



Regular City Commission Meeting Agenda

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

Mayor Todd Drosky

Vice Mayor Ben Preston

District 1 Commissioner Michael Hudak

District 3 Commissioner Daniel Shanetzky

District 4 Commissioner Tom Plaut

Tuesday

May 20, 2025

7:00 PM

CALL TO ORDER & ROLL CALL

MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

APPROVAL OF CITY COMMISSION MINUTES

Regular City Commission Meeting Minutes

Attachment: April 22, 2025

ACKNOWLEDGEMENT OF CITY BOARD MINUTES

Code Compliance Meeting Minutes

Attachment: March 11, 2025, March 28, 2025

Planning & Zoning Board Meeting Minutes

Attachment: April 3, 2025

African American Heritage Board Meeting Minutes

Attachment: April 10, 2025

APPROVAL OF THE AGENDA

May 20, 2025

ZOOM INFORMATION

Join Zoom Meeting by clicking the below link:

<https://deerfield-beach.zoom.us/j/86512990561?pwd=aDjbSlcEiUAvaiNsu39mm1diVLUHbM.1>

Join Zoom Meeting via telephone by dialing:

Call-in Number: (301) 715-8592

Meeting ID: 865 1299 0561#

Participant ID: #

Passcode: 916743#

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

Attachment: Zoom Instructions

AWARDS & RECOGNITION

- 1. Proclamation presented to the Combat Antisemitism Movement in recognition of Jewish American Heritage Month.**

Sponsor: Mayor Drosky

- 2. Certificate of Recognition presented to Anthony Cali for his life safety efforts.**

Sponsor: Office of Public Safety

- 3. Certificate of Recognition presented by Captain Hofstein to BSO Law Enforcement staff.**

Sponsor: BSO - Law Enforcement

- 4. Proclamation presented to the Office of the City Clerk in recognition of Professional Municipal Clerks Week.**

Sponsor: Mayor Drosky

ADDENDUM

5. **Certificate of Recognition presented to the Blanche Ely Class of 1965.**

Sponsor: Department of Public Affairs & Marketing

PRESENTATIONS

6. **Presentation by the Florida Department of Transportation (FDOT) regarding upcoming improvements to the SW 10th Street Connector Project.**

Sponsor: Department of Planning & Development Services

Attachment: SW 10th Street Connector Project

7. **Presentation of the Summary of Findings Report for the Dixie Highway Community Outreach and Rezoning Project.**

Sponsor: Department of Economic Development

Attachment: Dixie Highway

PUBLIC HEARINGS – SECOND READING

8. **P.H. 2025-081: ORDINANCE 2025/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING AND AUTHORIZING EXECUTION OF AN AMENDMENT TO THE LEASE AGREEMENT BETWEEN THE CITY OF DEERFIELD BEACH AND DEERFIELD BEACH CAFÉ, LLC, FOR THE LEASE OF THE CITY'S PIER RESTAURANT FOR A TWENTY-YEAR TERM, WITH TWO, FIVE YEAR RENEWAL OPTIONS; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.**

Suggested Action: Commission to vote on Ordinance

Voting Requirement: Adoption requires a 4/5 vote of the City Commission

Sponsor: Office of the City Attorney

Attachment: Pier Restaurant Lease**PUBLIC COMMENT**

Persons addressing the Commission shall state his/her name and address and may speak for three (3) minutes. 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

- 9. Resolution 2025/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, appointing Shyvonna Rolle as an alternate member of the African American Heritage Committee; and providing for an effective date.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Mayor Drosky

Attachment: African American Heritage Committee

- 10. Resolution 2025/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, appointing members to the Charter Review Board; 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: Charter Review Board

11. Resolution 2025/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, appointing Elias Okun as an alternate member to the Planning and Zoning Board; 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: Commissioner Shanetzky

Attachment: Planning and Zoning Board

12. Resolution 2025/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, appointing Maria Blatch as a member of the Public Art Program Committee; and providing for an effective date.

Suggested Action: Commission to vote on Resolution

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

Sponsor: Commissioner Shanetzky

Attachment: Public Art Committee

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

13. Resolution 2025/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, authorizing the use of Law Enforcement Trust Funds in the total amount of \$237,000.00 for the purchase of enhanced crime prevention equipment, a utility task vehicle, and training pursuant to Section 932.7055, Florida Statutes, for use of law enforcement trust funds; providing for an effective date. (*Funds from Account #601-000-130-0000-000-38990-389100 - LETF/Use of Fund Balance & Account #601-200-210-2101-000-52100-506043 - LETF/Machinery and Equipment*)

Suggested Action: Commission to vote on Resolution

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

Sponsor: BSO - Law Enforcement

Attachment: Law Enforcement Trust Funds

14. Resolution 2025/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the issuance of a purchase order to Madsen/Barr Corporation for installation of five fire hydrants and related services in the amount of \$72,650.00, utilizing

the terms of the City of Boca Raton's RFP No. 2022-020 and contract; providing for execution and an effective date. (*Funds from Account #401-300-360-3603-000-53600-503299 - Utilities Maintenance/Other Contractual Services*)

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Environmental Services

Attachment: Madsen/Barr Corporation

15. Resolution 2025/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the issuance of a purchase order to Alan Jay Automotive Management, Inc. d/b/a Alan Jay Fleet Sales for the purchase of four pickup trucks in an amount not to exceed \$218,410.00, utilizing the terms of the City of Tallahassee's Request for Proposal and Contract No. 096-21-KM; approving the issuance of a purchase order with Matthews Bus Alliance, Inc. for the purchase of a passenger bus for the Department of Community Services in an amount not to exceed \$163,017.00, utilizing the terms of Florida Sheriff's Association Cooperative Contract No. FSA23-VEH21.0; providing for execution, appropriations, and an effective date. (*Funds from multiple accounts*)

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: Alan Jay Fleet Sales

16. Resolution 2025/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the issuance of a purchase order to Bozard Ford Co. for the purchase of a 2025 Ford Mustang Mach-E electric vehicle in an amount not to exceed \$36,465.00, utilizing the Florida Sheriff's Association Cooperative Purchasing Program Contract No. FSA24-VEL32.0; providing for appropriation, execution and an effective date. (*Funds from multiple accounts*)

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: Bozard Ford Co.

- 17. Resolution 2025/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the issuance of a purchase order to Southern Sewer Equipment Sales and Service, Inc., to furnish replacement parts and repair services for the City's NewWay Refuse Collection Trucks and Vac-Con Sewer Cleaning Vacuum Trucks in an amount not to exceed \$60,000.00 in accordance with Section 38-116(3)(c)(2) of the City's Procurement Code for sole source purchases; providing for implementation and an effective date. (*Funds from Account #100-000-000-0000-000-00000-141050 - Inventory Fleet Maintenance & Account #450-300-340-3400-000-53400-503806 - Material to Maintain Vehicles*)**

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: Southern Sewer Equipment Sales and Service, Inc.

- 18. Resolution 2025/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving Contract #JL025-06-2026 with the Areawide Council on Aging of Broward County, Inc. for the Local Services Program in an amount not to exceed \$118,380.00; authorizing execution of the Contract; providing for implementation and an effective date. (*Funds from Account #100-000-640-0000-000-33469-334698 - Local Service Program*)**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Community Services

Attachment: Local Services Program

- 19. Resolution 2025 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving Contract #JZ025-06-2026 with the Areawide Council on Aging of Broward County, Inc. for the Alzheimer's Disease Initiative Program in an amount not to exceed \$463,819.00; authorizing execution of the Contract; providing for implementation and an effective date. (*Funds from Account #100-000-640-0000-000-33469-334699 - ADI-State Grant*)**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Community Services

Attachment: Alzheimer's Disease Initiative Program

- 20. Resolution 2025/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the submission of an application to the U.S. Department of Transportation for the fiscal year 2025 Safe Streets and Roads for All Grant Program in the estimated amount of \$14,547,259.30 for the design and construction of roadway safety improvements along SW 10th Street from I-95 to S. Dixie Highway; authorizing the expenditure of 20% matching funds in the amount of \$3,636,814.81 and execution of a grant agreement, if the grant is awarded to the City; and providing for an effective date.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Community Services

Attachment: Safe Streets and Roads for All

- 21. Resolution 2025/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an amendment to the Hazard Mitigation Subgrant Agreement with the Florida Division of Emergency Management to reinstate and extend the Agreement for the Lift Station No. 5 Project until February 28, 2026; authorizing the request for extension and execution of the Amendment; and providing for an effective date.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Community Services

Attachment: Lift Station No. 5 Project

- 22. Resolution 2025/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an amendment to the Hazard Mitigation Subgrant Agreement with the Florida Division of Emergency Management to reinstate and extend the Agreement for Phase II of the City Hall Retrofit and Drainage Project until February 28, 2026; authorizing the request for extension and execution of the Amendment; and providing for an effective date.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Community Services

Attachment: City Hall Retrofit and Drainage Project

DEPARTMENTAL BUSINESS

23. Resolution 2025/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a change order with Heavy Civil, Inc. in an amount not to exceed \$183,415.10, inclusive of a 10% owner contingency, for additional services related to parking lot improvements for the Pioneer Grove Local Activity Center Drainage Improvements Project; approving a twenty-day extension to the final completion date for the Project; providing for execution, implementation, conflicts, and an effective date. (*Funds from Account #460-300-360-3800-000-53800-506031 - Improvements Other than Buildings*)

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: Heavy Civil, Inc.

COMMENTS BY ADMINISTRATION & LEGAL

COMMENTS BY MAYOR & CITY COMMISSION

ADJOURNMENT

FUTURE CITY COMMISSION MEETINGS

Regular City Commission Meeting - Tuesday, June 3, 2025

Any person wishing to appeal any decision made by the City Commission with respect to any matter considered at such meetings or hearings will need a record of the proceedings, and for such purposes may need to ensure that a verbatim record of the proceedings is made, which

record includes the testimony and the evidence upon which the appeal is made. The above notice is required by State Law (F.S. 286.0105). Anyone desiring a verbatim transcript shall have the responsibility, at his/her own expense, to arrange for the presence of a certified court reporter at the hearing.



Meeting Minutes City Commission

Tuesday, April 22, 2025

7:00 PM

Commission Chambers

CALL TO ORDER AND ROLL CALL

The meeting was called to order on the above date by Mayor Todd Drosky at 7:00 p.m., in the City Commission Chambers, City Hall, Deerfield Beach.

Present:

Commissioner Michael Hudak
Commissioner Tom Plaut
Commissioner Daniel Shanetzky
Vice Mayor Ben Preston
Mayor Todd Drosky

Also Present:

City Manager Rodney Brimlow
City Attorney Anthony Soroka
City Clerk Heather Montemayor

MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

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

APPROVAL OF CITY COMMISSION MINUTES

Regular City Commission Meeting Minutes - March 25, 2025

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

Yeas: 5 - Commissioner Hudak, Commissioner Plaut, Commissioner Shanetzky, Vice Mayor Preston, and Mayor Drosky
Nays: 0

ACKNOWLEDGEMENT OF CITY BOARD MINUTES

Community Redevelopment Agency Meeting Minutes - February 11, 2025
Code Compliance Meeting Minutes - February 8, 2025
Education Advisory Board Meeting Minutes - March 5, 2025
Planning & Zoning Board Meeting Minutes - March 6, 2025
African American Heritage Board Meeting Minutes - March 13, 2025
Community Appearance Board Meeting Minutes - March 13, 2025

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

Yeas: 5 - Commissioner Hudak, Commissioner Plaut, Commissioner Shanetzky, Vice Mayor Preston, and Mayor Drosky
Nays: 0

APPROVAL OF CITY COMMISSION AGENDA

April 22, 2025

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

Yeas: 5 - Commissioner Hudak, Commissioner Plaut, Commissioner Shanetzky, Vice Mayor Preston, and Mayor Drosky

Nays: 0

AWARDS & RECOGNITION**1. Presentation of the High School Scholarship Award.**

Mayor Drosky presented the scholarship awards to Jessica Kettlehut and Madelyn Edwards.

Thereafter, they both thanked the City for Deerfield Beach for the scholarship award, which will go towards college.

2. Presentation of the Centennial Poster Contest Award winners.

Mayor Drosky announced the contest award winners, and presented each with a certificate.

3. Presentation of the 2024-2025 Teacher of the Year and School-Related Employee of the Year.

Mayor Drosky announced the 2024-2025 Teacher of the Year and School-Related Employee of the Year, and presented each with a certificate.

4. Certificate of Recognition presented to The Frequency Drummers of Deerfield Park Elementary.

Vice Mayor Preston presented a certificate to The Frequency Drummers for winning 1st Place at the Battle of the Battery.

The Deerfield Park Elementary Band Director thanked the City for the recognition.

There was a brief recess from 7:44 p.m. to 7:57 p.m.

5. Proclamation in recognition of the Days of Remembrance of the Victims of the Holocaust.

Mayor Drosky presented the proclamation to David Cohen in recognition of Days of Remembrance.

Mr. Cohen thanked the Commission for the recognition.

6. Proclamation presented to the Deerfield Beach Housing Authority in recognition of National Fair Housing Month.

Mayor Drosky presented the proclamation to the Deerfield Beach Housing Authority (DBHA).

Annette Mitchell, DBHA Commissioner, thanked the Commission for the recognition.

7. Proclamation presented to the Deerfield Beach Rotary Club in recognition of National Volunteer Week.

Mayor Drosky presented the proclamation to the Deerfield Beach Rotary Club.

Gavin Curtis, Rotary Club President, thanked the Commission for the recognition.

QUASI-JUDICIAL PUBLIC HEARINGS**8. P.H. 2025-064: APPLICATION 14-B2-122 Rev. 3**

Applicant: **CHICK-FIL-A REPRESENTED BY INTERPLAN LLC**

Proposal: Seeking Major Site Plan approval to construct a permanent drive through canopy and reconfigure the site to add a second drive through lane on a 1.08-acre site in the B-2, Highway Business zoning district.

Location: The property is generally described as DEERFIELD MALL 131-3 B PARCEL B LESS POR DESC AS; COMM AT SE COR SAID PAR B, N 642.29 TO POB, W 315.94, N 206.03, E 280.63, SE 49.34 S 170.22 TO POB, more particularly described in the file, and located at **3648 W Hillsboro Boulevard**.

The Resolution was read by title only.

Dwyane Dickerson, 14 SE 4th Street, Boca Raton, representing the applicant, waived the quasi-judicial proceedings. Thereafter, he highlighted a brief PowerPoint presentation. He stated that the applicant is requesting to install a larger canopy for team member protection and compliance with Occupational Safety and Health Administration (OSHA) standards. Additionally, the application includes the reconfiguration of the drive through to allow for two lanes, which will provide a more efficient drive through service and address stacking issues. Thereafter, the proposed site and landscape plans were displayed. Further, Mr. Dickerson stated that the applicant is also requesting a variance for a 15.4' front yard setback in lieu of the 50' requirement, which meets the variance requirements.

Heather Montemayor, City Clerk, advised that pursuant to Ordinance 2006/006, City of Deerfield Beach Code of Ethics, the applicant's representative made the following campaign contributions: Mayor Drosky - \$1,000 on January 10, 2025, Commissioner Daniel Shanetzky - \$500 on July 22, 2024; Vice Mayor Preston - \$1,000 on February 21, 2023; and Commissioner Hudak - \$1,000 on January 17, 2022.

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

Commissioners Plaut and Shanetzky spoke in support of the application.

In response to Vice Mayor Preston's question, Mr. Dickerson replied that the canopy has built in fan systems and the material is very high quality. Additionally, the applicant worked very closely with staff to ensure the color scheme was compatible.

Mayor Drosky spoke in support of the application, as the improvements will help alleviate the stacking issues.

MOTION was made by Commissioner Plaut, seconded by Vice Mayor Preston, to approve Item 8, adopted Resolution 2025/040. Roll Call:

Yeas: 5 - Commissioner Hudak, Commissioner Plaut, Commissioner Shanetzky, Vice Mayor Preston, and Mayor Drosky

Nays: 0

9. P.H. 2025-065: APPLICATION 23-RM25-112

Applicant: **FMO of Boca Raton represented by Miskel Backman, LLP**

Proposal: Seeking MAJOR SITE PLAN application approval to construct three (3) attached, two-story townhomes with associated site improvements on an 0.19-acre parcel located in the RM-25, Residence Multifamily zoning district.

Location: The property is described as DEERFIELD BEACH 4-4 B LOT 11 BLK 14, more particularly described in the file, and located at **2013 SE 3 Street**.

10. Resolution 2025/042 - A Resolution of the City Commission of the City of Deerfield Beach, accepting a five-foot-wide right-of-way dedication to the City from FMO of Boca Raton, Inc., along SE 3rd Street, as depicted on Exhibit "A", in connection with the 3rd Street Townhome Development Project located at 2013 SE 3rd Street; providing for conflicts, implementation and an effective date. (Consent - Agreements & Expenditure Requests)

QUASI-JUDICIAL PUBLIC HEARINGS - CONTINUED

Items 9 & 10 were discussed simultaneously, but voted on separately.

Thereafter, both Resolutions were read into the record by title only.

Dwyane Dickerson, 14 SE 4th Street, Boca Raton, representing the applicant, waived the quasi-judicial proceedings. Thereafter, he highlighted a brief PowerPoint presentation. He stated that the applicant is requesting to develop three, two-story townhouses, which will include two bedrooms, 2.5 bathrooms, den, and a garage. Additionally, the request includes two variances, 1) to allow a street-side corner yard setback of 20' rather than 25', and 2) to allow a lot width of 60' rather than 100' required by code. Thereafter, the site plan was displayed, as well as various renderings of the proposed project. Lastly, he briefly outlined the five-foot-wide right-of-way dedication.

Heather Montemayor, City Clerk, advised that pursuant to Ordinance 2006/006, City of Deerfield Beach Code of Ethics, the applicant's representative made the following campaign contributions: Mayor Drosky - \$1,000 on January 10, 2025, Commissioner Daniel Shanetzky - \$500 on July 22, 2024; Vice Mayor Preston - \$1,000 on February 21, 2023; and Commissioner Hudak - \$1,000 on January 17, 2022.

Commissioner Shanetzky spoke in support of the application.

Mayor Drosky opened the public hearing.

Dan Herz, 330 SE 19th Avenue, Deerfield Beach, asked for clarification regarding the variances.

Mayor Drosky closed the public hearing.

Commissioner Hudak spoke in support of the application, as the design is extremely reasonable and compatible with the surrounding area.

Mr. Dickerson provided a brief explanation of the variance requests, which meet the variance requirements.

In response to Commissioner Plaut's question, Eric Power, Director of Planning & Development Services, replied that there were no letters returned.

MOTION was made by Commissioner Hudak, seconded by Vice Mayor Preston, to approve Item 9, adopted Resolution 2025/041. Roll Call:

Yeas: 5 - Commissioner Hudak, Commissioner Plaut, Commissioner Shanetzky, Vice Mayor Preston, and Mayor Drosky
Nays: 0

MOTION was made by Commissioner Hudak, seconded by Vice Mayor Preston, to approve Item 10, adopted Resolution 2025/042. Voice Vote:

Yeas: 5 - Commissioner Hudak, Commissioner Plaut, Commissioner Shanetzky, Vice Mayor Preston, and Mayor Drosky
Nays: 0

DEPARTMENTAL BUSINESS

30. Resolution 2025/061 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a settlement agreement with the Board of Trustees of the Deerfield Beach Municipal Police Officers Retirement Trust Fund and its membership providing for the settlement of all claims regarding municipal police officer retiree health insurance payments for an aggregate sum not to exceed \$525,000.00 conditioned upon receipt of a full release; providing provisions for prospective relief members; authorizing expenditures and execution of documents necessary to effectuate the settlement; providing for severability, implementation, and an effective date. (Funds from Account #106-100-131-1902-000-51900-503770 - General Liability - Legal)

DEPARTMENTAL BUSINESS - CONTINUED

Mayor Drosky requested that Item 30 be discussed out of order due to scheduling conflicts.

MOTION was made by Commissioner Hudak, seconded by Vice Mayor Preston, to discuss Item 30 out of order. Voice Vote:

Yeas: 5 - Commissioner Hudak, Commissioner Plaut, Commissioner Shanetzky, Vice Mayor Preston, and Mayor Drosky
Nays: 0

Thereafter, the Resolution was read by title only.

Anthony Soroka, City Attorney, provided a brief overview of the settlement agreement, which has been tentatively approved by the Board of Trustees of the Deerfield Beach Municipal Police Officers Retirement Trust Fund.

Rodney Brimlow, City Manager, spoke in support of the settlement agreement.

Adam Levinson, 7080 NW 4th Street, Plantation, representing the Board of Trustees of the Deerfield Beach Municipal Police Officers Retirement Trust Fund, spoke in support of the settlement agreement and thanked all involved for their professionalism.

In response to Commissioner Hudak's questions, Mr. Soroka replied that the health insurance payment issues were caused by individuals retiring from the Broward Sheriff's Office and the City not being notified; payment amounts and insurance premium adjustments; and the age of the records. Further, the number of recipients will decrease as individuals retire.

Commissioners Plaut and Shanetzky spoke in support of the settlement agreement.

Mayor Drosky opened the public hearing.

Dan Herz, 330 SE 19th Avenue, Deerfield Beach, commented on events that transpired prior to the settlement agreement.

Gwyndolen Clarke-Reed, 1430 SW 6th Way, Deerfield Beach, asked how this will affect the deceased retirees.

Mayor Drosky closed the public hearing.

Mr. Soroka stated that this is not a death benefit; however, there is a surviving spouse provision within the agreement for one individual.

MOTION was made by Commissioner Hudak, seconded by Vice Mayor Preston, to approve Item 30, adopted Resolution 2025/061. Roll Call:

Yeas: 5 - Commissioner Hudak, Commissioner Plaut, Commissioner Shanetzky, Vice Mayor Preston, and Mayor Drosky
Nays: 0

PUBLIC HEARINGS

11. P.H. 2025-055: Resolution 2025/043 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the State Housing Initiative Program ("SHIP") Local Housing Assistance Plan for Fiscal Years 2025-2026, 2026-2027, and 2027-2028 (the "LHAP"); authorizing the Mayor to execute any necessary documents and certifications; authorizing the submission of the LHAP to the Florida Housing Coalition; providing for implementation and an effective date.

The Resolution was read by title only.

PUBLIC HEARINGS - CONTINUED

Jonathan Salas, Director of Community Services, highlighted a brief PowerPoint presentation outlining the fiscal year 2025 - 2028 SHIP Local Housing Assistance Plan.

In response to Commissioner Hudak's question, Mr. Salas replied that 75% of the City's projects must go towards construction.

Mayor Drosky opened the public hearing.

Gwyndolen Clarke-Reed, 1430 SW 6th Way, Deerfield Beach, said these funds are based on the State's budget, so funding may not be available.

Mayor Drosky closed the public hearing.

MOTION was made by Vice Mayor Preston, seconded by Commissioner Hudak, to approve Item 11, adopted Resolution 2025/043. Roll Call:

Yeas: 5 - Commissioner Hudak, Commissioner Plaut, Commissioner Shanetzky, Vice Mayor Preston, and Mayor Drosky
Nays: 0

PUBLIC COMMENT

Dan Herz, 330 SE 19th Avenue, Deerfield Beach, commented on the pier restaurant lease agreement, Public Safety Director position, and District 1 meeting.

Peggy Ross, 103 NE 19th Avenue, Deerfield Beach, spoke in opposition to the dunes, as it will block the view.

Janet Garner, 660 NW 3rd Avenue, Deerfield Beach, asked that monthly musical events be incorporated into District 2.

Gina Johnston, 500 SW Natura Avenue, Deerfield Beach, said there is an elderly woman in her neighborhood who needs assistance with replacing her roof and asked for assistance with the rehabilitation process.

Frances Couture, 600 SW Natura Avenue, Deerfield Beach, said the pier restoration seems to be taking longer than anticipated, and asked for clarification as to when it will be completed. Further, he asked why the workout equipment on the beach was removed.

Jamie Nero, 608 NE 2nd Avenue, Deerfield Beach, thanked Mayor Drosky and Vice Mayor Preston for attending the Real Men Read event. Thereafter, she urged everyone to attend next years' event.

Vice Mayor Preston said city staff implemented a community day event, which may need to be tweaked so it can grow.

CONSENT - BOARD APPOINTMENTS

12. Resolution 2025/044 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, appointing members to the Education Advisory Board; and providing for an effective date.
13. Resolution 2025/045 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, appointing members to the Community Appearance Board; and providing for an effective date.
14. Resolution 2025/046 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, appointing members to the Historic Preservation Board; and providing for an effective date.

CONSENT - BOARD APPOINTMENTS - CONTINUED

15. Resolution 2025/047 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, appointing members to the Planning and Zoning Board; and providing for an effective date.
16. Resolution 2025/048 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, appointing members to the Public Art Program Committee; providing for an effective date.

Mayor Drosky opened the public hearing on Item 12 - 16; however, there were none to speak and the public hearing was closed.

There was no discussion amongst the Commission.

MOTION was made by Commissioner Hudak, seconded by Vice Mayor Preston, to approve Items 12 - 16 in concert. Voice Vote:

Yeas: 5 - Commissioner Hudak, Commissioner Plaut, Commissioner Shanetzky, Vice Mayor Preston, and Mayor Drosky
Nays: 0

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

17. Resolution 2025/049 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, amending the 2024/2025 schedule of City Commission meetings; providing for implementation and an effective date.
18. Resolution 2025/050 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the award of ITB #2025-011 for Nuisance Abatement Services to Creative Lawn Maintenance, Inc.; authorizing execution of a contract with Creative Lawn Maintenance, Inc., the lowest priced responsive and responsible bidder, for a three-year term with two additional one-year renewal options in an annual amount not to exceed \$35,000.00; and providing an effective date. *(Funds from Account #114-200-210-2400-000-52400-503255 - Nuisance/Abatement)*
19. Resolution 2025/051 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the award of RFP No. 25-007 for Transfer Waste Station Feasibility Study to NewGen Strategies and Solutions, LLC; authorizing execution of an agreement with NewGen Strategies and Solutions, LLC, the sole responsive and responsible proposer, in an amount not to exceed \$185,000.00; providing for implementation and an effective date. *(Funds from Account #450-300-3400-000-53400-503299 - Other Contractual Services)*
20. Resolution 2025/052 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving and authorizing execution of first amendments to the Subrecipient Partnership Agreements for the City's Composting and Food Waste Reduction Pilot Program with Florida Introduces Physical Activity and Nutrition to Youth, Inc. d/b/a Flipany and Filthy Organics, LLC in order to extend the term of the Agreements to December 31, 2025 and amend the funding allocations to both subrecipients; providing for implementation and an effective date.
21. Resolution 2025/053 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the award of ITB #25-001 for city-wide pest control services; authorizing execution of a contract with Orange Pest Control & Services, Inc., the lowest priced responsive and responsible bidder, for a three-year term with two additional one-year renewal options in an annual amount not to exceed \$46,294.00; and providing an effective date. *(Funds from Account #100-100-360-190-000-51900-503113 Other Contractual Services)*

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS - CONTINUED

22. Resolution 2025/054 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving and authorizing execution of an agreement with Hinterland Group, Inc., utilizing the Loxahatchee River Environmental Control Districts Invitation to Bid No. 24-001-00131 to provide wastewater and I.Q. water general construction services and emergency/on-call repair services on an as needed basis in an amount not to exceed \$254,616.00 for fiscal year 2025; providing for execution and an effective date. *(Fund from Account #413-300-360-3603-000-53600-506530 - Utilities Capital Fund/CIP Infrastructure)*
23. Resolution 2025/055 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving and adopting the amended and restated 2025 Public Transportation Agency Safety Plan for the Community Shuttle Program; and providing for an effective date.
24. Resolution 2025/056 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving and authorizing execution of the Fourth Amendment to the Interlocal Agreement with Broward County for Community Shuttle Services to increase the funding rate; providing for implementation and an effective date.
25. Resolution 2025/057 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving and authorizing execution of a funding agreement with the Boys & Girls Clubs of Broward County, Inc. for assistance with program services at the Deerfield location in an amount not to exceed \$200,000.00; providing for implementation and an effective date. *(Funds from Account #100-500-640-5400-000-55400-504094 - Other Community Contributions)*
26. Resolution 2025/058 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, ratifying and approving the submission of an application to the Florida Division of Emergency Management for the fiscal year 2025-2026 Hurricane Loss Mitigation Program Grant in the approximate amount of \$250,000.00; authorizing execution of a grant agreement, if the grant is awarded to the City; and providing for an effective date.
27. Resolution 2025/059 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving and authorizing execution of the Agreement with Broward County to provide funding and administration of Home Program Funds for the City's Homebuyer Purchase Assistance Program for fiscal year 2024-2025; providing for an effective date. *(Funds from Account #187-500-640-5400-000-55400-504095 - Direct Client Subsidy/Purchase)*
28. Resolution 2025/060 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving and authorizing execution of the Agreement with Broward County to provide funding and administration of Home Program Funds for the Housing Rehabilitation Program for fiscal year 2024-2025; providing for an effective date. *(Funds from Account #187-500-640-5400-000-55400-508098 - Home Rehabilitation)*

Mayor Drosky opened the public hearing on Item 17 - 28; however, there was none to speak and the public hearing was closed.

Commissioner Shanetzky commented on Items 18 & 21, whereby, he encouraged Deerfield Beach companies to bid on these services. Further, he commented on Item 25, whereby, he commended the Boys & Girls Club for a job well done.

Commissioner Plaut said it can be challenging getting vendors to bid on services; therefore, it shouldn't be expected that companies solely come from Deerfield Beach.

MOTION was made by Commissioner Hudak, seconded by Commissioner Shanetzky, to approve Items 17 - 28 in concert. Roll Call:

Yeas: 5 - Commissioner Hudak, Commissioner Plaut, Commissioner Shanetzky, Vice Mayor Preston, and Mayor Drosky
Nays: 0

DEPARTMENTAL BUSINESS - CONTINUED**29. Presentation regarding improvements being made to NE 3rd Avenue and a portion of the BSO parking lot.**

Eric Power, Director of Planning & Development Services/Interim Director of Environmental Services, highlighted a PowerPoint presentation. Thereafter, he provided a brief overview of the City Hall drainage project. Further, staff recommends modifying the project to increase parking for city hall and BSO by turning NE 3rd Avenue into a south-north one-way street and creating diagonal parking along the west side of NE 3rd Avenue, new parallel parking along the east side of NE 3rd Avenue, and modifying the parking lot on the east side of NE 3rd Avenue. Additionally, staff recommends installing a new sidewalk near the northeast city hall access point and modifying BSO parking by removing and replacing the fence and removing the landscape island. Lastly, he said the modification is estimated at \$184,000.

Commissioner Shanetzky spoke in support of the modifications, as additional parking is necessary. Thereafter, he commented on City Hall and stated that the facility needs to be rebuilt as it is very outdated.

In response to Commissioner Hudak's question, Mr. Power replied that there is no original cost, as these modifications were going to be brought forward in next year's capital improvement budget. Further, he said it's difficult to predict costs; nonetheless, it was proposed to be over \$200,000.

In response to Mayor Drosky's question, Mr. Power replied that staff was going to propose this improvement in next fiscal year's budget.

Mayor Drosky said he disagreed with throwing more money into the current city hall; nevertheless, he understands the need on a public safety standpoint and also additional city hall parking is a necessity.

Commissioner Hudak spoke in support of moving forward, as there will be a cost savings. Additionally, more parking is needed now.

Rodney Brimlow, City Manager, said these modifications are minor, so getting another vendor on board for a smaller project may not only be difficult but incur greater costs.

COMMENTS BY ADMINISTRATION & LEGAL**CITY ATTORNEY**

Florida Legislature - Anthony Soroka, City Attorney, provided a brief update on some of the Legislative Bills that have a potential impact to the City.

Pelican Article - Mr. Soroka stated that there was a comment made during public comment regarding the pier lease amendment, whereby, he is unsure where that information came from, as it is not reflective on anything he's been working on.

CITY MANAGER

Public Safety Director - Rodney Brimlow, City Manager, introduced Sean Gladieux. Thereafter, he provided a brief overview of his background and credentials.

School Speed Zone Cameras - Mr. Brimlow stated that the cameras are active and currently, they are in a preliminary warning period.

Social Media - Mr. Brimlow cautioned the public, as not everything posted on social media is true.

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

School Speed Zone Cameras - In response to Commissioner Hudak's question, Rodney Brimlow, City Manager, replied that signage has been posted.

COMMISSIONER SHANETZKY**DISTRICT 3**

Upcoming/Ongoing Projects - Commissioner Shanetzky provided a brief update on the main gate at Century Village. Thereafter, he commended various individuals for their work on the project. Further, he commented on the wall surrounding Century Village, which will provide security and eliminate noise.

Programming - Commissioner Shanetzky said the Code Amnesty Program will be explained to his constituents at Century Village on April 24th. Further, Commissioner Shanetzky provided a brief overview of the Veteran's Outreach Program.

Crystal Lake - Commissioner Shanetzky said he's been working with the HOA to rectify an issue with the landscaping around the cemetery. Further, he said he has been working with BSO Law Enforcement on the traffic issues concerning NW 11th Avenue, as well as code concerns that have been brought to his attention. Lastly, he said a meeting will occur on April 28th at the Crystal Lake Rec Center regarding the stormwater project.

Ocean Rescue - Commissioner Shanetzky briefly commented on the lifeguard towers, which were a great investment. Thereafter, he commended Ocean Rescue for a job well done.

Recycling Center - Commissioner Shanetzky said it was brought to his attention that glass is no longer being accepted due to the lack of market value.

COMMISSIONER PLAUT**DISTRICT 4**

Meetings/Events - Commissioner Plaut commented on various events and meetings he's attended.

VICE MAYOR PRESTON**DISTRICT 2**

Events - Vice Mayor Preston commented on the Real Men Read event, and urged everyone to attend as it is a worthwhile event. Further, he commended staff for a job well done on the unveiling of the Bernard Adams Municipal Complex.

Deerfield Beach Companies - Vice Mayor Preston agreed that more local companies should be involved.

Dixie Highway Corridor Meeting - Vice Mayor Preston commented on the meeting, which was well attended.

Accolades - Vice Mayor Preston commended various employees for a job well done.

Pre-Prom Event - Vice Mayor Preston spoke in support of the event, and asked that Parks & Recreation work with the community.

MAYOR DROSKY

Thank You - Mayor Drosky thanked the public, staff, and his colleagues for their patience while he transitions into his new role.

Sip & Stroll - Mayor Drosky said the event will take place this April 26th, which is sold out.

Pelican Article - Mayor Drosky said the City of Pompano recently approved their dune management plan, whereby, as more cities opt in, Florida will have a more resilient coastline.

ADJOURNMENT

There was no additional business to discuss.

MOTION was made by Vice Mayor Preston, seconded by Commissioner Hudak, to adjourn the meeting at 10:18 p.m. Voice Vote:

Yeas: 5 - Commissioner Hudak, Commissioner Plaut, Commissioner Shanetzky, Vice Mayor Preston, and Mayor Drosky

Nays: 0

CITY OF DEERFIELD BEACH

TODD DROSKY, MAYOR

Heather Montemayor, CMC, City Clerk

CODE COMPLIANCE OF DEERFIELD BEACH

MINUTES OF A CODE COMPLIANCE HEARING

March 11, 2025

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

PRESENT: Patesha Johnson, Code Compliance Supervisor
Victor Padilla, Code Compliance Inspector
Thomas Braga, Code Compliance Inspector
Katherine Delva, Code Compliance Inspector
Jamarr Campbell, Code Compliance Inspector
Jean Placide, Code Compliance Inspector
Eric Villanueva, Code Compliance Inspector
Hector Barrett, Code Compliance Inspector
Winlett Jordan-Banton, Special Magistrate Clerk

For the record, Paulette Sybron, Administrative Assistant swore the attendees.

<u>Tab#</u>	<u>Case Nr.</u>	<u>Owner Address</u>	<u>Property Address</u>	<u>Violation</u>	<u>Disposition</u>
3	25010027	FAIRWAY ENTERPRISES INC	501 FAIRWAY DR, DEERFIELD BEACH, FL 33441	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT WAS PRESENT- ATTORNEY JAVIER FERNANDEZ FINAL ORDER ISSUED COMPLY BY 4-4-2025 \$250 PER DAY \$80 PROSECUTION COST
4	25010037	AERO PRECISION REPAIR & OVERHAUL COMPANY INC/25/40/50 year report	580 S MILITARY TRL, DEERFIELD BEACH, FL 33442	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 4-4-2025 \$250 PER DAY \$80 PROSECUTION COST
5	25010041	WACHOVIA BANK NA % THOMSON REUTERS	3668 W HILLSBORO BLVD, DEERFIELD BEACH, FL 33442	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 4-4-2025 \$250 PER DAY \$80 PROSECUTION COST
6	25010042	SNL IOV WILES OWNER LLC	2501 NW 48 ST, DEERFIELD BEACH, FL 33442	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 4-4-2025 \$250 PER DAY \$80 PROSECUTION COST
7	25010051	CCC FINANCING I CORP C/O RYAN LLC	3001 DEER CREEK COUNTRY CLUB BLVD,	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 4-4-2025

			DEERFIELD BEACH, FL 33442		\$250 PER DAY \$80 PROSECUTION COST
12	25020034	SHARP,NICOLE	808 SE 14 CT, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98- 113(a) Building permits	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 3-25-2025 \$250 PER DAY \$80 PROSECUTION COST
14	24120027	RS DEERFIELD LLC FP DEERFIELD LLC ETAL	611 NE 42 ST, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98- 113(a) Building permits	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 3-7-2025 FOR \$250 PER DAY
17	24110021	MANCINI DEVELOPMENT IP LC	1865 S POWERLINE RD, UNIT A, DEERFIELD BEACH, FL 33442 A	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j)(1) Off-street parking and loading.	RESPONDENT NOT PRESENT VACATE ORDER ISSUED
18	25010004	MAR CENTER LLC	1456 S FEDERAL HWY, DEERFIELD BEACH, FL 33441	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 4-4-2025 \$150 PER DAY \$80 PROSECUTION COST
19	25010005	CASTRO DEERFIELD LLC	1289 S DIXIE HWY, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(3) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 4-4-2025 \$150 PER DAY \$80 PROSECUTION COST

				Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(N)(1) - Landscape Requirements.	
22	25020025	31 STREET LLC	2625 W HILLSBORO BLVD, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Sec. 98-88.(b) - Off-street parking and loading. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(N)(1) - Landscape Requirements.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 4-4-2025 \$150 PER DAY PER VIOLATION \$80 PROSECUTION COST
24	25010271	MANCINI DEVELOPMENT IP LC	1865 S POWERLINE RD, UNIT A, DEERFIELD BEACH, FL 33442 A	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT NOT PRESENT CONTINUED TO 4-8-2025
30-37	24120075	LLD LLC	160 SE 4 ST, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT WAS PRESENT- ANTHONY DALESSANDRO CONTINUED TO 4-8-2025
38	25020066	NOVAES,LUZIA NETA	1016 HARWOOD C, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS	RESPONDENT NOT PRESENT FINAL ORDER ISSUED

				ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	COMPLY BY 4-4-2025 \$150 PER DAY \$80 PROSECUTION COST
39	25020065/post	ECKERT REALTY CORP	2345 W HILLSBORO BLVD, DEERFIELD BEACH, FL 33442	FIRE PREVENTION CODE NFPA 1:10.2.1 Fire Code	RESPONDENT NOT PRESENT CONTINUED TO 4-8-2025
40	25010015	PALM PLAZA AP LLC	811 SE 8 AVE, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS Sec. 98-83. - Grades and elevations	RESPONDENT NOT PRESENT EXTENDED TO 4-8-2025
41	24110126	POITIER,HARTMAN DELANO	245 SW 2 ST, DEERFIELD BEACH, FL 33441	Chapter 66 - TRAFFIC AND VEHICLES Section 66-117.(b) - Parking prohibitions; enforcement. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(K)(14)(b) - Landscape Requirements	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
43	20100010	UNITED STATES POSTAL SERVICE	212 E HILLSBORO BLVD, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT WAS PRESENT ATTORNEY ANTHONY PETRI CONTINUED TO 5-13-2025
44	25010248	RANDALL,LUGENIA & RANDALL,TRAMAINÉ	721 NE 45 CT, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT- TRAMAINÉ RANDALL CONTINUED TO 4-8-2025
45	25010044	75 TENTH INVESTMENTS LLC	71 SE 10 ST, DEERFIELD BEACH, FL 33441	Chapter 78 - COMMUNITY APPEARANCE BOARD Chapter 78 - COMMUNITY APPEARANCE	RESPONDENT WAS PRESENT DONALD ANDERSON

				BOARD; Sec. 78-6.(a-c) - Submission of plans and specifications.	CONTINUED TO 4-8-2025
46	24040131	AF4 QUADRANT LLC	402 SW 12 AVE, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENTS WERE PRESENT- SANDY COOKSEY TRACY MCFARLENE CONTINUED TO 5-13-2025
47	24080078	VORTEX L L C	580 N FEDERAL HWY, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS Article IV Supplementary Regulations Sec. 98-87(d)(2) - Docking and mooring facilities	RESPONDENT WAS PRESENT- ATTORNEY JOHN P. SEILER CONTINUED TO 6-10-2025
48	24100065	SFR 2012-1 FLORIDA LLC	300 SW 32 AVE, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 4-4-2025 \$150 PER DAY \$80 PROSECUTION COST
51	24060060	CHILDREN'S WEST WAREHOUSE LTD %PARTNERSHIP	158 NW ELLER ST, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	REPODENT NOT PRESENT EXTENDED TOO 4-8-2025
55	25020022	SHACKLEFORD,GABRIELA A H/E MACHADO,FANNY ELISA	66 UPMINSTER C, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RRESPONDENTS WERE PRESENT- GENE GIBSON GABRIEL SHACKLEFORD CONTINUED TO 4-2-2025

56	25020024	MYRIE,IRENE A	1361 SW 6 AVE, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(d) - Minimum standards for yard and landscape areas. Chapter 46 – OFFENSES Section 46-13 - Trees, bushes and shrubs— Encroaching on public right-of-way. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS 98-81(E) (8) Tree Removal; A description for the reason for removal. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-81(c), (15) Removal of Root Systems Showing Evidence of Destroying Public or Private Property	RESPONDENT NOT PRESENT CONTINUED TO 5-13-2025
58	25010212	CHILES,VANESSA HAYNES HAYNES,FREDERICK EST	712 NW 2 TER, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14-	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 3-7-2025 FOR \$150 PER DAY PER VIOLATION

				105(8) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(3) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(e) - Minimum standards for yard and landscape areas.	
59	24100130	JORDAN,JUSTIN A	868 SE 12 WAY, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(1) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(6) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(7) - Exterior building and structure standards. Chapter 2 UNSAFE STRUCTURES Sec. 2-146(a). - Unsafe buildings; DIVISION 9. - UNSAFE	RESPONDENT NOT PRESENT CONTINUED TO 4-8-2025

				STRUCTURES AND HOUSING APPEALS BOARD	
60	25010186	LOFT,NANCY	1963 NE 6 ST, DEERFIELD BEACH, FL 33441	Chapter 10 - ANIMALS Section 10-4(b) - Maintaining animals in general; limitation on number of pets; enforcement. Chapter 10 - ANIMALS Section 10-9(3)(a) - Animals defecating on private and public property Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14-105(8) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(1) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(4) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(8) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 4-4-2025 \$150 PER DAY PER VIOLATION \$80 PROSECUTION COST

				14-106(c) - Minimum standards for yard and landscape areas. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(d) - Minimum standards for yard and landscape areas. Chapter 66 - TRAFFIC AND VEHICLES ARTICLE II. BSO ENFORCED- STOPPING, STANDING, PARKING; DIVISION 3. - REGULATIONS, GENERALLY Section 66-59.(b) - Parking on residentially zoned lots. Chapter 66 - TRAFFIC AND VEHICLES Section 66-117.(b) - Parking prohibitions; enforcement.	
61	24020023	SUNSHINE STORAGE INC	833 S DEERFIELD AVE, UNIT 1,DEERFIELD BEACH, FL 33441 1	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT WAS PRESENT- SCOTT SCHMALZ FINAL ORDER ISSUED COMPLY BY 4-4-2025 \$250 PER DAY \$80 PROSECUTION COST
62	24020026	DEERFIELD BEACH ES HOTEL LLC	950 SE 20 AVE, DEERFIELD BEACH, FL 33441	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT WAS PRESENT- JORGE MADRIGAL FINAL ORDER ISSUED COMPLY BY 4-8-2025 \$250 PER DAY \$80 PROSECUTION COST
100	25010182	ALLEN,AMANDA	4330 NE 6 TER, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS	RESPONDENT WAS PRESENT- AMANDA ALLEN

				ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	CONTINUED TO 4-8-2025
101	25010183	PAMELA J VILLELLA REV TR VILLELLA,PAMELA J TRSTEE/Permits	101 NE 19 AVE, UNIT 200,DEERFIELD BEACH, FL 33441 200	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT-VILLELLA,PAMELA FINAL ORDER ISSUED COMPLY BY 4-4-2025 \$150 PER DAY \$80 PROSECUTION COST
102	25020062	SR WATER SPORTS LLC	NE 9 AVE, DEERFIELD BEACH, FL 33441	Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE VI. - NUISANCE ABATEMENT PROPERTY CODE DIVISION 1. - GENERALLY Section 34-121 - Declaration of nuisance. Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE VII. - ABANDONED REAL PROPERTY Section 34-144 - Maintenance requirements.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 3-21-2025 \$500 PER DAY \$80 PROSECUTION COST
103	25020062	HEINSOHN,JOY SMITH,MICHAEL	910 SE 10 CT, DEERFIELD BEACH, FL 33441	Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE VI. - NUISANCE ABATEMENT PROPERTY CODE DIVISION 1. - GENERALLY Section 34-121 - Declaration of nuisance. Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE VII. - ABANDONED REAL PROPERTY Section 34-144 - Maintenance requirements.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 4-4-2025 \$150 PER DAY \$80 PROSECUTION COST

105	25020090	MATHIS, ULYSSES EST %JUANITA C MATHIS	225 NW 1 TER, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(a) - Minimum standards for yard and landscape areas. Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE VII. - ABANDONED REAL PROPERTY Section 34-144 - Maintenance requirements. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(7) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(a) - Minimum standards for yard and landscape areas. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 4-4-2025 \$1000 AND 250 PER DAY \$80 PROSECUTION COST
106	25020012	LONDEREE, DONALD L II	280 SE 18 AVE, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(4) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(7) - Exterior building and structure standards.	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 3-7-2025 FOR \$250 PER DAY PER VIOLATION

				Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(a) - Minimum standards for yard and landscape areas. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	
107	24120014	BURGOS,JIMMY D	257 NE 44 ST, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14-105(8) - Exterior building and structure standard Chapter 66 - TRAFFIC AND VEHICLES Section 66-117.(a) - Parking prohibitions; enforcement. Chapter 66 - TRAFFIC AND VEHICLES Section 66-117.(b) - Parking prohibitions; enforcement.	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 2-21-2025 FOR \$200 PER DAY PER VIOLATION
108	24100063	PINNACLE ONE EQUITY FUND I LLC	1555 SE 7 ST, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT CONTINUED TO 3-28-2025
109	25010254	LEWIS,REGINA	1261 SW 10 TER, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(e) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. -	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 3-9-2025 FOR \$250 PER DAY PER VIOLATION

				SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98- 113(a) Building permits	
A	22050077	CENCLUB HOA, INC. C/O CENTURY VILLAGE CLUBHOUSE	2400 CENTURY BLVB, DEERFIELD BEACH, FL 33442	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required.	RESPONDENT NOT PRESENT VACATE ORDER ISSUED
B	24040081	ROESCH,DOROTHY E & FREDERICK W FREDERICK W & D E ROESCH REV TR	2400 DEER CREEK COUNTRY CLUB BLVD, UNIT 201-1,DEERFIELD BEACH, FL 33442 201-1	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98- 113(a) Building permits	RESPONDENT NOT PRESENT VACATE ORDER ISSUED
C	18080011	NEUTRON 3 CORP	1301 SW 34 AVE, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98- 113(a) Building permits FIRE PREVENTION CODE 8.1.1 Basic Requirements NFPA 13 2010 ed adopted by 2012 FFPC	RESPONDENT NOT PRESENT VACATE ORDER ISSUED
E	21090182	UNGAR,MOSES & VERA	4075 BERKSHIRE E, DEERFIELD BEACH, FL 33442	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98- 113(a) Building permits	RESPONDENT NOT PRESENT VACATE ORDER ISSUED

F	17040031	FIRST & LAST ENTERPRISES LLC	259 SW 1 STREET#1-4, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j)(1) Off-street parking and loading. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-88.(f) Off-street parking and loading.	RESPONDENT NOT PRESENT 2025 AMNESTY SETTLEMENT FOR \$2,997
G	24100025	FKH SFR C1 LP %FIRST KEY HOMES LLC	470 NW 41 ST, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14-105(8) - Exterior building and structure standards.	RESPONDENT NOT PRESENT 2025 AMNESTY SETTLEMENT FOR \$1,1429.15
H	15110093	MINDSET EMPOWERMENT INVESTMENT STRATEGIES LLC	310 NW 4 AVE, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(4). - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(7). - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section	RESPONDENT NOT PRESENT 2025 AMNESTY SETTLEMENT FOR \$7,954.80 FOR ALL CASES

				14-74. - Display of street numbers on buildings. Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES DIVISION 2. - SANITARY NUISANCES - Section 34-57(a)(2). - Declaration of nuisance. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-80.(u) - Landscape requirements. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-94.(2) - Growth of plants and placement of objects in the right-of-way.	
I	23110026	MINDSET EMPOWERMENT INVESTMENT STRATEGIES LLC	310 NW 4 AVE, DEERFIELD BEACH, FL 33441	Chapter 58 - SOLID WASTE DIVISION 3. - RESIDENTIAL COLLECTION Section 58-70. (c)- Preparation of bulky yard and vegetative wastes. Chapter 58 - SOLID WASTE DIVISION 3. - RESIDENTIAL COLLECTION Section 58-70.(f) - Preparation of bulky yard and vegetative wastes.	RESPONDENT NOT PRESENT 2025 AMNESTY SETTLEMENT FOR \$7,954.80 FOR ALL CASES

J	21060023	MINDSET EMPOWERMENT INVESTMENT STRATEGIES LLC	310 NW 4 AVE, DEERFIELD BEACH, FL 33441	Chapter 46 – OFFENSES Section 46-13 - Trees, bushes and shrubs— Encroaching on public right-of-way. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-81(d)(1) - Tree preservation. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(N)(1) - Landscape Requirements	RESPONDENT NOT PRESENT 2025 AMNESTY SETTLEMENT FOR \$7,954.80 FOR ALL CASES
K	17090017	MINDSET EMPOWERMENT INVESTMENT STRATEGIES LLC	310 NW 4 AVE, DEERFIELD BEACH, FL 33441	Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE VII. - ABANDONED REAL PROPERTY Section 34-144 - Maintenance requirements	RESPONDENT NOT PRESENT 2025 AMNESTY SETTLEMENT FOR \$7,954.80 FOR ALL CASES
L	96-1960	MINDSET EMPOWERMENT INVESTMENT STRATEGIES LLC	310 NW 4 AVE, DEERFIELD BEACH, FL 33441	34-91 UNREGISTERED INOPERABLE VEHICLES	RESPONDENT NOT PRESENT 2025 AMNESTY SETTLEMENT FOR \$7,954.80 FOR ALL CASES
M	99-1078	MINDSET EMPOWERMENT INVESTMENT STRATEGIES LLC	310 NW 4 AVE, DEERFIELD BEACH, FL 33441	34-91 UNREGISTERED INOPERABLE VEHICLES	RESPONDENT NOT PRESENT 2025 AMNESTY SETTLEMENT FOR \$7,954.80 FOR ALL CASES
N	96-258	MINDSET EMPOWERMENT INVESTMENT STRATEGIES LLC	310 NW 4 AVE, DEERFIELD BEACH, FL 33441	34-92 INOPERABLE VEHICLE PARKING	RESPONDENT NOT PRESENT 2025 AMNESTY SETTLEMENT FOR \$7,954.80 FOR ALL CASES

O	03-1664	MINDSET EMPOWERMENT INVESTMENT STRATEGIES LLC	310 NW 4 AVE, DEERFIELD BEACH, FL 33441	34-91 UNREGISTERED INOPERABLE VEHICLES	RESPONDENT NOT PRESENT 2025 AMNESTY SETTLEMENT FOR \$7,954.80 FOR ALL CASES
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SPECIAL MAGISTRATE MINUTES
CITY OF DEERFIELD BEACH, FLORIDA

Andrew Dunkiel, Special Magistrate

Date

CODE COMPLIANCE OF DEERFIELD BEACH

MINUTES OF A CODE COMPLIANCE HEARING

March 28, 2025

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

PRESENT: Patesha Johnson, Senior Compliance Inspector
Thomas Braga, Code Compliance Inspector
Victor Padilla, Code Compliance Inspector
Katherine Delva, Code Compliance Inspector
Jamarr Campbell, Code Compliance Inspector
Jean Placide, Code Compliance Inspector
Eric Villanueva, Code Compliance Inspector
Hector Barrett, Code Compliance Inspector
Winlett Jordan-Banton, Special Magistrate Clerk

For the record, Paulette Sybron, Administrative Assistant, swore the attendees.

<u>Tab#</u>	<u>Case Nr.</u>	<u>Owner Address</u>	<u>Property Address</u>	<u>Violation</u>	<u>Disposition</u>
2	25010066	TIVOLI FAIRWAY INVESTMENTS LLC	550 FAIRWAY DR, DEERFIELD BEACH, FL 33441	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT WAS PRESENT – DONALD ANDERSON FINAL ORDER ISSUED COMPLY BY 4-18-2025 \$250 PER DAY \$80 PROSECUTION COST
3	25010067	SOUTHEASTERN CONFERENCE ASSN OF SEVENTH DAY ADVENTISTS	350 NW 1 TER, DEERFIELD BEACH, FL 33441	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT WAS NOT PRESENT FINAL ORDER ISSUED COMPLY BY 4-18-2025 \$250 PER DAY \$80 PROSECUTION COST
4	25010070	UNITED PARCEL SERVICE INC % REAL ESTATE DEPT	1334 NW 3 ST, DEERFIELD BEACH, FL 33442	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT WAS NOT PRESENT FINAL ORDER ISSUED COMPLY BY 4-18-2025 \$250 PER DAY \$80 PROSECUTION COST
5	25010071	PS DEERFIELD BEACH HILLSBORO 2013 LLC	1375 W HILLSBORO BLVD, DEERFIELD BEACH, FL 33442	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT WAS NOT PRESENT FINAL ORDER ISSUED COMPLY BY 4-18-2025 \$250 PER DAY \$80 PROSECUTION COST
8	25010074	DISCOUNT AUTO PARTS INC % ADVANCE STORES CO INC #9188	3420 W HILLSBORO BLVD, DEERFIELD BEACH, FL 33442	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT WAS NOT PRESENT FINAL ORDER ISSUED COMPLY BY 4-18-2025 \$250 PER DAY \$80 PROSECUTION COST

9	25010076	VILLAS OF CENTENNIAL SQ HMOWNERS	LINCOLN CT, DEERFIELD BEACH, FL 33442	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT WAS PRESENT – DALE CLAPPISON FINAL ORDER ISSUED COMPLY BY 4-18-2025 \$250 PER DAY \$80 PROSECUTION COST
10	25010077	VILLAS OF CENTENNIAL SQ HMOWNERS %PREMIER ASSC SERVICES INC	CENTENNIAL CT, DEERFIELD BEACH, FL 33442	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT WAS PRESENT – DALE CLAPPISON FINAL ORDER ISSUED COMPLY BY 4-18-2025 \$250 PER DAY \$80 PROSECUTION COST
11	25010078	VILLAS OF CENTENNIAL SQ HMEOWNER % PREMIER ASSC SERVICES INC	CENTENNIAL CT, DEERFIELD BEACH, FL 33442	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT WAS PRESENT – DALE CLAPPISON FINAL ORDER ISSUED COMPLY BY 4-18-2025 \$250 PER DAY \$80 PROSECUTION COST
12	25010080	3275 WEST HILLSBORO PLAZA REALTY LLC	3275 W HILLSBORO BLVD, DEERFIELD BEACH, FL 33442	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT WAS NOT PRESENT FINAL ORDER ISSUED COMPLY BY 4-18-2025 \$250 PER DAY \$80 PROSECUTION COST
13	25010103	RMB HOLDINGS LLC	3400 SW 10 ST, DEERFIELD BEACH, FL 33442	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT WAS PRESENT – ROBERT BARREDO FINAL ORDER ISSUED COMPLY BY 4-18-2025 \$250 PER DAY \$80 PROSECUTION COST

15	25010109	HEALTH SERVICES DELAWARE INC	3201 SW 15 ST, DEERFIELD BEACH, FL 33442	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT WAS NOT PRESENT FINAL ORDER ISSUED COMPLY BY 4-18-2025 \$250 PER DAY \$80 PROSECUTION COST
16	25010117	DALSIMER REALTY HOLDINGS INC	1250 W NEWPORT CENTER DR, DEERFIELD BEACH, FL 33442	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT WAS PRESENT – JAMES NEBENZAHL FINAL ORDER ISSUED COMPLY BY 4-18-2025 \$250 PER DAY \$80 PROSECUTION COST
17	25010283	SHREE SAI PROPERTIES LLC	100 SW 12 AVE, DEERFIELD BEACH, FL 33442	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT WAS PRESENT – Urmil Patel FINAL ORDER ISSUED COMPLY BY 4-18-2025 \$250 PER DAY \$80 PROSECUTION COST
18	25010009	SILVIA AND SANTOS HOMES LLC	138 FARNHAM F, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT – JIM SANTOS EXTENDED TO 4-4-2025
19	25010017	297 DEERFIELD INVESTMENTS LLC	297 SW 10 ST, DEERFIELD BEACH, FL 33441	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT WAS PRESENT – DONALD ANDERSON FINES IMPOSED AS OF 3-21-2025 FOR \$250 PER DAY
20	25010018	SCULLY QUIET WATERS LLC %SCULLY CO	11 NW 45 AVE, DEERFIELD BEACH, FL 33442 #100	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT WAS NOT PRESENT FINAL ORDER TO BE VACATED

21	25010021	ISRAEL FAMILY 3401 DEER CRK LLC %KEI PROPERTIES	3401 DEER CREEK COUNTRY CLUB BLVD, DEERFIELD BEACH, FL 33442	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 3-21-2025 FOR \$250 PER DAY
22	25010026	360 NE 1ST LLC	360 NE 1 AVE, DEERFIELD BEACH, FL 33441	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 3-21-2025 FOR \$250 PER DAY
25	25010038	CRDP HOLDINGS LLC	590 GOOLSBY BLVD, DEERFIELD BEACH, FL 33442	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT WAS PRESENT – CHRIS POROSKY FINES IMPOSED AS OF 3-21-2025 FOR \$250 PER DAY
26	25010045	SCG ATLAS WATERWAYS LLC % RYAN LLC	4359 SW 10 PL, DEERFIELD BEACH, FL 33442 #1410	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT WAS NOT PRESENT COMPLIED WITH \$80 PROSECUTION COST DUE
27	25010049	261 DFB LLC	261 NE 19 AVE, UNIT 1, DEERFIELD BEACH, FL 33441 1	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT WAS NOT PRESENT COMPLIED WITH \$80 PROSECUTION COST DUE
28	25010060	DEERFIELD BEACH HOTEL LLC	100 FAIRWAY DR, DEERFIELD BEACH, FL 33441 #1310	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT WAS NOT PRESENT COMPLIED WITH \$80 PROSECUTION COST DUE
29	25010063	GVAA LLC	401 FAIRWAY DR, DEERFIELD BEACH, FL 33441	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT WAS NOT PRESENT COMPLIED WITH \$80 PROSECUTION COST DUE
38	25020007	PETERSON ISOM, LOUIS	288 NE 46 ST, DEERFIELD BEACH, FL 33064	Chapter 46 - OFFENSES Section 46-28(a) - Storage of materials.	RESPONDENT WAS NOT PRESENT FINES IMPOSED AS OF 3-15-2025 \$250 PER DAY PER VIOLATION

				Chapter 66 - TRAFFIC AND VEHICLES Section 66-117.(a) - Parking prohibitions; enforcement. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Sec. 98-88.(b) - Off-street parking and loading.	
40	25010214	CRACKER BARREL OLD COUNTRY STORE ATTN:PROPERTY MGT	1250 SW 11 WAY, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-81(d)(1) - Tree preservation.	RESPONDENT WAS PRESENT – GARY PHILLIPP CONTINUED TO 5-27-2025
41	25010265	UNION PLANTERS NATIONAL BANK % REGIONS BANK-JENNIFER BRADFORD	225 S FEDERAL HWY, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT WAS NOT PRESENT CONTINUED TO 5-27-2025

42	25020003	HERITAGE COMMUNITIES FOUNTAINS OF POMPANO INC	4300 NW 9 AVE, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(3) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(5) - Exterior building and structure standards.	RESPONDENT WAS PRESENT – ROBERTO BRONDO FINAL ORDER ISSUED COMPLY BY 4-18-2025 \$125 PER DAY PER VIOLATION \$80 PROSECUTION COST
43	25020004	HERITAGE COMMUNITIES FOUNTAINS OF POMPANO INC	4300 NW 9 AVE, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(1) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(3) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(5) - Exterior building and structure standards.	RESPONDENT WAS PRESENT – ROBERTO BRONDO FINAL ORDER ISSUED COMPLY BY 4-18-2025 \$125 PER DAY PER VIOLATION \$80 PROSECUTION COST
44	25020026	SAMMY SUE MICHAEL LLC	2573 W HILLSBORO BLVD, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Sec. 98-88.(b) - Off-street parking and loading. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS	RESPONDENT WAS NOT PRESENT CONTINUED TO 4-25-2025

				ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j)(1) Off-street parking and loading. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(N)(1) - Landscape Requirements.	
45	25020032	BOYWIC FARMS LTD	510 GOOLSBY BLVD, DEERFIELD BEACH, FL 33442	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required.	RESPONDENT WAS PRESENT – PAUL (CONTRACTOR) FINAL ORDER ISSUED COMPLY BY 5-23-2025 \$125 PER DAY \$80 PROSECUTION COST
46	25020113	BATMASIAN,JAMES H & BATMASIAN,MARTA T	159 W HILLSBORO BLVD, DEERFIELD BEACH, FL 33441	Chapter 102 - SIGNS Section 102-8.(c)(3)(a)(1) - Signs allowed. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(1) - Exterior building and structure standards. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE	RESPONDENT WAS PRESENT – DONALD ANDERSON FINAL ORDER ISSUED COMPLY BY 6-6-2025 \$125 PER VIOLATION PER DAY \$80 PROSECUTION COST

				Section 98-16 - Maintenance of development.	
47	25030006	DEERCREEK PLAZA LLC	103 N POWERLINE RD, DEERFIELD BEACH, FL 33442	Chapter 102 - SIGNS Section 102-8.(c)(3)(a)(1) - Signs allowed. Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE VI. - NUISANCE ABATEMENT PROPERTY CODE DIVISION 1. - GENERALLY Section 34-121 - Declaration of nuisance. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS NOT PRESENT FINAL ORDER ISSUED COMPLY BY 6/6/2025 \$125 PER DAY \$80 PROSECUTION COST
48	25010013	TOTAL MEDICAL HEALTH SERVICES INC	1877 W HILLSBORO BLVD, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT WAS NOT PRESENT FINAL ORDER ISSUED COMPLY BY 5-23-2025 \$150 PER DAY \$80 PROSECUTION COST
49	25010016	2 SOUTH FEDERAL HIGHWAY LLC%CVS/#3961- 02/OCC EXP DEPT	2 S FEDERAL HWY, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT WAS NOT PRESENT CONTINUED TO 4-25-2025

50	24110120	3256 HILLSBORO LLC	3256 W HILLSBORO BLVD, DEERFIELD BEACH, FL 33442 #3262	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT – HANNA SCHNEIDER COMPLIED WITH COST
51	24120022	EQUITY ONE (FL PORT) LLC %PROPERTY TAX DEPT	1301 S MILITARY TRL, DEERFIELD BEACH, FL 33442	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required.	RESPONDENT NOT PRESENT COMPLIED WITH COST
56	25020040	WAB DEPOT DEER LLC & DEERFIELD BEACH FL CO LLC	60 SW 12 AVE, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE III. - ZONING DISTRICT REGULATIONS Section 98-54(f) - B-2 highway business.	RESPONDENT WAS PRESENT – RICH O'NEAL DISMISSED
57	25030007	TPG PROPERTY MANAGEMENT LLC	432 NW 1 TER, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 58 - SOLID WASTE ARTICLE II. - COLLECTION AND DISPOSAL: DIVISION 1. – GENERALLY, Sec. 58-31. - Responsibility for removal of construction wastes.	RESPONDENT WAS NOT PRESENT CONTINUED TO 4-25-2025
58	25030008	MUI MUI HO LIV TR HO,MUI MUI TRSTEE	238 W HILLSBORO BLVD, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT WAS NOT PRESENT CONTINUED TO 4-8-2025

59	25020041	FLORIDA POWER & LIGHT CO ATTN PROPERTY TAX - PSX/JB	1023 S DEERFIELD AVE, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	COMPLIED WITH \$80 PROSECUTION COST DUE
60	25010052	CHR POMPANO BEACH BROWARD LLC	401 E SAMPLE RD, DEERFIELD BEACH, FL 33064	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT WAS NOT PRESENT FINAL ORDER ISSUED COMPLY BY 4-18-2025 \$250 PER DAY \$80 PROSECUTION COST
63	24110043	BHA REAL ESTATE HOLDINGS LLC % K E ANDREWS	1441 S FEDERAL HWY, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-77(6) - Non-residential walls and fences.	RESPONDENT WAS PRESENT – JOHN WILLIAMS, MAINTENANCE MANAGER CONTINUED TO 4-25-2025
64	24120071	EDWARDS,DWIGHT D & BARBARA A	601 SW 11 DR, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-81(L)(1)(a-g) - Tree preservation.	RESPONDENT WAS PRESENT - DWIGHT EDWARDS COMPLIED
66-70	24120066	LIGHTNING REAL ESTATE INVESTORS LLC	73 DEER CREEK RD, UNIT 103,DEERFIELD BEACH, FL 33442 103	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT WAS PRESENT – GEORGE MOLLAS AND MARK PANCALLO CONTINUED TO 4-25-2025
67	24120083	LOPES,CLEUZEIR	73 DEER CREEK RD, UNIT 105,DEERFIELD BEACH, FL 33442 105		

68	25010151	MITCHELL,CALMETA B	73 DEER CREEK RD, UNIT 101,DEERFIELD BEACH, FL 33442 101		
69	25010152	SASSON,SARAH M	73 DEER CREEK RD, UNIT 102,DEERFIELD BEACH, FL 33442 102		
70	25010153	DELGADO,ESTEFANIA KROLL,KEVIN	73 DEER CREEK RD, UNIT 104,DEERFIELD BEACH, FL 33442 104		
73	24110026	DE MORAIS,LENI R	3920 NW 3 AVE, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(e) - Minimum standards for yard and landscape areas. Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE VII. - ABANDONED REAL PROPERTY Section 34-144 - Maintenance requirements. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-81(L)(1)(a-g) - Tree preservation.	RESPONDENT WAS NOT PRESENT COMPLIED WITH COST
74	24120056	STORAGE EXPRESS II INC	500 NW 48 ST, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS 98-81(E) (8) Tree Removal; A description for the reason for removal.	RESPONDENT WAS NOT PRESENT COMPLIED WITH \$80 PROSECUTION COST DUE

75	24120074	GARCIA, ALONSO JR PESCADOR SANCHEZ, MARIA C	4041 NE 5 TER, DEERFIELD BEACH, FL 33064	Chapter 66 - TRAFFIC AND VEHICLES DIVISION 3. BSO ENFORCED - REGULATIONS, GENERALLY Section 66-59. (c)(1)(b)- Parking on residentially zoned lots. Chapter 66 - TRAFFIC AND VEHICLES Section 66-117.(b) - Parking prohibitions; enforcement. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Sec. 98-88.(b) - Off-street parking and loading.	RESPONDENT WAS NOT PRESENT FINES IMPOSED AS OF 3-21-2025 \$200 PER DAY PER VIOLATION \$80 PROSECUTION COST DUE
76	24120084	LABONTE,NELSON	1261 SW 10 AVE, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT COMPLIED WITH \$80 PROSECUTION COST DUE
77	25010001	LIVESAY, NERY RODRIGUEZ	4031 BERKSHIRE B, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT VACATED
78	25010057	MEDINA,FABIO FREITAS MEDINA,RAQUEL PEGORETTI	3833 NW 7 PL, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT – FABIO MEDIAN COMPLIED

79	25010062	3400 SW 11 ST LLC	3400 SW 11 ST, DEERFIELD BEACH, FL 33442	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT NOT PRESENT VACATED
83	24100062	ST LUKE THE BLESSED SURGEON RUSSIAN ORTHODOX CHURCH INC	1416 SE 2 TER, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT COMPLY BY DATE EXTENDED TO 4-18-2025
87	24120003	CAMBRONNE,FRANTZ MAXIME,GERTHA A	3801 NW 4 AVE, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS NOT PRESENT FINES IMPOSED AS OF 3-21-2025 \$125 PER DAY
88-89	24110117	BREDECK,BRENDA K EUGENE & B K BREDECK REV LIV TR	1000 SE 10 CT, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS NOT PRESENT FINES IMPOSED AS OF 3-21-2025 \$250 PER DAY \$80 PROSECUTION COST
	24120011	LIVIA E WALKER REV TR MICHAEL H WALKER REV TR ETAL	1000 SE 10 CT, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS NOT PRESENT FINES IMPOSED AS OF 3-21-2025 \$250 PER DAY \$80 PROSECUTION COST
90-96	24020034	HUGHES,KRISTINE R	180 SE 20 AVE, UNIT 201,DEERFIELD BEACH, FL 33441 201	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT WAS PRESENT – ROBERT BELLUZZI FINAL ORDER ISSUED COMPLY BY 4-18-2025 \$250 PER VIOLATION \$80 PROSECUTION COST

91	24020035	BELLUZZI,ROBERT J H/E BELLUZZI,CATHERINE R	180 SE 20 AVE, UNIT 202,DEERFIELD BEACH, FL 33441 202	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT WAS PRESENT – ROBERT BELLUZZI FINAL ORDER ISSUED COMPLY BY 4-18-2025 \$250 PER VIOLATION \$80 PROSECUTION COST
92	24020036	CANNONE,ANGELINA ANGELINA CANNONE REV LIV TR	180 SE 20 AVE, UNIT 203,DEERFIELD BEACH, FL 33441 203	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT WAS PRESENT – ROBERT BELLUZZI FINAL ORDER ISSUED COMPLY BY 4-18-2025 \$250 PER VIOLATION \$80 PROSECUTION COST
93	24020037	ROMEO,WILLIAM V & ANNE MARIE	180 SE 20 AVE, UNIT 301,DEERFIELD BEACH, FL 33441 301	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT WAS PRESENT – ROBERT BELLUZZI FINAL ORDER ISSUED COMPLY BY 4-18-2025 \$250 PER VIOLATION \$80 PROSECUTION COST
94	24020038	BAAS, SANDRA	180 SE 20 AVE, UNIT 302,DEERFIELD BEACH, FL 33441 302	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT WAS PRESENT – ROBERT BELLUZZI FINAL ORDER ISSUED COMPLY BY 4-18-2025 \$250 PER VIOLATION \$80 PROSECUTION COST
95	24020041	SHAPERO,AUDREY A LE SHOWFER,MARLA	180 SE 20 AVE, UNIT 402,DEERFIELD BEACH, FL 33441 402	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT WAS PRESENT – ROBERT BELLUZZI FINAL ORDER ISSUED COMPLY BY 4-18-2025 \$250 PER VIOLATION \$80 PROSECUTION COST

96	24020042	DYER,DAVID M	180 SE 20 AVE, UNIT 403,DEERFIELD BEACH, FL 33441 403	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT WAS PRESENT – ROBERT BELLUZZI FINAL ORDER ISSUED COMPLY BY 4-18-2025 \$250 PER VIOLATION \$80 PROSECUTION COST
97	25020058	HARRIS,REDA WRIGHT EST	400 SW 14 ST, DEERFIELD BEACH, FL 33441	Chapter 66 - TRAFFIC AND VEHICLES ARTICLE II. BSO ENFORCED- STOPPING, STANDING, PARKING; DIVISION 3. - REGULATIONS, GENERALLY Section 66-59.(b) - Parking on residentially zoned lots.	RESPONDENT WAS NOT PRESENT FINAL ORDER ISSUED COMPLIED BY 4-18-2025 \$150 PER VIOLATION \$80 PROSECUTION COST
99	24120087	GOLD,MARILYN LE RASCH,CAROLYNN & GOLD,RUSSELL	1112 OAKRIDGE V, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 4-18-2025 \$200 PER VIOLATION \$80 PROSECUTION COST
100	24120088	CVE MASTER MANAGEMENT COMPANY INC	451 CENTURY BLVD, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT – DENNIS BARREDO CONTINUED TO 5-13-2025
102	24120064	GREENBLATT,DEBORAH S	21 ASHBY A, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	COMPLIED WITH \$80 PROSECUTION COST DUE
103	25020034	SHARP, NICOLE	808 SE 14 CT, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS	RESPONDENT WAS PRESENT – FRED MORGENSTERN

				ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	EXTENDED TO 4-25-2025
104	25020062	SR WATER SPORTS LLC	NE 9 AVE, DEERFIELD BEACH, FL 33441	Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE VI. - NUISANCE ABATEMENT PROPERTY CODE DIVISION 1. - GENERALLY Section 34-121 - Declaration of nuisance. Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE VII. - ABANDONED REAL PROPERTY Section 34-144 - Maintenance requirements.	RESPONDENT WAS NOT PRESENT FINES IMPOSED AS OF 3-21-2025 \$500 PER DAY PER VIOLATION \$80 PROSECUTION COST DUE
105	25030018	MGF PROPERTY III LLC	272 SW 3 ST, UNIT A-D, DEERFIELD BEACH, FL 33441	Chapter 58 - SOLID WASTE DIVISION 4. - COMMERCIAL REFUSE COLLECTION; Sec. 58-86 Responsibility of owners or agents for keeping areas free of garbage, recyclable materials, and trash, etc.	RESPONDENT WAS NOT PRESENT FINES IMPOSED AS OF 3-21-2025 \$500 PER DAY PER VIOLATION \$80 PROSECUTION COST DUE
SPECIAL SET AT 11 a.m.					
A	20120059	PEREZ,NELLY & SIVAJI,SELVA	3270 SW 1 ST, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS NOT PRESENT VACATED ORDER ISSUED

B-C	18080034	U S BANK TRUST N A TRSTEE%QUINTAIROS PRIETO WOOD & BOYER	4513 SW 13 ST, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-80.(u) - Landscape requirements.	RESPONDENT WAS NOT PRESENT FINES REDUCED TO \$10,530
C	21010036	US BANK TR NA TRS % RESICAP	4513 SW 13 ST, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-75(1)(a,b,c.) - Residential walls, fences and hedges.	
D	21120122	MUCCIACCIO,CINDY	749 NW 40 TER, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(N)(1) - Landscape Requirements.	RESPONDENT WAS NOT PRESENT FINES REDUCED TO \$250
E	22060022	SANTOS,EUDES S	3830 NW 4 AVE, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS NOT PRESENT FINES REDUCED TO \$4,531.25
F-H	20110033	ANNA T PATRICK EST	1450 SW 25 AVE, DEERFIELD BEACH, FL 33442	Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE VII. - ABANDONED REAL PROPERTY Section 34-144 - Maintenance requirements.	RESPONDENT WAS NOT PRESENT FINES REDUCED TO \$41,963
G	21040084	ANNA T PATRICK EST	1450 SW 25 AVE, DEERFIELD BEACH, FL 33442	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS	

				Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-74 - Display of street numbers on buildings.	
H	23070010	SECRETARY OF HOUSING & URBAN DEV % BECKER & POLIAKOFF PA	1450 SW 25 AVE, DEERFIELD BEACH, FL 33442	Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE VII. - ABANDONED REAL PROPERTY Section 34-144 - Maintenance requirements.	
I	24040029	FLORES,ALEIDA O	305 NW 43 PL, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS NOT PRESENT FINES REDUCED TO \$250
J	21070356	GAGLIARDI FAMILY TR	500 SE 21 AVE, DEERFIELD BEACH, FL 33441 804	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS NOT PRESENT VACATED ORDER ISSUED
K	24060081	PADLAD,LEERON	320 NW 4 AVE, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(C)(2) - Landscape Requirements. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. -	RESPONDENT WAS NOT PRESENT FINES REDUCED TO \$250

				SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	
L	24010110	ARGYROPOULOS,DORA DORA ARGYROPOULOS TR	865 SE 21 AVE, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(1) - Exterior building and structure standards. Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE VI. - NUISANCE ABATEMENT PROPERTY CODE; DIVISION 1. - GENERALLY Sec. 34-121. - Declaration of nuisance. Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-8 (d) (1) - Minimum standards for interior of structures.	RESPONDENT WAS NOT PRESENT FINES REDUCED TO \$3,047.50

SPECIAL MAGISTRATE MINUTES
CITY OF DEERFIELD BEACH, FLORIDA

Andrew Dunkiel, Special Magistrate

Date

**PLANNING AND ZONING BOARD
CITY OF DEERFIELD BEACH, FLORIDA
April 3, 2025
MEETING MINUTES**

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

ROLL CALL

Present: Michelle Balaun
Brian Bennett, Vice Chair
Bridget Beckford
Joe Chancy, Alternate - *arrived at 7:08 p.m.*
Kanthiah Easwara Chandran, Alternate
David Kurlander, Alternate
William Lane

Also Present: Chris Suneson, Assistant Director of Planning & Development Services
Emily Cortez, Planner I
Anthony Soroka, City Attorney
Samantha Charlemont, Assistant City Clerk

Absent: None

Vice Chair Bennett congratulated Commissioner Plaut.

