive a confirmation email, contact bids&tenders support at support@bidsandtenders.net.
10. Late Submittal Responses are not permitted by the Bidding System.
11. To ensure receipt of the latest information and updates via email regarding this request for qualification, or if a Bidder has obtained this Solicitation from a third party, the responsibility is on the Bidder to create a Bidding System Vendor account and register as a Plan Taker for the Solicitation.
12. All expenses for making BID responses to the City are to be borne by the Bidder.

13. A sample draft agreement that the City intends to execute with the successful firm(s) is contained within this Invitation to Bid for review. The City reserves the right to modify the contract language prior to execution. The actual scope of services and consulting fees will be negotiated following selection of the top firm(s).
14. Each Bidder, by submission of an BID response, acknowledges that in the event of any legal action challenging the award of a BID; damages, if any, shall be limited to the actual cost of the preparation of the BID.

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**INVITATION TO BID
FOR
HYDRAULIC CYLINDER AND VALVE PARTS AND REPAIRS
BID No.: 022-2516-21**

SECTION 2 – GENERAL CONDITIONS FOR BIDDERS

1. **FAMILIARITY WITH LAWS:** The Bidder is presumed to have full knowledge of and be in compliance with all Federal, State, and Local laws, ordinances, rules, and regulations that in any manner affect the equipment and the services provided to the City. Ignorance on the part of the Bidder will in no way relieve Bidder of responsibility to adhere to such regulations.
2. **BID FORMS:** The Bidder will submit a BID on the BID forms provided. All BID prices, amounts and descriptive information must be legibly entered. The Bidder must state the price and the time of delivery for which they propose to deliver the equipment or service requested. The Bidder IS required to be licensed to do business as an individual, partnership, or corporation in the State of Florida. All BID forms must be executed and submitted for easy identification. BIDs not submitted on BID forms herein may be rejected. All BIDs are subject to the conditions specified within this solicitation document. BIDs which do not comply with these conditions are subject to rejection.
3. **EXECUTION OF BID:** BID must contain a manual signature of an authorized representative in the space provided on all affidavits and proposal sheets.
4. **NO SUBMITTAL:** A NO SUBMITTAL response can be submitted online through the e-Procurement bidding system.
5. **BID DEADLINE:** It is the Bidder's responsibility to assure that the BID is submitted electronic by or at the proper time and date prior to the BID deadline. Late Submittal Responses are not permitted by the Bidding System
6. **RIGHT TO REJECT BID:** The City reserves the right to reject any or all bids, to waive technical errors, or to accept a portion of any bids that are deemed to be the most responsive, responsible bidder(s) which represents the most advantageous bid to the City. In determining the "most advantageous bid", price, quantifiable factors, and other factors are considered. Such factors include but are not limited to specifications; delivery requirements; the initial purchase price; life expectancy; cost of maintenance and operation; operating efficiency; training requirements; disposal value; and other factors contributing to the overall acquisition cost of an item. Consideration may be given, but is not necessarily limited to conformity to the specifications; including timely delivery; product warranty; a bidder's proposed service; ability to supply and provide service; delivery to required schedules and past performances in other contracts with the City or other government entities.
7. **RENEWAL:** The Finance Director may renew the contract, at the same terms, conditions, and prices, for **three (3) one-year renewal periods** subject to vendor acceptance, satisfactory performance and determination that renewal will be in the best interest of the City. Bid prices are to be firm for a period of two years from date of bid award.
8. **RIGHTS OF THE CITY:** The City expressly reserves the right to:
 - A. Waive as an informality, minor deviations from specifications at a lower price than the most responsive, responsible bidder meeting all aspects of the specifications and consider it, if it is determined that total cost is lower and the overall function is improved or not impaired;

- B. Waive any defect, irregularity or informality in any bid or bidding procedure;
 - C. Reject or cancel any or all bids;
 - D. Reissue an Invitation to Bid;
 - E. Extend the bid deadline time and date;
 - F. Procure any item by other means;
 - G. Increase or decrease the quantity specified in the Invitation to Bid;
 - H. Consider and accept an alternate bid as provided herein when most advantageous to the City.
9. STANDARDS: Factors to be considered in determining whether the standard of responsibility has been met include whether a prospective bidder has:
- A. Available the appropriate financial, material, equipment, facility and personnel resources and expertise, or the ability to obtain such, necessary to indicate its capability to meet all contractual requirements;
 - B. A satisfactory record of performance;
 - C. A satisfactory record of integrity;
 - D. Qualified legally to Contract within the State of Florida and the City of Boynton Beach;
 - E. Supplied all necessary information in connection with the inquiry concerning responsibility.
10. INFORMATION AND DESCRIPTIVE LITERATURE: Bidders must furnish all information requested in the spaces provided on the bid form. Further, as may be specified elsewhere, each bidder must submit for bid evaluation cuts, sketches, and descriptive literature and technical specifications covering the products offered. Reference to literature submitted with a previous bid or on file with the buyer will not satisfy this provision.
11. INTERPRETATIONS: Any questions concerning conditions and specifications should be directed to the Purchasing representative through the Bidding System only by clicking on the "Submit a Question" button for this specific BID no later than ten (10) days prior to the BID deadline. Inquiries must reference the date by which the BID is to be received.
12. CONFLICT OF INTEREST: The award hereunder is subject to all conflict of interest provisions of the City of Boynton Beach, Palm Beach County, of the State of Florida.
13. SUBCONTRACTING: If a bidder subcontracts any portion of a Contract for any reason, the bidder must state the name and address of the subcontractor and the name of the person to be contacted on the attached "Schedule of Subcontractors". The City of Boynton Beach reserves the right to accept or reject any or all bids wherein a subcontractor is named and to make the award to the bidder, who, in the opinion of the City, will be in the best interest of and/or most advantageous to the City. The City also reserves the right to reject a bid of any bidder if the bid names a subcontractor who has previously failed in the proper performance of an award or failed to deliver on time Contracts of a similar nature, or who is not in a position to perform properly under this award. The City reserves all rights in order to make a determination as to the foregoing.
14. ADDENDA: From time to time, the City may issue an addendum to change the intent or to clarify the meaning of the Contract documents. Since all addenda are available to Bidder's through the City's e-Procurement system Boynton-beach.bidsandtenders.net, it is the responsibility of each Bidder to have receive ALL addenda that are issued. Bidders should check online at Boynton-beach.bidsandtenders.net prior to submitting their bid and up until the bid closing time and date in the event additional addenda are issued. If a Bidder submits their bid prior to the BID closing time and date and an addenda have been issued, the Bidding System shall WITHDRAW the Bidder's submission and the submittal status will change to an INCOMPLETE STATUS and Withdraw the Bid Proposal. The Bidder can view this status change in the "MY BIDS" section of the Bidding System.

The Bidder is solely responsible to:

- make any required adjustments to their Bid; and
- acknowledge the addenda; and
- Ensure the re-submitted Bid is RECEIVED by the Bidding System no later than the stated bid closing time and date

15. ADDITIONAL QUANTITIES: The City reserves the right to acquire additional quantities of the bid products or services at the prices bid in this invitation. If additional quantities are not acceptable, the bid sheets must be noted **"BID IS FOR SPECIFIED QUANTITY ONLY"**.
16. SAMPLES: Samples of items, when called for, must be furnished free of expense, and if not used, tested or destroyed, upon request, will be returned at the bidder's expense. Request for the return of samples may be made within ten (10) days following the bid deadline. Each individual sample must be labeled with the bidder's name, manufacturer's brand name and number, and item reference.
17. DEMONSTRATIONS: Performance of the equipment/services upon request can be deemed a part of the evaluation process in determining the award of bidder. Demonstrations of the merits of the equipment/services that meet City requirements shall be requested by Procurement Services. Equipment demonstrated shall be a minimum of one (1) year old. All required staff, to be assigned per the individual bid product or service application, will form the Bid Award Committee to evaluate and submit a group award recommendation. The City reserves the right to make separate and independent awards based on its needs and the combined evaluation results.
18. ESCALATOR CLAUSE: Any bid which is submitted subject to an escalator clause will be rejected.
19. EXCEPTIONS: Incorporation in a bid of exceptions to any portion(s), of the Contract documents may invalidate the bid. Exceptions to the Technical and Special Provisions shall be clearly and specifically noted in the bidder's proposal on a separate sheet marked **"EXCEPTIONS TO THE SPECIFICATIONS"** and this sheet shall be attached to the bid. The use of bidder's standard forms, or the inclusion of manufacturer's printed documents shall not be construed as constituting an exception within the intent of the Contract documents.
20. ALTERNATES: Where a base bid is provided for, the bidder shall submit a bid on the base bid and may exercise their own prerogative in submitting a bid on alternate items. The Owner reserves the right to accept or reject the alternates or base bid or any combination thereof. The Owner, or a representative, further reserves the unqualified right to determine whether any particular item or items of material, equipment, or the like, is an approved equal, and reserves the unqualified right to a final decision regarding the approval or rejection of the same.
21. NONCONFORMANCE TO CONTRACT CONDITIONS: Items may be tested for compliance with specifications under the direction of appropriate testing laboratories. The data derived from any tests for compliance with specifications are public records and open to examination thereto in accordance with Chapter 119, Florida Statutes. Items delivered not conforming to specifications may be rejected and returned at vendor's expense. These items and items not delivered as per delivery date in the bid and or Purchase Order may result in the bidder being found in default in which event any and all procurement costs may be charged against the defaulted Contractor. Any violation of these stipulations may also result in the vendor's name being removed from the City of Boynton Beach's vendor mailing list.
22. DISPUTES: In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the City Manager shall be final and binding on both parties.
23. ANTITRUST CAUSE OF ACTION: In submitting a bid to the City of Boynton Beach, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the City of Boynton Beach all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Boynton Beach. At the City of Boynton Beach's discretion, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the bidder.
24. GOVERNMENTAL RESTRICTIONS: In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the successful bidder to notify the City at once, indicating in a letter the specific regulation which required an alteration. The City reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Contract at no expense to the City.

25. LEGAL REQUIREMENTS: Federal, State, County, and City laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder will in no way be a cause for relief from responsibility.
26. ON PUBLIC ENTITY CRIMES – All Invitations to Bid as defined by Section 287.012(11), Florida Statutes, requests for proposals as defined by Section 287.012(16), Florida Statutes, and any contract document described by Section 287.058, Florida Statutes, shall contain a statement informing persons of the provisions of paragraph (2)(a) of Section 287.133, Florida Statutes, which reads as follows:
- “A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract or provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list”.
27. SCRUTINIZED COMPANIES LISTS Florida Statutes Section 287.135: By submission of this BID, bidder certifies that bidder is not participating in a boycott of Israel. Bidder further certifies that Bidder is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has Bidder been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to Bidder of the City's determination concerning the false certification. Bidder shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, Bidder shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Bidder does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.
28. NON-COLLUSION AFFIDAVIT: Each Bidder shall complete the Non-Collusion Affidavit Form and shall submit the form with their Proposal. The City considers the failure of the Bidder to submit this document to be a major irregularity, and may be cause for rejection of the Proposal.
29. TRADE SECRET: Any language contained in the Bidder's Proposal purporting to require confidentiality of any portion of the Proposal, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Bidder submits any documents or other information to the City which the Bidder claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 (Public Records Laws), the Bidder shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Bidder must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Bidder's Proposal constitutes a Trade Secret. The City's determination of whether an exemption applies shall be final, and the Bidder agrees to defend, indemnify, and hold harmless the City its officers, employees, volunteers, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records . Proposals purporting to be subject to copyright protection in full or in part will be rejected.
- EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR PROPOSAL AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR PROPOSAL OR ANY PART THEREOF AS COPYRIGHTED.
30. ANTI-KICKBACK AFFIDAVIT: Each Bidder shall complete the Anti-Kickback Affidavit Form and shall submit this form with their Proposal. The City considers the failure of the Bidder to submit this document to be a major irregularity, and may be cause for rejection of the Proposal.

31. CONFIRMATION OF MINORITY-OWNED BUSINESS: It is the desire of the City of Boynton Beach to increase the participation of minority-owned businesses in its contracting and procurement programs. While the City does not have any preference or set-aside programs in place, it is committed to a policy of equitable participation for these firms. Therefore, each Bidder shall complete the Confirmation of Minority-Owned Business Form and shall submit the form with its Bid/Proposal
32. ADVERTISING: In submitting a bid, the bidder agrees not to use the results as a part of any commercial advertising. Violation of this stipulation may be subject to action covered under “**NONCONFORMANCE WITH CONTRACT CONDITIONS**”.
33. ASSIGNMENT: Any Purchase Order issued pursuant to this bid invitation and the funds which may be come due hereunder are not assignable except with the prior written approval of the City.
34. LIABILITY: The selected bidder(s) shall hold and save harmless the City of Boynton Beach, Florida its officers, agents, volunteers and employees from liability of any kind in the performance of this Contract. Further, the selected bidder(s) shall indemnify, save harmless and undertake the defense of the City, its City Commissioners, agents, servants an employees from and against any and all claims, suits, actions, damages, or causes of action arising during the term of this Contract, for any personal or bodily injury, loss of life, or damage to property arising directly or indirectly from bidder's operation pursuant to this Contract and from and against all costs, counsel fees, expenses and liabilities incurred in an about any such claims, the investigation thereof, or the defense of any action or proceedings brought thereon, and from and against any orders or judgments which may be entered therein. The City shall notify the bidder within ten (10) days of receipt by the City of any claim, suit or action against the City arising directly or indirectly from the operations of the bidder hereunder, for which the City may be entitled to a claim or indemnity against the bidder, under the provisions of this Contract. Bidder shall have the right to control the defense of any such claim suit or actions. The bidder shall also be liable to the City for all costs, expenses, attorneys' fees and damages which may be incurred or sustained by the City by reason of the bidder's breach of any of the provision of the contract. Bidder shall not be responsible for negligent acts of the City or its employees.
35. PURCHASING AGREEMENT WITH OTHER GOVERNMENTAL ENTITIES: If a Bidder is awarded a contract as result of this Bid, Bidder will, if Bidder has sufficient capacity or quantities available, provide to other Florida governmental agencies so requesting, the products or services awarded in accordance with the terms and conditions of the Invitation to Bid and resulting award.
36. AWARD OF CONTRACT: The low monetary bid will NOT in all cases be awarded the Contract or Purchase Order. Contracts or Purchase Orders will be awarded by the City to the most responsive, responsible bidder whose bid represents the most advantageous bid to the City, price and other factors considered. Evaluation of bids will be made based upon the evaluation factors and standards set forth herein. The City reserves the right to reject any and all bids and to waive technical errors as set forth herein. In the event of a Court challenge to an award by any bidder, damages, if any, resulting from an award shall be limited to actual bid preparation costs incurred by the challenging bidder. In no case will the award be made until all necessary investigations have been made into the responsibility of the bidder and the City is satisfied that the most responsive, responsible bidder is qualified to do the work and has the necessary organization, capital and equipment to carry out the required work within the time specified.
37. AS SPECIFIED: A Purchase Order will be issued to the successful bidder with the understanding that all items/services delivered must meet the specifications herein. Items/services delivered not as specified, will be returned at no expense or penalty to the City of Boynton Beach.
38. DELIVERY: Prices shall be quoted F.O.B. Boynton Beach, Florida. F.O.B. destination indicates that the seller is responsible for the shipment until it reaches its destination. Any and all freight charges are to be included in the bid total. The bidder's invoice payment terms must be shown.
39. WARRANTY REQUIREMENTS: Each item, including all components and all installed accessories and equipment, shall be guaranteed by the bidder to be free of defective parts and workmanship. This warranty shall be for a period of 365 days or the time designated in the standard factory warranty, whichever is longer. The warranty will be the same as that offered to the commercial trade and shall be

honored by any of the manufacturer's authorized dealers. Warranty will cover parts, labor and any necessary shipping. Warranty repairs may be accomplished on City property, if space is available; this will be at the sole discretion of the City. Contact Procurement Services for permission to perform warranty service on City property. Warranty to start at the time of acceptance by the City; however, in cases where vehicles or equipment are not immediately placed in service, the bidder will provide a delay of warranty start-up time. The period of warranty delay will be coordinated by Procurement Services.

40. **PRICES, TERMS AND PAYMENT:** Firm prices shall be quoted, typed or printed in ink, and include all packing, handling, shipping charges and delivery to the destination shown herein. Bidder is requested to offer a cash discount for prompt invoice payment. Discount time will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the office specified, whichever is later.

Upon delivery, the City shall make final inspection. If this inspection shows that the equipment/service has been delivered/performed in a satisfactory manner in accordance with the specifications, the City shall receive the same. Final payment due the bidder shall be withheld until visual inspection is made by the **Utilities or Facilities Departments** and merits of performance evaluated. This total acceptance will be done in a reasonable and timely manner. Acceptance shall not exceed thirty (30) days. If any equipment/service has to be rejected for any reason, the bidder shall be required to pick up the equipment, accomplish the necessary repairs and return the equipment to the City. Warranty repairs may be accomplished on City property if space is available; this will be at the discretion of the City. Title to or risk loss or damage to all items shall be the responsibility of the bidder, unless such loss or damages have been proven to be the result of negligence by the City.

- A. **TAXES:** Do not include State or Federal taxes. Not applicable to municipalities.
 - B. **MISTAKES:** Bidders are expected to examine the specifications, delivery schedule, bid prices, extensions and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk.
 - C. **DISCOUNTS:** Will be considered in determining the lowest net cost.
 - D. **CONDITION AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current production model at the time of this bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.
 - E. **SAFETY STANDARDS:** Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall carry U.L. approval and reexamination listing where such has been established.
41. **TIME OF DELIVERY: N/A** The bidder shall state in the bid the time of delivery of the equipment. Time is of importance to the City and the bidder is hereby notified that the date of delivery will be considered as a factor in the evaluation of the bids. Concurrent to delivery of equipment, the items listed below shall be supplied for each different type or size of equipment and all bodies and accessory equipment installed or furnished. All of these manuals must be delivered with the equipment and normal delivery cannot be accepted until all items listed are supplied.
- 1. **Operator's Manuals – Two (2) copies.** These manuals shall provide complete operating instructions and routine lubrication and servicing instructions normally expected of the operator.
 - 2. **Maintenance and Overhaul (Shop) Manuals – Two (2) copies.** These manuals shall provide complete lubricating and servicing instructions normally not expected of the operator, plus complete maintenance and overhaul instructions required of shop disassembly, inspection, rework test, reinstallation, and provide information on limits, tolerances and torque values. These shall normally include fully illustrated parts break-down for all parts and components.
 - 3. **Parts Manuals or Parts Lists – Two (2) copies.** These items must cover each part of the component used in the supplied equipment.

4. Wiring and Piping Diagrams and brand names and part numbers of all component parts of equipment and items installed or furnished and not covered in the Manuals – Two (2) copies.
5. Manufacturer's Descriptive Literature, Drawings, and Specifications. Also, furnish factors for safety and toppling and for vehicle strength under worst conditions, if applicable – Two (2) copies of each.

All equipment shall be completely assembled, adjusted, and clean. All standard equipment, and specified options shall be installed and the unit made ready for continuous, heavy-duty service. In addition to new equipment pre-delivery service, a thorough condition and specification compliance from these specifications, including manufacturer's standard equipment items, and accessory equipment supplied by the equipment dealer, which are clearly necessary for the complete operation of the vehicle, shall be considered a requirement although not directly specified in these specifications.

42. LICENSE AND PERMITS: It shall be the responsibility of the successful bidder to obtain all licenses and permits, if required, to complete this service at no additional cost to the City. Licenses and permits shall be readily available for review by the Purchasing Agent and City Inspectors.
43. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH: Bidder certifies that all material, equipment, etc., contained in this bid meets all O.S.H.A. requirements. Bidder further certifies that if awarded as the successful bidder, and the material equipment, etc. delivered is subsequently found to be deficient in any O.S.H.A. requirement in effect on date of delivery, all costs necessary to bring the materials, equipment, etc., into compliance with the aforementioned requirements shall be borne by the bidder.

Bidder certifies that all employees, subcontractors, agents, etc. shall comply with all O.S.H.A. and State safety regulations and requirements.

44. PALM BEACH COUNTY INSPECTOR GENERAL: The contractor is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of any contracts resulting from this solicitation, and in furtherance thereof, may demand and obtain records and testimony from the contractor and its subcontractors and lower tier subcontractors. The contractor understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the contractor or its subcontractors or lower tier subcontractors to fully cooperate with the Inspector General when requested, may be deemed by the municipality to be a material breach of this contract justifying its termination.
45. PUBLIC RECORDS: Sealed documents received by the City in response to an invitation are exempt from public records disclosure until thirty (30) days after the opening of the Bid unless the City announces intent to award sooner, in accordance with Florida Statutes 119.07.

The City is a public agency subject to Chapter 119, Florida Statutes. The Consultant shall comply with Florida's Public Records Law. Specifically, the Consultant shall:

- A. Keep and maintain public records required by the City to perform the service;
- B. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat. or as otherwise provided by law;
- C. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Consultant shall destroy all copies of such confidential and exempt records remaining in its possession once the Consultant transfers the records in its possession to the City; and

- D. Upon completion of the contract, Consultant shall transfer to the City, at no cost to the City, all public records in Consultant's possession. All records stored electronically by Consultant must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

E. IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

**CRYSTAL GIBSON, CITY CLERK
100 EAST OCEAN AVENUE
BOYNTON BEACH, FLORIDA, 33435
561-742-6061
GIBSONC@BBFL.US**

46. LOCAL BUSINESS PREFERENCE

The City of Boynton Beach Administrative Policy No. 10.16.01 provides for a local business preference.

"For all acquisitions made pursuant to Sealed Competitive Bid, as provided in Sec. 10.05, the City shall give preference to a Local Business if the Local Business' bid is determined to be within five percent (5%) or five thousand dollars (\$5,000.00), whichever is less, of the lowest responsible and responsive bidder. In revenue generating contracts where award, if any, is to be made to the bidder returning the highest amount to the City, the same preference set forth herein shall be applied with respect to the highest bid."

In order to be considered for a local business preference, **a bidder must include the Local Business Status Certification Form at the time of bid submittal.** Failure to submit this form at the time of bid submittal will result in the bidder being found ineligible for the local business preference for this solicitation.

Failure of the contractor to comply with the provisions set forth in this General Condition shall constitute a Default and Breach of the Agreement with the City

- 47. E-VERIFY:** Contractor is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

1) Definitions for this Section:

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

"E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

2) Registration Requirement; Termination:

Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register

with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- a. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
- b. All persons (including sub-vendors/sub-consultants/sub-contractors) assigned by Contractor to perform work pursuant to the contract with the City of Boynton Beach. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Boynton Beach; and
- c. The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

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**INVITATION TO BID
FOR
HYDRAULIC CYLINDER AND VALVE PARTS AND REPAIRS
BID No.: 022-2516-21**

SECTION 3 – SPECIAL TERMS AND CONDITIONS

PURPOSE: The City of Boynton Beach is seeking maximum of two (2) qualified Bidders as a Primary and Secondary for the repair of malfunctioning hydraulic cylinders and valves and miscellaneous parts for mobile and industrial equipment.

AWARD: Successful Bidder awarded shall ensure that proper and sufficient staff, equipment, organization, etc. will be provided for this contract to meet the specifications denoted herein at a paramount level.

The City further reserves the right to waive irregularities and technicalities and/or to request resubmission. There is no obligation on the part of the City to award the bid to the lowest bidder, or any bidder. The City reserves the right to make the award to a responsible bidder submitting a responsive bid most advantageous and in the best interest of the City. The City shall be the sole judge of the bids and the City's decision shall be final.

The City intends to award a contract to two (2) contractors as a Primary and Secondary to the two (2) lowest, responsive, responsible bidder for, taking into consideration experience, staffing, equipment, materials, references and past performance.

TERM OF CONTRACT: The initial term of the contract awarded shall be for two (2) years, **May 19, 2021 through May 18, 2023**. Bid prices are to be firm for a period of two years. By mutual agreement between the City and the awardee(s), the City may renew the bid at the same terms and conditions for three (3) additional one (1) year periods.

The City reserves the right to extend automatically for a period not to exceed an additional six (6) months in order to provide the City with continual service while a new contract is solicited, evaluated and/or awarded.

INSURANCE: It shall be the responsibility of the successful bidder to maintain workers' compensation insurance, property damage, liability insurance and vehicular liability insurance, during the time any of bidder's personnel are working on City of Boynton Beach property. The vendor shall furnish the City with a certificate of insurance after award has been made prior to the start of any work on City property. Said insured companies must be authorized to do business in the State of Florida and the City will not accept any company that has a rating less than B+ in accordance to A.M. Best's Key Rating Guide, latest edition.

MATERIAL PRICING AT COST PLUS: The price of the materials sold to the City of Boynton Beach as a result of this bid award shall be based on the bidder's cost of the actual items. Contractor's proposed percentage to be added to wholesale cost of materials only. Shipping costs to be added to wholesale cost plus percentage. Copies of invoices for materials to be provided with statements issued to the City for labor and materials.

PERFORMANCE WARRANTY: The bidder shall guarantee all work, equipment and materials included in the services against any defects in workmanship; and shall satisfactorily correct, at no cost to the City, any such defect that may become apparent within a period of one year after completion of work. The

warranty period shall commence upon date of acceptance, inspection and approval by City Representative only. If the bidder is notified in writing of a deficiency in the work provided, within one year from completion of the work, the bidder shall, at the City's option, re-perform the work in question at no additional cost to the City, or refund the City the original charges for the work in question, including the difference in cost if any, to re-perform the work if completed by another vendor.

INVOICING AND PAYMENT: Payment for any and all invoice(s) that may arise as a result of a contract or purchase order issued pursuant to this ITB shall minimally meet the following conditions to be considered as a valid payment request. Timely submission of a properly certified invoice(s) in strict accordance with the price(s) and delivery elements as stipulated in the Contract document should be submitted to:

City of Boynton Beach
P.O. Box 310
Boynton Beach, Florida 33425-0310

All invoices submitted shall consist of an original and one (1) copy as follows:

- Clearly referenced the subject Contract or Purchase Order number;
- Provide sufficient salient description to identify the goods and services for which payment is requested;
- Contain date of delivery;
- Original or legible copy of a signed delivery receipt including both manual signature and printed name of the designated City employee or authorized agent; be clearly marked as "partial", "complete", or "final invoice." The City will accept partial deliveries. The invoice shall contain the Bidder's Federal Employer Identification Number.