In response to Vice Chair Bennett's question, Mr. Soroka replied that a new Chair and possibly Vice Chair must be nominated and appointed prior to the presentation of agenda items.

PLEDGE OF ALLEGIANCE

SEATING OF ALTERNATES

Mr. Kurlander sat in for those not in attendance.

APPROVAL OF MINUTES

Ms. Beckford made a motion, seconded by Mr. Lane to approve the March 6, 2025 minutes as submitted. The motion CARRIED by unanimous vote.

Thereafter, there was a brief discussion regarding the Chair and Vice Chair appointments.

Ms. Balaun made a motion, seconded by Mr. Lane to nominate Vice Chair Bennett as Chair. The motion CARRIED by unanimous vote.

Ms. Balaun made a motion, seconded by Mr. Lane to nominate Ms. Beckford as Vice Chair. The motion CARRIED by unanimous vote.

NEW BUSINESS**P.H. 2025-059: APPLICATION 23-RM25-112**

Applicant: FMO of Boca Raton represented by Miskel Backman, LLP

Proposal: Seeking MAJOR SITE PLAN application approval to construct three (3) attached, two-story townhomes with associated site improvements on an 0.19-acre parcel located in the RM-25, Residence Multifamily zoning district.

Location: The property is described as DEERFIELD BEACH 4-4 B LOT 11 BLK 14, more particularly described in the file, and located at **2013 SE 3 Street**.

SUMMARY BACKGROUND/EXPLANATION

The subject parcel is currently vacant, and the Applicant proposes to develop the property into three attached, two-story townhomes with associated site improvements. Each townhouse will have two bedrooms, a den, an active rooftop, and a single car garage.

The architecture compliments the requirements of the Coastal Community Architectural District with the main façade color being white called “Steam” and accent colors being “Constellation”, a shade of light blue, and “Metropolitan”, a shade of grey. The materials include stucco, stone cladding, silver/clear anodized aluminum brushed metal for railings and spiral stairs, and a bronze aluminum finish on the window and door frames.

The Applicant has filed a companion application (Variance Case #2584) requesting approval to allow a street side (corner) setback of 20 feet in lieu of the required 25 feet from the property line due to the City’s requirement of a 5-foot right-of-way dedication. Additionally, the Applicant has filed a variance to allow a lot width of 60 feet in lieu of the required 100 feet.

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

On December 11, 2024, the item was heard and approved by the Community Appearance Board.

Dwayne Dickerson, representing the applicant, displayed renderings of the proposed project, which includes construction of a townhouse development project, consisting of three units with two bedrooms, two and a half baths, a den, an active rooftop, and a single car garage. Furthermore, a variance is being requested for commission consideration and approval. Thereafter, he mentioned that the project has satisfied all requirements and approvals.

In response to Mr. Lane’s question, Mr. Dickerson replied that due to the current real estate market it is premature to determine if the units will be rented or sold.

In response to Chair Bennett’s questions, Chris Suneson, Assistant Director of Planning and Development Services, replied that all requirements and approvals have been met for this project.

In response to Vice Chair Beckford’s question, Mr. Suneson replied that there have been other projects that have come forward with similar variance requests for right-of-way dedications.

Chair Bennett opened the public hearing.

In response to Chair Bennett's question, Anthony Soroka, City Attorney, replied that a motion is not needed to close the public hearing.

Chair Bennett said moving forward he will be closing the public hearing without a motion and second.

In response to Mr. Chandran's questions, Mr. Dickerson replied that the active rooftop will be utilized as an amenity for occupants to get some fresh air, sunbathe, etc. Furthermore, the rooftop area will allow for sun shade and furniture. Additionally, carbon monoxide detector will be installed.

Chair Bennett closed the public hearing.

In response to Vice Chair Beckford's question, Mr. Soroka replied that variances are for commission consideration and approval.

In response to Mr. Lane's question, Mr. Dickerson replied that the staircase to access the rooftop is located at the front porch.

Vice Chair Beckford made a motion, seconded by Ms. Balaun to approve Application 23-RM25-112 as submitted. The motion CARRIED by unanimous vote.

P.H. 2025-060: APPLICATION 14-B2-122 Rev. 3

Applicant: **CHICK-FIL-A REPRESENTED BY INTERPLAN LLC**

Proposal: Seeking Major Site Plan approval to construct a permanent drive through canopy and reconfigure the site to add a second drive through lane on a 1.08-acre site in the B-2, Highway Business zoning district.

Location: The property is generally described as DEERFIELD MALL 131-3 B PARCEL B LESS POR DESC AS; COMM AT SE COR SAID PAR B, N 642.29 TO POB, W 315.94, N 206.03, E 280.63, SE 49.34 S 170.22 TO POB, more particularly described in the file, and located at **3648 W Hillsboro Boulevard**.

SUMMARY BACKGROUND/EXPLANATION

The Applicant, Chick-Fil-A Incorporated, is seeking major site plan approval to alter its existing site by adding a permanent canopy over the existing drive through lanes to provide weather protection for employees and guest. In addition, the site will be altered to provide additional stacking for the drive through lanes by eliminating parking on the eastern side of the site and segregating drive in traffic with its own drive aisle.

The Applicant is also seeking a Variance (Case 2608) from Section 98-73(4) of the Land Development Code which provides that accessory structures in non-residential districts must comply with the front yard requirements of the principal building. The drive through lanes are located on the north side of the existing building which adheres to the 50-foot building setback for the B-2 zoning district. By placing a permanent canopy over the drive through lanes, the accessory structure setback would be violated. The applicant has requested a reduction of the front yard setback to 19-feet and 8-inches.

Due to eliminating parking to accommodate additional drive through lane stacking, the Applicant is also seeking a Technical Deviation (Case 2609) to reduce the amount of required parking for the site.

The site currently has 48 parking spaces constructed and the Land Development Code requires 44 parking spaces. The applicant is seeking a reduction of 13 parking spaces for a total of 31 overall spaces. To justify the reduction, the applicant has provided a parking study that shows the highest observed parking demand was 25 vehicles during a weekday peak period and 24 vehicles during a Saturday peak period. In observing both the subject property as well as a similar Chick-Fil-A location in Coconut Creek, the parking study determined an average peak parking demand of six (6) spaces per 1,000 square feet. This results in approximately 30 spaces needed to accommodate vehicles at peak times. The parking study was reviewed by the City's traffic consultant who concurred with the conclusions.

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

On March 13, 2025, the item was heard and approved by the Community Appearance Board.

Mr. Chancy left the meeting at 7:26 p.m.

Christina Bilenki, representing the applicant, displayed renderings of the proposed project, which includes the installation of new canopies over the drive-through lanes, site modifications to the drive-through circulation area, which will improve traffic, and upgrading the landscaping. Furthermore, a technical deviation and variance is being requested for commission consideration and approval.

In response to Chair Bennett's questions, Chris Suneson, Assistant Director of Planning and Development Services, replied that all requirements and approvals have been met for this project.

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

In response to Chair Bennett's question, Mr. Suneson replied that this application is new and has nothing to do with the new Chick-Fil-A on Federal Highway.

Mr. Chandran spoke in support of the project and commended staff for a job well done.

Vice Chair Beckford made a motion, seconded by Mr. Kurlander to approve Application 14-B2-122 Rev. 3 as submitted. The motion CARRIED by unanimous vote.

STAFF REPORT

Planning and Zoning Board - Chris Suneson, Assistant Director of Planning and Development Services, congratulated Chair Bennett and Vice Chair Beckford in their new roles. Thereafter, he said there may be some new members joining the board; therefore, he would like to have an overview of the Board's functions at the next meeting.

Next Meeting - Mr. Suneson said the next meeting will be held on May 6, 2025.

CHAIRMAN'S REPORT

Chair's Role - Chair Bennett said he will be sharpening his tools in an effort to look for more ways to ensure meetings run more efficiently.

MEMBERS' REPORTS

None.

ADJOURNMENT

Vice Chair Beckford made a motion, seconded by Mr. Lane to adjourn the meeting at 7:49 p.m. The motion CARRIED by unanimous vote.

Brian Bennett, Chair
Planning and Zoning Board



**City of Deerfield Beach
African American Heritage Committee Meeting Minutes
Thursday, April 10, 2025
Johnny L. Tigner Center | 445 SW 2nd Street**

CALL TO ORDER/ROLL CALL

Ms. McMillon called the meeting to order on the above date at 6:37 p.m.

Present: Chair Strowbridge (*arrived 6:46 p.m.*)
Mr. Hill
Ms. Ffolkes
Ms. Mitchell
Barri McMillon

Also Present: Carolyn Marshall, Manager I of Special Events
Jessica King, Manager I of Special Events
Lauren Goas, Administrator of Special Events & Recreation
Milton Collins, City Attorney's Office

Approval of March 13, 2025, Minutes

MOTION was made by Ms. McMillon, seconded by Ms. Mitchell, to amend the agenda and add a discussion regarding the Black Heritage Banquet. Motion PASSED unanimously.

MOTION was made by Ms. McMillon, seconded by Ms. Mitchell, to approve the minutes as submitted. The motion PASSED unanimously.

BLACK HERITAGE BANQUET RECAP

Ms. McMillon expressed her dissatisfaction with the banquet, as the band was inadequate. Furthermore, she stated that the focus should be on the honorees, and suggested removing the keynote speaker and replacing them with someone who introduces the award recipients. Additionally, she suggested revising the logistics, and allowing the award honorees more time to speak and providing music and pictures of the honorees in lieu of a lengthy biography.

Continuing, Ms. McMillon stated that the short video should have included more churches, and depicted the "history of the black church". Additionally, she said the video presentation itself was unsightly from the projector. Lastly, she expressed frustration with CivicREC, who is used to purchase the banquet tickets, as it is not user friendly

In response to Ms. Ffolkes' question, Lauren Goas, Administrator of Special Events & Recreation, replied that the City does not normally have a budget the will accommodate

the fees for an event planner. Furthermore, she agreed with some of Ms. McMillon's comments, and advised that they will be taken into consideration for future events.

JUNETEENTH

In response to Ms. Mitchell's questions, Lauren Goas, Administrator of Special Events & Recreation, replied that she can reach out to event management teams and businesses, but asked that she be mindful of the budget, which is \$50,000, plus what was left over from the MLK event.

Carolyn Marshall, Manager I of Special Events, reminded the Board that the budgets were previously e-mailed to them. Further, she stated that an event planning company was previously hired, which the Board was dissatisfied with.

In response to Ms. Strowbridge's question, Ms. Marshall provided a brief update on the status of each vendor.

After a brief discussion, it was decided to not use Quick the Poet, and to have staff reach out to RJ the comedian. Thereafter, discussion ensued regarding the musical talent. Various suggestions were made, to include Shirley Murdoch, Stephanie Mills, Vanessa Bell Armstrong, and Howard Hubert.

Ms. Goas stated that staff has been in contact with En Vogue, New Edition, and Boyz II Men, but unfortunately their costs are outside of the budget. Further, she advised that she has worked with Jodi Hill Productions and would see if they fall within the budget.

Mr. Hill suggested Urban Mystic and Endless Rhythm.

Ms. Ffolkes recommended reaching out to radio stations to see if they would advertise the event for free. Thereafter, she provided a brief overview of her experience working with radio stations.

After a brief discussion regarding the activities in the kid's corner, Ms. Strowbridge presented the proposal for Ihesha O'Neal, of Mark Your Path Mentoring, to be added to the kid's corner.

MOTION was made by Ms. McMillon, seconded by Ms. Ffolkes, to accept the Mark Your Path as one of the activity vendors for Juneteenth. Motion PASSED unanimously.

Ms. Marshall presented the Board with the Pioneer Family Tent applications, which would Thursday, May 1st, on a first come, first serve basis, with the number of tents being capped at ten.

In response to Ms. McMillon's question, Ms. Goas replied that she, along with her family, could have her garden at the event.

Thereafter, discussion ensued regarding entertainment.

MOTION was made by Ms. McMillon, seconded by Ms. Ffolkes, to have staff attempt negotiations with Lakeside. . Motion PASSED unanimously.

Ms. Ffolkes said she would follow up with the dance instructor about coming out to Juneteenth to teach a dance class.

After a brief discussion regarding food vendors, Ms. Mitchell advised that she would reach out to Chick-Fil-A.

After a brief discussion regarding the shirt design, Ms. Goas stated that she would reach out to the City's Public Affairs and Marketing Department to see about adjusting the logo as recommended by the Board.

MOTION was made by Ms. McMillon, seconded by Ms. Mitchell, to order red shirts with the City approved Juneteenth logo on it, as well as the original Juneteenth Flag on the sleeve. Motion PASSED unanimously.

Mr. Hill said he would send staff the contact information for a bead and button making company, which would be free and a nice addition to the kid's zone. .

In response to Ms. Goas' question, Ms. McMillon asked that the discussion regarding staff meals in the green room be tabled until the next meeting.

In response to Ms. Strowbridge's comment, Jessica King, Manager I of Special Events, reminded the Board that they must provide their input regarding additional banner placements within the City

In response to Ms. Ffolkes's question, Ms. Goas replied that she is unsure if the City can utilize Eventbrite.

CLOSING FROM THE STAFF

None.

CLOSING FROM THE BOARD

None.

COMMENTS FROM THE PUBLIC

None.

COMMENTS FROM THE ATTORNEY

None.

NEXT MEETING

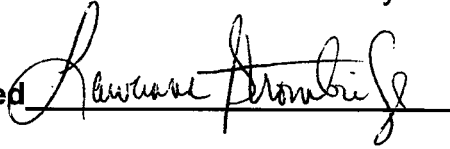
May 8, 2025.

ADJOURNMENT

Ms. Strowbridge stated that the next meeting will be held on Thursday, May 8, 2025 at the Johnny L. Tigner Center at 6:30 p.m.

MOTION was made by Ms. McMillon, seconded by Ms. Ffolkes, to adjourn the meeting at 8:04 p.m. The motion PASSED unanimously.

Minutes Approved

A handwritten signature in black ink, appearing to read "Lawrence Strowbridge", written over a horizontal line.

Date

05/8/2025



Regular City Commission Meeting - May 20, 2025

DEERFIELD BEACH - YOU ARE HEREBY NOTIFIED that the **Regular City Commission** meeting will be held on **Tuesday, May 20, 2025, 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 May 20, 2025, 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 May 20, 2025 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 May 20, 2025.
 - i. Use the following link below to access the meeting via Zoom:
<https://deerfield-beach.zoom.us/j/86512990561?pwd=aDjbSlcEiUAvaiNsu39mm1diVLUHbM.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: 865 1299 0561#, Participant ID: #, Passcode: 916743#

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 May 20, 2025, 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 via Zoom, please complete the attached comment card, and e-mail it to the City Clerk at web.clerk@deerfieldbeachfl.gov prior to the meeting. If you attend in person, comment cards will be provided in the Commission Chambers.

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.



PUBLIC COMMENT

ONE CARD PER AGENDA ITEM OR PUBLIC COMMENT, PLEASE!

Date: _____

Agenda Item #: _____

Public Comment: (Circle one) YES/NO

If you wish to address the City Commission, please provide the below required information:

Name: _____

Address: _____

You may also provide the following optional information, so staff may contact you, if necessary:

Phone and/or E-mail Address (optional): _____

***NOTE: You have 3 minutes to speak. TIME IS NOT TRANSFERRABLE.**

Public comment shall be governed by the City Commission Meeting Rules of Procedure outlined in Resolution 2018/014, which states that 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.



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2025-147

Agenda Date: 5/6/2025

Status: PRESENTATIONS

In Control: City Commission

Title

Presentation by the Florida Department of Transportation (FDOT) regarding upcoming improvements to the SW 10th Street Connector Project.

Background/History

The Florida Department of Transportation has requested to provide a presentation to the City Commission and residents of Deerfield Beach on the current status of the SW 10th Street Connector Project.



Face Sheet File Number: I.D. 2025-175

Agenda Date: 5/20/2025

Status: PRESENTATIONS

In Control: City Commission

Title

Presentation of the Summary of Findings Report for the Dixie Highway Community Outreach and Rezoning Project.

Background/History

On July 18, 2024, LM Genuine Solutions (LMGS) was selected by the City of Deerfield Beach to implement a community outreach strategy to identify and communicate with the local residents and business community on the potential zoning changes and implementation process along the Dixie Highway Corridor area.

The study area includes Dixie Highway, spanning from the Dixie Highway flyover bridge just north of Hillsboro Boulevard south to include SE 4th Street and SE 10th Street. Along the west portion of Dixie Highway is a mix of zoning districts, including Business Community (B-1), Dixie Business Residential (DBR), and Broward County commercial zoning. Zoning along the east portion of Dixie Highway includes the Pioneer Grove Local Activity Center (LAC) and General Business (B-3).

The highway abuts two areas of redevelopment: the Pioneer Grove LAC, which includes the City's future downtown, and the Dixie Business Residential area, a mixed-use zoning district that permits residential, commercial, or mixed-use development. The Florida East Coast (FEC) Railway is used by both the FEC and the Brightline commuter service, and runs the entire length of the Dixie Corridor in Deerfield Beach. The City is actively pursuing a rail station for the Broward Commuter Rail and Brightline services at the intersection of Dixie Highway and SE 4th Street.

To date, LMGS has conducted a total of five public meetings with the community, including one large project kick-off meeting, one preliminary findings meeting and this will be the final meeting to summarize the project and highlight recommendations. Six Focus Group sessions were performed to include small cross-sections of the community, ensuring all groups in the Central City Area were provided an opportunity to provide community input.

The goal was to engage landowners, business owners, tenants, investors, developers, the surrounding residential communities, and other stakeholders along the east and west sides of Dixie Highway to:

- i. Build potential and strengthen relations;
- ii. Discuss potential appropriate types of use for the area;
- iii. Understand stakeholders and land development expectations; and
- iv. Create a framework to realize the vision.

Current Activity

LMGS will make a presentation to the City Commission regarding the final report of Findings for the Dixie Highway Community Outreach and Rezoning Project. Community input will serve as the basis

for the next phase of the process, which is re-writing the zoning code to reflect community input and to spur redevelopment of the Dixie Highway Corridor. The consulting group of WGI Inc. has been contracted to perform this portion of the project.



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2025-206

Agenda Date: 5/20/2025

Status: PUBLIC HEARINGS –
SECOND READING

In Control: City Commission

Title

P.H. 2025-081: ORDINANCE 2025/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING AND AUTHORIZING EXECUTION OF AN AMENDMENT TO THE LEASE AGREEMENT BETWEEN THE CITY OF DEERFIELD BEACH AND DEERFIELD BEACH CAFÉ, LLC, FOR THE LEASE OF THE CITY'S PIER RESTAURANT FOR A TWENTY-YEAR TERM, WITH TWO, FIVE YEAR RENEWAL OPTIONS; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

Recommended Action

Commission to vote on Ordinance

Voting Requirement

Adoption requires a 4/5 vote of the City Commission

Background/History

On August 1, 2023, the City Commission passed and adopted Resolution No. 2023/136 awarding Invitation to Bid No. 23-02-PC (the "ITN") for the lease of the City's Pier Restaurant to Deerfield Beach Café, LLC. On August 22, 2023, in accordance with Section 3.16(4)(f) of the City's Charter, the City Commission passed and adopted Ordinance No. 2023/007, approving and authorizing execution of a Lease Agreement with Deerfield Beach Café, LLC, (the "Tenant"), enclosed as Exhibit "2", (the "Lease") which provides for an initial Lease term of twenty years, with the mutual option to renew for two additional five-year periods. The parties entered into the Lease of the space located at 202 NE 21st Avenue, Deerfield Beach, Florida, consisting of approximately 4,283 square feet, inclusive of the second floor observation deck, and further described in Section 1.4 and Exhibit "A" of the Lease, (collectively, the "Premises") for the purpose of the Tenant operating the Premises as a restaurant.

Under the Lease, the City was to deliver possession of the Premises to the Tenant on November 1, 2023, and the Tenant was to diligently pursue construction of the improvements to the Premises and commence paying Rent to the City no later than May 1, 2024.

Current Activity

Due to circumstances beyond the Parties' reasonable control, including specifically the prior tenant's, Class Act Restaurant Group, LLC, (the "Prior Tenant") breach of its lease agreement with the City and failure to vacate the subject property by October 27, 2023, the City was unable to deliver possession of the Premises on November 1, 2023. The City diligently pursued the eviction of the Prior Tenant, and the Court issued an Order authorizing the eviction of the Prior Tenant and return of possession of the subject property to the City, which eviction was effectuated on November 27, 2024.

The City and the Tenant have negotiated a First Amendment to the Lease, attached as Exhibit "1", (the "Lease Amendment") to provide for the City to deliver possession of the Premises to the Tenant on June 1, 2025, update the Possession Date and revise the Lease Commencement Date, provide

for the release of all claims against the City that could be brought by the Tenant against the City for not delivering possession of the Premises prior to the updated Possession Date, and to make certain other modifications as provided for in the Lease Amendment.

The enclosed Ordinance approves and authorizes execution of the Lease Amendment. Please see the enclosed Memo from the City Attorney's Office detailing the terms of the proposed Lease Amendment.

Recommendation

Consideration of Lease Amendment.

ORDINANCE NO. 2025/

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF
DEERFIELD BEACH, FLORIDA, APPROVING AND
AUTHORIZING EXECUTION OF AN AMENDMENT TO THE
LEASE AGREEMENT BETWEEN THE CITY OF DEERFIELD
BEACH AND DEERFIELD BEACH CAFÉ, LLC, FOR THE LEASE
OF THE CITY'S PIER RESTAURANT FOR A TWENTY YEAR
TERM, WITH TWO, FIVE YEAR RENEWAL OPTIONS;
PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN
EFFECTIVE DATE**

WHEREAS, on August 1, 2023, the City Commission passed and adopted Resolution No. 2023/136 awarding Invitation to Bid No. 23-02-PC (the "ITN") for the lease of the City's Pier Restaurant to Deerfield Beach Café, LLC; and

WHEREAS, on August 22, 2023, in accordance with Section 3.16(4)(f) of the City's Charter, the City Commission passed and adopted Ordinance No. 2023/007, approving and authorizing execution of a Lease Agreement with Deerfield Beach Café, LLC, (the "Tenant"), attached as Exhibit "2", (the "Lease") which provides for an initial Lease term of twenty years, with the mutual option to renew for two additional five year periods; and

WHEREAS, the parties entered into the Lease of the space located at 202 NE 21st Avenue, Deerfield Beach, Florida, consisting of approximately 4,283 square feet, inclusive of the second floor observation deck, and further described in Section 1.4 and Exhibit "A" of the Lease, (collectively, the "Premises") for the purpose of the Tenant operating the Premises as a restaurant; and

WHEREAS, under the Lease, the City was to deliver possession of the Premises to the Tenant on November 1, 2023, and the Tenant was to diligently pursue construction of the improvements to the Premises and commence paying Rent to the City no later than May 1, 2024; and

WHEREAS, due to circumstances beyond the Parties' reasonable control, including specifically the prior tenant's, Class Act Restaurant Group, LLC, (the "Prior Tenant") breach of its lease agreement with the City and failure to vacate the subject property by October 27, 2023, the City was unable to deliver possession of the Premises on November 1, 2023; and

WHEREAS, the City diligently pursued the eviction of the Prior Tenant, and the Court issued an Order authorizing the eviction of the Prior Tenant and return of possession of the subject property to the City, which eviction was effectuated on November 27, 2024; and

WHEREAS, the City and the Tenant have negotiated a First Amendment to the Lease, attached as Exhibit "1", (the "Lease Amendment") to provide for the City to deliver possession of the Premises to the Tenant, update the Possession Date and revise the Lease Commencement Date, provide for the release of all claims against the City that could be brought by the Tenant against the City for not delivering possession of the Premises prior to the Possession Date, and to make certain other modifications as provided for in the Lease Amendment; and

WHEREAS, the City Commission deems it to be in the best interest of the City to approve and authorize execution of the Lease Amendment, attached as Exhibit “1”.

NOW, THEREFORE, BE IT ORDAINED 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 Lease Amendment with Deerfield Beach Café, LLC/202 DFB, LLC, attached as Exhibit “1,” is hereby approved.

Section 3. The Mayor and City Manager are authorized to execute the Lease Amendment, 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. If any word, phrase, clause, sentence, or section of this Ordinance is for any reason held unconstitutional or invalid, the invalidity thereof shall not affect the validity of any remaining portions of this Ordinance.

Section 5. All ordinances and parts of ordinances, and all resolutions and parts of resolutions, in conflict with this Ordinance are repealed but only to the extent of such conflict.

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2025.

CITY OF DEERFIELD BEACH

TODD DROSKY, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK



MEMORANDUM

To: Mayor and City Commission

From: Anthony C. Soroka, City Attorney

Date: April 28, 2025

RE: Draft Pier Restaurant Lease Amendment with Deerfield Beach Café, LLC (n/k/a 202 DFB, LLC)(the "Tenant")

At the August 22, 2023 City Commission Meeting, the City Commission passed and adopted Ordinance No. 2023/007 approving and authorizing execution of a Lease Agreement with the Tenant (the "Lease") of the City's Pier Restaurant space, for an initial Lease term of twenty years, with the mutual option to renew for two additional five year periods. The parties entered into the Lease of the space located at 202 NE 21st Avenue, Deerfield Beach, consisting of approximately 4,283 square feet, inclusive of the second floor observation deck, and further described in Section 1.4 and Exhibit "A" of the Lease, (the "Premises") for the purpose of Tenant operating the Premises as a restaurant. Under the Lease, the City was to deliver possession of the Premises to the Tenant on November 1, 2023, and the Tenant was to diligently pursue construction of the improvements to the Premises and commence paying Rent to the City no later than May 1, 2024 (6 months after the delivery of possession of the Premises to Tenant).

Due to circumstances beyond the Parties' reasonable control, including specifically the prior tenant's, Class Act Restaurant Group, LLC, (the "Prior Tenant") breach of its lease agreement with the City and failure to vacate the subject property by October 27, 2023, the City was unable to deliver possession of the Premises to the Tenant on November 1, 2023. The City diligently pursued the eviction of the Prior Tenant, and the Court issued an Order authorizing the eviction of the Prior Tenant and return of possession of the subject property to the City, which eviction was effectuated on November 27, 2024.

Thereafter, the Tenant and the City have been negotiating the terms of a Lease amendment to provide for an updated possession date and lease commencement date. The Tenant alleges that Tenant has suffered damages arising from the City not delivering possession of the Premises to the Tenant on November 1, 2023, including interest expenses, lost income, increased construction costs, reputational loss, restaffing and attorneys fees, the Tenant claims collectively exceed \$600,000. The Tenant previously filed litigation against the Prior Tenant seeking damages and the City is pursuing a claim for damages against the Prior Tenant. More recently, the Tenant filed a lawsuit against the City for damages but

has held off on proceeding with the litigation against the City (City has yet to be served) while the City and the Tenant attempt to negotiate the terms of a proposed Amendment to the Lease. The City maintains that the City is not responsible for Tenant's damages.

The City Manager and City Attorney have been negotiating with the Tenant and Tenant's legal counsel to see if there are terms upon which the parties may proceed forward with the contemplated lease arrangement outside of litigation. The enclosed proposed Amendment to the Lease Agreement for the City Commission's consideration is the result of such extensive negotiations. The Lease Amendment is ultimately subject to City Commission approval by an Ordinance approved by a minimum four-fifths affirmative vote. In the event the Lease Amendment is denied, my office is prepared to defend the City against the claims raised by the Tenant against the City if the Tenant chooses to pursue such claims.

The following is a summary of the key terms of the proposed Amendment with the Tenant (with differences from the original Lease noted):

Rent Amounts: The Base Rent and Percentage Rent amounts and amounts in the Rent Schedule from the original Lease are not being modified. The first year Base Rent amount following the Lease Commencement Date remains at \$210,000 and the Lease (if the Amendment is approved) will provide 20 years of Rent payments to the City pursuant to its terms. However, note the adjustment to the Lease Commencement Date below.

Name Change: The Tenant's entity name has changed from Deerfield Beach Café, LLC to 202 DFB, LLC, which name change has been effectuated through the Florida Division of Corporations. Additionally, Tenant proposes to change the trade name of the restaurant to "The Break House" from "The Palm House." Pursuant to Article 7.3 of the Lease, entity and trade name changes may be submitted to the City for approval. The enclosed Amendment approves the entity name and trade name changes.

Possession Date: June 1, 2025 (the Possession Date under the original Lease was November 1, 2023).

Lease Commencement

Date: The date which is the earlier of: fifteen (15) months after the Possession Date (June 1, 2025), or (ii) nine (9) months after the date of issuance of the applicable Certificate of Completion and/or Certificate of Occupancy for the Premises. This date has been modified to provide for up to an additional nine months of Tenant's possession of the Premises before Rent payments are due. Using the first year Base Rent amount, the nine months is equivalent to approximately \$157,500.

Rent Schedule Start: The start date for the Rent Schedule has been amended for consistency with the Lease Commencement Date change noted above.

Letter of Credit: The timeframe for the Tenant to provide the required Letter of Credit securing Rent payments under the Lease has been modified to at least 30 business days prior to the Lease Commencement Date to provide for the security to be in place at least 30 days prior to when the Rent payments begin to accrue. The Tenant previously provided a Letter of Credit per the original terms of the Lease.

Parking Spaces: Section 7.5 of the Lease, which provides for Tenant's use of two designated parking spaces in the Pier Parking Lot is being clarified to provide that in the event that the City causes the two Designated Spaces to be temporarily unavailable for use by the Tenant, the City shall provide two alternative designated parking spaces in a location within reasonable vicinity to the Restaurant for use by the Tenant until the Designated Spaces become available for use.

Updated Contacts: The contact information for the parties under the Notices section of the Lease is being updated to reflect the appropriate current contacts and addresses for the Parties.

Updated Tenant AOI: Exhibit E-1 is being added to the Lease to reflect the Tenant's updated Articles of Incorporation filings pursuant to its entity name change. Exhibit E-1 is proposed to replace the existing Lease Exhibit "E".

Assignment of Claims: This section is being added and provides for the Tenant to assign its claim against the Prior Tenant to the City and to address recovery of damages from the Prior Tenant. The Amendment proposes a 50% split of up to the first \$600,000 of any damages actually recovered by the City from the Prior Tenant after deducting the City's attorneys fees and costs incurred in pursuing all damages claims against the Prior Tenant. The City would be entitled to all damages recovery above the \$600,000 threshold amount.

Pier Closure: To the extent the Fishing Pier is fully or substantially closed to the public for a period exceeding 30 consecutive days (a "Pier Closure") for any reason other than by Force Majeure (as defined in Section 29.3), the Tenant is entitled to a fifty percent (50%) prorated reduction in Base Rent due for the time period where there is a Pier Closure. The City is required to provide the Tenant with reasonable advance notice of any planned closures of the Pier when practicable.

Outdoor Seating: Section 7.19 of the original Lease provided for the Tenant's ability to request additional outdoor seating along the eastern portion of the sidewalk adjacent to the first floor of the Premises. The use of such seating is subject to compliance with applicable law, Tenant paying for and maintaining any furniture within such area and agreeing to indemnify, defend and hold the City harmless. Tenant is submitting the outdoor seating request as part of this Amendment. The request is subject to City Commission approval, which may be withheld or conditioned in the City's sole discretion.

Release of City: The Amendment requires the Tenant to release and forever discharge the City, and the City's elected officials, officers, employees, and agents, from any and all claims, damages, liabilities, and costs of any nature that Tenant has asserted or could assert, against the City, or any of the City's elected officials, employees, and agents, that are in any way relating to or arising from the City not delivering possession of the Premises to the Tenant prior to the Possession Date set forth in the Amendment. If the Amendment is approved, the Tenant is required to release and forever discharge any such claims it has against the City.

Please contact me if you have any questions. Thank you.

**FIRST AMENDMENT TO
PIER RESTAURANT LEASE AGREEMENT**

THIS FIRST AMENDMENT (the “Amendment”) to the Lease Agreement, dated August 22, 2023, (the “Agreement” or “Lease”) is made and entered into as of this _____ day of May, 2025, by and between the **CITY OF DEERFIELD BEACH**, a Florida Municipal Corporation (“Landlord”), whose address is 150 N.E. 2nd Avenue, Deerfield Beach, Florida 33441, and **DEERFIELD BEACH CAFE, LLC** (n/k/a 202 DFB, LLC), a Florida Limited Liability Company, whose address is 1080 SW 17th Street, Boca Raton, FL 33486, and its successors and assigns (collectively, the “Tenant”)(Landlord and Tenant are collectively referred to as the “Parties”).

RECITALS:

WHEREAS, on August 1, 2023, the City Commission passed and adopted Resolution No. 2023/136 awarding Invitation to Negotiate #23-02-PC for the Lease of the City of Deerfield Beach Pier Restaurant to Tenant; and

WHEREAS, on August 22, 2023, in accordance with Section 3.16(4)(f) of the City’s Charter, the City Commission passed and adopted Ordinance No. 2023/007 approving and authorizing execution of the Lease; and

WHEREAS, the parties entered into the Lease of the City Pier Restaurant located at 202 NE 21st Avenue, Deerfield Beach, Florida, consisting of approximately 4,283 square feet, inclusive of the second floor observation deck, and further described in Section 1.4 and Exhibit “A” of the Lease, for the purpose of Tenant operating the Premises as a restaurant; and

WHEREAS, under the Lease, the City was to deliver possession of the Premises to the Tenant on November 1, 2023 and the Tenant was to commence paying Rent to the Landlord no later than May 1, 2024; and

WHEREAS, due to the prior tenant, Class Act Restaurant Group, LLC’s (the “Prior Tenant”) failure to vacate the property by October 27, 2023, the City was unable to deliver possession of the Premises on November 1, 2023; and

WHEREAS, the City and the Tenant pursued the eviction of the Prior Tenant and the Court issued an Order authorizing eviction of the Prior Tenant and return of possession of the property to the City; and

WHEREAS, the City and the Tenant desire to enter into this Amendment to provide for the City to deliver possession of the Premises to the Tenant, update the Possession Date and the Lease Commencement Date, provide for the release of all claims against the City that could be brought by the Tenant against the City for not delivering possession of the Premises on November 1, 2023, and to make certain other modifications as provided for in this Amendment.

NOW, THEREFORE, in consideration of the promises and mutual covenants hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby amend the Lease, dated August 22, 2023, as follows:

1. RECITALS

The above recitals are true and correct and are hereby incorporated into this Amendment by reference.

2. NAME CHANGE OF TENANT

Pursuant to Section 7.3 of the Lease, the Landlord hereby consents to the Tenant's entity name change from Deerfield Beach Café, LLC to 202 DFB, LLC, which has been effectuated through the Florida Division of Corporations, provided that Danielle Rosse is in an oversight management and supervisory role for 202 DFB, LLC, pursuant to Section 11.1 of the Lease and maintains such role throughout the Term of the Lease. All references to Tenant or Deerfield Beach Café, LLC in the Lease and this Amendment shall refer to 202 DFB, LLC. Pursuant to Section 7.3 of the Lease, the Landlord hereby consents to the trade name/dba change from "The Palm House" to "The Break House."

3. POSSESSION DATE

Section 1.15 "Possession Date" of the Lease is revised to read as follows¹:

1.15. "Possession Date" is ~~November 1, 2023~~ June 1, 2025, which is the date when physical possession and control of the Premises is delivered by Landlord to Tenant in the manner set forth in Section 5 hereof.

4. LEASE COMMENCEMENT DATE

Section 1.11 "Lease Commencement Date" of the Lease is revised to read as follows:

1.11. "Lease Commencement Date" is the date which is the earlier of (i) ~~six (6)~~ fifteen (15) months after the Possession Date (~~May 1, 2024~~), or (ii) nine (9) months after the date of issuance of the applicable Certificate of Completion and/or Certificate of Occupancy for the Premises. Should said date be other than the first day of a calendar month, then the Lease Commencement Date shall be on the first day of a calendar month following such date.

¹ Additions to existing Lease text are shown in underline; deletions to existing Lease text are ~~struck through~~.

5. EXHIBIT "C" RENT SCHEDULE

Exhibit "C", "Rent Schedule" of the Lease is revised in part to read as follows:

Base Rent. Starting upon the ~~date that is six (6) months after the Occupancy Date~~ Lease Commencement Date, Base Rent shall be due and payable from Tenant to Landlord in the amounts and in the manner set forth in this Rent Schedule. Base Rent for the first Rental Year of the Term shall be \$210,000.00 per year (\$17,500.00 per month) payable on the first day of each month, plus sales tax, as applicable. The Base Rent for each successive Rental Year of the initial Term shall escalate at 2.0% annually.

6. LETTER OF CREDIT

Section 6.1 of the Lease is hereby amended to read as follows:

6.1. Guaranty of Payment and Performance. ~~Within five (5)~~ At least thirty (30) business days prior to the Lease Commencement Date ~~of execution of this Agreement~~, Tenant shall deliver to Landlord a duly executed irrevocable standby letter of credit from a U.S. federally insured banking institution acceptable to the Landlord, naming Landlord as beneficiary, and securing six (6) months of the Base Rent for the first Rental Year, and in form, content and amount acceptable to Landlord, but in no event less than the amount of \$105,000.00, securing the faithful payment and performance of Tenant's obligations under this Agreement (the "ISLC"). The ISLC shall state that the City may draw on the ISLC if the City Manager certifies that the Tenant is in material default under any provision of this Lease. Upon the one-year anniversary date of ~~this Agreement~~ the Lease Commencement Date, and provided the Tenant has not been declared in breach of this Agreement, the ISLC shall be reduced to three (3) months of the Base Rent and shall remain in effect for the duration of the Agreement/lease Term. Tenant may substitute a cash bond, in a form acceptable to the City, in lieu of the required ISLC provided that all other conditions shall apply to such cash bond and shall be documented in the acceptable of such cash bond.

7. DESIGNATED PARKING SPACES

Section 7.5 of the Lease is hereby amended to read as follows:

7.5. Parking Facilities. Landlord shall provide two (2) designated parking spaces in the Pier parking lot to the west of the Restaurant for use by restaurant staff and for a delivery/unloading areas (the "Designated Spaces"). Other than the two ~~d~~Designated parking spaces, no other designated parking shall be provided by the Landlord. In the event that the Landlord causes the two Designated Spaces to be temporarily unavailable for use by the Tenant, the Landlord shall provide two alternative designated parking spaces in a location within reasonable vicinity to the Restaurant for use by the Tenant until the Designated Spaces become available for use by the Tenant.

8. UPDATED CONTACT INFORMATION FOR NOTICES

Section 27.1 of the Lease is hereby amended to read as follows:

27.1. Notices. All notices required under this Agreement shall be in writing and shall be delivered either (i) personally with a receipt obtained; (ii) by certified mail, postage prepaid, return receipt requested; (iii) by nationally recognized overnight courier service; or (iv) by facsimile transmission or electronic mail with a hard copy sent by regular mail on the date of the facsimile transmission. Any notice required or permitted under this Agreement shall be properly addressed as follows.

TO LANDLORD:

City of Deerfield Beach
~~David Santucci~~ Rodney Brimlow, City Manager
150 NE 2nd Avenue
Deerfield Beach, Florida 33441
~~DSantucci@Deerfield-Beach.com~~
RBrimlow@deerfield-beach.com

With a Copy to:

Anthony C. Soroka, Esq.
Weiss Serota Helfman Cole & Bierman
2255 Glades Road, Suite 200-E
Boca Raton, Florida 33431
ASoroka@wsh-law.com

TO TENANT:

~~Deerfield Beach Café, LLC~~ 202 DFB, LLC
Danielle Rosse
245 NE 21st Avenue
Deerfield Beach, Florida 33341

With a Copy to:

~~Joel Koeppel, Esq.~~
~~Koeppel Law Group~~
~~1515 N Flagler Dr Ste 220~~
~~West Palm Beach, FL 33401~~
Mitchell W. Berger, Esq.
David Colls, Esq.
Berger Singerman LLP
201 East Las Olas Blvd
Suite 1500
Fort Lauderdale, FL 33301

9. UPDATED TENANT ARTICLES OF INCORPORATION

Exhibit “E” of the Lease, which includes the Articles of Incorporation of Tenant, is hereby replaced with the attached Exhibit “E-1” to this Amendment. Section 29.2 of the Lease is hereby amended to replace the reference to Exhibit “E” with the attached Exhibit “E-1”.

10. ASSIGNMENT OF CLAIMS AGAINST PRIOR TENANT

Tenant filed a lawsuit against Class Act Restaurant Group, LLC, which was the prior tenant of the Premises, (“Class Act”) seeking damages from Class Act in connection with Class Act’s failure to vacate the Premises on October 27, 2023 upon the expiration of Class Act’s lease with the City. Tenant hereby agrees to execute and deliver a written assignment to the Landlord, attached as Exhibit “N”, of all claims Tenant may have against Class Act. Tenant makes no representations or warranties of any kind, either express or implied, including any warranties of validity, enforceability, or success related to the lawsuit.

Landlord filed a lawsuit against Class Act Restaurant Group, LLC for an eviction and damages that include, without limitation, the amount of double rent during Class Act’s holdover from October 27, 2023 through November 27, 2024, in connection with Class Act’s failure to vacate the Premises and relating to litigation cases: CACE23020060 and CACE23020079 (the “Landlord Cases”).

To the extent the Landlord recovers any damages from Class Act in relation to the Landlord Cases, including, without limitation, in the form of a settlement, judgment, or otherwise, the City hereby agrees that Tenant is entitled to receive fifty percent (50%) of up to (and not to exceed) the first \$600,000 of the Net Recovery. Net Recovery shall mean the Landlord’s gross damages recovery actually received by the Landlord minus the deduction of the Landlord’s attorney’s fees and costs incurred in pursuing all damages claims against Class Act. The Landlord agrees to contact the Tenant pursuant to Section 27.1 diligently upon any recovery of damages from Class Act. Landlord makes no representations or warranties of any kind, either express or implied, including but not limited to any warranties of validity, enforceability, pursuit of the claims, or success related to the Landlord Cases.

11. PIER CLOSURE

To the extent the Deerfield Beach Fishing Pier (the “Pier”) is fully or substantially closed to the public for a period exceeding thirty (30) consecutive days (a “Pier Closure”) for any reason other than by Force Majeure, as defined in Section 29.3, the City hereby agrees that the Tenant is entitled to a fifty percent (50%) prorated reduction in Base Rent due for the time period where there is a Pier Closure. “Substantial closure” shall mean any event that restricts public access to at least fifty percent of the Pier, materially

impacting customer foot traffic to the Restaurant. The City shall provide the Tenant with reasonable advance notice of any planned closures of the Pier when practicable.

12. OUTDOOR SEATING

Landlord grants Tenant additional outdoor seating along the eastern portion of the sidewalk adjacent to the first floor of the Premises, as described in and pursuant to Section 7.19 of this Agreement, subject to the conditions set forth in Section 7.19 of this Agreement.

13. RELEASE OF CITY FROM ALL CLAIMS

Tenant hereby releases and forever discharges the City, and the City's elected officials, officers, employees, and agents, (collectively, the "Released Parties") from any and all claims, damages, liabilities, and costs of any nature that Tenant has asserted or could assert, against the City, or any of the City's elected officials, employees, and agents, that are in any way relating to or arising from the City not delivering possession of the Premises to the Tenant prior to the Possession Date set forth in this Amendment, including but not limited any claims for loss profits, business reputation damages, increased design and construction costs, or any other direct or consequential damages, whether now known or unknown. Landlord hereby acknowledges that Tenant, as of the date of execution of this Amendment, has not been declared in breach of the Agreement, is not in breach of the Agreement, and is not in default.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

**FIRST AMENDMENT TO
PIER RESTAURANT LEASE AGREEMENT**

IN WITNESS WHEREOF, the parties hereto have executed this Amendment effective as of the last date of execution shown below.

LANDLORD

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

ATTEST:

By: _____
Todd Drosky, Mayor

Date: _____

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

STATE OF FLORIDA)

)

COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of May, 2025 by Todd Drosky, the Mayor of the CITY OF DEERFIELD BEACH, a Florida municipal corporation, who executed the foregoing Amendment on behalf of the said municipal corporation. He/she is personally known to me or has produced _____ as identification.

(Signature of person taking acknowledgment)

(Name typed, printed or stamped)

My Commission expires: _____

My Commission Number: _____

**FIRST AMENDMENT TO
PIER RESTAURANT LEASE AGREEMENT**

TENANT

WITNESSED

202 DFB, LLC

Corporate Secretary

By: _____

Print Name: _____

Title: _____

STATE OF FLORIDA)

)

COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of May, 2025 by _____, the _____ of 202 DFB, LLC, a Florida Limited Liability Company, who executed the foregoing Amendment on behalf of the said limited liability company. He/She is personally known to me or has produced _____ as identification.

(Signature of person taking acknowledgment)

(Name typed, printed or stamped)

My Commission expires: _____

My Commission Number: _____

**EXHIBIT “E-1”
ARTICLES OF INCORPORATION OF TENANT**

DRAFT

L23000157246

1/29

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP ☐ WAIT ☐ MAIL

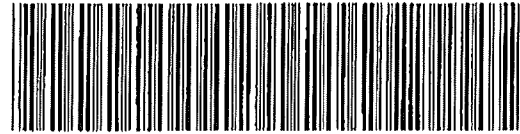
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



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2024 JAN 29 PM 6:05
CLERK OF STATE
TALLAHASSEE, FL

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: Deerfield Beach Cafe LLC

Name of Limited Liability Company

The enclosed Articles of Amendment and fees(s) are submitted for filing.

Please return all correspondence concerning this matter to the following:

Danielle Russe

Name of Person

Firm/Company

234 north Ocean Blvd

Address

Deerfield Beach, FL 33441

City/State and Zip Code

Danielle@oceans234.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Danielle Russe

954 536-5712

at ()

Name of Person

Area Code

Daytime Telephone Number

Enclosed is a check for the following amount:

☐ \$25.00 Filing Fee

☒ \$30.00 Filing Fee &
Certificate of Status

☐ \$55.00 Filing Fee &
Certified Copy
(additional copy is enclosed)

☐ \$60.00 Filing Fee,
Certificate of Status &
Certified Copy
(additional copy is enclosed)

Mailing Address:

Registration Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Street Address:

Registration Section
Division of Corporations
The Centre of Tallahassee
2415 N. Monroe Street, Suite 810
Tallahassee, FL 32303

**ARTICLES OF AMENDMENT
TO
ARTICLES OF ORGANIZATION
OF**

Deerfield Beach Cafe LLC

(Name of the Limited Liability Company as it now appears on our records.)
(A Florida Limited Liability Company)

The Articles of Organization for this Limited Liability Company were filed on April 5, 2023 and assigned
Florida document number 123000157246.

This amendment is submitted to amend the following:

A. If amending name, enter the new name of the limited liability company here:

202 DEB LLC

The new name must be distinguishable and contain the words "Limited Liability Company," the designation "LLC" or the abbreviation "L.L.C."

Enter new principal offices address, if applicable:

(Principal office address MUST BE A STREET ADDRESS)

Enter new mailing address, if applicable:

(Mailing address MAY BE A POST OFFICE BOX)

B. If amending the registered agent and/or registered office address on our records, enter the name of the new registered agent and/or the new registered office address here:

Name of New Registered Agent:

New Registered Office Address:

Enter Florida street address

Florida

City

Zip Code

New Registered Agent's Signature, if changing Registered Agent:

I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 605, F.S. Or, if this document is being filed to merely reflect a change in the registered office address, I hereby confirm that the limited liability company has been notified in writing of this change.

If Changing Registered Agent, Signature of New Registered Agent

If amending Authorized Person(s) authorized to manage, enter the title, name, and address of each person being added or removed from our records:

MGR = Manager

AMBR = Authorized Member

<u>Title</u>	<u>Name</u>	<u>Address</u>	<u>Type of Action</u>
_____	_____	_____	☐ Add
		_____	☐ Remove
		_____	☐ Change
_____	_____	_____	☐ Add
		_____	☐ Remove
		_____	☐ Change
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		_____	☐ Remove
		_____	☐ Change
_____	_____	_____	☐ Add
		_____	☐ Remove
		_____	☐ Change
_____	_____	_____	☐ Add
		_____	☐ Remove
		_____	☐ Change
_____	_____	_____	☐ Add
		_____	☐ Remove
		_____	☐ Change

D. If amending any other information, enter change(s) here: (Attach additional sheets, if necessary.)

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

E. Effective date, if other than the date of filing: _____ (optional)

(If an effective date is listed, the date must be specific and cannot be prior to date of filing or more than 90 days after filing.) Pursuant to 605.0207 (3)(b)

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

If the record specifies a delayed effective date, but not an effective time, at 12:01 a.m. on the earlier of: (b) The 90th day after the record is filed.

Dated 1/23/2023



Signature of a member or authorized representative of a member

Danielle Rosse

Typed or printed name of signee

Filing Fee: \$25.00

123000157246

Division of Corporations

Florida Department of State
Division of Corporations
Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

(((H230001284163)))



H230001284163ABC.

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

To:

Division of Corporations
Fax Number : (850)617-6381

From:

Account Name : CORPORATE CREATIONS INTERNATIONAL INC.
Account Number : 110432003053
Phone : (561)694-8107
Fax Number : (561)214-8442

****Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.****

Email Address: _____

FLORIDA LIMITED LIABILITY CO.

Deerfield Beach Cafe, LLC

Certificate of Status	1
Certified Copy	0
Page Count	04
Estimated Charge	\$130.00

SECRETARY OF STATE
TALLAHASSEE, FL

2023 APR -5 AM 2:36

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Electronic Filing Menu

Corporate Filing Menu

Help

H23000128416

ARTICLES OF ORGANIZATION

Article I. Name

The name of this Florida limited liability company is:
Deerfield Beach Cafe, LLC

Article II. Address

The street address of the Company's initial principal office is:
Deerfield Beach Cafe, LLC
1080 SW 17th Street
Boca Raton FL 33486

The mailing address of the Company's initial principal office is:
Deerfield Beach Cafe, LLC
1080 SW 17th Street
Boca Raton FL 33486

Article III. Registered Agent

The name and street address of the Company's registered agent is:
Associated Corporate Services, LLC
6111 Broken Sound Parkway NW, Suite 200
Boca Raton FL 33487

Article IV. Transferability of Membership Interests

No members shall have the right to assign their membership interests in the Company without the written agreement of all of the membership interests, unless otherwise provided in the Company's Operating Agreement. If the assignment is not approved by all of the membership interests, the assignee shall have no right to become a member, to participate in the management of the Company, or to exercise any other rights or powers of a member. The assignee shall merely be entitled to receive the share of profits and other distributions and the allocation of income, gain, loss deduction, credit or similar item to which the assignor was entitled, to the extent assigned.

Computershare Governance Services Inc.
d/b/a Corporate Creations International
801 US Highway 1
North Palm Beach FL 33408
(561) 694-8107

FILED
2023 APR -5 AM 2:36
SECRETARY OF STATE
TALLAHASSEE, FL

H23000128416

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H23000128416

Article V. Distribution of Profits

Unless otherwise provided in the Company's Operating Agreement, there shall not be any distribution of profits unless each separate distribution is approved by the affirmative vote of members who own more than 50% of the voting interest in the Company. The voting members shall have complete discretion on when and if to approve any distribution of profits.

Article VI. Management

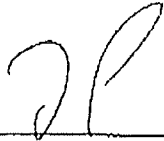
This will be a manager-managed company. The name and address of each manager is:

The Danielle Rosse Revocable Trust
1080 SW 17th Street
Boca Raton FL 33486

Article VII. Company Existence

The Company's existence shall begin effective as of April 5, 2023.

The undersigned authorized representative of a member executed these Articles of Organization on 4/5/2023.



COMPUTERSHARE GOVERNANCE SERVICES INC.
D/B/A CORPORATE CREATIONS INTERNATIONAL

By: John Perez, Attorney-in-Fact

Computershare Governance Services Inc.
d/b/a Corporate Creations International
801 US Highway 1
North Palm Beach FL 33408
(561) 694-8107

H23000128416

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STATEMENT OF REGISTERED AGENT

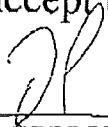
LIMITED LIABILITY COMPANY:

Deerfield Beach Cafe, LLC

REGISTERED AGENT/OFFICE:

Associated Corporate Services, LLC
6111 Broken Sound Parkway NW, Suite 200
Boca Raton FL 33487

I agree to act as registered agent to accept service of process for the company named above at the place designated in this Statement. I agree to comply with the provisions of all statutes relating to the proper and complete performance of the registered agent duties. I am familiar with and accept the obligations of the registered agent position.



ASSOCIATED CORPORATE SERVICES, LLC

By: John Perez, Attorney-in-Fact

Date: April 5, 2023.

Computershare Governance Services Inc.
d/b/a Corporate Creations International
801 US Highway 1
North Palm Beach FL 33408
(561) 694-8107

ASSIGNMENT OF CLAIMS

THIS ASSIGNMENT OF CLAIMS (this “Assignment”) is made by and between 202 DFB, LLC (f/k/a/ Deerfield Beach Café, LLC) (“Assignor”) whose address is 1080 SW 17th Street, Boca Raton, FL 33486, and the CITY OF DEERFIELD BEACH, a Florida Municipal Corporation, whose address is 150 N.E. 2nd Avenue, Deerfield Beach, Florida 33441 (“Assignee”). Assignor and Assignees are hereinafter collectively referred to as (the “Parties”).

RECITALS:

A. Assignor is the Plaintiff in the lawsuit captioned *202 DFB LLC v. Class Act Restaurant Group, LLC*, Case No. 24003491, pending in the Circuit Court of the 17th Judicial Circuit in and for Broward County, Florida (the “Lawsuit”).

B. Assignee is the City of Deerfield Beach, a Florida Municipal Corporation.

C. Assignor hereby desires to grant, assign, and transfer to Assignee all of Assignor’s rights and interests to any claims against Class Act Restaurant Group, LLC (the “Defendant”) arising out of the facts alleged in the Lawsuit, including without limitation, any claims for the recovery of attorneys’ fees and costs (collectively, the “Claims”).

NOW, THEREFORE, in consideration of the payment by Assignee to Assignor of the sum of Ten Dollars (\$10.00) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each Party hereto, the Parties hereto hereby agree as follows:

1. **Recitals.** The above Recitals are true and correct and form a part of this Assignment as if set forth herein.

2. **No Prior Assignments.** Assignor hereby covenants to Assignee that Assignor has not previously assigned, conveyed, or transferred any of Assignor’s right, title and interest in and to the Claims to any other party.

3. **Assignment by Assignor.** Subject to the terms of this Assignment and to the extent necessary for Assignee to prosecute the Lawsuit in the name of the Assignee, Assignor hereby conveys, transfers, and assigns unto Assignee all of Assignor’s right, title, and interest in and to the Claims, together with all the rights and benefits thereunder. Assignee hereby accepts, receives, and owns, all right, title and interest in and to the Claims, including all remedies, causes of action, debts, sums of money, contracts controversies, obligations, losses, expenses, judgments, executions, demands, damages, and attorneys’ fees, experts’ fees and costs that exist or may exist by virtue of the Claims.

4. **Notification of the Court.** The Court before which the Lawsuit is pending has closed the case for statistical purposes based on the fact that the Defendant filed for bankruptcy. If and to the extent requested by the Assignee, the Assignor shall: (a) petition the Court to reopen the

case; and/or (b) join in a motion to substitute Assignee for Assignor in the Lawsuit based on this Assignment.

5. **Warranties and Representations.** Except for Assignor's express warranty in paragraph 2 of this Assignment, Assignor makes no other representations and warranties to Assignee of any kind, either express or implied, including any warranties of validity, enforceability, or success in the Lawsuit.

6. **Governing Law and Selection of Forum.** This Assignment shall be governed by and construed in accordance with the laws of the State of Florida, and exclusive venue for any litigation arising hereunder shall be the State of Florida courts located in Broward County, Florida.

7. **Indemnification.** The Assignee hereby fully and forever and irrevocably releases and, to the fullest extent permitted by law, agrees to defend, indemnify and hold harmless the Assignor, against any and all fees, costs and charges, losses, damages, claims, counterclaims, actions, liabilities and expenses of any conceivable nature, kind or character (including, without limitation, fees and expenses of attorneys, accountants, consultants and other experts, litigation and court costs, amounts paid in settlement and amounts paid to discharge judgments) to which the Assignor, becomes subject to, arising out of or based upon this Assignment. Nothing in this Assignment shall be deemed or treated as a waiver by the Assignee of any immunity to which it is entitled by law, including but not limited to the Assignee's sovereign immunity as set forth in Section 768.28, Florida Statutes.

8. **Attorneys' Fees.** If any action or proceeding to enforce this Assignment or any provision hereof, the prevailing party shall be entitled to recover from the non-prevailing party its reasonable attorney's fees and costs and expenses of suit at trial and all appellate levels.

9. **Counterparts.** This Assignment may be executed in any number of counterparts (whether facsimile, as attachments to electronic mail messages in portable document format (PDF) or original), each of which shall be deemed to be an original instrument, but all such counterparts together shall constitute one and the same instrument.

ASSIGNOR:

202 DFB LLC

By: Danielle Rosse, As Manager

_____, 2025

ASSIGNEE:

CITY OF DEERFIELD BEACH

By: Rodney Brimlow, City Manager

_____, 2025

ORDINANCE NO. 2023/007

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE LEASE AGREEMENT BETWEEN THE CITY OF DEERFIELD BEACH AND DEERFIELD BEACH CAFÉ, LLC FOR THE LEASE OF THE CITY'S PIER RESTAURANT FOR A TWENTY YEAR TERM, WITH TWO, FIVE YEAR RENEWAL OPTIONS; PROVIDING FOR EXECUTION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE

WHEREAS, on August 1, 2023, the City Commission passed and adopted Resolution No. 2023/136 awarding Invitation to Bid No. 23-02-PC (the "ITN") for the lease of the City's Pier Restaurant to Deerfield Beach Café, LLC; and

WHEREAS, the City and Deerfield Beach Café, LLC have negotiated the Lease Agreement, attached as Exhibit "A", which provides for an initial Lease term of twenty years, with the mutual option to renew for two additional five year periods; and

WHEREAS, under the terms of the Lease Agreement, the City receives rent revenue based upon a minimum annual base rent amount of \$210,000.00 commencing in Year 1, with a 2% annual increase thereafter, and the potential for additional rent based on a revenue share of 5% of gross sales with the base rent amount serving as the natural breakpoint; and

WHEREAS, Article III, Section 3.16(4)(f) of the City Charter requires the City Commission to approve leases of any lands of the City for a period in excess of five years to be authorized by Ordinance.

NOW, THEREFORE, BE IT ORDAINED 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 Lease Agreement with Deerfield Beach Café, LLC, attached as Exhibit "A," is hereby approved.

Section 3. The Mayor and City Manager are authorized to execute the Lease Agreement with Deerfield Beach Café, LLC, attached as Exhibit "A", together with such non-substantial changes as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

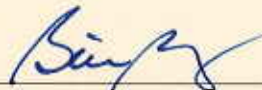
Section 4. If any word, phrase, clause, sentence, or section of this Ordinance is for any reason held unconstitutional or invalid, the invalidity thereof shall not affect the validity of any remaining portions of this Ordinance.

Section 5. All ordinances and parts of ordinances, and all resolutions and parts of resolutions, in conflict with this Ordinance are repealed but only to the extent of such conflict.

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

PASSED AND ADOPTED THIS 22ND DAY OF AUGUST, 2023.

CITY OF DEERFIELD BEACH



BILL GANZ, MAYOR

ATTEST:



HEATHER MONTEMAJOR, CITY CLERK

EXHIBIT A

PIER RESTAURANT LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Agreement" or "Lease") is made and entered into as of this 22nd day of August, 2023, by and between the **CITY OF DEERFIELD BEACH**, a Florida Municipal Corporation ("Landlord"), whose address is 150 N.E. 2nd Avenue, Deerfield Beach, Florida 33441, and **DEERFIELD BEACH CAFE, LLC**, a Florida Limited Liability Company, whose address is 1080 SW 17th Street, Boca Raton, FL 33486 ("Tenant").

RECITALS:

WHEREAS, on August 1, 2023, the City Commission passed and adopted Resolution No. 2023/136 awarding Invitation to Negotiate #23-02-PC for the Lease of the City of Deerfield Beach Pier Restaurant to Tenant; and

WHEREAS, on August 22, 2023, in accordance with Section 3.16(4)(f) of the City's Charter, the City Commission passed and adopted Ordinance No. 2023/007 approving the execution of this Lease Agreement; and

WHEREAS, the parties wish to enter into this Agreement for the lease of the City Pier Restaurant located at 202 NE 21st Avenue, Deerfield Beach, Florida, consisting of approximately 4,283 square feet, inclusive of the second floor observation deck, and further described in Section 1.4 and the attached Exhibit "A", for the purpose of Tenant operating the Premises as a restaurant; and

WHEREAS, Landlord is willing to lease the Premises to Tenant upon the terms, covenants and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the premises and the sum of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree that the terms and conditions of this Agreement are as follows:

1. DEFINITIONS.

Unless the context otherwise specifies or requires, the following capitalized terms shall have the meanings herein specified.

1.1. "Audited Financial Statement" means a Financial Statement certified by an independent certified public accounting firm to have been prepared in accordance with Generally Accepted Accounting Principles and Generally Accepted Auditing Standards as promulgated by the American Institute of Certified Public Accountants.

1.2. "Base Rent" shall mean the fixed annual basic rent payable by Tenant to Landlord for the Premises during each Rental Year of the Term, as more specifically set forth in Section 4 and Exhibit "C" attached hereto and incorporated herein by reference.

1

1.3. "Building" means the entire building located at the entrance to the Pier, and located at 202 NE 21st Avenue in which the administrative offices and Premises and Restaurant are located.

1.4. "Premises" shall mean the restaurant space consisting of approximately 4,283 square feet, located at the Deerfield Beach Fishing Pier, 202 NE 21st Avenue, Deerfield Beach, FL 33441, and including approximately 1,738 square feet of interior space, a 1,311 square foot second story observation deck, 494 square feet of second floor restroom and storage space, and a 740 square foot outdoor seating area, and all other improvements on or appurtenances to the Premises, which Premises are depicted and legally described in Exhibit "A" attached hereto and incorporated herein by reference.

1.5. "Pier Restaurant Operating Account" shall mean one or more accounts in a federally insured banking institution located in the State of Florida, in the name of the Tenant in a bank selected by the Tenant, into which Tenant shall deposit all Gross Revenues of the Pier Restaurant Operations.

1.6. "Pier Restaurant Operations" shall mean and include (i) the restaurant to be operated on the Premises; (ii) the operation of food and beverage service at the Observation Deck and any and all future temporary or permanent concessions established and approved by Landlord within the Premises; and (iii) catering services for on-site events and parties within Premises or at the Observation Deck, except as specifically excluded in this Agreement and subject to the restrictions and limitations set forth in Section 7 of this Agreement, and all activities in support or a part of all such operations.

1.7. "Effective Date" is the date that this Agreement is executed by Tenant and Landlord. This date is different from the Lease Commencement Date and Possession Date.

1.8. "Expense(s) of Operation" shall mean the amount of all expenses (whether ordinary, extraordinary or capital) incurred or paid by Tenant for leasing, using, operating, improving, rehabilitating and/or repairing the Premises, performing the Pier Restaurant Operations, and performing all other obligations undertaken hereunder, including without limitation, any and all ad valorem taxes, intangible taxes, taxes payable on the fees payable hereunder or on the leasehold interest created hereby, insurance as required by the terms of this Agreement, utility charges and fees, and any other taxes, fees or charges payable as a result of this Agreement or Tenant's performance hereunder.

1.9. "Furniture, Fixtures and Equipment" ("FF&E") shall consist of all furniture, fixtures and equipment to be placed on or located on the Premises, including, but not limited to, carpeting, wall covers, decorative lighting, electric or electronic equipment, kitchen equipment, seating, interior and exterior features, artifacts and artwork, interior and exterior graphics, office furniture, all fixtures and specialized equipment, telephone

and alarm systems, cleaning and engineering equipment, tools, and all other similar items to be placed and hereafter located in the Premises, and all other items which are required for the operation of the restaurant at the Premises and the Pier Restaurant Operations in accordance with the provisions of this Agreement, together with all replacements, modifications, alterations and additions thereto.

1.10. "Gross Revenues" shall consist of all revenue, proceeds of sales for cash or credit (including check, charge, exchange or otherwise), all goods, services and merchandise sold, leased, licensed or delivered, all other receipts by sale, barter or otherwise of all business conducted in and from the Premises, and the Pier Restaurant Operations, income or receipts of any nature or kind, all deposits not refunded to purchasers or patrons, all sales to employees and agents of Tenant, all orders taken on or from the Premises, and in connection with the Pier Restaurant Operations (although said orders may be received by telephone, mail, electronic mail or filled otherwise), or procured from the Premises, and all uncollected or uncollectible credit amounts, determined on an accrual basis in accordance with generally accepted accounting principles consistently applied, whether cash or credit, derived directly or indirectly from the Restaurant, the Pier Restaurant Operations (including all concessions operated at the Premises and catered events) or any operation or source over which Tenant has any direct or indirect responsibility under this Agreement. The following amounts shall be expressly excluded from Gross Revenues: (1) any sums collected and paid out for any sales or direct excise tax imposed by any duly constituted governmental authority, (2) the exchange of inventory between other stores of Tenant, its subsidiaries, affiliates and parent company, if any, where such exchanges are made solely for the convenient operation of Tenant's business and not for the purpose of consummating a sale which has theretofore been made in or from the Premises and/or for the purpose of depriving Landlord of the benefit of a sale which otherwise would be made in or from the Premises, (3) sums and credits received from shippers or manufacturers in settlement of claims for loss or damage to merchandise, (4) refunds to customers, (5) sales of Tenant's fixtures (other than fixtures which constitute inventory of Tenant's business in the Premises), (6) the amount of any tips collected by or for employees or any discount on sales to employees of Tenant, (7) the proceeds of any sale of (X) all or substantially all of Tenant's assets at the Premises, or (Y) shares of Tenant's corporate stock; (8) fees paid to companies providing credit card services; (9) shipping charges, (10) actual bad debts, (11) meals served to employees while on the job for which no charge is made or receipts is collected, (12) insurance or condemnation proceeds, (13) the value of merchandise returned to the manufacturer, wholesaler, vendor or shipper or transferred from the Premises, (14) sponsorships (not for profit), refunds, rebates or advertising allowances provided to Tenant by manufacturers, wholesalers, vendors or shippers, (15) the value of promotional items that are distributed to Tenant's customers without charge, (16) amounts received as a result of litigation (including settlements thereof), except with respect to lost revenue/profit, (17) commercially reasonable franchise fees, royalty fees and other consideration received by Tenant in connection with any franchise of Tenant's business at the premises (except for other consideration generated at the Premises), and (18) licensing fees received by Tenant in connection with its trade name.

1.11. "Lease Commencement Date" is the date which is the earlier of (i) six (6) months after the Possession Date (May 1, 2024), or (ii) the date of issuance of the applicable Certificate of Completion and/or Certificate of Occupancy for the Premises. Should said date be other than the first day of a calendar month, then the Lease Commencement Date shall be on the first day of a calendar month following such date.

1.12. "Operating Supplies" shall mean all inventories of merchandise held for sale, and all stocks of supplies necessary for the Pier Restaurant Operations including, without limitation, all repair and maintenance supplies, food, beverages, food services items, fuel and miscellaneous expendables.

1.13. "Percentage Rent" shall mean rent payable by Tenant to Landlord, in addition to Base Rent, but only to the extent that the calculation exceeds Base Rent, in an amount equal to five percent (5%) of Gross Revenues, commencing on the second Rental Year of the Term and continuing throughout the Term of this Agreement, as set forth in Section 4 and Exhibit "C" attached hereto.

1.14. "Pier" shall mean the City of Deerfield Beach Municipal Fishing Pier located at 202 N.E. 21 Avenue, Deerfield Beach.

1.15. "Possession Date" is November 1, 2023, which is the date when physical possession and control of the Premises is delivered by Landlord to Tenant in the manner set forth in Section 5 hereof.

1.16. "Rent" shall mean Base Rent and Percentage Rent as respectively defined in this Agreement and more specifically set forth in Section 4 and Exhibit "C" attached hereto and incorporated herein by reference, together with Additional Rent and any other amounts payable by Tenant to Landlord under this Agreement and as may be mutually agreed to by the parties hereafter in written form as an amendment to this Agreement.

1.17. "Rental Year" means a year consisting of twelve (12) consecutive calendar months. The first Rental Year during the Term of this Agreement shall commence on the Lease Commencement Date and end on a date which is twelve (12) consecutive calendar months thereafter. The first Rental Year of the Term shall include twelve (12) full calendar months plus the partial month, if any, should the date of the twelve months (12) after the Possession Date or the issuance of the Certificate of Completion and/or Certificate of Occupancy fall on any other day which is not the first day of a calendar month. Each subsequent Rental Year shall mean a period of twelve (12) full calendar months commencing with the date following the last day of the first Rental Year, and commencing with each subsequent annual anniversary of such day. The last Rental Year of the Term shall be the period which commences on the day immediately following the last day of the preceding Rental Year and terminates on the last day of the Term.

1.18. "City" shall mean the City of Deerfield Beach, in its municipal capacity as opposed to as Landlord.

2. GRANT OF LEASE OF PREMISES; USE AND OPERATION OF PREMISES.

2.1. Lease of Premises. Landlord hereby leases the Premises to Tenant, and Tenant hereby leases the Premises from Landlord, upon the terms, covenants and conditions set forth in this Agreement.

2.2. Use and Operation of Premises. Tenant shall have the right to use and operate the Premises, including the Observation Deck, solely for a restaurant and Pier Restaurant Operations, or programming, in compliance with the terms and conditions of this Agreement. The Tenant shall have the right to use the Observation Deck, subject to the terms and conditions of this Agreement, and as more specifically set forth in Paragraph 7 of this Agreement. Tenant shall ensure that the Observation Deck remains accessible to the public commencing at 8:00 am daily and during all times of Tenant's restaurant operations on the Observation Deck (including the public's access to the eastern portion of the Observation Deck), except to the extent that a member of the public is disturbing the Tenant's operations on the Observation Deck, creating a public nuisance, or otherwise violating any applicable laws.

3. TERM.

3.1. Initial Term. This Agreement shall be for a term (the "Term") of twenty (20) years commencing on the Lease Commencement Date and ending on the last day of the twentieth (20th) Rental Year following the Lease Commencement Date, unless sooner terminated as provided herein or extended as provided herein. All references hereinafter to Term shall, unless the content indicates the contrary, include any Renewal Term(s), if in effect in accordance with the terms of this Agreement.

3.2. Renewal Term(s). Provided that: (i) Tenant remains in occupancy of the Premises and continues to conduct and operate the Restaurant thereon and the Pier Restaurant Operations in accordance with this Agreement, and (ii) no uncured event of a material default by Tenant exists or has occurred under the Agreement during the last two (2) Rental Years of the initial Term, the Term of this Agreement may be renewed and extended for up to two (2) additional five (5) year terms, subject to the mutual agreement of the parties to renew, and of all terms and conditions of this Agreement in the manner set forth in this Section (except for potential Lease payment increases for the Landlord). In the event that Tenant wishes to renew and extend the initial Term of this Lease, Tenant shall provide written notice to Landlord of its desire to extend and renew the Term (the "First Renewal Notice") at least 180 days, but not more than 365 days prior to the expiration of the Term. Upon Tenant providing Landlord with the First Renewal Notice, the Landlord may elect to consider and/or negotiate with Tenant for renewal of the Term subject to the mutual agreement of the terms and conditions for the First Renewal Term. In the event that the parties mutually agree on the renewal of the Term, and the terms and conditions of such five (5) year renewal, the parties shall enter into an Addendum to this Agreement, as appropriate, setting forth the terms and conditions for renewal of the Term (the "First Renewal Term").

In the event that the parties agree to the First Renewal Term, the Tenant may wish to further renew the Term of this Agreement for a second five (5) year renewal term, and shall provide written notice to Landlord of its desire to renew the Term (the "Second Renewal Notice") at least 180 days, but not more than 365 days prior to the expiration of the First Renewal Term. Upon Tenant providing Landlord with the Second Renewal Notice, the Landlord may elect to consider and/or negotiate with Tenant for a second renewal of the Term subject to the mutual agreement of the terms and conditions of the Second Renewal Term. In the event that the parties mutually agree on the second renewal of the Term, and the terms and conditions of such second five (5) year renewal (the "Second Renewal Term"), the parties shall enter into an Addendum to this Agreement, as appropriate, setting forth the terms and conditions of the Second Renewal Term.

Notwithstanding anything contained herein to the contrary, nothing herein shall be construed to grant Tenant the right or option to renew or extend the initial Term of this Agreement without the City's mutual consent and agreement.

3.3. Extension. In the event that the Pier Restaurant Operations are scheduled to end due to the expiration of this Agreement, the Tenant shall continue the Pier Restaurant Operations in accordance with this Agreement upon written request of the City Manager or designee. The extension period shall not extend for more than 180 days beyond the expiration date of the existing Lease Agreement. The Landlord shall be compensated during the extension period at the base rent and percentage rent rates in effect when this extension is invoked by the City.