The City's terms of payment, unless otherwise stated in the Contract Documents are "Net 30 Days" after acceptance of goods or services and receipt of an acceptable invoice as described herein. Any other items of payment must have been previously approved by the City and appear on the Contract or Purchase Order document to be binding on the City. Should the City return an invoice for correction, the Contractor shall re-submit a corrected invoice to the City for processing.

PRODUCT LITERATURE: Bidder shall submit with the Bid, product literature based on the Model submitted for the stated Manufacturer or Make or "approved equal" items offered. Should the literature be omitted from the Bid proposal, Bidder shall submit within three (3) calendar days when requested by the City. Literature should be clearly marked as to each item number. Failure on the part of the Bidder to submit the requested literature will result in their Bid being declared non-responsive.

UNDERWRITER'S LABORATORY (UL): Items may be tested for compliance with specifications. Unless otherwise stipulated in the Bid, all manufactured items and fabricated assemblies shall be U.L. listed or re-examination listing where such has been established by U.L. for the item(s) offered and furnished.

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**INVITATION TO BID
FOR
HYDRAULIC CYLINDER AND VALVE PARTS AND REPAIRS
BID No.: 022-2516-21**

BIDDERS SUBMISSION REQUIREMENTS

Submittal of General Information and Procurement Forms and Documents

Procurement forms must be completed, signed, notarized, uploaded and or acknowledged when required and submitted. In addition, all other requests and supporting documentation should be included.

- a) Proposer Acknowledgement – **Online Acknowledgement**
- b) Bid Specifications – **Online Form**
- c) Bid Form – **Upload Online**
- d) Price Proposal – **Online Form**
- e) Bidder's Qualification Statement – **Upload Online**
- f) Anti-Kickback Affidavit – **Upload Online**
- g) Non-collusion Affidavit of Bidder – **Upload Online**
- h) Certification Pursuant to Florida Statute § 287.135 - **Upload Online**
- i) E-Verify Form – **Upload Online**
- j) Addenda Acknowledgement – **Online Acknowledgement**
- k) Confirmation of Drug Free Workplace - **Online Acknowledgement**
- l) Palm Beach Inspector General - **Online Acknowledgement**
- m) Local Business Certification - **Online Form**
- n) Confirmation of Minority Owned Business - **Online Form**
- o) Statement of Non-Submittal (if applicable) - **Online Form**
- p) Schedule of Sub-Consultants – **Online Form**
- q) Submit current Florida Professional License, including evidence of possession of required licenses or business permits – **Upload Online**
- r) Bidder's W-9 – **Upload Online**
- s) Submit any Supplemental information relative to this BID – **Upload Online**



**INVITATION TO BID
FOR
HYDRAULIC CYLINDER AND VALVE PARTS AND REPAIRS
BID No.: 022-2516-21**

**BID FORM
TO BE COMPLETED AND UPLOADED ONLINE**

The work under this project consists of but not limited to: Services from a qualified Contractor to provide pricing for labor, parts, and materials for the maintenance and repairs to its emergency diesel/propane power generators both portable and stationary and by-pass pumps located throughout the City of Boynton Beach.

Submitted By: _____ Date: _____
(BIDDER)

To furnish and deliver all materials and to do and perform all WORK in accordance with the Bid Documents, as follows:

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Contract with the CITY to perform and furnish all WORK as specified herein for the Contract Price and within the Contract Period indicated in this Bid.
2. This Bid will remain subject to acceptance for ninety (90) days after the day of Bid opening. BIDDER will sign and submit the necessary documents required by the CITY within ten (10) days after the date of CITY's Award Letter.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Contract, that
 - a. BIDDER has examined the Bid Documents, including addenda.
Receipt of all of which is hereby acknowledged;
 - b. BIDDER has familiarized itself with the nature and extent of the Bid Documents, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the WORK.
 - c. BIDDER has given the CITY written notice of all conflicts, errors or discrepancies that it has discovered in the Bid Documents and the written resolution thereof by the CITY is acceptable to BIDDER.
4. BIDDER proposes to furnish the WORK in conformity with the drawings and specifications listed below. The Bid Prices quoted have been checked and certified to be correct. Such Bid Prices are fixed and firm and shall be paid to BIDDER for the successful completion of its obligation as specified in the Bid Documents.

THIS PAGE TO BE SUBMITTED ALONG WITH BID FOR
PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

5. Communications concerning this Bid shall be as follows:

Contact Person _____
Business Address _____
City, State, Zip Code _____
Business Phone Number _____
Email Address _____
Cell Phone Number _____

6. Other pertinent information is as follows:

License Number
(Please Attach Copy) _____

Federal Tax ID# _____

Federal Employment ID # _____

Submitted on this _____ day of _____, 20____.

a. (If an individual, partnership, or non-incorporated organization)

Signature of
BIDDER _____

By _____

b. (If a corporation)
(Affix Seal)

Signature of BIDDER _____

By _____

Attested by
Secretary _____

Incorporated under the laws of the State of _____.

THIS PAGE TO BE SUBMITTED ALONG WITH BID FOR
PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE



**INVITATION TO BID
FOR
HYDRAULIC CYLINDER AND VALVE PARTS AND REPAIRS
BID No.: 022-2516-21**

BID PROPOSAL TO THE CITY OF BOYNTON BEACH, FLORIDA

Bid Proposal will be input into the e-Procurement Electronic Bidding System Bids & Tenders

The undersigned declares that he/she has carefully examined the specifications and is thoroughly familiar with its provisions and with the quality, type and grade of service required.

The undersigned proposes to deliver the service in accordance with the specifications for "HYDRAULIC CYLINDER AND VALVE PARTS AND REPAIRS".

General Hydraulic Shop Work Standard Labor Rate	\$ _____ per hour
Hydraulic Machine Shop Work Standard Labor Rate	\$ _____ per hour
Petroleum based Hydraulic Fluid	\$ _____ per gallon
Synthetic based hydraulic Fluid	\$ _____ per gallon
Non-Conductive Hydraulic Fluid	\$ _____ per gallon
Material Pricing Cost Plus (wholesale plus percentage) for Lubricants, Materials, or Parts used.	_____ %Cost Plus
Can you make High Pressure Hoses up to two (2) inches?	_____ Yes/No
Do you inventory materials to make two (2) inch hoses?	_____ Yes/No
Worn/Damaged parts disposal costs	\$ _____/per part

ALL PRICES F.O.B. BOYNTON BEACH

BIDDER SHALL INPUT PRICES INTO THE CITY'S E-PROCUREMENT BIDDING SYSTEM



BIDDER'S QUALIFICATION STATEMENT
TO BE COMPLETED AND UPLOADED ONLINE

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

1. Name of Bidder: _____
2. Business Address: _____

Email Address: _____
3. When Organized: _____
4. Where Incorporated: _____
5. How many years have you been engaged in the contracting business under the present company name? _____
6. General character of work performed by your company. _____

7. Number of employees. _____
8. Background and experience of principal members of your personnel, including officers.
9. Have you ever defaulted on a contract? If so, where and why?
10. Experience in performance.

Project	\$ Value	Contact Name	Phone #
_____	_____	_____	_____
_____	_____	_____	_____

THIS PAGE TO BE SUBMITTED ALONG WITH BID FOR
PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

Project	\$ Value	Contact Name	Phone #
_____	_____	_____	_____
_____	_____	_____	_____

11. Contracts on hand. *

12. Largest completed projects (include final cost).

1) _____

2) _____

3) _____

13. List all lawsuits (construction related) to which you have been a party and which: *

1) arose from construction projects: *

2) occurred within the last 4 years: *

3) provide case number and style: *

(Signed) _____

(Title) _____

Subscribed and sworn to before me

This _____ day of _____, 2021

Notary Public (Signature)

My Commission Expires: _____

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PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE



NON-COLLUSION AFFIDAVIT OF BIDDER
TO BE COMPLETED AND UPLOADED ONLINE

State of _____)

County of _____)

:

_____, being first duly sworn, deposes and says that:

- 1) He is _____ of _____, the bidder that
(Title) (Name of Corporation or Integrator)
has submitted the attached BID:
- 2) He is fully informed respecting the preparation and contents of the attached submittal and of all pertinent circumstances respecting such submittal;
- 3) Said BID is genuine and is not a collusive or sham BID;
- 4) Further, the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, integrator or person to submit a collusive or sham BID in connection with the Contract for which the attached BID has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communications or conference with any other bidder, integrator or person to fix the price or prices in the attached BID or of any other bidder, or to fix any overhead, profit or cost element of the BID price or BID price or other proposer or secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the **City of Boynton Beach** or any person interested in the proposed Contract; and
- 5) The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

(Title) _____

Subscribed and sworn to before me

This _____ day of _____, 20 _____

Notary Public (Signature)

My Commission Expires: _____

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**CERTIFICATION PURSUANT TO FLORIDA
STATUTE § 287.135**

TO BE COMPLETED AND UPLOADED ONLINE

I, _____, on behalf of _____ certify

Print Name and Title

Company Name

that _____ does not:

Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum
Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Consultant of the City's determination concerning the false certification. The Consultant shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Consultant does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from:

- 1) Contracting with companies for goods or services if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and
- 2) Contracting with companies, for goods or services that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector list, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Consultant, I hereby certify that the company identified above in the section entitled "Consultant Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract

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with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

COMPANY NAME

SIGNATURE

PRINT NAME

TITLE

DATE

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**CITY OF BOYNTON BEACH
E-VERIFY FORM UNDER SECTION 448.095, FLORIDA STATUTES**

TO BE COMPLETED AND UPLOADED ONLINE

Project Name: **HYDRAULIC CYLINDER AND VALVE PARTS AND REPAIRS**

Solicitation No.: **022-2516-21**

1. Definitions:

“Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, a vendor or consultant.

“Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

“E-Verify system” means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

2. Effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

- a) All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including sub-vendors/sub-consultants/sub-contractors) assigned by Contractor to perform work pursuant to the contract with the City of Boynton Beach. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City of Boynton Beach; and
- c) Should vendor become the successful Contractor awarded for the above-named project, by entering into the contract, the Contractor shall comply with the provisions of Section 448.095, Fla. Stat., “Employment Eligibility,” as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with,

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an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

3. Contract Termination

- a) If the City has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09 (1) Fla. Stat., the contract shall be terminated.
- b) If the City has a good faith belief that a subcontractor knowingly violated s. 448.095 (2), but the Contractor otherwise complied with s. 448.095 (2) Fla. Stat., shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
- c) A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.
- d) Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination.
- e) If the contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Company Name:
Authorized Signature:
Print Name:
Title
Date:
Phone:

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, _____, by _____ on behalf of _____. He/she is personally known to me or has produced _____ as identification.

NOTARY PUBLIC

(Name of Notary Typed, Printed or Stamped)

Title or Rank

Serial number, if any

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TO BE CONSIDERED COMPLETE AND ACCEPTABLE



“DRAFT”
SUBJECT TO REVISIONS PRIOR TO SIGNING
AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND VENDOR

THIS AGREEMENT is entered into between the City of Boynton Beach, hereinafter referred to as “the City”, and **TBD**, hereinafter referred to as **“Vendor”**, in consideration of the mutual benefits, terms, and conditions hereinafter specified.

1. **PROJECT DESIGNATION.** The Vendor is retained by the City to provide labor, parts, and materials for the maintenance and repairs to its emergency diesel/propane power generators both portable and stationary and by-pass pumps located throughout the City of Boynton Beach.
2. **SCOPE OF SERVICES.** Vendor agrees to perform the services for the maintenance and repairs to the City’s emergency diesel/propane power generators both portable and stationary and by-pass pumps located throughout the City of Boynton Beach, including the provision of all labor, materials, equipment and supplies.
3. **TIME FOR PERFORMANCE.** Work under this Agreement shall commence upon the giving of written notice by the City to the Vendor to proceed. Vendor shall perform all services and provide all work product required pursuant to this Agreement.
4. **TERM.** The initial Agreement period shall be for an initial term of two (2) years, commencing on **May 19, 2021 through May 18, 2023**. The City reserves the right to renew the agreement for three (3) one-year renewals subject to vendor acceptance, satisfactory performance as determined by the City, and determination by the City that renewal will be in the best interest of the City. An increase in cost of less than 2% for each extension may be approved by the City administration and does not require Commission approval.
5. **PAYMENT.** The Vendor shall be paid by the City for completed work and for services rendered in accordance with the Schedule of Prices to this Agreement as follows:
 - a. Payment for the work provided by Vendor shall be made promptly on all invoices submitted to the City properly, provided that the total amount of payment to Vendor shall not exceed the total contract price without express written modification of the Agreement signed by the City Manager or designee.
 - b. The Vendor may submit invoices to the City once per month during the progress of the work for partial payment. Such invoices will be checked by the City, and upon approval thereof, payment will be made to the Vendor in the amount approved.
 - c. Final payment of any balance due the Vendor of the total contract price earned will be made promptly upon its ascertainment and verification by the City after the completion of the work under this Agreement and its acceptance by the City.
 - d. Payment as provided in this section by the City shall be full compensation for work performed, services rendered, and for all materials, supplies, equipment and incidentals necessary to complete the work.
 - e. The Vendor’s records and accounts pertaining to this Agreement are to be kept available for inspection by representatives of the City and State for a period of three (3) years after the termination of the Agreement. Copies shall be made available upon request.