4. BASE RENT, PERCENTAGE RENT AND ADDITIONAL RENT; PAYMENT OF EXPENSES OF OPERATION.

4.1. Payment of Rent. Tenant shall pay the Landlord the Base Rent and Percentage Rent in the amounts and at the times set forth in Exhibit "C" attached hereto, which payments shall be payable and delivered to the City of Deerfield Beach, Finance Department, at 150 N.E. 2nd Avenue, Deerfield Beach, Florida 33441 or such other place as the Landlord shall designate from time to time in a notice given pursuant to the provisions of this Agreement. All payments due to the Landlord pursuant to this Agreement shall be absolutely net to the Landlord, free from any abatement, offset, set-off, defense, expense, charge, or other deduction whatsoever, and shall be paid without notice.

4.1.1 Late Payments – Interest. Landlord shall be entitled to collect interest at the rate of 18% from the date any sum is due to Landlord until the date paid on any amounts that are not paid within ten (10) days of their due date under this Agreement. The right of Landlord to require payment of such interest and the obligation of Tenant to pay same shall be deemed to be Additional Rent and shall not be in lieu of the right of Landlord to enforce other provisions in this Agreement and to pursue other remedies provided by law.

4.2. Base Rent. Base Rent shall commence on the Lease Commencement Date. Tenant's failure to occupy the Premises or Tenant's failure to complete any of the Tenant Improvements in a timely manner shall not delay the payment of Base Rent. All provisions of this Agreement shall be in full force and effect upon the Effective Date, notwithstanding the fact that prior to the payment of Base Rent, Tenant shall first perform and complete the Tenant Improvements. During the Term, Tenant will pay as the minimum Base Rent for the Premises the sums for each Rental Year of the Term and Renewal Terms as set forth in the Rent Schedule attached hereto as Exhibit "C", with Base Rent being payable without notice, demand, set-off or deduction, in advance, on or before the first (1st) day of each calendar month, beginning on the Lease Commencement Date, in equal monthly installments, plus all applicable sales and use taxes as are presently payable or hereinafter imposed. Base Rent for the first month of the Term shall include the amount due for the fractional portion of the month should the date that is the earlier of twelve (12) months after the Possession Date or the date of issuance of the applicable Certificate of Completion and/or Certificate of Occupancy for the Premises fall on any day of the calendar month which is not the first day of the month, through the first day of the Lease Commencement Date.

4.3 Percentage Rent. Commencing in the second Rental Year, in addition to the Base Rent and other charges for each and every Rental Year as set forth in this Agreement, and continuing throughout the Term, Tenant shall pay Landlord the Percentage Rent, if due in accordance with this Section 4.3, without previous demand therefore and without any abatement, offset, setoff, defense, expense, charge, or other deductions whatsoever, on or before the fifteenth (15th) day of the month immediately following the first quarter of such Rental Year and thereafter on the fifteenth (15th) day of

each succeeding quarter during the remainder of such Rental Year on all Gross Revenues. Within fifteen (15) days after the end of each quarter in the Term, Tenant will deliver to Landlord a statement signed by a responsible corporate officer of Tenant accurately setting forth the amount of Gross Revenues made during each quarter, itemized in reasonable detail (the "Quarterly Gross Revenues Statement") and will contemporaneously therewith pay any Percentage Rent equal to five percent (5%) ("Percentage Rent Rate") of such Gross Revenues, but only to the extent that such calculations exceed Base Rent (by way of example, if the Gross Revenues equal \$5,000,000 the 5% calculation results in a figure of \$250,000.00 for the second Rental Year, and the Base Rent is equal to \$214,200.00, only the additional \$35,800.00 would be due for that Rental Year). Within sixty (60) days after the end of each Rental Year in the Term and Renewal Term, Tenant will furnish to Landlord a statement signed and sworn to by the same party who is to sign the quarterly statement of Gross Revenues according to the foregoing provisions hereof, accurately showing Gross Revenues for the preceding Rental Year itemized in reasonable detail (the "Yearly Gross Revenues Statement") and will contemporaneously therewith pay any additional Percentage Rent due for such Rental Year and provide Landlord with certified gross sales reports consistent with the form required by the State for the reporting of sales tax, and deliver to Landlord true and complete copies of all monthly sales tax reports filed by Tenant with the State. Computation of Percentage Rent shall be made separately and independently for each Rental Year of the Term, without regard to the Gross Revenues made during or Base Rent paid for any other Rental Year.

4.3.1. Records and Reports. For the purpose of ascertaining the amount payable as Percentage Rent, Tenant agrees to prepare, keep and maintain complete, accurate, and adequate books of account and supporting records, which shall show daily sales made by Tenant and daily bank deposit records, and to install and maintain a system of sales records by which will be recorded daily all sales and other transactions had by Tenant in connection with the Pier Restaurant Operations, and Tenant shall keep the same on file for a period of not less than five (5) years (unless Applicable Law requires a greater time period), including at least three years after the expiration or earlier termination of this Agreement. If any audit shall be commenced by Landlord or if there shall arise a difference or dispute concerning Gross Revenues, then Tenant's books and records (including all supporting data and any other records from which Gross Revenues may be tested or determined) shall be preserved or retained by Tenant until a final determination of such dispute or difference or litigation, including through all appeals, and if no appeal is filed, until the expiration of the period of time in which an appeal may be filed.

4.3.2. Sale System; Sales Evidence. Tenant agrees to install and use as installed, a cash register or other point-of-sale system, said system to have locked-in cumulative capacity and memory and otherwise to be in accordance with generally accepted accounting practices and standards. Tenant also agrees to: (i) give to each patron or customer a cash register itemized receipt and a copy of sales slip having cash register or other certification thereon, and will retain the cash register tapes or other evidence for a period of not less than five years (5) years, (unless Applicable Law requires

a greater time period), including at least three years after the expiration or earlier termination of this Agreement; or (ii) maintain a reasonable equivalent record keeping system to provide Landlord with the records necessary to conduct an audit.

4.3.3. Monthly Sales Tax Reports and Gross Revenue Statements. Tenant further agrees to deliver to Landlord, concurrently with the Quarterly Gross Revenues Statements, specified hereinabove, a copy of Tenant's monthly sales tax reports for such quarter. Tenant further agrees to furnish Landlord within sixty (60) days following the expiration of each Rental Year, a statement signed by a responsible corporate officer of Tenant, certifying the Gross Revenues for the Rental Year then ended. Only if in any given Rental Year, Tenant shall have received a statement by an independent Certified Public Accountant, certifying the Gross Revenues for the Rental Year then ended, Tenant shall forward a copy of said statement to Landlord, without demand.

4.3.4. Electronic Transmittal of Gross Revenues Reports. Landlord agrees that should Landlord develop during the Term or Renewal Terms adequate computer capability, it will not unreasonably refuse to allow Tenant to transmit its Gross Revenues reports electronically, and to maintain its books and records in computerized form, provided that: (i) sales reports are transmitted by internet transmission to Landlord's data center, in a manner compatible with Landlord's computer system and approved in writing by Landlord, (ii) print copies of such Gross Revenues reports are furnished to Landlord within thirty (30) days after request (which request may be made at any time within one year after the electronic sales reports are furnished by Tenant to Landlord); (iii) Tenant's computerized books and records provide the same level of information as the print books and records described above, are retained for the full three (3) year record retention period provided for herein, and are made accessible for Landlord's inspection on request, and (iv) print copies of any of such books and records are made available to Landlord's representatives who are engaged in inspecting Tenant's books and records, as provided herein, promptly upon request. Nothing herein contained shall obligate Landlord to develop, install, or maintain said electronic computer capabilities.

4.3.5. Access to Books and Records; Audit. Tenant further grants unto Landlord and Landlord's designees upon at least 48 hours prior written notice, the right during all regular business hours to have access to all books, accounts, records and reports, including true copies of state sales tax reports that shall be kept by Tenant showing daily Gross Revenues, and shall permit Landlord to make an audit thereof (but not more than once per year in any Rental Year, and to make copies as Landlord or its designees may require) by a Certified Public Accountant and/or Landlord's designees, and shall freely lend Tenant's assistance in the making of any inspection, examination or audit. Should such audit by the Landlord disclose a variance of understated Gross Revenues by: (i) three (3%) percent or more for any period of this Agreement, the Tenant agrees to pay the reasonable costs of such an audit, and (ii) by five (5%) percent or more or any other fraudulent or grossly inaccurate reporting for any Rental Year (in addition to Landlord's aforesaid remedy), the same shall constitute an Event of Default, and in any event, Tenant shall immediately pay any such deficiency to Landlord. If Tenant's Gross Revenues are required to be reported on any Federal, State or local sales tax return and

Gross Revenues as so reported on said returns shall exceed the Gross Revenues as reported by Tenant, after taking into account any deductions from Gross Revenues permitted under this Agreement, then the Gross Revenues shall be taken at the highest figure so reported. If any governmental authority shall increase the Gross Revenues reported by Tenant to Landlord on any such tax return, after audit, for any Rental Year for which such Gross Revenues have been reported, then Tenant shall notify Landlord promptly of such increase, supply to Landlord a true copy of such audit and pay any additional Percentage Rent due at that time. Tenant agrees to pay Landlord, as Additional Rent, the additional sum within ten (10) days after submission by Landlord to Tenant of a bill thereof. Tenant's obligations under this Section 4.3.5 shall survive the expiration or sooner termination of this Agreement.

4.3.6. Percentage Rent during Cessation of Operations. Should Tenant at any time during the Term hereof vacate, abandon or desert the Premises or cease the Pier Restaurant Operations, or any appreciable part thereof (except during any time when the Premises may be untenable by reason of fire, Force Majeure or other casualty, as to which other provisions of this Agreement shall control), in addition to the same constituting an Event of Default, Tenant shall pay Landlord for each month or fraction thereof (fractional months being prorated) during which said business is not so continuously conducted on the Premises or the Pier Restaurant Operations are not conducted, a sum per month, in addition to the Base Rent, as Additional Rent equal to the greater of: (i) the Percentage Rent earned hereunder for the same period during the preceding year; or (ii) the Percentage Rent on Gross Revenues and business transacted by Tenant in that part of the Premises operated by it, if any, and the portion of the Pier Restaurant Operations conducted.

4.4 Proration for Mandatory Closure. In the event of closure due to a natural disaster, such as a tropical storm or hurricane, or other act of nature beyond the reasonable control of Tenant, the Base and Percentage Rent Payment shall be prorated for the period of closure in accordance with the Base Rent per month and Percentage Rent per month provided that any closure is specifically due to the act of nature and through no fault of the Tenant.

4.5. Additional Rent. In addition to Base Rent and Percentage Rent, Tenant shall pay all Expenses of Operation and any other amounts or monetary obligations that Tenant is obligated to pay pursuant to the terms of this Agreement, commencing upon the Effective Date and such obligations shall be treated as Additional Rent.

5. RENOVATION OF PREMISES.

5.1. Tenant Improvements. Tenant shall be responsible for completion of the interior and exterior improvements, inclusive of the purchasing of furnishings to be placed in the Premises, as well as decorative treatments, that are consistent with the renovation and operation proposal and theme submitted by Tenant in response to the ITN, and Tenant shall pay all costs associated with improvements of the Premises and alteration, design, construction and installation of the improvements, including all permits and

approvals, inspection fees, fees for architects, engineers and contractors, and the cost of all labor, materials, fixtures and equipment, insurance and letter of credit securing the Tenant's Work or any portion of the Tenant Improvements (collectively, the "Tenant Improvements") and the Initial Capital Investment (hereinafter defined). The Tenant Improvements required to be performed and completed by Tenant, and the estimated cost thereof, are described in Exhibit "B" attached hereto. From and after the Effective Date and attainment of all required governmental approvals, the Tenant shall use good faith efforts, diligently pursue, and exercise due diligence to obtain all necessary permits and approvals required to perform and thereafter expeditiously prosecute to completion the Tenant Improvements, which completion shall be evidenced by the issuance of a Certificate of Completion or Certificate of Occupancy by the City.

5.2. Permitting; Compliance with Governmental Requirements. Tenant shall comply with all planning, zoning and building codes and requirements and all other applicable laws, codes, ordinances, resolutions, rules and regulations in performing and completing the Tenant Improvements, including, without limitation, the Florida Building Code and applicable Fire Codes. Tenant shall obtain and pay for all necessary building permit(s) and approvals required by any Governmental Authority with respect to the Tenant Improvements and Pier Restaurant Operations. Tenant shall be responsible for the fees and costs of all permits and approvals. Any denial of a permit or approval required for the Tenant Improvements by a Governmental Authority shall entitle the Tenant to an extension of the time frame for completion of the Tenant Improvements, provided, Tenant demonstrates to Landlord that such denial of the permit and the extension of the time needed to complete the Tenant Improvements was not occasioned by the acts or omissions of the Tenant and is beyond the reasonable control of the Tenant, and in any event not the failure of the Tenant to comply with all applicable laws, rules and regulations.

5.3. Submission of Conceptual Plan/Site Plan and Architectural Plans. Within seventy-five (75) days of the Effective Date, Tenant shall submit to the City for its review and approval a Conceptual Plan and/or Site Plan indicating the interior and exterior layout and drawings of the proposed Restaurant in the Premises for the purpose of seeking the appropriate government approvals. If additional monies are required to complete the Tenant Improvements over and above the estimated costs set forth in Exhibit "B", Tenant agrees to assume responsibility for and pay for any and all additional costs over and above the amounts set forth in Exhibit "B" to insure that the Tenant Improvements are completed in a timely and satisfactory matter. City agrees to diligently review and process Tenant's development and permit applications submitted to the City in connection with this Lease.

5.4. Security for Tenant Improvements. In order to secure the monies needed to pay for the Tenant's Work and the Tenant Improvements, and any cost overruns or additional costs, Tenant shall pay for and provide to the Landlord, prior to commencement of any Tenant Improvements, a payment and performance bond in accordance with Section 255.05, Fla. Stat., from a U.S. federally insured banking institution in form and content acceptable to the Landlord, securing and in the amount of the total Tenant

Improvements, naming the Landlord as beneficiary thereof. The payment and performance bonds shall be recorded in the public records of Broward County.

5.5. Construction and Completion of Tenant Improvements. Tenant shall diligently pursue a Building Permit for the Tenant Improvements and promptly commence the Tenant Improvements upon receipt of the applicable Building Permit(s), and shall thereafter diligently prosecute to completion all work in a good and workmanlike manner, in accordance with the approved Architectural Plans and/or Design Plans, and Site Plan, and shall install only new materials and equipment in the Premises. Tenant shall substantially complete (as evidenced by a Certificate of Completion or Certificate of Occupancy as applicable) the repair, renovation, improvements and equipping of the Premises (including installation of the Furniture, Fixtures and Equipment (FF&E) and Operating Supplies) no later than six (6) months after the Possession Date, subject to extension for delays due to denial or delay in obtaining the necessary permits to commence construction (not caused by or within the reasonable control of Tenant) Force Majeure, which extensions must be approved in writing, it being understood, however, that funding (or the lack thereof) is not a Force Majeure event. On or before the sixth month after the Possession Date, the Premises shall be fully operational and Tenant shall open the Premises and Restaurant for business. Upon completion of the Tenant Improvements, Tenant shall furnish to Landlord: (i) an affidavit by Tenant stating that Tenant Improvements have been substantially completed in accordance with this Agreement and Architectural Plans and/or Design Plans approved by Landlord, which shall include a detailed breakdown of Tenant's final and total construction costs, together with receipted invoices showing payment thereof; (ii) a final Release from Tenant's general contractor, together with an affidavit from the general contractor that all bills for labor and materials furnished to the Premises have been paid, together with receipted invoices, and which affidavit shall also state the names and addresses of all those in privity with such general contractor and it is understood that any deliberately false statement by Tenant therein shall constitute a default of this Agreement; (iii) an affidavit of the general contractor performing the Tenant Improvements, stating that all work has been substantially completed in accordance with this Agreement, that all subcontractors, sub-subcontractors, laborers and materialmen supplying labor or materials for the Tenant Improvements have been paid in full and that all liens therefore that have been or might be filed have been discharged of record or waived, and that no security interests relating thereto are outstanding; (iv) written certifications and approvals (including Certificate of Occupancy and/or Certificate of Completion, as applicable) with respect to the Tenant Improvements and Tenant's right to use and occupy the Premises as may be required for any government authority; and (v) a copy of final construction plans (sealed as-built) including any amendments, change orders, etc. to be provided to Landlord in digital and hard copy formats.

5.6. Ownership of Improvements and Tenant Improvements. All Tenant Improvements and any other improvements made by or installed by either Landlord or Tenant on the Premises, as the same are performed and incorporated into the Premises, shall become the property of the Landlord and shall be owned by the Landlord and shall remain upon and be surrendered with the Premises upon the expiration or earlier

termination of this Agreement, without payment or credit to Tenant. At the expiration or earlier termination of this Agreement, the Furniture, Fixtures and Equipment shall remain with the Premises and become the property of Landlord. The Tenant Improvements and any other improvements made by or installed by either Landlord or Tenant on the Premises, and the FF&E, shall be free and clear of all liens and encumbrances. Landlord may, however, at its option, require Tenant to remove any Tenant Improvements or other improvements and make whatever repairs are necessary to restore the Premises to the condition existing at the Possession Date, with all costs of removal, repair, and restoration to be borne by Tenant. However, Tenant may remove any hanging artwork, decorations, or furnishings, installed by Tenant that are not permanently affixed to the structure provided that they can be removed without material damage to the structure, as well as any personal equipment not affixed to the structure. In the event that Tenant fails to remove any of the equipment or personal property within fifteen (15) calendar days after expiration or earlier termination of this Agreement, Landlord shall conclude that the Tenant has abandoned such personal equipment and personal property.

5.7. Additional Improvements/Alterations. Upon completion of the Tenant Improvements, Tenant shall not make any additional improvements or alterations to the Premises (other than minor or cosmetic alterations that are interior and nonstructural in nature not to exceed \$100,000.00), without Landlord's prior written consent (except as to replacements or upgrades made by Tenant in the ordinary course of business to replace or upgrade items affected by normal wear and tear). The Landlord may withhold or delay consent at Landlord's sole discretion, for any alteration or improvement that: (i) will alter or affect any portion of the plumbing, heating, ventilating, air conditioning, mechanical, electrical, or other building systems, installations, and facilities of the Premises or structure, façade, wall, roof, or foundation of the Premises, which consists of the Building, restaurant and observation deck; (ii) will detract from the use or character of the Premises or be visible from the exterior of the Premises; (iii) will require amendment of any certificate of occupancy for the Premises; (iv) will require the consent of any insurer under any of Landlord's or Tenant's policies of insurance covering the Premises; (v) void or otherwise adversely impair any applicable roofing guaranty in effect; or (vi) violate the spirit and intent of this Agreement. All obligations relating to any renovations or Tenant Improvements performed by Tenant either at the commencement of the Term hereof, or any time thereafter, shall be the sole responsibility of, and shall be performed at the sole cost of, Tenant.

5.8. Contractor Insurance. In the event Tenant is permitted to make Improvements requiring a building permit, Tenant shall require any contractor performing work on the Premises to provide, pay for and maintain in force, during the time such work is being performed, the following insurance policies: (i) comprehensive general liability with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) annual aggregate; (ii) a minimum of One Million Dollars (\$1,000,000.00) combined single limit automotive liability; (iii) Workers' Compensation and employer's liability insurance in the amounts specified in Section V. With respect to the insurance to be obtained, Tenant shall provide to Landlord not less than thirty (30)

calendar days prior to commencement of the construction of the Improvements at the Premises, certificates of such applicable insurance evidencing the insurance coverage as specified above and expressly including Landlord (including its elected officials, officers, employees and agents) as an additional named insured as its interests may appear. If the initial insurance expires prior to the completion of the improvements, renewal certificates of insurance shall be furnished thirty (30) calendar days prior to the date of their expiration. Insurance shall not be canceled, modified, or restricted, without thirty (30) calendar days' prior written notice to Landlord, and policies must be endorsed to provide the same. Carriers shall meet the insurance ratings specified herein.

6. GUARANTY OF PAYMENT AND PERFORMANCE OF AGREEMENT; SECURITY FOR INITIAL CAPITAL INVESTMENT; IRREVOCABLE STANDBY LETTER OF CREDIT.

6.1. Guaranty of Payment and Performance. Within five (5) business days of execution of this Agreement, Tenant shall deliver to Landlord a duly executed irrevocable standby letter of credit from a U.S. federally insured banking institution acceptable to the Landlord, naming Landlord as beneficiary, and securing six (6) months of the Base Rent for the first Rental Year, and in form, content and amount acceptable to Landlord, but in no event less than the amount of \$105,000.00, securing the faithful payment and performance of Tenant's obligations under this Agreement (the "ISLC"). The ISLC shall state that the City may draw on the ISLC if the City Manager certifies that the Tenant is in material default under any provision of this Lease. Upon the one-year anniversary date of this Agreement, and provided the Tenant has not been declared in breach of this Agreement, the ISLC shall be reduced to three (3) months of the Base Rent and shall remain in effect for the duration of the Agreement/lease Term. Tenant may substitute a cash bond, in a form acceptable to the City, in lieu of the required ISLC provided that all other conditions shall apply to such cash bond and shall be documented in the acceptable of such cash bond.

6.2. Initial Capital Investment. Attached and marked as Exhibit "B" attached hereto and incorporated by reference, is Tenant's estimate of the Initial Capital Investment requirements for this Agreement and operation of the Premises and the Pier Restaurant Operations, which includes the costs of Tenant Improvements, Furniture, Fixtures and Equipment, Design Documents, Architectural Plans, Operating Costs and Contingency (the "Initial Capital Investment"). When Tenant performs the renovation, equipping and Tenant Improvements required in Section 5 of this Agreement, the costs thereof shall be automatically added to the definition and amount of the Initial Capital Investment.

6.3 Landlord and Tenant acknowledge and agree that the amount of the irrevocable standby letter of credit is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Tenant to the Landlord in the event of a material breach of this Agreement by Tenant. The purpose is to secure the Tenant's obligations under this Agreement. The failure to provide the required irrevocable standby letter of credit to Landlord at least 30 days prior to the

expiration of the outstanding irrevocable letter of credit documents shall be considered a breach of this Agreement and entitle the Landlord to demand payment under the ISLC, unless Tenant provides an updated ISLC or an alternative security in the form of a cash bond in the same amount of the ISLC. Demand by the Landlord under the irrevocable letter of credit does not act as a waiver of any other rights or remedies that the Landlord may have.

6.4 In addition to any other rights and remedies of Landlord under this Agreement, in the event that this Agreement is breached, canceled, or terminated by mutual agreement prior to its expiration, the Landlord may apply the ISLC to be held against outstanding Tenant obligations and as an offset against expenses occurred by Landlord until a new Tenant is found and a new lease agreement is executed.

7. PERMITTED USE AND QUALITY OF OPERATIONS.

7.1.1 Permitted Use of Premises. The Tenant shall use, manage and operate the Premises solely as a restaurant, and food and beverage related operations and services, generally consistent with Tenant's response to the ITN, and for no other uses or purposes that are expressly prohibited in this Agreement. Nothing contained herein shall preclude a private dining event in the normal course of restaurant operations within an area of the restaurant to be served by food from the kitchen, provided that the provision of grab-and-go (and takeout) services remain available at all such times. Tenant shall have access to and from the Premises at all times in connection with this Agreement. It is the express intent of the parties to continue restaurant and food service operations at the Premises. At all times during this Agreement, Tenant shall comply with the covenants and restrictions imposed upon the Premises by the City's Code of Ordinances, all applicable local, state and federal laws and regulations, and the restrictions and limitations set forth herein below.

7.1.2. Alcoholic Beverages. Tenant may serve beer, wine and other alcoholic beverages at the Premises, provided that Tenant shall comply with all applicable laws and licensure requirements and consumption of such alcoholic beverages is restricted to the Premises. The Landlord makes no assurances, representations or warranties with regards to the availability of such liquor or alcohol permits or licenses or the ability of Tenant to obtain such, provided, however Landlord shall assist by executing all necessary landlord related documents to obtain such licenses should Tenant wish to apply for any alcoholic license at any time during the Lease Term, as extended. Tenant shall conspicuously place signage indicating that alcoholic beverages shall not be taken out of the Leased Premises and shall strictly enforce this provision. Alcoholic beverages shall not be sold in unopened original bottles or cans, or disposable cups which would promote the transport of such beverages off of the leased Premises, unless such sales are in full compliance with Florida Statute Section 561.20, as may be amended from time to time.

7.1.3. City Uses and Events. Notwithstanding anything contained in this Agreement to the contrary, the City shall have the right to use and hold City-sponsored

food-related and other City-sponsored festivals and community events at the Pier or beach (i.e. 4th of July, Ocean Way Holiday Lighting, etc.), and may utilize other vendors or food service providers for such community events. **Sales of prepared foods may be made by other food service providers at community events held at the Pier or beach but said shall not exceed more than two (2) times per month.** No other restaurant or food service providers shall be allowed to operate within the Building.

7.1.4. Catering Services. During the Term, Tenant shall have the exclusive right to provide food, beverage and catering services for special events or private parties at the Premises except for City-sponsored food-related and other community events as set forth in Section 7.1.3. hereinabove.

7.2. Duty to Open and Continuously Operate the Restaurant Café and Pier Restaurant Operations. The Pier Restaurant and all Pier Restaurant Operations shall be fully operational and open to the public, and the grab and go food services operations and concessions shall be available within thirty (30) days of the issuance of a Certificate of Completion and/or Certificate of Occupancy for the Premises by the City, unless Landlord agrees, in writing, to extend such date (however, no such extension shall affect the payment of Rent as provided herein). During the Term of this Agreement, the Restaurant and the Pier Restaurant Operations shall be continuously operated and service the public, with the hours of operation and service as detailed in Section 8 of this Agreement.

7.3. Trade Name of Restaurant Café and Pier Restaurant Operations. Tenant shall operate the restaurant and all Pier Restaurant Operations under the name Deerfield Beach Cafe, LLC d/b/a The Palm House. Should Tenant wish to change the name during the Lease Term, as extended, Tenant shall submit to Landlord for approval by the City the name or trade name of the Restaurant and all Pier Restaurant Operations, including food and catering operations. Throughout the Term, the Tenant shall conduct its business, including the Restaurant and Pier Restaurant Operations, under the name(s) approved pursuant to this Section, and shall not be known, identified or referred to by any other name. Tenant shall file all necessary documentation required to operate under its trade name in accordance with all applicable laws, including but not limited to filing its Article of Incorporation and/or fictitious name registration with the Florida Division of Corporations. Any change to the trade name shall require the prior written approval of the Landlord.

7.4. Specifically Prohibited Uses. Tenant agrees that at no time during the Term hereof shall it use the Premises for any other use than as specifically permitted in this Agreement. For purposes of emphasis, Tenant shall be expressly prohibited from using the Premises for the following: (i) adult arcade, adult bookstore/adult video store, adult booth, adult dancing establishment, adult entertainment establishment, adult motel or adult theater, as such terms are defined in City Ordinances as may be amended from time to time; (ii) live entertainment of any kind, except with the prior written authorization of the City through the City's special event application and approval process; (iii) any use that requires the storing of hazardous substances, materials or both at the Premises in

violation of law, (iv) any use of the Premises for residential purposes, (v) any use that is not a permitted use under this Agreement (provided at least 30 days written notice and an opportunity to cure is provided), and (vi) any use prohibited by any applicable law or regulation of any government entity with jurisdiction. In the event the Tenant uses or allows the Premises to be used for uses or activities not expressly permitted herein, or ceases to provide regular and continuous Pier Restaurant Operations and services consistent with the approved uses set forth in this Agreement, Landlord may, in its sole and absolute discretion and in addition to all other remedies available to it, terminate this Agreement and/or restrain the improper use by injunction or similar legal process.

7.5. Parking Facilities. Landlord shall provide two (2) designated parking spaces in the Pier parking lot to the west of the Restaurant for use by restaurant staff and for a delivery/unloading areas. Other than the two designated parking spaces, no other designated parking shall be provided by the Landlord.

7.6. Advertising. Tenant shall not advertise the business of Tenant conducted at the Premises in any manner that violates the City Code of Ordinances or any other applicable law.

7.7. Use of City Seal. Tenant shall not use the City Seal.

7.8. No Sales of Articles. Tenant shall not, except with Landlord's prior written approval, exhibit, sell or offer for sale, in or on the Premises, any item other than items connected with the Restaurant or Pier Restaurant Operations on the Premises, unless designated with the restaurant name, provided that such sales items shall be included in Gross Revenues for purposes of Percentage Rent.

7.9. No Obstructions. Tenant shall use reasonable efforts not to obstruct any sidewalk, passageway, entrance, exit, stairway, lobby, corridor, hall, or other area outside of the Premises or inside or about the Premises. Neither Tenant nor any employee, agent or invitee of Tenant shall enter into areas of the Building reserved for the exclusive use of Landlord, its employees, agents or invitees. During construction of the Tenant Improvements or subsequent alterations or work to the Premises, Tenant, and any contractors performing work on the Premises, shall use all reasonable efforts not to obstruct any sidewalk, passageway, entrance, exit, stairway, lobby, corridor, hall, or other area outside of the Premises or inside or about the Pier and shall minimize disturbance or interference with the City's and public's use and occupancy of the Pier and adjacent public areas. Tenant shall not interfere with access to the Deerfield Beach International Fishing Pier.

7.10. Doors. Tenant shall keep doors and other means of entry to the Premises closed except during operating hours for the restaurant, and shall during non-operating hours, keep the same secure. To the full extent permitted by law, Tenant shall assume liability for all risks and claims arising out of theft, robbery, pilferage, or other crimes committed by or against Tenant, its employees, agents, guests, and invitees in or about

the Premises. Tenant shall be responsible for the locking of doors and the closing of transoms and windows in and to the Premises.

7.11. Locks. Tenant shall install new locks on the doors of the Premises as part of the Tenant Improvements. Upon installation of the door locks, Tenant shall provide Landlord with at least two copies of each key for each lock in the Premises. Upon termination of this Agreement or of Tenant's possession, Tenant shall surrender to Landlord all keys to the Premises and shall make known to Landlord the explanation of all combination locks on safes, cabinets and vaults that may be affixed to the Building. Tenant shall make known to Landlord in the event that any keys are lost or stolen.

7.12. Window Treatments. Any blinds, shades, awnings, window ventilators, or other indoor or outdoor window treatments, shall be furnished, installed and maintained at the expense of Tenant. No insulation, plastic, wood, paper, or other sheet materials shall be applied directly to the inside or outside of any glass windows.

7.13. Intentionally Deleted.

7.14 Signs.

- a. Tenant shall not affix or attach (or permit the attachment of) any flags, placards, signs, poles, wires, aerials, balloons antennae or fixtures to the outside of the building, without the prior written consent of the City which consent shall not be unreasonably denied, withheld or delayed. Any and all flags, placards, signs, poles, wires, aerials, antennae or fixtures that the City has given permission to attach to the outside of the Premises, must be done so in accordance with all City sign and building codes, and all County and State laws, ordinances, rules and regulations.
- b. A west-facing monument will be provided by the City within the landscape area at the intersection of NE 21 Ave and NE 2nd Street, set back approximately 10' from A1A and 15' feet from NE 2nd Street. The Tenant will be provided approximately 15 square feet of sign space on the face of that monument for its name/logo in channel letters. The final location and configuration of the sign shall be in the sole discretion of the City.
- c. The conformance of any particular sign proposal with the City's Land Development Code, or the City Commission's discretion on any proposed sign code variance, will be a determining factor. In general, a wall sign and a monument sign are allowed by the Code. Pole signs are not allowed.

7.15 Hood System and Grease Traps. Tenant agrees to utilize and maintain

the hood system and all grease traps serving the Premises. Failure of the Tenant to properly maintain the hood system and all grease traps shall be considered a wrongful act of negligence. The grease interceptor is located west of the Restaurant within the first parking space of the adjacent parking lot.

7.16 Drainage. In no event shall Tenant permit any drainage to occur from the east side of the Premises on to the adjacent beach area.

7.17 Garbage.

a. Tenant shall remove from the Premises or otherwise dispose of all garbage, debris and other waste materials (whether solid or liquid) arising out of the use and occupancy of the Premises or out of any operations conducted within or upon the Premises in accordance the highest standards of sanitary practice and at all times in accordance with Applicable Laws. When removing such waste, Tenant shall comply with all Applicable Laws relating to sanitation and waste disposal. Any waste items shall be kept in suitable garbage and waste receptacles, as reasonably approved in writing by Landlord.

b. The Tenant shall be responsible for all solid waste and recycling fees arising from the Premises or out of any operations conducted within or upon the Premises. Additional waste produced by the Tenant, including, but not limited to, spent grease and oil, hazardous and bio-hazardous materials, and any other waste restricted from entering the solid waste and recycling stream, or not in compliance with the use of the Somat Trash System or LEED certification, shall be the sole responsibility of the Tenant.

c. Tenant shall be responsible for daily cleaning of paver patio and walkways surrounding the Premises and regular pressure cleaning of said area on a weekly basis.

7.18 Odor. Tenant shall not create nor permit to be caused or created upon the Premises any obnoxious odors or smoke or noxious gases or vapors which would constitute a nuisance; provided, however, that fumes resulting from normal business operations shall be excepted from this provision, unless same constitutes a legal nuisance or is otherwise prohibited by applicable laws.

7.19 Request for Additional Outdoor Seating. During the Term, the Tenant may submit a request to Landlord and City for additional outdoor seating along the eastern portion of the sidewalk adjacent to the first floor of the Premises. Such request shall be submitted to the City Manager and subject to compliance with all applicable Federal, State and local laws and regulations, including the City's

Code of Ordinances, and shall be subject to approval by the City Commission, which may be withheld or conditioned in the City's sole discretion, via a revocable license agreement that provides for the Tenant to pay for and maintain any furniture within such area and indemnify, defend and hold harmless the City.

8. DAYS/HOURS OF OPERATION AND MENUS.

8.1. Hours of Operation. The Tenant shall be required to operate the Restaurant and Pier Restaurant Operations, including the Observation Deck, and be open for business to the public year-round excluding, however, in the Tenant's sole discretion, Thanksgiving and Christmas when both the Restaurant and Pier Operations, including the Observation Deck, may be closed for a twenty-four (24) hour period. The Restaurant located on the first floor of the Premises shall be open for business at a minimum from the hours of 8:00 am to 10:00 p.m. on weekdays and weekends. Tenant may expand or contract those hours based upon seasonal flow of visitors subject to the local rules and laws relating to the hours of operation of restaurants; provided however Tenant may not operate between the hours of midnight and 6:00 a.m. Any change in hours of operation to permit operation after midnight shall require City Commission approval via Resolution. Hours of operation for any future temporary or permanent concessions that may be established within the Premises (including but not limited to any pop-up operations for holidays) shall be subject to prior written approval by the Landlord, which may be withheld in the Landlord's reasonable discretion. Hours of operation for the Pier Restaurant Operations shall be part of the Operational Plan and periodic updates thereto.

8.2 Observation Deck Food and Beverage Services Hours. The Observation Deck shall be open for food and beverage service from noon to 10:00 p.m. on weekdays and weekends except that the Observation Deck may be closed at the City's request for City sponsored or approved Special Events (ex. July 4th Holiday, Ocean Way Holiday Lighting, Pioneer Days) for public health, safety and welfare purposes in the reasonable discretion of the City, provided that such events shall not exceed more than three per year (unless a greater number is approved by Tenant). Tenant may expand or contract the Observation Deck hours of operation for food and beverage service based upon seasonal flow of visitors subject to the local rules and laws relating to the hours of operation of restaurants; provided however Tenant may not operate the observation deck between the hours of midnight and 6:00 a.m.

8.3 Adjustments to Hours of Operation. Landlord agrees to consider reasonable adjustments to hours of operation. Such requests from Tenant shall be submitted to the City Manager in writing at least ninety days prior to Tenant's proposed implementation. Any adjustments to the Hours of Operation set forth herein shall require the prior written approval of the City Manager or his/her designee prior to implementation.

8.4 Menus. The Tenant's proposed menus and price points for all of Pier Restaurant Operations shall be submitted to the City Manager for approval at least 30 days prior to the commencement of such operations. Approval of the menus and price

points shall not be unreasonably withheld, denied or delayed provided that such menu and price points shall be consistent with the Tenant's response to the ITN. Once the menus and price points are approved, subject to normal inflationary increases, any substantial adjustments to the menus and price points shall require the prior written approval of the City Manager or his/her designee, in his or her reasonable discretion, prior to implementation.

9. DELIVERIES.

Deliveries to the Premises shall be limited to hours prior to and after the Tenant's Restaurant is open for business and to the public, and no later than 5:00 p.m. All off-loading deliveries will be at the designated two parking spaces, however, smaller deliveries, or small box truck deliveries, may occur anytime, subject to compliance with applicable law.

10. BUDGET AND RECORDS.

10.1. Intentionally Deleted.

10.2. Accounting Systems and Records. Tenant shall install and maintain suitable accounting systems and records for the Pier Restaurant Operations in accordance with generally accepted accounting principles. Tenant shall keep and maintain, at the Premises or the principal office of the Tenant, which shall be located within Broward or Palm Beach County, the books of account and all other records relating to the Pier Restaurant Operations. All such books and records shall be maintained in accordance with generally accepted accounting principles and shall be available to the Landlord and its authorized representatives at all reasonable times no more than two times per lease year upon at least 48 hours prior written notice for examination, audit, inspection, and copying or transcription. Furthermore, Tenant shall authorize the company's chief financial officer (or the accounting or bookkeeping firm if prepared by such firm) which prepares and reviews such books and records to discuss same with Landlord and provide access to its work papers related thereto. All books of account and records pertaining to the Pier Restaurant Operations shall at all-times be the property of Tenant. Upon the expiration or earlier termination of this Agreement, copies of all books of account and records shall be given to Landlord, but the originals thereof shall nevertheless thereafter be available to Landlord at all reasonable times for inspection, audit, examination, and transcription for a period of three (3) years or the required retention period under then applicable law, whatever is longer.

10.3. Financial Reports for Pier Restaurant Operations. Within 45 days after the end of each Rental Year of the Term and Renewal Terms, Tenant shall deliver to Landlord certified gross sales reports detailing its Gross Revenues for each Lease Year (the "Revenue Statement"). The Statement shall be prepared both in accordance with generally accepted accounting principles and consistent with the form required by the State for the reporting of sales tax. The Statement will be certified by Tenant as a true and correct determination of the Percentage Sum based on the Gross Revenue for the

applicable Rental Year. Tenant shall, in addition to providing Landlord with the Statement, deliver true and complete copies of all monthly sales tax reports filed by Tenant with the State.

10.4. Tenant shall maintain required records and prepare and file all forms related to the collection and payment of all real estate, sales and use taxes and make all required payments to the appropriate taxing authorities. Tenant's responsibilities hereunder specifically include the preparation and filing of federal income tax returns.

10.5. Tenant shall institute and maintain all personnel records and payroll systems for employees of Tenant employed as part of the Pier Restaurant Operations.

10.6. All Gross Revenues for the Pier Restaurant Operations shall be deposited into the Pier Restaurant Operating Account.

11. TENANT'S MANAGEMENT TEAM, STAFF AND PERSONNEL.

11.1 Management Team. Tenant has represented to Landlord and agreed that key principals and personnel from Deerfield Beach Café, LLC, acceptable to Landlord shall be directly involved in the oversight of the renovation, operation and management of the Pier Restaurant Operations during the Term, which key personnel shall include Danielle Rosse in a oversight management and supervisory role ("Key Personnel"). Any such change to the Key Personnel proposed to occur prior to completion of the first year of operations of the restaurant café and Pier Restaurant Operations shall require the prior written approval of Landlord, in its sole and absolute discretion.

11.2 Staff and Personnel.

- a.** Tenant shall ensure restaurant is staffed with sufficient qualified personnel at all times in order to handle the patron demand efficiently.
- b.** Tenant shall be responsible for the appearance of all working personnel (clean and appropriately dressed at all times). Personnel must wear visible identification or a uniform while working at all times.
- c.** All employees of the Tenant shall be considered to be at all times the sole employees of the Tenant, under the Tenant's sole direction, and not an employee or agent of the City of Deerfield Beach. The Tenant shall supply competent and physically capable employees that are polite, friendly, honest and courteous, the City may require the Tenant to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on City property is not in the best interest of the City, provided the City submits written notice of the issue to Tenant.
- d.** Food handling procedures and personnel must meet standards of

cleanliness and neatness which meet the required standards of the health department.

12. INSURANCE.

During the Term of this Agreement, Tenant shall pay for and maintain in effect, at its expense (and any extensions and/or renewals thereof), the insurance policies amounts stipulated in the Landlord's Minimum Insurance requirements attached hereto as Exhibit "D".

Tenant shall furnish to Landlord, Certificates of Insurance and/or endorsements prior to the Occupancy Date. The required Certificates of Insurance shall name the types of policies provided, refer specifically to this Lease, and state that such insurance is as required by this Lease. All policies of such insurance and renewals of them (except Workers' Compensation coverage) required to be provided by Tenant shall name Landlord (including its elected officials, officers, employees and agents), as an additional named insured as their interests may appear, and shall provide that the loss, if any, shall be adjusted with and payable to Tenant and Landlord (as their interests may appear), except as otherwise provided in Section 21 of this Lease.

13. COMPLIANCE WITH GOVERNMENTAL AND OTHER REQUIREMENTS.

13.1. No Nuisances, Noise, Music, Odor or Hazardous Substances. Tenant shall not commit any nuisance; nor permit the emission of any objectionable noise or odor, nor burn any trash or refuse within the Premises. At all times, Tenant shall comply with the City's Noise Ordinance in the use and operation of the Premises, including the Observation Deck and the Pier Restaurant Operations. Except as otherwise provided herein or as authorized in a special event permit approved by the City, music on the Premises shall be limited to ambient dining music as is customary and consistent with the quality, amenities and service provided in other comparable first class restaurants.

Tenant shall not bring on, deposit or allow to be brought on or adjacent to the Premises, any Hazardous Substances or other noxious materials or substances, as the same may be defined by federal, state or local laws, codes, ordinances, rules, or regulations ("Environmental Laws"); nor make any use of the Premises, or any part thereof, or allow any equipment therein, which is offensive, a nuisance or contrary to applicable law.

13.2. Compliance with Laws. Tenant shall comply with all applicable federal, State, County, and City statutes, laws, ordinances, resolutions, and governmental rules, regulations and orders as may be in effect now or at any time during the Term (collectively "Applicable Laws"), all as may be amended, which are applicable to Tenant, the Premises, the Tenant Improvements or the Pier Restaurant Operations conducted at the Premises. A violation of any such Applicable Laws, not cured within any applicable notice and cure period, shall constitute a material breach of this Lease, and in such event, Landlord shall be entitled to exercise any and all rights and remedies provided in this

Lease and available at law and in equity. Tenant shall provide for background checks as set forth in Section III, paragraph 18 of the ITN and Section 38-140 of the City Code of Ordinances.

13.3. Notice of Laws and Compliance. Tenant agrees to give Landlord notice of any law, ordinance, rule, regulation, requirement, inquiry or audit which is enacted, passed, promulgated, made, issued or adopted by any governmental authority with jurisdiction during the Term that affects the Premises, the Pier Restaurant Operations, or Tenant's use or operation thereof, received by Tenant, or a copy of which is posted on, or fastened or attached to the Premises or otherwise brought to the attention of Tenant, by transmitting within five (5) days after such service, receipt, posting, fastening or attaching or after the same otherwise comes to the attention of Tenant, a copy of each and every one thereof to Landlord. At the same time, Tenant shall inform Landlord as to the steps that Tenant proposes to do or take in order to comply therewith or respond thereto. Notwithstanding the foregoing, however, if such work or step would require any alterations to the Premises, and if Tenant does not desire to contest the same, Tenant shall, if Landlord so requests, defer compliance therewith in order that Landlord may, if Landlord wishes, contest or seek modification of or other relief with respect to such requirements, but nothing herein shall relieve Tenant of the duty and obligation, at Tenant's expense, to comply with such requirements, or such requirements as modified whenever Landlord shall so direct and approve. Notwithstanding the foregoing, Tenant shall furnish the City a copy of each Health Department inspection within two (2) business days of Tenant's receipt.

14. RELATIONSHIP OF PARTIES.

Nothing herein contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between Landlord and Tenant, it being expressly understood and agreed that neither the payment of Rent nor any other provisions contained in this Agreement nor any acts of the parties hereto shall be deemed to create any relationship between Landlord and Tenant other than the relationship of landlord and tenant. Notwithstanding the fact that the City is the Landlord under this Agreement and that there exists a Landlord/Tenant relationship between Landlord and Tenant, Tenant acknowledges and agrees that this Agreement does not grant Tenant any rights or create any exceptions to its obligation to comply with and meet the requirements of the City's Charter and Ordinances, resolutions and codes, and that the Landlord/Tenant relationship shall have no effect upon the jurisdiction and governing rights of the City over the Premises and Tenant shall be required to fulfill and comply with all applicable laws, rules and regulations, ordinances and resolutions of the City as though no such landlord/tenant relationship existed, including, without limitation, all police powers and requirements of the City's Building and Planning Department or other pertinent City agencies.

15. LICENSES, FEES AND TAXES

15.1. Payment of Taxes, Assessments, Fees and Charges. Tenant shall be responsible for and shall timely pay before their respective due dates, to the appropriate collecting authorities, all federal, State, County, and City taxes, licenses, permits, assessments, and fees, which are now or may subsequently be levied upon or apportioned to the Premises or the leasehold estate granted by this Agreement (or any occupancy interest), or upon Tenant, or upon any of Tenant's property used in connection with this Agreement, or upon any rentals or other sums payable under this Agreement, including, but not limited to any applicable ad valorem, sales or excise taxes, and shall maintain in current status all federal, State, County and City licenses and permits, now or subsequently required for the operation of the business conducted by Tenant including, but not limited to, business tax receipts and occupational licenses.

15.2 Landlord to Request Estimate. Promptly after the Effective Date, Landlord agrees to submit a copy of this Agreement to the Broward County Property Appraiser and to request a statement of the appraised value of the taxable real and personal property subject to this Agreement. Landlord and/or the Broward County Property Appraiser will determine the amount of the estimated taxes to be paid by Tenant during the first year of the Term and Tenant shall pay the estimated taxes as determined by Landlord and/or the Broward County Property Appraiser. Tenant shall pay the estimated taxes, which will be prorated over the number of months of the Term that occur during the first calendar year.

16. OPERATION, UTILITIES, MAINTENANCE AND REPAIR EXPENSES.

16.1. Maintenance and Repair of Premises. Tenant, at its sole cost and expense, from and after the Possession Date and throughout the Term (and any Renewal Terms thereof), shall assume the entire responsibility and shall relieve Landlord from all responsibility for all repair, maintenance, replacements (except as provided below with respect to equipment) and capital improvements to the Premises and the Restaurant generally, with the exception of the roof, and structural repairs to the Building (not necessitated by the negligence or default of Tenant).

Tenant shall perform all maintenance, repairs, replacements and capital improvements in a good and workmanlike manner in accordance with all Applicable Laws. All materials utilized in any repairs or replacements shall be of a quality and grade comparable or superior to that in existence in the Premises as of the Occupancy Date. Except as otherwise set forth in this Lease, Tenant shall be required to keep the Premises in good, tenantable, useable condition throughout the Term (subject to casualty, condemnation and the other provisions of this Lease with regard to development and the redevelopment of the Premises), and without limiting the generality of the foregoing, Tenant shall:

- a. Keep and maintain the Premises at all times in a clean and orderly condition and appearance.
- b. Provide and maintain all lights and similar devices, HVAC system, elevator, ceiling (except repairing leaks not caused by Tenant, or its agents, contractors and employees),

fire protection and safety equipment and all other equipment of every kind and nature required by Applicable Laws in good working order and condition.

c. Be responsible for the maintenance and repair of all utilities servicing the Premises including but not limited to, service lines for the supply of water, gas service lines, electrical power and telephone conduits and lines, sanitary sewers and storm sewers which are now or which may be subsequently located upon any portion of the Premises which are controlled by Tenant.

d. Provide adequate security measures for the Premises and all portions of them as would be reasonable for the purposes of protecting persons and property. This is not to be construed as requiring dedicated security personnel.

e. Be responsible for the cleaning and refuse disposal for refuse generated by the operation of the Tenant on the Premises as necessary to keep the appearance of the entire facility in good order and condition. Such cleaning and refuse disposal shall be performed on a daily basis.

f. During the Term, subject to the provisions of this Lease, structural repairs or replacements to the Premises, shall be undertaken by Landlord, unless such repairs or replacement are required due to the wrongful acts, or omissions of Tenant, its employees, agents, contractors, invitees or guests. Tenant shall not cause or permit any penetrations into the roof membrane or otherwise perform any alteration on or about the roof that may void or limit Landlord's roofing warranty. To the extent any roofing penetration is necessary, Tenant shall if required by Landlord, hire Landlord's designated roofing contractor to perform or supervise such roof penetration work so as to prevent any voiding or impairment of Landlord's roofing warranty. Should Landlord be required to make any repairs to which it is obligated, Tenant shall cooperate with Landlord in providing access and adjust its operating schedule and operations to permit such repairs; if major repairs are required, not as a result of wrongful actions or omissions by the Tenant, which require the restaurant to be closed, rent shall be abated during the time needed for repairs as its sole and exclusive remedy.

16.1.1. HVAC System; Maintenance and Repair. Landlord represents that there is an HVAC system serving the Premises, but makes no representation as to its operating condition. Tenant shall be responsible for all repairs and maintenance to the HVAC system, at Tenant's sole cost and expense, and replacement of the HVAC System during the Term. Tenant shall maintain, at Tenant's expense, an HVAC service contract with a vendor acceptable to Landlord for periodic servicing of the HVAC. Any replacement of the HVAC will require that the units be at a minimum of 14 SEERS, be connected to an energy saving meter, and be consistent with the LEED certification requirements.

16.2 Pest Control. Tenant shall be responsible for providing regular monthly extermination of insects and rodents in the Premises, at Tenant's expense. Tenant's pest control activities must be sufficient to keep the Premises free from insect and rodent infestation, to Landlord's reasonable satisfaction.

16.3 Janitorial Services.

- a. Tenant shall be responsible for the leased area's janitorial services and trash and garbage removal. It is encouraged that the Tenant implement a recycling plan to reduce the amount of materials entering the City's solid waste stream. The Tenant shall also be mindful of the litter produced by its customers around the immediate area of the leased area and assist the Landlord to the greatest extent possible in cleaning-up such litter.
- b. Tenant shall comply with all applicable safety and health laws, codes, and regulations, including OSHA regulations, and shall maintain the Premises in accordance with such laws, codes, and regulations. All hazardous materials including spent grease and cooking oil shall be kept out of public sight at all times. Any incident relating to hazardous materials shall be reported to the Landlord immediately.
- c. All Maintenance required to be performed by Tenant under this Lease shall be at the sole expense of the Tenant. The Premises will be subject to general inspection by the Landlord to insure quality of maintenance, appearance, and physical condition.
- d. In the event that the leased area is not kept to the required minimum standards, , the Landlord may take such action as deemed appropriate by the Landlord and allowable by the Lease up to and including termination of the Lease (provided that for termination at least 10 days prior written notice to Tenant and the right to cure is provided). The Tenant shall be liable for any remedial expenses incurred by Landlord.

16.4 **LEED Certification / Green Building Maintenance.** The Pier Restaurant Building is designed and constructed in line with the sustainable development goals in achieving the LEED Certification. The following Green Practices are required to be employed by the Tenant:

- Use green, non-toxic products for restrooms cleaning.
- Use green, non-toxic products for pest control.
- Any other green environmentally conscious efforts committed to by the Tenant in their Proposal

16.5 **Utilities.** From and after the Possession Date, Tenant shall pay when due all water, wastewater, electric, telephone, solid waste, recycling, cable, and all other utility and other costs of any and all types whatsoever, which are now or hereafter charged or assessed with respect to operations at the Premises. Tenant shall pay all fees or charges relative to the foregoing promptly prior to delinquency. Landlord represents and warrants that the aforesaid utilities that will be provided to the Premises

are or will be separately metered and will not include any such utilities consumed on any other portion of the Pier.

16.5.1 Water Meter. If a separate water meter is necessary, Tenant shall pay for the cost of the installation of separate water meter to service the Premises, and shall be responsible for the payment of all water consumption and bills for the Premises.

16.5.2. Electrical Capacity. Tenant will be responsible for ascertaining that the electrical capacity is sufficient to operate the Premises without any adverse impact to the portions of the Building used by Landlord. Tenant shall not install in the Premises any equipment which requires a substantial amount of electrical current beyond normal restaurant operations without Landlord's approval. If necessary, Tenant shall pay for the cost of the installation of a separate electric meter(s) to service the Premises, and shall be responsible for the payment of all electrical service and bills for the Premises.

16.5.3. Propane Tanks. Tenant, at its sole cost and expense, shall install all propane gas tanks required by Tenant for gas service to the Premises. The gas tanks shall be installed above ground or underground in a location to be approved by Landlord.

16.5.4 Telephone Lines. If Tenant desires to obtain, at Tenant's expense, telephone, internet, satellite, cable, burglar alarm or signal service in the Premises, Landlord shall direct where and how the connections and all wiring for such services shall be introduced and run. No boring, cutting or installation of wires or cables shall be permitted without Landlord's approval. Tenant shall be responsible for maintaining any existing telephone lines serving the Premises and for installing any additional telephone lines if desired by Tenant. Any such additional lines shall be installed in areas designated by the Landlord. Tenant hereby agrees to indemnify and hold Landlord harmless from any liability or damage to any other telephone lines or Building systems resulting from Tenant's installation or maintenance of its telephone lines.

16.5.5 Connection, Distribution and Maintenance. Tenant shall be responsible for the connection, distribution, maintenance, and repair of all utilities within the Premises, including, without limitation, water, electrical, telephone, internet, satellite, and cable service.

16.5.6 Utility Payments. Commencing on the Possession Date and at all times during the Term thereafter, Tenant shall pay when due all water, wastewater, electric, telephone, solid waste, recycling, cable, and all other utility and other costs of any and all types whatsoever, which are now or hereafter charged or assessed with respect to operations at the Premises. Tenant shall pay all fees or charges relative to the foregoing promptly prior to delinquency. Landlord represents and warrants that the aforesaid utilities that will be provided to the Premises are or will be separately metered and will not include any such utilities consumed on any other portion of the Pier that is not part of the Premises or otherwise occupied by Tenant. If Tenant fails to pay any utility charges on a timely basis, Landlord shall have the right, but not the obligation, to pay same, and all sums advanced by Landlord on Tenant's behalf shall be deemed Additional Rent and become immediately due and payable by Tenant, with interest at the maximum

legal rate.

16.5.7 Interruption of Utility Service. Landlord does not warrant that any utility services to the Premises shall be free from interruptions caused by war, acts of terrorism, insurrection, civil commotion, riots, acts of God, enemy or government action, repairs, renewals, strikes, lockouts, picketing (whether legal or illegal), accidents, or any other causes beyond the reasonable control of Landlord. Under no circumstances shall any interruption of utility services be deemed an eviction or disturbance of Tenant's use and possession of the Premises or any part thereof, or render Landlord liable to Tenant for damages, or relieve Tenant from performance of Tenant's obligations under this Agreement, unless the interruption is caused by Landlord's negligence or intentional acts.

16.6 Licenses and Permits; Standard for Operation of Premises and Pier Restaurant Operations. It will be the responsibility of the Tenant, at Tenant's sole cost and expense, to secure and renew all necessary licenses and certificates and to keep and maintain the Premises (including without limitation the Furniture, Fixture and Equipment) throughout the Term of this Agreement and Renewal Terms, in good order, repair and condition including, without limitation, performing maintenance, and making necessary repairs, replacements, improvements, and substitutions so that (i) the Premises will be operated in compliance with the applicable provisions of the Agreement and (ii) throughout the Term of this Agreement and Renewal Terms, the restaurant café and Pier Restaurant Operations will be managed, operated and performed by Tenant, and maintained and repaired, in a first class manner consistent with the quality, amenities and service provided in other comparable first class restaurants and facilities in Broward County and Deerfield Beach .

16.7 Tenant's Failure to Maintain. If Tenant fails to maintain or repair the Premises, the HVAC System, the grease trap or the septic tank, as required by this Agreement, upon 20 days prior written notice to Tenant (except for conditions that affect the structural integrity of the Building or the public health, safety and welfare, which shall only require written notice to the Tenant that includes a reasonable period of time to respond under the circumstances as to whether Tenant shall cure, which time shall not exceed 24 hours), Landlord shall have the right, but not the obligation, to undertake all maintenance and repairs that may be required, and to charge Tenant for all costs of such maintenance and repair. Any repair or maintenance costs incurred by Landlord shall be deemed Additional Rent and if not paid by Tenant within five (5) business days after demand shall bear interest at the highest rate permitted by law. In addition, failure of Tenant to maintain shall allow Landlord the right to termination this Agreement.

16.8 Emergency Events and Wind Events. Tenant shall be responsible for securing all property owned by the Tenant to include furniture to avoid such property becoming damaged or becoming a projectile that would cause or potentially cause harm to both property and life. Further, Tenant shall be responsible for taking precautions on and about the lease Premises as would be reasonable under the circumstances in order to protect the leased Premises from the effects of the hurricane or other storm or wind event. The Tenant shall comply with all federal, state, or local evacuation notices, and

pier closings. The Tenant and Landlord shall work in cooperation to ensure a safe and expedient proactive response to emergency events, both natural and man-made.

17. MECHANICS' LIENS.

Tenant represents, warrants, and covenants to Landlord that the Premises shall be at all times kept free and clear of all liens, claims and encumbrances created by or through Tenant (other than those created or consented to by Landlord). If any claim of lien or notice of lien shall be filed against the Premises created by or through Tenant, Tenant shall promptly cause the same to be discharged of record by payment, deposit, transfer bond, or order of a court of competent jurisdiction, but in no event more than fifteen (15) calendar days after notice of any such filing. Tenant shall not be deemed to be Landlord's agent so as to confer upon any contractor or subcontractor providing labor or services to the Premises (whether in connection with Tenant's Improvements or otherwise) a construction lien, mechanic's lien or both against Landlord's estate under the provisions of Chapters 255 and 713, Florida Statutes, as amended from time to time. The foregoing shall be contained in a notice or memorandum disclaiming such liability on the part of Landlord and shall be recorded in the Public Records of Broward County in accordance with Chapters 255 and 713, Florida Statutes.

Tenant further agrees to indemnify and hold harmless Landlord against all expenses, costs and charges, including bond premiums for release of liens and attorneys' fees and costs reasonably incurred in and about the defense of any suit in discharging the Premises or any part thereof from any liens, judgments, or encumbrances caused or suffered by Tenant. It is understood and agreed between the parties hereto that the expenses, costs and charges above referred to shall be considered as Additional Rent due from Tenant to Landlord and shall be included in any lien for Rent.

The Tenant shall not have any authority to create any liens for labor or material on the Landlord's interest in the Premises and all persons contracting with the Tenant for the construction or removal of any facilities or other improvements on or about the Premises, and all material men, contractors, subcontractors, mechanics, suppliers and laborers are hereby charged with notice that they must look only to the Tenant and to the Tenant's interests in the Premises to secure the payment of any work done, material furnished or equipment installed at the request or instruction of Tenant regardless of whether Landlord has approved or consented to such work or improvements. Tenant hereby agrees to notify such persons or entities in writing of the provisions hereof prior to the commencement of any such work or improvements.

18. LOSS; DAMAGE.

Landlord shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling plaster, gas, electricity, water, rain or leaks or from the pipes, appliances or plumbing works or from the roof, street or sub-surface or from any other place or by radon, mold, dampness, humidity or by any other cause or nature

whatsoever, nor shall Landlord or its agents be liable for any such damage caused by other tenants or persons in or on or adjacent to the Premises, or caused by construction of any private, public or quasi-public work; nor shall Landlord be liable for any latent defect in the Premises. Tenant shall give immediate notice to Landlord in case of fire or accidents occurring in the Premises or of defects therein or in any fixtures or equipment located therein. Landlord shall not be responsible or liable for the theft, loss or damage to person or property in, on or about the Premises. The above limitation shall not apply to any negligent or willful act by Landlord.

19. ASSIGNMENT AND SUBLETTING.

Tenant shall not, directly or indirectly, sell, convey, transfer, or assign, or mortgage, sublease, pledge or otherwise encumber or dispose of all or any portion of its interest in this Agreement. The Landlord shall have a right to approve or disallow any proposed sale of more than 50% of the assets of Tenant or the entity that constitutes the Tenant, or the entity that owns or is the managing member of the Tenant (or more than 50% of the beneficial interests thereof), and may specifically disapprove such sale if the new Tenant cannot demonstrate that the purchaser meets the qualifications in the ITN to the same extent as Tenant. In the event Purchaser meets the qualifications set forth in the ITN and is approved by the Landlord and agrees to be subject to all the terms and conditions of this Agreement (including but not limited to providing the Letter of Credit to the Landlord) via execution of an assignment agreement in a form approved by the Landlord's attorney, Tenant shall be released from all further liability under the Lease and Landlord shall release any collateral then being held to secure the Tenant's performance under the Lease upon Landlord's consent to the assignment.

Tenant shall not sublet the Premises, or any portion thereof, or grant licenses or concessions in connection with Premises. All such attempts being null and void and shall subject the Agreement to cancellation and termination by Landlord.

20. INDEMNIFICATION OF LANDLORD.

20.1. Indemnification by Tenant.

a. Tenant shall indemnify, defend, and hold harmless Landlord (including its elected officials, officers, employees and agents) from and against any and all claims, costs, losses and damages (including but not limited to all fees and charges of architects, attorneys, and other professionals, and all court or other dispute resolution costs), liabilities, expenditures, or causes of action of any kind (including negligent, reckless, or willful or intentional acts or omissions of Tenant, any Subtenant, any subcontractor, any supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any work or anyone for whose acts any of them may be liable), arising from, relative to, or caused in connection with this Lease except, and only to the extent, if such claim is directly caused by Landlord's negligence or misconduct (subject to Landlord's applicable sovereign immunity). This indemnity

includes, but is not limited to, claims attributable to bodily injury, sickness, disease or death, or to injury or destruction of tangible property, including the Improvements, and including the loss of use resulting from them. Payment of any amount due pursuant to this Section shall, after receipt of Notice by Tenant from Landlord that such amount is due, be paid by Tenant if Landlord becomes legally obligated to pay same, or Tenant agrees that it is responsible for such claim, or in the alternative, Landlord, at Landlord's option, may make payment of an amount so due and Tenant shall promptly reimburse Landlord for same. Where the basis for a claim for damages brought against Landlord by a third party is that Landlord has breached a contract or other duty to the third party, and the action or inaction which constitutes the breach was a result of the negligent or wrongful act or omission of Tenant, then Tenant agrees, at Tenant's expense, after written notice from Landlord to defend any action against Landlord that falls within the scope of this Section, or Landlord, at Landlord's option, may elect instead to secure its own attorney to defend any such action. If the claimant prevails in a lawsuit on the basis that the breach was a result of the negligent or wrongful act or omission of Tenant, then the reasonable costs and expenses of Landlord incurred in defending such action shall be payable by Tenant. If either Landlord or Tenant is required to incur attorney fees or costs to enforce this Section, the prevailing party in any litigation shall recover all of its attorney fees and costs at both trial and appellate levels.

b. Tenant agrees to also indemnify, defend, save and hold harmless Landlord (including its elected officials, officers, employees and agents), from all damages, liabilities, losses, claims, fines and fees and from any and all suits and actions of every type and description that may be brought against Landlord, its officers, agents and employees on account of any claims, fees, royalties, or costs for any infringement of any and all copyrights or patent rights claimed by any person, firm, or corporation.

20.2 Indemnification by Tenant's Contractors. Tenant shall require any contractor performing any work in connection with the Tenant Improvements, or any other improvements proposed by Tenant, to indemnify and hold harmless the Landlord, its elected officials, officers, employees and agents, from and against any and all loss, damage, cost or expense, including but not limited to, attorney fees and court costs through all trial and appellate levels with respect to personal injury, property damage or both caused by such contractor, its subcontractors, agents or employees in connection with performing such work.

20.3. Limitation of Landlord Liability. Landlord shall not be liable to Tenant for any damages, losses or injuries to the employees, agents, contractors, invitees, guests or patrons of Tenant or property of Tenant which may be caused by the acts, omissions, neglect or fault of Tenant or any persons or entities. All personal property placed or moved into the Premises, including the Furniture, Fixtures and Equipment, shall be at the sole risk of Tenant or the owner thereof, and Landlord shall not be liable to Tenant for any damage to said personal property. Tenant agrees to waive any rights of subrogation against Landlord for any such injury or damage to persons or property.

20.4. Landlord Party to Litigation. In the event that Landlord shall be made a party to any litigation commenced against Tenant or otherwise solely by reason of its Landlord status and not as a result of the Landlord's negligent acts or willful misconduct, then Tenant shall defend, protect and hold Landlord harmless (with counsel reasonably acceptable to Landlord) and shall pay all costs, expenses and reasonable attorneys' fees incurred or paid by Landlord in connection with such litigation and any appeal thereof.

20.5. Indemnification; Breach of Environmental Laws. In the event any such claim, cost or damage results from the breach, violation or alleged violation of any Environmental Laws, the foregoing indemnification and hold harmless agreement shall include, without limitation, indemnification against all costs in law or in equity of removal, response, investigation, or remediation of any kind, and disposal of such Hazardous Substances as necessary to comply with Environmental Laws, all costs associated with any corrective action work, all costs associated with claims for damages to persons, property, or natural resources, any loss from diminution in the value of the Landlord's interest in the Premises, and Landlord's reasonable attorneys' fees and consultants' fees, court costs, and expenses incurred in connection therewith. This shall exclude any pre-existing conditions identified or known to Landlord as of the Possession Date of this Agreement.

20.6. No Waiver of Sovereign Immunity. Landlord is a political subdivision as defined in Section 768.28, Florida Statutes. Nothing in this Agreement shall be deemed or treated as a waiver by the Landlord or the City of any immunity to which it is entitled by law, including but not limited to the City's sovereign immunity as set forth in Section 768.28, Florida Statutes.

20.7. Survival of Provisions. The provisions of this Section 20 shall survive the expiration or termination of this Agreement.

21. DAMAGE TO OR DESTRUCTION OF PREMISES.

21.1. Notice Requirement. Tenant shall give immediate written notice to Landlord in case of any fire, casualty or other damage to the Premises ("Casualty").

21.2. Removal of Debris/Repair to Ensure Safety. If the Improvements located on the Premises or any part of them shall be damaged by fire, the elements, or other casualty, Tenant shall promptly remove, or cause to be promptly removed, all debris resulting from such damage from the Premises. Tenant shall promptly take such actions and cause such repairs to be made to the Premises as will ensure the safety of persons entering upon the Premises. To the extent, if any, that the removal of debris under such circumstances is covered by Tenant's insurance, the proceeds shall be paid to Tenant for such purpose.

21.3. Minor Damage. If Improvements located on the Premises or any part of them shall be damaged by fire, the elements, or other casualty but not rendered wholly

untenantable or unusable, Rent shall continue unabated; provided however that in the event either the Observation Deck or the first floor Restaurant location is rendered wholly unusable or untenantable (but not both), Rent shall be abated as to that portion of the Premises that are untenantable or unusable for such period as it remains untenable or unusable, and the Rent payment due, and the natural breakpoint for Percentage Rent, shall be prorated based on the square footage of the portion of the Premises that is not untenable or unusable. Except as otherwise provided in Section 21.4 below, the Premises shall be repaired and restored promptly to the condition they were in prior to such casualty by Landlord and by Tenant and to the extent that such damage is covered by Landlord's and Tenant's insurance, the proceeds shall be made available for that purpose.

21.4 Damage to or Destruction of Premises. If the Premises, or any part thereof shall be destroyed or so damaged by fire, the elements, or other casualty as to render either or both untenantable or unusable, nothing in this Lease shall be deemed or construed to require or obligate Landlord to repair, rebuild, replace or restore either or both or any portion of the Premises. If Landlord elects to repair, rebuild, restore or reconstruct the Premises, it shall only be obligated to do so to the extent of the insurance proceeds available therefore. In the event of damage to the Premises which renders more than 30% of the Premises untenantable or unusable, and Landlord elects not to repair, rebuild, replace or restore the Premises pursuant to a written notice to Tenant, which Landlord shall give no later than thirty (30) days after such casualty, then the Lease shall be terminated effective as of the date of such casualty, unless otherwise agree to by the parties in writing. Provided the casualty resulting in the damage or destruction was not caused by the negligence or wrongful act or omission of Tenant, all insurance proceeds payable to Tenant under its policies shall be retained by Tenant without any obligation to pay any portion thereof to Landlord. Upon termination, Tenant shall surrender the Premises and all fixtures (including but not limited the equipment provided by City on the Occupancy Date) to Landlord immediately and the parties will have no further obligations to each other hereunder, except as otherwise provided to the contrary in this Lease.

22. CONDEMNATION.

In the event that the Premises or any material part thereof is taken for any public or quasi-public use by condemnation or by right of eminent domain, or purchase in avoidance or settlement of a condemnation or eminent domain proceeding, by a governmental agency (excluding the City), Landlord and Tenant agree that this Agreement shall be cancelled, and Rent shall abate as of the date of taking.

23. DEFAULT.

23.1. One or more of the following events shall constitute an event of default under this Agreement:

- a.** Tenant voluntarily abandons the Premises or discontinues its operations on the Premises for a period of five (5) consecutive calendar days in a twelve-month calendar year, other than as a result of casualty, condemnation, major renovation, or one or more acts of Force Majeure; or
- b.** Any lien, claim or other encumbrance which is filed against Landlord's fee simple title to the Premises (other than that created by or through Landlord) is not removed, or transferred to bond pursuant to Florida law, within thirty (30) calendar days after Tenant or Landlord, or both have received notice of such lien, claim or encumbrance; or
- c.** Tenant fails to pay any item constituting Rent when due to Landlord and Tenant continues in its failure to make any such payments for a period of ten (10) calendar days after Notice is given to make such payments; provided however, Landlord shall not be required to provide Notice of non-payment of Rent on more than one (1) occasion in any twelve (12) month period; or
- d.** Tenant fails to make any other payment required under this Lease when due to Landlord and continues in its failure to make any such other payments required under this Lease for a period of fifteen (15) calendar days after Notice is given to make such payments; or
- e.** Tenant fails to keep, perform and observe each and every non-monetary promise, covenant and term set forth in this Lease on its part to be kept, including without limitation all rules and regulations in effect from time to time in accordance with the terms of this Lease, performed or observed within thirty (30) calendar days after Notice of default (except where fulfillment of its obligation requires activity over a greater period of time and Tenant has commenced to perform whatever may be required for fulfillment within thirty (30) calendar days after Notice and continues such performance without material interruption); provided, however, the foregoing shall not apply if Tenant's failure to perform is due directly to the wrongful acts or omissions of Landlord; or
- f.** Tenant makes an assignment for the benefit of creditors; or
- g.** Tenant files a voluntary petition under Title 11 of the United States Code (the "Bankruptcy Code") or if such petition is filed against Tenant and an order for relief is entered and not dismissed within sixty (60) days or if Tenant files any petition or answer seeking, consenting to or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the Bankruptcy Code or any other present or future applicable federal, state or other statute or law; or
- h.** If, within sixty (60) days after the appointment of any trustee, receiver, custodian, assignee, sequestrator or liquidator of Tenant, or of all of any of the Premises or any interest of Tenant in the Premises, such appointment is not vacated or stayed on appeal or otherwise, or if, within thirty (30) days after the expiration of any such stay, such appointment is not vacated.

- i. Tenant submits a Statement which is materially false and misleading (i.e., a misstatement of Gross Sales by more than three percent (3%) as determined by the CPA).

23.1.1 Habitual Default. Notwithstanding the foregoing, in the event that Tenant has committed a monetary breach or default three (3) or more times in a twelve (12) month period, and regardless of whether Tenant has cured each individual monetary breach or default, Tenant may be determined by Landlord to be an "habitual violator." At the time that such determination is made, Landlord shall issue to Tenant a written notice advising of such determination and citing the circumstances therefor. Such notice shall also advise Tenant that there shall be no further notice or grace periods to correct any subsequent monetary breaches or defaults for the balance of such twelve (12) month period and that any subsequent breaches or defaults for the balance of such twelve (12) month period, shall constitute a condition of non-curable default and grounds for immediate termination of this Lease which termination shall be effective upon delivery of the Notice to Tenant.

23.2 Remedies. Upon the occurrence of any event of default set forth in Section 23.1 above, or at any time thereafter during the continuance of such event, Landlord may exercise any of the following rights and remedies:

- e. Landlord may, pursuant to written notice to Tenant, terminate this Lease and, pursuant to appropriate legal proceedings, re-enter, retake and resume possession of the Premises for Landlord's own account and, for Tenant's breach of and default under this Lease, recover immediately from Tenant any and all rents and other sums and damages due or in existence at the time of such termination, including without limitation, (i) all Base Rent and Additional Rent; (ii) all other sums, charges, payments, costs and expenses agreed, and required or both to be paid by Tenant to Landlord under this Lease; (iii) all costs and expenses of Landlord in connection with the recovery of possession of the Premises, including reasonable attorney fees and court costs; (iv) all free rent credits and rental abatements, if any, granted to Tenant as concessions in connection with this Lease; and (v) all costs and expenses of Landlord in connection with any reletting or attempted reletting of the Premises or any part or parts of them including without limitation, brokerage fees, attorney fees and the cost of any alterations or repairs which may be reasonably required to so relet the Premises, or any part or parts of them; or
- f. Landlord may, pursuant to any prior notice required by law or this Lease, and without terminating this Lease, pursuant to appropriate legal proceedings, re-enter, retake and resume possession of the Premises for the account of Tenant, make such alterations of and repairs to the Premises as may be reasonably necessary in order to relet the same or any part or parts of them and relet or attempt to relet the Premises or any part or parts of them for such Term or terms (which may be for a term or terms extending beyond the Initial Term), at such rents and upon such other terms and provisions as Landlord, in its sole, but reasonable, discretion, may deem advisable. If Landlord relets or attempts to

relet the Premises, Landlord shall be the sole judge as to the terms and provisions of any new lease or sublease and of whether or not a particular proposed new tenant or subtenant is acceptable to Landlord. Upon any reletting, all rents, whether Base Rent or Additional Rent received by Landlord from such reletting shall be applied:

(a) first to the payment of all costs and expenses of recovering possession of the Premises; (b) second, to the payment of any costs and expenses of such reletting, including brokerage fees, attorney fees and the cost of any alterations, restorations and repairs reasonably required for such reletting; (c) third, to the payment of any indebtedness, other than Rent, due under this Lease from Tenant to Landlord; (d) fourth, to the repayment of Landlord of all free rent credits and rental abatements, if any, granted to Tenant as concessions in connection with this Lease; (e) fifth, to the payment of all Rents due and unpaid under this Lease; (f) sixth, the residue, if any, shall be held by Landlord and applied to payment of future Rent when the same may become due and payable under this Lease. If the rents received from such reletting during any period shall be less than that required to be paid during that period by Tenant under this Lease, Tenant shall pay any such deficiency to Landlord within ten (10) days after demand therefor and, upon Tenant's failure to do so, Landlord shall immediately be entitled to institute legal proceedings for the recovery and collection of the same. Such deficiency maybe calculated and paid at the time each or any payment of Rent shall otherwise become due under this Lease, or, at the option of Landlord, at any times during or at the end of the Term. Landlord shall, in addition, be immediately entitled to sue for and otherwise recover from Tenant any other damages occasioned by or resulting from any abandonment of the Premises or other breach of or default under this Lease other than a default in the payment of Rent. No such re-entry, retaking or resumption of possession of the Premises by Landlord for the account of Tenant shall be construed as an election on the part of Landlord to terminate this Lease unless a written notice of such intention shall be given to Tenant. Notwithstanding any such re-entry and reletting or attempted reletting of the Premises or any part or parts of them for the account of Tenant without termination, Landlord may, at any time thereafter upon written notice to Tenant, elect to terminate this Lease or pursue any other remedy available to Landlord for Tenant's previous breach of or default under this Lease; and Landlord may, without re-entering, retaking or resuming possession of the Premises, sue for all rents, including Base Rent and Additional Rent, and all other sums, charges, payments, costs and expenses due from Tenant to Landlord under this Lease, either: (i) as they become due under this Lease; or (ii) at Landlord's option, Landlord may accelerate the maturity and due date of the whole or any part of Base Rent and Additional Rent for the entire then-remaining unexpired balance of the Term, together with the amount of all free rent credits and rental abatements, if any, granted to Tenant as concessions in connection with this Lease, as well as all other sums, charges, payments, costs and expenses required to be paid by Tenant to Landlord under this Lease, including

without limitation, damages for breach or default of Tenant's obligations under this Lease in existence at the time of such acceleration, such that all sums due and payable under this Lease shall, following such acceleration, be treated as being and, in fact, be due and payable in advance as of the date of such acceleration. For purposes of determining the total amount due from Tenant to Landlord upon any such acceleration, Base Rent (where not specified in this Lease) and Additional Rent shall each be treated as being subject to increase in each remaining Lease Year of the entire then remaining balance of the Lease Term at the rate of three percent (3%) per year. However, all accelerated sums due from Tenant to Landlord pursuant to the foregoing provisions of this paragraph shall be subject to adjustment to the then-present value of such accelerated sums at the time of their actual payment by Tenant to Landlord based upon a five percent (5%) discount rate, which discount rate is agreed upon by, and acceptable to, each party to this Lease as evidenced by each party's execution of this Lease. Landlord may recover and collect all such unpaid Rent and other sums so sued by Tenant by distress, levy, execution or otherwise. Regardless of which of the alternative remedies is chosen by Landlord under the foregoing provisions of this paragraph, Landlord shall not be required to relet the Premises nor exercise any other right granted to Landlord pursuant to this Lease, nor shall Landlord be under any obligation to minimize or mitigate Landlord's damages or Tenant's loss as a result of Tenant's breach of or default under this Lease.

- g. Landlord shall have, receive, and enjoy as Landlord's sole and absolute property, any and all sums collected by Landlord as rent or otherwise upon reletting the Premises after Landlord shall resume possession of the Premises as provided by this Lease, including, without limitation, any amounts by which the sum or sums so collected shall exceed the continuing liability of Tenant under this Lease. If Landlord shall have accelerated Rent payments and collected same from Tenant, and subsequently shall have relet the Premises, then Landlord, after deducting all costs related to reletting, including those described or anticipated in this Section shall pay to Tenant the net amount remaining at the end of the Term, which shall have actually been collected as net rent from third parties, to the extent Landlord shall have previously received the applicable Rent from Tenant.

23.2.2 Additional Remedy. In addition to the remedies specified above, Landlord shall have the right of injunction and shall have and may exercise the right to invoke any other remedies allowed at law or in equity as if the remedies of re-entry, unlawful detainer proceedings and other remedies were not provided in this Lease. Accordingly, the mention in this Lease of any particular remedy shall not preclude Landlord from having or exercising any other remedy set forth in this Lease or at law or in equity. Nothing contained in this Lease shall be construed as precluding the Landlord from having or exercising such lawful remedies as may be and become necessary in order to preserve the right or the interest of the Landlord in the Premises and in this Lease.

23.3 No Waiver. If Landlord shall institute proceedings against Tenant and a compromise or settlement of it shall be made, the same shall not constitute a waiver of the future breach of the same or of any other covenant, condition or agreement set forth in this Lease, nor of any of Landlord's rights under this Lease, unless expressly set forth in such settlement. Neither the payment by Tenant of a lesser amount than the installments of Base Rent, Additional Rent or of any sums due under this Lease nor any endorsement or statement on any check or letter accompanying a check for payment of Rent other sums payable under this Lease be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Rent or other sums or to pursue any other remedy available to Landlord. No re-entry by Landlord, and no acceptance by Landlord of keys from Tenant shall be considered an acceptance of a surrender of this Lease.

23.4 Landlord may Cure Tenant's Defaults. If Tenant defaults in the making of any payment or in the doing of any act required in this Lease to be made or done by Tenant, then Landlord may, but shall not be required to, make such payment or do such act. If Landlord elects to make such payment or do such act, all costs and expenses incurred by Landlord, plus interest on them at the highest rate allowable under the laws of the State from the date paid by Landlord to the date of payment of them by Tenant, shall be immediately paid by Tenant to Landlord, provided, however, that nothing contained in this Lease shall be construed as permitting Landlord to charge or receive interest in excess of the maximum legal rate then allowed by law. The taking of such action by Landlord shall not be considered as a cure of such default by Tenant or bar Landlord from pursuing any remedy to which it is otherwise entitled on account of such default.

23.5 Landlord's Lien. Landlord shall have a lien upon, and Tenant grants to Landlord a security interest in, all personal property and equipment of Tenant located in the Premises, and all accounts receivable rents, monies, or other consideration paid or to be paid to Tenant with respect to any sublease, assignment, transfer or encumbrance of Tenant's interest in this Lease or the Premises or any portion of them (no consent to the same by Landlord being implied), as security for the payment of all Rent and the performance of all other obligations of Tenant required by this Lease; provided however, that the lien shall not attach to the proceeds of any sale of the Tenant's interest in connection with a permitted Assignment of this Lease. The provision of this Section relating to such lien and security interest shall constitute a security agreement under and subject to the laws of the Florida so that Landlord shall have and may enforce a security interest on all property of Tenant now or hereafter placed in or on the Premises, in addition to and cumulative of Landlord's liens and rights provided by law or by the other terms and provisions of this Lease. Tenant agrees to execute as debtor such UCC-1 financing statement or statements as Landlord may now or hereafter request. Landlord may at its election at any time file a copy of this Lease or any part of it or reference to it as a financing statement. Tenant agrees that said lien may be enforced by distress, foreclosure or otherwise, at the election of the Landlord. Tenant shall not place a lien, mortgage, encumbrance or other form of security interest on the Tenant Improvements, Furniture, Fixture and Equipment (FF&E), improvements, furniture, fixtures, equipment, goods and chattels of Tenant which shall or may be brought or put on or into the

Premises, all of which shall be free and clear of liens, mortgages, encumbrances or other security interests.

23.6 Non-exclusive Remedies. All rights and remedies of the parties under this Lease or at law or in equity are cumulative, and the exercise of any right or remedy shall not be taken to exclude or waive the right to the exercise of any other, subject to the express limitations set forth in this Lease, if any. Upon termination or expiration of this Lease, Tenant shall remain liable for all obligations and liabilities that have accrued prior to the date of termination or expiration.

24. WAIVER OF DEFAULT.

Failure of Landlord to declare any default immediately upon occurrence thereof, or delay in taking any action in connection therewith, shall not waive such default, but Landlord shall have the right to declare any such default at any time and take such action as might be lawful or authorized hereunder, at law and/or in equity.

No waiver of any term, provision, condition or covenant of this Agreement by Landlord shall be deemed to imply or constitute a further waiver by Landlord of any other term, provision, condition or covenant of this Agreement and no acceptance of Rent or other payment shall be deemed a waiver of any default hereunder.

25. RIGHTS OF ENTRY.

25.1. Access. Landlord, by its officers, employees, agents, representatives and contractors, shall have the right at all reasonable times and upon forty-eight (48) hours advance notice (except in the event of an emergency, to be determined in Landlord's reasonable discretion, in which event no notice shall be required) to enter upon the Premises for the purpose of inspecting the same, for observing the performance by Tenant of its obligations under this Lease and for the doing of any act or thing for which Landlord may be obligated or have the right to do under this Lease or otherwise, subject to the provisions of this Lease, provided that, in connection with such access, such party shall use reasonable efforts to minimize disruption to the operations being conducted upon the Premises. Said right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations, or additions which do not conform to this Agreement. Landlord and Tenant agree that to the extent there is any restriction on Landlord's right of entry to the Premises, said shall apply solely to Landlord in its capacity as a landlord and do not apply to Landlord in its capacity as a municipality with jurisdiction over the Premises where it is located. During the last Lease Year preceding the Lease expiration (provided that the Lease is not renewed as provided herein), Landlord may place and maintain on the Premises (in locations reasonably acceptable to Landlord and Tenant) "To Let" or similar signs, which signs Tenant shall permit to remain without molestation.

25.2. Maintenance of Utilities. Without limiting the generality of the foregoing, Landlord, by its officers, employees, agents, representatives, contractors and furnishers

of utilities and other services, shall have the right upon reasonable advance notice (except in case of emergency, in which case no notice is necessary), at its own cost and expense, for its own benefit or for the benefit of others than Tenant, to maintain existing utility systems and to enter upon the Premises at all reasonable times to make such repairs, replacements or alterations as may, in the reasonable opinion of Landlord, be deemed necessary or advisable and from time to time to maintain such systems or parts of them and in connection with such maintenance.

25.3 No eviction. The exercise of any or all of the rights specified in this Section 25 by Landlord or others to the extent permitted by this Lease shall not be or be construed to be an eviction of Tenant nor be made the grounds for any abatement of Rent nor any claim or demand for damages, consequential or otherwise, unless Landlord breaches its covenants with respect to such access as provided in this Lease.

25.4 Police Powers. Nothing contained in this Lease shall be deemed to in any way limit Landlord and City in the exercise of their police and regulatory powers or their powers of eminent domain.

25.5 Possession and Control. Tenant is and shall be in exclusive control and possession of the Premises, and Landlord shall not, in any event whatsoever, be liable for any injury or damage to any property or to any person happening in, on or about the Premises, nor for any injury or damage to any property of Tenant, or of any other person or persons contained therein, unless caused by the negligence or willful intentional act of the Landlord. Notwithstanding the foregoing, however, Landlord is expressly permitted to enter and inspect the Premises at all reasonable times and upon reasonable notice pursuant to this Section. Such entering and inspections rights are, however, made for the sole and express purpose of enabling Landlord to be informed as to whether Tenant is complying with the agreements, terms, covenants and conditions of this Agreement and if Landlord so desires, to do such acts as Tenant shall have failed to do after notice from Landlord as otherwise required herein. Such access and inspection rights shall not in any event impose upon Landlord any obligations not expressly set forth herein.

26. RELEASE AND CONDITION OF THE PREMISES.

26.1. Sole Reliance. Tenant is relying solely upon its own inspections, investigations and analyses of the Premises and is not relying in any way upon the representations, statements, agreements, warranties, studies, reports, descriptions, guidelines or other information or material furnished by the Landlord or its representatives, whether oral or written, express or implied, of any nature whatsoever regarding the Premises.

26.2 As-Is, Where-Is.

26.2.1. TENANT ACKNOWLEDGES AND AGREES THAT THE PREMISES, AND ALL COMPONENTS THEREOF, ARE BEING LEASED IN AN "AS-IS," "WHERE-IS" CONDITION, "WITH ALL FAULTS" RELATING TO THE PHYSICAL CONDITION OF THE PREMISES AND SPECIFICALLY AND EXPRESSLY WITHOUT ANY WARRANTIES, REPRESENTATIONS OR GUARANTIES AS TO THE PHYSICAL CONDITION OF THE PREMISES, EITHER EXPRESS OR IMPLIED, OF ANY KIND, NATURE, OR TYPE WHATSOEVER FROM OR ON BEHALF OF THE LANDLORD.

26.2.2. TENANT ACKNOWLEDGES AND AGREES THAT, EXCEPT AS SET FORTH IN THIS AGREEMENT, THE LANDLORD HAS NOT, DOES NOT AND WILL NOT MAKE ANY WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, WITH RESPECT TO ANY WARRANTY OF CONDITION, MERCHANTABILITY, HABITABILITY, OPERABILITY OR FITNESS FOR A PARTICULAR USE, OR WITH RESPECT TO THE VALUE, PROFITABILITY OR MARKETABILITY OF THE PREMISES.

26.2.3. TENANT ACKNOWLEDGES AND AGREES THAT, LANDLORD HAS NOT, DOES NOT AND WILL NOT MAKE ANY REPRESENTATION OR WARRANTY WITH REGARD TO COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS INCLUDING BUT NOT LIMITED TO, THOSE PERTAINING TO THE HANDLING, GENERATING, TREATING, STORING OR DISPOSING OF ANY HAZARDOUS WASTE, MATERIAL OR SUBSTANCE.

Tenant acknowledges that, the As-Is and Where-Is condition and faults of the Premises for purposes of this Section include the following: (i) the quality, nature, adequacy or physical condition of the Premises including, but not limited to, the structural elements, foundation, roof, appurtenances, access, landscaping, or the electrical, mechanical, HVAC, or sewage at the Premises, if any; (ii) the quality, nature, adequacy or physical condition of soils, sub-surface support or ground water at the Premises; (iii) the existence, quality, nature, adequacy or physical condition of any utilities serving the Premises, or access thereto; (iv) the qualification or feasibility of the Premises; (v) the zoning classification, use or other legal status of the Premises; (vi) the Premises' compliance with any applicable building codes and setback requirements; or (vii) the quality of any labor or materials relating in any way to the Premises.

27. NOTICE; APPROVALS.

27.1. Notices. All notices required under this Agreement shall be in writing and shall be delivered either (i) personally with a receipt obtained; (ii) by certified mail, postage prepaid, return receipt requested; (iii) by nationally recognized overnight courier service; or (iv) by facsimile transmission or electronic mail with a hard copy sent by regular mail on the date of the facsimile transmission. Any notice required or permitted under this Agreement shall be properly addressed as follows.

TO LANDLORD:

City of Deerfield Beach
David Santucci, City Manager
150 NE 2nd Avenue
Deerfield Beach, Florida 33441
DSantucci@Deerfield-Beach.com

With a Copy to:

Anthony C. Soroka, Esq.
Weiss Serota Helfman Cole & Bierman
2255 Glades Road, Suite 200-E
Boca Raton, Florida 33431
ASoroka@wsh-law.com

TO TENANT:

Deerfield Beach Café, LLC
Danielle Rosse
245 NE 21st Avenue
Deerfield Beach, Florida 33341

With a Copy to:

Joel Koeppel, Esq.
Koeppel Law Group
1515 N Flagler Dr Ste 220
West Palm Beach, FL 33401

27.2. Whenever this Agreement provides for Landlord's approval or consent, said approval or consent shall be in writing, absent which any alleged approval or consent shall not be binding on Landlord.

27.3. Whenever Landlord's or Tenant's approval or consent is required pursuant to this Agreement, it shall not be unreasonably withheld or delayed, except as may otherwise be expressly provided herein.

27.4. Either party, from time to time, by such notice, may specify another address to which subsequent notice shall be sent. Any notice given by mail shall be deemed given three (3) days following the date of certified mailing.

28. SURRENDER OF PREMISES.

28.1. Condition of Premises at Termination of Agreement. Tenant covenants and agrees to yield and deliver peaceably and promptly to Landlord, possession of the Premises at the end of the Term of this Agreement or upon any cancellation or early termination of this Agreement. Tenant shall surrender the Premises in good condition, including all Furniture, Fixtures and Equipment, as required pursuant to this Lease, so that it can continue to operate, fully equipped, reasonable wear, tear, casualty and condemnation excepted. All maintenance and repairs shall be completed prior to surrender.

28.2. Holding Over. Without limiting Landlord's rights and remedies, if Tenant holds over in possession of the Premises after the expiration of the Term or cancellation or earlier termination thereof, Tenant shall pay Landlord two hundred percent (200%) of the amount of Rent then applicable.

28.3. Acceptance of Surrender. No agreement of surrender or to accept a surrender of this Lease shall be valid unless and until the same shall have been reduced to writing and signed by the duly authorized representatives of Landlord and of Tenant in a document of equal dignity and formality as this Lease. Except as expressly provided in this Lease, neither the doing of nor any omission to do any act or thing by any of the officers, agents or employees of Landlord shall be deemed an acceptance of a surrender of letting under this Lease.

29. MISCELLANEOUS.

29.1. Interpretation; Section Headings. The terms Landlord and Tenant as herein contained shall include singular and/or plural, masculine, feminine and/or neuter, heirs, successors, personal representatives and/or assigns wherever the context so requires or admits. The terms and provisions of this Agreement are expressed in the total language of this Agreement and the Section headings are solely for the convenience of the reader and are not intended to be all-inclusive and shall not be deemed to limit or expand any of the provisions of this Agreement.

29.2. Addendums; Exhibits; No Recording. Any amendment or addendum to this Agreement shall be in writing and formally executed by both parties in the same manner as this Agreement, and shall be expressly deemed incorporated by reference herein unless a contrary intention is clearly stated therein. All exhibits attached to this Agreement are hereby incorporated in and made a part hereof. Neither this Agreement nor any memorandum or short form thereof shall be recorded in the Public Records of Broward County, Florida.

29.3. Brokerage Commissions. Tenant represents and warrants that it has dealt with no broker, salesman, agent or other person in connection with this Agreement and that no broker, salesman agent or other person brought about this transaction, and Tenant agrees to indemnify and hold Landlord harmless from and against any claims by any broker, salesman, agent or other person claiming a commission or other form of compensation by virtue of having dealt with Tenant with regard to this leasing transaction.

29.4. Force Majeure and Unavoidable Delays. Landlord and Tenant shall be excused from performing any term, condition or covenant in this Lease for so long as such performance is delayed or prevented by "Force Majeure", which shall mean labor controversies, strikes and lockouts (whether lawful or not) either industry-wide or with third parties other than Landlord and Tenant, respectively, acts of God, inability to obtain fuel or power, national or local emergencies, restrictions imposed by any governmental authority, civil riots, floods, and any other causes not reasonably within the control of

Landlord or Tenant and which by the exercise of due diligence, Landlord or Tenant, respectively, is unable, wholly or in part, to prevent or overcome. Notwithstanding the foregoing, and other than as specifically provided for in paragraph 4.4 of this Lease, the provisions of this paragraph shall not operate to excuse Tenant from the prompt payment of rent, percentage rent, additional rent or any other payments required herein.

29.5 Tenant's Corporate Status and Representations. Tenant is a limited liability company organized and existing under the laws of the State of Florida and its current registration status is active and in good standing. Attached hereto as Exhibit "E" are a true, complete and correct copy of Tenant's Articles of Incorporation and the names of the owners/members and the percentage ownership or membership interest of the Tenant owned by each owner.

29.6 RADON IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL AND STATE GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN FLORIDA. ADDITIONAL INFORMATION REGARDING RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY PUBLIC HEALTH UNIT.

29.7 Entire Agreement. This Agreement contains the entire agreement between the parties hereto and all previous negotiations leading thereto and it may be modified only by an agreement in writing signed by Landlord and Tenant. No surrender of the Premises or of the remainder of the Term of this Agreement shall be valid unless accepted by Landlord in writing. Tenant acknowledges and agrees that Tenant has not relied upon any statement, representation, prior written or prior or contemporaneous oral promises, agreements or warranties except such as are expressed herein.

29.8 Authorized Representatives. Tenant designates Danielle Rosse as its authorized representative to Landlord on all matters in connection with this Agreement. Landlord designates the City Manager of the City of Deerfield Beach (or his/her designee) as Landlord's authorized representative to Tenant on all matters in connection with this Agreement. Each party shall have the right to rely upon the authority of the authorized representative of the other party to take any and all action pursuant to this Agreement. Either party shall have the right to change its designated representative upon written notice. All requests for action or approvals by the Landlord shall be sent to the City Manager for decision as to who within the Landlord, including the City Commission, must act or approve the matter on behalf of the Landlord.

29.9 No Discrimination. Tenant agrees that, in the performance of its obligations hereunder, neither it nor its employees or agents will discriminate (nor will they permit to occur any discrimination) as to race, color, creed, handicap, sexual orientation or national origin in any aspect of the Pier Restaurant Operations or in the performance by Tenant (or its employees, operator, or agents) of its obligations under this Agreement.

29.10 Drug Free Workplace Policy. Tenant agrees that, during the Term of this Agreement, it will implement a Drug Free Workplace policy, and will take such steps as may be necessary with regard to the hiring, disciplining and firing of its employees, agents, servants and contractors, as will insure that the Pier Restaurant Operations are operated in a drug free fashion.

29.11 Right of Quiet Enjoyment to Premises. Notwithstanding anything herein to the contrary, Landlord covenants that Tenant upon fulfilling its obligations hereunder, may peaceably and quietly possess, manage, and operate the Premises.

29.12 Florida and Local Laws Prevail; Compliance with Laws. This Agreement shall be governed by the laws of the State of Florida. This Agreement is subject to and shall comply with the Charter and Code of Ordinances of the City of Deerfield Beach. Any conflicts between the provisions of this Agreement and the aforementioned laws and Charter shall be resolved in favor of the latter. Venue for any litigation involving this Agreement shall be in Broward County, Florida.

29.13 Severability. If any term, covenant, or condition of this Agreement or the application thereof to any person or circumstances shall to any extent be illegal, invalid, or unenforceable because of present or future laws or any rule or regulation of any governmental body or entity or becomes unenforceable because of judicial construction, the remaining terms, covenants and conditions of this Agreement, or application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

29.14 Conflicts of Interest: Landlord Representatives Not Individually Liable. No member, official, representative, or employee of Landlord shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official, representative or employee participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested. No member, official, elected representative or employee of Landlord shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested. No member, official, elected representative or employee of Landlord shall be personally liable to Tenant or any successor in interest in the event of any default or breach by Landlord or for any amount which may become due to Tenant or successor or on any obligations under the terms of this Agreement.

29.15 Non-Subordination of Landlord's Interest in Premises. Landlord's fee interest in and ownership of the Premises shall not be subject or subordinate to or encumbered by any lien or encumbrances affecting Tenant's interest in this Agreement

or Premises or by any action or conduct of Tenant hereunder. Notwithstanding the provisions of this section, as well as sections 5.5 and 17, and any other reference that provides that the Premises may not be encumbered, Landlord shall have no objection to Tenant entering into financing or leasing agreements that are secured by Tenant's personal property and Landlord agrees to execute any such documents verifying that fact as may be required by Tenant's lender or lessor.

29.16 No Personal Liability of City Commission Members, Administrative Officials or Representatives of Landlord. Tenant acknowledges that this Agreement is entered into by a municipal corporation as landlord and Tenant agrees that no individual City Commissioner, administrative official or representative of Landlord shall have any personal liability under this Agreement or any document executed in connection with the transactions contemplated by this Agreement.

29.17 Prevailing Party; Attorneys' Fees. In the event of any controversy, claim or dispute between the parties arising from or relating to this Agreement (including, but not limited to, the enforcement of any indemnity provisions), the prevailing party shall be entitled to recover reasonable costs, expenses and attorneys' fees including, but not limited to, court costs and other expenses through all appellate levels.

29.18 Waiver of Jury Trial. It is mutually agreed by and between Landlord and Tenant that the respective parties hereto shall and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters arising out of or in any way connected with this Agreement, the relationship of Landlord and Tenant, and Tenant's use or occupancy of the Building. Tenant further agrees that the provisions for payment of Rent herein are independent covenants of Tenant and Tenant shall not interpose any noncompulsory counterclaim or counterclaims in a summary proceeding or in any action based upon nonpayment of Rent or any other payment required of Tenant hereunder.

29.19 Time of Essence. It is understood and agreed between the parties hereto that time is of the essence in all the terms and provisions of this Agreement.

29.20 Successors and Assigns. All terms and provisions of this Agreement to be observed and performed by Tenant shall be applicable to and binding upon Tenant's respective heirs, personal representatives, successors and assigns, subject, however, to the restrictions as to assignment and subletting by Tenant as provided herein.

29.21 Police/Regulatory Powers. City cannot, and hereby specifically does not, waive or relinquish any of its regulatory approval or enforcement rights and obligations as it may relate to regulations of general applicability which may govern the Premises, any improvements thereon, or any operations at the Premises. Nothing in this Agreement shall be deemed to create an affirmative duty of City to abrogate its sovereign right to exercise its police powers and governmental powers by approving or disapproving or taking any other action in accordance with its zoning and land use codes, administrative

codes, ordinances, rules and regulations, federal laws and regulations, state laws and regulations, and grant agreements. In addition, nothing herein shall be considered zoning by agreement.

29.22 Negotiated Agreement. The parties have substantially contributed to the drafting and negotiation of this Agreement and this Agreement shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other. The parties hereto acknowledge that they have thoroughly read this Agreement, including all exhibits and attachments hereto, and have sought and received whatever competent advice and counsel was necessary for them to form a full and complete understanding of all rights and obligations herein.

29.23 Public Entity Crimes Act. Tenant represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133 of the Florida Statutes), which essentially provides that a person or affiliate who is a contractor, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to Landlord and may not submit bids on leases of real property to Landlord for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement. Tenant represents that there has been no determination that it has committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Tenant has been placed on the convicted vendor list.

29.24 Ownership and Access to Records; Right to Audit. All books, records, documents, deliverables, papers and financial information (the "Records") that result from this Agreement and the Tenant leasing the Premises and providing the Pier Restaurant Operations pursuant to this Agreement or in any manner related to this Agreement shall be maintained by the Tenant in accordance with the Florida's "Public Records Act", and in accordance with the requirements of applicable Florida Law. The City shall, during the term of this Agreement, and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any Records of the Tenant pursuant to this Agreement or in any manner related to this Agreement. The City may cancel and terminate this Agreement immediately for refusal by the Tenant to allow access by the City to any Records pertaining to the lease of the Premises and the Pier Restaurant Operations or in any manner related to this Agreement that are subject to the provisions of Chapter 119, Florida Statutes.

[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]
PIER RESTAURANT LEASE AGREEMENT

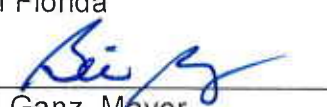
IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement effective as of the last date of execution shown below.

LANDLORD

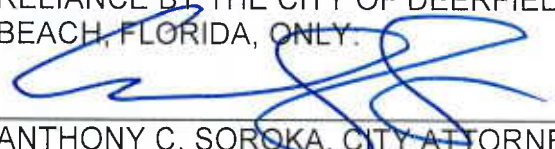
CITY OF DEERFIELD BEACH, a
municipal corporation of the
State of Florida

ATTEST:


HEATHER MONTEMAYOR, CITY CLERK

By: 
Bill Ganz, Mayor
Date: 8.22.23

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

STATE OF FLORIDA

COUNTY OF Broward)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 22nd day of August, 2023 by Bill Ganz, the Mayor of CITY OF DEERFIELD BEACH, a Florida municipal corporation, who executed the foregoing Lease Agreement on behalf of the said municipal corporation. He/she is personally known to me or has produced _____ as identification.




(Signature of person taking acknowledgment)
Tracy Britten
(Name typed, printed or stamped)

My Commission expires: 12.13.26

My Commission Number: 332874

PIER RESTAURANT LEASE AGREEMENT

TENANT

WITNESSED

DEERFIELD BEACH CAFÉ, LLC

Corporate Secretary

By: [Signature]
Signature

Print Name: Danielle Rosse

STATE OF FLORIDA

Title: Managing member

COUNTY OF Broward)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 22nd day of August, 2023 by Danielle Rosse, the managing member of DEERFIELD BEACH CAFÉ, LLC, a Florida Limited Liability Company, who executed the foregoing Lease Agreement on behalf of the said limited liability company. He/She is personally known to me or has produced _____ as identification.

[Signature]
Signature of person taking acknowledgment)

(Name typed, printed or stamped)

My Commission expires: _____

My Commission Number: _____



EXHIBIT "A"

PREMISES

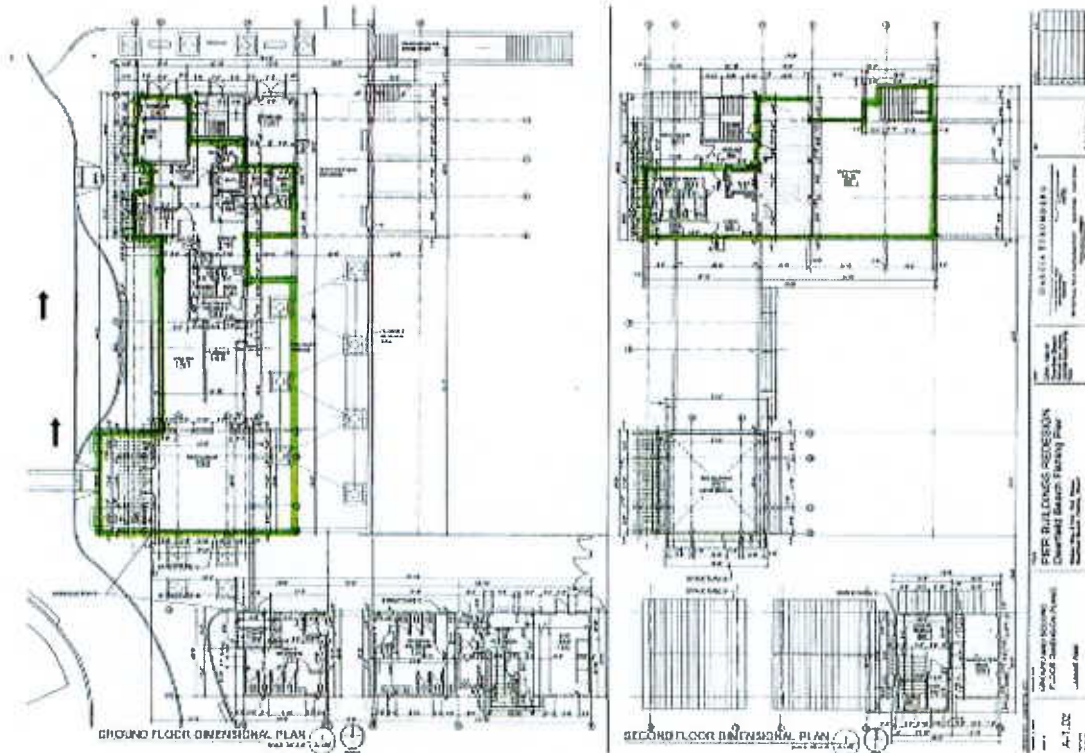


EXHIBIT "B"

**TENANT IMPROVEMENTS AND INITIAL CAPITAL INVESTMENT;
ESTIMATED COSTS**

Tenant anticipates the hard and soft costs of the Tenant Improvements to the Premises to be \$2,433,850.10 including furniture, fixtures and equipment and startup costs and start-up reserves.

The following are the proposed Tenant Improvements and estimated costs:

[SEE THE FOLLOWING PAGE]

<u>Acquisition Costs</u>		
City of DFB - Cost recovery fee (lease negotiation)	\$	7,500.00
ITN Deposit	\$	15,000.00
Lease Security Deposit (6 months rent)	\$	105,000.00
Total Acquisition	\$	127,500.00
<u>Architecture Design</u>		
Architect, ID, Kitchen Design, MEP	\$	40,000.00
Expeditor	\$	5,000.00
Permit & Licensure Fees	\$	15,000.00
Total Architecture design	\$	60,000.00
<u>Construction Costs</u>		
Signage	\$	15,000.00
Awning	\$	75,000.00
HVAC	\$	60,000.00
Construction Costs	\$	689,581.00
GC Fee/General Conditions	\$	196,500.00
Total Construction Costs	\$	1,036,081.00
<u>FF&E</u>		
Audio Visual Equipment, Cameras	\$	15,000.00
Kitchen & Bar Equipment	\$	300,000.00
Tables/Chairs/Barstools	\$	73,500.00
Art & Décor	\$	40,000.00
Computer/Office Equipment	\$	5,000.00
POS Equipment	\$	20,000.00
Patio Heaters	\$	3,500.00
Display menu screens (grab & go area)	\$	10,000.00
Total FF&E	\$	467,000.00
<u>Pre-Opening Expenses</u>		
Supplies/Plates/silverware/Glassware, misc	\$	30,000.00
Table Lights	\$	3,510.00
Opening Merchandise	\$	15,000.00
Uniforms	\$	7,500.00
Menus	\$	3,000.00
Opening F&B Inventory	\$	40,000.00
Pre Opening Payroll & Training	\$	40,000.00
F&B For training	\$	20,000.00
Attorney & Accountant Fees	\$	25,000.00
Builders Risk Insurance	\$	5,000.00
Opening PR & Marketing	\$	60,000.00
Website & Brand Creation	\$	40,000.00
Utilities Deposit	\$	10,000.00
Pre opening Utilities	\$	20,000.00
All Business & Liquor licenses	\$	3,000.00
Opening Capital	\$	200,000.00
Total Pre-Opening Expenses	\$	522,010.00
	\$	2,212,591.00
Contingency 10%	\$	221,259.10
TOTAL		\$ 2,433,850.10

EXHIBIT "C"

RENT SCHEDULE

Base Rent. Starting upon the date that is six (6) months after the Occupancy Date, Base Rent shall be due and payable from Tenant to Landlord in the amounts and in the manner set forth in this Rent Schedule. Base Rent for the first Rental Year of the Term shall be \$210,000.00 per year (\$17,500.00 per month) payable on the first day of each month, plus sales tax, as applicable. The Base Rent for each successive Rental Year of the initial Term shall escalate at 2.0% annually.

The Rent Schedule set forth below shall be controlling over any language description of the amount of Base Rent.

Year	Monthly Base Rent	Annual Base Rent	% Rent	Annual Breakpoint Sales
1	\$ 17,500.00	\$ 210,000.00	5% of Gross Sales over Breakpoint	\$ 4,200,000.00
2	\$ 17,850.00	\$ 214,200.00	5% of Gross Sales over Breakpoint	\$ 4,284,000.00
3	\$ 18,207.00	\$ 218,484.00	5% of Gross Sales over Breakpoint	\$ 4,369,680.00
4	\$ 18,571.14	\$ 222,853.68	5% of Gross Sales over Breakpoint	\$ 4,457,073.60
5	\$ 18,942.56	\$ 227,310.75	5% of Gross Sales over Breakpoint	\$ 4,546,215.07
6	\$ 19,321.41	\$ 231,856.97	5% of Gross Sales over Breakpoint	\$ 4,637,139.37
7	\$ 19,707.84	\$ 236,494.11	5% of Gross Sales over Breakpoint	\$ 4,729,882.16
8	\$ 20,102.00	\$ 241,223.99	5% of Gross Sales over Breakpoint	\$ 4,824,479.80
9	\$ 20,504.04	\$ 246,048.47	5% of Gross Sales over Breakpoint	\$ 4,920,969.40
10	\$ 20,914.12	\$ 250,969.44	5% of Gross Sales over Breakpoint	\$ 5,019,388.79
11	\$ 21,332.40	\$ 255,988.83	5% of Gross Sales over Breakpoint	\$ 5,119,776.56
12	\$ 21,759.05	\$ 261,108.60	5% of Gross Sales over Breakpoint	\$ 5,222,172.10
13	\$ 22,194.23	\$ 266,330.78	5% of Gross Sales over Breakpoint	\$ 5,326,615.54
14	\$ 22,638.12	\$ 271,657.39	5% of Gross Sales over Breakpoint	\$ 5,433,147.85
15	\$ 23,090.88	\$ 277,090.54	5% of Gross Sales over Breakpoint	\$ 5,541,810.80
16	\$ 23,552.70	\$ 282,632.35	5% of Gross Sales over Breakpoint	\$ 5,652,647.02
17	\$ 24,023.75	\$ 288,285.00	5% of Gross Sales over Breakpoint	\$ 5,765,699.96
18	\$ 24,504.22	\$ 294,050.70	5% of Gross Sales over Breakpoint	\$ 5,881,013.96
19	\$ 24,994.31	\$ 299,931.71	5% of Gross Sales over Breakpoint	\$ 5,998,634.24
20	\$ 25,494.20	\$ 305,930.35	5% of Gross Sales over Breakpoint	\$ 6,118,606.92
		\$ 5,102,447.66		

Percentage Rent. In addition to Base Rent, commencing in the second Rental Year of the initial Term and continuing throughout the Term of the Agreement (including any and all Renewal Terms), Tenant shall pay to Landlord Percentage Rent ("Percentage Rent") in an amount equal to five percent (5.0%) of Gross Revenues for the Rental Year in question, solely to the extent that the Percentage Rent amount exceeds the Base Rent, adjusted annually. Percentage Rent shall be payable on the first day of each quarter of the Term, plus sales tax, as applicable.

EXHIBIT "D"
INSURANCE REQUIREMENTS

A. Coverages Required. In accordance with Paragraph 12 of this Agreement, Tenant shall provide the required insurance policies, placed only with carries carrying on A.M. Best or equivalent rating of A-VII or better as set forth below:

1. Comprehensive General Liability Insurance to protect against bodily injury, death and property damage in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) annual aggregate. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability Policy, without restrictive endorsements, as filed by the Florida Insurance Services Office and must include: Premises and Operations, Independent Contractors and Broad Form Contractual Coverage covering all liability arising out of the terms of this Lease.

2. Business Automobile Liability Insurance in an amount not less than One Million Dollars (\$1,000,000.00) combined single limit. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include: Owned, Non-owned and Hired vehicles.

3. Workers' Compensation and Employer's Liability Insurance to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws with no less than One Hundred Thousand Dollars (\$100,000.00) in employer liability.

4. Rental Loss (Business Interruption) Insurance in an amount equal to twelve (12) months of not less than eighty percent (80%) of the then applicable Base Rent, taxes, insurance and utility charges.

5. Renter's or Contents Insurance in an amount not less than 100% of the insurable replacement value of all furnishings, fixtures and equipment owned by Tenant and located at the Premises including but not limited to the Improvements.

6. Liquor Liability Policy in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) annual aggregate.

7. Builder's Risk Insurance with respect to all Improvements and alterations undertaken by Tenant during the Term.

8. Hazard Insurance. Insurance covering the Premises and Tenant Improvements, and all FF&E, merchandise and other items of Tenant's property or any other property in the Premises, against all loss or damage for hazards under an "all risk" or "special form" property insurance policy including, but not limited to, the perils of fire, lightning, water, sprinkler leakage, bursting or stoppage of pipes, wind, vandalism, malicious mischief, theft, explosion, and perils typically provided under an Extended Coverage Endorsement or Special Property Coverage Form, in an amount equal to 100% of the full replacement value of such property, and business interruption coverage for the actual loss sustained with respect to business interruption.
- B. Tenant acknowledges and agrees that all insurance policies provided by Tenant shall be deemed primary coverage. Additionally, Tenant acknowledges and agrees that the monetary coverages specified above are the minimum acceptable coverages applicable solely to the Premises without regard to any other business operations or locations insured by Tenant. In particular, the specified "aggregate" coverages shall apply solely to the Premises.
- C. Cancellation. Coverage is not to case and is to remain in full force (subject to cancellation notice) throughout the Term. All policies must be endorsed to provide Landlord with at least 30 calendar days' notice of cancellation, restriction or both. If any of the insurance coverages will expire prior to the termination of this Lease, copies of renewal policies shall be furnished at least 60 calendar days' prior to the date of their expiration.
- D. Deficiencies. When such policies or certificates have been delivered by Tenant to Landlord as aforesaid and at any time thereafter, Landlord may notify Tenant in writing that, in the reasonable opinion of Landlord the insurance represented does not conform with the requirements set forth in this Exhibit either because the amount or because the insurance company or for any other reason does not comply, and Tenant shall have 30 calendar days to cure such defect to the extent required pursuant to the Lease Agreement.
- E. Review of Coverage. The aforesaid minimum limits of insurance shall be reviewed from time to time by Landlord (but no more frequently than every five (5) Lease Years) and may be adjusted if Landlord reasonable determines that such adjustments are necessary to protect Landlord's interest provided such coverages shall not exceed the amount of coverage required at the time of such review by similar quality projects in Broward County, Florida.
- F. Service of Process. The insurance shall be written by companies authorized to do business in the State of Florida and having agents upon whom service of process may be made in the State.

EXHIBIT "E"
ARTICLES OF INCORPORATION OF TENANT

BUSINESS IMPACT ESTIMATE¹

Meeting Date: May 20, 2025

Agenda Item No. 8

Summary of Proposed Ordinance and Statement of Public Purpose to be Served

At the August 22, 2023 City Commission Meeting, the City Commission passed and adopted Ordinance No. 2023/007 approving and authorizing execution of a Lease Agreement (the "Lease") with Deerfield Beach Café, LLC n/k/a 202 DFB, LLC ("Tenant") of the City's Pier Restaurant space, for an initial Lease term of twenty years, with the mutual option to renew for two additional five year periods.

Due to circumstances beyond the City's and the Tenant's reasonable control, including specifically the prior tenant's, Class Act Restaurant Group, LLC, failure to vacate the Premises located at 202 NE 21st Avenue at the expiration of its lease, the City was unable to deliver possession of the premises to Tenant on November 1, 2023, as contemplated by the Lease.

The Proposed Ordinance is amending the lease agreement between the City and Tenant to provide for the City to deliver possession of the Premises to the Tenant on June 1, 2025, update the Possession Date and revise the Lease Commencement Date, provide for the release of all claims against the City that could be brought by the Tenant for not delivering possession of the Premises prior to the updated Possession Date, and to make certain modifications as provided in the lease amendment.

Estimate of Direct Economic Impact on Private/For Profit Businesses

- a. Estimate of Direct Business Compliance Costs: n/a
- b. New Charges/Fees on Businesses Impacted: n/a
- c. Estimate of Regulatory Costs: n/a

Good Faith Estimate of Number of Businesses Likely Impacted: There is one business impacted by the proposed Ordinance, which is the Tenant.

Any Additional Information: none

¹ Business Impact Estimate does not apply to the following:

- 1. Ordinances required for compliance with federal or state law or regulation;
- 2. Ordinances related to the issuance or refinancing of debt;
- 3. Ordinances relating to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- 4. Ordinances required to implement a contract/agreement;
- 5. Emergency ordinances;
- 6. Ordinances relating to procurement;
- 7. Ordinances enacted to implement the following:
 - a. Development Orders and Development Permits as defined in Section 163.3164, F.S. and Development Agreements, as authorized by the Florida Local Government Development Act under ss. 163.322—163.3243.
 - b. Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the municipality.
 - c. Sec. 190.005, F.S. and Sec. 190.046, F.S..

-
- d. Sec. 553.73, F.S. (Fla. Building Code).
 - e. Sec. 633.202, F.S. (Fla. Fire Prevention Code).
 - f. Comprehensive Plan Amendments and land development regulation amendments initiated by an application by a private party other than the municipality.



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2025-207

Agenda Date: 5/20/2025

Status: CONSENT - BOARD
APPOINTMENTS

In Control: City Commission

Title

Resolution 2025/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, appointing Shyvonna Rolle as an alternate member of the African American Heritage Committee; and providing for an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

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 regular member and one 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.

Shyvonna Rolle has expressed an interest in serving on the Board and has been nominated by Mayor Drosky to serve as an alternate member. Ms. Rolle has also passed the required Level II Background Check.

Current Activity

Upon approval, the Board will have five regular members with no vacancies, and one alternate with four vacancies.

Recommendation

Approval is recommended.

RESOLUTION NO. 2025/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPOINTING SHYVONNA ROLLE AS AN ALTERNATE MEMBER TO THE AFRICAN AMERICAN HERITAGE COMMITTEE; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Section 2-210.8 of the City Code of Ordinances creates the African American Heritage Committee (the “Committee”) to provide recommendations and input to the City 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, Shyvonna Rolle has been nominated by Mayor Drosky to serve as an alternate member on the Committee.

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

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

Section 2. Shyvonna Rolle is hereby appointed to serve as an alternate member on the Committee for a two-year term ending on May 20, 2027.

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

PASSED AND ADOPTED THIS _____ DAY OF _____, 2025.

TODD DROSKY, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK



Nominating Form

Application for Appointment to Board or Committee

Date: April 22, 2025

The attached application from Shyvonna Rolle for the African American Heritage Board has been received.

The board's liaison has verified that the applicant is qualified and that all prerequisites have been met.

- ☐ Regular Member
☒ Alternate Member

Please place this application on an upcoming agenda for consideration for appointment.

 04-22-2025

Signature:

Date:

Appointing
Elected Official:

- ☒ Mayor Todd Drosky
☐ Vice Mayor Ben Preston
☐ Commissioner Michael Hudak
☐ Commissioner Daniel Shanetzky
☐ Commissioner Tom Plaut

Please return to City Administration for processing.



City of Deerfield Beach
Application for Advisory Board or Committee

Advisory Board or Committee you are applying for: African American Heritage Board

Please be advised that a Level II background check is required for the African American Heritage Board, Cultural Committee, Education Advisory Board, and Planning and Zoning Board.

Are you willing to be considered for an alternate Board or Committee? Yes ☒ No ☐

Name SHYVONNA ROLLE

Address 1441 SW 6TH WAY

City Deerfield Beach State Florida Zip 33441

I reside in District # (can be found on back of your Voter Registration Card) 2

Year- Round Resident? Yes ☒ No ☐

If No, what months are you away? N/A

Home Phone (954)907-3802 Work/Mobile Phone (954)907-3802

E-mail shyvonnarolle@gmail.com

Employer CARING PEOPLE INC.

Address 6576 N University Dr, Tamarac, FL 33321

Occupation (if retired, please indicate and list former occupation) HOME HEALTH NURSE

Please list any governmental Advisory Boards or Committees on which you currently serve:
NONE

Complete the following. Please describe those facets of your background/experience which you feel may be useful for membership on this Board/Committee.

Academic: Degrees, Diplomas

Bachelor's of Science- Nursing

Professional: Certification(s)

Emergency Management & Response (CPR, First Aid, Basic Life Support- Certified),
Certified Plebotomist, Certified PCA, Certified Nursing Assistant & Home Health Aide

Knowledge: Training, interest or experience

Lead Concierge- Assisted Living/Memory Care, Safety & Security Awareness, Cultural Customer
Service Excellence, Competency and Empathy, Leadership & Team Collaboration

Community Involvement: List organizations/positions

Deerfield Beach Community Cares, Board Member
Former, President-Elect- Kiwanis, West of Deerfield Beach,

Organizations: Memberships

Radiant Living Worship Center- Reverend
Delta Sigma Theta Sorority Inc.
Fellowship of Christian Athletes (FCA)

I understand that in accordance with the Florida Sunshine Law, this information may be made public. I understand that the appointment is for voluntary, uncompensated service. If appointed, I agree to faithfully and fully perform the duties of my office, will make every endeavor to serve my full term, and will comply with all laws and ordinances of the City, County and State of Florida, particularly those pertaining to the conduct of public officials and the financial disclosure requirements, if applicable to my position.

Signature:

Date: 4/16/25

Print Name: SHYVONNA ROLLE

Return completed application to:

City Clerk's Office

150 NE 2nd Avenue, Deerfield Beach, FL 33441

Phone: 954-480-4213

Website: www.deerfield-beach.com

Fax: 954-480-4323

E-mail: web.clerk@deerfield-beach.com

PLEASE NOTE: Resumes/Additional information may be included; however, the application MUST be completed.



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 Thursday of each month, normally at 12:00 p.m., at the Johnny L. Tigner Center located 445 SW 2nd Street, Deerfield Beach, FL 33441. 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 1/15/2025

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	2024/172	11/19/24	11/15/26
Lawanna Strowbridge (District 1)	289 SW 2nd Court, Deerfield Beach, FL 33441	954-482-0694 (h) 954-290-5000	SELF	2024/172	11/19/24	11/15/26
Tavares Hill (District 2)	133 SW 2 nd Street Deerfield Beach, FL 33441	954-821-1902	NEW	2024/172	11/19/24	11/15/26
Annette Mitchell (District 3)	760 SE 2nd Ave, C102, Deerfield Beach, FL 33441	754-422-9698 (h) 954-425-8449	SELF	2024/172	11/19/24	11/15/26
Suzanne Ffolkes (District 4)	583 NW 39 th Avenue Deerfield Beach, FL 33442	954-573-7024 (h) 202-725-7135 (c)	NEW	2025/002	1/14/25	1/14/27

Name <i>Alternate Members</i>	Address	Phone	Replaces	Resolution Number	Date Appointed	Term Expires
VACANT (Mayor)			NEW			
VACANT (District 1)			NEW			
VACANT (District 2)			HILL			04/02/26
VACANT (District 3)			NEW			
VACANT (District 4)			NEW			

REVISED 1/15/2025



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2025-191

Agenda Date: 5/20/2025

Status: CONSENT - BOARD
APPOINTMENTS

In Control: City Commission

Title

Resolution 2025/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, appointing members to the Charter Review Board; and providing for an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

In October 2024, the City Commission adopted Ordinance 2024/016 establishing a Charter Review Board (the "Board") for the purpose of reviewing the City Charter and making recommendations to the City Commission regarding potential amendments to the City Charter. The Board shall consist of five regular voting members and five alternate members appointed by the City Commission. The Mayor and each Commissioner shall have the right to appoint one regular member and one alternate member.

The members shall be residents and registered voters of the City at the time of appointment and throughout their terms. The Board may submit recommendations to amend the Charter to the City Commission for further consideration. The Board's recommendations shall be nonbinding, and the City Commission shall have sole discretion to determine which proposed Charter amendments, if any, are placed on the ballot for a vote by the City electors, the final wording of any proposed amendments, and the timing of any election on proposed Charter amendments.

Current Activity

Gloria Battle, Hans Bodewig, Diane Chisholm, Jackie Diaz, Tinka Ellington, Victoria Hathaway, Eric Medina, Peggy Noland, and Bernie Parness have all expressed an interest in wanting to serve on the Board. Tinka Ellington has been nominated by Commissioner Hudak to serve as a regular member and Eric Medina has been nominated by Commissioner Hudak to serve as an alternate member. Diane Chisholm has been nominated by Vice Mayor Preston to serve as a regular member and Jackie Diaz has been nominated by Vice Mayor Preston to serve as an alternate member. Bernie Parness has been nominated by Commissioner Shanetzky to serve as a regular member and Victoria Hathaway has been nominated by Commissioner Shanetzky to serve as an alternate member. Hans Bodewig has been nominated by Commissioner Plaut to serve as a regular member. Peggy Noland has been nominated by Mayor Drosky to serve as a regular member and Gloria Battle has been nominated by Mayor Drosky to serve as an alternate member.

Recommendation

Approval is recommended.

RESOLUTION NO. 2025/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPOINTING MEMBERS TO THE CHARTER REVIEW BOARD; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, in October 2024, the City Commission adopted Ordinance No. 2024/016 establishing a Charter Review Board (the “Board”) for the purpose of reviewing the City Charter and making recommendations to the City Commission regarding potential amendments to the City Charter; and

WHEREAS, pursuant to Section 2-67 of the City Code, the Board shall consist of five regular members and five alternate members, and the Mayor and each Commissioner shall have the right to appoint one regular member and one alternate member to the Board; and

WHEREAS, the members of the Board shall serve for a term of one year, provided that the term may be extended for an additional six months in the sole discretion of the City Commission by Resolution, but only to enable the Board to complete its work; and

WHEREAS, Hans Bodewig, Diane Chisholm, Tinka Ellington, Peggy Noland, and Bernie Parness have been nominated to serve as regular members of the Board; and

WHEREAS, Gloria Battle, Jackie Diaz, Victoria Hathaway, and Eric Medina, and have been nominated to serve as alternate members of the Board.

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. Hans Bodewig, Diane Chisholm, Tinka Ellington, Peggy Noland, and Bernie Parness are hereby appointed to serve as regular members of the Charter Review Board for a term commencing on May 20, 2025 and ending on May 20, 2026.

Section 3. Gloria Battle, Jackie Diaz, Victoria Hathaway, and Eric Medina are hereby appointed to serve as alternate members of the Charter Review Board for a term commencing on May 20, 2025 and ending on May 20, 2026.

Section 4. All members of the Board shall serve without compensation.

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2025.

TODD DROSKY, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK



City of Deerfield Beach Application for Advisory Board or Committee

Advisory Board or Committee you are applying for: Charter Review Board

Please be advised that a Level II background check is required for the African American Heritage Board, Cultural Committee, Education Advisory Board, and Planning and Zoning Board.

Are you willing to be considered for an alternate Board or Committee? Yes ☒ No ☐

Name Gloria J. Battle

Address 1240 SW 6th Way

City Deerfield Beach State FL Zip 33441

I reside in District # (can be found on back of your Voter Registration Card) 2

Year- Round Resident? Yes ☒ No ☐

If No, what months are you away?

Home Phone Work/Mobile Phone 954-798-0477

E-mail Gloryahb1@yahoo.com

Employer Retired

Address 1240 SW 6th Way

Occupation (if retired, please indicate and list former occupation) Human Rights Director

Please list any governmental Advisory Boards or Committees on which you currently serve:
Broward County Human Rights Board

Complete the following. Please describe those facets of your background/experience which you feel may be useful for membership on this Board/Committee.

Academic: Degrees, Diplomas

Master's in Community Development
Howard University

Professional: Certification(s)

Housing Development
Florida International University

Knowledge: Training, interest or experience

Public Administration, Fair Housing, Affordable Housing, Governmental Leadership, Historical Preservation, and Politics.

Community Involvement: List organizations/positions

Parish Council, Our Lady of Mercy Catholic Church, Secretary.
House of Hope, Board Member
Broward County Human Rights Board (Member)

Organizations: Memberships

Alpha Kappa Alpha Sorority
National Association of Human Rights Workers, Past President
National Museum of African American History and Culture, Charter Member

I understand that in accordance with the Florida Sunshine Law, this information may be made public. I understand that the appointment is for voluntary, uncompensated service. If appointed, I agree to faithfully and fully perform the duties of my office, will make every endeavor to serve my full term, and will comply with all laws and ordinances of the City, County and State of Florida, particularly those pertaining to the conduct of public officials and the financial disclosure requirements, if applicable to my position.

Signature:

Date: 5/20/25

Print Name: Gloria J. Battle

Return completed application to:
City Clerk's Office
150 NE 2nd Avenue, Deerfield Beach, FL 33441
Phone: 954-480-4213
Website: www.deerfield-beach.com

Fax: 954-480-4323
E-mail: web.clerk@deerfield-beach.com

PLEASE NOTE: Resumes/Additional information may be included; however, the application MUST be completed.



City of Deerfield Beach
Application for Advisory Board or Committee

Advisory Board or Committee you are applying for: Charter Review Board

Please be advised that a Level II background check is required for the African American Heritage Board, Cultural Committee, Education Advisory Board, and Planning and Zoning Board.

Are you willing to be considered for an alternate Board or Committee? Yes ☐ No ☒

Name Hans J Bodewig

Address 277 NW 36th Way

City Deerfield Beach

State FL

Zip 33442

I reside in District # (can be found on back of your Voter Registration Card) 4

Year- Round Resident? Yes ☒ No ☐

If No, what months are you away?

Home Phone

Work/Mobile Phone 954-592-7355 (Mobile)

E-mail hans.j.bodewig.rruh@statefarm.com

Employer Ellie Mills State Farm Agency

Address 843 SE 8th Ave. Deerfield Beach, FL 33442

Occupation (if retired, please indicate and list former occupation) Insurance Agent

Please list any governmental Advisory Boards or Committees on which you currently serve:

Complete the following. Please describe those facets of your background/experience which you feel may be useful for membership on this Board/Committee.

Academic: Degrees, Diplomas

Bachelor of Science Economics. University of Tennessee.

Professional: Certification(s)

Florida Multiple Lines Insurance Agent. License # P198263

Knowledge: Training, interest or experience

I have always being interested in helping from a Ad-Honorem position.

Community Involvement: List organizations/positions

Organizations: Memberships

I understand that in accordance with the Florida Sunshine Law, this information may be made public. I understand that the appointment is for voluntary, uncompensated service. If appointed, I agree to faithfully and fully perform the duties of my office, will make every endeavor to serve my full term, and will comply with all laws and ordinances of the City, County and State of Florida, particularly those pertaining to the conduct of public officials and the financial disclosure requirements, if applicable to my position.

Signature: 

Date: 4/21/2025

Print Name: HAPS BODEWIG

Return completed application to:

City Clerk's Office

150 NE 2nd Avenue, Deerfield Beach, FL 33441

Phone: 954-480-4213

Website: www.deerfield-beach.com

Fax: 954-480-4323

E-mail: web.clerk@deerfield-beach.com

PLEASE NOTE: Resumes/Additional information may be included; however, the application MUST be completed.



City of Deerfield Beach
Application for Advisory Board or Committee

Advisory Board or Committee you are applying for: Charter review committee

Please be advised that a Level II background check is required for the African American Heritage Board, Cultural Committee, Education Advisory Board, and Planning and Zoning Board.

Are you willing to be considered for an alternate Board or Committee? Yes ☒ No ☐

Name Tinka Ellington

Address 1517 SE 6th street

City Deerfield Beach

State FL

Zip 33441

I reside in District # (can be found on back of your Voter Registration Card) District 1

Year-Round Resident? Yes ☒ No ☐

If No, what months are you away?

Home Phone ---

Work/Mobile Phone 9544485226

E-mail tinkaFLA@gmail.com

Employer Compass Florida LLC

Address 101 N Federal Hwy, Floor 5, Boca Raton, FL 33432

Occupation (if retired, please indicate and list former occupation) Realtor

Please list any governmental Advisory Boards or Committees on which you currently serve:

Appearance Board

Complete the following. Please describe those facets of your background/experience which you feel may be useful for membership on this Board/Committee.

Academic: Degrees, Diplomas

Real Estate License and several Real estate awards and diplomas

Professional: Certification(s)

see above

Knowledge: Training, interest or experience

have been in living in District 1 for more than 10 years, more than 24 in the surrounding communities. In depth real estate and new development knowledge as well as business knowledge and network

Community Involvement: List organizations/positions

Was involved in the DFB public Art committee and Kiwanis club, involved at Saint Andrew's school, supporting the tri-country pet rescue society.

Organizations: Memberships

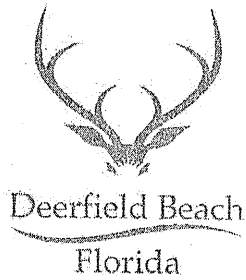
I understand that in accordance with the Florida Sunshine Law, this information may be made public. I understand that the appointment is for voluntary, uncompensated service. If appointed, I agree to faithfully and fully perform the duties of my office, will make every endeavor to serve my full term, and will comply with all laws and ordinances of the City, County and State of Florida, particularly those pertaining to the conduct of public officials and the financial disclosure requirements, if applicable to my position.

Signature: **Tinka Ellington** Digitally signed by Tinka Ellington Date: 2025.05.04 22:01:15 -04'00' Date: 5/4/23

Print Name: Tinka Ellington

Return completed application to:
City Clerk's Office
150 NE 2nd Avenue, Deerfield Beach, FL 33441
Phone: 954-480-4213 Fax: 954-480-4323
Website: www.deerfield-beach.com E-mail: web.clerk@deerfield-beach.com

PLEASE NOTE: Resumes/Additional information may be included; however, the application MUST be completed.



City of Deerfield Beach
Application for Advisory Board or Committee

Advisory Board or Committee you are applying for:

Please be advised that a Level II background check is required for the African American Heritage Board, Cultural Committee, Education Advisory Board, and Planning and Zoning Board.

Are you willing to be considered for an alternate Board or Committee? Yes ☒ No ☐

Name *VICTORIA HATHAWAY*

Address *231 NW 38 PL.*

City *Deerfield Bch.* State *FL.*

Zip *33064*

I reside in District # (can be found on back of your Voter Registration Card) *District #3*

Year-Round Resident? Yes ☒ No ☐

If No, what months are you away?

Home Phone *(954) 8155094* Work/Mobile Phone *Same*

E-mail *VICTORIAHATHAWAY@EARTHLINK.NET*

Employer *(SELF) LOCATION Real Estate*

Address *1500 E. ATLANTIC BLVD. POMEROY Bch. FL.*
33060

Occupation (if retired, please indicate and list former occupation) *REALTOR*

Please list any governmental Advisory Boards or Committees on which you currently serve:

Complete the following. Please describe those facets of your background/experience which you feel may be useful for membership on this Board/Committee.

Academic: Degrees, Diplomas

ASSOCIATE IN ARTS DEGREE

Professional: Certification(s)

Licensed Florida Realtor

Knowledge: Training, interest or experience

Community Involvement: List organizations/positions

Organizations: Memberships

Realtor Association of Broward/Palm Beaches/
ST. LUCIE COUNTY

I understand that in accordance with the Florida Sunshine Law, this information may be made public. I understand that the appointment is for voluntary, uncompensated service. If appointed, I agree to faithfully and fully perform the duties of my office, will make every endeavor to serve my full term, and will comply with all laws and ordinances of the City, County and State of Florida, particularly those pertaining to the conduct of public officials and the financial disclosure requirements, if applicable to my position.

Signature:

Victoria Hathaway

Date:

4/23/25

Print Name:

VICTORIA HATHAWAY

Return completed application to:

City Clerk's Office

150 NE 2nd Avenue, Deerfield Beach, FL 33441

Phone: 954-480-4213

Website: www.deerfield-beach.com

Fax: 954-480-4323

E-mail: web.clerk@deerfield-beach.com

PLEASE NOTE: Resumes/Additional information may be included; however, the application MUST be completed.

RECEIVED

APR 24 2025



City of Deerfield Beach
Application for Advisory Board or Committee
CITY CLERK'S OFFICE

Advisory Board or Committee you are applying for:

CHARTER REVIEW

Please be advised that a Level II background check is required for the African American Heritage Board, Cultural Committee, Education Advisory Board, and Planning and Zoning Board.

Are you willing to be considered for an alternate Board or Committee?

Yes



No



Name

BERNIE PARNESS

Address

3074 HARWOOD F

City

DEERFIELD Bch

State

FL

Zip

33442

I reside in District # (can be found on back of your Voter Registration Card)

Year-Round Resident?

Yes



No



If No, what months are you away?

Home Phone

954 455 5888

Work/Mobile Phone

SADIE

E-mail

bparness2@aol.com

Employer

PARNES Political Consultants LLC

Address

3074 HARWOOD F DEERFIELD Bch FL 33442

Occupation (if retired, please indicate and list former occupation)

Political Consultant

Please list any governmental Advisory Boards or Committees on which you currently serve:

BOARD APPLICATION TO THE
CITY OF DEERFIELD BEACH

Complete the following. Please describe those facets of your background/experience which you feel may be useful for membership on this Board/Committee.

Academic: Degrees, Diplomas

2 YEARS OF COLLEGE

Professional: Certification(s)

POLITICAL ADVISOR FOR 20 YEARS

Knowledge: Training, interest or experience

Community Involvement: List organizations/positions

BROWARD COUNTY PLANNING COUNCIL FOR ALMOST 10 YEARS
CITY COMMISSIONER 8 YEARS

Organizations: Memberships

DB Democratic Club PRESIDENT 20 YEARS

I understand that in accordance with the Florida Sunshine Law, this information may be made public. I understand that the appointment is for voluntary, uncompensated service. If appointed, I agree to faithfully and fully perform the duties of my office, will make every endeavor to serve my full term, and will comply with all laws and ordinances of the City, County and State of Florida, particularly those pertaining to the conduct of public officials and the financial disclosure requirements, if applicable to my position.

Signature: 

Date: April 24 2025

Print Name:
BERNIE ARNESSE

Return completed application to:
City Clerk's Office
150 NE 2nd Avenue, Deerfield Beach, FL 33441
Phone: 954-480-4213
Website: www.deerfield-beach.com

Fax: 954-480-4323
E-mail: web.clerk@deerfield-beach.com

PLEASE NOTE: Resumes/Additional information may be included; however, the application MUST be completed.



City of Deerfield Beach
Application for Advisory Board or Committee

Advisory Board or Committee you are applying for: Charter Review Board

Please be advised that a Level II background check is required for the African American Heritage Board, Cultural Committee, Education Advisory Board, and Planning and Zoning Board.

Are you willing to be considered for an alternate Board or Committee? Yes ☐ No ☒

Name Eric Medina

Address 1633 SE 6th Street

City Deerfield Beach

State FL

Zip 33441

I reside in District # (can be found on back of your Voter Registration Card) 1

Year- Round Resident? Yes ☒ No ☐

If No, what months are you away?

Home Phone

Work/Mobile Phone 201-446-9606

E-mail lawster888@gmail.com

Employer MEDINA LAW FIRM

Address 1200 North Federal Highway, Suite 200, Boca Raton FL 33432

Occupation (if retired, please indicate and list former occupation) Attorney at Law

Please list any governmental Advisory Boards or Committees on which you currently serve:

None

Complete the following. Please describe those facets of your background/experience which you feel may be useful for membership on this Board/Committee.

Academic: Degrees, Diplomas

B.A. Political Science and Economics Fairleigh Dickinson University., J.D. Fordham University School of Law

Professional: Certification(s)

Member: Florida, New York, and New Jersey State bars.

Knowledge: Training, interest or experience

More than 20 years of legal and business experience in complex litigation, intellectual property law, and financial restructuring/commercial bankruptcy. I have been involved professionally in many complex disputes involving large real estate projects and would like to lend my experience to assist.

Community Involvement: List organizations/positions

I am Board Member of the Celia Cruz Foundation, a nationally recognized 501(c)(3) based in Miami that regularly partners with local government for community programs aimed at promoting music education to underprivileged youth. We have partnered regularly with the U.S. Mint, the

Organizations: Memberships

Business Law Section of the Florida Bar
Entertainment, Arts, & Sports Section of the Florida Bar
Hispanic National Bar Association
Fordham University School of Law Small to Midsize Law Firm Leaders Dean's Advisory Council

I understand that in accordance with the Florida Sunshine Law, this information may be made public. I understand that the appointment is for voluntary, uncompensated service. If appointed, I agree to faithfully and fully perform the duties of my office, will make every endeavor to serve my full term, and will comply with all laws and ordinances of the City, County and State of Florida, particularly those pertaining to the conduct of public officials and the financial disclosure requirements, if applicable to my position.

Signature:

Date: 5/8/25

Print Name: Eric Medina

Return completed application to:

City Clerk's Office

150 NE 2nd Avenue, Deerfield Beach, FL 33441

Phone: 954-480-4213

Website: www.deerfield-beach.com

Fax: 954-480-4323

E-mail: web.clerk@deerfield-beach.com

PLEASE NOTE: Resumes/Additional information may be included; however, the application MUST be completed.



CITY OF DEERFIELD BEACH
RECEIVED
City of Deerfield Beach
Application for Advisory Board or Committee
MAY 12 2025

Advisory Board or Committee you are applying for:

CITY CLERK'S OFFICE

Please be advised that a Level II background check is required for the African American Heritage Board, Cultural Committee, Education Advisory Board, and Planning and Zoning Board.

Are you willing to be considered for an alternate Board or Committee? Yes ☒ No ☐

Name Diane Chisholm

Address 375 NW 7th Court

City Deerfield Beach

State Florida

Zip 33441

I reside in District # (can be found on back of your Voter Registration Card) 2

Year-Round Resident? Yes ☒ No ☐

If No, what months are you away?

Home Phone N/A

Work/Mobile Phone 954-263-1624

E-mail diane.chisholm@jmfamily.com

Employer JM Family Enterprises, LLC

Address 111 Jim Moran Blvd Deerfield Beach Florida 33442

Occupation (if retired, please indicate and list former occupation)

Please list any governmental Advisory Boards or Committees on which you currently serve:
N/A

Complete the following. Please describe those facets of your background/experience which you feel may be useful for membership on this Board/Committee.

Academic: Degrees, Diplomas

I hold great communication skills, work well with others and have no issues reaching across the isle to lend a hand. Committed to demonstrating positive behavior. Over thirty years in leadership roles. Understand most City operations. I have a great working relationship with community and truly enjoy it.

Professional: Certification(s)

Disney Certified Customer Service Certifications, level one and two, Para Legal Studies, Emotional Intelligence

JM Family management training for managers, Purchasing Certifications.

Knowledge: Training, interest or experience

Served on Various board within City of Deerfield. Planning and Zoning, African American Cultural board and Deerfield Beach Housing Board.

Community Involvement: List organizations/positions

Long term work with Elementary, Middle and High School PTA's and Booster Club presidents. Volunteered with athletic departments and worked extensively with City Commissioners in community. Long term volunteer with the Packer Rattler organization.

Organizations: Memberships

Active volunteer with the Cathedral Church of God in Deerfield Beach, Active in the Ebenezer Missioner Baptist Church in Boca Raton and a member with Greater Deerfield Beach Democratic Club.

I understand that in accordance with the Florida Sunshine Law, this information may be made public. I understand that the appointment is for voluntary, uncompensated service. If appointed, I agree to faithfully and fully perform the duties of my office, will make every endeavor to serve my full term, and will comply with all laws and ordinances of the City, County and State of Florida, particularly those pertaining to the conduct of public officials and the financial disclosure requirements, if applicable to my position.

Signature:

Date: 5/12/20

Print Name: Diane Chisholm

Return completed application to:

City Clerk's Office

150 NE 2nd Avenue, Deerfield Beach, FL 33441

Phone: 954-480-4213

Website: www.deerfield-beach.com

Fax: 954-480-4323

E-mail: web.clerk@deerfield-beach.com

PLEASE NOTE: Resumes/Additional information may be included; however, the application MUST be completed.



City of Deerfield Beach
Application for Advisory Board or Committee

Advisory Board or Committee you are applying for: Charter Review Board

Please be advised that a Level II background check is required for the African American Heritage Board, Cultural Committee, Education Advisory Board, and Planning and Zoning Board.

Are you willing to be considered for an alternate Board or Committee? Yes ☒ No ☐

Name Jackie Diaz

Address 278 SW 3rd Street

City Deerfield Beach State FL Zip 33441

I reside in District # (can be found on back of your Voter Registration Card) 2

Year- Round Resident? Yes ☒ No ☐

If No, what months are you away?

Home Phone 561-212-0210 Work/Mobile Phone 561-212-0210

E-mail jdiaz@aeiconsultants.com

Employer AEI Consultants

Address 1300 East Hillsboro Boulevard, Suite 203, Deerfield Beach, FL 33441

Occupation (if retired, please indicate and list former occupation) Environmental Scientist

Please list any governmental Advisory Boards or Committees on which you currently serve:

N/A

Complete the following. Please describe those facets of your background/experience which you feel may be useful for membership on this Board/Committee.

Academic: Degrees, Diplomas

Bachelors in Environmental Science

Professional: Certification(s)

Expert in environmental due diligence consulting with worldwide experience. Multi-lingual.

Knowledge: Training, interest or experience

National champion in Jiu Jitsu with extensive knowledge in coaching for martial arts, surfing, and soccer. Homesteading hallmarks such as chicken farming and soil regeneration.

Community Involvement: List organizations/positions

Top household that has regenerated their soil into a food forest using the Deerfield Beach Compost program

Organizations: Memberships

Toastmasters, Boca Raton Junior League, International Brazilian Jiu Jitsu Federation

I understand that in accordance with the Florida Sunshine Law, this information may be made public. I understand that the appointment is for voluntary, uncompensated service. If appointed, I agree to faithfully and fully perform the duties of my office, will make every endeavor to serve my full term, and will comply with all laws and ordinances of the City, County and State of Florida, particularly those pertaining to the conduct of public officials and the financial disclosure requirements, if applicable to my position.

Signature: **Jackie Diaz**

Digitally signed by Jackie Diaz
DN: cn=Jackie Diaz, o=AEI Consultants, ou,
email=jdiaz@aeiconsultants.com, c=US
Date: 2025.05.09 09:54:55 -0400

Date: 5/9/25

Print Name: Jackie Diaz

Return completed application to:

City Clerk's Office

150 NE 2nd Avenue, Deerfield Beach, FL 33441

Phone: 954-480-4213

Fax: 954-480-4323

Website: www.deerfield-beach.com

E-mail: web.clerk@deerfield-beach.com

PLEASE NOTE: Resumes/Additional information may be included; however, the application MUST be completed



CITY OF DEERFIELD BEACH
City of Deerfield Beach
Application for Advisory Board or Committee

RECEIVED
MAY 12 2025

Advisory Board or Committee you are applying for:

CITY CLERK'S OFFICE

Please be advised that a Level II background check is required for the African American Heritage Board, Cultural Committee, Education Advisory Board, and Planning and Zoning Board.

Are you willing to be considered for an alternate Board or Committee? Yes ☒ No ☐

Name *MARGARET (Peggy) NOLAN*

Address *325 SE 3rd TER*

City *Deerfield Beach* State *FL*

Zip *33441*

I reside in District # (can be found on back of your Voter Registration Card) *DISTRICT 1*

Year-Round Resident? Yes ☒ No ☐

If No, what months are you away?

Home Phone *954-653 7184* Work/Mobile Phone *NA*

E-mail *PNOLAN051@GMAIL.COM*

Employer *RETIRED*

Address

Occupation (if retired, please indicate and list former occupation) *RETIRED*

Please list any governmental Advisory Boards or Committees on which you currently serve: *NA*

Complete the following. Please describe those facets of your background/experience which you feel may be useful for membership on this Board/Committee.

Academic: Degrees, Diplomas

NA BINGHAMTON NORTH H.S.

Professional: Certification(s)

DEPUTY CLERK + BARBER

Knowledge: Training, interest or experience

FORMER DISTRICT 1 COMMISSIONER 12 YRS.
MAYOR 4 YEARS

Community Involvement: List organizations/positions

HISTORICAL SOCIETY.

Organizations: Memberships

HISTORICAL SOCIETY.

I understand that in accordance with the Florida Sunshine Law, this information may be made public. I understand that the appointment is for voluntary, uncompensated service. If appointed, I agree to faithfully and fully perform the duties of my office, will make every endeavor to serve my full term, and will comply with all laws and ordinances of the City, County and State of Florida, particularly those pertaining to the conduct of public officials and the financial disclosure requirements, if applicable to my position.

Signature:

Margaret (Peggy) Noland

Date:

5-10-2025

Print Name:

MARGARET (Peggy) Noland

Return completed application to:

City Clerk's Office

150 NE 2nd Avenue, Deerfield Beach, FL 33441

Phone: 954-480-4213

Website: www.deerfield-beach.com

Fax: 954-480-4323

E-mail: web.clerk@deerfield-beach.com

PLEASE NOTE: Resumes/Additional information may be included; however, the application MUST be completed.



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2025-208

Agenda Date: 5/20/2025

Status: CONSENT - BOARD
APPOINTMENTS

In Control: City Commission

Title

Resolution 2025/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, appointing Elias Okun as an alternate member to the Planning and Zoning Board; 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

Elias Okun has expressed an interest in serving on the Planning & Zoning Board ("Board") and has been nominated by Commissioner Shanetzky. Mr. Okun has passed his Level II Background Screening.

Current Activity

Upon approval, the Board will have five regular members with no vacancies, and three alternates with two vacancies.

Recommendation

Approval is recommended.

RESOLUTION NO. 2025/

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
DEERFIELD BEACH, FLORIDA, APPOINTING ELIAS OKUN AS AN
ALTERNATE MEMBER TO THE PLANNING AND ZONING
BOARD; AND PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, the City of Deerfield Beach’s (the “City”) Planning and Zoning Board (the “Board”) was created pursuant to Section 98-115 of the City’s Land Development Code (the “Code”) to serve as the local planning agency pursuant to Chapter 163, Florida Statutes; and

WHEREAS, pursuant to Section 98-115 of the Code, the Board shall consist of five regular members and five alternate members, and each Commissioner shall appoint one regular member and one alternate member to the Board, subject to approval by a majority of the City Commission; and

WHEREAS, the members of the Board are appointed by and serve at the pleasure of the City Commission for a term that will expire on April 30th of the year that the term of the appointing Commissioner’s term expires; and

WHEREAS, Commissioner Shanetzky has nominated Elias Okun to serve as an alternate member of the Board.