6. **OWNERSHIP AND USE OF DOCUMENTS.** All documents, drawings, specifications and other materials produced by the Vendor in connection with the services rendered under this agreement shall be the property of the City whether the project for which they are made is executed or not. The Vendor shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with Vendor's endeavors.
7. **COMPLIANCE WITH LAWS.** Vendor shall, in performing the services contemplated by this Agreement, faithfully observe and comply with all federal, state of Florida and City of Boynton Beach, ordinances and regulations that are applicable to the services to be rendered under this agreement.
8. **INDEMNIFICATION.** Vendor shall indemnify, defend and hold harmless the City, its offices, agents and employees, from and against any and all claims, losses or liability, or any portion thereof, including attorney fees and costs, arising from injury or death to persons, including injuries, sickness, disease or death to Vendor's own employees, or damage to property occasioned by a negligent act, omission or failure of the Vendor.
9. **INSURANCE.** The Vendor shall secure and maintain in force throughout the duration of this contract comprehensive general liability insurance with a minimum coverage of \$1,000,000 per occurrence and \$1,000,000 aggregate for personal injury; and \$1,000,000 per occurrence/aggregate for property damage, and professional liability insurance in the amount of \$1,000,000 per occurrence to \$2,000,000 aggregate with defense costs in addition to limits.

Said general liability policy shall name the City of Boynton Beach as an additional named insured and shall include a provision prohibiting cancellation of said policy except upon thirty (30) days prior written notice to the City. Certificates of coverage as required by this section shall be delivered to the City within fifteen (15) days of execution of this agreement.

10. **INDEPENDENT CONTRACTOR.** The Vendor and the City agree that the Vendor is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither Vendor nor any employee of Vendor shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or Social Security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to Vendor, or any employee of Vendor.
11. **COVENANT AGAINST CONTINGENT FEES.** The Vendor warrants that he has not employed or retained any company or person, other than a *bona fide* employee working solely for the Vendor, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a *bona fide* employee working solely for the Vendor any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this contract.

For breach or violation of this warranty, the City shall have the right to annul this contract without liability or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

12. **DISCRIMINATION PROHIBITED.** The Vendor, with regard to the work performed by it under this agreement, will not discriminate on the grounds of race, color, national origin, religion, creed, age, sex or the presence of any physical or sensory handicap in the selection and retention of employees or procurement of materials or supplies.
13. **ASSIGNMENT.** The Vendor shall not sublet or assign any of the services covered by this Agreement without the express written consent of the City.

14. NON-WAIVER. Waiver by the City of any provision of this Agreement or any time limitation provided for in this Agreement shall not constitute a waiver of any other provision.

15. TERMINATION.

- a. The City reserves the right to terminate this Agreement at any time by giving thirty (30) days written notice to the Vendor.
- b. In the event of the death of a member, partner or officer of the Vendor, or any of its supervisory personnel assigned to the project, the surviving members of the Vendor hereby agree to complete the work under the terms of this Agreement, if requested to do so by the City. This section shall not be a bar to renegotiations of this Agreement between surviving members of the Vendor and the City, if the City so chooses.

16. DISPUTES. Any disputes that arise between the parties with respect to the performance of this Agreement, which cannot be resolved through negotiations, shall be submitted to a court of competent jurisdiction in Palm Beach County, Florida. This Agreement shall be construed under Florida Law.

17. NOTICES. Notices to the City of Boynton Beach shall be sent to the following address:

Lori LaVerriere, City Manager
City of Boynton Beach
P.O. Box 310
Boynton Beach, FL 33425-0310

Notices to Vendor shall be sent to the following address:

18. INTEGRATED AGREEMENT. This agreement, together with attachments or addenda, represents the entire and integrated agreement between the City and the Firm and supersedes all prior negotiations, representations, or agreements written or oral. This agreement may be amended only by written instrument signed by both City and Firm.

19. PUBLIC RECORDS. Sealed documents received by the City in response to an invitation are exempt from public records disclosure until thirty (30) days after the opening of the Bid unless the City announces intent to award sooner, in accordance with Florida Statutes 119.07.

The City is public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

- A. Keep and maintain public records required by the CITY to perform the service;
- B. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat. or as otherwise provided by law;
- C. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Contractor shall destroy all copies of such confidential and exempt records remaining in its possession once the Contractor transfers the records in its possession to the CITY; and

- D. Upon completion of the contract, Contractor shall transfer to the CITY, at no cost to the CITY, all public records in Contractor's possession. All records stored electronically by Contractor must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

E. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

**CRYSTAL GIBSON, CITY CLERK
100 E. OCEAN AVE.
BOYNTON BEACH, FLORIDA, 33435
561-742-6061
GIBSONC@BBFL.US**

20. SCRUTINIZED COMPANIES - 287.135 AND 215.473

By execution of this Agreement, Contractor certifies that Contractor is not participating in a boycott of Israel. Contractor further certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has Contractor been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to Contractor of the City's determination concerning the false certification. Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

21. E-VERIFY

- 21.1 Contractor certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

- 1) Definitions for this Section:

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

"E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

2) Registration Requirement; Termination:

Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- a) All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including sub-vendors/sub-consultants/sub-contractors) assigned by Contractor to perform work pursuant to the contract with the City of Boynton Beach. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Boynton Beach; and

c) The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK

"This Agreement will take effect once signed by both parties. This Agreement may be signed by the parties in counterparts which together shall constitute one and same agreement among the parties. A facsimile signature shall constitute an original signature for all purpose."

IN WITNESS WHEREOF, the parties have hereto set their hands and seals on the day and year set forth below their respective signatures.

IN WITNESS WHEREOF, the parties hereto have executed this Contract in multiple copies, each of which shall be considered an original on the following dates:

DATED this _____ day of _____, 20_____.

CITY OF BOYNTON BEACH

VENDOR NAME

Lori LaVerriere, City Manager

(Signature), Authorized Official

Printed Name of Authorized Official

Attest/Authenticated:

Title

Crystal Gibson, City Clerk

(Corporate Seal)

Approved as to Form:

Attest/Authenticated:

James A. Cherof, City Attorney

Witness

**City of Boynton Beach
Risk Management Department
INSURANCE ADVISORY FORM**

Under the terms and conditions of all contracts, leases, and agreements, the City requires appropriate coverages listing the City of Boynton Beach as Additional Insured. This is done by providing a Certificate of Insurance listing the City as "Certificate Holder" and "The City of Boynton Beach is Additional Insured as respect to coverages noted." Insurance companies providing insurance coverages must have a current rating by A.M. Best Co. of "B+" or higher. *(NOTE: An insurance contract or binder may be accepted as proof of insurance if Certificate is provided upon selection of vendor.)* The following is a list of types of insurance required of contractors, lessees, etc., and the limits required by the City: **(NOTE: This list is not all inclusive, and the City reserves the right to require additional types of insurance, or to raise or lower the stated limits, based upon identified risk.)**

<u>TYPE</u> (Occurrence Based Only)	<u>MINIMUM LIMITS REQUIRED</u>	
General Liability	General Aggregate	\$ 1,000,000.00
Commercial General Liability	Products-Comp/Op Agg.	\$ 1,000,000.00
Owners & Contractor's Protective (OCP)	Personal & Adv. Injury	\$ 1,000,000.00
Asbestos Abatement	Each Occurrence	\$ 1,000,000.00
Lead Abatement	Fire Damage (any one fire)	\$ 50,000.00
Broad Form Vendors	Med. Expense (any one person)	\$ 5,000.00
Premises Operations		
Underground Explosion & Collapse		
Products Completed Operations		
Contractual		
Independent Contractors		
Fire Legal Liability		
Professional Liability	Aggregate - \$	1,000,000.00
Automobile Liability	Combined Single Limit	\$ 1,000,000.00
Any Auto		
All Owned Autos		
Hired Autos		
Non-Owned Autos		
Excess Liability	Each Occurrence	to be determined
Umbrella Form	Aggregate	to be determined
Worker's Compensation Statutory Limits		
Employer's Liability	Each Accident	\$ 1,000,000.00
	Disease, Policy Limit	\$ 1,000,000.00
	Disease Each Employee	\$ 1,000,000.00
Property:		
Homeowners Revocable Permit		\$ 300,000.00
Builder's Risk		Limits based on Project Cost
Installation Floater		Limits based on Project Cost
Other - As Risk Identified		to be determined

022-2516-21 - Hydraulic Cylinder and Valve Parts and Repairs

Opening Date: May 5, 2021 12:00 PM

Closing Date: May 28, 2021 2:30 PM

Vendor Details

Company Name: Construction Hydraulics of Lake Worth, Inc.
1320 So. J. Terrace
Address: Lake worth, FL 33460
Contact: Brian Filipowski
Email: sales@hydraulics.cc
Phone: 561-585-6637
Fax: 561-586-7019
HST#: 59-2528453

Submission Details

Created On: Monday May 17, 2021 12:07:29
Submitted On: Thursday May 27, 2021 13:10:38
Submitted By: Brian Filipowski
Email: sales@hydraulics.cc
Transaction #: 4c792fa9-5af2-45dc-abf9-f8372b180423
Submitter's IP Address: 173.12.109.238

Schedule of Prices

The Bidder hereby Bids and offers to enter into the Contract referred to and to supply and do all or any part of the Work which is set out or called for in this Bid, at the unit prices, and/or lump sums, hereinafter stated.

*Denotes a "MANDATORY" field

Do not enter \$0.00 dollars unless you are providing the line item at zero dollars to the Owner (unless otherwise specified).

If the line item and/or table is "NON-MANDATORY" and you are not bidding on it, leave the table and/or line item blank. Do not enter a \$0.00 dollar value.

GENERAL HYDRAULIC SHOP WORK

GENERAL HYDRAULIC SHOP WORK - STANDARD LABOR RATES

BID PROPOSAL TO THE CITY OF BOYNTON BEACH, FLORIDA

Bid Proposal will be input into the e-Procurement Electronic Bidding System Bids & Tenders

The bidder declares that he/she has carefully examined the specifications and is thoroughly familiar with its provisions and with the quality, type and grade of service required.

The bidder proposes to deliver the service in accordance with the specifications for "HYDRAULIC CYLINDER AND VALVE PARTS AND REPAIRS".

		Rate Per Hour *	
General Hydraulic Shop Work	Standard Labor Rate	\$75.0000	*
Subtotal:		\$ 75.00	

HYDRAULIC MACHINE SHOP WORK

HYDRUALIC MACHINE SHOP WORK - STANDARD LABOR RATE

BID PROPOSAL TO THE CITY OF BOYNTON BEACH, FLORIDA

Bid Proposal will be input into the e-Procurement Electronic Bidding System Bids & Tenders

The bidder declares that he/she has carefully examined the specifications and is thoroughly familiar with its provisions and with the quality, type and grade of service required.

The bidder proposes to deliver the service in accordance with the specifications for "HYDRAULIC CYLINDER AND VALVE PARTS AND REPAIRS".

		Rate Per Hour *	
Hydraulic Machine Shop Work	For Standard Labor Rate	\$75.0000	*
Subtotal:		\$ 75.00	

PETROLEUM BASED HYDRAULIC FLUID

PETROLEUM BASED HYDRAULIC FLUID

BID PROPOSAL TO THE CITY OF BOYNTON BEACH, FLORIDA

Bid Proposal will be input into the e-Procurement Electronic Bidding System Bids & Tenders

The bidder declares that he/she has carefully examined the specifications and is thoroughly familiar with its provisions and with the quality, type and grade of service required.

The bidder proposes to deliver the service in accordance with the specifications for "HYDRUALIC CYCLINDER AND VALVE PARTS AND REPAIRS".

	Rate Per Gallon *	
Petroleum Based Hydraulic Fluid	\$8.2500	*
Subtotal:		\$ 8.25

SYNTHETIC BASED HYDRAULIC FLUID

SYNTHETIC BASED HYDRAULIC FLUID

BID PROPOSAL TO THE CITY OF BOYNTON BEACH, FLORIDA

Bid Proposal will be input into the e-Procurement Electronic Bidding System Bids & Tenders

The bidder declares that he/she has carefully examined the specifications and is thoroughly familiar with its provisions and with the quality, type and grade of service required.

The bidder proposes to deliver the service in accordance with the specifications for "HYDRUALIC CYCLINDER AND VALVE PARTS AND REPAIRS".

	Rate Per Gallon *	
Synthetic Based Hydraulic Fluid	\$64.2600	*
Subtotal:		\$ 64.26

NON-CONDUCTIVE HYDRAULIC FLUID

NON-CONDUCTIVE HYDRAULIC FLUID

BID PROPOSAL TO THE CITY OF BOYNTON BEACH, FLORIDA

Bid Proposal will be input into the e-Procurement Electronic Bidding System Bids & Tenders

The bidder declares that he/she has carefully examined the specifications and is thoroughly familiar with its provisions and with the quality, type and grade of service required.

The bidder proposes to deliver the service in accordance with the specifications for "HYDRUALIC CYCLINDER AND VALVE PARTS AND REPAIRS".