**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. Elias Okun is hereby appointed to serve as an alternate member of the Planning and Zoning Board for a term commencing on May 20, 2025 and ending on April 30, 2029.

Section 3. Mr. Okun shall serve without compensation and is required to file a financial disclosure statement in accordance with Florida Statutes.

Section 4. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2025.

TODD DROSKY, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK



Nominating Form

Application for Appointment to Board or Committee

Date:

April 25, 2025

The attached application from

Elias Okun

for the

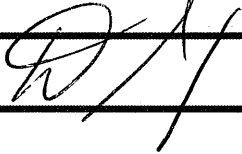
Planning and Zoning Board

has been received.

The board's liaison has verified that the applicant is qualified and that all prerequisites have been met.

- ☐ Regular Member
☒ Alternate Member

Please place this application on an upcoming agenda for consideration for appointment.

 5/6/25

Signature:

Date:

Appointing
Elected Official:

- ☐ Mayor Todd Drosky
☐ Vice Mayor Ben Preston
☐ Commissioner Michael Hudak
☒ Commissioner Daniel Shanetzky
☐ Commissioner Tom Plaut

Please return to City Administration for processing.



City of Deerfield Beach
Application for Advisory Board or Committee

Advisory Board or Committee you are applying for:

Please be advised that a Level II background check is required for the African American Heritage Board, Cultural Committee, Education Advisory Board, and Planning and Zoning Board.

Are you willing to be considered for an alternate Board or Committee? Yes ☒ No ☐

Name Elias Okun

Address 2041 Berkshire C

City Deerfield Beach

State FL

Zip 33442

I reside in District # (can be found on back of your Voter Registration Card)

Year-Round Resident? Yes ☒ No ☐

If No, what months are you away?

Home Phone 954-420-1070

Work/Mobile Phone 818-519-9992

E-mail eli_okun@yahoo.com

Employer Retired

Address

Occupation (if retired, please indicate and list former occupation) Music Executive

Please list any governmental Advisory Boards or Committees on which you currently serve:

Complete the following. Please describe those facets of your background/experience which you feel may be useful for membership on this Board/Committee.

Academic: Degrees, Diplomas

BBA in accounting & management

Professional: Certification(s)

Knowledge: Training, interest or experience

Contract negotiations

Community Involvement: List organizations/positions

President of Century Village Deerfield Beach Master Management

Organizations: Memberships

Young Israel of Deerfield Beach

I understand that in accordance with the Florida Sunshine Law, this information may be made public. I understand that the appointment is for voluntary, uncompensated service. If appointed, I agree to faithfully and fully perform the duties of my office, will make every endeavor to serve my full term, and will comply with all laws and ordinances of the City, County and State of Florida, particularly those pertaining to the conduct of public officials and the financial disclosure requirements, if applicable to my position.

Signature:



Date: 4/4/25

Print Name: Elias Okun

Return completed application to:
City Clerk's Office
150 NE 2nd Avenue, Deerfield Beach, FL 33441
Phone: 954-480-4213
Website: www.deerfield-beach.com

Fax: 954-480-4323
E-mail: web.clerk@deerfield-beach.com

PLEASE NOTE: Resumes/Additional information may be included; however, the application MUST be completed.

REV 02/2024



PLANNING AND ZONING

Creating Authority:

City Charter-Section 312-Ordinance No 1179
Rules of Procedure set by Resolution No 1992/082
Ordinance No. 2011/018

Method of Appointment:

5 Regular/5 Alternates

Financial Disclosure:

Required

Compensation:

None

Liaison:

Eric Power, Director of Planning & Development Services, (954) 480-4206

Meeting Dates:

1st Thursday, 7:00 p.m. in the City Commission Chambers

Functions and Responsibilities:

To act in an advisory capacity to the Commission on questions relating to zoning and to conduct investigations and hold public hearings when the board deems necessary, on all matters or proposals to change zoning regulations, and report its findings and recommendations on such matters and proposals to the Commission.

To study an existing City plan, with the view to improving same so as to provide for the development, general improvement and probable future growth of the City, and from time to time make recommendations to the Commission for changes in the existing City plan so as to incorporate new developments or for the adoption of a new City plan.

To investigate and approve or disapprove all new plats to be presented to the Commission for approval to perform such other duties as may from time to time be assigned to such Board by the Commission (See City Charter, Section 312).

Name <i>Regular Members</i>	Address	Phone	Replaces	Resolution Number	Date Appointed	Term Expires
Michelle Balaun (Mayor)	2287 Woodlands Way, Deerfield Beach, FL 33442	954-778-1886	SELF	2025/047	04/22/25	04/30/29
Bridgette Beckford (District 1)	309 NE 47 th Place Deerfield Beach, FL 33064	242-1899	SELF	2023/059	04/25/23	04/30/27
Brian Bennett (District 2)	650 SW 14 th Place Deerfield Beach, FL 33441	274-9621	SELF	2023/081	05/16/23	04/30/27
William Lane (District 3)	11 Tilford A Deerfield Beach, FL 33442	754-212-2936 (h) 814-969-4226 (c)	SELF	2025/047	04/22/25	04/30/29
Keith Porter (District 4)			NEW	2025/047	04/22/25	04/30/29

Name <i>Alternate Members</i>	Address	Phone	Replaces	Resolution Number	Date Appointed	Term Expires
VACANT (Mayor)			NEW			
Joe Chancy (District 1)	4250 NE 4 th Avenue Deerfield Beach, FL 33064	954-732-8215	SELF	2023/059	04/25/23	04/30/27
Kanthiah Easwara Chandran (District 2)	1931 Wildwood Lane N Deerfield Beach, FL 33442	561-889-2281 (c) 561-247-8596 (h)	SELF	2023/059	04/25/23	04/30/27
VACANT (District 3)			NEW			
VACANT (District 4)			NEW			



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2025-213

Agenda Date: 5/20/2025

Status: CONSENT - BOARD
APPOINTMENTS

In Control: City Commission

Title

Resolution 2025/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, appointing Maria Blatch as a member of the Public Art Program Committee; and providing for an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The Public Art Program Committee (the "Committee") was created in 2020 to review proposed artwork to be acquired under the City's Public Art Program, to screen submissions, and make recommendations to the City Manager and City Commission, subject to the City Commission's final approval.

Current Activity

The Committee consists of seven members total: three employees from one or more city departments as selected by the City Manager or designee, and each City Commissioner (excluding the Mayor) shall be permitted to appoint one member. Maria Blatch has expressed interest in being appointed to the Committee and has been nominated by Commissioner Shanetzky.

Upon approval, there will be six regular members, with one vacancy.

Recommendation

Approval is recommended.

RESOLUTION NO. 2025/

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
DEERFIELD BEACH, FLORIDA, APPOINTING MARIA BLATCH AS
A MEMBER OF THE PUBLIC ART PROGRAM COMMITTEE; AND
PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, the City's Public Art Program was established pursuant to Chapter 14, Article V of the City Code; and

WHEREAS, Section 14-135 of the City Code provides for the City's Public Art Program Committee (the "Committee") to consist of seven members, and that each Commissioner (excluding the Mayor) shall be permitted to appoint one member to the Committee, and the City Manager or designee shall select three City employees to serve on the Committee; and

WHEREAS, the Committee currently has five regular members and two vacancies; and

WHEREAS, Commissioner Shanetzky has nominated Maria Blatch 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. Maria Blatch is hereby appointed to serve as a regular member of the Public Art Program Committee, and shall serve without compensation.

Section 3. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2025.

TODD DROSKY, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK



Nominating Form

Application for Appointment to Board or Committee

Date: April 22, 2025

The attached application from Martha Maria Blatch for the Public Art Program Committee has been received.

The board's liaison has verified that the applicant is qualified and that all prerequisites have been met.

- ☒ Regular Member
☐ Alternate Member

Please place this application on an upcoming agenda for consideration for appointment.

Signature:  Date: 4/22/25

Appointing
Elected Official:

- ☐ Mayor Todd Drosky
☐ Vice Mayor Ben Preston
☐ Commissioner Michael Hudak
☒ Commissioner Daniel Shanetzky
☐ Commissioner Tom Plaut

CITY OF DEERFIELD BEACH
RECEIVED

APR 23 2025

CITY CLERK'S OFFICE

Please return to City Administration for processing.



CITY OF DEERFIELD BEACH
RECEIVED

City of Deerfield Beach APR 21 2025
Application for Advisory Board or Committee

CITY CLERK'S OFFICE

Advisory Board or Committee you are applying for: ARTS & CRAFTS

Please be advised that a Level II background check is required for the African American Heritage Board, Cultural Committee, Education Advisory Board, and Planning and Zoning Board.

Are you willing to be considered for an alternate Board or Committee? Yes ☒ No ☐

Name MARTHA MARIA BLATCH

Address 425 NW 1ST TER, APT 105

City DEERFIELD BEACH State FL Zip 33441

I reside in District # (can be found on back of your Voter Registration Card) 2

Year-Round Resident? Yes ☒ No ☐

If No, what months are you away?

Home Phone 4049900466 Work/Mobile Phone 2176707566

E-mail BLATCHMARIA55@GMAIL.COM

Employer SELF

Address

Occupation (if retired, please indicate and list former occupation) MEDICAL/PARARLEGAL

Please list any governmental Advisory Boards or Committees on which you currently serve:
SENIORS AT THE PALMS HIGH RISE (DBHA) RESIDENT COUNCIL BOARD S.C.O.U

Complete the following. Please describe those facets of your background/experience which you feel may be useful for membership on this Board/Committee.

Academic: Degrees, Diplomas

COMPLETING BA IN BIBLICAL STUDIES

Professional: Certification(s)

Knowledge: Training, interest or experience

SERVED IN THE MIAMI DADE NAACP, NOTARY, CERTIFIED TAX PROFESSIONAL

Community Involvement: List organizations/positions

DBHA SENIORS

Organizations: Memberships

I understand that in accordance with the Florida Sunshine Law, this information may be made public. I understand that the appointment is for voluntary, uncompensated service. If appointed, I agree to faithfully and fully perform the duties of my office, will make every endeavor to serve my full term, and will comply with all laws and ordinances of the City, County and State of Florida, particularly those pertaining to the conduct of public officials and the financial disclosure requirements, if applicable to my position.

Signature:



Date: 4/21/25

Print Name: MARTHA MARIA BLATCH

Return completed application to:

City Clerk's Office

150 NE 2nd Avenue, Deerfield Beach, FL 33441

Phone: 954-480-4213

Website: www.deerfield-beach.com

Fax: 954-480-4323

E-mail: web.clerk@deerfield-beach.com

PLEASE NOTE: Resumes/Additional information may be included; however, the application MUST be completed.

REV 02/2024



PUBLIC ART PROGRAM COMMITTEE

Creating Authority:

Ordinance No. 2020/006

Method of Appointment:

Seven (7) Members

Financial Disclosure:

None

Compensation:

None

Liaison:

Greg Warner, Director of Parks & Recreation, 954-480-4483

Meeting Dates:

Once a month, additional special meetings may be held at the call of the City Manager at such other times as the City Manager may determine.

Functions and Responsibilities:

Review proposed artwork to be acquired under the City's Public Art Program; to screen submissions and make recommendations to the City Manager and City Commission, subject to the City Commission's final approval. Each acquisition should not more than three (3) possible selections, which can be existing works of art or new commissions.

The staff liaison to the Committee or designee shall keep minutes of the Committee proceedings and shall record the vote of each member on items requiring Committee action.

Method of Appointment:

The City's Public Art Program Committee ("Committee") shall consist of seven members: (i) a total of three employees from one or more City departments as designated and selected by the City Manager or designee, and (ii) each City Commissioner (excluding the Mayor) shall be permitted to appoint one member. An Art-In-Public Places ("AIPP") consultant may be contracted by the City to advise the Committee. The Committee's membership needs not be for a fixed term and may be changed from time to time by the City Manager.

Quorum:

Quorum shall be reached when no less than three Committee members are present.

Name Members	Address	Phone	Replaces	Resolution Number	Date Appointed
Kimberly Cardone (District 1)	628 SE 12 th Avenue Deerfield Beach, FL 33441	954-600-2365	NEW	2025/048	04/22/25
VACANT (District 2)			NEW		
VACANT (District 3)			NEW		
Paula Ferrara (District 4)	2249 Deer Creek Alba Way, Deerfield Beach, FL 33442	954-596-5159 (h) 754-224-6698 (c)	SELF	2025/048	04/22/25
Eric Power (City Employee)	150 NE 2 nd Avenue Deerfield Beach, FL 33441	954-480-4211	NEW		
Kris Mory (City Employee)	150 NE 2 nd Avenue Deerfield Beach, FL 33441	954-480-4317	NEW		
Laura Frank (City Employee)	150 NE 2 nd Avenue Deerfield Beach, FL 33441	954-426-6898	NEW		



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2025-186

Agenda Date: 5/20/2025

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2025/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, authorizing the use of Law Enforcement Trust Funds in the total amount of \$237,000.00 for the purchase of enhanced crime prevention equipment, a utility task vehicle, and training pursuant to Section 932.7055, Florida Statutes, for use of law enforcement trust funds; providing for an effective date. (Funds from Account #601-000-130-0000-000-38990-389100 - LETF/Use of Fund Balance & Account #601-200-210-2101-000-52100-506043 - LETF/Machinery and Equipment)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$237,000

Account Name: Law Enforcement Trust Fund (LETF)/Use of Fund Balance

Account Number: 601-000-130-0000-000-38990-389100

Secondary Account Name: LETF/Machinery and Equipment

Secondary Account Number: 601-200-210-2101-000-52100-506043

Background/History

Law Enforcement Trust Funds (LETF) are net proceeds arising from drug confiscations, forfeitures and the seizure of assets related to criminal activity.

Current Activity

Section 932.7055, Fla. Stat., governs the allocation and use of LETF funds, which may be utilized for school resource officers, crime prevention, safe neighborhood, drug abuse education and prevention programs, or for other law enforcement purposes, which include defraying the cost of protracted or complex investigations, providing additional equipment or expertise, purchasing automated external defibrillators for use in law enforcement vehicles, and providing matching funds to obtain federal grants.

Recommendation

Request approval by City Commission for expenditure of \$237,000 in LETF funds for the expenditures detailed in the enclosed memorandum, which is forthcoming.

RESOLUTION NO. 2025/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AUTHORIZING THE USE OF LAW ENFORCEMENT TRUST FUNDS IN THE TOTAL AMOUNT OF \$237,000.00 FOR THE PURCHASE OF ENHANCED CRIME PREVENTION EQUIPMENT, A UTILITY TASK VEHICLE, AND TRAINING PURSUANT TO SECTION 932.7055, FLORIDA STATUTES, FOR USE OF LAW ENFORCEMENT TRUST FUNDS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Broward Sheriff's Office, Deerfield Beach District 10 ("BSO") has requested authorization from the City of Deerfield Beach (the "City") for the use of Law Enforcement Trust Funds ("LETf") to purchase equipment to be utilized at the BSO District OTIC Center, a Utility Task Vehicle for field operations throughout the City, and to provide training and certification of BSO officers as more fully set forth in the memorandum, attached as Exhibit "A," from BSO Captain Adam Hofstein who serves as the Chief of Police for the City (the "Memo"); and

WHEREAS, the Chief of Police recommends the expenditure of \$237,000.00 in LETf for the following expenditures: (1) hand-held radios, (2) 10 upgraded LPR cameras, (3) 160 enhanced tactical go-bags, rescue knives, triple rifle magazine holders, rescue operation multi-tool kits, and patrol bags (135 sworn staff +reserve for new hires or replacements), (4) a six seater police utility task vehicle, (5) a video management system with dedicated server and related equipment, including 50 PTZ cameras, and (6) training in utilizing bucket trucks for security and surveillance within the City, all as further outlined and detailed in the Memo (collectively, the "Expenditures"); and

WHEREAS, the Chief of Police certifies that the use of \$237,000.00 in LETf to fund the Expenditures complies with Florida State Statute Section 932.7055 in that the funds will be used for an appropriate law enforcement purpose; and

WHEREAS, the Chief of Police further certifies that the use of \$237,000.00 in LETf to fund the Expenditures complies with Florida State Statute Section 932.7055 in that the funds are not being used as a normal source of revenue to meet the normal operating expenses of BSO; and

WHEREAS, based upon the request and certification by the Chief of Police, the City Commission finds that it is in the best interest of the citizens and residents of the City of Deerfield Beach to authorize the use of \$237,000.00 in LETf to fund the Expenditures, as further detailed in the Memo.

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

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

Section 2. The City Commission hereby authorizes the use of \$237,000.00 in LETF to fund the Expenditures, as further detailed in the Memo attached as Exhibit “A.”

Section 3. The appropriate City officials are authorized to do all things necessary to carry out the aims of this Resolution, including appropriating legally available LETF funds to effectuate the Expenditures.

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2025.

TODD DROSKY, 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. 2025-211

Agenda Date: 5/20/2025

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2025/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the issuance of a purchase order to Madsen/Barr Corporation for installation of five fire hydrants and related services in the amount of \$72,650.00, utilizing the terms of the City of Boca Raton's RFP No. 2022-020 and contract; providing for execution and an effective date. (Funds from Account #401-300-360-3603-000-53600-503299 - Utilities Maintenance/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: \$72,650.00 (2024 Purchase Cost \$102,0250.00)

Account Name: Utilities Maintenance/Other Contractual Services

Account Number: 401-300-360-3603-000-53600-503299

Background/History

The City of Deerfield Beach's Utility Maintenance Division operates and maintains over 2300 fire hydrants within the boundaries of Deerfield Beach. These hydrants are a necessity for life safety and are tested every year by city staff and the Broward County firefighters to measure the capacity and readiness, should an emergency arise and the hydrants are needed. During these tests and over the course of normal operations and maintenance by staff, there are several locations where the fire hydrants have reached or exceeded their useful life and are in need of critical repairs and/or replacement.

In Fiscal Year 2024, pursuant to Resolution No. 2024/124, the City of Deerfield Beach Utility Maintenance Division issued a Purchase Order for an amount of \$102,050.00 to Madsen/Barr for the installation and replacement of seven fire hydrants at various locations throughout the City, which included ancillary services based upon the City of Boca Raton's RFP 2022-20. During the installation of the new hydrants, it was determined that four of the seven fire hydrants could be fixed, instead of being replaced. As a result of this determination, the total cost for the maintenance on four hydrants and the replacement of the other three was in the amount of \$31,900.00, leaving a total remaining balance of \$70,150.00 of encumbered funds in the FY25 budget.

Current Activity

Environmental Services staff have identified several locations where five fire hydrants need to be replaced, as well as requiring other ancillary services within water distribution. As Madsen-Barr is familiar with the City's fire hydrants and required work, the City desires to retain Madsen-Barr through

the City of Boca Raton's RFP No. 2022-020, which is still in effect, and issue another Purchase Order for the hydrants and installation of pressure pipes, insert valves, and line stop repairs (the "Ancillary Services"). The Boca Raton contract period is for an initial five-year term, with the option to renew annually for three, one-year renewal periods. City staff contacted Madsen Barr for a proposal for the additional fire hydrants and Ancillary Services, and they provided a cost estimate in the amount of \$72,650.00 based upon the terms and pricing of the City of Boca Raton's RFP.

Utility Maintenance staff are requesting the approval of the issuance of a Purchase Order to Madsen-Barr for the additional fire hydrants and Ancillary Services, which will include the replacement and/or maintenance of additional fire hydrants in the City of Deerfield Beach based upon the terms of the City of Boca Raton's RFP and Contract.

Recommendation

It is recommended that the City Commission approve the issuance of a Purchase Order to Madsen-Barr for the additional fire hydrants and related Ancillary Services in an amount not to exceed \$72,650.00 for the City's water distribution system in accordance with Section 38-116(3)(b)(10) of the City's Procurement Code.

RESOLUTION NO. 2025/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE ISSUANCE OF A PURCHASE ORDER TO MADSEN/BARR CORPORATION FOR INSTALLATION OF FIVE FIRE HYDRANTS AND RELATED SERVICES IN THE AMOUNT OF \$72,650.00, UTILIZING THE TERMS OF THE CITY OF BOCA RATON'S RFP NO. 2022-020 AND CONTRACT; PROVIDING FOR EXECUTION AND AN EFFECTIVE DATE

WHEREAS, the Water Distribution Division of the Department of Environmental Services (the "Department") operates and maintains 2300 fire hydrants within the jurisdictional boundaries of the City of Deerfield Beach; and

WHEREAS, as the fire hydrants are integral for life safety within the City, City staff along with firefighters test the hydrants every year to measure the capacity and readiness in the event an emergency arises; and

WHEREAS, although the regular maintenance and testing has been conducted, there are several locations where certain hydrants have either reached or exceeded their useful life and require critical repairs or replacement; and

WHEREAS, on August 20, 2024, the City Commission passed and adopted Resolution No. 2024/124 approving the issuance of a purchase order for seven fire hydrants, which included related installation, maintenance and repair services (the "Ancillary Services"); and

WHEREAS, recently City staff has determined that another five hydrants need to be replaced, which will also require Ancillary services; and

WHEREAS, the City 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 Madsen/Barr Corporation ("Madsen") for the purchase and of five hydrants, and the related Ancillary Services, utilizing the terms of the City of Boca Raton's RFP and Contract No. 2022-020, attached as Exhibit "1" (the "Boca Contract"); and

WHEREAS, Madsen has agreed to provide the five hydrants and Ancillary Services, including installation, to the City based upon the terms and pricing of the Boca Contract, for a cost of \$72,650.00, as more specifically set forth on Madsen's estimate, attached as Exhibit "2"; and

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

WHEREAS, staff recommends that the City Commission approve the issuance of a Purchase Order to Madsen for the purchase of the five fire hydrants and related Ancillary Services in the amount of \$72,650.00, utilizing the terms of the Boca Contract.

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

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

Section 2. The City Commission hereby approves the issuance of a Purchase Order to Madsen for the purchase of five hydrants and related Ancillary Services in the total amount of \$72,650.00, utilizing the terms of the Boca Raton RFP,.

Section 3. The appropriate City officials are authorized to do all things necessary to carry out the aims of this Resolution, including execution and issuance of a Purchase Order to Madsen.

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2025.

TODD DROSKY, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK



CITY OF Boca Raton

PURCHASING DIVISION
201 WEST PALMETTO PARK ROAD • BOCA RATON, FL 33432
PHONE (561) 393-7871
(FOR HEARING IMPAIRED) TDD (561) 367-7043
www.myboca.us

December 7, 2022

Madsen-Barr Corporation
John Barr, President
12113 Indian Mound Road
Wellington FL, 33449

RE: Notice of Intent to Award
Bid No. 2022-020, Pressure Pipe, Insert Valve and Line Stop Repair & Installation

Dear Mr. Barr,

Please accept this letter as a notice of Intent to Award on behalf of the City of Boca Raton for RFP No. 2022-020, Pressure Pipe, Insert Valve and Line Stop Repair & Installation for Groups A, B, and C.

This Intent to Award is contingent upon final approval by our City Council which is slated for December 13, 2022.

In preparation of award, please have your insurance agent issue to the City of Boca Raton the insurance as outlined in the RFP General Information, Section 13. Insurance Requirements are as follows:

- Worker's Compensation & Employer's Liability
- Commercial General Liability
- Business Automobile Liability
- Railroad Protective Liability
- Commercial Umbrella/Excess Liability

Additional Insured Endorsements. The Contractor agrees to endorse the City of Boca Raton, Greater Boca Raton Beach and park District, Boca Raton Community Redevelopment Agency as an Additional Insured on the Commercial General Liability policy on a primary and non-contributory basis with the following, or similar endorsement providing equal or broader Additional Insured coverage, the CG 2010 04 13 and the GC 20 37 07 04 which shall be required to provide back coverage for the contractor's "your work" as defined in the policy and liability arising out of the products-completed operations hazard.

The effective date of the contract shall be dated executed by the City Manager and shall run thereafter for a five (5) year term, with the option to renew for three (3) additional one-year period. This contract will automatically renew. Automatic contract renewal shall be subject to the appropriation of funds, vendor's satisfactory performance and determination by the City that the contract renewal is in the best interest of the City.

If you should have any questions, please do not hesitate to contact me at mcaldwell@myboca.us.

Sincerely,

Micha
Caldwell

Digitally signed by
Micha Caldwell
Date: 2022.12.07
11:38:33 -0500

Micha Caldwell
Buyer

c: 2022-020
Ivelsa Guzman, Purchasing Manager

STAY CONNECTED   

- AN EQUAL OPPORTUNITY EMPLOYER -

COUNCIL APPROVAL PROCUREMENT RECOMMENDATION
TARGET AGENDA DATE: December 13, 2022

Subject: Pressure Pipe, Insert Valve and Line Stop Repair & Installation
Group A – Pressure Pipe Repair and Installation

Bid Number: 2022-020

Department: Utility Services

Procurement Method: Sealed Bid

Bid Opening Date: November 15, 2022
1747 Notices Issued
0 No-Bids
2 Responses

Award to: Low Responsive Responsible Bidder, Madsen/Barr Corporation, Wellington, FL

Contract Period: Initial term is a five year period. The City reserves the option to renew annually subject to appropriation of funds not to exceed a maximum of three (3) one year renewals.

Scope: This procurement provides for pressure pipe repair and installation services and includes furnishing of all labor, materials, equipment, services and incidentals for the on-going rehabilitation, repairs and replacement services to the City's water distribution system. Services will be used under a continuing term contract on an as needed and emergency basis.

Budget: Purchases are estimated in the amount of \$580,000 for each annual term, contingent upon budget adoption.

Purchases will be made on an as needed basis (Indefinite Quantity) for each annual term, not to exceed the Department's budgeted funds, as approved or amended by the City Council each fiscal year.

Name of Bidder	Total Bid <i>(Bid evaluation is based on estimated annual usage)</i>
Madsen/Barr Corporation	\$ 4,949,800.50
Southern Underground Industries, Inc	\$15,148,173.35

Approvals:

Buyer/Sr. Buyer/Asst. P.M.: Micha Caldwell Digitally signed by Micha Caldwell
Date: 2022.12.05 16:37:02 -05'00'

Purchasing Manager: Ivelsa Guzman Digitally signed by Ivelsa Guzman
Date: 2022.12.05 16:11:38 -05'00'

Financial Services Director: Linda C. Davidson Digitally signed by Linda C. Davidson
Date: 2022.12.05 16:40:44 -05'00'

OMB Director: Sharon McGuire Digitally signed by Sharon McGuire
Date: 2022.12.05 17:33:45 -05'00'

Deputy City Manager: Andrew Lukasik Digitally signed by Andrew Lukasik
Date: 2022.12.05 07:20:59 -05'00'

Funding Source(s):

US/Water Sewer Operating/Maintenance
470.42.09501.54600011.533.0000000.0000
FY22/23 & FY23/24 Contingent Upon Budget Adoption

MADSEN /BARR CORPORATION

Engineering Contractors • Sewer • Water • Drainage

Broward: (954) 401-6758 • Palm Beach: (561) 753-6363 • Fax: (561) 753-6382

E-mail: johnbarr@madsenbarr.com

**COST ESTIMATE – MARCH 3, 2025**

SOLD TO: CITY of DEERFIELD BEACH
200 GOOLSBY BLVD.
DEERFIELD BEACH, FL. 33442

INVOICE TO: CITY of DEERFIELD BEACH
150 NE 2ND AVENUE
DEERFIELD BEACH, FL. 33441
DFBInvoices@deerfield-beach.com

ATTENTION: MR. JOSHUA NIEMANN, ASSISTANT DIRECTOR
jniemann@deerfield-beach.com

SUBJECT: CITY of DEERFIELD BEACH
DRAW NUMBER TWO (2) from P.O. # 240494
FIRE HYDRANT REPLACEMENT and ALL RESTORATION (FIVE EA.) 5 EA.

LOCATIONS: 1265, 1197, 1098, 1080 and 1074 SOUTH MILITARY TRAIL

CONTRACT: CITY of BOCA RATON, 2022-020 GROUP "A"
"PRESSURE PIPE REPAIR and INSTALLATION" PROJECT #71-21-005 (M/B 24-116)

VENDOR #: V00012676

P.O. NUMBER: PO240494 (\$102,050.00)

FURNISH and INSTALL:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
A-9.00	Replacement of Existing FH	5	EA.	\$10,000.00	\$ 50,000.00
A-17.02	Asphalt Roadway Replacement	3	TN.	\$ 1,950.00	\$ 5,850.00
A-17.05	Sidewalk Replacement	0	SY	\$ 350.00	\$ 0.00
A-17.11	Concrete Curb Replacement	35	LF	\$ 300.00	\$ 10,500.00
A-17.13	Sod Replacement	200	SF	\$ 4.00	\$ 800.00
A-18.01	Traffic Control	5	DAY	\$ 300.00	\$ 1,500.00
A-20.23	Wellpoint Equipment (If required)	1	DAY	\$ 4,000.00	\$ 4,000.00

TOTAL COST ESTIMATE (DRAW NO. 2) ***** \$ 72,650.00

NOTES: 1.) P.O. NUMBER PO240494 ATTACHED.
2.) PHOTOS ATTACHED.

12113 Indian Mound Road, Wellington, Florida 33449 (North Office) Accounting
3600 S. State Road 7 (441), Suite 311, Miramar, Florida 33023 (South Office)
1997 S.W. 28 Terrace, Fort Lauderdale, Florida 33312 (Broward Office)



Deerfield Beach
Florida

City of Deerfield Beach

Purchasing and Contract Administration Division
401 S.W. 4th Street
Deerfield Beach, Florida 33441
(954) 480-4380 * Fax: (954) 480-4388

Purchase Order No.

PO240494

PO NUMBER MUST APPEAR ON ALL INVOICES,
PACKING LISTS, LABELS, BILLS OF LADING, AND
CORRESPONDENCE FOR PAYMENT TO BE
PROCESSED

Vendor: MADSEN-BARR CORPORATION - V00012676
12113 INDIAN MOUND ROAD

WELLINGTON, FL 33449
(800)547-6193

Ship To: ENVIRONMENTAL SERVICES
ENVIRONMENTAL SERVICES
200 GOOLSBY BLVD
DEERFIELD BEACH, FL 33442

Bill To: CITY OF DEERFIELD BEACH
150 NE 2ND AVE
ATTN: ACCOUNTS PAYABLE

DFBInvoices@deerfield-beach.com

PR No	PR240626	Status	PO	Requested By: Melissa Namor	Terms: N30	Date Issued:	07/11/24
#	Quantity	Unit	Description	Account Number:	Unit Price	Tax/Other	Extended A
0001	1.00	LOT	Fire Hydrant Replacement and All Restoration 1. 615 Siesta Key Circle 2. 696 Siesta Key Circle 3. 648 Siesta Key Circle 4. SW 10th St and SW 3rd Ave (NW Corner) 5. 4420 NW 6th Ave 6. 451 NW 40th Terr 7. 1851 SE 4th Street	4015030-5363299 (100%)	\$0.00	0.00	\$0
0002	7.00	EA	A-9.00 Replacement of Existing FH	4015030-5363299 (100%)	\$10,000.00	0.00	\$70,000
0003	4.00	TN	A-17.02 Asphalt Roadway Replacement	4015030-5363299 (100%)	\$1,950.00	0.00	\$7,800
0004	17.00	SYD	A-17.05 Sidewalk Replacement	4015030-5363299 (100%)	\$350.00	0.00	\$5,950
0005	15.00	LFT	A-17.11 Concrete Curb Replacement	4015030-5363299 (100%)	\$300.00	0.00	\$4,500
0006	700.00	SFT	A-17.13 Sod Replacement	4015030-5363299 (100%)	\$4.00	0.00	\$2,800
0007	10.00	day	A-18.01 Traffic Control	4015030-5363299 (100%)	\$300.00	0.00	\$3,000
0008	2.00	day	A-20.23 Wellpoint Equipment (If Required)	4015030-5363299 (100%)	\$4,000.00	0.00	\$8,000

PO TOTAL: **\$102,050**

Purchase Order in accordance with the City
of Boca Raton, Bid # 2022-020,
Group "A", Pressure Pipe Repair, and
Installation.
All terms, conditions, specifications and
pricing shall apply.
Contract Term: 02/23/23 to 02/22/28
There are three (3) additional one (1)
year renewal options available.
Purchase pursuant to Procurement Code Sec.
38-116, item 3(b)x
Approved by City Commission on Resolution
2024/xxx, dated 08.20.24

Authorized Signature:


David Santucci

The City of Deerfield Beach abides by the Local Government Prompt Payment Act, Florida Statute 218.70 through 218.80.

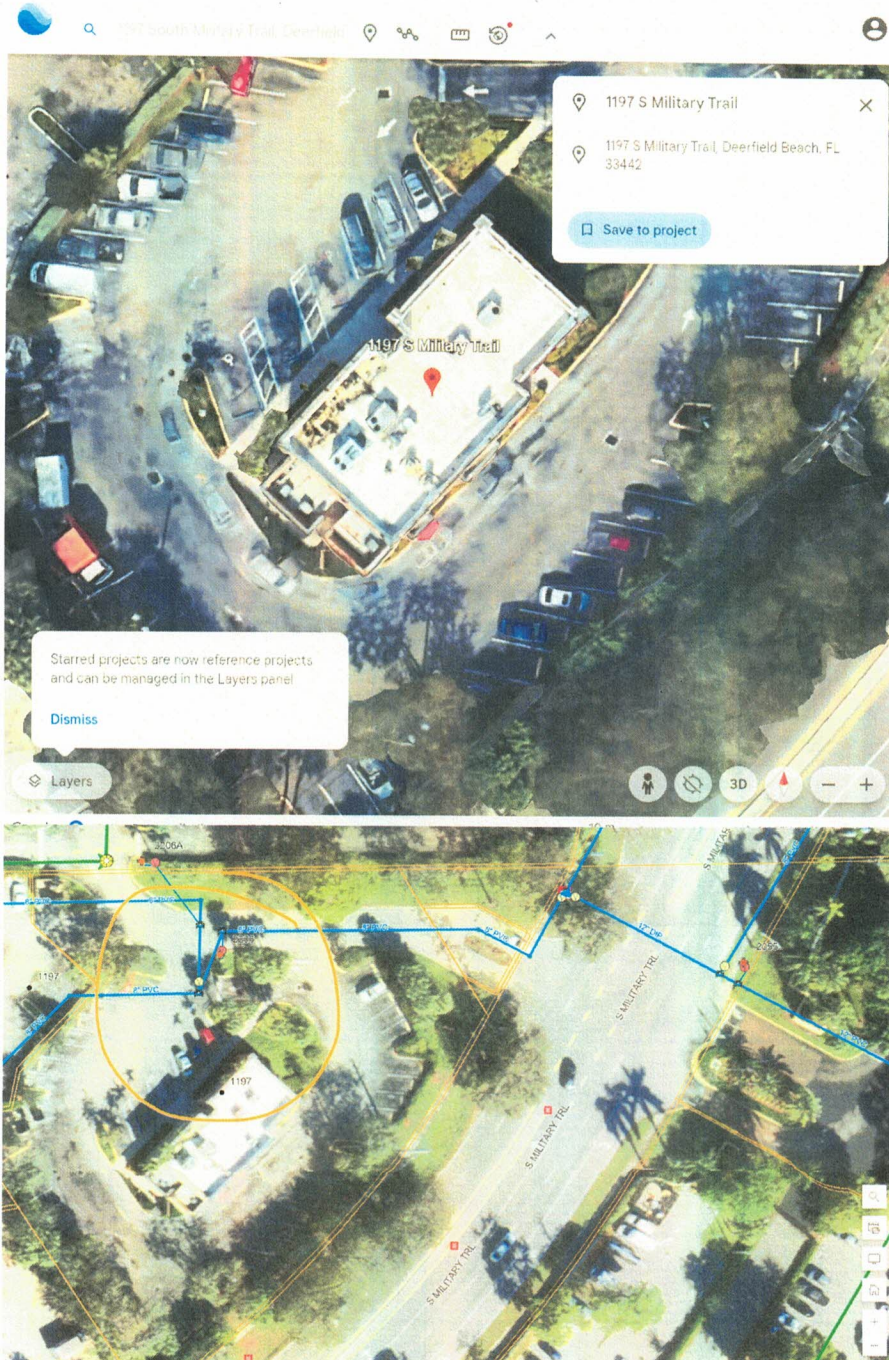


1. 1265 S Military Trail_north of SW 24 Av_west of Military Trail_Tag ID #2208A





2. Hydrant @ 1197 S Military Trail_west of Military Trail_south of SW 10th St_Tag ID #2206 (behind Wendy's Restaurant)





3. Hydrant @ 1098 S Military south of SW 10th St_ Tag ID #2055C





4. Hydrant @ 1080 S Military Trail _south of SW 10th St_ Tag ID#2055E





5. Hydrant @ 1074 S Military Tr_south of SW 10th St_Tag ID #2055D





1265 S.Military Trail



1197 S. Military Trail



1098 S.Military Trail



1074 S. Military Trail





City of Deerfield Beach

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

Face Sheet File Number: I.D. 2025-221

Agenda Date: 5/20/2025

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2025/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the issuance of a purchase order to Alan Jay Automotive Management, Inc. d/b/a Alan Jay Fleet Sales for the purchase of four pickup trucks in an amount not to exceed \$218,410.00, utilizing the terms of the City of Tallahassee's Request for Proposal and Contract No. 096-21-KM; approving the issuance of a purchase order with Matthews Bus Alliance, Inc. for the purchase of a passenger bus for the Department of Community Services in an amount not to exceed \$163,017.00, utilizing the terms of Florida Sheriff's Association Cooperative Contract No. FSA23-VEH21.0; providing for execution, appropriations, and an effective date. (Funds from multiple accounts)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission.

Fiscal Impact

Costs: Budget Cost Variance \$16,082; Four Pickup Trucks (\$218,410); Passenger Bus (\$163,017.00)

Account Name: Automobile Vehicles (Fleet)

Account Number: 399-100-340-1900-000-51900-506420

Secondary Account Name: Automobile Vehicles (Parks Maintenance)

Secondary Account Number: 399-700-720-7201-000-57200-506420

Tertiary Account Name: Automobile Vehicles (Transportation)

Tertiary Account Number: 399-600-640-6901-000-56900-506420

Background/History

Departments are required to budget fleet replacements early in the budget process (typically in February), which makes it challenging to estimate the vehicle purchase prices precisely. Several factors can contribute to a variance between the budgeted amount, which is typically formulated sometimes up to a year from the actual purchase date. The final purchase price can increase due to the time from which the quote was originally obtained, as well as availability, supply, demand, and the cost of production. Tariffs may also lead to higher prices for cars and trucks as automakers are expected to pass on the increased costs of importing vehicles and parts to consumers. The tariffs could also disrupt production and even lead to shortages of certain models.

Current Activity

The Fleet Management Division (Division) adopted a fleet replacement program schedule in FY2024. Typically, the Division will utilize this schedule for vehicle purchases. In light of the reasons stipulated above, the final quotes came in slightly higher than the monies that were budgeted for some vehicles.

Fleet Service Truck, Unit 960, is now 19 years old and has been scheduled for replacement in FY2025. The service truck is used for on-site service and road calls to provide service for City Vehicles in need. Replacing this vehicle will ensure that the Fleet Management division continues to meet and accommodate the business needs of the City. The department budget is \$59,764. The vehicle replacement cost is \$64,168, a variance of \$4,404.

Parks Maintenance vehicles, pickup trucks 8830 (2006) and 3384 (2009), have reached the end of their useful life. An added pickup truck was also approved in the FY2025 budget. The department budget for each vehicle is \$48,527 (total \$145,581). The vehicle replacement cost is \$51,414 (total \$154,242), a variance of \$2,887 (total \$8,661).

The cost of the pick up trucks for the Division and the Department of Parks and Recreation is based upon the City of Tallahassee Request for Proposal No. 096-021-KM and the quote from Alan Jay Automotive Management, Inc. d/b/a Alan Jay Fleet Sales, in an amount not to exceed \$218,410.00.

Community Services vehicle 267, a passenger bus with a chair lift, is also scheduled for replacement this year. The department budget is \$160,000. The vehicle replacement cost is \$163,017, a variance of \$3,017. This replacement cost is based upon the Florida Sheriff's Association Cooperative Purchasing Program Contract No. FSA23-VEH21.0 and Matthews Bus Alliance's Quote, in an amount not to exceed \$163,017.00.

The Departments would like to move forward with these purchases that have minor overages from the budget while the inventory is available and before any tariffs may hit. Each of the departments has the funds available in the account either from a budget transfer or excess funds from other purchase savings.

Recommendation

City staff is requesting approval of the purchase orders and to utilize excess city funds to satisfy the overages of the vehicle purchases.

RESOLUTION NO. 2025/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE ISSUANCE OF A PURCHASE ORDER TO ALAN JAY AUTOMOTIVE MANAGEMENT, INC. D/B/A ALAN JAY FLEET SALES FOR THE PURCHASE OF FOUR PICKUP TRUCKS IN AN AMOUNT NOT TO EXCEED \$218,410.00, UTILIZING THE TERMS OF THE CITY OF TALLAHASSEE'S REQUEST FOR PROPOSAL AND CONTRACT NO. 096-21-KM; APPROVING THE ISSUANCE OF A PURCHASE ORDER WITH MATTHEWS BUS ALLIANCE, INC. FOR THE PURCHASE OF A PASSENGER BUS FOR THE DEPARTMENT OF COMMUNITY SERVICES IN AN AMOUNT NOT TO EXCEED \$163,017.00, UTILIZING THE TERMS OF FLORIDA SHERIFF'S ASSOCIATION COOPERATIVE CONTRACT NO. FSA23-VEH21.0; PROVIDING FOR EXECUTION, APPROPRIATIONS, AND AN EFFECTIVE DATE

WHEREAS, the City's Department of Sustainable Management, Fleet Management Division ("Division") adopted a fleet management program schedule (the "Schedule") in Fiscal Year 2024, which is utilized to assist the Division in vehicle purchases; and

WHEREAS, in reviewing the Schedule and determining the needs for vehicles in Fiscal Year 2025, the Division's Fleet Service Truck, Unit 960 is now 19 years old and has been scheduled for replacement in FY 2025; and

WHEREAS, the Department of Parks and Recreation currently has two maintenance pickup trucks that have reached the end of their useful life expectancy, and the FY 2025 budget provides for an additional pickup truck; and

WHEREAS, in accordance with the Schedule, the Department of Community Services passenger bus (Vehicle 267) has been scheduled for replacement; and

WHEREAS, the City 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 Alan Jay Automotive Management, Inc. d/b/a Alan Jay Fleet Sales ("Alan Jay") for the purchase of four pick-up trucks for a total cost of \$218,410.00, utilizing the terms of the City of Tallahassee's Request for Proposal No.06-21-KM and Contract (as amended), attached as Exhibit "1" (the "Tallahassee Contract"); and

WHEREAS, Alan Jay has agreed to provide the four pick-up trucks to the City based upon the terms and pricing of the Tallahassee Contract, and staff has confirmed that the Tallahassee Contract is in effect; and

WHEREAS, the City is seeking to contract with Matthew Bus Alliance, Inc. (“MBA”) for the purchase of a 20 Passenger Bus for a cost of \$163,017.00, utilizing the terms of the Florida Sheriff’s Association Cooperative Contract No. FSA 23-VEH21.0, attached as Exhibit “2” (the “FSA Contract”); and

WHEREAS, MBA has agreed to provide the 20 Passenger Bus to the City based upon the terms and pricing of the FSA Contract and staff has confirmed the FSA Contract is in effect; and

WHEREAS, staff recommends that the City Commission approve the issuance of a Purchase Order to Alan Jay for the purchase of the four pick-up trucks in the total amount not to exceed \$218,410.00, utilizing the terms and pricing of the Tallahassee Contract; and

WHEREAS, staff recommends that the City Commission approve the issuance of a Purchase Order to MBA for the purchase of a 20 Passenger Bus in an amount not to exceed \$163,017.00, utilizing the terms and pricing of the FSA Contract.

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

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

Section 2. The City Commission hereby approves the issuance of a Purchase Order to Alan Jay for the purchase of four pick-up trucks in an amount not to exceed \$218,410.00, utilizing the terms and pricing of the Tallahassee Contract.

Section 3. The City Commission hereby approves the issuance of a Purchase Order to MBA for the purchase of a 20 Passenger Bus in an amount not to exceed \$163,017.00, utilizing the terms and pricing of the FSA Contract.

Section 4. The appropriate City officials are authorized to do all things necessary to carry out the aims of this Resolution, including but not limited to, executing and issuing the Purchase Orders and making the necessary appropriations or budget transfers to fund the purchases.

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2025.

TODD DROSKY, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

**AGREEMENT FOR NEW MUNICIPAL VEHICLES, CARS,
VANS, SPORT UTILITY VEHICLES, AND LIGHT TRUCKS**
Agreement No. 5179

This Agreement for New Municipal Vehicles, Cars, Vans, Sport Utility Vehicles, and Light Trucks (the "Agreement") is entered into and effective this 13 day of 01 2022, (the "Effective Date") by and between the **City of Tallahassee**, a Florida municipal corporation (the "City"), whose principal place of business is 300 South Adams Street, Tallahassee, FL 32301, and **Alan Jay Automotive Management, Inc., d/b/a Alan Jay Fleet Sales** (the "Vendor"), whose principal place of business is 5330 US Hwy 27 South, Sebring, FL 33870. The City and the Vendor may be referred to individually as a "Party" and together as the "Parties."

1. DEFINITIONS. Certain capitalized terms in the Agreement have the meanings set forth below. Other terms used in this Agreement, but not defined in this Section, are defined elsewhere within the Agreement.

A. "*Vehicles and Services*" means the complete product line of new municipal vehicles, cars, vans, sport utility vehicles, light trucks with related equipment as sought in City Solicitation RFP No. 096-21-KM and more fully described in its Section 3, Scope of Work/Specifications.

B. "*Purchase Order*" means the purchase order commitment for Vehicles and Services made by the City through a Purchase Order and subject to the terms of this Agreement. It is anticipated that this Agreement will be executed prior to the issuance of any Purchase Order or associated quote and build sheets.

C. "*Agreement Documents*" are the City Solicitation RFP No.096-21-KM, its associated Scope of Work/Specifications and any associated addenda; the Vendor's Solicitation Response dated September 22, 2021, including any associated addenda and pricing sheets; and the Purchase Orders arising from this Agreement, including any associated quote and build sheets. These documents are incorporated by reference and made a part of this Agreement and given the same force and effect as if they were incorporated in full text.

2. ORDERS.

A. City Solicitation RFP No. 096-21-KM sought multiple vendors for Vehicles and Services. Although the City plans to order needed Vehicles and Services under this Agreement, the City makes no commitment to order any minimum or maximum quantities from any Vendor or to place orders at all. This Agreement is non-inclusive. The City reserves the right to order or purchase from other vendors, manufacturers, dealers, and other local, state, or national government agencies and/or associations when deemed in the best interest of the City. Orders under this Agreement will be initiated, at the sole discretion of the City, by submitting a request for quote and build sheet (if applicable) to the Vendor.

B. Upon receipt of the completed quote and build sheet, the City and the Vendor agree to discuss production schedules, product availability, and due dates prior to ordering Vehicles and Services through a City Purchase Order. The Vendor's quote **MUST** be dated and reference the Agreement Number.

C. Any future Vehicles or Services not currently available or offered can be added as they become available.

3. PURCHASES MADE BY OTHER PUBLIC AGENCIES.

A. With the consent and agreement of the Vendor and the City, purchases may be made by other local, state, or national governmental agencies, political subdivisions, or other public entities under this Agreement. Purchaser(s) **MUST** contact the City's procurement office to request utilization prior to purchasing under this Agreement. Such purchases shall be governed by the same terms and conditions stated herein.

(1) The City charges an administrative fee of \$100.00 per vehicle sold. The Vendor shall be responsible for the reporting, collection, and remittance of the administrative fee(s) paid by other local, state, or national governmental agencies, political subdivisions, or other public entities to the City. Should any such purchases by other local, state, or national governmental agencies or political subdivisions be made, the Vendor shall submit a report of such purchase(s) within thirty (30) calendar days of receiving payment via email to kathy.crum@talgov.com. The subject line of the email should **reference Reporting Administrative Fee - Agreement No. 5179** with a copy of the purchase order attached to the email.

(2) The Vendor shall remit all administrative fees received by Vendor prior to the end of the any fiscal quarter no later than ten (10) calendar days after the end of the fiscal quarter in which the payment was received to the following address:

Fleet Management Admin
Attn: Kathy Crum
400 Dupree Street
Tallahassee, Florida 32304

Payments should be made by check with **Payment Administrative Fee – Agreement No. 5179** referenced on the check.

For questions, please contact:

Kathy Crum - Fleet Management Contract Manager
(850) 891-5229

B. This Agreement in no way restricts or interferes with the right of any local, state, or national government agency or political subdivision or other public entity to respond to any or all of these terms independently if required by law or to supplement the Agreement if a specific term is not addressed herein.

4. PRICES AND PAYMENT.

A. Prices. The City agrees to pay the Vendor for Vehicles and Services ordered under this Agreement as set forth in the Vendor's price lists submitted as part of its Solicitation Response. The Vendor's pricing shall be updated accordingly based on pricing for the current year. Any and all future pricing **MUST** be approved by the Fleet Management Director.

B. Payment. All fees are due and payable in U.S. dollars. Payment for orders for Vehicles and Services will be made in accordance with the Local Government Prompt Payment Act (Section 218.70, et. seq., Florida Statutes), unless the Parties make other arrangements as documented either by addendum to this Agreement or through a Purchase Order. Under the terms of the Prompt Payment Act, the payment due date for a local government entity for the purchase of goods or services is 45 days after the date on which a proper invoice is received by the City or, if no proper invoice is received, the due date is calculated based on other trigger dates identified in Section 218.73, Florida Statutes. No C.O.D shipments will be accepted. If the City fails to make payment within the statutory time frame, the unpaid

amount shall bear interest from thirty (30) days after the due date at the rate of 1% per month on the unpaid balance.

(1) Disputes. In the event a dispute occurs between the Vendor and the City, the Parties shall attempt to settle the dispute informally and in good faith prior to instituting formal legal action. If the dispute is resolved in favor of the Vendor, interest shall begin to accrue as of the original date the payment became due.

(2) Proper Invoice. Invoices may be submitted via E-mail to: invoices@talgov.com with a copy to fleetadmin@talgov.com or by mail to:

City of Tallahassee - Accounts Payable – City Hall

300 S. Adams Street, Box A-28

Tallahassee, Florida 32301-1731

with a copy of the original invoice identified as a “copy” submitted to:

City of Tallahassee - Fleet Management Administration

400 Dupree Street

Tallahassee, Florida 32304

Any invoice or payment request which is received by the City must conform to the following requirements and contain the information listed below:

- a. The invoice must be in compliance with the terms of this Agreement;
- b. The invoice must be an original invoice;
- c. The invoice must not be under dispute;
- d. The invoice must include the authorizing City Purchase Order and/or Agreement number;
- e. The invoice must be dated;
- f. The invoice must include the number of the invoice to facilitate identification;
- g. The invoice must include the name and address of the Vendor; and provide the remittance address for payment, if different;
- h. The invoice must include the Purchase Order or Schedule line item number, including a description, quantity, unit of measure, unit price, and extended price of the item;
- i. The invoice must include the terms of any prompt payment discount offered; and
- j. The invoice must include Vendor' Federal Identification Number (if applicable).

C. Payment Methods. The City may pay invoices via wire transfer, check, or ACH transfer. Subscription Services may also be paid by credit card.

D. Taxes. Amounts quoted by the Vendor do not include any applicable taxes or similar fees now in force or enacted in the future resulting from any transaction under the Agreement unless otherwise expressly stated. The Vendor understands that the City is entitled to an exemption from any applicable taxes and shall provide the Vendor with a valid exemption certificate upon request.

5. DELIVERY, INSPECTION, AND ACCEPTANCE.

A. Delivery does not constitute acceptance for the purpose of payment or warranty start time. The City shall inspect all Vehicles or Services to determine whether such Vehicles or Services meet all specifications and requirements set forth in the Agreement Documents. The City agrees to notify the Vendor within three (3) days of delivery or completion of Services if the Vehicles or Services do not meet all specifications and requirements for acceptance.

B. The Vendor shall deliver the Vehicles or Services in accordance with the terms and time frame listed on the quote. Should there be an issue with delivering the Vehicles or Services in the time frame listed on the quote, the Vendor and City agree to discuss, and confirm in writing, a mutually acceptable time frame. In the event delivery of the Vehicles or Services is delayed past the agreed upon time frame, the Vendor agrees the City has the right to cancel the order and obtain the Vehicles or Services elsewhere without penalty to the City.

C. The Vendor shall deliver all Vehicles or Services FOB to:

City of Tallahassee- Fleet Management
400 Dupree Street
Tallahassee, Florida 32304

Equipment shall be delivered with the following documents completed or included:

- a. Any and all applicable documentation required by the Florida Department of Highway Safety and Motor Vehicles;
- b. Temporary registration and tag (when applicable);
- c. All manuals (electronic & paper Copy);
- d. All warranty certifications;
- e. Original Invoice;
- f. A copy of pre-delivery service report;

- g. A copy of applicable equipment specifications; and
- h. A copy of build sheet or documentation that verifies what components are included on the equipment being delivered.

6. WARRANTY.

The warranty becomes effective when the Vehicles or Services are put into use by the City or at a maximum of thirty (30) days after delivery, whichever occurs first.

7. TERM.

A. Initial Term. The initial term of this Agreement shall commence on the Effective Date and shall continue for a period of three (3) years (the "Initial Term").

B. Extension Term. Upon written, mutual agreement by the Vendor and the City, this Agreement may be extended at the conclusion of the Initial Term for an additional two (2) years (the "Extension"). The Vendor and the City must agree to extend the Agreement no later than thirty (30) days prior to the expiration of the Initial Term of the Agreement.

8. TERMINATION.

A. Termination for Cause. If the Vendor fails to fulfill any of its obligations under this Agreement and does not cure such default within thirty (30) days after receipt of written notice from the City, such failure shall be considered a default and shall entitle, but not obligate, the City to suspend performance under this Agreement or to terminate this Agreement, in whole or in part, wholly at the City's discretion.

B. Termination for Convenience. Additionally, the City shall have the right to terminate this Agreement for convenience, in whole or in part, upon 90-day notice, without the Vendor being in default thereunder. In the event of termination for convenience, the City shall pay the Vendor (i) the full amount due for services satisfactorily rendered, (ii) approved costs and expenses incurred which remain unpaid at the time of such termination, and (iii) such other costs of termination, if any, as may be mutually agreed by the parties.

C. Termination Process. Termination shall be effected by (i) delivery of written notice to the Vendor from the City specifying whether termination is for default or convenience, (ii) providing detail as to the extent to which services under this Agreement are to be terminated, and (iii) specifying the date

upon which such termination becomes effective. After receipt of the written termination notice, and except as otherwise directed in writing by the City, the Vendor shall promptly stop work under this Agreement on the date and to the extent specified in the termination notice, terminate all subcontracts that relate to the performance of the services terminated by the termination notice, and complete performance of any services which have not been terminated. In the event the Agreement is canceled for default under the Agreement, the City may withhold funds owed to the Vendor in an amount sufficient to compensate for actual damages suffered from the default resulting in termination of the Agreement.

9. FINANCIAL CONSEQUENCES OF NON-PERFORMANCE.

A. The City may apply financial consequences if the Vendor fails to perform in accordance with the terms of the Agreement. If the Vendor fails to remedy performance deficiencies within thirty (30) days of being provided notice of such deficiency by the City, the Vendor may be assessed a non-performance retainage equivalent to 10% or \$1,000.00, whichever is less, of the total invoice amount for the task or project. The retainage will be applied to the invoice for the then-current billing period. The retainage will be withheld until the Vendor resolves the deficiency. If the deficiency is subsequently resolved, the Vendor may invoice the City for the retained amount during the next billing period. If the Vendor is unable to resolve the deficiency, the retained funds will be forfeited.

B. The Vendor shall not be charged retained funds when the non-performance is a result of delay in delivery or performance arising out causes beyond the control and without fault or negligence of the Vendor due to manufacturer delays. To substantiate a delay in manufacturer product delivery, the Vendor is required to submit written proof of delay to the City in the form of a letter or email sent from the manufacturer to the Vendor. The City agrees that no retained funds will be withheld from the Vendor after written proof of the manufacturer's product delivery delay is provided to the City and, if necessary, regularly updated if the delay continues past any date which may be included in the written communication from the manufacturer.

10. LIQUIDATED DAMAGES.

A. If the Vendor fails to provide the Vehicles or Services within the time specified in this Agreement, any applicable Purchase Order, or any negotiated extension, the Vendor shall pay the minimum sum of \$100.00 for each calendar day of delay, not to exceed \$1,500.00 per month, to the City

as fixed and liquidated damages. In the event the City is penalized monetarily by federal, state, or local entities as a result of the Vendor delay, error, and/or poor performance issues, the Vendor may be required to reimburse the City the full amount of the assessed penalty.

B. Alternatively, if delivery or performance is delayed, the City may terminate this Agreement in whole or in part, under the Termination provision in this Agreement. In the event of termination for delivery or performance delay, the Vendor may be liable for (i) reimbursement to the City for costs spent to procure the Vehicles or Services from another vendor or (ii) for payment of liquidated damages as provided in above until such time as the City may reasonably obtain delivery or performance of similar Vehicles or Services.

C. The Vendor shall not be charged with liquidated damages, including if the City is penalized by federal, state or local entities, when the delay in delivery or performance arises out of causes beyond the control and without the fault or negligence of the Vendor caused by delay in manufacturer product delivery.

11. INDEMNIFICATION. The Vendor shall hold harmless and indemnify the City and its officials, officers, and employees from all claims, damages, losses, expenses, suits or actions against all third-party claims, losses, expenses, suits, or actions against the City, including, without limitation, costs of defending the action and attorney's fees, to the extent the claims arise out of or result from the performance and furnishing of the work, services, materials, goods, or equipment under the Agreement (including, but not limited to, claims regarding defects in materials, goods, equipment, and patent infringement) and such claim is caused in whole, or in part, by any breach of contract, act, or omission of the Vendor, its subcontractors, anyone directly or indirectly employed by any of them, or anyone whose acts any of them may be liable. In any and all claims against the City, or any of its agents or employees by any employee of the Vendor, its subcontractors, anyone directly or indirectly employed by any of them of anyone for whose acts any of them may be liable, the indemnification obligation under this clause shall not be limited in any way by limitation on the amount or type of damages, compensation or benefits payable by or for the Vendor or its subcontractors under any Workers' Compensation Act, Disability Act, or other Employee Benefit Act.

12. AVAILABILITY OF FUNDS. City funds may not be available for performance under this Agreement beyond September 30 of each year of this Agreement. The City's obligation for performance of this Agreement beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the City for any payment may arise for performance under this Agreement beyond the referenced date until funds are made available.

13. NOTIFICATION OF INSOLVENCY. In the event the Vendor enters into a proceeding relating to bankruptcy or an assignment for the benefit of creditors, whether voluntary or involuntary, the Vendor agrees to furnish, by certified mail or other method authorized by the Agreement, written notification of the proceeding to the City. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to bankruptcy filing or transfer of legal and equitable title of assets to a third party under an assignment for the benefit of creditors. This notification shall include the date on which the bankruptcy petition was filed or the transfer consummated, the identity of the court in which the bankruptcy petition was filed or the name of the entity holding Vendor's assets, and a listing of City contract or purchase order numbers for all City contracts against which final payment has not been made. This obligation remains in effect until final payment of net receipts under this Agreement has been made to the Vendor.

14. CHOICE OF LAW AND VENUE. All questions concerning the construction, validity, and interpretation of this Agreement shall be governed by the law of the State of Florida. Any dispute arising out of, concerning, or relating to this Agreement between the Parties shall be resolved exclusively in a federal or state court of competent jurisdiction located in Tallahassee, Leon County, Florida. To the extent necessary, the Parties hereby submit to, and agree not to contest, the jurisdiction of such courts. The Parties also agree to waive any right to trial by jury in any dispute or litigation arising from, concerning, or relating to this Agreement.

15. REMEDIES. No remedy herein conferred upon any Party is intended to be exclusive of any other remedy. 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 at equity 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.

16. NO WAIVER; SEVERABILITY; SECTION HEADINGS. No failure of either Party to exercise or enforce any of its rights under this Agreement shall act as a waiver of such rights. If any provision of this Agreement is determined in any proceeding binding upon the Parties to be invalid or unenforceable, that provision will be deemed severed from the remainder of the Agreement and the remaining provisions shall continue in full force and effect; provided however, that if a court by limiting such provision determines that the provision would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited so long as the result is consistent with the Parties' expressed intentions herein. The section headings in this Agreement are solely for the convenience of the Parties and have no legal or contractual effect. This Agreement is entered into by sophisticated entities with access to counsel and shall not be construed against either Party as the "drafting" party.

17. RELATIONSHIP BETWEEN THE PARTIES. The Vendor and the City acknowledge and agree that this Agreement is not and shall not be construed as an agreement of joint venture, partnership, agency, franchise, or employment between the Parties or their respective employees. For all purposes under this Agreement, each Party shall be and act as an independent contractor to the other and shall not be authorized to, and shall not, bind or attempt to bind the other to any contract or agreement.

18. NOTICES. All notices required to be given under this Agreement shall be given in writing and sent to the following:

For the City:

Attn: Fleet Management Director
400 Dupree Street
Tallahassee, FL 32304
with a copy via email to:
Jeffery.Shepard@talgov.com

For the Vendor:

Attn: Chris Wilson
3003 US Hwy 27 South
Sebring, FL 33870
with a copy via to:
Chris.Wilson@AlanJay.com

All notices shall be given by certified or registered mail, overnight carrier, or personal delivery. Such notices shall be deemed given on the date of receipt of delivery of (or refusal to accept) said notice. Notwithstanding the foregoing, any day-to-day operational correspondence may be made by phone, email, or other mutually agreeable mechanism.

19. ASSIGNMENT. Neither Party may sell, assign, or transfer this Agreement without the prior written consent of the other Party; provided, however, that either Party may (with notice but without the prior consent of the other Party) assign this Agreement by operation of law, pursuant to a merger or acquisition of all or substantially all of its stock or assets, or to its affiliate. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. The Vendor shall notify the City, in writing, thirty (30) calendar days prior to any assignment or transfer as allowed by this paragraph.

20. PUBLIC RECORDS. The Parties acknowledge that the City is a governmental entity and is subject to Florida's Public Records Law, Chapter 119, Florida Statutes. The Parties further acknowledge that some, or all, of the information, materials, documents provided to the City by the Vendor may be public records and, as such, may be subject to disclosure to, and copying by, the public unless otherwise exempted by statute. This provision shall constitute the City's sole obligation relating to maintaining confidentiality of any information or proprietary material of any kind submitted by the Vendor.

The Vendor also recognizes that by doing business with the City, its records relating to the Agreement may also be subject to the Public Records Act. **If the Vendor has questions regarding the application of Chapter 119, Florida Statutes, to the Vendor's duty to provide public records relating to this Agreement, the Vendor may contact the City's Custodian of Public Records at:**

City Treasurer-Clerk
(850) 891-8130
records@talgov.com

Mailing Address:
City Hall
300 S. Adams Street
c/o Records Division, Box A-31
Tallahassee, Florida 32301

21. SUBCONTRACTORS. Subcontractors are not allowed under this Agreement.

22. FORCE MAJEURE. Neither Party shall be liable for non-performance or delay, other than the payment of fees due hereunder, due in whole or in part to any Force Majeure Event. Force Majeure Event shall be defined as occurrence of an event which is outside the reasonable control of a party and

which prevents that party from performing its obligations under a contract. In the event a Party is hindered or prevented from performing hereunder due to a Force Majeure Event, such Party shall notify the other Party of the Force Majeure Event and the extent of its suspension as soon as reasonably practicable. Failure to give notice as timely as practicable under the circumstances shall result in the forfeiture of a Party's right to suspend its obligations hereunder. If a Force Majeure Event prevents, hinders, or delays performance of a Party's obligations hereunder for more than thirty (30) days, the Party not prevented from performing may, at its sole option, terminate this Agreement upon notice to the other Party.

23. INSURANCE COVERAGE. Prior to commencing work, the Vendor shall procure and maintain, at the Vendor's own cost and expense, throughout the Term of the Agreement, the following types and limits of insurance coverage in relation to the performance of work or provision of services hereunder by the Vendor, its agents, representatives, employees or subcontractors.

A. Commercial General/Umbrella Liability Insurance. \$1,000,000 limit per occurrence for property damage and bodily injury. The Vendor should indicate whether the coverage is provided on a claims-made or, preferably, on an occurrence basis. The insurance shall include coverage for the following:

- * Premise/Operations;
- * Explosion Collapse and Underground Property Damage Hazard (only where applicable to the project);
- * Products/Completed Operations;
- * Contractual;
- * Independent Contractors;
- * Broad Form Property Damage; and
- * Personal Injury.

B. Business Automobile/Umbrella Liability Insurance. \$1,000,000 limit per accident for property damage and personal injury, including coverage for:

- * Owned/Leased Autos;
- * Non-owned Autos; and
- * Hired Autos.

C. Workers' Compensation and Employers'/Umbrella Liability Insurance. Workers' Compensation coverage with benefits and monetary limits as set forth in Chapter 440, Florida Statutes. This policy shall include Employers'/Umbrella Liability coverage for \$1,000,000 per accident. Workers' Compensation coverage is required as a condition of performing work or services for the City whether the Vendor is otherwise required by law to provide such coverage.

D. Commercial General Liability and Automobile Liability Coverage.

- * The City, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers (together, "City Insureds") are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of the Vendor; products and completed operations of the Vendor; premises owned, leased, or used by the Vendor; or premises on which the Vendor is performing services on behalf of the City. The coverage shall not contain special limitations on the scope of protection afforded the City Insureds.
- * The Vendor's insurance coverage shall be primary insurance for the City Insureds. Any other insurance or self-insurance maintained by or on behalf of the City Insureds shall be excess of the Vendor's insurance and shall not contribute to it.
- * Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City Insureds.
- * Coverage shall state that the Vendor's insurance shall apply separately to each insured against whom a claim is made, or suit is brought, except with respect to the limits of the insurer's liability.

E. Worker's Compensation and Employers' Liability and Property Coverage. The insurer shall agree to waive all rights of subrogation against the City Insureds for losses arising from activities and operations of the Vendor in the performance of services under this Agreement.

F. Garage Liability Coverage. A minimum of \$1,000,000.00 limit per occurrence.

G. Garage Keepers Coverage. A minimum of \$500,000 per accident.

H. All Coverage.

- * Each insurance policy shall name the City as an additional insured.
- * Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City Contract Administrator.
- * If the Vendor, for any reason, fails to maintain insurance coverage which is required pursuant to this Agreement, it shall be deemed a material breach of the Agreement. The City, at its sole option, may terminate this Agreement and obtain damages from the Vendor resulting from said breach.
- * Alternatively, the City may purchase such required insurance coverage (but has no special obligation to do so) and, without further notice to the Vendor, the City may deduct any premium costs advanced by the City for such insurance from sums due to the Vendor.

I. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City Insureds; or the Vendor shall procure a bond guaranteeing payment of losses, related investigation, claim administration, and defense expenses.

J. Acceptability of Insurers. Insurance is to be placed with Florida insurers rated B+X or better by A.M. Best's rating service.

K. Verification of Coverage. The Vendor shall furnish the City with certificates of insurance and with original endorsements providing evidence of required coverage. The certificates and endorsements for each policy must be signed by a person authorized by that insurer to bind coverage on the Vendor's behalf. The certificates and endorsements must be received and approved by the City before work commences. Certificates of Insurance must be annotated with the applicable contract number.

24. SOVEREIGN IMMUNITY. Nothing contained herein shall constitute a waiver by the City of any applicable sovereign immunity as described under the provisions of Section 768.28, Florida Statutes.

25. COUNTERPARTS. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. The Parties agree that electronic signatures of the Parties, whether digital or encrypted, have the same force and effect as manual signatures. Delivery of a copy of this Agreement or any other document contemplated hereby bearing an original or electronic signature by facsimile transmission, by electronic mail in portable document format (.pdf) form, or by any other electronic means intended to preserve the original textual, graphic and pictorial appearance of a document, have the same effect as physical delivery of the paper document bearing an original or electronic signature.

26. ORDER OF PRECEDENCE. In the event of any inconsistency between any provisions of this Agreement and the Agreement Documents, and unless specifically stated otherwise, the inconsistency shall be resolved by giving precedence in the following order:

- A. This Agreement, and any written attachments and future written Amendments or Purchase Orders.
- B. Purchase Orders arising from this Agreement, including any associated quote and build sheets.
- C. City Solicitation RFP No.069-21-KM, including all addenda.
- D. Vendor's Response to the City's Solicitation.

27. E-VERIFY. The Contractor, and its subcontractors, must register with and utilize, the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees, pursuant to Section 448.095, Florida Statutes. Registration must take place prior to execution of this contract. If the Contractor enters into any agreement with a subcontractor for performance of services under this contract, the subcontractor must provide an affidavit to the Contractor which states that the subcontractor does not employ, contract with, or subcontract with any unauthorized aliens. The Contractor is required to maintain a copy of such affidavit throughout the term of this contract.

The Contractor agrees to adhere to the requirements of Section 448.095, Florida Statutes, and understands that failure to comply with the statute will result in termination of this contract. If such termination occurs, the Contractor will not be awarded another City contract for at least one (1) year from the termination date and will be liable for any additional costs incurred by the City as a result of the termination.

28. ENTIRE AGREEMENT. This Agreement, including its attachments and associated documents, constitutes the entire Agreement between the Parties pertaining to the subject matter hereof, and supersedes in their entirety all written or oral agreements previously existing between the Parties with respect to such subject matter. No supplement, modification, addendum, or amendment of this Agreement shall be binding unless executed in writing by both Parties. In the event of any conflict between any terms of this Agreement and any terms of any attachment, the terms of this Agreement shall supersede, govern, and control to the extent of the inconsistency.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their duly authorized representatives.

CITY OF TALLAHASSEE

By:  _____
Reese Goad, City Manager

Approved by the Department

By:  _____
Jeff Shepard, Fleet Management Director

Attest:

By:  _____
James O. Cooke, IV, City Treasurer-Clerk

Approved as to form:

By:  _____
Cassandra K. Jackson, City Attorney

ALAN JAY AUTOMOTIVE MANAGEMENT, INC.

By:  _____
Print Name: Chris Wilson
Title: Fleet Sales Manager





Legal Routing Memo

Date: 1/4/2022

To: City Attorney's Office

From: Administration & Professional

Subject: Legal Review of

- ☒ CONTRACT NO. 5179
 - ☐ AMENDMENT NO.
 - ☐ MEMORANDUM OF UNDERSTANDING OR AGREEMENT
 - ☐ OTHER
-

This document relates to Agreement for New Municipal Vehicles, Cars, Vans, Sport Utility Vehicles, and Light Trucks.

Document has been reviewed and considered ready for execution by either or both:

Procurement Signature: *Antwan Pennywell*

Department Signature: *Kathy Crum, Contract Manager - Fleet Management*

TO BE COMPLETED BY LEGAL

Legal review completed on: 1/4/2022

Legal review performed by: Kellie Scott

Approved for execution: ☒ yes ☐ no



**AMENDMENT 1 TO AGREEMENT NO. 5179
A CONTRACT FOR NEW MUNICIPAL VEHICLES, CARS
VANS, SPORT UTILITY VEHICLES, AND LIGHT TRUCKS**

THIS AMENDMENT is made this 01/16/2025, between the **CITY OF TALLAHASSEE**, a Florida municipal corporation (the "City"), and **ALAN JAY AUTOMOTIVE MANAGEMENT, INC., d/b/a Alan Jay Fleet Sales**, a Florida profit corporation (the "Vendor"). The City and the Vendor may be referred to individually as a "Party" and together as the "Parties."

RECITALS

WHEREAS, the Parties entered into Agreement No. 5179 ("Agreement") dated January 13, 2022, for the purchase of New Municipal Vehicles, Cars, Vans, Sport Utility Vehicles, and Light Trucks, under RFP No. 096-21-KM; and,

WHEREAS, the Parties desire to amend the Agreement to address changes to Section 3, Purchases Made by Other Public Agencies, and to extend the Agreement term pursuant to Section 7, Term.

NOW, THEREFORE, in consideration of the following mutual covenants set forth herein and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree to amend the Agreement as follows:

1. **Section 3. PURCHASES MADE BY OTHER PUBLIC AGENCIES**, is hereby deleted, and replaced with the following:
 - A. With the consent and agreement of the Vendor and the City, purchases may be made by other local, state, or national governmental agencies, political subdivisions, or other public entities under this Agreement. Potential purchaser(s) **MUST** submit their request for utilization to Fleet Contract Manager, Kathy Crum via email at kathy.crum@talgov.com prior to purchasing under this Agreement. These purchases shall be governed by the same terms and conditions stated herein.

(1) The City charges an administrative fee of \$200.00 per vehicle sold. The Vendor shall be responsible for reporting, collecting, and remitting the administrative fee(s) to the City for purchase(s) made by other local, state, or national governmental agencies, political subdivisions, or other public entities pursuant to this Agreement. Should any such purchases be made, the Vendor is responsible for submitting a quarterly report identifying all sales made during the applicable quarter via email to the Fleet Financial Team at fleetadmin@talgov.com, with a copy to Fleet Contract Manager, Kathy Crum at kathy.crum@talgov.com. The subject line of the email should reference: **Reporting Administrative Fees - Agreement No. 5179.**

(2) The Vendor shall remit all administrative fees to the City at the end of the quarter in which payment is received from the purchaser. An email identifying the amount(s) and check number(s) **MUST** also be submitted to the Fleet Financial Team, with a copy to Fleet Contract Manager, Kathy Crum prior to mailing. For questions or requests for Agreement Documents, please contact Kathy Crum at (850) 891-5229.

(3) Administrative fee payments shall be made by check with **Payment Administrative Fees - Agreement No. 5179** referenced on the check. Administrative fees should be mailed to the following address:

Fleet Management Administration
Attn: Fleet Financial Team
400 Dupree Street
Tallahassee, FL 32304

B. This Agreement in no way restricts or interferes with the right of any local, state, or national governmental agency or political subdivision or other public entity to independently address any or all these terms as required by law or to supplement the Agreement if a specific term is not addressed herein.

2. **Section 7.B. Extension Term**, is hereby deleted, and replaced with the following:

B. Extension Term. Upon written, mutual agreement by the Vendor and the City, this Agreement may be extended at the conclusion of the Initial Term for an additional two (2) years (the "Extension").

3. The term of the Agreement is hereby extended for two (2) additional years through January 12, 2027, unless earlier terminated in accordance with the original terms of the Agreement. This is the final extension permitted under this Agreement.
4. Except as specifically amended hereby, the terms and conditions of the Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their duly authorized representatives as of the date set forth in the introductory clause.

ALAN JAY AUTOMOTIVE MANAGEMENT, INC. CITY OF TALLAHASSEE

By: Chris Wilson
Chris Wilson / Jan 13, 2025 07:03 EST
Name: Chris Wilson
Title: Fleet Sales Manager

By: Veronica McCrackin
Veronica McCrackin, Procurement Manager

Attest:

By: James O. Cooke IV
James O. Cooke, IV, City Treasurer-Clerk



Approved as to form:

By: Kristen McRae for
Kristen McRae for / Jan 15, 2025 17:25 EST
Breanna Green, Assistant City Attorney



Legal Routing Memo

Date: 1/7/2025

To: City Attorney's Office

From: Fleet

Subject: Legal Review of

☐ CONTRACT NO. 5179

☒ AMENDMENT NO. 1

☐ MEMORANDUM OF UNDERSTANDING OR AGREEMENT

☐ OTHER

This document relates to solicitation RFP-096-21-KM Municipal Vehicles, Cars Vans, Sport Utility Vehicles, And Light Trucks

Document has been reviewed and considered ready for execution by either or both:

Procurement Signature: Keith Milton

Department Signature: Kathy Crum

TO BE COMPLETED BY LEGAL

Legal review completed on: 1/9/2025

Legal review performed by: Breanna Green

Approved for execution: ☒ yes ☐ no

FSA Cooperative Purchasing Program



Contract Terms and Conditions

FSA23-VEH21.0 – Heavy Trucks and Buses

**FSA23-VEL31.0 – Pursuit, Administrative and
Other Vehicles**

FSA23-EQU21.0 – Equipment

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

Table of Contents

1.0 GENERAL CONDITIONS.....	5
1.01 BID CORRESPONDENCE.....	5
1.02 PURPOSE	5
1.03 TERM OF CONTRACT	5
1.04 JURISDICTION	5
1.05 SHERIFF AS COUNTY CONSTITUTIONAL OFFICER	5
1.06 FUNDING	6
1.07 CURRENCY	6
1.08 GENERAL DEFINITIONS.....	6
1.09 ELIGIBLE PURCHASERS OF CONTRACT	8
1.10 LEGAL REQUIREMENTS	8
1.11 PATENTS & ROYALTIES.....	9
1.12 FEDERAL AND STATE STANDARDS	9
1.13 UNDERWRITERS’ LABORATORIES	9
1.14 AMERICANS WITH DISABILITIES ACT	9
1.15 REASONABLE ACCOMMODATION	9
1.16 DISADVANTAGED BUSINESSES.....	9
1.17 ANTI-DISCRIMINATION	10
1.18 BEST COMMERCIAL PRACTICES	10
1.19 PUBLIC ENTITY CRIMES (PEC).....	10
1.20 TAX EXEMPTION.....	10
1.21 ORDER OF PRECEDENCE IN THE EVENT OF CONFLICT	11
1.22 COMMUNICATIONS	11
1.23 CLARIFICATION AND ADDENDA	11
1.24 SIGNED BID CONSIDERED AN OFFER	12
1.25 ASSIGNMENT OF CONTRACT	12
1.26 TERMINATION OF PRODUCT LINE.....	12
1.27 DEMONSTRATION OF COMPETENCY	12
1.28 VENDOR ABILITY TO PERFORM.....	13

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions

1.29	FINANCIAL RESPONSIBILITY	13
1.30	QUALITY AND SAFETY	13
1.31	NONCONFORMANCE	14
1.32	GRATUITIES	14
1.33	TIE BIDS	14
1.34	RIGHT TO AUDIT.....	14
1.35	LICENSES AND PERMITS	15
1.36	PERFORMANCE BONDS.....	15
1.37	ELIMINATION FROM CONSIDERATION	15
1.38	INDEPENDENT PREPARATION.....	15
1.39	DEFAULT	16
1.40	PROTESTS AND ARBITRATION.....	16
1.41	NONPERFORMANCE	17
1.42	SEVERABILITY	18
1.43	TERMINATION FOR CAUSE.....	18
1.44	TERMINATION WITHOUT CAUSE	18
1.45	CONTRACT ADVERTISEMENT AND USE OF FSA LOGO.....	19
2.0	BIDDER INSTRUCTIONS	20
2.01	QUALIFICATION	20
2.02	LICENSING AND FACILITIES	20
2.03	INSURANCE AND INDEMNIFICATION.....	21
2.04	SPECIFICATIONS	23
2.05	SEALED BIDS.....	23
2.06	MISTAKES	23
2.07	EXCEPTIONS	23
2.08	EQUIVALENTS.....	23
2.09	MANDATORY PRE-BID MEETING	24
2.10	PRICES QUOTED – HEAVY TRUCKS AND BUSES AND EQUIPMENT INVITATIONS TO BID 24	
2.11	PRICES QUOTED – PURSUIT, ADMINISTRATIVE AND OTHER VEHICLES INVITATION TO BID	24

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

2.12	PURSUIT, ADMINISTRATIVE, AND OTHER VEHICLES CONTRACT COST-PLUS-PERCENT PRICING	25
2.13	OPTION PRICING – EQUIPMENT INVITATION TO BID	26
2.14	OPTION PRICING – HEAVY TRUCKS AND BUSES AND PURSUIT, ADMINISTRATIVE AND OTHER VEHICLES INVITATIONS TO BID	27
2.15	EMERGENCY LIGHTS AND SIRENS	28
2.16	BID SUBMISSION	29
2.17	ZONE BIDDING	30
2.18	EXECUTION OF BID	30
2.19	MODIFICATION OR WITHDRAWALS OF BIDS	30
2.20	LATE BIDS	30
2.21	BID OPENING	30
2.22	DETERMINATION OF RESPONSIVENESS	31
2.23	RESPONSIBLE BIDDER CRITERIA	31
2.24	BASIS FOR AWARD	31
2.25	BID TABULATIONS	32
2.26	MINOR IRREGULARITIES/RIGHT TO REJECT	32
2.27	CONE OF SILENCE	32
3.0	CONTRACT CONDITIONS	33
3.01	GENERAL REQUIREMENTS	33
3.02	STATEMENT OF AUTHORITY	33
3.03	VENDOR CONTACT INFORMATION	33
3.04	ADDITIONS OR DELETIONS	33
3.05	CONTRACT EXTENSION	33
3.06	PRICE ADJUSTMENT	34
3.07	CONDITIONS	34
3.08	PRODUCTION CUTOFF	35
3.09	FACILITIES	35
3.10	PURSUIT RATED VEHICLES & MOTORCYCLES	35
3.11	SPECIAL SERVICE VEHICLES	35
3.12	CAB AND CHASSIS PURCHASES	35

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

3.13 FACTORY-INSTALLED OPTIONS 35

3.14 VENDOR-INSTALLED OPTIONS 36

3.15 NON-SCHEDULED OPTIONS 36

3.16 FORCE MAJEURE 36

3.17 PURCHASE ORDERS..... 36

3.18 REGISTRATION, TAG, AND TITLE 37

3.19 DELIVERY 37

3.20 INSPECTION AND ACCEPTANCE 38

3.21 INVOICING AND PAYMENTS..... 38

3.22 WARRANTY..... 39

3.23 QUARTERLY REPORTS 39

3.24 ADMINISTRATIVE FEE..... 39

3.25 LIQUIDATED DAMAGES..... 40

Appendix A: Zone Map..... 42

Appendix B. Bid Calendar..... 43

Appendix C: ACH Payments 45

Appendix D: Federal Clauses..... 46

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

1.0 GENERAL CONDITIONS

1.01 BID CORRESPONDENCE

All correspondence regarding this bid should be directed to the Florida Sheriffs Association, "FSA". Please be sure to reference the bid number and title and provide your contact information. Communication for this Invitation to Bid should be identified by contract number and title and directed to:

Florida Sheriffs Association
Attn: Cooperative Purchasing Program Coordinator
2617 Mahan Drive
Tallahassee, FL 32308
E-mail: CPP@flsheriffs.org

1.02 PURPOSE

The Florida Sheriffs Association invites interested Bidders, including manufacturers and dealers or authorized representatives to submit responses in accordance with these solicitation documents. The FSA Cooperative Purchasing Program will conduct the solicitation process and administer the resulting contract. The purpose of this bid is to establish contracts with manufacturers and manufacturer's authorized dealers for contract terms specified under Section 1.03 for the purchase of items on a "no trade-in basis."

1.03 TERM OF CONTRACT

The term for Contracts FSA23-VEL31.0 Pursuit, Administrative and Other Vehicles and FSA23-VEH21.0 Heavy Trucks and Buses shall remain in effect for one year from date of contract execution by the FSA, and may be extended by mutual agreement, at the sole option and discretion of the FSA. The initial term of these contracts begins October 1, 2023, and ends September 30, 2024.

The term for Contract FSA23-EQU21.0 Equipment shall remain in effect for two years from date of contract execution by the FSA, and may be extended by mutual agreement, at the sole option and discretion of the FSA. The initial term of this contract begins October 1, 2023, and ends September 30, 2025.

Contract extensions will only be executed when the FSA determines, based on then-existing conditions, that it is in the best interest of the FSA and the purchasers to do so.

1.04 JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue shall lie in the appropriate court in and for Leon County, Florida.

1.05 SHERIFF AS COUNTY CONSTITUTIONAL OFFICER

The Offices of the Sheriff in the State of Florida are constitutional offices of the State of Florida. Each has the authority either individually or collectively to execute contracts for all goods and services for the proper conduct of that office. Section 30.53, Florida Statutes, exempts the sheriffs' offices from the provisions of the Florida Statute that would otherwise require sealed and competitive bidding procedures.

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions

The Office of the Sheriff is not required by law to accept the lowest priced proposal and may reject any or all of the proposals without recourse. Bidders are solely responsible for their own bid preparation costs and nothing in this solicitation in any way obligates the participating sheriffs' offices for any payment for any activity or costs incurred by any Bidder in responding to this solicitation.

1.06 FUNDING

In the case of certain purchasers, including state agencies, funds expended for the purposes of the contract must be appropriated by the Florida Legislature, the individual participating agency or the agency's appropriating authority for each fiscal year included within the contract period. For such agencies, their performances and obligations to pay for products or services under any resulting contract, or purchase order, are contingent upon such an annual appropriation by the Legislature, individual agency or by the appropriating authority. Therefore, any contract or purchase order with such an agency shall automatically terminate without penalty or termination costs in the event of non-appropriation.

1.07 CURRENCY

All transaction amounts, bids, quotes, provisions, payments or any part of this contract relating to currency are to be made in United States Dollars.

1.08 GENERAL DEFINITIONS

The terms used in this contract are defined as the following:

- A. **Base Specification:** Written descriptions of the minimum requirements for each item or item group developed by the FSA CPP for Bidders to bid on. These item requirements may be unique to FSA CPP and require additional components to the manufacturer's standard item.
- B. **Bid System:** The online forum used for the submission of bids and review of bid results for the specifications connected to this Invitation to Bid. VendorLink is the software used for this bid.
- C. **Bidder:** A bidder or enterprise that submits a formal bid to the Florida Sheriffs Association Cooperative Purchasing Program in accordance with the Florida Sheriffs Association Cooperative Purchasing Program Terms and Conditions. A bidder, that is not the manufacturer, must be authorized by the manufacturer to market and sell an item for which they are bidding.
- D. **Build sheet:** A document from the Bidder that confirms that the item submitted by Bidders meets or exceeds the FSA CPP Base Specification. Build sheets include, but are not limited to, the factory options list and door data plate information for vehicles that include details such as engine size and transmission, paint codes, production date, axle code, etc.
- E. **Dealer:** An enterprise authorized by the manufacturer to market, sell, provide, and service the items for the Florida Sheriffs Association Cooperative Purchasing Program. Dealers may be Vendor-owned and controlled, in whole or in part, or independently owned and controlled.
- F. **End User:** A term used to distinguish the person who ultimately uses or is intended to use a product or for whom a product is designed for use.

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

- G. **Factory:** Refers to the manufacturer produced products.
- H. **Fleet Advisory Committee (committee):** An employee of a sheriff's office or other local governmental agency, or person who FSA CPP identifies as a subject matter expert who assists with the development of bid specifications and evaluation of bid responses. The committee makes recommendations to the FSA CPP and is not responsible for final awards.
- I. **Florida Sheriffs Association Cooperative Purchasing Program (FSA CPP):** The entity that administers the Invitation to Bid and contract administration functions for the resulting contract(s).
- J. **Invitation to Bid:** A competitive solicitation and award process established through the issuance of an invitation to Bidders, vendors, dealers and manufacturers to submit a price offer on a specific product to be provided. This term shall include the Bid Specifications available to Bidders on the Bid System and references to solicitation documents. The term shall not include requests for proposals, requests for quotes, requests for letters of interest, or the solicitation of purchase orders based on oral or written quotations.
- K. **Manufacturer:** The original producer or provider of items offered on this contract.
- L. **Manufacturer's Suggested Retail Price (MSRP):** Manufacturer's Suggested Retail Price (MSRP) represents the Manufacturer's recommended retail selling price, list price, published list price, or other usual and customary price that would be paid by the purchaser. The following are acceptable sources of current MSRPs and MSRP Lists for use in submission of the bid solicitation and the resulting contract:
 - a. Manufacturer's Computer Printouts
 - b. Chrome Systems, Inc.'s PC Carbook Plus and PC Carbook Fleet Edition
 - c. Manufacturer's Annual U.S. Price Book
 - d. Manufacturer's official website
- M. **Non-Scheduled Option:** Any optional new or unused component, feature or configuration that is not included or listed in the Base Specifications or options provided by the Vendor.
- N. **Production Cutoff:** A date used by manufacturers to notify vendors and dealers that the manufacturer has reached maximum capacity for orders or are discontinuing the production of an item. Vehicle manufacturers use this term when referring to any given model year for production.
- O. **Published List Price:** A standard "quantity of one" price currently available to government and educational purchasers, excluding cooperative or volume discounts.
- P. **Purchase Order:** A request for order from a purchaser to an awarded Vendor for an item that has been awarded on this contract. Purchase Orders placed using this contract formalize the terms and conditions of this contract under which a Vendor furnishes items to a purchaser.
- Q. **Purchaser:** A purchaser is an entity that seeks to obtain items awarded on this contract by meeting the eligible user criteria.
- R. **Qualification Packet:** This document contains the required forms, attestations, authorizations, and organizational information needed by Bidders to submit a successful and complete bid.

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions

- S. Terms & Conditions: This document, which serves as the governing Invitation to Bid and contract for the identified FSA CPP Invitation to Bid and resulting contract(s). Standard regulations, processes, procedures, and compliance requirements are identified herein. Bidders complete a qualification packet during the bid process indicating they agree to comply with the Terms & Conditions, and that this will serve as a contract for both parties, should the Bidder(s) receive award.
- T. Third Party Supplier: Businesses external to a Bidder or Vendor that provide products and services which contribute to the overall finished item in this contract. Third Party Suppliers are contractors under the direction and responsibility of the Bidder or Vendor.
- U. Vendor: The Bidder(s) that receive award, who agree to provide the contract items that meet the requirements and Base Specifications of the contract. The Vendor must agree to the Terms & Conditions, which will serve as the governing contract. If the Vendor is not the manufacturer, the Vendor must be authorized by the manufacturer to market, sell, provide, and service all awarded items.
- V. Vendor Installed: A product or service provided by the Vendor or other third party; not the factory.

1.09 ELIGIBLE PURCHASERS OF CONTRACT

Awarded bid contract prices, will be extended and guaranteed to the Florida Sheriffs Association, any unit of local government, political subdivision or agency of the State of Florida. This includes, but is not limited to counties, municipalities, sheriffs' offices, clerks, property appraisers, tax collectors, supervisors of elections, school boards or districts, water management districts, other special districts, police and fire departments, emergency response units, state universities and colleges, or other state, local or regional government entities within the State of Florida. Eligible purchaser also includes all Eligible Users as defined in F.A.C. 60A-1.001(2).

All purchasers are bound by applicable Federal and State law, local ordinances, rules and regulations for purchases made under this contract. Participating agencies cannot guarantee any order other than those ordered by the individual agency.

In addition, awarded bids can be extended and guaranteed to other entities, which can include out-of-state sales, in accordance with Vendors' individual manufacturers' agreements. Vendors that wish to extend contract pricing to entities other than those defined here are governed by their manufacturers' agreements and must agree to the Terms & Conditions.

1.10 LEGAL REQUIREMENTS

Federal, State, and local laws, ordinances, rules and regulations, including any applicable motor vehicle dealer laws, that in any manner affect the items covered herein apply. Lack of knowledge by the Bidder of applicable legal requirements will in no way be a cause for relief from responsibility.

Bidders have the option to certify that they are willing to accept purchase orders funded in whole or in part with federal funds. By opting in, Bidders certify that they are willing to comply with the requirements outlined in Appendix D upon receipt of a federally funded purchase order. This is not a requirement of the Invitation to Bid or contract. Bidders are not required to opt-in; however, they are required to indicate whether they will opt-in or opt-out of receiving federally funded purchase orders. FSA CPP has taken actions to provide and develop information, materials, and resources for Bidders, Vendors and purchasers that will assist in the use of federal funding with this

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

contract. It is the responsibility of the purchaser to determine compliance for each Vendor, if they wish to use federal funds for purchase or intend to request reimbursements using federal funds.

1.11 PATENTS & ROYALTIES

The Bidder/Vendor, without exception, shall indemnify and hold harmless the Florida Sheriffs Association (FSA) and its employees from liability of any nature or kind, including costs and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the FSA or a purchaser.

If the Bidder/Vendor uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the bid prices shall include all royalties or costs in any way arising, directly or indirectly, from the use of such design, device, or materials in any way involved in the work.

1.12 FEDERAL AND STATE STANDARDS

It is the intent of FSA CPP that all specifications herein are in full and complete compliance with all Federal and State of Florida laws, requirements, and regulations applicable to the type and class of commodities and contractual services being provided.

In addition, any applicable Federal or State legal or regulatory requirements that become effective during the term of the Terms & Conditions, regarding the items and services specifications, safety, and environmental requirements shall immediately become a part of the Terms & Conditions. The Vendor shall meet or exceed any such requirements of the laws and regulations. If an apparent conflict exists, the Vendor shall contact the FSA CPP immediately.

1.13 UNDERWRITERS' LABORATORIES

Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall be Underwriters' Laboratories, or U.L., listed or re-examination listing where such has been established by U.L. for the item(s) offered and furnished.

1.14 AMERICANS WITH DISABILITIES ACT

To request this material in accessible format, sign language interpreters, information on access for persons with disabilities, or any accommodation to review any document or participate in any FSA sponsored proceeding, please contact FSA Human Resources at (850) 877-2165 five business days in advance to initiate your request. TTY users may also call the Florida Relay Service at 711.

1.15 REASONABLE ACCOMMODATION

In accordance with the Title II of the Americans with Disabilities Act, any person requiring an accommodation because of a disability at the bid opening must contact the FSA Human Resources at (850) 877-2165.

1.16 DISADVANTAGED BUSINESSES

As part of the solicitation process FSA CPP makes information publicly available to potentially qualified entities, and conducts additional outreach to qualified:

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions

- Small businesses,
- Minority-owned small businesses,
- Women-owned small business enterprises, and
- Disadvantaged business enterprises.

FSA CPP takes necessary affirmative steps to ensure that minority businesses, women's business enterprises, and labor surplus area firms are used, when possible, as recommended by 2 C.F.R. § 200.321. FSA CPP will:

- Evaluate whether small, minority, and women's businesses are potential sources,
- Place those qualified small and minority businesses and women's business enterprises on solicitation lists, and
- Search the Small Business Administration, Minority Business Development Agency, and Labor Surplus Area reports for additional potential sources.

Bidders self-certify in the qualification packet whether they meet the state and federal definitions of a small business, minority-owned small business, women-owned small business enterprise, and disadvantaged business.

1.17 ANTI-DISCRIMINATION

The Bidder certifies that they are in compliance as applicable by federal or state law with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.

1.18 BEST COMMERCIAL PRACTICES

The apparent silence or omission of any description from the specifications shall be regarded as meaning that only the best commercial practices, size, and design are to be used. All workmanship is to be first quality. All interpretations of this specification shall be upon the basis of this statement.

1.19 PUBLIC ENTITY CRIMES (PEC)

In accordance with the Public Entity Crimes Act, Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida Department of Management Services following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a vendor, supplier, sub-vendor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

1.20 TAX EXEMPTION

Purchasers making a purchase pursuant to the awarded bid are generally exempt from Federal Excise and State Sales Tax. It is the responsibility of the Vendor to verify that the purchaser is exempt by obtaining the purchaser's Federal Excise and State Taxes and Use Certificate Number.

The Florida Sheriffs Association is a 501(c)3 organization and is exempt from all Federal Excise and State Taxes. The FSA State Sales Tax and Use Certificate Number is 85-8012646919C-3.

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions

1.21 ORDER OF PRECEDENCE IN THE EVENT OF CONFLICT

In the event of conflict, the conflict may be resolved in the following order of priority (highest to lowest):

- Addenda to Contract Terms & Conditions, if issued
- Contract Conditions
- General Conditions
- Addenda to Bid Specifications, if issued
- Bid Specifications
- Bidder Instructions

1.22 COMMUNICATIONS

Communications between a Bidder, lobbyist or consultant and FSA are limited to matters of process or procedure and shall be made in writing to the FSA CPP Staff.

Bidders should not rely on representations, statements, or explanations other than those made in this Invitation to Bid or in any written addendum to this Invitation to Bid, and no oral representations, statements, or explanations shall be deemed to bind the FSA or eligible users.

1.23 CLARIFICATION AND ADDENDA

Any questions or clarifications concerning the Invitation to Bid shall be submitted to FSA CPP by e-mail to CPP@flsheriffs.org with the bid title and number referenced on all correspondence. Final questions must be received by the date for Request for Clarification stated on the Bid Calendar. Questions and answers will be posted to the FSA CPP website on the date indicated on the Bid Calendar. Questions received during the cone of silence date listed on the bid calendar will not be addressed, except as provided herein.

Interpretation of the specifications or any solicitation documents will **not** be made to the Bidder verbally, and if any verbal clarifications are provided, they are without legal effect. FSA CPP will make every attempt to e-mail updates to registered Bidders. However, posting to the FSA CPP website or the Bid System constitutes proper notice of addenda.

The FSA CPP shall issue a Formal Addendum if substantial changes that impact the submission of bids are required. Any such addenda shall be binding on the Bidder and shall become a part of the solicitation document. In the event of conflict with the original specifications, addenda shall govern to the extent specified. Subsequent Formal Addenda shall govern over prior Formal Addenda only to the extent specified. The FSA will not be responsible for any explanation or interpretation made verbally or in writing except those made through the posting of a Formal Addendum.

The bid submission constitutes acknowledgment of addenda to the Bid Specifications. Bids that fail to account for the specification addenda shall be determined to be nonresponsive; however, the FSA CPP may waive this requirement when in its best interest.

After the start of the contract term, FSA CPP will notify all Vendors of any addenda and will require acknowledgement of the new terms and conditions. If the Vendor does not agree to the new terms and conditions, the Vendor's award can be removed or replaced by another Vendor or qualified responsive bidder.

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

1.24 SIGNED BID CONSIDERED AN OFFER

The signed bid shall be considered an offer on the part of the Bidder, which offer shall be deemed accepted upon approval by the FSA CPP. The bid submission must be signed by an authorized representative. Submission of a bid in the FSA CPP Bid System constitutes a signed bid for purposes of bid evaluation. An electronic signature may be used and shall have the same force and effect as a written signature.

1.25 ASSIGNMENT OF CONTRACT

No right or interest in this contract may be assigned, transferred, conveyed, sublet or otherwise disposed of, without prior written consent of the FSA CPP.

If the original Vendor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor-in-interest must perform all obligations under this contract. FSA CPP reserves the right to reject the acquiring entity as Vendor. A change of name agreement will not change the contractual obligations of the Vendor.

In the event a manufacturer reassigns the product line to an alternate company, the Vendor is required to notify the FSA CPP in writing of the change within 10 business days of the reassignment. If the Vendor is not already an approved FSA CPP Vendor, the alternate company is required to submit a Qualifications Packet to the FSA CPP to become an approved Vendor prior to conducting any qualified sales. FSA CPP may approve such assignments of existing or new vendors at its discretion. The Vendor is required to honor the contract pricing and all of the applicable Terms & Conditions throughout the remaining term of the contract.

1.26 TERMINATION OF PRODUCT LINE

If a Vendor terminates a product line (manufacturer or brand), the Vendor is required to notify the FSA CPP within 10 business days of the decision not to retain the product line. FSA CPP may remove the terminated products from the contract.

1.27 DEMONSTRATION OF COMPETENCY

Bidders must be able to demonstrate a good record of performance for a reasonable period of time, and have sufficient financial support, equipment and organization to ensure they can satisfactorily execute the services if awarded a contract under the terms and conditions herein stated.

The terms "equipment" and "organization" as used herein shall be construed to mean a fully equipped and well-established company in line with the best business practices in the industry and as determined by the FSA CPP.

The FSA CPP may consider any evidence available and may require submission of supporting documentation regarding the financial, technical and other qualifications and abilities of a Bidder, including past performance with the FSA CPP in making the award.

FSA CPP may inspect the Bidder's facility prior to the award of contract. Bids will only be considered from firms which are regularly engaged in the business of providing the goods or services described in this Invitation to Bid.

Information submitted in the bid may not be plagiarized and, except in the case of materials quoted from this solicitation or developed by the manufacturer, must be the original work of the individual or company that submits the bid for evaluation.

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions

1.28 VENDOR ABILITY TO PERFORM

The FSA CPP may require Bidders to show proof that they have been designated as authorized representatives of a manufacturer or supplier, which is the actual source of supply. In these instances, the FSA CPP may also require information from the source of supply regarding the quality, packaging and characteristics of the products. Any conflicts between this material information provided by the source of supply and the information contained in the bid submission may render the bid nonresponsive.

During the contract period, FSA CPP may review the Vendor's record of performance and may require submission of supporting documentation to ensure that the Vendor is providing sufficient financial support, equipment and organization.

If the FSA CPP determines that the Vendor no longer possesses the financial support, equipment and organization in order to comply with this section, FSA has the authority to immediately terminate the contract.

By responding to this Invitation to Bid, the Vendor warrants that, to the best of his or her knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Vendor's ability to satisfy the obligations of a resulting contract. The Vendor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Vendor shall immediately notify the FSA CPP and purchaser in writing if its ability to perform is compromised in any manner during the term of the contract.

1.29 FINANCIAL RESPONSIBILITY

Bidder affirms by the submission of the bid and by signature on the contract signature form that the Bidder:

- Has fully read and understands the scope, nature, and quality of work to be performed or the services to be rendered under this bid and has adequate facilities and personnel to fulfill such requirements.
- Accepts the financial responsibility associated with this bid and declares that they have the access to capital (in the form of liquidity or credit lines) in order to meet the financial demands of such award.
- Has assessed the financial responsibility required to serve the contract as bid, including such details as the obligations to perform all items bid, zones bid, and quantities that could be ordered, as well as timing of payment from purchasers, which can be 45 calendar days from receipt of invoice.

1.30 QUALITY AND SAFETY

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new. The items bid must be new, the latest model, of the best quality, and highest-grade workmanship that meet or exceed federal safety standards.

Items requiring certification should require certification of options in cases where non-certified options could result in the decertification of the original product or warranty. In all cases where options are not certified, the Vendor must disclose to the end user that the non-certified options are not required to be certified. All options must meet or exceed federal safety standards.

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

1.31 NONCONFORMANCE

Items may be tested for conformance with specifications. Items delivered that do not conform to specifications may be rejected and returned at the Vendor's expense.

Any violation of these stipulations may also result in:

- Vendor's name being removed from the awarded vendor list.
- FSA and purchasers being advised not to do business with Vendor.

1.32 GRATUITIES

Bidders shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the FSA, for the purpose of influencing consideration of this bid. Bidders shall disclose in writing any conflicts of interest to FSA prior to any award, or as soon as practicable after learning of any such conflict, including any contractual or employment relationships with FSA or potential purchasers of Bidders' products or services.

1.33 TIE BIDS

FSA CPP has the right to award multiple Bidders the primary or alternate award in the event of a tie. In the event the FSA CPP desires to break tie bids, and businesses have qualifying drug-free work programs, the award will be made using the following criteria:

- Bidder within the State of Florida
- Vendors' performance record with purchasers
- Coin Toss

1.34 RIGHT TO AUDIT

Vendor shall establish and maintain a reasonable accounting system that enables FSA CPP to readily identify Vendor's sales. FSA CPP and its authorized representatives shall have the right to audit and to make copies of all related records pertaining to this contract, including all government sales and eligible user information, whether kept by or under the control of the Vendor, including, but not limited to those kept by its employees, agents, assigns, successors, sub-vendors, or third-party suppliers in whatever form they may be kept – written or electronic. Such records shall include, but not be limited to:

- Accounting records, including but not limited to purchase orders, confirmation of orders or invoices, paid vouchers, cancelled checks, deposit slips, ledgers, and bank statements;
- Written policies and procedures;
- Subcontract files (including proposals of successful and unsuccessful Bidders, bid recaps, etc.);
- Original estimates, quotes, or work sheets;
- Contract amendments and change order files;
- Insurance documents; or
- Memoranda or correspondence.

Vendor shall maintain such records during the term of this contract and for a period of three (3) years after the completion of this contract. At the Vendor's expense and upon written notice from FSA CPP, the Vendor shall provide such records for inspection and audit by FSA CPP or its authorized representatives. Such records shall be made available to FSA CPP during normal business hours within three business days of receipt of the written notice. FSA CPP may select the Vendor's place of business or offsite location for the audit. The FSA CPP may also request the Vendor provide requested records via e-mail.

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions

Vendor shall ensure FSA has these rights with Vendor's employees, agents, assigns, successors, and third-party suppliers, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Vendor and any sub-vendors to the extent that those subcontracts or agreements relate to fulfillment of the Vendor's obligations to FSA.

Professional fees, personnel costs and travel costs incurred by FSA under its authority to audit and not addressed elsewhere will be the responsibility of the FSA. However, if the audit identifies underreporting, overpricing or overcharges (of any nature) by the Vendor to FSA or a purchaser in excess of three percent (3%) of the total contract billings, the Vendor shall reimburse FSA for the total costs of the audit not to exceed \$5,000. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, FSA may recoup all the costs of the audit work from the Vendor.

Any adjustments or payments that must be made as a result of any such audit or inspection of the Vendor's invoices or records shall be made within a reasonable amount of time (not to exceed 60 calendar days) from presentation of FSA's findings to Vendor.

FSA has the right to assess damages or seek reimbursements or refunds based on audit results.

1.35 LICENSES AND PERMITS

The Bidder shall obtain and pay for all licenses, permits and inspection fees for this bid submission and any resulting contract. Where Vendors are required to enter or go onto FSA or purchaser property to deliver materials or perform work or services as a result of a bid award, the Vendor will assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance.

The Bidder must, by the time of award, be registered to do business in the State of Florida on SunBiz.gov.

1.36 PERFORMANCE BONDS

Purchasers may request a performance bond from a Vendor. Performance bonds are recommended with pre-payment and will be at the expense of the requesting agency. Purchasers should determine the best practice in comparing performance bond expense against any prior discounts that may be available.

1.37 ELIMINATION FROM CONSIDERATION

This Invitation to Bid shall not be awarded to any person or Bidder who has outstanding debts to the FSA, whether in relation to current or previous bid awards or for other business purposes.

1.38 INDEPENDENT PREPARATION

A Bidder shall not, directly or indirectly, collude, consult, communicate or agree with any other Bidder as to any matter related to the bid each is submitting. Additionally, a Bidder shall not induce any other Bidder to modify, withdraw, submit, or not submit a bid.

Bidders or Vendors who are found to have engaged in these acts will be considered nonresponsive and will be suspended or barred from bid participation. Any contract award resulting from these acts may be terminated for

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions

default. Further, any such acts detected by the FSA may be reported to relevant law enforcement and/or prosecutorial agencies.

Bidders may submit multiple bids without violating this provision if the bid submitted is not from the same manufacturer and product line. Dealers that share the same ownership may submit multiple bids without violating this provision if the Bidders are not in the same region featuring the same manufacturer and product line.

1.39 DEFAULT

In case of default on the part of Vendor, the FSA CPP may take necessary steps to otherwise procure the products sought, including but not limited to procuring the products or services from the next highest ranked Bidder or from other sources. A defaulting Vendor may be held liable for costs incurred by the FSA in procuring replacement products.

1.40 PROTESTS AND ARBITRATION

Any person who is adversely affected by the decision or intended decision to award shall file a "Notice of Protest" in writing to the FSA CPP within three (3) business days after the posting of the Intent to Award and shall file a formal written protest within five (5) business days after filing the Notice of Protest. Failure to file both a notice of protest and a formal written protest within the above referenced timelines shall constitute a waiver of proceedings.

The burden is on the party protesting the award of the bid to establish grounds for invalidating the award(s). The formal written protest must state with particularity the facts and law upon which the protest is based. Options are for informational purposes only and will not serve as a basis for protest. Failure to do so will result in a denial of protest. Formal written protest which states with particularity the facts and law upon which the protest is based will be reviewed by FSA legal counsel for legal soundness and validity, and corrective action will be taken as needed contingent upon the validity of such claims. However, any additional time required and cost incurred by the FSA to substantiate a protesting party's claim(s) beyond the normal scope of its legal review due to the vague or inconclusive nature of the protesting party's filing will be reimbursable to the FSA and deducted from the protesting party's bond or security which must accompany their filing.

Any Bidder who files an action protesting a decision or intended decision pertaining to this contract shall post a bond, cashier's check or money order payable to the Florida Sheriffs Association in the amount equal to ten percent of the item being protested. The bond, cashier's check or money order must be filed at the time of filing the formal written protest or within the five (5) business day period allowed for filing the formal written protest. FSA CPP will provide the amount required within two (2) business days of the notice of protest received. This bond or security will be conditioned upon the payment of all costs which may be adjudged against the protesting party in a court of law and/or to reimburse the FSA for additional legal expenses incurred and required to substantiate the protesting party's claim(s). Failure to post the bond or security requirement within the time allowed for filing will result in a denial of protest. The filing of the protest shall not stay the implementation of the bid award by the Florida Sheriffs Association.

Should the unsuccessful Bidder(s) decide to appeal the decision of the FSA, they shall file a notice to FSA CPP within three (3) business days of the FSA bid protest decision regarding their intent to request arbitration. A demand for arbitration with the American Arbitration Association's (AAA) commercial panel under its rules and regulations must be made within ten (10) business days of the FSA bid protest decision. Any person who files for an arbitration with the AAA shall post with the Florida Sheriffs Association at the time of filing the formal written arbitration request, a bond, cashier's check or money order payable to the Florida Sheriffs Association in the

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions

amount equal to ten percent of the product line being protested. This amount will be the same amount as the FSA CPP provided at the time of filing the initial protest. Failure to provide written notice to FSA CPP, file a demand for arbitration with the AAA, or failure to post the required bond and security requirement within the specified timelines shall constitute a waiver of arbitration proceedings. By responding to this procurement, the Bidder expressly agrees to the use of mandatory binding arbitration to resolve any appeals of the decision of the FSA, and any claims arising from or in any way relating to the procurement process, and expressly waives any and all rights that it may otherwise have to pursue such claims in any other forum, judicial or otherwise.

If the party filing for arbitration does not prevail, it shall pay all costs, legal expenses and attorney fees of the prevailing party incurred in connection with the arbitration. However, if the filing party prevails, the parties shall share equally the fees and expenses of the arbitration and AAA and each shall bear the cost of their own attorney fees. The filing for arbitration shall not stay the implementation of the bid award by the Florida Sheriffs Association.

1.41 NONPERFORMANCE

By virtue of the bid submission, Bidder acknowledges its obligation to sell items in all zones for which it is awarded. Upon award, failure of the Vendor to comply with these requirements may result in the imposition of liquidated damages of up to \$1,000 per item, which amount the Vendor agrees is reasonable, or probation, suspension, termination or a combination thereof from current and future bids at the FSA CPP's discretion.

The Vendor shall at all times during the contract term remain responsive and responsible. In determining Vendor's responsibility, the FSA CPP shall consider all information or evidence that demonstrates the Vendor's ability or willingness to fully satisfy the requirements of the Terms & Conditions.

Vendors that are not in compliance with any of the provisions of this contract can be assessed liquidated damages, suspended or terminated from the contract. The FSA CPP at its sole discretion may remove a noncompliant Vendor from future competitive bid solicitations; or take other actions including suspension from the contract until compliance issues are resolved, limit current or future vendor participation by items or zones, or other actions as determined by FSA CPP at its sole discretion.

At FSA CPP's discretion, Vendors may be required to develop corrective action plans to address contract compliance. Failure to abide by corrective action plans will result termination from the existing contract and future competitive bid solicitations at the discretion of the FSA CPP.

In situations where there is evidence that the Vendor has engaged in egregious breaches of the contract with respect to either the FSA CPP and/or the purchaser, the contract can be terminated and the Vendor will be removed from future solicitations for a period of up to three (3) years, or a permanent ban from the bid process at the sole discretion of FSA CPP.

Specific conditions for termination include, but are not limited to; failure to perform, refusal to accept orders during the contract period while manufacturer orders are still being accepted for current model year or the new year if the vehicle is price protected by the factory, charging amounts exceeding MSRP on factory or Vendor installed items and packages, requiring the purchase of additional options over and above the base vehicle as a condition of acceptance of order, providing aftermarket options where factory options are available without the consent of the purchaser, any misrepresentation of optional equipment or service as being factory that fails to meet the definition as described in this document, and any other practice deemed to be inconsistent with the intent of the contract.

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions

Any Vendor presented with a valid Purchase Order consistent with Vendor bid quotes or other agreed upon terms and pricing is required by this contract to accept such purchase order and deliver the product. Purchase Orders must be fulfilled whether or not the Purchase Order includes options. The Vendor must deliver this product in accordance with the Terms & Conditions – regardless of whether doing so will provide the Vendor with a profit or loss.

Failure to deliver the item may result in the purchaser seeking damages for the difference of cost to issue a new Purchase Order with another Vendor plus any legal fees and damages that may be incurred in the process to facilitate a completed order. Additionally, FSA CPP may seek damages for nonpayment of administrative fees, to which FSA CPP is entitled, according to Section 3.28, and any attorney's fees incurred in the recovery of these damages.

1.42 SEVERABILITY

In the event any provision of this contract is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the contract, which shall remain in full force and effect and enforceable in accordance with its terms.

1.43 TERMINATION FOR CAUSE

If through any cause within the reasonable control of the Vendor, it shall fail to fulfill in a timely manner, or otherwise violate any of the terms of this contract, the FSA CPP shall have the right to terminate the services remaining to be performed. Written notice of the deficiencies shall be given to the Vendor and unless the deficiencies are corrected within 10 business days, the contract may be terminated for cause immediately. The right to exercise the option to terminate for cause shall be in the sole discretion of the FSA CPP, and the failure to exercise such right shall not be deemed to constitute a waiver of this right.

In the event of a termination for cause, the purchaser shall compensate the successful Bidder in accordance with the contract for all services performed by the successful Bidder prior to termination, net of any costs incurred by the purchaser and FSA as a consequence of the default.

Notwithstanding the above, the Vendor shall not be relieved of liability to the FSA for damages sustained by the FSA by virtue of any breach of the contract by the Vendor, and the FSA CPP may reasonably withhold payments to the Vendor for the purposes of offset until such time as the exact amount of damages due the FSA from the Vendor is determined.

1.44 TERMINATION WITHOUT CAUSE

The FSA CPP can terminate the contract in whole or part without cause by giving written notice to the Vendor of such termination, which shall become effective 30 calendar days following receipt by Vendor of such notice.

In the event of a termination without cause, all finished or unfinished documents and other materials shall be properly delivered to the FSA CPP.

The Vendor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the contract, if any. The Vendor shall not be entitled to recover any lost profits that the Vendor expected to earn on the balance of the contract or cancellation charges.

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

Any payments to the Vendor shall be only to the total extent of the purchaser liability for goods or services delivered prior to the date of notice to terminate the contract.

1.45 CONTRACT ADVERTISEMENT AND USE OF FSA LOGO

The FSA logo is an official logo of the Florida Sheriffs Association designed to promote the program. The logo may be used by Vendors in accordance with this policy. Use of the logo is limited to the original version received from the FSA. Modifications are not permitted.

Methods of use include, but are not limited to:

- Electronic mediums such as websites, digital marketing campaigns, social media and e-mail; or
- Print media such as forms, marketing campaigns, business cards, posters, banners, brochures, flyers and postcards.

Vendors may request use of the logo by contacting cpp@flsheriffs.org, and should include a brief description of how the Vendor intends to use the logo. The official FSA sheriff's star and wreath logo may not be used without prior written permission.

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

2.0 BIDDER INSTRUCTIONS

2.01 QUALIFICATION

Bidders are required to complete the qualification packet as part of the bid submission. A Bidder becomes a qualified bidder if they comply with this section and Section 2.11, Mandatory Pre-Bid Meeting.

Qualification Packet information required for bid qualification include:

- Qualification form
 - Contact Information
 - Business Profile
 - References
 - Disqualifications & Defaults
 - Warranty Service Plan Attestation
 - Emergency Technician Attestation
- Compliance Attestations
 - E-Verify
 - Drug-Free Workplace
 - Workers Compensation
 - Compliance with Applicable Federal, State, and Local Laws and Ordinances
- Federal Compliance
- If willing to comply with the requirements applicable to federally funded purchase orders, Federal Compliance Certifications
 - Certification Regarding Debarment and Suspension
 - Certification Regarding Lobbying
- Contract Signature Form
- Insurance Checklist
 - Certificates of Insurance due five days prior to award

The qualification packet is located on the Bid System.

2.02 LICENSING AND FACILITIES

Bidders are required to obtain all required licenses, including any applicable motor vehicle dealer licenses, and registrations, and comply with all applicable Federal, State, and local laws and ordinances, including any applicable motor vehicle dealer laws, in order to bid on any motor vehicle.

Bidders must maintain a repair facility within the State of Florida to provide warranty service for the items bid. If Bidders do not have a facility, the Bidder must be able to assist purchasers in obtaining warranty work as authorized by the manufacturer.

If a Bidder does not maintain a facility within the State of Florida, the Bidder must have a plan as to how the Bidder would service Florida purchasers if awarded the contract. This warranty service plan must demonstrate that the warranty work will be timely and satisfactorily performed and should include:

- Whether the warranty service provider is approved by the manufacturer;
- If the Bidder plans to contract out for service, a copy of the service agreement; and
- Zone specific service plans to include:
 - Response time to initial call from purchaser,

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions

- Number of personnel available to service the contract,
- Qualifications of personnel providing warranty work, and
- Any additional information that would detail how warranty service would be provided.

The sufficiency of the Warranty Service Plan may be evaluated by the FSA CPP. The FSA CPP reserves the right to request additional information from a Bidder regarding the facility during the solicitation and the term of the contract, if awarded. The FSA CPP may also exercise discretion in examining such facility as deemed necessary.

2.03 INSURANCE AND INDEMNIFICATION

Bidder/Vendor shall be fully liable for the actions of its agents, employees, partners, or third party suppliers and shall fully indemnify, defend, and hold harmless the Florida Sheriffs Association, the participating agencies, and their officers, agents, and employees from suits, actions, damages, and costs of every name and description, including legal counsels' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Bidder/Vendor, its agents, employees, partners, or third party suppliers; provided, however, that the Bidder/Vendor shall not indemnify for that portion of any loss or damages resulting directly from the negligent acts or omissions of the Florida Sheriffs Association and participating agencies or proximately caused by intentional wrongful acts or omissions of the Florida Sheriffs Association and participating agencies.

The Florida Sheriffs Association and/or participating agencies shall give the Bidder/Vendor (2) the opportunity to take over and settle or defend any such action at Bidder's/Vendor's sole expense. When reasonable, the Florida Sheriffs Association will give the Bidder/Vendor written notice of an action or threatened action. Bidder/Vendor shall not be liable for any unreasonable cost, expense or compromise incurred by the Florida Sheriffs Association, or participating agencies, in any legal action without Bidder's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed.

The Insurance Checklist summarizes the Bidder's/Vendor's insurance coverage obligations, if awarded. Certificates of Insurance, evidencing such coverages and endorsements as required herein, shall be provided no later than five (5) business days prior to the contract award date. The Vendor may not begin performance under the contract until such Certificates have been approved by the FSA CPP.

The certificate must state Bid Number and Title. FSA must be named as an additional insured for the duration of the contract.

The Vendor shall maintain comprehensive general liability insurance and general aggregate insurance in the amount and coverage levels specified on the Insurance Checklist.

The Vendor shall specifically and distinctly assume, and does so assume, all risks of damage or injury to property or persons used or employed on or in connection with the work and of all damage or injury to any person or property wherever located, resulting from any action or operation under the contract or in connection with the work. It is understood and agreed that at all times the Vendor is acting as an independent contractor. The Vendor shall be responsible for the work and every part thereof, and for all materials, tools, appliances and property of every description, used in connection with this particular contract. The Vendor at all times during the full duration of work under this contract, including extra work in connection with this contract, shall meet the requirements of this section.

The Vendor shall maintain automobile liability insurance including property damage covering all owned, non-owned, hired and scheduled automobiles, when used in connection with the delivery or service of this contract.

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions

The Vendor shall maintain insurance to cover garage operations in the amount specified on the Insurance Checklist when the garage is used to complete work on this contract.

All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and these companies must have a rating of B+ or better per the AM Best Rating.

FSA CPP required insurance coverages must be maintained through the duration of the contract. Upon expiration of the required insurance, the Vendor must email updated certificates of insurance for as long a period as any work is still in progress. No change or cancellation in insurance shall be made without 30 calendar days written notice to the FSA CPP.

It is understood and agreed that all policies of insurance provided by the Vendor are primary coverage to any insurance or self-insurance the FSA possesses that may apply to a loss resulting from the work performed in this contract. All policies issued to cover the insurance requirements herein shall provide full coverage from the first dollar of exposure.

The liability insurance coverage shall extend to and include the following contractual indemnity and hold harmless agreement:

The Vendor hereby agrees to indemnify and hold harmless the FSA, a 501(c)3, its officers, agents, and employees from all claims for bodily injuries to the public and for all damages to the property per the insurance requirement under the specifications including costs of investigation, all expenses of litigation, including reasonable legal counsel fees and the cost of appeals arising out of any such claims or suits because of any and all acts of omission or commission of any by the Vendor, his agents, servants, or employees, or through the mere existence of the project under contract.

The foregoing indemnity agreement shall apply to any and all claims and suits other than claims and suits arising out of the sole and exclusive negligence of the FSA, its officers, agents, and employees, as determined by a court of competent jurisdiction.

The Vendor will notify the insurance agent without delay of the existence of the Hold Harmless Agreement contained within this contract and furnish a copy of the Hold Harmless Agreement to the insurance agent and carrier.

The Vendor will obtain and maintain contractual liability insurance in adequate limits for the sole purpose of protecting the FSA under the Hold Harmless Agreement from any and all claims arising out of this contractual operation.

The Vendor will secure and maintain policies of third-party suppliers. All policies shall be made available to the FSA upon demand. Compliance by the Vendor and all third-party suppliers with the foregoing requirements as to carrying insurance and furnishing copies of the insurance policies shall not relieve the Vendor and all third-party suppliers of their liabilities and obligations under any section or provisions of this contract. Vendor shall be as fully responsible to the FSA for the acts and omissions of the third-party suppliers and of persons employed by them as they are for acts and omissions of persons directly employed by the Vendor.

The FSA can request, and the Vendor shall furnish proof of insurance within seven (7) calendar days of receipt of the written request from FSA. Should the Vendor fail to provide acceptable evidence of current insurance during the contract term, the FSA CPP shall have the right to consider the contract breached and justifying the

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions

termination thereof. If Bidder does not meet the insurance requirements; the FSA may consider alternate insurance coverage.

2.04 SPECIFICATIONS

All items covered by this Invitation to Bid and any resulting contract, and the specifications shall be the manufacturer's current basic production model, and shall, as a minimum, be equipped with all standard factory equipment in accordance with the manufacturer's latest literature unless otherwise noted in the Bid System or FSA CPP item group specification.

The Base Item Specifications are contained in the FSA CPP Bid System, may be requested from FSA CPP, and are retained within FSA CPP's archive. As part of the bid submission, Bidders will be required to provide confirmation that the item bid meets the FSA CPP Base Specification. FSA CPP may reject bids that fail to provide confirmation that the item(s) bid meet the FSA CPP Bid Specifications.

FSA CPP develops the specifications with subject matter experts and publicly available information. However, FSA CPP does not have access to full details from the manufacturer and relies on Bidders to assist in this process. Bidders should immediately notify the FSA CPP of any inaccuracies in the specifications. All notifications of inaccuracies must be in writing.

If awarded a contract, Vendor(s) must offer and supply an item that either meets or exceeds all the requirements included in the applicable Bid Specifications, unless a purchaser specifically issues a Purchase Order for a base item and Option that differs from the Base Specifications. Failure of a Bidder to comply with these provisions will result in Bidders being held responsible for all costs required to bring the item into compliance with the contract specifications.

2.05 SEALED BIDS

For purposes of this solicitation, a sealed bid is considered a bid submitted using the FSA CPP Bid System.

2.06 MISTAKES

Bidders are expected to examine the Base Item specifications, delivery schedules, bid prices and all information pertaining to servicing this contract before submitting a bid. Failure to do so will be at the Bidder's risk.

2.07 EXCEPTIONS

Any requested exceptions, deviations, or contingencies a Bidder may have to the Terms & Conditions must be documented in Bidder's submission. Exceptions to the Base Specifications at the time of the bid submission shall reference the item number, make and model. FSA CPP has the discretion to grant or deny, in whole or in part, the Bidder's requested exception, deviation or contingency to the specifications or Terms & Conditions. Bidder acknowledges that the bid may be disqualified if FSA CPP rejects the proposed exceptions.

2.08 EQUIVALENTS

Prior to the opening of the Bid System, Bidders may request item equivalents. The Bidder must submit the manufacturer name and model number (or product identifier) of each equivalent requested to FSA CPP. Complete,

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions

descriptive, technical literature should demonstrate that the equivalent conforms with specification. If a bid uses equivalents without prior approval, the bid may be disqualified.

2.09 MANDATORY PRE-BID MEETING

Prospective Bidders are required to attend or participate in the mandatory Pre-Bid Meeting. The Pre-Bid Meeting is designed for vendors, the Fleet Advisory Committee and the FSA CPP to clarify questions on the Terms & Conditions and to confirm all Base Item specifications. Questions relating to the items, specifications, the bid process, or award can be asked at the Pre-Bid Meeting. Bidders have the opportunity to suggest technical modifications or corrections before the Base Item specifications are finalized.

FSA CPP reserves the right to grant attendance exceptions to the mandatory meeting if the Bidder has requested authorization, agrees in writing to meet all the Terms & Conditions without exception and further waives their right to protest the bid process in its entirety or any portion thereof.

2.10 PRICES QUOTED – HEAVY TRUCKS AND BUSES AND EQUIPMENT INVITATIONS TO BID

Items and options should reflect the most complete price and be below MSRP and at a minimum should cover the cost of the item or option bid.

Prices quoted in the bid submission should reflect the final amount the Bidder can expect to receive for payment for the items bid for the duration of the contract, unless otherwise provided in the contract. Prices submitted as indicated in the sealed bid are final. Bidders acknowledge that prices quoted will be valid for a period of sixty (60) calendar days from the date of bid opening.

Each item, make, and model must be priced and bid separately. Prices must be inclusive of all the components included in the Base Specification.

Prices bid must include the administrative fee FSA CPP charges to administer the contract, as outlined in these Terms & Conditions. The administrative fee is three quarters of one percent (.0075).

Prices bid must be at least cost, be Free On Board (FOB) destination, and must include delivery to the purchaser.

Upon award, the Vendor has the authority to offer additional discounts based on prompt payment, quantity, as well as additional manufacturer or vendor discounts.

2.11 PRICES QUOTED – PURSUIT, ADMINISTRATIVE AND OTHER VEHICLES INVITATION TO BID

Due to the changing market conditions, the FSA CPP has temporarily moved to a percent above cost, or “cost-plus”, model for the Pursuit, Administrative and Other Vehicles Contract. The cost-plus model allows for Vendors to sell items immediately when order windows open up for next year’s model, when the manufacturer changes price during the contract term, or when new items come to market.

Bidders shall provide a Bid Price and a Percent for each item bid. The Bid Price will be used to evaluate the lowest, responsive and responsible Bidder for each item and zone. The Percent will be used under an awarded contract to determine the cost-plus pricing for new year’s models, when the manufacturer changes price during the contract

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions

term, or when new items come to market. The FSA CPP will use the percent feature of the Bid System as the field to capture the percent above cost that the Vendor can expect to receive from the purchaser for the purchase of an awarded item.

The FSA CPP has the discretion to disqualify Bidders if the proposed Percent is excessive. In order to determine if Percent is excessive, FSA will compare the Percents proposed by Bidders for each item in each zone.

Prices and Percents bid for items and options should reflect the most complete item price, be below MSRP, and at a minimum should at least cover the cost of the item or option bid.

Prices and Percents bid must be at least cost, be Free On Board (FOB) destination, and must include delivery to the purchaser.

As used in this provision, "Item Cost" is defined as the factory invoice price for the item, the Original Equipment Manufacturer (OEM) destination and delivery to dealer, and the FSA Administrative fee, minus the OEM government pricing concessions specific to this bid, all manufacturer incentives, discounts, rebates, concessions and holdbacks.

As used in this provision, "Total Cost" is defined as the Item Cost, plus costs of dealer's floorplan estimated operational expense, and costs of dealer for preparation, cleaning, and assembling, gas, and delivery to zone.

As used in this provision, "Bid Price" is defined as the Total Cost and profit.

As used in this provision, "Percent" is defined as the markup over Item Cost.

Bid Prices will be used as the initial publish pricing for awarded items. As windows open up for next year's model, the manufacturer changes price during the contract term, or as new items come to market, FSA CPP will work with Vendors to update the published pricing for such items based on the awarded Percent, within a reasonable period of time. Vendors may accept Purchase Orders for such items in accordance with these Terms & Conditions before submitting updated published pricing to FSA CPP.

2.12 PURSUIT, ADMINISTRATIVE, AND OTHER VEHICLES CONTRACT COST-PLUS-PERCENT PRICING

Due to the changing market conditions, the FSA CPP has temporarily moved to a percent above cost, or "cost-plus", model for the Pursuit, Administrative and Other Vehicles Contract. The cost-plus model allows for Vendors to sell items immediately when order windows open up for next year's model, when the manufacturer changes price during the contract term, or when new items come to market.

The Bid System provides each Vendors' percent above cost at which the Vendor will sell such items. The Percent provided in the Bid System does not provide a percent discount for items bid.

If Vendor fulfills a Purchase Order at other than published pricing, at purchasers' request, Vendor must provide documentation substantiating the Item Cost, as defined in section 2.11.

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions

2.13 OPTION PRICING – EQUIPMENT INVITATION TO BID

The Bidder shall offer discount below Manufacturer's Standard Retail Pricing (MSRP) or manufacturers published list price for any factory options included in the bid submission and quotes to purchasers, if awarded. FSA CPP requests Vendors include most frequently purchased scheduled, factory and aftermarket options in the bid.

Options are intended to add or delete equipment or features from the Base Specification. Options can provide an upgrade or downgrade to a manufacturer's model, such as a slightly different engine size or horsepower, and should not be made available for purchase separate from the base vehicle or equipment. Options may only provide a downgrade to a manufacturer's model when specifically requested in a Purchase Order issued in accordance with the Terms & Conditions by a purchaser. Bidders shall NOT use options to create equipment that is entirely different than the FSA CPP Base Specification or are available as another specification bid on this Invitation to Bid.

Bidder must use proper factory codes for all factory options. Options available through the factory may be bid and supplied to purchaser as "factory" options, unless otherwise requested in writing by the purchaser.

The FSA CPP has the discretion to disqualify Bidders if the option pricing is excessive or if options listed are not available for the item bid. In order to determine if pricing is excessive, Bidders agree to provide documentation to FSA CPP to verify cost at any time during the solicitation process or during the contract term. This information is for comparison purposes only when determining if pricing is excessive and will not be published.

Option pricing will include all costs of labor associated with the option and cost of labor should not be listed separately within the bid. For purposes of this bid, Emergency Lights and Sirens will require a separate pricing sheet upload in the Bid System. Section 2.15 contains specific instructions and exceptions for Emergency Lights and Sirens.

If a Bidder will offer registration and title services as a fee for service, the Bidder must include the administrative fee as a separate option (i.e., line item) for each item bid. See Section 3.21 for additional details. Government imposed fees should not be included in this option pricing.

No other additional charges or fees are admissible.

If options are not available as a stand-alone option, the Bidder must indicate in their bid submission any option requiring the purchase of other options, and also indicate options that are a part or dependent of another option. Factory package options are allowable under this contract. Factory package options must be included in the options within the bid document and detailed specifically as to what components the package includes.

When calculating the price for a manufacturer's option requested in this bid that is not listed as an option in the manufacturer's order guide (i.e., model or engine upgrade), the Bidder must calculate the option price as the net difference between vendor cost on the representative base vehicle and the total MSRP of the requested option modifying the vehicle. A Bidder may bid less than this price, but at no time charge more than the calculation provided here.

The use of options to facilitate the sale of an alternate manufacturer's product which is outside the scope of the written Base Specification will be determined nonresponsive and the bid will be rejected in whole or part by the FSA CPP.

Example: Bidder CANNOT include option upgrades that result in the selling of a vehicle or truck on one specification that is offered as a separate specification in

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions

the Invitation to Bid. For example, a Vendor who is awarded the bid for 25,500 lb. GVWR Cab & Chassis cannot upgrade this item through an add option to a 30,000 lb. GVWR Cab & Chassis in order to circumvent the bid award winner for the 30,000 lb. GVWR Cab & Chassis.

Purchasers are encouraged to negotiate option pricing with Vendors. Discounts can be provided beyond option prices listed in the contract. The additional discounts for each add option shall be decided by the Vendor.

The options will correspond to the specification or item number. Multiple options may be listed for each specification or item number bid. Therefore, Bidders that do not indicate the correct item number with the option information bid will not have options displayed for the item bid. If option pricing is not uploaded correctly, FSA CPP may require Bidders to correct the formatting of the options, but pricing may not be modified. Failure of the Bidder to make corrections may cause the bid to be rejected.

If the Bidder wishes to offer credit to the purchaser for an option that is standard on the FSA CPP Base Specification, the Bidder should include the word "Credit" at the beginning of the description and continue to describe the option being credited. For example, "Credit: one key fob" that corresponds with the price the Bidder will credit the purchaser.

Loose Equipment can be bid as an option and made available to purchasers for items originally purchased from this contract. For purposes of this provision, "Loose Equipment" is any item of equipment that attaches to the heavy equipment item(s) included in the awarded bid, such as different sized blades. Loose Equipment does not include accessories, such as additional keys.

2.14 OPTION PRICING – HEAVY TRUCKS AND BUSES AND PURSUIT, ADMINISTRATIVE AND OTHER VEHICLES INVITATIONS TO BID

FSA CPP requests Bidders include most frequently purchased options in the Bid System. Option pricing must include the administrative fee. Bidders must provide a price for each option in addition to a percent below MSRP for factory-installed options or a percent above cost for other options.

The FSA CPP has the discretion to disqualify Bidders if the option pricing is excessive. In order to determine if pricing is excessive, Bidders agree to provide documentation to FSA CPP to verify cost at any time during the solicitation process or during the contract term. This information is for comparison purposes and will not be published.

Options are intended to add or delete equipment or features from the Base Specification. Options can provide an upgrade or downgrade to a manufacturer's model, such as a slightly different engine size or horsepower, and should not be made available for purchase separate from the base vehicle or equipment. Options may only provide a downgrade to a manufacturer's model when specifically requested in a Purchase Order issued in accordance with the Terms & Conditions by a purchaser. Bidders shall NOT use options to create an item that is available as another item bid on this Invitation to Bid. The use of options to facilitate the sale of an alternate manufacturer's product which is outside the scope of the Base Specification will be determined nonresponsive and the bid will be rejected in whole or part by the FSA CPP. Bidders must disclose which options require the purchase of other options or are dependent on another option in their bid submission. Option pricing will include all costs of labor associated with the option and cost of labor should not be listed separately.

Bidder must use proper manufacturer codes for factory options. Options available through the factory should be bid and supplied to purchaser as factory options, unless otherwise requested in writing by the purchaser. Factory

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions

package options are permitted under this contract. Factory package options included in the bid submission must detail what components the package includes.

If a Bidder will offer registration and title services as a fee for service, government-imposed fees should be listed at the exact cost and shall not include the FSA administrative fee.

If the Bidder wishes to offer credit to the purchaser for an option that is standard on the FSA CPP Base Specification, the Bidder should include the word "Credit" at the beginning of the description field and continue to describe the option being credited. For example, "Credit: one key fob" and enter the price the Bidder will credit the purchaser.

For purposes of this bid, Emergency Lights and Sirens will require a separate pricing sheet and option upload in the Bid System. Section 2.15 contains specific instructions and exceptions for Emergency Lights and Sirens.

2.15 EMERGENCY LIGHTS AND SIRENS

Under Florida Statute 316.003(1), authorized emergency vehicles are defined as:

Vehicles of the fire department (fire patrol), police vehicles, and such ambulances and emergency vehicles of municipal departments, public service corporations operated by private corporations, the Fish and Wildlife Conservation Commission, the Department of Environmental Protection, the Department of Health, the Department of Transportation, and the Department of Corrections as are designated or authorized by their respective departments or the chief of police of an incorporated city or any sheriff of any of the various counties.

Bidders that will provide or contract to provide emergency light and siren installation must only use installers that possess a current Emergency Vehicle Technician Certification, or an approved equivalent. FSA CPP may request certificates for a Vendor's installers at any time during the contract term. Labor may be charged for the installation of emergency lights and sirens. Labor rates must be disclosed as part of the bid submission. Bidders may not charge for labor for vehicles that are manufactured with emergency lights and sirens, including motorcycles. Prices submitted for emergency lights and sirens shall include all applicable government-imposed fees.

Bidders that install emergency lights and sirens are required to provide and install products that are Society of Automotive Engineers (SAE) certified. SAE Certifications must include Class 1, Class 2 and Class 3 in order to be eligible for participation in the contract. If a lighting or siren product installed on an emergency vehicle is not SAE Certified, the Vendor can be found in default of the contract.

Bid Submission of Emergency Lights and Sirens

If offering emergency lights and sirens, Bidders will be asked to provide pricing by submitting a pricing sheet. An emergency vehicle lights and siren option pricing template is offered in the Bid System. Bidders are encouraged, but not required to use the template. If item or specification group is helpful to display light and siren options, Bidders may categorize the pricing sheet by item group.

Items listed below are required for the submission of the pricing sheet:

- Order code
- Description
- Price (part only)

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions

- Estimated labor hours
- Labor cost per hour

2.16 BID SUBMISSION

Bidders must submit a bid electronically using the Bid System. Bid submissions include a price for each item and option bid in accordance with Section 2.10, 2.11, 2.13, 2.14, and 2.15. Each Bidder must submit a qualifications package for each bid. The bid must be received by the date and time specified on the Bid Calendar in Appendix B. Failure to meet all submission requirements by the date indicated on the Bid Calendar will result in rejection of the bid.

Bid System: VendorLink

The Bid System is located at <https://www.myvendorlink.com>. Bidders are encouraged to participate in training provided. Usernames and passwords will be issued to Bidders after registering in the Bid System. Contact VendorLink at support@evendorlink.com if technical issues arise during bid submission.

Prices are to be rounded to the nearest whole dollar. If a Bidder submits bid pricing using cents, the following formula will be applied to round the bid pricing to the nearest whole dollar: \$.01-.49 will be rounded down to the dollar bid (e.g., \$50.49 = \$50) and \$.50-.99 will be rounded to the next dollar (e.g., \$50.50 = \$51).

Bid Submission

To ensure correct bid submittal and formatting, Bidders shall:

- For the Heavy Trucks and Buses Invitation to Bid, insert a:
 - Price for each item bid by zone
- For the Pursuit, Administrative and Other Vehicles Invitation to Bid, insert a:
 - Bid Price for each item bid by zone, as defined in Section 2.11
 - Percent for each item bid by zone, as defined in Section 2.11
- For the Equipment Invitation to Bid, insert a:
 - Price for each item by zone
- Upload files as instructed in the Bid System; files requested will be in Excel or .pdf.
- Follow all instructions outlined in this Invitation to Bid and provide all requested information.

The bid shall include the following documents:

- Executed Qualifications Packet.
- Build sheet for each item bid as a single .pdf
- Pricing Sheet for Emergency Vehicle Lights and Sirens, if applicable.
- Any requested exceptions or equivalents.

Option Upload

An option sheet should be submitted for each item bid. The Bid System will accept option information for each item through a .pdf file upload. Each option sheet should include a header to identify the FSA CPP contract title and number, the Bidder name, item number, make and model. Each option sheet should include:

- Option
- Description
- Manufacturer order code or identifying code
- Price

For the Heavy Trucks and Buses and Pursuit, Administrative, and Other Vehicles Invitations to Bid, the option sheet should also include:

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions

- Cost plus percent for all items not installed at the factory
- Percent below MSRP for factory installed options

FSA CPP may ask awarded Bidders to supply one hard copy set with digital signatures and original compliance forms, prior to the contract execution. Hard copy bids should not be submitted unless specifically requested by FSA CPP. FSA is not responsible for Bidder's improper use of the Bid System. Exceptions will be granted to this section should any Bid System malfunctions occur.

2.17 ZONE BIDDING

Bidders may bid in one or more geographic zones. Bidders must submit pricing for each zone they wish to be evaluated. The zone map is included in Appendix A. The geographic zones are in place to assist Bidders in estimating costs of delivery, which must be included in the price bid and quoted to the purchaser. For the Pursuit, Administrative and Other Vehicles Contract, the cost of delivery must be included in the Percent.

2.18 EXECUTION OF BID

By submitting a response to this Invitation to Bid, the Bidder agrees to the Terms & Conditions and to be bound by such Terms & Conditions if selected for award. The Bidder must submit the Contract Signature Form with the signature of an authorized representative no later than the bid submittal due date. All Terms & Conditions are applicable throughout the term of the awarded contract and are not specific to any given year, make or model.

2.19 MODIFICATION OR WITHDRAWALS OF BIDS

A Bidder may submit a modified bid to replace all or any portion of a previously submitted bid until the due date and time of the bid submission listed in the Bid Calendar. Modifications received after the bid due date and time will not be considered.

Bids can be withdrawn in writing prior to the contract award. If a Bidder must withdraw the bid, the Bidder must contact FSA CPP immediately. Bid withdrawals are handled on a case-by-case basis and can result in a limitation of participation in future bids.

2.20 LATE BIDS

The responsibility for submitting a bid before the due date and time on the bid calendar is solely and strictly the responsibility of the Bidder. The FSA is not responsible for delays caused by technical problems, any internet outages or delays incurred by electronic delivery, or any other occurrence. Any reference to time will be based on Eastern Time.

2.21 BID OPENING

Bids shall be opened on the date and time specified on the Bid Calendar. The bid opening may occur at the Florida Sheriffs Association, 2617 Mahan Drive, Tallahassee, Florida, or may be offered online.

FSA CPP will provide a bid inspection period for Bidders following the bid opening. The date, time and duration will be announced prior to the bid opening.

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

2.22 DETERMINATION OF RESPONSIVENESS

Determination of responsiveness will take place at the time of bid opening and evaluation. In order to be deemed a responsive bidder, the bid must conform in all material respects to the requirements stated in the Invitation to Bid. As set forth in Section 2.26, FSA CPP reserves the right to waive or allow a Bidder to correct minor irregularities.

2.23 RESPONSIBLE BIDDER CRITERIA

Bids will be evaluated to determine if qualifications and contract requirements are met. Responses that do not meet all requirements of this Invitation to Bid or fail to provide all required information, documents or materials may be rejected as nonresponsive. The FSA CPP will not request documentation or consider a Bidder's social, political or ideological interests in determining if the Bidder is a responsible bidder. FSA CPP will not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

Bidders whose responses, past performance, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of the contract may be rejected as non-responsible. In determining a responsible Bidder, the following factors may be considered:

- Adequacy of facilities, staffing, and financial resources;
- Previous experience with FSA contract or other similar government contracts;
- Ability to provide excellent customer service, including on previous FSA contracts; and
- Any other information relevant to the responsibility of a Bidder of which FSA CPP is aware.

In addition to the requirements set forth by these Terms & Conditions, FSA CPP reserves the right to request staffing, performance and financial information from any Bidder during the evaluation process.

FSA CPP reserves the right to determine which responses meet the requirements, specifications, Terms & Conditions of the solicitation, and which Bidders are responsive and responsible.

FSA CPP further reserves the right to limit participation of Bidders who, in FSA CPP's sole discretion, are determined to present responsibility concerns that call into question the Bidder's ability to perform but that do not rise to the level of requiring rejection of the Bidder as non-responsible.

2.24 BASIS FOR AWARD

For the Heavy Trucks and Buses, and Equipment Invitations to Bid, the FSA CPP shall make awards to the qualified, responsive and responsible Bidder(s) who submitted the lowest priced bid by item, manufacturer, and zone. Awards may also be made to subsequent lowest responsive and responsible Bidders by item, manufacturer, and zone, when determined to be in the best interest of the FSA and the purchaser(s). FSA CPP has the discretion to consider option pricing in making the award and to disqualify Bidders for proposing excessive option pricing.

For the Pursuit, Administrative and Other Vehicles Invitation to Bid, the FSA CPP shall make award to the qualified, responsive and responsible Bidder(s) who submitted the lowest Bid Price by item, manufacturer, and zone. Awards may also be made to subsequent lowest responsive and responsible Bidders by item, manufacturer, and zone, when determined to be in the best interest of the FSA and the purchaser(s). FSA CPP has the discretion to consider Percent and option pricing in making the award and to disqualify bidders for proposing excessive Percent(s) or option pricing.

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions

Awards will not be given to any parties listed on the government wide exclusion in the System for Award Management.

FSA CPP reserves the right to accept or reject any and all bids, and to waive any minor irregularity, technicality or omission if it determines that doing so will serve the purchaser's best interest. FSA CPP reserves the right to make multiple awards for each item, if determined to be in the best interest of the FSA and the purchasers.

Awards will be posted on the FSA CPP website according to the date posted in the bid calendar.

2.25 BID TABULATIONS

The Bid Tabulation report will be posted on the FSA CPP website after the bid submission closes.

If there is a delay in posting the bid tabulation results, FSA CPP will post a notice of the delay and a revised date for posting of results.

2.26 MINOR IRREGULARITIES/RIGHT TO REJECT

The FSA CPP has the right to accept or reject any and all bids, or separate portions thereof, and to waive any minor irregularity, technicality or omission if the FSA CPP determines that doing so will serve its best interest or the best interest of the purchasers. A minor irregularity is a variation from the Terms & Conditions of this procurement that does not affect the price of the bid or give the Bidder a substantial advantage over other Bidders and thereby restrict or stifle competition and does not adversely impact the interests of the FSA or the purchasers. At its option, the FSA CPP may allow a Bidder to correct minor irregularities but is under no obligation to do so. In doing so, the FSA CPP may request a Bidder to provide clarifying information or additional materials to correct the irregularity. However, the FSA CPP will not request, and a Bidder may not provide the FSA CPP with additional materials that affect the price of the bid or give the Bidder an advantage or benefit not enjoyed by other Bidders.

The FSA CPP may also reject any bids not submitted in the manner specified in this document.

2.27 CONE OF SILENCE

This Invitation to Bid is subject to the Cone of Silence that begins the date the bid submission opens through the intent to award date as indicated in the Bid Calendar. During this period, all communications regarding this solicitation between FSA and Bidder will cease, except for procedural questions, questions regarding problems incurred in the use of the Bid System, or communications initiated by the FSA CPP. All permitted communications during this period shall be made in writing to the contacts identified in Section 1.01 of this Invitation to Bid.

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

3.0 CONTRACT CONDITIONS

3.01 GENERAL REQUIREMENTS

Once the bid has been awarded, the terms and conditions of this document become the contract between the FSA CPP and the awarded Vendor. The Terms & Conditions apply to all items purchased from this contract.

3.02 STATEMENT OF AUTHORITY

Each person signing the contract warrants that they are duly authorized to do so and binds the respective party to the contract.

3.03 VENDOR CONTACT INFORMATION

The Vendor shall maintain current contact information with FSA CPP at all times for sales and submission of purchase orders, quarterly reports and administrative fee payments. If a change occurs during the contract, the Vendor must notify FSA CPP immediately.

3.04 ADDITIONS OR DELETIONS

FSA CPP reserves the right to add or delete any items from this bid or resulting contract when deemed to be in the best interest of FSA and purchasers, at its discretion. This decision to take action may be based upon and not limited to few or no sales, product recalls and other safety issues, Vendor or manufacturer performance, or the product's lack of relevance.

For items that come to market during the contract term, FSA CPP may authorize qualified and awarded Vendors to offer the new item under the existing contract terms and conditions, if the manufacturer authorizes a Vendor to sell the item. FSA CPP will request awarded Vendors submit pricing and will evaluate the responses prior to authorizing awarded Vendors to offer the new item.

3.05 CONTRACT EXTENSION

Contract Extension

The contract may be extended by mutual agreement for up to two (2) additional years, on a year-to-year basis. FSA CPP reserves the right to execute a contract extension or to allow the contract to fully or partially terminate and readvertise for bids, whichever is in the best interest of FSA.

The Vendor may request price adjustments for contract extensions as provided for herein. If no request is received from the Vendor, the FSA CPP will assume that the Vendor has agreed that the optional term may be exercised without a price adjustment. Any adjustment request received after the execution of an extension may not be considered unless otherwise provided for in this contract.

Month-to-Month Continuation

In the event a new contract is not active at the time of this contract's expiration, this contract's terms and conditions shall extend on a month-to-month basis and shall not constitute an implied extension of the contract. Such a month-to-month continuation shall be upon the compensation and payment provided herein.

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions

3.06 PRICE ADJUSTMENT

In addition to the cost-plus-percent pricing adjustments available for the Pursuit, Administrative, and Other Vehicles contract, the Terms & Conditions provide the following options for price adjustments:

- Annual Price Adjustments
- Changes to Manufacturer Production or Design
- Manufacturer Certified Adjustments
- Equitable Adjustments

Price adjustment requests must clearly substantiate a need to increase or decrease the price. Price adjustments will not be considered if Vendors are delinquent on administrative fee payments or have outstanding quarterly reports.

Annual Price Adjustment

The FSA CPP may consider annual price adjustments due to:

- Changes in the Producer Price Index (PPI) as published by the U.S. Department of Labor, Bureau of Labor Statistics (BLS); or
- As a result of changes to national or state standards that require substantial price adjustments.

FSA CPP may consider other documentation related to the change to national or state standards but is not obligated to grant price changes without literature from the manufacturer. The FSA CPP will consider the request and will make a final determination on the change in price.

Changes to Manufacturer Production or Design

Significant changes by the manufacturer to the production of and specification design may initiate a price adjustment request. FSA CPP will consider order dates, production factors, model year, or other conditions, as well as the replacement or complete redesign of items. Vendors must provide documentation from the manufacturer.

Manufacturer Certified Adjustments

Vendors must provide documentation from the manufacturer to FSA CPP that shows the additional costs or price adjustments imposed by the manufacturer and substantiate the need for a related price adjustment for this contract.

Equitable Adjustments

The FSA CPP may make an equitable adjustment to the contract terms or pricing at its discretion.

3.07 CONDITIONS

It is understood and agreed that any item offered or shipped as a result of this contract shall be the most current model offered.

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

3.08 PRODUCTION CUTOFF

Vendors shall notify the FSA CPP in writing no less than sixty (60) calendar days prior to the close of final order date by the manufacturer when the final order date is during the term of the contract. Purchase Orders received by the Vendor ten (10) business days prior to the final order date must be accepted and entered into the order system with the manufacturer. Purchase Orders issued and received after the production cutoff date will be subject to availability. In this case, the Vendor and manufacturer have the discretion whether to choose to provide next year's model at current year's prices until the end of the contract term. If the manufacturer cutoff date is during the term of the contract and will affect the purchaser's ability to obtain the items, FSA CPP may consider substitutions from the same manufacturer.