	Rate Per Gallon *	
Non-Conductive Hydraulic Fluid	\$30.0000	*
Subtotal:	\$ 30.00	

MATERIAL PRICING

MATERIAL PRICING - BID PROPOSAL

Bid Proposal will be input into the e-Procurement Electronic Bidding System Bids & Tenders

The Bidder declares that he/she has carefully examined the specifications and is thoroughly familiar with its provisions and with the quality, type and grade of service required.

The Bidder proposes to deliver the service in accordance with the specifications for "HYDRAULIC CYLINDER AND VALVE PARTS AND REPAIRS."

		% COST PLUS *	
Material Pricing	Cost Plus (wholesale cost plus percentage) for Lubricants, Materials or Parts used.	20	*

HIGH PRESSURE HOSES - 2 INCH

HIGH PRESSURE HOSES - 2 INCH

BID PROPOSAL TO THE CITY OF BOYNTON BEACH, FLORIDA

Bid Proposal will be input into the e-Procurement Electronic Bidding System Bids & Tenders

The bidder declares that he/she has carefully examined the specifications and is thoroughly familiar with its provisions and with the quality, type and grade of service required.

The bidder proposes to deliver the service in accordance with the specifications for "HYDRUALIC CYCLINDER AND VALVE PARTS AND REPAIRS".

	RESPONSE *	Comments
Can you make High Pressure Hoses up to two (2) inches?	Yes or No	yes
Do you inventory materials to make two (2) inch hoses?	Yes or No	yes

WORN / DAMAGED PARTS DISPOSAL

WORN OR DAMAGED PARTS DISPOSAL COSTS

BID PROPOSAL TO THE CITY OF BOYNTON BEACH, FLORIDA

Bid Proposal will be input into the e-Procurement Electronic Bidding System Bids & Tenders

The bidder declares that he/she has carefully examined the specifications and is thoroughly familiar with its provisions and with the quality, type and grade of service required.

The bidder proposes to deliver the service in accordance with the specifications for "HYDRUALIC CYCLINDER AND VALVE PARTS AND REPAIRS".

	Rate Per Part *	
Worn or Damaged Parts Disposal Cost	\$0.0000	*
Subtotal:	\$ 0.00	

Confirmation of Minority Owned Business

A requested form to be made a part of our files for future use and information. Please fill out and indicate in the appropriate spaces provided which category best describes your company. Return this form to make it an official part of with your Bid response.

Description	Response *	Comments	
Is your company a Minority Owned business?	No	No	*
Please select the appropriate response	Other	Caucasian	*
Do you possess a certification qualifying your business as a Minority Owned business?	No	No	*
Issuing organization name	Input response in comments box to the right	NA	*
Date of Issuance	Input response in comments box to the right	NA	*

Local Business Status Certification

I am an authorized representative of the business and, on behalf of the Business, request that it be deemed to be a local business for purposes of the City of Boynton Beach Local Preference Program. Answering yes to Question 1 and Question 2 below will qualify the business as a local business. In support of this request, I certify the following to be true and correct:

I understand that misrepresentation of any facts in connection with this request may be cause for removal from the certified local business list. I also agree that the business is required to notify the City in writing should it cease to qualify as a local business.

By checking the box that you are not submitting for "Local Business Status Certification" you declare that you are not a local business in the City of Boynton Beach.

☐ We will not be submitting for Local Business Status Certification

Is the business located within the City limits of Boynton Beach, Florida? *	Does the business have a business tax receipt issued in the current year? *	Is the business registered with the Florida Division of Corporations? *	Number of years in business *	Business license number *
☒ Yes ☐ No	☒ Yes ☐ No	☒ Yes ☐ No	35	199510614

Bid Specifications

BID SPECIFICATIONS

It is the intention of the City of Boynton Beach to award this bid as specified to a source that will give **prompt and efficient service for parts and repairs**. Any failure on the part of the successful bidder(s) to comply with these conditions may be cause for cancellation of an order and/or immediate termination of awarded Bid

Please indicate either a YES or NO next to each item agreeing to meet the specification. If exception is taken (alternatives), the bidder must explain in the COMMENTS Section of this form. Bidder must complete and submit the specifications electronically through the bidding system in order for a bid to be considered complete and acceptable.

The successful bidder shall provide services in accordance with the following conditions and specifications:

SPECIFICATIONS	Response *	Comments
Items for repair (e.g., hoses and cylinders) shall be picked up within twenty-four hours and returned forty-eight hours after pick-up.	Yes	yes
Priority work assignments are necessary for all "Fire and Life Safety" resources.	Yes	yes
The City fleet contains units with small single action cylinders on lawn mowers to double action multi-stage cylinders on garbage compaction units.	Yes	yes
Valve bodies can be single or multi-function	Yes	yes
The City fleet contains both American standard and metric sizes.	Yes	yes
Fleet service technicians will remove and replace all minor and major components.	Yes	yes
Vendor will supply lubricants, materials and parts needed. The price of the materials sold to the City shall be based on the vendor's cost of the actual items. Vendor's proposed percentage to be added to wholesale cost plus shipping. Copies of invoices for materials to be provided with invoices/statements issued to City for labor and materials	Yes	yes
Vendor will have personnel on duty Monday through Friday for routine service work.	Yes	yes
All repairs and service work will be randomly inspected by Fleet Maintenance to assure quality, safety, and serviceability.	Yes	yes
Vendor will provide pick-up and delivery service to and from Public Works, Fleet Maintenance Shop, 222 NE 9th Avenue, Boynton Beach, FL 33435. Fleet Maintenance will have the option to transport parts to and from Fleet to expedite repairs.	Yes	yes
All bid prices are F.O.B. Fleet Maintenance, 222 NE 9TH Avenue, Boynton Beach, FL, 33435.	Yes	yes
The Fleet Maintenance Department hours of operation are Monday through Friday from 6:30 A.M. to 4:30 P.M.	Yes	yes
Vendor will assume all costs related to environmental fluid disposal	Yes	yes
Vendor will capture and properly dispose of all waste petroleum products at vendor's service facility.	Yes	yes
All replaced parts will be properly recycled through approved waste management	Yes	yes
Vendor will maintain an inventory of proper service tools and parts required by equipment manufacturer for all service and /or repair work	Yes	yes
All work will be performed on an "As Needed Basis."	Yes	yes
Vendor will provide detailed invoicing to Fleet Maintenance Supervisor for each repair/service providing Fleet with the information to update repair and service history records for equipment.	Yes	yes

Subcontractors

The Bidder shall state all Subcontractor(s) and type of Work proposed to be used for this project. Bidders shall not indicate "TBD" (To Be Determined) or "TBA" (To Be Announced) or similar wording and shall not indicate multiple choices of Subcontractor names for any Subcontractor category in their list of Subcontractors.

Sub-contractors

The Bidder proposes the following major sub-contractors for the major areas of work for the Project. The Bidder is further notified that all sub-contractors shall be properly licensed, bondable and shall be required to furnish the City with a Certificate of Insurance in accordance with the contract general conditions. This page may be reproduced for listing additional sub-contractors, if required.

Owner reserves the right to reject any sub-contractor who has previously failed in the proper performance of an award, or failed to deliver on time contracts in a similar nature, or who is not responsible (financial capability, lack of resources, etc.) to perform under this award. Owner reserves the right to inspect all facilities of any sub-contractor in order to make a determination as to the foregoing.

☒ By clicking here I confirm that there are no Subcontractor(s) and the Bidder shall perform the project with their "OWN FORCES".

Name *	Address *	Scope of work *	license No *	Contract Amount *	Percentage (%) of Contract *

Documents

Ensure your submission document(s) conforms to the following:

Documents should NOT have a security password, as City of Boynton Beach may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by City of Boynton Beach.

If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

If the attached file(s) cannot be opened or viewed, your Bid Call Document may be rejected.

These procurement documents must be completed, signed, notarized and uploaded online with the proposal in order for the Bid to be considered complete and acceptable.

- [Bid Form](#) - Bid Form.pdf - Thursday May 27, 2021 10:51:50
- [Bidder's Qualification Statement](#) - Bidder Qualification.pdf - Thursday May 27, 2021 10:56:52
- [Current Florida Professional License, including evidence of possession of required licenses or business permits](#) - Business License.pdf - Thursday May 27, 2021 12:56:30
- [Certification Pursuant to Florida Statute § 287.135](#) - Certificate pursuant to Florida Statute.pdf - Thursday May 27, 2021 11:00:04
- [Anti-Kickback Affidavit](#) - Anti-Kickback Affidavit.pdf - Thursday May 27, 2021 10:57:28
- [Non-Collusion Affidavit of Bidder](#) - Non- Collusion Affidavit of Bidder.pdf - Thursday May 27, 2021 10:57:39
- [E-Verify Form Under Section 448.095, Florida Statutes](#) - E-Verify Form.pdf - Thursday May 27, 2021 10:59:08
- [W-9 Form](#) - W-9 Form.pdf - Thursday May 27, 2021 10:51:10
- Supplemental information relative to this ITB (optional)
- Additional Document (optional)

Addenda, Terms and Conditions

SPECIAL TERMS AND CONDITIONS

PURPOSE: The intent of this solicitation is to select a successful Bidder to provide all labor, materials, tools, hardware, equipment and supervision to provide maintenance and repair services for the City's Diesel / Propane Generators and By-Pass Pumps for various locations within the City of Boynton Beach.

METHOD OF AWARD: Successful Bidder awarded shall ensure that proper and sufficient staff, equipment, organization, etc. will be provided for this contract to meet the specifications denoted herein at a paramount level.

The City further reserves the right to waive irregularities and technicalities and/or to request resubmission. There is no obligation on the part of the City to award the bid to the lowest bidder, or any bidder. The City reserves the right to make the award to a responsible bidder submitting a responsive bid most advantageous and in the best interest of the City. The City shall be the sole judge of the bids and the City's decision shall be final.

The City intends to award a contract to two (2) contractors as a Primary and Secondary to the two (2) lowest, responsive, responsible bidder for, taking into consideration experience, staffing, equipment, materials, references and past performance.

The City intends to award a contract to the lowest, responsive, responsible bidder for, taking into consideration experience, staffing, equipment, materials, references and past performance.

TERM OF CONTRACT: The initial term of the contract awarded shall be for two (2) years, **May 19, 2021 through May 18, 2023**. Bid prices are to be firm for a period of two years. By mutual agreement between the City and the awardee(s), the City may renew the bid at the same terms and conditions for three (3) additional one (1) year periods.

The City reserves the right to extend automatically for a period not to exceed an additional six (6) months in order to provide the City with continual service while a new contract is solicited, evaluated and/or awarded.

INSURANCE: It shall be the responsibility of the successful bidder to maintain workers' compensation insurance, property damage, liability insurance and vehicular liability insurance, during the time any of bidder's personnel are working on City of Boynton Beach property. The vendor shall furnish the City with a certificate of insurance after award has been made prior to the start of any work on City property. Said insured companies must be authorized to do business in the State of Florida and the City will not accept any company that has a rating less than B in accordance to A.M. Best's Key Rating Guide, latest edition.

MATERIAL PRICING AT COST PLUS: The price of the materials sold to the City of Boynton Beach as a result of this bid award shall be based on the bidder's cost of the actual items. Contractor's proposed percentage to be added to wholesale cost of materials only. Shipping costs to be added to wholesale cost plus percentage. Copies of invoices for materials to be provided with statements issued to the City for labor and materials.

PERFORMANCE WARRANTY: The bidder shall guarantee all work, equipment and materials included in the services against any defects in workmanship; and shall satisfactorily correct, at no cost to the City, any such defect that may become apparent within a period of one year after completion of work. The warranty period shall commence upon date of acceptance, inspection and approval by City Representative only. If the bidder is notified in writing of a deficiency in the work provided, within one year from completion of the work, the bidder shall, at the City's option, re-perform the work in question at no additional cost to the City, or refund the City the original charges for the work in question, including the difference in cost if any, to re-perform the work if completed by another vendor.

INVOICING AND PAYMENT: Payment for any and all invoice(s) that may arise as a result of a contract or purchase order issued pursuant to this ITB shall minimally meet the following conditions to be considered as a valid payment request. Timely submission of a properly certified invoice(s) in strict accordance with the price(s) and delivery elements as stipulated in the Contract document should be submitted to:

City of Boynton Beach
P.O. Box 310
Boynton Beach, Florida 33425-0310

All invoices submitted shall consist of an original and one (1) copy as follows:

- Clearly referenced the subject Contract or Purchase Order number;
 - Provide sufficient salient description to identify the goods and services for which payment is requested; Contain date of delivery;
 - Original or legible copy of a signed delivery receipt including both manual signature and printed name of the designated City employee or authorized agent; be clearly marked as "partial", "complete", or "final invoice." The City will accept partial deliveries.
- The invoice shall contain the Bidder's Federal Employer Identification Number.

The City's terms of payment, unless otherwise stated in the Contract Documents are "Net 30 Days" after acceptance of goods or services and receipt of an acceptable invoice as described herein. Any other items of payment must have been previously approved by the City and appear on the Contract or Purchase Order document to be binding on the City. Should the City return an invoice for correction, the Contractor shall re-submit a corrected invoice to the City for processing.