3.09 FACILITIES

The FSA CPP reserves the right to inspect the Vendor's facilities at any time with prior notice.

3.10 PURSUIT RATED VEHICLES & MOTORCYCLES

Vehicles in this category have been reviewed by one or more of the nationally recognized authorities on Police Vehicle Testing Program/Evaluation. These evaluations are not designed to recommend a particular product, but to serve as a resource for vehicles which are currently being offered for law enforcement service. To see the full detailed report, click or copy the links below. At the time of the bid there were two nationally recognized authorities:

[State of Michigan, Vehicle Test Team of the Michigan State Police \(MSP\) Precision Driving Unit](#)

[Los Angeles County Sheriff's Department Law Enforcement Vehicle Test and Evaluation Program Vehicles:](#)

3.11 SPECIAL SERVICE VEHICLES

Vehicles in this category have been reviewed by one or more of the nationally recognized authorities on pursuit vehicle testing program/evaluation. These vehicles are labeled as Special Service Vehicle (SSV) and often used in public safety applications and other areas of government. Refer to manufacturers published information for detailed information regarding these vehicles.

3.12 CAB AND CHASSIS PURCHASES

Vendors performing upfitting of cab and chassis should be licensed and certified to perform such work. Vendors are responsible for tag and title work if the chassis is completed by the Vendor or the Vendor's contracted third-party supplier. The requirements of Florida Statute 319.21 related to the manufacturer statement of origin apply to cab and chassis purchases.

Cab and chassis may be purchased from the Vendor without any required additional upfitting by the Vendor. Vendors are not responsible for tag and title if an incomplete chassis is requested and sold to the purchaser.

3.13 FACTORY-INSTALLED OPTIONS

All options specified as factory-installed are to be installed on the item at the primary site of assembly and are to

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions

be the manufacturer's standard assembly-line product. Aftermarket and vendor-installed equipment will not be accepted as factory-installed. Vendors found supplying aftermarket or vendor-installed equipment where factory-installed are specified shall be required to retrieve all delivered items and supply new items meeting the specifications.

All factory-ordered options are to be original equipment manufacturer (OEM) and installed at the primary site of assembly unless otherwise noted by the Vendor and acknowledged in writing by the purchaser. Verbal agreements will not be recognized.

3.14 VENDOR-INSTALLED OPTIONS

All vendor-installed accessories, equipment, or options shall be installed according to the manufacturer's specifications. All vendor-installed options must be manufactured by an established manufacturer of the product provided. Vendors are required to disclose make and model of product being offered, design, and model must be approved by the purchaser prior to installation. Prior to any purchase, the Vendor must also disclose the warranty of any accessory, equipment or option that is less than or exceeds the factory or equipment warranty coverage. Any Vendor that violates this provision will be considered in default of the contract. FSA CPP may terminate the contract in accordance with these terms & conditions.

3.15 NON-SCHEDULED OPTIONS

A non-scheduled option is an option not listed on the FSA CPP published award. Vendors may provide non-scheduled options at less than MSRP or the Published List Price. Non-scheduled options should be identified and listed as a separate line item with the price and discount on the purchase order. Non-scheduled options are covered under these terms and conditions.

3.16 FORCE MAJEURE

A Vendor shall not be penalized for a delay resulting from the Vendor's failure to comply with delivery requirements if neither the fault nor the negligence of the Vendor or its employees contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Vendor's control, or for any of the foregoing that third party suppliers if no alternate source of supply is available to the Vendor.

3.17 PURCHASE ORDERS

To initiate a purchase, a purchase order must be issued to the Vendor, which includes:

- FSA CPP contract title and number;
- FSA CPP item number, and the make and model or item description; and
- Purchaser name, phone number and email address.

The Vendor's acceptance of a purchaser's order will indicate that the Vendor agrees to deliver an awarded item that will be fully compatible with all of its options. Production schedules and delivery dates should be discussed at the time the quote is provided to the purchaser, or if no quote is provided, when the purchase order is delivered to the Vendor. Vendor shall place the order with the manufacturer within 10 business days of receipt of the purchase order. The Vendor shall assure that all orders are placed in full compliance with the specifications and the terms and conditions of the contract and the purchase order. Any changes that are required to bring an item into compliance with the various options due to an incorrect order will be accomplished at the Vendor's expense.

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions

A Confirmation of Order form shall be completed by the Vendor and provided to the purchaser and FSA CPP fifteen (15) calendar days from receipt of purchase order without request by the purchaser. Any additional information needed to complete this form should be obtained by the Vendor from the purchaser.

While it is recommended that an agency purchase from the zone which is closest to their location, it is not mandatory to do so. If the purchaser determines that a Vendor in another zone can better serve the purchaser's needs, the purchaser may order from a Vendor in another zone. Vendors that provide awarded items outside of an awarded zone may upon mutual agreement between the Vendor and the purchaser charge a delivery fee.

If a Vendor receives a purchase order for an item for which they were not awarded, the Vendor must notify the purchaser and return the purchase order to the purchaser within three (3) business days.

The Vendor must submit electronic copies of Purchase Orders within fifteen (15) calendar days of the Purchase Order issue date. Emails shall be sent to coop@flsheriffs.org. Purchase orders received by the Vendor after this deadline must be submitted to FSA CPP as soon as possible with the date received by the Vendor and cause for the delay. Purchase Orders should contain the following required information:

- Purchaser name,
- Purchase order number,
- Purchase order issue date,
- FSA CPP contract title and number,
- Item number,
- Item make and model, or item description,
- Item price,
- Options by item, and
- Estimated delivery date.

Purchase orders vary in format and information provided. If a purchase order does not include the required information, the Vendor must submit supplemental documentation to FSA CPP at the same time the purchase order is due. Such information may be in bid quotes, equipment proposals, confirmation of orders, or other documents. If a purchaser does not use purchase orders, written communication from the purchaser to the Vendor will be provided to FSA CPP.

3.18 REGISTRATION, TAG, AND TITLE

Title items shall be the responsibility of the Vendor. If the purchaser is a government agency, the purchaser has the right to choose to register and title the item. Costs of registration, tag and title shall not exceed the statutory rates. FSA administrative fee does not apply to the cost of registration, tag and title.

3.19 DELIVERY

Vendors are to inspect the item to confirm the item meets or exceeds the FSA CPP Base Specification, manufacturer specification, and purchase order. Deliveries not complying with these requirements may be rejected and will have to be redelivered at Vendor's expense.

Delivery shall be within the normal working hours of the user, Monday through Friday, excluding holidays. Delivery schedules shall be agreed to by the purchaser and the Vendor. Vendor shall notify the purchaser no less than twenty-four (24) hours prior to delivery of the time and location, which shall reflect the mutually agreed upon

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions

delivery details. The Vendor shall be responsible for delivering items that are properly serviced, clean and in first class operating condition. Items shall be delivered with each of the following documents completed or included:

1. Copy of the Purchase Order.
2. Copy of the FSA CPP Base Specification.
3. Copy of manufacturer's Invoice, price sheet, build sheet or other documentation that verifies what components are included on the item being delivered
4. Copy of the pre-delivery service report
5. Registration warranty certification
6. Owner's manual
7. Registration, tag and title or an application for the registration, as applicable

All items with fuel tanks of thirty-five (35) gallons or less must contain no less than one quarter (1/4) tank of fuel as indicated by the fuel gauge at the time of delivery. For items that have more than thirty-five (35) gallons, a minimum of one eighth (1/8) of a tank of fuel must be provided. All electric vehicles must be delivered with a minimum charge level of 10 percent. The purchaser has the option to reject a vehicle with more than 350 odometer miles or may deduct \$0.51 cents per mile in excess of 350 miles from the invoice, unless distance above 350 miles was previously approved by the purchaser. Deliveries of less than 350 miles may be accomplished by driving the vehicle. Any delivery accomplished by driving the vehicle must be supervised and the driver must comply with manufacturer's break-in requirements and all applicable traffic laws. Any delivery accomplished by driving a pursuit-rated vehicle must use an "OUT OF SERVICE" cover on light bars. Deliveries in excess of 350 miles shall be made by transport, or otherwise approved by the purchaser, however, this requirement shall not apply to incomplete chassis.

Items with hour meters must be delivered with fewer than five (5) hours on the hour meter or may be rejected by the purchaser. The purchaser may choose to negotiate a lower purchase price when the item exceeds five (5) hours.

When items require service or adjustments upon delivery, the Vendor shall either remedy the defect, or be responsible for reimbursing the manufacturer's local authorized representative or other service provider to remedy the defect. Such service or adjustments shall be initiated by the Vendor within 48 hours after notification by a purchaser, not to include weekends and holidays. Delivery will not be considered complete until all services or adjustments are satisfactory, and the item is redelivered or repaired. The cost of any transportation required to address the defect shall be the responsibility of the Vendor until the items are satisfactory and accepted by the purchaser.

3.20 INSPECTION AND ACCEPTANCE

Final acceptance shall be given only after the purchaser inspects or confirms the item meets contract specifications. Delivery of an item to a purchaser does not constitute acceptance for the purpose of payment. Inspection and acceptance will be at the purchaser's destination unless otherwise previously agreed upon location was provided in the purchase order. Should the delivered items differ in any respect from the Base Item specifications, payment can be withheld until such time as the Vendor completes the necessary corrective action.

3.21 INVOICING AND PAYMENTS

Invoicing and payments shall be the responsibility of the Vendor and purchaser placing orders using this contract. Vendors must invoice each purchaser independently. The Vendor shall be paid upon submission of invoices to the purchaser after satisfactory delivery and acceptance of the items. While the Local Government Prompt Payment

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions

Act applies to ensure timely payment of Vendor invoices, the FSA CPP encourages purchasers to make payment within 30 days of acceptance of the item. The Local Government Prompt Payment Act is defined in Sections 218.70–218.79 of Florida Statutes.

3.22 WARRANTY

All warranties shall begin at the time of delivery and final acceptance by the purchaser. The purchaser's warranty should not be active for incomplete items and items delivered to a third-party supplier before final delivery.

3.23 QUARTERLY REPORTS

Quarterly reports are the contractual responsibility of each Vendor. Quarterly reports must be completed and submitted electronically. All quarterly reports shall be sent to reports@flsheriffs.org. The quarterly report template shall be submitted using an Excel workbook provided by FSA CPP. Quarterly reports which do not adhere to the required format or are not complete of all purchase orders received and/or deliveries made during the quarter will be returned to the reporting Vendor for correction.

Quarterly reports are due no later than the 15th day of the month following the end of the quarter. Quarterly reports shall follow the schedule below for the duration of the contract. If a contract extension is executed, the quarterly reports will maintain the same schedule for future reporting periods.

Contract Year: October 1, 2022 – September 30, 2023

Year 1 Quarter 1:	October 1 – December 31	Q1 Report Due:	January 15
Year 1 Quarter 2:	January 1 – March 31	Q2 Report Due:	April 15
Year 1 Quarter 3:	April 1 – June 30	Q3 Report Due:	July 15
Year 1 Quarter 4:	July 1 – September 30	Q4 Report Due:	October 15

Quarterly reports must be submitted even if there are no sales or no deliveries in a quarter. If a Vendor has no sales within a quarter, the Vendor shall indicate "No sales this quarter" on the top row of the sales worksheet. If the Vendor has no deliveries in a given quarter, the Vendor shall indicate "No deliveries this quarter" on the top row of the delivery worksheet.

FSA CPP reserves the right to modify the procedure for submitting quarterly reports during the term of the contract. Such a change shall not materially modify the substance of the information to be reported but may change the method by which future quarterly reports are to be submitted. In the event of such a change, FSA CPP will provide written notice to all Vendors of the method by which future quarterly reports are to be submitted.

3.24 ADMINISTRATIVE FEE

The FSA CPP charges three quarters of one percent (.0075) to procure, process and administer the contract. The administrative fees are the contractual responsibility of each awarded Vendor.

After receipt of payment from contract purchases, the Vendor shall remit all administrative fees to the FSA CPP no later than 15 calendar days after the end of each quarter. All fees payable to the FSA CPP during any given quarter will be accompanied and supported by a quarterly report.

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions

The administrative fee will remain payable to FSA CPP and no relief from payment of the administrative fee, nor any additional charge to recoup the administrative fee, will be permitted if a Vendor fails to incorporate the administrative fee in its bid pricing. The administrative fee should never be listed as a separate line item on any purchase order or invoice.

The administrative fee is based on the total purchase order amount of new items. This fee excludes any value given to purchasers for trade-ins. Trade-ins, extended warranties and other exchanges will not reduce or impact the fee calculation.

The ACH form for electronic payment or wiring of funds is included in Appendix C. It is the preference of FSA CPP that all payments be electronically paid and submitted. If ACH is not available, checks for the administrative fee can be sent to:

Florida Sheriffs Association
Cooperative Purchasing Program
2617 Mahan Drive
Tallahassee, FL 32308

3.25 LIQUIDATED DAMAGES

The Vendor warrants that the item supplied to the purchaser shall conform in all respects to the standards set forth and the failure to comply with this condition will be considered as a breach of contract. Any liquidated damages levied because of inadequacies or failures to comply with these requirements shall be borne solely by the Vendor responsible for same.

Failure to submit the administrative fee with accompanying quarterly reports to FSA CPP within 15 calendar days following the end of each quarter may result in the imposition of liquidated damages. Vendors failing to submit administrative fees and/or quarterly reports will incur liquidated damages in the amount of \$25 for each calendar day that fees and reports are past due, beginning on the 16th day following the end of the quarter.

If a civil action is initiated by the FSA to recover administrative fees or liquidated damages as set forth in this section, the prevailing party shall be entitled to its reasonable attorneys' fees and costs incurred in the litigation. The venue shall lie in the Circuit Court for the Second Judicial Circuit in and for Leon County, Florida.

When quarterly reports are late, liquidated damages are to be included in Vendor's Quarterly Report and administrative fee submission. Liquidated damages that remain unpaid beyond 45 calendar days can result in FSA CPP, at its sole discretion, implementing contract compliance actions, including but not limited to, suspension, limited participation by specifications or zones, disqualification from future solicitations, or termination for cause pursuant to the Terms & Conditions.

Schedule of Liquidated Damages

Failure to submit quarterly report on time	\$25 per calendar day
Failure to submit administrative fee on time	\$25 per calendar day
Failure to report a Purchase Order to FSA CPP within 15 calendar days of the purchase order issue date	\$100 per Purchase Order
Failure to Report Sales	.0075 of the sales price plus 1.5% each month following the delivery date.

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

Vendor agrees and acknowledges that its failure to take any of the actions specified in the above schedule will result in liquidated damages to this contract. Vendor agrees and acknowledges that these liquidated damages are not intended to be and do not constitute a penalty and that these amounts are reasonably calculated to compensate the FSA for the damages that it will incur as a result of the Vendor's failure to take the specified actions.

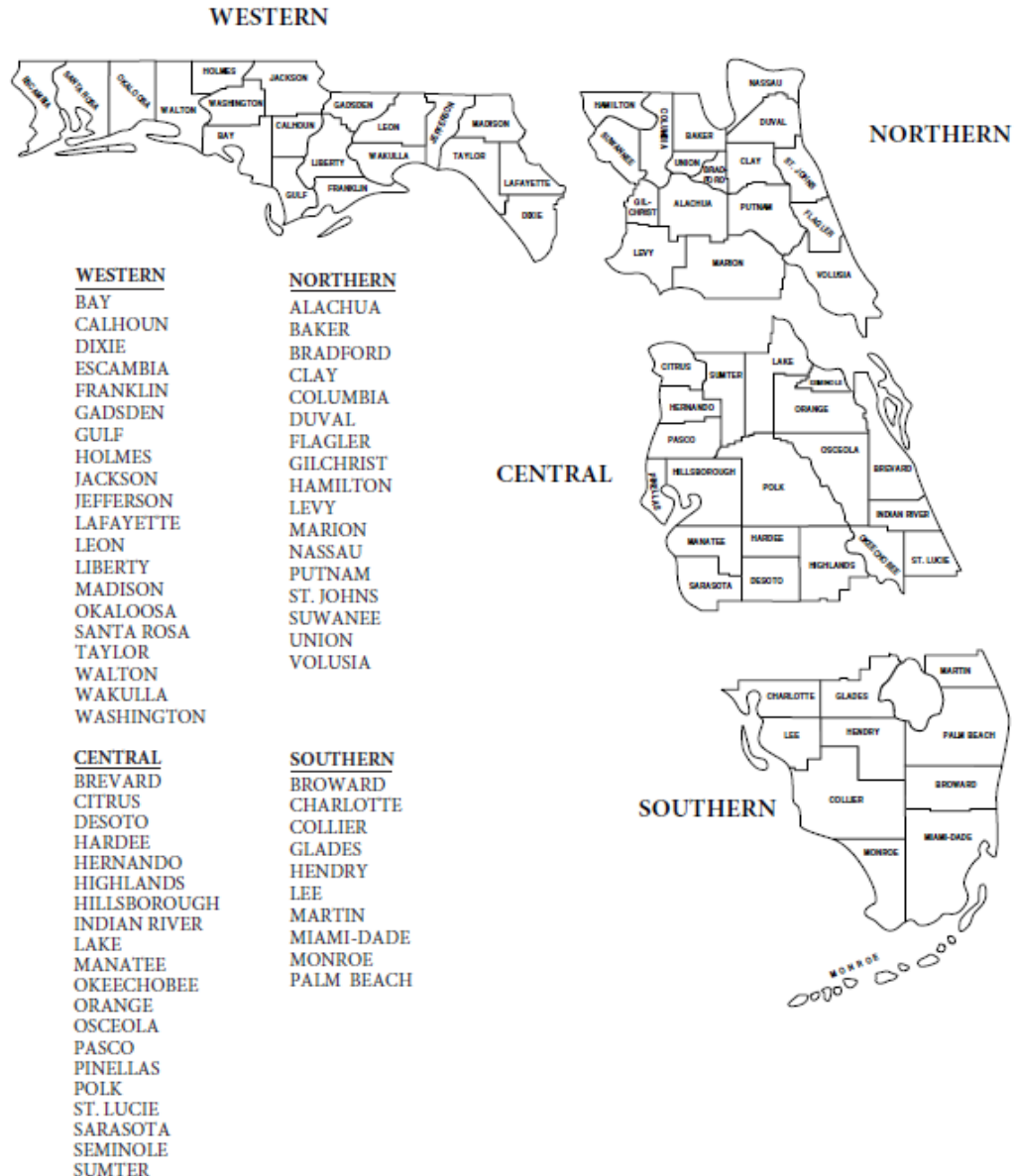
FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions

Appendix A: Zone Map

FSA CONTRACT ZONE MAP



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Cooperative Purchasing Program
Contract Terms and Conditions

Appendix B. Bid Calendar

FSA23-VEL31.0	
Bid Calendar Task	Date
Invitation to Bid Announcement (ITB)	5/1/2023 & 5/15/2023
Voluntary Interested Bidder Workshop	6/13/2023
New Item Specification Requests Due	6/23/2023
Pre Bid Meeting	7/11/2023
Request for Clarifications Due to FSA	7/18/2023
FSA VendorLink Bidder Training	7/24/2023
Bid System Open	7/25/2023
Cone of Silence	7/25/2023 - 9/11/2023
Bid Submissions Due	8/30/2023
Public Bid Opening	9/1/2023
Bid Tabulations Posted	9/1/2023
Bid Evaluation	9/5/2023 - 9/8/2023
Intent To Award	9/11/2023
Final Award & Effective Date of New Contract	10/1/2023

FSA23-VEH21.0	
Bid Calendar Task	Date
Invitation to Bid Announcement (ITB)	5/1/2023 & 5/15/2023
Voluntary Interested Bidder Workshop	6/14/2023
New Item Specification Requests Due	6/23/2023
Pre Bid Meeting	7/12/2023
Request for Clarifications Due to FSA	7/18/2023
FSA VendorLink Bidder Training	7/24/2023
Bid System Open	7/25/2023
Cone of Silence	7/25/2023 - 9/11/2023
Bid Submissions Due	8/30/2023
Public Bid Opening	9/1/2023
Bid Tabulations Posted	9/1/2023
Bid Evaluation	9/5/2023 - 9/8/2023
Intent To Award	9/11/2023
Final Award & Effective Date of New Contract	10/1/2023

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

FSA23-EQU21.0	
Bid Calendar Task	Date
Invitation to Bid Announcement (ITB)	5/1/2023 & 5/15/2023
Voluntary Interested Bidder Workshop	6/7&8/2023
New Item Specification Requests Due	6/23/2023
Pre Bid Meeting	7/13/2023
Request for Clarifications Due to FSA	7/18/2023
FSA VendorLink Bidder Training	7/24/2023
Bid System Open	7/25/2023
Cone of Silence	7/25/2023 - 9/11/2023
Bid Submissions Due	8/30/2023
Public Bid Opening	9/1/2023
Bid Tabulations Posted	9/1/2023
Bid Evaluation	9/5/2023 - 9/8/2023
Intent To Award	9/11/2023
Final Award & Effective Date of New Contract	10/1/2023

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

Appendix C: ACH Payments



Protecting, Leading & Uniting...since 1893

FLORIDA SHERIFFS ASSOCIATION

2617 Mahan Drive, Tallahassee, Florida 32308
P.O. Box 12519 • Tallahassee, Florida 32317-2519

p: (850) 877-2165
f: (850) 878-8665
www.flsheriffs.org



TO: All Customers of the Florida Sheriffs Association

SUBJECT: Florida Sheriffs Association is going paperless!

Our association is pleased to announce the implementation of accepting electronic payments from customers. If your agency or company is able to pay via ACH, please consider adding the Florida Sheriffs Association to your list of vendors paid via electronic payment.

Florida Sheriffs Association's Banking Information is as follows:

Checking Account
Capital City Bank
Routing Number: 063100688
Account Number: 0010867001

Please email any payment remittance information to accounting@flsheriffs.org.

If you choose to make ACH payments to the association, there is no additional charge. However, the information above can be used to pay with a wire transfer. If you choose to pay via wire, there is a charge of \$25 per wire that you will need to add to your payment.

If you have any questions at all, please contact Trish Eldridge at teldridge@flsheriffs.org or call (850) 559-5668.

Sincerely,

Trish Eldridge

Director of Accounting and Finance
Florida Sheriffs Association

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions

Appendix D: Federal Clauses

Applicability of Third-Party Contract Provisions*

(Excluding micro-purchases, except Davis-Bacon requirements apply to construction contracts exceeding \$2,000.)

In addition to other provisions negotiated with purchasers placing federally funded purchase orders, Vendors must comply with the following provisions upon award of a federally funded purchase order:

PROVISION	Professional Services/A&E	Operations/ Management	Construction	Materials & Supplies
Equal Employment Opportunity			All	
Davis-Bacon Act			>\$2,000	
Copeland "Anti-Kickback" Act			>\$2,000	
Contract Work Hours and Safety Standards Act	>\$100,000	>\$100,000	>\$100,000	>\$100,000
Rights to Inventions Made Under a Contract or Agreement	If the purchase order involves performance of experimental, developmental or research work	If the purchase order involves performance of experimental, developmental or research work	If the purchase order involves performance of experimental, developmental or research work	If the purchase order involves performance of experimental, developmental or research work
Clean Air Act	>\$150,000	>\$150,000	>\$150,000	>\$150,000
Federal Water Pollution Control Act	>\$150,000	>\$150,000	>\$150,000	>\$150,000
Debarment and Suspension	All	All	All	All
Byrd Anti-Lobbying Amendment	>\$100,000	>\$100,000	>\$100,000	>\$100,000
Procurement of Recovered Materials	All	All	All	All
Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment	All	All	All	All
Domestic Preferences for Procurements	All	All	All	All

*References to the code of regulations (CFR) or United States Code (USC) were accurate at the time of publication. It is the responsibility of the Bidder to ensure compliance is met of the referenced state and federal laws within the published rules.

EQUAL EMPLOYMENT OPPORTUNITY: Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The clause set forth in 41 CFR 60-1.4(b) is incorporated herein by reference. Vendor must comply with this clause and include this clause in all lower-tier federal assisted construction contracts.

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions

DAVIS-BACON ACT, as amended (40 U.S.C. 3141-3148): When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. Vendors performing construction must comply with all applicable provisions of the Davis-Bacon Act and include this clause in all lower-tier subcontracts for construction.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C., chapter 37): Vendor shall comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C., chapter 37), as supplemented by Department of Labor regulations (29 CFR part 5).

(a) Overtime requirements. Neither Vendor nor any contractor or subcontractor contracting for any part of the purchase order work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in Paragraph 15(a), Vendor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, Vendor or such subcontractor shall be liable to the United States (in the case of work done under the Contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in Paragraph 15(a), in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in Paragraph 15(a) of this section.

(c) Withholding for unpaid wages and liquidated damages. Purchaser shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Vendor or a subcontractor under the purchase order or any other Federal contract with Purchaser, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by Purchaser, such sums as may be determined to be necessary to satisfy any liabilities of Vendor or its subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in Paragraph (a).

(d) Subcontracts. Vendor shall insert in any subcontracts over \$100,000 for construction and other purposes that involve the employment of mechanics or laborers, the clauses set forth in Paragraphs (a) through (d) and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts.

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT: If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions

a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor shall comply with these requirements when performing a purchase order involving experimental, developmental or research work and flowdown this clause to lower-tier subcontractors performing such work.

CLEAN AIR ACT (42 U.S.C. 7401 *et seq.*) and the FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251 *et seq.*), as amended: Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 *et seq.*) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 *et seq.*). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor shall comply with the requirements of Clean Air Act and the Federal Water Pollution Control Act and include this clause in all lower-tier subcontracts with a value over \$150,000.

DEBARMENT AND SUSPENSION (E.O.s 12549 and 12689): By accepting or performing this purchase order, Vendor certifies that it is not identified in the Exclusions area of the System for Award Management as being currently debarred, suspended, proposed for debarment, or otherwise excluded ("SAM Exclusion"). Vendor shall obtain similar certifications from its lower-tier subcontractors for each subcontract in excess of \$25,000 and Vendor shall not award lower-tier subcontracts in excess of \$25,000 to an entity subject to a SAM Exclusion.

LOBBYING RESTRICTIONS (31 U.S.C. 1352): By accepting or performing this purchase order, Vendor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Vendor shall also disclose to Purchaser any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award or contract. Vendor shall flow down this clause and require this certification for lower-tier subcontractors with a subcontract of \$100,000 or more. Vendor shall provide its disclosure and all disclosures received from lower-tier subcontractors to Purchaser.

PROCUREMENT OF RECOVERED MATERIALS: A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Vendor shall comply with this clause and include this clause in all lower-tier subcontracts.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions

- (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
- (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

DOMESTIC PREFERENCES FOR PROCUREMENTS:

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Vendor agrees to comply with the requirements of this clause and include the requirements of this clause in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

- (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Call Us first, for all of your Fleet Automotive, & Light Truck needs.

Quote

PHONE (800) ALANJAY (252-6529)		DIRECT 863-402-4234	WWW.ALANJAY.COM	60799-4
Corporate Office	2003 U.S. 27 South Sebring, FL 33870	MOBILE 863-273-1105	Mailing Address	P.O. BOX 9200 Sebring, FL 33871-9200
		FAX 863-402-4221		

ORIGINAL QUOTE DATE
1/16/2025

QUICK QUOTE SHEET

REVISED QUOTE DATE
1/16/2025

REQUESTING AGENCY	DEERFIELD BEACH, CITY OF			
CONTACT PERSON	LINDA BECKFORD BURTON	EMAIL	LBURTON@DEERFIELD-BEACH.COM	
PHONE	954-421-5013	MOBILE	FAX 954-421-5013	

CONTRACT NUMBER 5179 - 2025 CITY OF TALLAHASSEE

MODEL	F2B 600A	MSRP	\$49,460.00
2025 FORD F-250 REGULAR CAB PICKUP 4WD 142" WB XL 8' BED			
CUSTOMER ID	Fleet Mgt replaces unit 960	GOVERNMENT PRICE	\$46,213.00

BED LENGTH	8' Bed
------------	--------

** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.

FACTORY OPTIONS	DESCRIPTION	
Z1	Oxford White	\$0.00
AS	Medium Dark Slate, HD Vinyl 40/20/40 Split Bench Seat	\$0.00
99A	Engine: 6.8L 2V DEVCT NA PFI V8 Gas	\$0.00
44F	OPTIONS Transmission: TorqShift-G 10-Speed Automatic	\$0.00
600A	Order Code 600A	\$0.00
64A	Wheels: 17" Argent Painted Steel	\$0.00
66D	Pickup Box Delete -inc: Deletes tie-down hooks, tailgate, rearview camera, 7/4 pin connector and center high-mounted stop lamp (CHMSL) (only on vehicles over 10,000 lbs, GVWR), Incomplete vehicle package - requires further manufacture and certification by a final stage manufacturer, In addition, Ford urges manufacturers to follow the recommendations of the Ford Incomplete Vehicle Manual and the Ford Truck Body Builder's Layout Book (and applicable supplements), Rear Bumper Delete, Spare Wheel, Tire, Carrier & Jack Delete	\$0.00
TD8	Tires: LT245/75R17E BSW A/S	\$0.00
X37	3.73 Axle Ratio	\$0.00
	GVWR: 9,900 lbs	\$0.00

AFTERMARKET OPTIONS	DESCRIPTION	FACTORY OPTIONS	
NO-TEMP	TEMP TAG NOT REQUESTED, CUSTOMER WILL HANDLE THEIR OWN TAG WORK.		\$0.00
EWD	EXTENDED WARRANTY DECLINED		\$0.00
K 696J	Knapheide 8' SRW utility body for 56" CA (Includes 2nd Stage MSO, Weight Slip, & Completed Vehicle Certification.)		\$11,395.00
K LG13-2PC-SB	Maxon C2-54-1342 TP38 1300 lb capacity service body lift gate 49" x 38" + 4" 2- PC (includes duplicate STT lights).		\$5,295.00
K CAMERA	INSTALL FACTORY ORDERED CAMERA IN UTILITY BODY.		\$270.00
K HD USOB-TB	HD Scorpion spray on bed liner applied inside cargo area, tops of boxes, and rear bumper of 8' & 9' utility body.		\$995.00
NOTE	***CUSTOMER REQUESTS NO TRAILER WIRING PRESENT, THOUGH THE VEHICLE WILL BE EQUIPPED WITH A HITCH**		\$0.00
AFTERMARKET OPTIONS			\$17,955.00

CONTRACT NUMBER 5179 - 2025 CITY OF TALLAHASSEE

TRADE IN

TOTAL COST

\$64,168.00

YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~

TOTAL COST LESS TRADE IN(S)

QTY

1

\$64,168.00

Estimated Annual payments for 60 months paid in advance: \$14,753.55

Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments

QUOTE SUBJECT TO FACTORY ORDER ACCEPTANCE or 30 DAYS

VEHICLE QUOTED BY

ASHLEE WILSON

GOVERNMENT ACCOUNT MANAGER

Ashlee.Wilson@AlanJay.com

"I Want to be *Your Fleet Provider*"

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time.

I am always happy to be of assistance.



Alan Jay Fleet

Ashlee Wilson | 863-402-4234 | ashlee.wilson@alanjay.com

Vehicle: [Fleet] 2025 Ford Super Duty F-250 SRW (F2B) XL 4WD Reg Cab 8' Box (✔ Complete)



Note:Photo may not represent exact vehicle or selected equipment.

Window Sticker

SUMMARY

[Fleet] 2025 Ford Super Duty F-250 SRW (F2B) XL 4WD Reg Cab 8' BoxMSRP:\$48,090.00

Interior:Medium Dark Slate, HD Vinyl 40/20/40 Split Bench Seat

Exterior 1:Oxford White

Exterior 2:No color has been selected.

Engine: 6.8L 2V DEVCT NA PFI V8 Gas

Transmission: TorqShift-G 10-Speed Automatic

OPTIONS

CODE	MODEL	MSRP
F2B	[Fleet] 2025 Ford Super Duty F-250 SRW (F2B) XL 4WD Reg Cab 8' Box	\$48,090.00
OPTIONS		
44F	Transmission: TorqShift-G 10-Speed Automatic	\$0.00
600A	Order Code 600A	\$0.00
64A	Wheels: 17" Argent Painted Steel	\$0.00
66D	Pickup Box Delete	(\$625.00)
99A	Engine: 6.8L 2V DEVCT NA PFI V8 Gas	\$0.00
AS	Medium Dark Slate, HD Vinyl 40/20/40 Split Bench Seat	\$0.00

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Data Version: 24471. Data Updated: Jan 15, 2025 6:44:00 PM PST.



Vehicle: [Fleet] 2025 Ford Super Duty F-250 SRW (F2B) XL 4WD Reg Cab 8' Box (Complete)

TD8	Tires: LT245/75Rx17E BSW A/S	\$0.00
X37	3.73 Axle Ratio	\$0.00
Z1	Oxford White	\$0.00
—	GVWR: 9,900 lbs	Inc.
SUBTOTAL		\$47,465.00
Adjustments Total		\$0.00
Destination Charge		\$1,995.00
TOTAL PRICE		\$49,460.00

FUEL ECONOMY

Est City:N/A

Est Highway:N/A

Est Highway Cruising Range:N/A

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Data Version: 24471. Data Updated: Jan 15, 2025 6:44:00 PM PST.



Alan Jay Fleet

Ashlee Wilson | 863-402-4234 | ashlee.wilson@alanjay.com

Vehicle: [Fleet] 2025 Ford Super Duty F-250 SRW (F2B) XL 4WD Reg Cab 8' Box ( Complete)

Standard Equipment

Mechanical

Engine: 6.8L 2V DEVCT NA PFI V8 Gas (STD)

Transmission: TorqShift-G 10-Speed Automatic -inc: SelectShift and selectable drive modes: normal, eco, slippery roads, tow/haul and off-road (STD)

3.73 Axle Ratio (STD)

GVWR: 10,000 lb Payload Package

50-State Emissions System

Transmission w/Oil Cooler

Electronic Transfer Case

Part-Time Four-Wheel Drive

68-Amp/Hr 750CCA Maintenance-Free Battery w/Run Down Protection

160 Amp Alternator

Class V Towing Equipment -inc: Hitch and Trailer Sway Control

Trailer Wiring Harness

3814# Maximum Payload

HD Shock Absorbers

Front Anti-Roll Bar

Firm Suspension

Hydraulic Power-Assist Steering

34 Gal. Fuel Tank

Single Stainless Steel Exhaust

Auto Locking Hubs

Front Suspension w/Coil Springs

Solid Axle Rear Suspension w/Leaf Springs

4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist and Hill Hold Control

Exterior

Wheels: 17" Argent Painted Steel -inc: painted hub covers/center ornaments (STD)

Tires: LT245/75Rx17E BSW A/S -inc: Spare may not be the same as road tire (STD)

Regular Box Style

Steel Spare Wheel

Full-Size Spare Tire Stored Underbody w/Crankdown

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Alan Jay Fleet

Ashlee Wilson | 863-402-4234 | ashlee.wilson@alanjay.com

Vehicle: [Fleet] 2025 Ford Super Duty F-250 SRW (F2B) XL 4WD Reg Cab 8' Box (✔ Complete)

Exterior

- Clearcoat Paint
- Black Front Bumper w/Black Rub Strip/Fascia Accent and 2 Tow Hooks
- Black Rear Step Bumper
- Black Side Windows Trim and Black Front Windshield Trim
- Black Door Handles
- Black Power Heated Side Mirrors w/Convex Spotter, Manual Folding and Turn Signal Indicator
- Manual Extendable Trailer Style Mirrors
- Fixed Rear Window
- Light Tinted Glass
- Variable Intermittent Wipers
- Aluminum Panels
- Black Grille
- Tailgate Rear Cargo Access
- Tailgate/Rear Door Lock Included w/Power Door Locks
- Boxside Steps
- Autolamp Auto On/Off Reflector Halogen Daytime Running Lights Preference Setting Headlamps w/Delay-Off
- Cargo Lamp w/High Mount Stop Light
- Perimeter/Approach Lights

Entertainment

- Radio w/Seek-Scan, Clock and Speed Compensated Volume Control
- Radio: AM/FM Stereo w/MP3 Player -inc: 4 speakers
- Fixed Antenna
- SYNC 4 -inc: 8" LCD capacitive touchscreen w/swipe capability, wireless phone connection, cloud connected, AppLink w/app catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owner's manual
- 2 LCD Monitors In The Front

Interior

- 4-Way Driver Seat -inc: Manual Recline and Fore/Aft Movement
- 4-Way Passenger Seat -inc: Manual Recline and Fore/Aft Movement
- Manual Tilt/Telescoping Steering Column
- Gauges -inc: Speedometer, Odometer, Oil Pressure, Engine Coolant Temp, Tachometer, Transmission Fluid Temp, Engine Hour Meter, Trip Odometer and Trip Computer

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Alan Jay Fleet

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Vehicle: [Fleet] 2025 Ford Super Duty F-250 SRW (F2B) XL 4WD Reg Cab 8' Box (✔ Complete)

Interior

- FordPass Connect 5G Mobile Hotspot Internet Access
- Compass
- Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry and Panic Button
- Cruise Control w/Steering Wheel Controls
- Manual Air Conditioning
- Illuminated Locking Glove Box
- Interior Trim -inc: Chrome Interior Accents
- Full Cloth Headliner
- Urethane Gear Shifter Material
- HD Vinyl 40/20/40 Split Bench Seat -inc: center armrest, cupholder, storage and driver's side manual lumbar
- Day-Night Rearview Mirror
- Passenger Visor Vanity Mirror
- Full Overhead Console w/Storage and 2 12V DC Power Outlets
- Front Map Lights
- Fade-To-Off Interior Lighting
- Full Vinyl/Rubber Floor Covering
- Pickup Cargo Box Lights
- Smart Device Remote Engine Start
- Instrument Panel Covered Bin and Dashboard Storage
- Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
- Delayed Accessory Power
- Power Door Locks w/Autolock Feature
- Driver Information Center
- Trip Computer
- Outside Temp Gauge
- Digital/Analog Appearance
- Seats w/Vinyl Back Material
- Manual Adjustable Front Head Restraints
- Perimeter Alarm
- Securilock Anti-Theft Ignition (pats) Immobilizer
- 2 12V DC Power Outlets

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Data Version: 24471. Data Updated: Jan 15, 2025 6:44:00 PM PST.



Alan Jay Fleet

Ashlee Wilson | 863-402-4234 | ashlee.wilson@alanjay.com

Vehicle: [Fleet] 2025 Ford Super Duty F-250 SRW (F2B) XL 4WD Reg Cab 8' Box (✔ Complete)

Interior

Air Filtration

Safety-Mechanical

AdvanceTrac w/Roll Stability Control Electronic Stability Control (ESC) And Roll Stability Control (RSC)

ABS And Driveline Traction Control

Safety-Exterior

Side Impact Beams

Safety-Interior

Dual Stage Driver And Passenger Seat-Mounted Side Airbags

Tire Specific Low Tire Pressure Warning

Dual Stage Driver And Passenger Front Airbags w/Passenger Off Switch

Safety Canopy System Curtain 1st Row Airbags

Outboard Front Lap And Shoulder Safety Belts -inc: Height Adjusters

Back-Up Camera

WARRANTY

Basic Years: 3
Basic Miles/km: 36,000
Drivetrain Years: 5
Drivetrain Miles/km: 60,000
Corrosion Years: 5
Corrosion Miles/km: Unlimited
Roadside Assistance Years: 5
Roadside Assistance Miles/km: 60,000

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Data Version: 24471. Data Updated: Jan 15, 2025 6:44:00 PM PST.



Alan Jay Fleet

Ashlee Wilson | 863-402-4234 | ashlee.wilson@alanjay.com

Vehicle: [Fleet] 2025 Ford Super Duty F-250 SRW (F2B) XL 4WD Reg Cab 8' Box (✔ Complete)

Technical Specifications

Powertrain

Transmission

Drivetrain	Four Wheel Drive	Trans Order Code	44F
Trans Type	10	Trans Description Cont.	Automatic w/OD
Trans Description Cont. Again	N/A	First Gear Ratio (:1)	4.70
Second Gear Ratio (:1)	2.98	Third Gear Ratio (:1)	2.15
Fourth Gear Ratio (:1)	1.77	Fifth Gear Ratio (:1)	1.52
Sixth Gear Ratio (:1)	1.27	Reverse Ratio (:1)	4.87
Clutch Size	N/A	Trans Power Take Off	N/A
Final Drive Axle Ratio (:1)	N/A	Transfer Case Model	Electronic
Transfer Case Gear Ratio (:1), High	N/A	Transfer Case Gear Ratio (:1), Low	N/A
Transfer Case Power Take Off	No	Seventh Gear Ratio (:1)	1.00
Eighth Gear Ratio (:1)	0.85	Ninth Gear Ratio (:1)	N/A
Tenth Gear Ratio (:1)	N/A		

Mileage

EPA Fuel Economy Est - Hwy	N/A	Cruising Range - City	N/A
EPA Fuel Economy Est - City	N/A	Fuel Economy Est-Combined	N/A
Cruising Range - Hwy	N/A	Estimated Battery Range	N/A

Engine

Engine Order Code	99A	Engine Type	Regular Unleaded V-8
Displacement	6.8 L/415	Fuel System	Sequential MPI
SAE Net Horsepower @ RPM	405 @ 5000	SAE Net Torque @ RPM	445 @ 4000
Engine Oil Cooler	None		

Electrical

Cold Cranking Amps @ 0° F (Primary)	750	Cold Cranking Amps @ 0° F (2nd)	750
Cold Cranking Amps @ 0° F (3rd)	N/A	Maximum Alternator Capacity (amps)	160

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Powertrain

Cooling System

Total Cooling System Capacity N/A

Vehicle

Emissions

Tons/yr of CO2 Emissions @ 15K mi/year N/A EPA Greenhouse Gas Score N/A

Chassis

Weight Information

Standard Weight - Front	0.00 lbs	Standard Weight - Rear	0.00 lbs
Base Curb Weight	6148 lbs	Gross Axle Wt Rating - Front	4400 lbs
Gross Axle Wt Rating - Rear	6340 lbs	Curb Weight - Front	3631 lbs
Curb Weight - Rear	2517 lbs	Option Weight - Front	0.00 lbs
Option Weight - Rear	0.00 lbs	Reserve Axle Capacity - Front	769.00 lbs
Reserve Axle Capacity - Rear	3823.00 lbs	As Spec'd Curb Weight	6148.00 lbs
As Spec'd Payload	3752.00 lbs	Maximum Payload Capacity	3752.00 lbs
Gross Combined Wt Rating	21000 lbs	Gross Axle Weight Rating	10740.00 lbs
Curb Weight	6148.00 lbs	Reserve Axle Capacity	4592.00 lbs
Total Option Weight	0.00 lbs	Payload Weight Front	0 lbs
Payload Weight Rear	0 lbs	Gross Vehicle Weight Rating	9900.00 lbs

Trailer

Dead Weight Hitch - Max Trailer Wt.	5000 lbs	Dead Weight Hitch - Max Tongue Wt.	500 lbs
Wt Distributing Hitch - Max Trailer Wt.	14400 lbs	Wt Distributing Hitch - Max Tongue Wt.	1440 lbs
Fifth Wheel Hitch - Max Trailer Wt.	14100 lbs	Fifth Wheel Hitch - Max Tongue Wt.	3525 lbs
Maximum Trailing Capacity	14400 lbs		

Frame

Frame Type	N/A	Sect Modulus Rails Only	N/A
Frame RBM	N/A	Frame Strength	N/A
Frame Thickness	N/A		

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Vehicle: [Fleet] 2025 Ford Super Duty F-250 SRW (F2B) XL 4WD Reg Cab 8' Box (Complete)

Chassis

Suspension

Suspension Type - Front	Other	Suspension Type - Rear	Leaf
Spring Capacity - Front	4400 lbs	Spring Capacity - Rear	6340 lbs
Axle Type - Front	Non-Independent	Axle Type - Rear	Rigid Axle
Axle Capacity - Front	6000 lbs	Axle Capacity - Rear	7280 lbs
Axle Ratio (:1) - Front	3.73	Axle Ratio (:1) - Rear	3.73
Shock Absorber Diameter - Front	N/A	Shock Absorber Diameter - Rear	N/A
Stabilizer Bar Diameter - Front	N/A	Stabilizer Bar Diameter - Rear	N/A

Tires

Front Tire Order Code	TD8	Rear Tire Order Code	TD8
Spare Tire Order Code	N/A	Front Tire Size	LT245/75SR17
Rear Tire Size	LT245/75SR17	Spare Tire Size	N/A
Front Tire Capacity	6390 lbs	Rear Tire Capacity	6390 lbs
Spare Tire Capacity	N/A	Revolutions/Mile @ 45 mph - Front	649
Revolutions/Mile @ 45 mph - Rear	649	Revolutions/Mile @ 45 mph - Spare	N/A

Wheels

Front Wheel Size	17 X 7.5 in	Rear Wheel Size	17 X 7.5 in
Spare Wheel Size	N/A	Front Wheel Material	Steel
Rear Wheel Material	Steel	Spare Wheel Material	N/A

Steering

Steering Type	Re-Circulating Ball	Steering Ratio (:1), Overall	N/A
Steering Ratio (:1), On Center	N/A	Steering Ratio (:1), At Lock	N/A
Turning Diameter - Curb to Curb	47.6 ft	Turning Diameter - Wall to Wall	N/A

Brakes

Brake Type	4-Wheel Disc	Brake ABS System	4-Wheel
Brake ABS System (Second Line)	4-Wheel	Disc - Front (Yes or)	Yes
Disc - Rear (Yes or)	Yes	Front Brake Rotor Diam x Thickness	14.3 in

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Chassis

Brakes

Rear Brake Rotor Diam x Thickness	14.3 in	Drum - Rear (Yes or)	N/A
Rear Drum Diam x Width	N/A		

Fuel Tank

Fuel Tank Capacity, Approx	34 gal	Aux Fuel Tank Capacity, Approx	N/A
Fuel Tank Location	N/A	Aux Fuel Tank Location	N/A

Dimensions

Interior Dimensions

Passenger Capacity	3	Front Head Room	40.8 in
Front Leg Room	43.9 in	Front Shoulder Room	66.7 in
Front Hip Room	62.5 in	Second Head Room	N/A
Second Leg Room	N/A	Second Shoulder Room	N/A
Second Hip Room	N/A		

Exterior Dimensions

Wheelbase	142 in	Length, Overall w/o rear bumper	N/A
Length, Overall w/rear bumper	N/A	Length, Overall	231.8 in
Width, Max w/o mirrors	80 in	Height, Overall	81.3 in
Overhang, Front	38.2 in	Overhang, Rear w/o bumper	47.6 in
Front Bumper to Back of Cab	N/A	Cab to Axle	56.1 in
Cab to End of Frame	N/A	Ground to Top of Load Floor	37.6 in
Ground to Top of Frame	N/A	Frame Width, Rear	N/A
Ground Clearance, Front	8.5 in	Ground Clearance, Rear	8.5 in
Body Length	0.00 ft	Cab to Body	N/A

Cargo Area Dimensions

Cargo Box Length @ Floor	98.1 in	Cargo Box Width @ Top, Rear	66.9 in
Cargo Box Width @ Floor	66.9 in	Cargo Box Width @ Wheelhousings	50.5 in
Cargo Box (Area) Height	21.1 in	Tailgate Width	0 in
Cargo Volume	78.5 ft ³	Ext'd Cab Cargo Volume	N/A

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Call Us first, for all of your Fleet Automotive, & Light Truck needs.

Quote

PHONE (800) ALANJAY (252-6529)		DIRECT 863-402-4234	WWW.ALANJAY.COM	58208-2
Corporate Office	2003 U.S. 27 South Sebring, FL 33870	MOBILE 863-273-1105	Mailing Address	P.O. BOX 9200 Sebring, FL 33871-9200
		FAX 863-402-4221		

ORIGINAL QUOTE DATE
10/7/2024

QUICK QUOTE SHEET

REVISED QUOTE DATE
11/1/2024

REQUESTING AGENCY	DEERFIELD BEACH, CITY OF			
CONTACT PERSON	LINDA BECKFORD BURTON	EMAIL	LBURTON@DEERFIELD-BEACH.COM	
PHONE	954-421-5013	MOBILE	FAX 954-421-5013	

CONTRACT NUMBER 5179 - 2025 CITY OF TALLAHASSEE

MODEL	CC20743 1WT	MSRP	\$50,795.00
-------	-------------	------	-------------

2025 CHEVY SILVERADO 2500HD CREW CAB PICKUP 2WD WT 6.5' BED

CUSTOMER ID	PK PAINT (8830, 3384, ADD)	GOVERNMENT PRICE	\$46,271.00
-------------	----------------------------	------------------	-------------

BED LENGTH	6.5' Bed
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** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.

FACTORY OPTIONS

DESCRIPTION

GAZ	EXTERIOR COLOR SUMMIT WHITE	\$0.00
H2G	Jet Black, Vinyl seat trim	\$0.00
L8T	Engine, 6.6L V8	\$0.00
MKM	Transmission, Allison 10-Speed automatic	\$0.00
1WT	OPTIONS Work Truck Preferred Equipment Group	\$0.00
8S3	Back-up alarm, 97 decibels	\$133.00
AZ3	Seats, front 40/20/40 split-bench	\$0.00
CGN	Chevytec spray-on bedliner	\$540.00
FE9	Emissions, Federal requirements	\$0.00
GT4	Rear axle, 3.73 ratio	\$0.00
IOR	Audio system, Chevrolet Infotainment 3 system	\$0.00
JGA	GVWR, 10,150 lbs. (4604 kg)	\$0.00
PYN	Wheels, 17" (43.2 cm) painted steel, Silver	\$0.00
QHQ	Tires, LT245/75R17E all-season, blackwall	\$0.00
RVQ	LPO, Black tubular assist steps, 6" rectangular	\$790.00
ZHQ	Tire, spare LT245/75R17E all-season, blackwall	\$0.00
TOW	TOW PACKAGE STD	\$0.00
JL1	ELECTRONIC BRAKE CONTROLLER STD	\$0.00

FACTORY OPTIONS

\$1,463.00

AFTERMARKET OPTIONS

DESCRIPTION

DTF 4 TRK	Deep tint film installed on four doors and back glass for extended/crew cab pickups.	\$245.00
FS MP3-4-AA	(4) Federal Signal Micro Pulse Ultra LED's with (2) mounted in grille and (2) mounted to rear of vehicle (AMBER).	\$945.00
FS ALGNT53-DUAL-WL-AW	Federal Signal 53" Allegiant dual Amber/White light bar including take downs, alley lights, work light feature, signal master, strap kit, and compact digital soft button 6 switch controller. (Work light feature requires mounting on cab shield)	\$2,490.00
EWD	EXTENDED WARRANTY DECLINED	\$0.00
NO-TEMP	TEMP TAG NOT REQUESTED, CUSTOMER WILL HANDLE THEIR OWN TAG WORK.	\$0.00

AFTERMARKET OPTIONS

\$3,680.00

CONTRACT NUMBER 5179 - 2025 CITY OF TALLAHASSEE

TRADE IN

TOTAL COST

\$51,414.00

YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~

TOTAL COST LESS TRADE IN(S)

QTY

3

\$154,242.00

Estimated Annual payments for 60 months paid in advance: \$11,821.14

Extended: \$35,463.42

Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments

QUOTE SUBJECT TO FACTORY ORDER ACCEPTANCE or 30 DAYS

VEHICLE QUOTED BY

ASHLEE WILSON

GOVERNMENT ACCOUNT MANAGER

Ashlee.Wilson@AlanJay.com

"I Want to be Your Fleet Provider"

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time.
I am always happy to be of assistance.



Alan Jay Fleet

Ashlee Wilson | 863-402-4234 | ashlee.wilson@alanjay.com

Vehicle: [Fleet] 2025 Chevrolet Silverado 2500HD (CC20743) 2WD Crew Cab 159" Work Truck (Complete)



Note:Photo may not represent exact vehicle or selected equipment.

Window Sticker

SUMMARY

[Fleet] 2025 Chevrolet Silverado 2500HD (CC20743) 2WD Crew Cab 159" Work Truck MSRP:\$48,800.00

Interior:Jet Black, Vinyl seat trim

Exterior 1:Red Hot

Exterior 2:No color has been selected.

Engine, 6.6L V8

Transmission, Allison 10-Speed automatic

OPTIONS

CODE	MODEL	MSRP
CC20743	[Fleet] 2025 Chevrolet Silverado 2500HD (CC20743) 2WD Crew Cab 159" Work Truck	\$48,800.00
OPTIONS		
1WT	Work Truck Preferred Equipment Group	\$0.00
8S3	Back-up alarm, 97 decibels	\$138.00
AZ3	Seats, front 40/20/40 split-bench	\$0.00
CGN	Chevytec spray-on bedliner	\$545.00
FE9	Emissions, Federal requirements	\$0.00

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Data Version: 23623. Data Updated: Oct 6, 2024 6:44:00 PM PDT.



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Vehicle: [Fleet] 2025 Chevrolet Silverado 2500HD (CC20743) 2WD Crew Cab 159" Work Truck (Complete)

G7C	Red Hot	\$0.00
GT4	Rear axle, 3.73 ratio	\$0.00
H2G	Jet Black, Vinyl seat trim	\$0.00
IOR	Audio system, Chevrolet Infotainment 3 system	\$0.00
JGA	GVWR, 10,150 lbs. (4604 kg)	\$0.00
L8T	Engine, 6.6L V8	\$0.00
MKM	Transmission, Allison 10-Speed automatic	\$0.00
PYN	Wheels, 17" (43.2 cm) painted steel, Silver	\$0.00
QHQ	Tires, LT245/75R17E all-season, blackwall	\$0.00
RVQ	LPO, Black tubular assist steps, 6" rectangular	\$795.00
ZHQ	Tire, spare LT245/75R17E all-season, blackwall	Inc.
SUBTOTAL		\$50,278.00
Adjustments Total		\$0.00
Destination Charge		\$1,995.00
TOTAL PRICE		\$52,273.00

FUEL ECONOMY

Est City:N/A
Est Highway:N/A
Est Highway Cruising Range:N/A

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Vehicle: [Fleet] 2025 Chevrolet Silverado 2500HD (CC20743) 2WD Crew Cab 159" Work Truck (Complete)

Standard Equipment

Package

Trailer Package includes trailer hitch, 7-pin connector and (CTT) Hitch Guidance (Deleted when (ZW9) pickup bed delete is ordered.)

Mechanical

- Durabed, pickup bed
- Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline, (401 hp [299 kW] @ 5200 rpm, 464 lb-ft of torque [629 N-m] @ 4000 rpm) (STD)
- Transmission, Allison 10-Speed automatic (STD) (Standard with (L8T) 6.6L V8 gas engine.)
- Rear axle, 3.73 ratio (Requires (L8T) 6.6L V8 gas engine. Not available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine.)
- GVWR, 10,150 lbs. (4604 kg) (STD) (Included and only available with CC20743 model and (L8T) 6.6L V8 gas engine with 17" wheels)
- Push Button Start
- Air filter, heavy-duty
- Air filtration monitoring
- Auto-locking rear differential
- Rear wheel drive
- Cooling, external engine oil cooler
- Cooling, auxiliary external transmission oil cooler
- Battery, heavy-duty 720 cold-cranking amps/80 Amp-hr maintenance-free with rundown protection and retained accessory power (Included and only available with (L8T) 6.6L V8 gas engine.)
- Alternator, 170 amps (Requires (L8T) 6.6L V8 gas engine.)
- Trailer brake controller, integrated
- Frame, fully-boxed, hydroformed front section and a fully-boxed stamped rear section
- Recovery hooks, front, frame-mounted, Black
- Suspension Package
- Steering, Recirculating Ball with smart flow power steering system
- Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors
- Brake lining wear indicator
- Capless Fuel Fill (Requires (L8T) 6.6L V8 gas engine. Not available with (ZW9) pickup bed delete.)
- Exhaust, single, side

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Vehicle: [Fleet] 2025 Chevrolet Silverado 2500HD (CC20743) 2WD Crew Cab 159" Work Truck (Complete)

Exterior

- Wheels, 17" (43.2 cm) painted steel, Silver (STD)
- Tires, LT245/75R17E all-season, blackwall (STD)
- Tire, spare LT245/75R17E all-season, blackwall (STD) (Included and only available with (QH) LT245/75R17E all-season, blackwall tires with (E63) Durabed, pickup bed. Available to order when (ZW9) pickup bed delete and (QH) LT245/75R17E all-season, blackwall tires are ordered.)
- Tire carrier lock keyed cylinder lock that utilizes same key as ignition and door (Deleted with (ZW9) pickup bed delete.)
- Bumpers, front, Black
- Bumpers, rear, Black
- CornerStep, rear bumper
- BedStep, Black integrated on forward portion of bed on driver and passenger side (Deleted when (ZW9) pickup bed delete is ordered.)
- Moldings, beltline, Black
- Cargo tie downs (12), fixed rated at 500 lbs per corner (Deleted with (ZW9) pickup bed delete.)
- Headlamps, halogen reflector with halogen Daytime Running Lamps
- IntelliBeam, automatic high beam on/off
- Taillamps with incandescent tail, stop and reverse lights
- Lamps, cargo area, cab mounted integrated with center high mount stop lamp, with switch in bank on left side of steering wheel
- Mirrors, outside high-visibility vertical trailering lower convex mirrors, manual-folding/extending (extends 3.31" [84.25mm]), molded in Black (Not included on Regular Cab models.)
- Mirror caps, Black
- Glass, solar absorbing, tinted
- Tailgate, standard (Deleted with (ZW9) pickup bed delete.)
- Tailgate and bed rail protection cap, top
- Tailgate, locking, utilizes same key as ignition and door (Upgraded to (QT5) EZ Lift power lock and release tailgate when (PCV) WT Convenience Package or (ZLQ) WT Fleet Convenience Package is ordered. Not available with (ZW9) pickup bed delete.)
- Tailgate, gate function manual, no EZ Lift (Deleted with (ZW9) pickup bed delete.)
- Door handles, Black grained

Entertainment

Audio system, Chevrolet Infotainment 3 system 7" diagonal HD color touchscreen, AM/FM stereo, Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Wireless Apple CarPlay and Wireless Android Auto compatibility (STD)

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Vehicle: [Fleet] 2025 Chevrolet Silverado 2500HD (CC20743) 2WD Crew Cab 159" Work Truck (✔
Complete)

Entertainment

- Audio system feature, 6-speaker system (Requires Crew Cab or Double Cab model.)
- Wireless phone projection for Apple CarPlay and Android Auto
- Bluetooth for phone connectivity to vehicle infotainment system
- Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)

Interior

- Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD)
- Vinyl seat trim
- Seat adjuster, driver 4-way manual
- Seat adjuster, passenger 4-way manual
- Seat, rear 60/40 folding bench (folds up), 3-passenger (includes child seat top tether anchor) (Requires Crew Cab or Double Cab model.)
- Floor covering, rubberized-vinyl (Not available with LPO floor liners.)
- Steering wheel, urethane
- Steering column, Tilt-Wheel, manual with wheel locking security feature
- Instrument cluster 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure
- Driver Information Center, 3.5" diagonal monochromatic display
- Exterior Temperature Display located in radio display
- Compass located in instrument cluster
- Rear Seat Reminder (Requires Crew Cab or Double Cab model.)
- Window, power front, drivers express up/down
- Window, power front, passenger express down
- Windows, power rear, express down (Not available with Regular Cab models.)
- Door locks, power
- Remote Keyless Entry with 2 transmitters
- Cruise control, electronic with set and resume speed, steering wheel-mounted
- USB Ports, 2, Charge/Data ports located on instrument panel
- Power outlet, front auxiliary, 12-volt
- Air conditioning, single-zone
- Air vents, rear, heating/cooling (Not available on Regular Cab models.)
- Mirror, inside rearview, manual tilt

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Vehicle: [Fleet] 2025 Chevrolet Silverado 2500HD (CC20743) 2WD Crew Cab 159" Work Truck (Complete)

Interior

Assist handles front A-pillar mounted for driver and passenger, rear B-pillar mounted
Chevrolet Connected Access capable (Subject to terms. See onstar.com or dealer for details.)

Safety-Mechanical

Automatic Emergency Braking
Front Pedestrian Braking
StabiliTrak stability control system with Proactive Roll Avoidance and traction control, includes electronic trailer sway control and hill start assist

Safety-Exterior

Daytime Running Lamps with automatic exterior lamp control

Safety-Interior

Airbags, Dual-stage frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
OnStar Services capable (See onstar.com for details and limitations. Services vary by model. Service plan required.)
HD Rear Vision Camera (Deleted when (ZW9) pickup bed delete is ordered.)
Hitch Guidance dynamic single line to aid in trailer alignment for hitching (Deleted with (ZW9) pickup bed delete.)
Lane Departure Warning
Following Distance Indicator
Forward Collision Alert
Seat Belt Adjustable Guide Loops, front row only (Included and only available on Crew Cab and Double Cab models.)
Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use, can be turned on and off in Settings menu
Rear Seat Belt Indicator (Requires Crew Cab or Double Cab model.)
Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver
Tire Pressure Monitoring System

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Data Version: 23623. Data Updated: Oct 6, 2024 6:44:00 PM PDT.



Alan Jay Fleet

Ashlee Wilson | 863-402-4234 | ashlee.wilson@alanjay.com

Vehicle: [Fleet] 2025 Chevrolet Silverado 2500HD (CC20743) 2WD Crew Cab 159" Work Truck (Complete)

Safety-Interior

OnStar Basics (OnStar Fleet Basics for Fleet) Drive confidently with core OnStar services including remote commands, built-in voice assistance, real-time traffic and navigation, and Automatic Crash Response to help if you're in need. (OnStar Basics includes remote commands, Navigation, Voice Assistance, and Automatic Crash Response, for eligible vehicles with compatible software. For MY25 vehicles, OnStar Basics is standard for 8 years; OnStar plan, working electrical system, cell reception and GPS signal required. OnStar links to emergency services. Service coverage varies with conditions and location. Service availability, features and functionality vary by device and software version. See onstar.com for details and limitations.)

Processing-Other

Trailer Information Label provides max trailer ratings for tongue weight, conventional, gooseneck and 5th wheel trailering (Not available with (ZW9) pickup bed delete.)

WARRANTY

Warranty Note: <<< Preliminary 2025 Warranty >>>
Basic Years: 3
Basic Miles/km: 36,000
Drivetrain Years: 5
Drivetrain Miles/km: 60,000
Drivetrain Note: 3.0L & 6.0L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles
Corrosion Years (Rust-Through): 6
Corrosion Years: 3
Corrosion Miles/km (Rust-Through): 100,000
Corrosion Miles/km: 36,000
Roadside Assistance Years: 5
Roadside Assistance Miles/km: 60,000
Roadside Assistance Note: 3.0L & 6.0L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles
Maintenance Note: First Visit: 12 Months/12,000 Miles

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Vehicle: [Fleet] 2025 Chevrolet Silverado 2500HD (CC20743) 2WD Crew Cab 159" Work Truck (Complete)

Technical Specifications

Chassis

Weight Information

Standard Weight - Front	0.00 lbs	Standard Weight - Rear	0.00 lbs
Base Curb Weight	N/A	Gross Axle Wt Rating - Front	N/A
Gross Axle Wt Rating - Rear	N/A	Curb Weight - Front	3694 lbs
Curb Weight - Rear	2801 lbs	Option Weight - Front	0.00 lbs
Option Weight - Rear	0.00 lbs	Reserve Axle Capacity - Front	N/A
Reserve Axle Capacity - Rear	N/A	As Spec'd Curb Weight	6495.00 lbs
As Spec'd Payload	3655.00 lbs	Maximum Payload Capacity	3655.00 lbs
Gross Combined Wt Rating	24500 lbs	Gross Axle Weight Rating	N/A
Curb Weight	6495.00 lbs	Reserve Axle Capacity	N/A
Total Option Weight	0.00 lbs	Payload Weight Front	0 lbs
Payload Weight Rear	0 lbs	Gross Vehicle Weight Rating	10150.00 lbs

Trailerling

Dead Weight Hitch - Max Trailer Wt.	5000 lbs	Dead Weight Hitch - Max Tongue Wt.	500 lbs
Wt Distributing Hitch - Max Trailer Wt.	16000 lbs	Wt Distributing Hitch - Max Tongue Wt.	1600 lbs
Fifth Wheel Hitch - Max Trailer Wt.	18500 lbs	Fifth Wheel Hitch - Max Tongue Wt.	4625 lbs
Maximum Trailerling Capacity	20000 lbs		

Frame

Frame Type	Hydroformed	Sect Modulus Rails Only	N/A
Frame RBM	N/A	Frame Strength	N/A
Frame Thickness	N/A		

Suspension

Suspension Type - Front	Short/Long Arm	Suspension Type - Rear	Multi-Leaf Springs
Spring Capacity - Front	N/A	Spring Capacity - Rear	N/A
Axle Type - Front	N/A	Axle Type - Rear	N/A
Axle Capacity - Front	N/A	Axle Capacity - Rear	N/A
Axle Ratio (:1) - Front	N/A	Axle Ratio (:1) - Rear	3.73

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Alan Jay Fleet

Ashlee Wilson | 863-402-4234 | ashlee.wilson@alanjay.com

Vehicle: [Fleet] 2025 Chevrolet Silverado 2500HD (CC20743) 2WD Crew Cab 159" Work Truck (Complete) (✓)

Chassis

Suspension

Shock Absorber Diameter - Front	51 mm	Shock Absorber Diameter - Rear	51 mm
Stabilizer Bar Diameter - Front	1.38 in	Stabilizer Bar Diameter - Rear	N/A

Tires

Front Tire Order Code	QHJ	Rear Tire Order Code	QHJ
Spare Tire Order Code	ZHJ	Front Tire Size	LT245/75R17
Rear Tire Size	LT245/75R17	Spare Tire Size	LT245/75R17
Front Tire Capacity	N/A	Rear Tire Capacity	N/A
Spare Tire Capacity	N/A	Revolutions/Mile @ 45 mph - Front	N/A
Revolutions/Mile @ 45 mph - Rear	N/A	Revolutions/Mile @ 45 mph - Spare	N/A

Wheels

Front Wheel Size	17 x -TBD- in	Rear Wheel Size	17 x -TBD- in
Spare Wheel Size	17 x -TBD- in	Front Wheel Material	Steel
Rear Wheel Material	Steel	Spare Wheel Material	N/A

Steering

Steering Type	Pwr	Steering Ratio (:1), Overall	N/A
Steering Ratio (:1), On Center	N/A	Steering Ratio (:1), At Lock	N/A
Turning Diameter - Curb to Curb	52.7 ft	Turning Diameter - Wall to Wall	N/A

Brakes

Brake Type	Pwr	Brake ABS System	4-Wheel
Brake ABS System (Second Line)	N/A	Disc - Front (Yes or)	Yes
Disc - Rear (Yes or)	Yes	Front Brake Rotor Diam x Thickness	14.0 x 1.6 in
Rear Brake Rotor Diam x Thickness	14.1 x 1.3 in	Drum - Rear (Yes or)	N/A
Rear Drum Diam x Width	N/A		

Fuel Tank

Fuel Tank Capacity, Approx	36 gal	Aux Fuel Tank Capacity, Approx	N/A
Fuel Tank Location	N/A	Aux Fuel Tank Location	N/A

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Alan Jay Fleet

Ashlee Wilson | 863-402-4234 | ashlee.wilson@alanjay.com

Vehicle: [Fleet] 2025 Chevrolet Silverado 2500HD (CC20743) 2WD Crew Cab 159" Work Truck (Complete)

Dimensions

Interior Dimensions

Passenger Capacity	6	Front Head Room	43.03 in
Front Leg Room	44.53 in	Front Shoulder Room	66.02 in
Front Hip Room	61.18 in	Second Head Room	40.12 in
Second Leg Room	43.4 in	Second Shoulder Room	65.3 in
Second Hip Room	60.24 in		

Exterior Dimensions

Wheelbase	158.94 in	Length, Overall w/o rear bumper	N/A
Length, Overall w/rear bumper	N/A	Length, Overall	250.04 in
Width, Max w/o mirrors	81.85 in	Height, Overall	79.82 in
Overhang, Front	N/A	Overhang, Rear w/o bumper	N/A
Front Bumper to Back of Cab	N/A	Cab to Axle	42.17 in
Cab to End of Frame	N/A	Ground to Top of Load Floor	N/A
Ground to Top of Frame	N/A	Frame Width, Rear	N/A
Ground Clearance, Front	10.12 in	Ground Clearance, Rear	10.12 in
Body Length	0.00 ft	Cab to Body	N/A

Cargo Area Dimensions

Cargo Box Length @ Floor	82.25 in	Cargo Box Width @ Top, Rear	N/A
Cargo Box Width @ Floor	71.4 in	Cargo Box Width @ Wheelhousings	51.85 in
Cargo Box (Area) Height	21 in	Tailgate Width	N/A
Cargo Volume	69.5 ft³	Ext'd Cab Cargo Volume	N/A

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VEH21.0 Bus 20 to 52 / MATTHEWS BUSES COMMERCIAL**FSB COOPERATIVE PROCUREMENT OPTION ORDER FORM****AGENCY NAME:** City of Deerfield Beach**ADDRESS:** 401 S.W. 4th Street**ADDRESS:** Deerfield Beach, Florida 33441**PRIMARY CONTACT:** Linda Beckford Burton**AUTHORIZED SIGNATURE:****BUS CHASSIS WITH DESIRED PASSENGERS PLUS OPTION CONTENT IS SUBJECT TO WEIGHT APPROVAL****CLICK ON ARROW BUTTON (NEXT LINE) / SELECT "ALL" TO VIEW ALL OPTIONS / SELECT "NON BLANKS" TO CONDENSE THE FORM**

QTY	OPTION	DESCRIPTION	PRICE	EXT. PRICE
1	20 PASSENGER CAPACITY	Ford F-550 / 19,500 GVWR Chassis, 6.7L Diesel Engine, 10 Speed Automatic Transmission, 220 Ampere Alternator, Dual Batteries, Dash HVAC, Chrome Bumper, F&R Disc Brakes, Halogen Headlights	\$148,607	\$148,607
1	20 PASSENGER CAPACITY	Ford F-550 / 19,500 GVWR Chassis, 7.3L Gasoline Engine, 10 Speed Automatic Transmission, 240 Ampere Alternator, Dual Batteries, Dash HVAC, Chrome Bumper, F&R Disc Brakes, Halogen Headlights	-\$12,645	-\$12,645
1	22029	EXHAUST PIPE DOWNTURN	\$120	\$120
1	22087	BATTERY BOX ASSEMBLY IN SKIRT WITH SLIDING TRAY	\$450	\$450
1	22092	BATTERY DISCONNECT SWITCH	\$168	\$168
1	22038	WHEEL INSERTS / STAINLESS STEEL / ALL WHEELS	\$810	\$810
1	99	MOR/RIDE "RS" SUSPENSION SYSTEM (F550)	\$1,650	\$1,650
1	22503	RUNNING BOARD STEP - DRIVER SIDE - ALUMINUM (F550 ONLY)	\$570	\$570
1	22363	HEATED AND REMOTE CONTROLLED REARVIEW MIRRORS	\$1,092	\$1,092
1	20276	INTERIOR DRIVER'S 6" X 9" MIRROR (CONVEX ADJ. 4 WAY)	\$85	\$85
1	20301	DRIVERS MODESTY PANEL SECURED TO STAINLESS STEEL	\$210	\$210
1	20191	STORAGE AREA OVER WINDSHIELD WITH LATCHING COVER	\$168	\$168
1	22418	70,000 BTU AIR CONDITIONING SYSTEM STD	\$0	\$0
1	22426	UPGRADE AC SYSTEM FROM 70K BTU TO 80K BTU CAPACITY	\$2,640	\$2,640
1	20082	REAR HEATING SYSTEM / 35K BTU - FLOOR MOUNTED	\$552	\$552
1	20089	ELECTRIC WATER SHUT OFF VALVES FOR REAR HEAT	\$204	\$204
1	8133	EXTERIOR PASSENGER ENTERENCE DOOR KEY	\$114	\$114
1	8016	REAR DOOR WITH UPPER WINDOW (INCLUDES DOOR AJAR BUZZER)	\$678	\$678
1	99	WHEELCHAIR ACCESS PACKAGE	\$12,204	\$12,204
1	20246	ADD A WHEELCHAIR SECUREMENT POSITION	\$1,215	\$1,215
10	8068	UPGRADE PASSENGER SEATS FROM LOW BACK TO MID BACK TRANSIT STYLE (PER DOUBLE)	\$50	\$500
1	8084	THREE STEP FOLD-A-WAY DOUBLE SEAT (OFFERS FORWARD FACING TWO PASSENGER SEAT WHEN WHEELCHAIR SPACE IS NOT OCCUPIED)	\$1,572	\$1,572
1	99	5LB FIRE EXTINGUISHER, 25 UNIT FIRST AID KIT, TRIANGLE KIT	\$264	\$264
1	20267	BACK-UP ALARM	\$84	\$84
1	8130	DUAL ENTRY GRAB RAILS	\$156	\$156
1	8287	RADIO AM/FM/CD PLAYER W/4 SPEAKERS - 2 FRONT, 2 REAR	\$490	\$490
1	8139	PUBLIC ADDRESS SYSTEM WITH HAND HELD MICROPHONE	\$255	\$255
1	22040	VALVE STEM EXTENDERS DUAL REAR WHEELS	\$252	\$252
1	20135	TURN SINGLES FLASH WITH OPEN DOOR	\$120	\$120
1	20140	STROBE LIGHT ROOF MOUNTED AMBER OR WHITE	\$210	\$210
1	20138	LED MID-SHIP TURN / MARKER LIGHTS	\$222	\$222
*			TOTAL	\$163,017

GAS 7-9mth ETA



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2025-200

Agenda Date: 5/20/2025

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2025/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the issuance of a purchase order to Bozard Ford Co. for the purchase of a 2025 Ford Mustang Mach-E electric vehicle in an amount not to exceed \$36,465.00, utilizing the Florida Sheriff's Association Cooperative Purchasing Program Contract No. FSA24-VEL32.0; providing for appropriation, execution and an effective date. (Funds from multiple accounts)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$36,465.00

Primary Account: 100-000-340-0000-000-33139-331391

Account Name: US Dept. of Energy

Secondary Account: 399-300-3701-000-53900-506420

Account Name: General Capital Fund / Automobile Vehicles

Tertiary Account: 100-810-130-8100-000-58100-509010

Account Name: Transfer to General Capital

Quaternary Account: 399-000-130-0000-000-38100-381010

Account Name: Transfer in General Fund

Background/History

In April 2023, the City Commission approved the submission of a grant application to the United States Department of Energy (DOE) Energy Efficiency and Conservation Block Grant (EECBG) Program. The City of Deerfield Beach's grant application was considered to fall under a formula grant category whereby the application had a pre-determined grant allocation of \$141,090.00.

The City of Deerfield Beach submitted applications to the EECBG voucher program for technical assistance and for equipment rebate. The technical assistance application was submitted for an allocation of \$95,090.00 to be used for analysis and planning to create a roadmap for the City to move forward with alternative fuel vehicles and other fleet related efficiency strategies. The remaining \$46,000.00 was requested to purchase an electric vehicle to be used as a pool vehicle in the City's fleet with the understanding that the City would be reimbursed for said purchase cost.