PRODUCT LITERATURE: Bidder shall submit with the Bid, product literature based on the Model submitted for the stated Manufacturer or Make or "approved equal" items offered. Should the literature be omitted from the Bid proposal, Bidder shall submit within three (3) calendar days when requested by the City. Literature should be clearly marked as to each item number. Failure on the part of the Bidder to submit the requested literature will result in their Bid being declared non-responsive.

UNDERWRITER'S LABORATORY (UL): Items may be tested for compliance with specifications. Unless otherwise stipulated in the Bid, all manufactured items and fabricated assemblies shall be U.L. listed or re-examination listing where such has been established by U.L. for the item(s) offered and furnished.

☒ I/We have the authority to bind the Company and submit this Bid on behalf of the Bidder. - Brian Filipowski, President , Construction Hydraulics of Lake Worth Inc.
The bidder shall declare any potential or actual conflict of interest that could arise from Bidding on this Bid. Do you have a conflict of interest?

☐ Yes ☒ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document

Please check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
There have not been any addenda issued for this bid.		



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2024-469

Agenda Date: 11/19/2024

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 ITBC #24-14-PEC for the installation of monument signs at two locations within the City to Kenco Sign and Awning, LLC; authorizing execution of a contract with Kenco Sign and Awning, LLC, the sole responsive and responsible bidder, in an amount not to exceed \$175,284.00; providing for appropriation of funding, and providing an effective date. (Funds from Account #186-5010-536-60-43 - ARP-Utility Admin/Eng./Other Machinery & Equipment, Account #186-9100-581-90-45 - ARP Fund/Transfer-Out Utilities Capital Fund, Account #413-5030-536-65-30 - Utilities Capital-Util. Maintenance/CIP Infrastructure, & Account #413-0000-381-18-00 - Utilities Capital Fund/Transfer-In ARP Funds)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$175,284

Account Name: ARP-Utility Admin/Eng./Other Machinery & Equipment

Account Number: 186-5010-536-60-43 - ARP18607-5366043

Secondary Name: ARP Fund/Transfer-Out Utilities Capital Fund

Secondary Number: 186-9100-581-90-45

Tertiary Account Name: Utilities Capital-Util. Maintenance/CIP Infrastructure

Tertiary Account Number: 413-5030-536-65-30

Quaternary Account Name: Utilities Capital Fund/Transfer-In ARP Fund

Quaternary Account Number: 413-0000-381-18-00

Background/History

The City is implementing a project to update the City's gateway signage, to include the installation of additional Electronic Message Board Monuments. On May 2, 2023, the Capital Facilities Advisory Committee ("CFAC") approved Types A, B, C, and D Monument Signs. Types A and B are Electronic Message Board Monuments to display for vehicle traffic; Type C is Welcoming Monument Signs; and Type D is a digital kiosk for pedestrian traffic.

On June 26, 2024, the CFAC approved the installation of one Type B Electronic Message Board Monument at the southwest corner of SW 10th Street and Dixie Highway, and one Type B Electronic Message Board Monument at the intersection of SE 10th Street and Federal Highway.

Current Activity

On September 25, 2024, the Invitation to Bid for Construction (ITBC) was advertised in the legal

notices section of the Broward County Website. The notice was sent to 411 prospective respondents via the e- Procurement Marketplace. Nine vendors viewed the documents of the ITBC. On October 29, 2024, at 2:00 p.m. EST, the Purchasing and Contract Administration Division (the "Division") closed and unsealed one response. The response was reviewed by the Division to ensure the response met the ITBC requirements, and the Division determined that the apparent sole, low bidder, Kenco Sign and Awning, LLC met all the requirements of the ITBC. The Division discussed the response with the Department of Environmental Services, who concurred that Kenco Sign and Awning, LLC met all the requirements of the ITBC. The substantial completion for the project shall be within 120 calendar days and the vendor shall achieve final completion within 150 calendar days of the City's issuance of the Notice to Proceed. Reference checks were conducted on Kenco Sign and Awning, LLC and revealed positive ratings.

Funding for this project is through an appropriation from the American Rescue Plan Act as a result of the City not moving forward with the Ammonia Conversion project in which bids exceeded available funds.

Recommendation

It is recommended that the City Commission of the City of Deerfield Beach approve a contract with Kenco Sign and Awning, LLC for an amount not to exceed \$175,284.

RESOLUTION NO. 2024/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE AWARD OF ITBC #24-14-PEC FOR THE INSTALLATION OF MONUMENT SIGNS AT TWO LOCATIONS WITHIN THE CITY TO KENCO SIGN AND AWNING, LLC; AUTHORIZING EXECUTION OF A CONTRACT WITH KENCO SIGN AND AWNING, LLC, THE SOLE RESPONSIVE AND RESPONSIBLE BIDDER, IN AN AMOUNT NOT TO EXCEED \$175,284.00; PROVIDING FOR APPROPRIATION OF FUNDING, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City issued Invitation to Bid Construction #24-14-PEC (the “ITBC”) seeking a qualified vendor to provide construction services for the installation of monument signs at specific locations within the City (the “Project”); and

WHEREAS, the ITBC was advertised in the legal notices section of Broward County’s designated website on September 25, 2024, and the notice was sent to 411 prospective vendors via the e-Procurement Marketplace with nine (9) vendors viewing the ITBC documents; and

WHEREAS, on October 29, 2024, at 2:00 p.m., the ITBC due date and time, the Purchasing and Contract Division (the “Division”) opened the one bid that was timely received, and reviewed the bid to ensure that it met the ITBC requirements; and

WHEREAS, the Division reviewed the bid submitted by Kenco Sign and Awning, LLC (“Kenco”), the apparent sole bidder, discussed the bid response with the Department of Environmental Services staff and concluded that Kenco met all the requirements of the ITBC; and

WHEREAS, Kenco will install two Type B Electronic Message Board Monument Signs at the following locations: (1) the southwest corner of SW 10th Street and Dixie Highway, and (2) at the intersection of SE 10th Street and Federal Highway (collectively, the “Locations”); and

WHEREAS, the Project is to be substantially completed within 120 calendar days from the issuance of the Notice to Proceed with final completion to be achieved within 150 calendar days of the Notice to Proceed; and

WHEREAS, the Division recommends that the City Commission approve the award of the ITBC to Kenco, the sole responsive and responsible bidder to the ITBC, and authorize execution of a contract with Kenco to provide construction services for the installation of the two monument signs at the Locations in an amount not to exceed \$175,284.00 (the “Contract”); and

WHEREAS, to provide sufficient funding for the Contract, staff is recommending a budget transfer and appropriation in the amount of \$25,000.00 from the Utilities Capital Fund to the ARPA Fund (the “Monument Signs Appropriation”).

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 award of the ITBC to Kenco to provide construction services for the installation of the two monument signs at the Locations (the “Services”), in an amount not to exceed \$175,284.00.

Section 3. The Interim City Manager is hereby authorized to execute the Contract with Kenco to provide the Services in an amount not to exceed \$175,284.00 based upon the terms and conditions of the ITBC, together with such additional terms as are acceptable to the Interim City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4. The appropriate City officials are authorized to do all things necessary to carry out the aims of this Resolution, including but not limited to taking all necessary actions to implement the Monument Signs Appropriation in the amount of \$25,000.00 and processing any required amendment to the FY 2025 Budget for the City Commission’s consideration that is necessary to effectuate the Monument Signs Appropriation.

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: Priscilla Cygielnik, Director of Environmental Services

FROM: Genesis Cuevas, Senior Buyer

THRU: Peggy Cadeaux, Purchasing Manager

DATE: November 19, 2024

SUBJECT: INVITATION TO BID NO. 24-14-PEC, CITY OF DEERFIELD BEACH MONUMENT SIGNS

The Procurement Contract Administration Division issued an Invitation to Bid Construction (ITBC) for the City of Deerfield Beach Monument Signs, ITBC #24-14-PEC. This formal competitive solicitation complies with the City of Deerfield Beach procurement requirements. Details of the competitive solicitation process are as follows:

- On September 25, 2024, the ITBC was advertised in the legal notices section of the Broward County Website. The notice was sent to four hundred eleven (411) prospective respondents via the e- Procurement Marketplace.
- Nine (9) vendors viewed the documents of the ITBC.
- On October 15, 2024 at 10:00 a.m., a Non-Mandatory Pre-Bid Conference was held via Teams.
- On October 29, 2024 at 2:00 p.m. EST, the Procurement and Contract Administration Division closed and unsealed one (1) response. The response was reviewed by the Procurement and Contract Administration Division to ensure the response met the ITBC requirements.
- The apparent sole low bidder, Kenco Sign and Awning LLC met all the requirements of the ITBC.
- On November 13, 2024, the City elected to forego the Type C signs that was originally in the ITB package, and the city now intends to duplicate the Type B line items, which will bring the contract award to near \$175,284.00. Kenco Sign and Awning, LLC agreed to honor the unit pricing submitted for all Type B items as indicated in the attached bid tabulation submission. ARPA funding will still be applicable for the Type B line items.
- The Procurement and Contract Administration Division discussed the response with the Department of Environmental Services staff, who concurred that Kenco Sign and Awning LLC meets all the requirements of the ITBC.
- The substantial completion for the project shall be within One-Hundred Twenty (120) calendar days and the vendor shall achieve final completion within One-Hundred Fifty (150)

calendar days of the City's issuance of the Notice to Proceed.

- Reference checks were conducted on Kenco Sign and Awning LLC and revealed positive ratings.
- Documentation related to this solicitation may be obtained by e-mailing procurement@deerfield-beach.com. You may contact the Purchasing and Contract Administration Division at 954- 480-4381 with any questions.

In summary, Kenco Sign and Awning LLC is the sole, low, responsive and responsible bidder able to meet the ITBC requirements; therefore, the award recommendation of this ITBC is to Kenco Sign and Awning LLC.

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

Att. Tabulation Summary, Tabulation Sheets, Scope of Work

Event Number	24-14-PEC Addendum 4	Organization	City of Deerfield Beach
Event Title	City of Deerfield Beach Monument Signs	Workgroup	Purchasing Dept.
Event Description	Scope: The City of Deerfield Beach is soliciti	Event Owner	Peggy Cadeaux
Event Type	ITB (Construction)	Email	pcadeaux@deerfield-beach.com
Issue Date	9/25/2024 06:07:32 PM (ET)	Phone	
Close Date	10/29/2024 02:00:00 PM (ET)	Fax	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
Kenco Sign & Awning LLC	Holly Hill	FL	10/29/2024 10:12:03 AM (ET)	9	\$149,642.00

Please note: Lines Responded and Response Total only includes responses to specification. No alternate response data is included.

1	Survey for permits as per ITBC documents.					
	Supplier	QTY	UOM	Estimated	Price	Extended Supplier Notes
	Kenco Sign & Awning LLC	1	Lump Sum		\$1,500.00	\$1,500.00
2	Construction of the foundation for one Type B (Electronic LED display message board) monument sign as per ITBC documents.					
	Supplier	QTY	UOM	Estimated	Price	Extended Supplier Notes
	Kenco Sign & Awning LLC	1	Lump Sum		\$15,000.00	\$15,000.00 AS PER SPECIFICATIONS
3	Construction of the foundation for one Type C-1 (Welcome sign) monument sign as per ITBC documents.					
	Supplier	QTY	UOM	Estimated	Price	Extended Supplier Notes
	Kenco Sign & Awning LLC	1	Lump Sum		\$15,000.00	\$15,000.00 AS PER SPECIFICATIONS
4	Construction of the electrical supply for one Type B (Electronic LED display message board) monument sign as per ITBC documents.					
	Supplier	QTY	UOM	Estimated	Price	Extended Supplier Notes
	Kenco Sign & Awning LLC	1	Lump Sum		\$22,000.00	\$22,000.00 REQUIRES UNDERGROUND PIPING, VERTICAL BORING AND WIRE
5	Construction of the electrical supply for one Type C-1 (Welcome sign) monument sign as per ITBC documents.					
	Supplier	QTY	UOM	Estimated	Price	Extended Supplier Notes
	Kenco Sign & Awning LLC	1	Lump Sum		\$22,000.00	\$22,000.00 REQUIRES UNDERGROUND PIPING, VERTICAL BORING AND WIRE
6	Type B (Electronic LED display message board) monument sign (Includes shop drawings, fabrication and installation) as per ITBC documents.					
	Supplier	QTY	UOM	Estimated	Price	Extended Supplier Notes
	Kenco Sign & Awning LLC	1	Lump Sum		\$44,142.00	\$44,142.00 INCLUDES WATCHFIRE SIGN (SEE ATTACHED SPECIFICATIONS)
7	Type C-1 (Welcome sign) monument sign (Including shop drawings, fabrication and installation) as per ITBC documents.					
	Supplier	QTY	UOM	Estimated	Price	Extended Supplier Notes
	Kenco Sign & Awning LLC	1	Lump Sum		\$18,500.00	\$18,500.00 AS PER SPECIFICATIONS
8	Permitting (allowance)					
	Supplier	QTY	UOM	Estimated	Price	Extended Supplier Notes
	Kenco Sign & Awning LLC	1	Lump Sum		\$3,500.00	\$3,500.00 ALSO INCLUDED ENGINEERING
9	Contingency (allowance)					
	Supplier	QTY	UOM	Estimated	Price	Extended Supplier Notes
	Kenco Sign & Awning LLC	1	Lump Sum		\$8,000.00	\$8,000.00

**CITY OF DEERFIELD BEACH
SIGN MONUMENTS
SCOPE OF WORK**

BACKGROUND

The City of Deerfield Beach, located at the northeast corner of Broward County, is conveniently accessible via interstate, federal and state highways. As it travels in the north-south direction through South Florida, Interstate 95 intersects Hillsboro Boulevard, SW 10th Street, and Sample Road, the three major east-west roadways through the City, which, in turn, connect to Federal Highway, Dixie Highway, Military Trail and Powerline Road, the main north-south City roadways.

The City has recently developed a new Monument Signs standard for both Message Boards and Welcome Signs and determined locations across the City to install new monument signs.

PROJECT SCOPE

The City of Deerfield Beach is soliciting bids for two (2) monument signs to be installed in the City at specific locations as per the bid drawings.

Bids are being solicited only from responsible and established bidders known to be experienced and regularly engaged in the work of signage fabrication and installation.

The successful contractor must provide:

- a) All materials, labor, tools, equipment, and transportation necessary to complete the work described in this bid, in accordance with the bid specifications and drawings in addition to the manufacturer's specifications.
- b) Full site survey:
Survey should include verification of clear lines of sight and sight distance triangle as indicated in plans.
- c) Services included:
 - i. LED display supporting structure, and its foundation.
 - ii. Electrical power supply.
 - iii. LED communications.
- d) Contractor shall secure all required permitting.
- e) Single source turnkey monument signs fabrication and installation services.
- f) All electrical services required, in strict accordance with all Local, State and Federal Codes, by licensed electrician.
- g) Capability for internet and cellular modem communication.
- ~~h) Solar power as an alternate to electrical feed.~~

FPL:

Awarded Contractor is to request electric service from FPL, and coordinate with FPL the installation of the corresponding meter for each location address in the project, as follows:

- **Monument sign type B: 1013 S Dixie Hwy – LID 638133**
- **Monument sign Type C-1: 627 N Military Trl FPL – LID 638132**

Lump sum associated with the electric service must be included in line items 4 and 5.

CITY OF DEERFIELD BEACH SIGN MONUMENTS

Records.

As-Built Drawings. During the Work, Contractor must maintain records of all deviations from the Drawings as approved by the Project Consultant and prepare two copies of As-Built Record Drawings showing correctly and accurately all changes and deviations made during construction to reflect the Work as it was actually constructed. It is the responsibility of the Contractor to check the As-Built Drawings for errors and omissions prior to submittal to the City and to certify in writing that the As-Built Record Drawings are correct and accurate, including the actual location of all infrastructure, internal piping, and electrical/signal conduits in or below the concrete floor (indicating the size, depth, and voltage in each conduit). To record actual construction, Contractor must legibly mark on-site structures and site Work as follows:

- Depths of various elements of foundation in relation to finish first floor datum.
- All underground piping and ductwork with elevations and dimensions and locations of valves, pull boxes, etc. Changes in location. Horizontal and vertical locations of underground utilities and appurtenances referenced to permanent surface improvements. Actual installed pipe material, class, etc.
- Location of internal utilities and appurtenances concealed in the construction, referenced to visible and accessible features of the structure. Locations of access panels or doors for items needing periodic maintenance.
- Field changes in dimensions and details.
- Changes made by Project Consultant's written instructions or by Change Order.
- Details not on original Contract Drawings.
- Equipment, conduit, electrical panel locations

Deviation of Quantities:

The City reserves the right to add, modify, or delete quantities. The City may also elect to add or eliminate certain work locations at its discretion. The Contractor will not be entitled to any adjustment of unit prices or any other form of additional compensation because of adjustments made to quantities and/or work locations. The contractor will be paid for actual in-place quantities completed and accepted for pay items listed in the Bid Schedule. The city may be entitled to additional compensation if the FPL connection for future locations is substantially different than the existing locations.

END OF SECTION



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2024-589

Agenda Date: 11/19/2024

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 and authorizing execution of the Second Amendment to the Interlocal Agreement with Broward County for Surtax Funded Municipal Transportation Project Pioneer Grove Infrastructure Improvements and Complete Streets (DEER-005 and -006) to include the construction documents, deliverables for Phase 2, details on the appropriated surtax funding for Phase 2, and to extend the initial term of the Agreement; providing for implementation and an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$2,199,903.27 (Revenue)

Account Name: Road & Bridge/Transit Surtax

Account Number: 180-0000-312-60-12

Secondary Account Name: General Capital/Transfer-In Road & Bridge

Secondary Account Number: 399-0000-381-07-00

Background/History

This is the Second Amendment ("Amendment") to the Interlocal Agreement for the Surtax-Funded Municipal Transportation Project DEER-005 and -006, dated September 8, 2021 (the "Agreement") between Broward County and the City of Deerfield Beach. The Agreement was amended by the First Amendment dated March 2, 2023. On September 19, 2023, the Broward County Board of County Commissioners approved the County's Five-Year Capital Program, which included funding from the Transportation Surtax for the construction phase of the Project ("Phase 2"). The Parties now desire to amend the Agreement to include the construction documents, deliverables for Phase 2, details on the appropriated surtax funding for Phase 2, and to extend the Initial Term of the Agreement.

The Second Amendment extends the term to September 30, 2027. The maximum not to exceed funding amount for Phase 1 (Design) and Phase 2 (Construction) from Surtax Funding is \$2,500,000.00. The County previously awarded and paid the City \$300,000 for Phase 1 (Design) of the Project. After completion of Phase 1, the City reported expenses of \$300,000.00, with earned interest of \$96.73. The earned interest will be applied to Phase 2 (Construction) of the Project for total Surtax Funding in the amount of \$2,199,903.27.

Current Activity

The City of Deerfield Beach, Florida will be advertising an Invitation to Bid (ITB) to qualified and

experienced Contractors to submit bids for construction services of the Pioneer Village Streetscape Improvements Project. The work to be done is partially funded by the Mobility Advancement Program with the balance of the project funds from local funds.

The Project consists of streetscape improvements to include sidewalk, curb and gutter, drainage improvements, signing, and pavement markings for NE/SE 2nd Avenue between Eller Street and SW 10th Street. Work shall include but not be limited to demolition, civil site work, drainage improvements, and landscaping. Lighting will be installed separately by contract with FPL.

Recommendation

It is recommended that the City Commission approve and authorize execution of the Second Amendment to the Interlocal Agreement between Broward County and the City of Deerfield Beach for Surtax Funded Municipal Transportation Project: Pioneer Grove Infrastructure Improvements and Complete Streets (DEER-005 and -006).

RESOLUTION NO. 2024/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING AND AUTHORIZING EXECUTION OF THE SECOND AMENDMENT TO THE INTERLOCAL AGREEMENT WITH BROWARD COUNTY FOR SURTAX FUNDED MUNICIPAL TRANSPORTATION PROJECT PIONEER GROVE INFRASTRUCTURE IMPROVEMENTS AND COMPLETE STREETS (DEER-005 AND -006) TO INCLUDE THE CONSTRUCTION DOCUMENTS, DELIVERABLES FOR PHASE 2, DETAILS ON THE APPROPRIATED SURTAX FUNDING FOR PHASE 2, AND TO EXTEND THE INITIAL TERM OF THE AGREEMENT; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, the City of Deerfield Beach (the “City”) and Broward County (the “County”) entered into an Interlocal Agreement, dated September 8, 2021, (the “Surtax ILA”) for Pioneer Grove Infrastructure Improvements and Complete Streets (DEER-005 and -006), which is a transportation surtax funded project (the “Project”); and

WHEREAS, the Surtax ILA was amended on March 2, 2023 (“First Amendment”) to extend the term to November 20, 2023; and

WHEREAS, on September 19, 2023, the Broward County Board of County Commissioners approved the County’s Five-Year Capital Program, which included funding from the Transportation Surtax for the construction phase of the Project; and

WHEREAS, the City and County desire to amend the Surtax ILA to extend the term of the Surtax ILA to September 30, 2027, include the construction documents, deliverables for Phase 2, and details on the appropriated surtax funding for Phase 2 (the “Second Amendment”); and

WHEREAS, staff recommends that the City Commission approve and authorize execution of the Second Amendment to the Surtax ILA, attached as Exhibit “1”, in order for the City to complete Phase 2 of the Project; and

WHEREAS, the City Commission finds it is in the best interest of the City to approve and authorize the execution of the Second Amendment, attached as Exhibit “1”.

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

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

Section 2. The City Commission hereby approves the Second Amendment to the Surtax ILA (DEER-005 and DEER-006), attached as Exhibit “1”.

Section 3. The Interim City Manager is authorized to execute the Second Amendment to the Surtax ILA, attached as Exhibit “1”, together with such non-substantial changes as are acceptable to the Interim 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



**SECOND AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF
DEERFIELD BEACH FOR SURTAX-FUNDED MUNICIPAL TRANSPORTATION PROJECT:
PIONEER GROVE INFRASTRUCTURE IMPROVEMENTS AND COMPLETE STREETS (DEER-005 AND -006)**

This is the Second Amendment ("Amendment") to the Agreement (defined below) between Broward County, a political subdivision of the State of Florida ("County"), and the City of Deerfield Beach, a municipality of the State of Florida ("Municipality") (each a "Party" and collectively referred to as the "Parties").

RECITALS

A. The Parties entered into the Interlocal Agreement for the Surtax-Funded Municipal Transportation Project DEER-0005 and -006, dated September 8, 2021 (the "Original Agreement").

B. The Original Agreement was amended by a First Amendment dated March 2, 2023 ("First Amendment"). The Original Agreement, as amended by the First Amendment, is referred to herein as the "Agreement."

C. On September 19, 2023, the Broward County Board of County Commissioners approved the County's Five-Year Capital Program, which included funding from the Transportation Surtax for the construction phase of the Project ("Phase 2"). The Parties now desire to amend the Agreement to include the construction documents, deliverables for Phase 2, details on the appropriated surtax funding for Phase 2, and to extend the Initial Term of the Agreement.

Now, therefore, in consideration of the mutual terms and conditions, promises, covenants, and payments hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, County and Municipality agree as follows:

1. The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this Amendment shall retain the meaning ascribed to such terms in the Agreement.

2. Unless otherwise expressly stated herein, amendments to the Agreement made pursuant to this Amendment are indicated herein by use of strikethroughs to indicate deletions and bold/underlining to indicate additions. Except as modified herein, all remaining terms and conditions of the Agreement shall remain in full force and effect.

3. Section 4.1 of the Agreement is amended as follows:

4.1 Term. The term of this Agreement shall begin on the date it is fully executed by the Parties ("Effective Date") and shall end on ~~November 20, 2023~~ **September 30, 2027** ("Initial Term"), unless extended pursuant to Section 4.2.

4. Section 5.4 of the Agreement is amended as follows:

Maximum Funding. Municipality acknowledges that the Maximum Funding Amount set forth below is the maximum amount payable by County and constitutes a limitation upon County's obligation to provide funding to Municipality for the Project. Municipality further acknowledges that subtotal amounts set forth below for the applicable phases and in the Funding Schedule

(including as amended) are the maximum amounts payable for the applicable portions of the Project, and constitute limitations on County's obligation to provide funding to Municipality for the Project.

Description	Not-To-Exceed Amounts
Phase 1: Design <u>Funding – Complete</u> <u>Unspent Design-phase funding (interest will be carried over to Phase 2)</u>	\$300,000 <u>\$96.73</u>
<u>Total Surtax Funding for Phase 1</u>	<u>\$300,096.73</u>
<u>Phase 2: Construction Estimate</u> <u>Plus: Contingency</u> <u>Plus: CEI Services</u> <u>Total Phase 2 Budget</u>	<u>\$6,615,212.00</u> <u>\$660,000.00</u> <u>\$660,000.00</u> <u>\$7,935,212.00</u>
<u>Non-Surtax Funding from Municipality</u> <u>Total Surtax Budget for Phase 2</u>	<u>(\$5,735,212.00)</u> <u>\$2,200,000.00</u>
<u>Carryover of Phase 1 Surtax Funding to Municipality</u> <u>Total Surtax Funding for Phase 2</u>	<u>(\$96.73)</u> <u>\$2,199,903.27</u>
TOTAL MAXIMUM NOT-TO-EXCEED FUNDING AMOUNT <u>Phase 1 and Phase 2 Surtax Funding:</u>	\$300,000 <u>\$2,500,000.00</u>

Note 1: County previously awarded and paid Municipality \$300,000 for the design phase (Phase 1) of the Project. After completion of Phase 1, Municipality reported expenses of \$300,000.00, with earned interest of \$96.73. The earned interest will be applied to the construction phase (Phase 2) of the Project.

In no event shall County be liable to provide funding to Municipality in excess of the applicable amounts stated in the Funding Schedule or the Maximum Funding Amount, regardless of the basis for any claim or the basis for increased cost, including, without limitation, differing site conditions, delays, weather, or any other reason. If the actual costs of the Project exceed the amount County is obligated to fund per the Funding Schedule, as same may be amended pursuant to this Agreement, Municipality shall be solely responsible for funding any and all such additional amounts. Municipality is solely responsible for any and all costs to operate, support, and maintain the Project unless otherwise agreed in writing by the Parties; County has no obligation to fund any costs related to the Project except as expressly stated in this Agreement.

5. Section 11.6, "Notices" is amended as follows:

FOR COUNTY:

Broward County Administrator

Attn: Bertha Henry **Monica Cepero**

115 South Andrews Avenue, Room 409

Fort Lauderdale, Florida 33301
Email address: ~~bhenry@broward.org~~ mcepero@broward.org

With a copy to:

Broward County Attorney's Office:
Attn: ~~Angela J. Wallace~~ Nathaniel Klitsberg
115 South Andrews Avenue, Room 423
Fort Lauderdale, Florida 33301
Email address: ~~ajwallace@broward.org~~ nklitsberg@broward.org

...

6. The following text is added to Section 1 of Exhibit A of the Agreement as follows (bold and underlining omitted):

The Project shall be constructed in accordance with the Project's Plans, dated June 11, 2024, and Technical Specifications dated June 2024, incorporated herein by this reference.

7. A new Section 4 is added to Exhibit A as follows (bold and underline omitted):

4. Construction Deliverables and Schedule

DELIVERABLES: Phase 2 - Construction

No.	Description	Duration/Deadline	Acceptance Criteria
1	Project Construction Advertising Bid, Award, Construction Contract execution	February 28, 2025	Approved Solicitation; Fully Executed Construction Agreement
2	Notice to Proceed (NTP)	April 15, 2025	NTP Issued by Municipality
3	25% of Project work completed	January 15, 2026	Project is 25% complete, as determined by the Contract Administrator
4	50% of Project work completed	September 15, 2026	Project is 50% complete, as determined by the Contract Administrator
5	Substantial Completion	March 15, 2027	Includes punch list items, final inspections, and non-substantial work items
6	Final Completion	April 15, 2027	Project is certified, Consultant/Engineer/PM's Notice of Acceptability presented by City, and Final Payment Issued

Project Schedule: Phase 2

Description	Deadline
Project Construction Advertising Bid, Award, Construction Contract execution	February 28, 2025
Notice to Proceed (NTP)	April 15, 2025
25% of Project work completed	January 15, 2026
50% of Project work completed	September 15, 2026
Substantial Completion	March 15, 2027
Final Project Completion	April 15, 2027

8. New text is added to Exhibit B of the Agreement as follows (bold and underline omitted):

For the construction phase, Municipality shall invoice County the Maximum Not-To-Exceed Amount stated below, which funds shall be used only for the applicable Deliverable or Phase. Upon completion of the applicable deliverable or phase, Municipality shall submit documentation to County demonstrating the actual expenditures and the total amount of funds received for that deliverable and not yet expended, which amounts shall be credited toward the subsequent deliverable payment or refunded to County, as requested by the Contract Administrator. Absent prior written approval by the Contract Administrator, Municipality may not invoice County for funding for a subsequent Deliverable or Phase until all prior Deliverables or Phases have been satisfactorily completed. Municipality may not invoice for a Deliverable or Phase for which a not-to-exceed amount has not been specified in the applicable Funding Schedule.

Deliverable/Phase Description (Phase 2 – Construction)	Maximum Not-to-Exceed Amount
<u>Deliverables 1-3 Project Construction Advertising Bid, Award, Construction Contract execution; Notice to Proceed (NTP); 25% of Project work completed</u>	<u>\$549,975.82</u>
<u>Deliverable 4 50% of Project work completed</u>	<u>\$549,975.82</u>
<u>Deliverable 5 Substantial Completion</u>	<u>\$549,975.82</u>
<u>Deliverable 6 Final Completion</u>	<u>\$549,975.81</u>
<u>GRAND TOTAL</u>	<u>\$2,199,903.27</u>

9. In the event of any conflict or ambiguity between this Amendment and the Agreement, the Parties agree that this Amendment shall control. The Agreement, as amended herein by this Amendment, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the Parties agree that there are no

commitments, agreements, or understandings concerning the subject matter hereof that are not contained in the Agreement as amended in this Amendment. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

10. Preparation of this Amendment has been a joint effort of the Parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than any other.

11. Municipality acknowledges that through the date this Amendment is executed by Municipality, Municipality has no claims or disputes against County with respect to any of the matters covered by the Agreement.

12. The effective date of this Amendment shall be the date of complete execution by the Parties.

13. This Amendment may be executed in multiple originals or in counterparts, whether signed physically or electronically; each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same agreement.

(The remainder of this page is blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Amendment: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Administrator, authorized to execute same by Board action on the 25th day of August, 2020, Agenda Item No. 86, and CITY OF DEERFIELD BEACH, signing by and through its Authorized Signer, duly authorized to execute same.

BROWARD COUNTY

BROWARD COUNTY, by and through
its County Administrator

By _____
Monica Cepero

____ 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 _____
Nathaniel A. Klitsberg (Date)
Transportation Surtax General Counsel

**SECOND AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF
DEERFIELD BEACH FOR SURTAX-FUNDED MUNICIPAL TRANSPORTATION PROJECT:
PIONEER GROVE INFRASTRUCTURE IMPROVEMENTS AND COMPLETE STREETS (DEER-005 AND 006)**

MUNICIPALITY

ATTEST:

CITY OF DEERFIELD BEACH

Heather Montemayor, City Clerk
CITY OF DEERFIELD BEACH

By: _____
Rodney Brimlow, Interim City Manager

_____ day of _____, 2024

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

Anthony C. Soroka, City Attorney



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2024-629

Agenda Date: 11/19/2024

Status: CITY COMMISSION
BUSINESS

In Control: City Commission

Title

Resolution 2024/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, ratifying the appointment of Rodney Brimlow as Interim City Manager, effective November 6, 2024; approving and authorizing execution of an employment agreement with Mr. Brimlow for service as Interim City Manager; and providing for an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

At the November 6, 2024 City Commission Meeting, the City Commission appointed Rodney Brimlow to serve as Interim City Manager, effective November 6, 2024.

Current Activity

The enclosed Resolution ratifies the City Commission's appointment of Rodney Brimlow as Interim City Manager, effective November 6, 2024, and approves an Employment Agreement with Mr. Brimlow for service as the Interim City Manager. The enclosed Resolution provides that the City Commission has judged Mr. Brimlow's qualifications and performance and finds that he presented both the qualifications, character and performance that would justify his appointment and service as Interim City Manager, and that the qualifications for service as Interim City Manager have been satisfied.

The proposed Employment Agreement with Mr. Brimlow for service as Interim City Manager is generally consistent with the terms of the Agreement that was executed for the prior Interim City Manager.

Recommendation

Consideration.

RESOLUTION NO. 2024/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, RATIFYING THE APPOINTMENT OF RODNEY BRIMLOW AS INTERIM CITY MANAGER, EFFECTIVE NOVEMBER 6, 2024; APPROVING AND AUTHORIZING EXECUTION OF AN EMPLOYMENT AGREEMENT WITH MR. BRIMLOW FOR SERVICE AS INTERIM CITY MANAGER; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, at the November 6, 2024 City Commission Meeting, the City Commission appointed Rodney Brimlow to serve as Interim City Manager, effective November 6, 2024; and

WHEREAS, the City Commission has judged his qualifications and performance and finds that he presented both the qualifications, character and performance that would justify his appointment and service as Interim City Manager; and

WHEREAS, the City Commission desires for Mr. Brimlow to serve as Interim City Manager of the City of Deerfield Beach to undertake the functions of City Manager as set forth in Article IV of the City Charter, effective November 6, 2024; and

WHEREAS, the City Commission finds that the qualifications for service as Interim City Manager are satisfied; and

WHEREAS, the City Commission finds that the Employment Agreement with Rodney Brimlow to serve as Interim City Manager, attached as Exhibit “A”, (the “Agreement”) is fair and provides reasonable compensation for Mr. Brimlow to serve as Interim City Manager; and

WHEREAS, the City Commission finds that it is in the best interests of the City to ratify the City Commission’s appointment of Rodney Brimlow as Interim City Manager, effective November 6, 2024, and to approve the Agreement.

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

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

Section 2. The City Commission hereby ratifies its appointment of Rodney Brimlow as Interim City Manager, effective November 6, 2024. Mr. Brimlow, as Interim City Manager, shall perform all of the applicable duties as set forth in Article IV of the City Charter related to the City Manager and shall be subject to the direction of the City Commission as set forth in the City Charter or otherwise provided by law.

Section 3. The City Commission finds that the Agreement with Rodney Brimlow, attached as Exhibit “A”, is reasonable and appropriate and is hereby approved. The Mayor is authorized to execute the Agreement.

Section 4. To the extent Section 4.01 of the City Charter regarding residency may be interpreted to apply to an Interim City Manager role and Mr. Brimlow’s service in such role, the City Commission hereby acknowledges and approves of Mr. Brimlow residing outside of the City while serving as Interim City Manager.

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

PASSED AND ADOPTED THIS _____ DAY OF _____, 2024.

BILL GANZ, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

AGREEMENT FOR TEMPORARY SERVICES AS INTERIM CITY MANAGER

THIS AGREEMENT (the "Agreement") is entered into this ____ day of November 2024, by and between Rodney Brimlow ("Brimlow") and the City of Deerfield Beach (the "City").

WHEREAS, the City Commission desires to appoint an Interim City Manager to perform the duties of the City Manager until a permanent City Manager is appointed by the City Commission; and

WHEREAS, at the November 6, 2024 City Commission Meeting, the City Commission appointed Rodney Brimlow to serve as Interim City Manager, effective November 6, 2024; and

WHEREAS, the appointment is a temporary and interim appointment for service as Interim City Manager at the convenience of the City Commission and such appointment is terminable without cause by the City Commission at any time; and

WHEREAS, it is understood and agreed that Brimlow, who presently serves as the Director of Public Safety for the City, shall continue in that position with no loss of seniority or benefits to which he would be entitled under his current tenure as the Director of Public Safety; and

WHEREAS, at the conclusion of his service as Interim City Manager, Brimlow will be permitted to return to his position of Director of Public Safety at the same salary and benefits that he currently is entitled to as Director of Public Safety (plus any merit and COLA increases afforded to other members of the senior executive staff classification during his service as Interim City Manager); and

WHEREAS, based upon the fact that Brimlow will be undertaking the role of Interim City Manager while continuing his role as Director of Public Safety, the City recognizes that an increase in compensation is appropriate for the period he performs both roles.

NOW, THEREFORE BE IT AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

Section 1. The above "WHEREAS" clauses are true and correct and made a part.

Section 2. Brimlow shall serve as Interim City Manager at the pleasure of the City Commission, effective November 6, 2024. Mr. Brimlow's service shall be in addition to his service as Director of Public Safety and he shall continue to serve as Director of Public Safety with no loss of seniority, continuity of service or other benefits to which he is presently entitled as Director of Public Safety.

Section 3. During Mr. Brimlow's service as both Interim City Manager and Director of Public Safety, his total annual compensation shall be \$220,849 (effective commencing on November 6, 2024) as compensation for service in both positions, in addition to a monthly auto allowance of \$600, both of which shall be apportioned based upon 26 pay periods and paid biweekly. During the period that Brimlow serves as both Interim City Manager and Director of Public Safety, in addition to the salary provided for in this Agreement, Brimlow shall continue to receive the same benefits he is presently receiving as Director of Public Safety (excluding the lower auto allowance provided in his role as Director of Public Safety), and no other additional compensation shall be due to Brimlow, unless specifically set forth in this Agreement.

Section 4. At such time that Brimlow ceases to serve as Interim City Manager, the additional salary compensation and increased auto allowance provided herein shall immediately cease and Mr. Brimlow's total annual salary and monthly auto allowance shall return to the salary and auto allowance he received immediately prior to his appointment as Interim City Manager, subject to any salary increases he is entitled to receive pursuant to the benefits afforded to other members of the senior executive staff (including cost of living adjustments and any merit increases such senior executive staff would be entitled to during Brimlow's term of service as Interim City Manager).

Section 5. During the time that Brimlow serves as Interim City Manager, he shall have all powers and authority of the City Manager of Deerfield Beach as provided for in the City Charter and otherwise provided by applicable law.

Section 6. Brimlow may be removed from his position as Interim City Manager at any time by majority vote of the City Commission. In the event the City Commission selects a successor City Manager, Brimlow's term as Interim City Manager shall terminate at the time the newly appointed City Manager begins his or her term. At the conclusion of his term as Interim City Manager, Brimlow shall continue to serve as Director of Public Safety, unless he is appointed to serve as the permanent City Manager by the City Commission.

Section 7. This Agreement incorporates and includes all prior negotiations, correspondence, agreements or understandings applicable to the matters contained herein; and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

Section 8. This Agreement shall be governed, construed and controlled according to the laws of the State of Florida.

Section 9. The parties agree that no change, amendment, alteration or modification in the terms and conditions of this Agreement shall be effective unless contained in a written document executed by both parties to this Agreement with the same formality and of equal dignity to this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: City, signing by and through its Mayor, attested to and duly authorized to execute same by the City Commission of the City of Deerfield Beach and by Brimlow, attested to and duly authorized to execute same.

Witnesses:

CITY OF DEERFIELD BEACH

By: _____
Mayor Bill Ganz

Date: _____

ATTEST:

Heather Montemayor, City Clerk

Witnesses:

RODNEY BRIMLOW

By: _____
Rodney Brimlow

Date: _____