Current Activity

Recently, DOE has approved the equipment rebate voucher application for the purchase of an electric vehicle and given the go-ahead to make this purchase. Staff has identified a Ford Mach-E as the most appropriate vehicle for program needs. Staff obtained four quotes for the vehicle purchase

and reviewed all four quotes with the City's Purchasing and Contract Administration Division. Upon review, it was determined that the quote from Bozard Ford, based upon the Florida Sheriff's Association Cooperative Purchasing Program Contract No. FSA24-VEL32.0, was the lowest quote at \$36,465.00. Pursuant to Sec. 38-116, the City Code exempts from competitive solicitation requirements procurements utilizing contracts awarded by other governmental agencies and participation in cooperative purchases.

Due to the approval of the timeframe by DOE, this purchase also requires a budget amendment to allocate the funding for the vehicle, which will be reimbursed by DOE once the purchase is effectuated.

Recommendation

It is recommended that the City Commission authorize the issuance of the Purchase Order to Bozard Ford Co. in an amount not to exceed \$36,465.00 to proceed with this purchase, along with the necessary appropriations to fund the purchase.

RESOLUTION NO. 2025/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE ISSUANCE OF A PURCHASE ORDER TO BOZARD FORD CO. FOR THE PURCHASE OF A 2025 FORD MUSTANG MACH-E ELECTRIC VEHICLE IN AN AMOUNT NOT TO EXCEED \$36,465.00, UTILIZING THE FLORIDA SHERIFF'S ASSOCIATION COOPERATIVE PURCHASING PROGRAM CONTRACT NO. FSA24-VEL32.0; PROVIDING FOR APPROPRIATION, EXECUTION AND AN EFFECTIVE DATE

WHEREAS, on April 25, 2023, the City Commission approved the submission of an Energy Efficiency and Conservation Block Grant Program ("EECBG") Application to the United States Department of Energy (the "DOE") for the development of a greenhouse gas emissions strategy associated with the transportation sector (the "Application"); and

WHEREAS, the City's Application was considered to fall under a formula grant category whereby the Application had a pre-determined grant allocation of \$141,090.00; and

WHEREAS, the Application for the EECBG voucher program included: (i) technical assistance in the amount of \$95,090.00 to be used for analysis and planning to create a roadmap for the City to move forward with alternative fuel vehicles and other fleet related efficiency strategies, and (ii) a reimbursement allocation of \$46,000.00 for the purchase of an electric vehicle to be used as a pool vehicle in the City's fleet; and

WHEREAS, DOE recently approved the equipment rebate voucher application for the purchase of the proposed electric vehicle and City staff identified the Ford Mach-E as the most appropriate vehicle under the program; and

WHEREAS, the City Code exempts from competitive solicitation requirements procurements utilizing contracts awarded by other governmental agencies and participation in cooperative purchases; notwithstanding City staff sought quotes from four firms for the proposed vehicle purchase with Bozard Ford Co. offering the lowest price; and

WHEREAS, the City is seeking to issue a purchase order (the "Purchase Order") to Bozard Ford Co. ("Bozard") for the purchase of a 2025 Ford Mustang Mach-E (BEV) Electric Vehicle in the amount of \$36,465.00, utilizing the terms of the Florida Sheriff's Association Cooperative Purchasing Program Contract No. FSA 24-VEL32.0, attached as Exhibit "1" (the "FSA Contract"); and

WHEREAS, Bozard has agreed to provide the 2025 Ford Mustang Mach-E (BEV) Vehicle to the City based upon the terms and pricing of the FSA Contract for a cost of \$36,465.00; and

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

WHEREAS, staff recommends that the City Commission approve the issuance of Purchase Order to Bozard for the purchase of the 2025 Ford Mustang Mach-E (BEV) Vehicle, utilizing the terms and pricing of the FSA Contract.

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

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

Section 2. The City Commission hereby approves the issuance of a Purchase Order to Bozard Ford Co. for the purchase of a 2025 Ford Mustang Mach-E (BEV) Vehicle in an amount not to exceed \$36,465.00, utilizing the terms and pricing of the FSA Contract.

Section 3. The appropriate City officials are authorized to do all things necessary to carry out the aims of this Resolution, including but not limited to, executing and issuing the Purchase Order and making the necessary appropriations or budget transfers to fund the purchase.

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

PASSED AND ADOPTED THIS _____ DAY OF _____, 2025.

TODD DROSKY, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

FSA Cooperative Purchasing Program



FSA23-VEH21.1 Heavy Trucks & Buses Extension Packet



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FLORIDA SHERIFFS ASSOCIATION

2617 Mahan Drive
Tallahassee, Florida 32308

p: (850) 877-2165 f: (850) 878-8665
flsheriffs.org    

Contract Extension Amendment

Contract FSA23-VEH21.0: Heavy Trucks and Busses

Extension Term: October 1, 2024, through September 30, 2025

The Terms and Conditions of this Contract allow for modification via contract addenda as provided for in Section 1.23. The effective dates of the original contract term for FSA23-VEH21.0 are October 1, 2023, through September 30, 2024. The Florida Sheriffs Association (FSA) shall extend this contract for an additional one (1) year term from October 1, 2024, through September 30, 2025. The Terms and Conditions remain in effect for the contract extension term. Items and pricing may be updated in accordance with Sections 3.05 and 3.06 of the Terms and Conditions.

FSA is amending the original contract to reflect the following modifications:

- Modify the contract number to FSA23-VEH21.1, which reflects the extension; and
- Amend Section 1.03 to recognize the term of the contract extension.

Section 1.03 is amended to include the following language:

1.03 TERM OF CONTRACT

The FSA elected to renew the contract and extend the term of the contract for another twelve (12) months. The contract extension term will begin October 1, 2024, and end September 30, 2025.

For questions regarding this contract extension, please email Hugh Oliver at holiver@flsheriffs.org.



Hugh Oliver
Florida Sheriffs Association
Director- Cooperative Purchasing Program



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FLORIDA SHERIFFS ASSOCIATION

2617 Mahan Drive, Tallahassee, Florida 32308
P.O. Box 12519 • Tallahassee, Florida 32317-2519

p: (850) 877-2165
f: (850) 878-8665
www.flsheriffs.org  

Notice of Final Award FSA23-VEH21.0: Heavy Trucks & Buses

Date: October 1, 2023

To: Bidders and Purchasers

From: Hugh Oliver, Cooperative Purchasing Program Manager

Re: Notice of Final Award for FSA23-VEH21.0: Heavy Trucks & Buses

Florida Sheriffs Association (FSA) has completed its 21st year of the cooperative purchasing heavy trucks and buses contract. FSA is issuing the Notice of Final Award for contract FSA23-VEH21.0: Heavy Trucks & Buses that will be effective from October 1, 2023, through September 30, 2024. This year's bid included 80 items. The contract will offer class 3-5 cab & chassis trucks and buses.

The competitive process for this award began in May 2023, when stakeholders were surveyed regarding procurement needs. Items were added based on survey results and the Fleet Advisory Committee's review of products.

An advertisement for the Invitation to Bid was published in the Florida Administrative Weekly, as well as the State of Florida's Office of Supplier Diversity and the FSA websites. On May 5, 2023, a direct notification was sent to 716 prospective bidders to participate in a voluntary bidder workshop. The ITB advertisement resulted in 81 pre-bid attendees or waivers. Of these respondents, 30 submitted bids and 29 qualified. FSA has identified intended awardees in the attached Final Award Report. The Final Award Report shows up to three lowest bidders per item, per zone.

The Florida Sheriffs Association Cooperative Purchasing Program has followed the Contract Terms and Conditions for this procurement. Bidders that become awarded vendors are governed by their manufacturer agreements and the Contract Terms and Conditions.

Contract pricing will be extended and guaranteed to the Florida Sheriffs Association, any unit of local government, political subdivision or agency of the State of Florida, or to other entities approved by manufacturers to buy from this contract, which can include out-of-state sales. Vendors that wish to extend contract pricing to entities other than those defined here are governed by their manufacturer's agreement. All purchasers are bound by state law, local ordinances, rules, and regulations for purchases made under this contract.



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flsheriffs.org    

FSA23-VEH21.0: Heavy Trucks and Busses

Contract Renewal

October 1, 2024, through September 30, 2025

The Terms and Conditions of this contract allow for modification via contract amendment as provided for in Section 1.23. The effective dates of the contract term for FSA23-VEH21.0 are October 1, 2023, through September 30, 2024. Per Contract Terms and Conditions, Section 3.05, the contract may be renewed by mutual agreement, initiated at the discretion of the FSA (Florida Sheriffs Association), for up to two additional one-year terms on a year-to-year basis. The Florida Sheriffs Association Cooperative Purchasing Program seeks to renew FSA23-VEH21.0 for a one-year term. The contract term will extend from October 1, 2024, through September 30, 2025.

Please sign and return this contract renewal acknowledgment prior to May 31, 2024. If the FSA does not receive a written response to this decision by May 31, 2024, the contract term will be extended for the additional period.

Any vendor not in agreement may opt out of the extra contract term before September 30, 2024.

For questions regarding this contract extension, please email Hugh Oliver at holiver@flsheriffs.org.

Name of Authorized Agent (Please Print):

Signature:

Michael Crawford

Michael Crawford

Date:

Awarded Vendor Company Name:

05/14/2024

All Roads Kenworth, LLC

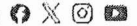


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flsheriffs.org



FSA23-VEH21.0: Heavy Trucks and Busses

Contract Renewal

October 1, 2024, through September 30, 2025

The Terms and Conditions of this contract allow for modification via contract amendment as provided for in Section 1.23. The effective dates of the contract term for FSA23-VEH21.0 are October 1, 2023, through September 30, 2024. Per Contract Terms and Conditions, Section 3.05, the contract may be renewed by mutual agreement, initiated at the discretion of the FSA (Florida Sheriffs Association), for up to two additional one-year terms on a year-to-year basis. The Florida Sheriffs Association Cooperative Purchasing Program seeks to renew FSA23-VEH21.0 for a one-year term. The contract term will extend from October 1, 2024, through September 30, 2025.

Please sign and return this contract renewal acknowledgment prior to May 31, 2024. If the FSA does not receive a written response to this decision by May 31, 2024, the contract term will be extended for the additional period.

Any vendor not in agreement may opt out of the extra contract term before September 30, 2024.

For questions regarding this contract extension, please email Hugh Oliver at holiver@flsheriffs.org.

Name of Authorized Agent (Please Print):

Charlie Rodgers

Signature:

Charlie Rodgers

Digitally signed by Charlie Rodgers
DN: cn = Charlie Rodgers email =
crodgers@palmettofordmiami.com c = US o =
Bachrodt FT, LLC. ou = Palmetto Ford of Miami
Date: 2024.04.18 15:10:52 -0407

Awarded Vendor Company Name:

Bachrodt FT, LLC. dba Palmetto Ford of Miami

Date:

April 18th, 2024



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FLORIDA SHERIFFS ASSOCIATION

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FSA23-VEH21.0: Heavy Trucks and Busses

Contract Renewal

October 1, 2024, through September 30, 2025

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For questions regarding this contract extension, please email Hugh Oliver at holiver@flsheriffs.org.

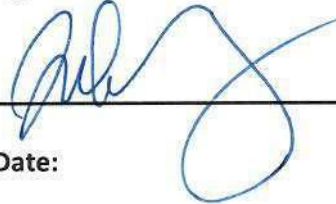
Name of Authorized Agent (Please Print):

Jeff Young

Awarded Vendor Company Name:

Bozard Ford CO

Signature:



Date:

5/6/2024



PROTECTING, LEADING & UNITING SINCE 1893

FLORIDA SHERIFFS ASSOCIATION

2617 Mahan Drive
Tallahassee, Florida 32308

p: (850) 877-2165 f: (850) 878-8665
flsheriffs.org    

FSA23-VEH21.0: Heavy Trucks and Busses

Contract Renewal

October 1, 2024, through September 30, 2025

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For questions regarding this contract extension, please email Hugh Oliver at holiver@flsheriffs.org.

Name of Authorized Agent (Please Print):

Tammy D Steemken

Awarded Vendor Company Name:

Broyhill Equipment LLC

Signature:

[Handwritten Signature]

Date:

04/19/2024



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FLORIDA SHERIFFS ASSOCIATION

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FSA23-VEH21.0: Heavy Trucks and Busses

Contract Renewal

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For questions regarding this contract extension, please email Hugh Oliver at holiver@flsheriffs.org.

Name of Authorized Agent (Please Print):

William Young

Signature:



Awarded Vendor Company Name:

Container Systems & Equip. Co., III

Date:

4-15-24



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FLORIDA SHERIFFS ASSOCIATION

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FSA23-VEH21.0: Heavy Trucks and Busses

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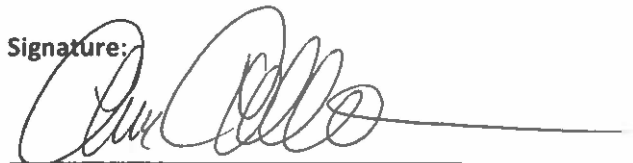
Any vendor not in agreement may opt out of the extra contract term before September 30, 2024.

For questions regarding this contract extension, please email Hugh Oliver at holiver@flsheriffs.org.

Name of Authorized Agent (Please Print):

Chuck Calhoun

Signature:



Awarded Vendor Company Name:

Cumberland International Trucks

Date:

4/11/24



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FSA23-VEH21.0: Heavy Trucks and Busses

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For questions regarding this contract extension, please email Hugh Oliver at holiver@flsheriffs.org.

Name of Authorized Agent (Please Print):

Howard B. Williams

Signature:

Howard B. Williams

Awarded Vendor Company Name:

DeLand Truck Center, Inc.

Date:

4/12/24



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FSA23-VEH21.0: Heavy Trucks and Busses

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For questions regarding this contract extension, please email Hugh Oliver at holiver@flsheriffs.org.

Name of Authorized Agent (Please Print):

RICHARD TACKETT

Signature:



Awarded Vendor Company Name:

DUVAL FORD

Date:

4/10/24



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FSA23-VEH21.0: Heavy Trucks and Busses

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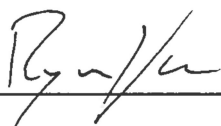
Any vendor not in agreement may opt out of the extra contract term before September 30, 2024.

For questions regarding this contract extension, please email Hugh Oliver at holiver@flsheriffs.org.

Name of Authorized Agent (Please Print):

RYAN VAN WOLVELAERE

Signature:



Awarded Vendor Company Name:

FLORIDA KENWORTH, LLC

Date:

5/30/24

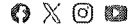


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FSA23-VEH21.0: Heavy Trucks and Busses

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Name of Authorized Agent (Please Print):

Robert Frick

Signature:

Digitally signed by Robert
Frick
Date: 2024.04.10 15:22:46
-04'00'

Awarded Vendor Company Name:

Florida Transportation Systems

Date:

4/10/24



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FSA23-VEH21.0: Heavy Trucks and Busses

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For questions regarding this contract extension, please email Hugh Oliver at hooliver@flsheriffs.org.

Name of Authorized Agent (Please Print):

Ed Costello

Signature:



Awarded Vendor Company Name:

Kenworth of Jacksonville

Date:

4/12/24

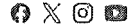


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FSA23-VEH21.0: Heavy Trucks and Busses

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Name of Authorized Agent (Please Print):

Douglas Gifford

Signature:

Douglas
Gifford

Digitally signed by Douglas
Gifford
Date: 2024.05.15 08:50:05
-04'00'

Awarded Vendor Company Name:

Matthews Bus Alliance, Inc.

Date:

5/15/24



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FLORIDA SHERIFFS ASSOCIATION

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Tallahassee, Florida 32308

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FSA23-VEH21.0: Heavy Trucks and Busses

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Name of Authorized Agent (Please Print):

Nick Corley

Signature:



Awarded Vendor Company Name:

Model 1 Commercial Vehicles, Inc.

Date:

4-22-2024



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2617 Mahan Drive
Tallahassee, Florida 32308

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FSA23-VEH21.0: Heavy Trucks and Busses

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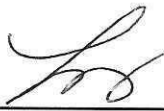
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For questions regarding this contract extension, please email Hugh Oliver at holiver@flsheriffs.org.

Name of Authorized Agent (Please Print):

Lloyd W. BRADIDGE, CFO

Signature:



Awarded Vendor Company Name:

NACARADO

Date:

5-21-24

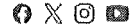


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FSA23-VEH21.0: Heavy Trucks and Busses

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Name of Authorized Agent (Please Print):

Anthony Abatecola

Signature:

bc646917-97ab-4297
-b927-cd662cab4f24
Digitally signed by
bc646917-97ab-4297-b927-
cd662cab4f24
Date: 2024.04.10 11:09:33 -04'00'

Awarded Vendor Company Name:

Nextran Truck Centers

Date:

4/10/24



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FSA23-VEH21.0: Heavy Trucks and Busses

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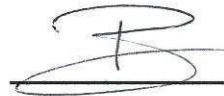
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For questions regarding this contract extension, please email Hugh Oliver at holiver@flsheriffs.org.

Name of Authorized Agent (Please Print):

ROBERT SCHARPNICK

Signature:



Awarded Vendor Company Name:

ORLANDO FREIGHTLINER

Date:

4-12-24

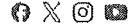


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FSA23-VEH21.0: Heavy Trucks and Busses

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For questions regarding this contract extension, please email Hugh Oliver at holiver@flsheriffs.org.

Name of Authorized Agent (Please Print):

Elena Christakis

Signature:

Elena
Christakis

Digitally signed by Elena
Christakis
Date: 2024.06.11 10:24:51
-07'00'

Awarded Vendor Company Name:

Phoenix Motorcars Leasing LLC

Date:

6/11/24



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2617 Mahan Drive
Tallahassee, Florida 32308

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FSA23-VEH21.0: Heavy Trucks and Busses

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Name of Authorized Agent (Please Print):

Carlos Correa

Signature:

Carlos Correa

Digitally signed by Carlos
Correa
Date: 2024.04.12 14:08:50
-04'00'

Awarded Vendor Company Name:

Rechtien International Trucks

Date:

4/12/24

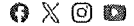


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FSA23-VEH21.0: Heavy Trucks and Busses

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Name of Authorized Agent (Please Print):

Wade Bosarge

Signature:

Wade Bosarge

Digitally signed by Wade
Bosarge
Date: 2024.04.15 11:22:47
-04'00'

Awarded Vendor Company Name:

Rush Truck Centers of Florida

Date:

4/15/24

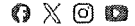


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FLORIDA SHERIFFS ASSOCIATION

2617 Mahan Drive
Tallahassee, Florida 32308

p: (850) 877-2165 f: (850) 878-8665
flsheriffs.org



FSA23-VEH21.0: Heavy Trucks and Busses

Contract Renewal

October 1, 2024, through September 30, 2025

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Any vendor not in agreement may opt out of the extra contract term before September 30, 2024.

For questions regarding this contract extension, please email Hugh Oliver at holiver@flsheriffs.org.

Name of Authorized Agent (Please Print):

Donald Maher

Signature:

DONALD
MAHER

Digitally signed by DONALD
MAHER
Date: 2024.04.23 16:59:38
-04'00'

Awarded Vendor Company Name:

SBL FREIGHTLINER, LLC

Date:

4/23/24



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For questions regarding this contract extension, please email Hugh Oliver at holiver@flsheriffs.org.

Name of Authorized Agent (Please Print):

Shane Polson

Signature:



Awarded Vendor Company Name:

Southern States ToyotaLift

Date:

5/20/24



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Name of Authorized Agent (Please Print):

DAVID C. METCALF

Signature:

David C. Metcalf

Awarded Vendor Company Name:

Sun State International Trucks

Date:

4/10/2024



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fisheriffs.org    

FSA23-VEH21.0: Heavy Trucks and Busses

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For questions regarding this contract extension, please email Hugh Oliver at holiver@flsheriffs.org.

Name of Authorized Agent (Please Print):

Scott Endris

Signature:



Awarded Vendor Company Name:

Tampa Truck Center LLC

Date:

4/10/24



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FSA23-VEH21.0: Heavy Trucks and Busses

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For questions regarding this contract extension, please email Hugh Oliver at hooliver@flsheriffs.org.

Name of Authorized Agent (Please Print):

Blake R. Ebben

Signature:

Awarded Vendor Company Name:

Ten-8 Fire & Safety

Date:

4/10/24

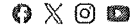


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FSA23-VEH21.0: Heavy Trucks and Busses

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Name of Authorized Agent (Please Print):

Lucus Witzke

Signature:

Lucus Witzke

Digitally signed by Lucas
Witzke
Date: 2024.04.11 15:35:16
-04'00'

Awarded Vendor Company Name:

Terradyne Armored Vehicles

Date:

4/11/24



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Name of Authorized Agent (Please Print):

ANDY HALLUMS

Signature:

[Handwritten Signature]

Awarded Vendor Company Name:

THE PETERBILT STORE SOUTH FLORIDA LLC

Date:

4/10/24



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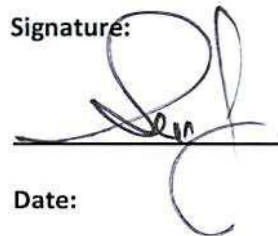
Name of Authorized Agent (Please Print):

Guillermo Chéz

Awarded Vendor Company Name:

TRUCKMAX, INC

Signature:



Date:

5-21-24



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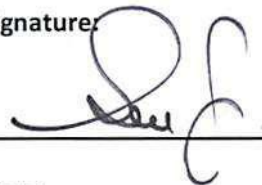
Name of Authorized Agent (Please Print):

GUILLERMO CHEZ.

Awarded Vendor Company Name:

TRUCKMAX ISUZU

Signature:



Date:

5-21-24.



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Name of Authorized Agent (Please Print):

Signature:

Andrew T. Bennett



Awarded Vendor Company Name:

Date:

Truckwork of DeLunick Spring 5-15-24

FSA Cooperative Purchasing Program



FSA23-VEH21.1 Addition of Repair and Replacement Parts



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Contract Amendment

FSA23-VEH21.1: Heavy Trucks and Buses

Addition of Repair and Replacement Parts

The Terms and Conditions of this Contract allow for modification via contract amendment as provided for in Section 1.23. Per Contract Terms and Conditions, Section 3.04, the FSA CPP reserves the right to add or delete any items from the contract when deemed to be in the best interest of FSA and purchasers, at its discretion.

FSA is amending the original contract to add a new section to Section 3.0 – General Conditions:

3.26 – REPAIR AND REPLACEMENT PARTS

FSA authorizes awarded vendors to sell repair and replacement parts. Parts and components pricing must include the administrative fee. If a vendor wishes to offer parts under this contract, the vendor must provide a price list to FSA and offer a discount below MSRP or list price for parts and components.

Vendors may provide pricing by submitting a parts pricing sheet to cpp@flsheriffs.org. Vendors are encouraged, but not required to use the template.

Items listed below are required for the submission of the pricing sheet:

- *Description*
- *MSRP or List Price discount percentage*
- *Exceptions to discount provided*
- *Quantity discounts*

For questions regarding this contract amendment, please email cpp@flsheriffs.org

For questions regarding this contract amendment, please email Hugh Oliver at holiver@flsheriffs.org.

☒ Yes, we wish to offer parts. Please see our completed pricing sheet.

☐ No, we do not wish to offer parts.

Name of Authorized Agent (Please Print):

Jerry Williams

Signature:

[Handwritten Signature]

Awarded Vendor Company Name:

Orlando Freightliner Inc.

Date:

2/16/25

FSA Cooperative Purchasing Program



FSA23-VEH21.1 Bid Awards

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Buses Electric: 19 to 20 Passenger Capacity Range, Van-Type Cutaway Chassis

Item: 1, Endera, B-Series, B-Series

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Florida Transportation Systems, Inc.	\$306,847.00	Build	Options
	Alternate	Model 1 Commercial Vehicles, Inc.	\$322,025.00	Build	Options
Northern	Primary	Florida Transportation Systems, Inc.	\$306,847.00	Build	Options
	Alternate	Model 1 Commercial Vehicles, Inc.	\$322,025.00	Build	Options
Central	Primary	Florida Transportation Systems, Inc.	\$306,847.00	Build	Options
	Alternate	Model 1 Commercial Vehicles, Inc.	\$322,025.00	Build	Options
Southern	Primary	Florida Transportation Systems, Inc.	\$306,847.00	Build	Options
	Alternate	Model 1 Commercial Vehicles, Inc.	\$322,025.00	Build	Options

Bid Award

Contract: FSA23-VEH21.0, Heavy Trucks and Buses

Group: Buses Electric: 19 to 20 Passenger Capacity Range, Van-Type Cutaway Chassis

Item: 5, Phoenix Motorcars, Z600 Type A School Bus, Z600

Description: Refer to Item Group Specifications PDF document for FSA Base Specifications.

Model Upgrade/Downgrade:

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	Phoenix Motorcars Leasing LLC	\$271,450.00	Build	Options
Northern	Primary	Phoenix Motorcars Leasing LLC	\$271,450.00	Build	Options
Central	Primary	Phoenix Motorcars Leasing LLC	\$271,450.00	Build	Options
Southern	Primary	Phoenix Motorcars Leasing LLC	\$271,450.00	Build	Options

BOZARD
GOVERNMENT SALES

May 7, 2025

LINDA BECKFORD BURTON
 CITY OF DEERFIELD BEACH
 954-421-5013

iburton@deerfield-beach.com

Greeting,

Bozard Ford is pleased to submit the following quote based on FSA CONTRACT FSA 24- VEL32.0

	Color		
Exterior Color	FA	ERUPTION GREEN METALLIC	\$494.00
Interior Vehicle	SJ	BLACK ONYX	
		Description	Price
SPEC#75	K1R	2025 FORD MUSTANG MACH-E (BEV) ELECTRIC	\$ 35,927.00
	994	PRIMARY MOTOR	INC
	44A	SINGLE SPEED TRAN	INC
	942	DAYTIME RUNNING LIGHTS	\$ 44.00
			\$ 36,465.00

All Vehicles will be ordered **WHITE** unless agency choose a different color

Approved

Please return quote along with purchase order

Sincerely,

Jeffrey Eason

Government Fleet Director

Joe Windrow

Fleet Sales Manager (850) 776-5294

WINDROW11@GMAIL.COM



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2025-202

Agenda Date: 5/20/2025

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2025/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the issuance of a purchase order to Southern Sewer Equipment Sales and Service, Inc., to furnish replacement parts and repair services for the City's NewWay Refuse Collection Trucks and Vac-Con Sewer Cleaning Vacuum Trucks in an amount not to exceed \$60,000.00 in accordance with Section 38-116(3)(c)(2) of the City's Procurement Code for sole source purchases; providing for implementation and an effective date. (Funds from Account #100-000-000-0000-000-00000-141050 - Inventory Fleet Maintenance & Account #450-300-340-3400-000-53400-503806 - Material to Maintain Vehicles)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission.

Fiscal Impact

Costs: \$60,000.00

Account Name: Inventory Fleet Maintenance

Account Number: 100-000-000-0000-000-00000-141050

Secondary Account Name: Material to Maintain Vehicles

Secondary Account Number: 450-300-340-3400-000-53400-503806

Background/History

The Solid Waste Division currently has six NewWay Auto Side Load (ASL) collection trucks and two NewWay Front End Load (FEL) collection trucks. The City also has four Vac-Con sewer vacuum trucks. The ASL trucks service approximately 18,000 curbside homes twice per week. The loading arms, which service the trash carts, cycle four times for each cart tip, resulting in faster wear and tear on these trucks. These trucks also pack on the go from home to home, resulting in faster wear and tear. Service and replacement parts are required for the safe operation of the vehicles.

Current Activity

Southern Sewer is currently the sole source of sales, replacement parts, and service for New Way and Vac-Con trucks. Therefore, the Fleet Management Division is required to use Southern Sewer for replacement parts and service as needed for these trucks.

Recommendation

Staff recommends approving the sole-source agreement with Southern Sewer Equipment Sales.

RESOLUTION NO. 2025/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE ISSUANCE OF A PURCHASE ORDER TO SOUTHERN SEWER EQUIPMENT SALES AND SERVICE, INC., TO FURNISH REPLACEMENT PARTS AND REPAIR SERVICES FOR THE CITY'S NEWWAY REFUSE COLLECTION TRUCKS AND VAC-CON SEWER CLEANING VACUUM TRUCKS IN AN AMOUNT NOT TO EXCEED \$60,000.00 IN ACCORDANCE WITH SECTION 38-116(3)(c)(2) OF THE CITY'S PROCUREMENT CODE FOR SOLE SOURCE PURCHASES; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, the City's Solid Waste Division currently owns and operates six NewWay Auto Side Load ("ASL") collection trucks, two NewWay Front End Load ("FEL") collection trucks, and four Vac-Con sewer vacuum trucks (collectively, the "Trucks"); and

WHEREAS, the ASL trucks service approximately 18,000 curbside homes twice per week, pack on the go from home to home, and the loading arms that service the trash carts cycle four times for each cart trip resulting in faster wear and tear on the equipment; and

WHEREAS, due to the accelerated wear and tear on the Trucks equipment, it is necessary to obtain replacement parts and repair services for the Trucks (collectively, the "Services"); and

WHEREAS, Southern Sewer Equipment Sales and Service, Inc. ("Southern") is the sole authorized distributor and dealer for both the NewWay ASL trucks and the Vac-Con trucks serving the municipal market for sales, parts and services in the State of Florida; and

WHEREAS, Section 38.116(3)(c)(2)(i) of the City's Procurement Code allows for the direct acquisition of goods or services that are available from only one source without utilizing the sealed competitive method or written quotations method; and

WHEREAS, City staff recommends that the City Commission approve and authorize the issuance of a purchase order to Southern for the purchase of replacement parts and repair services for the Trucks in an amount not to exceed \$60,000.00 (the "Purchase Order"); and

WHEREAS, the City Commission finds it is in the best interest of the City to approve and authorize the issuance of the Purchase Order to Southern in an amount not to exceed \$60,000.00 for the Services.

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

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

Section 2. The City Commission hereby approves and authorizes the issuance of the Purchase Order to Southern in an amount not to exceed \$60,000.00 for the sole source purchase of replacement parts and repair services for the Trucks.

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

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2025.

CITY OF DEERFIELD BEACH

TODD DROSKY, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK



Driving The Difference.

To Whom It May Concern:

January 13, 2025

This letter will confirm that Southern Sewer Equipment Sales is the sole authorized Scranton Mfg., /New Way Distributor for sales, parts, and service in the State of Florida (excluding the Florida Panhandle). Please see below the three full-service facilities that Southern Sewer Equipment Sales has in Florida.

- 3409 Industrial 27th Street, Fort Pierce, FL 34946
- 8200 NW 58th Street, Doral, FL 33166
- 10575 General Drive, Orlando, FL 32824

If you have any further questions, please do not hesitate to contact us.

Ken Beugger

Regional Sales Manager

Ken. Beugger

Scranton Manufacturing/New Way

101 State St.

Scranton, IA 51462

CELL: 336-209-4995

Find Us On The Web At: <http://www.newwaytrucks.com>

Or At: <http://www.scrantonmfg.com/>



A Product of **Scranton Mfg. Co., Inc.** · 101 State Street · Scranton, IA 51462
T 800 831 1858 · F 712 652 3399 · www.newwaytrucks.com



August 8, 2024

To Whom It May Concern,

This letter will confirm that Southern Sewer Equipment Sales, located at...

3409 Industrial 27th Street
Fort Pierce, FL 34946

10575 General Drive
Orlando, FL 32824

8200 NW 58th Street
Doral, FL 33166

...is the sole authorized Vac-Con dealer for all sales, parts, and service in the state of Florida for all Vac-Con product lines. (Excluding the Florida Panhandle)

Regarding warranties, parts warranties are only available on OEM parts purchased through an authorized Vac-Con, Inc. dealer. Warranties are non-transferable, and Vac-Con is not liable if someone has made any repairs to the unit other than Va-Con, it's dealers, or employees.

If you have any further questions, please do not hesitate to contact us.

Thank you,

A handwritten signature in blue ink, appearing to read 'Todd Masley', is written over a white background.

Todd Masley
President, Vac-Con, Inc.

MORE POWER TO YOU

969 Hall Park Road,
Green Cove Springs, FL 32043
Tel: 904.284.4200 • Fax: 904.284.3305
www.vac-con.com



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2025-198

Agenda Date: 5/20/2025

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2025/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving Contract #JL025-06-2026 with the Areawide Council on Aging of Broward County, Inc. for the Local Services Program in an amount not to exceed \$118,380.00; authorizing execution of the Contract; providing for implementation and an effective date. (Funds from Account #100-000-640-0000-000-33469-334698 - Local Service Program)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$118,380.00

Account Name: LOCAL SERVICE PROG (LSP)

Account Number: 100-000-640-0000-000-33469-334698

Background/History

The City of Deerfield Beach Braithwaite Center for Active Aging/Northeast Focal Point Senior Center and the Areawide Council on Aging of Broward County, Inc./Area Agency on Aging have been working together in collaboration for over 44 years to provide supportive services for the senior population in the City.

The Local Service Program (LSP) provides community-based services to preserve elders' independence, support caregivers, and target at-risk persons. Through the provision of meals, transportation, adult day care, or other services authorized by provisions, the LSP assists elders to live in the least restrictive environment that meets their needs.

Current Activity

The enclosed agreement with the Areawide Council on Aging of Broward County, Inc. provides funding in the amount not to exceed \$118,380.00 for the Local Service Program. The City will assist eligible elders aged 60 or older with long-term care alternatives, enabling elders to maintain an acceptable quality of life in their own homes and to avoid or delay nursing home placement.

Recommendation

It is recommended that the City Commission approve agreement #JL025-06-2026 with the Areawide Council on Aging of Broward County, Inc., in the amount not to exceed \$118,380.00 for the LSP program.

RESOLUTION NO. 2025/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING CONTRACT #JL025-06-2026 WITH THE AREAWIDE COUNCIL ON AGING OF BROWARD COUNTY, INC. FOR THE LOCAL SERVICES PROGRAM IN AN AMOUNT NOT TO EXCEED \$118,380.00; AUTHORIZING EXECUTION OF THE CONTRACT; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, the City of Deerfield Beach (“City”) wishes to contract with the Areawide Council on Aging of Broward County, Inc. (“Council”) for the provision of the Local Services Program (the “Program”) at the City’s Braithwaite Center for Active Aging/Northeast Focal Point Center for a one-year period pursuant to Contract #JL025-06-2026 (the “LSP Contract”), and consistent with the Master Contract #JM023-06-2025 (“Master Contract”); and

WHEREAS, the Master Contract sets forth the general terms and conditions applicable to separate program agreements such as the LSP Contract; and

WHEREAS, the Program under the LSP Contract will provide community-based services to eligible seniors sixty-years and older by providing meals, transportation, adult daycare, which will enable these individuals to maintain an acceptable quality of life in their own homes and delay placement in a nursing home; and

WHEREAS, the LSP Contract with the Council, attached as Exhibit “A”, will be for a term of one-year effective July 1, 2025 through June 30, 2026 in an amount not to exceed \$118,380.00; and

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

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

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

Section 2. The City Commission hereby approves the LSP Contract with the Council, attached as Exhibit “A,” in an amount not to exceed \$118,380.00.

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

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

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2025.

CITY OF DEERFIELD BEACH

TODD DROSKY, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

LOCAL SERVICES PROGRAM

THIS CONTRACT is entered into between the Areawide Council on Aging of Broward County, Inc., hereinafter referred to as the “Council”, and **City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging**, hereinafter referred to as the “Contractor”, and collectively referred to as the “Parties.” This Contract is subject to all provisions contained in the Master Contract executed between the Council and the Contractor, and its successor, as revised or renewed from time to time, incorporated herein by reference.

WITNESSETH THAT:

WHEREAS, the Council has determined that it is in need of certain services as described herein; and **WHEREAS**, the Contractor has demonstrated that it has the requisite expertise and ability to faithfully perform such services as an independent Contractor of the Council.

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

1. Purpose of Contract:

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

2. Incorporation of Documents within the Contract:

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

3. Term of Contract:

This Contract when executed will have an effective date of July 1, 2025. It will end at midnight, Eastern Standard time on June 30, 2026.

4. Contract Amount:

The Council agrees to pay for contracted services according to the terms and conditions of this Contract in an amount not to exceed **\$118,380.00** or the rate schedule, subject to the availability of funds. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this Contract.

5. Background Screening

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

5.1 To demonstrate compliance with this provision, Contractor shall submit Background Screening Affidavit of Compliance, ATTACHMENT IX of this Contract, annually, by January 5. Further

information concerning the procedures for background screening is found at <https://elderaffairs.org/about-us/background-screening/>

6. Nondiscrimination-Civil Rights Compliance

- 6.1** The Contractor shall execute assurances as stated in the Assurances-Non-Construction Programs, ATTACHMENT VII of this Contract, that it will not discriminate against any person in the provision of services or benefits under this Contract or in employment because of age, race, religion, color, disability, national origin, marital status or sex in compliance with state and federal law and regulations. The Contractor further assures that all contractors, subcontractors, subgrantees, or others with whom it arranges to provide services or benefits in connection with any of its programs and activities are not discriminating against clients or employees because of age, race, religion, color, disability, national origin, marital status or sex.
- 6.2** During the term of this Contract, the Contractor shall complete and retain on file a timely, complete, and accurate Civil Rights Compliance Checklist, ATTACHMENT VIII of this Contract.
- 6.3** The Contractor shall establish procedures pursuant to federal law to handle complaints of discrimination involving services or benefits through this Contract. These procedures will include notifying clients, employees, and participants of the right to file a complaint with the appropriate federal or state entity.
- 6.4** If this Contract contains federal funds, these assurances are a condition of continued receipt of or benefit from federal financial assistance, and are binding upon the Contractor, its successors, transferees, and assignees for the period during which such assistance is provided. The Contractor further assures that all subcontractors, vendors, or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the above statutes, regulations, guidelines, and standards. In the event of failure to comply, the Contractor understands that the Council may, at its discretion, seek a court order requiring compliance with the terms of this assurance or seek other appropriate judicial or administrative relief, including but not limited to, termination of and denial of further assistance.

7. Provision of Services:

The Contractor shall provide services in the manner described in ATTACHMENT I of this Contract.

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

a.	The Contractor name, as shown on page 1 of this Contract, and mailing address of the official payee to whom the payment will be made is:	City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging 325 NW 2 nd Avenue Deerfield Beach, FL 33441
b.	The name of the contact person and street address where financial and administrative records are maintained is:	Jonathan Salas, Director of Community Services City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging 325 NW 2 nd Avenue Deerfield Beach, FL 33441

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

9. All Terms and Conditions Include:

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

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IN WITNESS THEREOF, the parties hereto have caused this 40 page contract to be executed by their undersigned officials as duly authorized.

CONTRACTOR:

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

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

BOARD PRESIDENT OR AUTHORIZED
DESIGNEE

SIGNED BY:

SIGNED BY:

NAME:

NAME:

TITLE:

TITLE:

DATE:

DATE:

FEDERAL ID NUMBER: 59-6000305
FISCAL YEAR-END DATE: September 30
DUNS: 086-382-090

ATTACHMENT I

**STATEMENT OF WORK
LOCAL SERVICE PROGRAM****SECTION I: SERVICES TO BE PROVIDED****A. DEFINITIONS OF TERMS AND ACRONYMS****1. Contract Acronyms**

Activities of Daily Living (ADLs)
Assessed Priority Consumer List (APCL)
Client Information and Registration Tracking System (CIRTS)
Code of Federal Regulations (CFR)
Corrective Action Plan (CAP)
Department of Elder Affairs (DOEA)
Florida Administrative Code (F.A.C)
Florida Statutes (F.S.)
Instrumental Activities of Daily Living (IADLs)
Local Services Program (LSP)
Notice of Instruction (NOI)
Planning and Service Area (PSA)
Service Provider Application (SPA)
Summary of Programs and Services (SOPS)
United States Code (U.S.C.)

2. Program Specific Terms

Department of Elder Affairs Programs and Services Handbook (DOEA Handbook). An official document of DOEA. The DOEA Handbook includes program policies, procedures, and standards applicable to agencies which are recipients of DOEA-funded programs, and providers of program-funded services. An annual update is provided through a NOI.

Functional Assessment: A comprehensive, systematic, and multidimensional review of a person's ability to remain living independently in the least restrictive living arrangement.

NOI: DOEA's established method to communicate to the Contractor and subcontractor the requirements to perform specific tasks or activities in a particular manner. NOIs are located on the DOEA website at <https://elderaffairs.org/newsroom/notices-of-instruction-2021>

Program Highlights: Success stories, quotes, testimonials, or human-interest vignettes that are used in the Summary of Programs and Services (SOPS) to demonstrate how programs and services help elders, families, and caregivers.

Proviso: Language used in a general appropriations bill to qualify or restrict the way in which a specific appropriation is to be expended.

Service Provider Application (SPA): A plan developed by the Contractor outlining a comprehensive and coordinated service delivery system in its PSA in accordance with the Section

306 of the Older Americans Act (42 U.S.C. Section 3026) and Council instructions. The SPA includes performance measures and unit rates per service offered.

Service Provider Application (SPA) Update: A revision to the SPA wherein the Contractor provides HCE-specific data for the Council to enter into CIRTS. An update may also include other revisions to the SPA as instructed by the Council.

Summary of Programs and Services (SOPS): A document produced by the DOEA and updated yearly to provide the public and the Legislature with information about programs and services for Florida's elders.

B. GENERAL DESCRIPTION

1. General Statement

The LSP provides long-term care alternatives enabling elders to maintain an acceptable quality of life in their own homes and to avoid or delay nursing home placement.

2. Local Service Program (LSP) Mission Statement

The LSP provides community-based services to preserve elders' independence, support caregivers, and target at-risk persons. Through the provision of meals, transportation, caregiver support, in-home services, expanded respite, adult day care, or other services authorized by proviso, the LSP assists elders to live in the least restrictive environment that meets their needs.

3. Authority

The relevant authority governing LSP program include:

- a. Sections 430.201 through 430.207, F.S.,
- b. The State of Florida General Appropriations Act; and
- c. The Catalog of State Financial Assistance (CSFA) Number 65.009.

4. Scope of Service

The Contractor is responsible for the programmatic, fiscal, and operational management of LSP. LSP services shall be provided in a manner consistent with the Contractor's current SPA and the current DOEA Handbook, which are hereby incorporated by reference. The Contractor agrees to be bound by all subsequent amendments and revisions to the DOEA Handbook, and the Contractor agrees to accept all such amendments and revisions via a NOI.

5. Major Program Goals

The major goals of the LSP are to ensure that:

- a. LSP services are provided to individuals who need long-term care alternatives to maintain an acceptable quality of life in their own home; and
- b. Nursing home placement is delayed or avoided because of the services provided in this program.

C. CLIENTS TO BE SERVED

1. General Eligibility

The LSP Program provides long-term care alternatives which assist elders in delaying or avoiding nursing home placement.

2. Client Eligibility

Clients eligible to receive services under this Contract must:

- a. Be at least 60 years of age or older, unless otherwise specified in the proviso authorizing the service; and
- b. Not be enrolled in any Medicaid capitated long-term care program, except consumers in need of Legal Assistance services and Congregate Nutrition Services, including transportation to and from congregate meal sites, provided through providers following Older Americans Act (OAA) program guidelines.

3. Targeted Groups

Priority for services provided under this Contract shall be given to those eligible persons assessed to be at risk of placement in an institution or as otherwise specified in the authorizing proviso.

4. Client Determination

The Council shall have final authority for the determination of client eligibility.

SECTION II: MANNER OF SERVICE PROVISION**A. SERVICE TASKS**

In order to achieve the goals of the LSP program, the Contractor shall perform the following tasks:

1. Client Eligibility Determination

The Contractor shall ensure that applicant data is evaluated to determine eligibility. Eligibility to become a client is based on meeting the requirements described in this ATTACHMENT I, Section I.C.2 and Section I.C.3, of this Contract.

2. Assessment and Prioritization of Service Delivery for New Clients

The Contractor shall ensure the following criteria are used, to prioritize new clients for service delivery in the sequence below. It is not the intent of the Council to remove existing clients from services in order to serve new clients being assessed and prioritized for service delivery.

- a. Imminent Risk Individuals: Individuals in the community whose mental or physical health condition has deteriorated to the degree that self-care is not possible, there is no capable caregiver, and nursing home placement is likely within one (1) month or very likely within three (3) months.
- b. Regardless of referral source, individuals determined through the DOEA's functional assessment to be at a higher levels of frailty and risk of nursing home placement shall be given first priority.

3. Program Services

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

B. Staffing Requirements**1. Staffing Levels**

The Contractor shall dedicate its own staff necessary to meet the obligations of this Contract and ensure that subcontractors dedicate adequate staff accordingly.

2. Professional Qualifications

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

3. Service Times

The Contractor shall ensure the availability of the services listed in this Contract are appropriate to meet client service needs, at a minimum, during normal business hours, or as otherwise specified in proviso. Normal business hours are defined as Monday through Friday, 8:00am to 5:00pm local time.

4. Use of Subcontractors

If this Contract involves the use of a subcontractor or third party, then the Contractor shall not delay the implementation of its contract with the subcontractor. If any circumstances occur that may result in a delay for a period of sixty (60) days or more of the initiation of the subcontract or in the performance of the subcontractor, the Contractor shall notify the Council's Program Specialist and the Council's Chief Financial Officer in writing of such delay.

The Contractor shall not permit a subcontractor to perform services related to this Contract without having a binding subcontractor contract executed. In accordance with Paragraph 25 of the Master Contract, the Council will not be responsible or liable for any obligations or claims resulting from such action.

a. Copies of Subcontracts

The Contractor shall submit a copy of all subcontracts to the Council's Program Specialist within thirty (30) days of the subcontract being executed.

b. Monitoring the Performance of Subcontractors

The Contractor shall perform at least one monitoring per year of each subcontractor, subrecipient, vendor, and/or consultant paid from funds provided under this Contract. The Contractor shall perform fiscal, administrative and programmatic monitoring of each subcontractor to ensure contractual compliance, fiscal accountability, programmatic performance, and compliance with applicable state and federal laws and regulations. The Contractor shall monitor to ensure that time schedules are met, the budget and scope of work is accomplished within the specified time periods and other performance goals stated in this Contract are achieved.

c. Copies of Subcontractor Monitoring Reports

The Contractor shall forward a copy of all subcontractor monitoring reports to the Council's Contract manager within thirty (30) days of the report being issued to the subcontractors, subrecipients, vendors, and/or consultants.

C. DELIVERABLES

The following section provides the specific quantifiable units of deliverables and source documentation required to evidence the completion of the task specified in this Contract.

1. Delivery of Service to Eligible Clients

The Contractor shall ensure the provision of the services to address the diverse needs of functionally impaired elders. The Contractor shall ensure performance and reporting of the following services per the Contractor's current approved Service Provider Application (SPA), the current DOEA Handbook, proviso language and ATTACHEMTN I, Section II.A.1. through Section II.A.3, of this Contract. Documentation of service delivery must include a report consisting of the following:

- a. Number of clients served;
- b. Number of service units provided by service; and
- c. Rate per service unit with calculations that equal the total invoice amount.

2. Services and Units of Services

The Contractor shall ensure the provision of described in this Contract is performed in accordance with the current DOEA Handbook and the service tasks described in ATTACHMENT I, Section II.A, of this Contract. Units of service will be paid pursuant to the rate established in the SPA as updated, as shown in ATTACHMENT IV, Budget Summary as approved by the Council.

3. Administrative Responsibilities

The Contractor shall provide management and oversight of LSP Program operations in accordance with the current DOEA Handbook and the approved Contractor's Service Provider Application. Management and oversight of LSP Program operations include the following:

- a. Developing a Service Provider Application and updating it annually, at a minimum, as directed by the Council;
- b. Establishing vendor agreements at the PSA level, when applicable for LSP services according to manuals, rules, and agreement procedures of DOEA Handbook;
- c. Providing technical assistance and training to subcontractors and vendors to ensure provision of quality services;
- d. Monitoring and evaluating subcontractors and vendors for fiscal, administrative, and programmatic compliance;
- e. Appropriately and timely submitting payments to subcontractors;
- f. Arranging in-service training for staff and/or subcontractors at least annually;
- g. Establishing procedures for handling client complaints and ensuring that subcontractors develop and implement complaint procedures to process and resolve client dissatisfaction with services. Complaint procedures shall address the quality and timeliness of services, subcontractor and direct service worker complaints, and any other issues related to complaints (other than termination, suspension or reduction in services) that require the grievance process as described in Appendix D of the current DOEA Handbook. The complaint procedures shall include notification to all clients of the complaint procedure and include tracking the date, nature of complaint, and the determination of each complaint;
- h. Ensuring compliance with CIRTIS regulations;

- i. Monitoring performance objective achievements specific to authorizing proviso in accordance with targets set by the Council and/or DOEA; and
- j. Conducting annual client satisfaction surveys to evaluate and improve service delivery.

D. REPORTS

The Contractor shall respond within ten (10) business days or within deadlines established by the Council, to the Council's request for routine and/or special requests for information and ad hoc reports. The Contractor must establish due dates for any subcontractors that permit the Contractor to meet the Council's and/or the DOEA's reporting requirements.

1. Service Provider Application (SPA) Update and All Revisions Thereto

The Contractor is required to submit SPA and an annual update, wherein the Council enters LSP specific data, into the Client Information and Registration Tracking System (CIRTS). The Contractor may also be required to submit revisions to the SPA as instructed by the Council.

2. Client Information and Registration Tracking System (CIRTS)

The Contractor shall ensure timely input of LSP specific data into the CIRTS. To ensure CIRTS data accuracy, the Contractor shall use CIRTS generated reports, which include the following:

- a. Client Reports
- b. Monitoring Reports
- c. Services Reports
- d. Miscellaneous Reports
- e. Fiscal Reports
- f. Outcome Measurement Reports

3. Service Costs Reports

The Contractor is required to submit to the Council a semi-annual and annual service cost reports, which reflect actual costs of providing each service by program. This report provides information for planning and negotiating unit rates. The semi-annual service cost report encompassing the six months ending 12/31/2025 is due on February 13, 2026. The annual service cost report encompassing the twelve months ending 6/30/2026 is due on August 15, 2026, which will be forward to DOEA.

4. Surplus/Deficit Report

The Contractor will submit a consolidated surplus/deficit report in a format provided by the Council to the Council's Program Specialist by the 5th business day of each month. This report is for all agreements and/or contracts between the Contractor and the Council. The report will include the following:

- a. A list of all services and their current status regarding surplus or deficit;
- b. The Contractor's detailed plan on how the surplus or deficit spending exceeding the threshold of plus or minus one percent (+/- 1%) will be resolved;

- c. Recommendations to transfer funds to resolve surplus/deficit spending;
- d. Input from the Contractor's Board of Directors, or governing body, on resolution of spending issues, if applicable

5. Program Highlights

The Contractor shall submit brief written narratives to the Council for publication in the Program Highlight sections of the DOE's Summary of Programs and Services (SOPS), which is hereby incorporated by reference, to include any subsequent revisions thereof. The narratives shall reference specific events that have occurred since the last submission of Program Highlight narratives, including new success stories, quotes, testimonials, or human-interest vignettes. The narratives shall be written for a general audience, with no acronyms or technical terms. For all agencies or organizations that are referenced in the narratives, the Contractor shall provide a brief description of their mission or role. The active tense shall be consistently used in the narratives to identify the specific individuals or entities that performed the activities described in the narratives. The Contractor shall review and edit narratives for clarity, readability, relevance, specificity, human interest, and grammar prior to submitting them to the Council.

E. RECORDS AND DOCUMENTATION

1. Requests for Payment

The Contractor will maintain documentation to support payment requests that shall be available to the Council or authorized individuals upon request. Such documentation will be provided upon request to the Council or the Department of Financial Services.

2. CIRT's Address Validation

The Contractor shall work with the Council to ensure that client addresses are correct in CIRT's for disaster preparedness efforts. At least annually, and more frequently as needed, the Council will provide direction on how to validate CIRT's addresses to ensure they can be mapped. The Contractor will receive a list of unmatched addresses that cannot be mapped, and the Contractor will be responsible for correcting the address and send a list to the Council with confirmed addresses. The Council will use this information to update maps, client rosters, and unmatched addresses and disseminate this information.

3. CIRT's Data and Maintenance

The Contractor shall ensure the collection and maintenance of client and service information on a monthly basis from the Client Information and Registration Tracking System (CIRT's) or any such system designated by the Council. Maintenance includes valid exports and backups of all data and systems according to Council standards.

4. Data Integrity and Back up Procedures

The Contractor and subcontractors, among other requirements, must anticipate and prepare for the loss of information processing capabilities. The routine backing up of all data and software is required to recover from losses or outages of the computer system. Data and software essential to the continued operation of Contractor functions must be backed up. The security controls over the backup resources will be as stringent as the protection required of the primary resources. A copy of the backed up data be stored in a secure, offsite location.

5. Policies and Procedures for Records and Documentation

The Contractor shall maintain written policies and procedures for computer system backup and recovery and shall have the same requirement in its contracts and/or agreements with subcontractors. These policies and procedures will be made available to the Council upon request.

F. PERFORMANCE SPECIFICATIONS**1. Outcomes and Outputs (Performance Measures)**

The Contractor must:

- a. Ensure the prioritization of clients and provision of services to clients in accordance with ATTACHMENT I, Section II.A.1. through Section II.A.3. and Section II.C.1 through Section II.C.3 of this Contract;
- b. Ensure the provision of services described in this Contract are in accordance with the current DOE Handbook;
- c. Timely and accurately submit to the Council all required documentation and reports described in this ATTACHMENT I, Sections II.D. of this Contract; and
- d. Timely and accurately, in accordance with the Invoice Report Schedule, ATTACHMENT III of this Contract, submit to the Council Forms 105 & 106, ATTACHMENT V of this Contract, including supporting documentation.

2. Contract Monitoring

The Council will review and evaluate the performance of the Contractor under the terms of this Contract. Monitoring will be conducted through direct contact with the Contractor through telephone, in writing, or an on-site visit(s). The primary, secondary, or signatory of this Contract must be available for any on-site programmatic monitoring visit. The Council's determination of acceptable performance shall be conclusive. The Contractor agrees to cooperate with the Council in monitoring the progress of completion of the service tasks and deliverables. The Council may use, but is not limited to, one or more of the following methods for monitoring:

- a. Desk reviews and analytical reviews;
- b. Scheduled, unscheduled and follow-up on-site visits;
- c. Client visits;
- d. Review of independent auditor's reports;
- e. Review of third-party documents and/or evaluation;
- f. Review of progress reports;
- g. Review of customer satisfaction surveys;
- h. Agreed-upon procedures review by an external auditor or consultant;
- i. Limited-scope reviews; and

- j. Other procedures as deemed necessary.

G. Contractor Responsibilities

1. Contractor Accountability

All service tasks and deliverables pursuant to this Contract are solely and exclusively the responsibility of the Contractor and are tasks and deliverables for which, by execution of this Contract, the Contractor agrees to be held accountable.

2. Coordination with Other Providers and/or Entities

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

H. Council's Responsibilities

1. Council Obligations

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

2. Council Determinations

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

SECTION III: METHOD OF PAYMENT

A. General Statement of Method of Payment

The method of payment for this Contract is a combination of advances, cost reimbursement, and a unit rate payment for services. The Council will pay the Contractor upon satisfactory completion of the Deliverables, as specified in ATTACHMENT I, Section II., Manner of Service Provision, of this Contract, and in accordance with other terms and conditions of this Contract.

1. Unit Rate

Payment for Unit Rates shall not exceed amounts established in the approved Service Provider Application.

2. Advance Payment

The Contractor may request up to two (2) months of advances at the start of the contract period to cover program administrative and service costs. The payment of an advance will be contingent upon the sufficiency and amount of funds released to the Department of Elder Affairs by the State of Florida ("budget release"). The Contractor will provide the Council's Chief Financial Officer documentation justifying the need for an advance and describing how the funds will be distributed. For the first month's advance request, the Contractor shall provide to the Council's Chief Financial Officer documentation justifying the need for an advance and describing how the funds will be

distributed. If the Contractor is requesting two (2) months of advances, documentation must be provided reflecting the cash needs of the Contractor within the initial two (2) months and should be supported through a cash-flow analysis or other information appropriate to demonstrate the Contractor's financial need for the second month of advances. The Contractor must also describe how the funds will be distributed for the first and second month. The Contractor's requests for advance require the approval of the Council's Chief Financial Officer. If sufficient budget is available, the Council will issue approved advance payments after July 1 of the contract year. The schedule for submission of advance requests (when available) is listed in the Invoice Report Schedule ATTACHMENT III, to this Contract.

- a. All advance payments retained by the Contractor must be fully expended no later than September 30, 2025. Any portion of advance payments not expended must be recouped on report number 5, due to the Council on October 6, 2025, in accordance with the Invoice Report Schedule, ATTACHMENT III to this Contract.
- b. All advance payments made to the Contractor shall be returned to the Council as follows: one-tenth (1/10) of the advance payment received shall be reported as an advance recoupment on each request for payment, starting with report number five, in accordance with the Invoice Report Schedule, ATTACHMENT III to this Contract.

B. Funding Distribution

The Contractor agrees to distribute funds as detailed in the SPA requested by the Council and the Budget Summary, ATTACHMENT IV to this Contract. The Contractor may request a budget revision by submitting a written request to the Council's Contract Manager. Upon approval, the Council's Chief Financial Officer will issue a budget revision letter. An amendment is required to change the total amount of this Contract.

C. Method of Invoice Payment

Payment shall be made upon the Contractor's presentation of an invoice subsequent to the acceptance and approval by the Council of the deliverables shown on the invoice. The form and substance of each invoice submitted by the Contractor shall be as follows:

1. Request payment monthly for the units of service established in the Contractor's approved Service Provider Application, provided in conformance with the requirements as described in the current DOE Handbook, at the rates established in the Budget Summary, ATTACHMENT IV to this Contract. Any requested changes to the approved budget subsequent to the execution of this Contract must be submitted to the Council's Program Specialist for approval. Any changes to the total contract amount requires a formal contract amendment.
2. All requests for payment and expenditure reports submitted to support requests for payment shall be on Forms 105 and 106, ATTACHMENT V to this Contract. The Contractor will consolidate all requests for payment from subcontractors and expenditure reports that support requests for payment.

D. Payment Withholding

Any payment due by the Council under the terms of this Contract may be withheld pending the receipt and approval by the Council of all financial and programmatic reports due from the Contractor and any adjustments thereto, including any disallowance not resolved as outlined in Paragraph 27 of the Master Contract.

E. Date for Final Request for Payment

The final request for payment will be due to the Council no later than July 24, 2026.

F. CIRTS Data Entries for Subcontractors

The Contractor and its subcontractor(s) shall enter all required data for clients and services in the CIRTS database in accordance with the current DOE Handbooks and the CIRTS User Manual – Aging Provider Network users (located in Documents on the CIRTS Enterprise Application Services). Subcontractor(s) must enter this data into the CIRTS prior to submitting their invoice to the Contractor. The Contractor shall establish deadlines for completing CIRTS data entry and ensure compliance with due dates in the Invoice Report Schedule, ATTACHMENT III of this Contract.

G. Monthly CIRTS Reports

The Contractor is required to run monthly CIRTS's reports and verify that client and service data in the CIRTS is accurate. This report must be submitted to the Council with the monthly request for payment and expenditure report and must be reviewed by the Council before the Contractor's request for payment and expenditure reports can be approved by the Council.

H. Corrective Action Plan

1. Contractor shall ensure 100% of the deliverables identified in ATTACHMENT I, Section II.C.1 through Section II.C.3 of this Contract are performed pursuant to Contract requirements.
2. If at any time the Contractor is notified by the Council's Program Specialist that it has failed to correctly, completely, adequately perform contract deliverables identified in ATTACHMENT I, Section II.C.1 through Section II.C.3 of this Contract, the Contractor will have ten (10) days to submit a Corrective Action Plan ("CAP") to the Council's Program Specialist that addresses the deficiencies and states how the deficiencies will be remedied within a time period approved by the Council's Program Specialist. The Council shall assess a Financial Consequence for Noncompliance on the Contractor as referenced in ATTACHMENT I, Section III.I of this Contract for each deficiency identified in the CAP which is not corrected pursuant to the CAP. The Council will also assess a Financial Consequence for failure to timely submit a CAP.
3. If the Contractor fails to correct an identified deficiency within the approved time period specified in the CAP, the Council shall deduct the percentage established in ATTACHMENT I, Section III.I. of this Contract from the payment for the invoice of the following month.
4. If Contractor fails to timely submit a CAP, the Council shall deduct the percentage established in ATTACHMENT I, Section III.I. of this Contract for each day the CAP is overdue. The deduction will be made from the payment for the invoice of the following month.

I. Financial Consequences

1. The Council will withhold or reduce payment if the Contractor fails to perform the deliverables to the satisfaction of the Council according to the requirements referenced in ATTACHMENT I, Section II.C of this Contract. The following financial consequences will be imposed if the deliverables stated do not meet in part or in whole the performance criteria as outlined in ATTACHMENT I, Section II.C of this Contract.
 - a. Delivery of services to eligible clients as referenced in ATTACHMENT I, Section II.A.1 through Section II.A.2 and Section II.C.1 of this Contract – Failure to comply with established

assessment and prioritization criteria, as evidenced by the CIRT reports, will result in a 2% reduction of payment per business day. The reduction of payment will begin on the first business day following the Council's notification to the Contractor that the identified deficiency was not cured or satisfactorily addressed in accordance with the Council-approved CAP, referenced in ATTACHMENT I, Section III.H of this Contract.

- b. Services and units of services as referenced in Section II.E.2. of this Contract – Failure to provide services in accordance with the current DOE Programs and Services Handbook, the service tasks described in ATTACHMENT I, Section II.A of this Contract, and submission of required documentation will result in a 2% reduction of payment per business day. The reduction of payment will begin the first business day following the Council's notification to the Contractor that the identified deficiency is not cured or satisfactorily addressed in accordance with the Council approved CAP, referenced in ATTACHMENT I, Section III.H of this Contract.
- c.
- d. Administrative duties as referenced in Section II.C.3. of this Contract – Failure to perform management and oversight of LSP Program operations will result in a 2% reduction of payment per business day. The reduction of payment will begin the first business day following the Council's notification to the Contractor that the identified deficiency was not cured or satisfactorily addressed in accordance with the Council-approved CAP, referenced in ATTACHMENT I, Section III.H of this Contract.
- e. Timely submission of a CAP – Failure to timely submit a CAP within 10 business days after notification of a deficiency by the DOE Contract Manager will result in a 2% reduction of payment per business day the CAP is not received. The reduction of payment will begin the first business day following the Council's notification to the Contractor that the identified deficiency was not cured or satisfactorily addressed in accordance with the Council approved CAP, referenced in ATTACHMENT I, Section III.H of this Contract.

- 2. Exceptions may be granted solely, in writing, by the Council's Program Director.

SECTION IV. SPECIAL PROVISIONS

A. Date for Final Request for Budget Revisions

Final requests for budget revision or adjustments to Contract funds based on expenditures for services provided through June 30, 2026, must be submitted to the Program Specialist and the Chief Financial Officer, no later than June 30, 2026; email requests are considered acceptable.

B. Contractor's Financial Obligations

1. Use of Service Dollars and Assessed Priority Consumer List Management

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

C. Contract Limits

In no case shall the Contractor be required to incur costs in excess of the contract amount in providing services to the clients.

D. Remedies- Nonconforming Services

1. The Contractor shall ensure that all goods and/or services provided under this Contract are delivered timely, completely and commensurate with required standards of quality. Such goods and/or services will only be delivered to eligible program participants.
2. If the Contractor fails to meet the prescribed quality standards for services, such services will not be reimbursed under this Contract. In addition, any nonconforming goods and/or services not meeting such standards will not be reimbursed under this Contract. The Contractor's signature on the Forms 106 and 105, ATTACHMENT V of this Contract, certifies maintenance of supporting documentation and acknowledgement that the Contractor shall solely bear the costs associated with preparing or providing nonconforming goods and/or services. The Council requires immediate notice of any significant and/or systemic infractions that compromise the quality, security or continuity of services to clients.

E. Incident Reporting

The Contractor shall notify the Council immediately, but no later than forty-eight (48) hours from, the Contractor's awareness or discovery of conditions that may materially affect the Contractor or subcontractor's ability to perform the services required to be performed under any contract or agreement which incorporates Master Contract by reference and in authorizing proviso. Such notice shall be made orally to the Council's Program Director (by telephone) with an email to immediately follow, including the Contractor's plan for provision of services authorized in proviso.

F. Investigation of Criminal Allegations

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

G. Volunteers

The Contractor shall ensure the use of trained volunteers in providing direct services delivered to older individuals and individuals with disabilities needing such services. If possible, the Contractor shall work in coordination with organizations that have experience in providing training, placement, and stipends for volunteers or participants (such as the Senior Community Service Employment Program or organizations carrying out federal service programs administered by the Corporation for National and Community Service), in community service settings.

H. Enforcement

1. The Council may, without taking any intermediate measures available to it against the Contractor, rescind the Contractor's designation as a Contractor, if the Council finds that:
 - a. An intentional or negligent act of the Contractor has materially affected the health, welfare, or safety of clients served pursuant to any contract or agreement incorporating Master

Contract by reference, or substantially and negatively affected the operation of an aging services program covered under any contract or agreement;

- b. The Contractor lacks financial stability sufficient to meet contractual obligations or that contractual funds have been misappropriated;
 - c. The Contractor has committed multiple or repeated violations of legal and regulatory standards, regardless of whether such laws or regulations are enforced by the Council, or the Contractor has committed or repeated violations of Council standards;
 - d. The Contractor has failed to continue the provision or expansion of services after the declaration of a state of emergency;
 - e. The Contractor has exceeded its authority or otherwise failed to adhere to the terms of Master Contract and any contract or agreement incorporating Master Contract by reference;
 - f. The Contractor has failed to properly determine client eligibility as defined by the Council or efficiently manage program budgets; or
 - g. The Contractor has failed to implement and maintain a Council-approved client grievance resolution procedure.
2. In making any determination under this provision the Council may rely upon the findings of another state or federal agency, or other regulatory body. Any claims for damages for breach of any contract or agreement incorporating Master Contract by reference are exempt from administrative proceedings and shall be brought before the appropriate entity in the venue of Broward County, Florida.

I. Contract Modifications

The Council's Program Director has the authority to modify and/or extend deliverable deadlines. All deliverable extension requests must be made to the Council's Program Director, in writing, prior to the required deadline. All approvals for deliverable extensions must be communicated, in writing, by the Council's Program Director to the Contractor and are subject to the discretion of the Council's Program Director. The requests and the approval must occur prior to the established deadline. An e-mail writing (request and response) is considered acceptable.

END OF ATTACHMENT I

ATTACHMENT II**FINANCIAL AND COMPLIANCE AUDIT**

The administration of resources awarded by the Council to the Contractor may be subject to audits and/or monitoring by the Council, as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200 (formerly OMB Circular A-133 as revised), and Section 215.97, F.S., (see “AUDITS” below), monitoring procedures may include, but not be limited to, on-site visits by the Council staff, limited scope audits, and/or other procedures. By entering into this Contract, the Contractor agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Council. In the event the Council determines that a limited scope audit of the Contractor is appropriate, the provider agrees to comply with any additional instructions provided by the Council to the provider regarding such audit. The Contractor further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Council or Auditor General.

AUDITS**PART I: FEDERALLY FUNDED**

This part is applicable if the Contractor is a State or local government or a non-profit organization as defined in 2 CFR Part 200, Subpart A.

In the event that the Contractor expends \$750,000.00 or more in federal awards during its fiscal year, the Contractor must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200. EXHIBIT 2 indicates federal resources awarded through the Council by this Contract. In determining the federal awards expended in its fiscal year, the provider shall consider all sources of Federal awards, including federal resources received from the Council. The determination of amounts of Federal awards expended should be in accordance with 2 CFR Part 200. An audit of the Contractor conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200 will meet the requirements of this part.

In connection with the audit requirements addressed in Part I, paragraph 1, the Contractor shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §200.508.

If the Contractor expends less than \$750,000.00 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR Part 200 is not required. In the event that the Contractor expends less than \$750,000.00 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200 the cost of the audit must be paid from non-federal resources (i.e., the cost of such audit must be paid from Contractor resources obtained from other than federal entities.)

An audit conducted in accordance with this part shall cover the entire organization for the organization’s fiscal year. Compliance findings related to contract with the Council shall be based on the contract’s requirements, including any rules, regulations, or statutes referenced in the contract. The financial statements shall disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due to the Council shall be fully disclosed in the audit report with reference to the Council contract involved. If not otherwise disclosed as required by 2 CFR §200.510 the schedule of expenditures of federal awards shall identify expenditures by contract number for each contract with the Council in effect during the audit period. Financial reporting packages required under this part must be submitted within the earlier of 30 days after receipt of the audit report or 9 months after the end of the Contractor’s fiscal year end.

PART II: STATE FUNDED

This part is applicable if the Contractor is a non-state entity as defined by Section 215.97(2), F.S.

In the event that the Contractor expends a total amount of state financial assistance equal to or in excess of \$750,000.00 in any fiscal year of such Contractor, the Contractor must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations),

Rules of the Auditor General. EXHIBIT 2, Financial Compliance Audit Attachment to this Contract indicates state financial assistance awarded through the Council by this Contract. In determining the state financial assistance expended in its fiscal year, the provider shall consider all sources of state financial assistance, including state financial assistance received from the Council, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.

In connection with the audit requirements addressed in Part II, paragraph 1, the Contractor shall ensure that the audit complies with the requirements of Section 215.97(8), F.S. This includes submission of a financial reporting package as defined by Section 215.97(2), F.S., and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

If the Contractor expends less than \$750,000.00 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, F.S., is not required. In the event that the Contractor expends less than \$750,000.00 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, F.S., the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the provider resources obtained from other than State entities).

An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to contracts with the Council shall be based on the contract's requirements, including any applicable rules, regulations, or statutes. The financial statements shall disclose whether or not the matching requirement was met for each applicable agreement. All questioned costs and liabilities due to the Council shall be fully disclosed in the audit report with reference to the Council contract involved. If not otherwise disclosed as required by Rule 69I-5.003, F.A.C., the schedule of expenditures of state financial assistance shall identify expenditures by contract number for each contract with the Council in effect during the audit period. Financial reporting packages required under this part must be submitted within 45 days after delivery of the audit report, but no later than 12 months after the Contractor's fiscal year end for local governmental entities. Non-profit or for-profit organizations are required to be submitted within 45 days after delivery of the audit report, but no later than 9 months after the Contractor's fiscal year end. Notwithstanding the applicability of this portion, the Council retains all right and obligation to monitor and oversee the performance of this contract as outlined throughout this document and pursuant to law.

PART III: REPORT SUBMISSION

Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200 and required by PART I of this Financial Compliance Audit Attachment shall be submitted, when required by 2 CFR §200.512 by or on behalf of the provider directly to each of the following:

Federal Audit Clearinghouse Bureau of the Census
1201 East 10th Street Jeffersonville, IN 47132

Pursuant to 2 CFR §200.512, all other Federal agencies, pass-through entities and others interested in a reporting package and data collection form must obtain it by accessing the Federal Audit Clearinghouse.

The Contractor shall submit a copy of any management letter issued by the auditor, to the Council at the following address:

Areawide Council on Aging of Broward County, Inc.
5300 Hiatus Road Sunrise, FL 33351

Additionally, copies of financial reporting packages required by PART II of this Financial Compliance Audit Attachment shall be submitted by or on behalf of the Contractor directly to each of the following:

The Council at the following address:

Areawide Council on Aging of Broward County, Inc.
5300 Hiatus Road Sunrise, FL 33351

The Auditor General's Office at the following address:
State of Florida Auditor General
Claude Pepper Building, Room 574
111 West Madison Street Tallahassee, Florida 32399-1450

Any reports, management letter, or other information required to be submitted to the Council pursuant to this contract shall be submitted timely in accordance with 2 CFR Part 200, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Contractors, when submitting financial reporting packages to the Council for audits done in accordance with 2 CFR Part 200 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Contractor in correspondence accompanying the reporting package.

PART IV: RECORD RETENTION

The provider shall retain sufficient records demonstrating its compliance with the terms of this Contract for a period of six (6) years from the date the audit report is issued, and shall allow the Council or its designee, the CFO or Auditor General access to such records upon request. The provider shall ensure that audit working papers are made available to the Council or its designee, CFO, or Auditor General upon request for a period of six (6) years from the date the audit report is issued, unless extended in writing by the Council.

END OF ATTACHMENT II

EXHIBIT 1**PART I: AUDIT RELATIONSHIP DETERMINATION**

Contractors who receive state or federal resources may or may not be subject to the audit requirements of 2 CFR Part 200 and/or Section 215.97, F.S. Contractors who are determined to be recipients or sub-recipients of federal awards and/or state financial assistance may be subject to the audit requirements if the audit threshold requirements set forth in Part I and/or Part II of Exhibit 1 are met. Providers who have been determined to be vendors are not subject to the audit requirements of 2 CFR §200.38, and/or Section 215.97, F.S. Regardless of whether the audit requirements are met, providers who have been determined to be recipients or sub-recipients of Federal awards and/or state financial assistance must comply with applicable programmatic and fiscal compliance requirements.

In accordance with 2 CFR Part 200 and/or Rule 69I-5.006, FAC, Contractor has been determined to be:

____ Vendor not subject to 2 CFR §200.38 and/or Section 215.97, F.S.

X Recipient/sub-recipient subject to 2 CFR §200.86 and §200.93 and/or Section 215.97, F.S.

____ Exempt organization not subject to 2 CFR Part 200 and/or Section 215.97, F.S. For Federal awards, for-profit organizations are exempt; for state financial assistance projects, public universities, community colleges, district school boards, branches of state (Florida) government, and charter schools are exempt. Exempt organizations must comply with all compliance requirements set forth within the contract or award document.

NOTE: If a Contractor is determined to be a recipient/sub-recipient of federal and or state financial assistance and has been approved by the Council to subcontract, they must comply with Section 215.97(7), F.S., and Rule 69I-5.006, F.A.C. [state financial assistance] and 2 CFR §200.330[federal awards].

PART II: FISCAL COMPLIANCE REQUIREMENTS

FEDERAL AWARDS OR STATE MATCHING FUNDS ON FEDERAL AWARDS. Contractors who receive Federal awards, state maintenance of effort funds, or state matching funds on Federal awards and who are determined to be a subrecipient must comply with the following fiscal laws, rules and regulations:

STATES, LOCAL GOVERNMENTS AND INDIAN TRIBES MUST FOLLOW:

2 CFR §200.416 - §200.417 – Special Considerations for States, Local Governments and Indian Tribes*

2 CFR §200.201 – Administrative Requirements**

2 CFR §200 Subpart F – Audit Requirements

Reference Guide for State Expenditures

Other fiscal requirements set forth in program laws, rules and regulations

NON-PROFIT ORGANIZATIONS MUST FOLLOW:

2 CFR §200.400 - §200.411 – Cost Principles*

2 CFR §200.100 – Administrative Requirements

2 CFR §200 Subpart F – Audit Requirements

Reference Guide for State Expenditures

Other fiscal requirements set forth in program laws, rules and regulations

EDUCATIONAL INSTITUTIONS (EVEN IF A PART OF A STATE OR LOCAL GOVERNMENT) MUST FOLLOW:

2 CFR §200.418 – §200.419 – Special Considerations for Institutions of Higher Education*

2 CFR §200.100 – Administrative Requirements

2 CFR §200 Subpart F – Audit Requirements

Reference Guide for State Expenditures

Other fiscal requirements set forth in program laws, rules and regulations

*Some Federal programs may be exempted from compliance with the Cost Principles Circulars as noted in 2 CFR §200.400(5) (c).

**For funding passed through U.S. Health and Human Services, 45 CFR 75; for funding passed through U.S. Department of Education, 34 CFR 80.

STATE FINANCIAL ASSISTANCE. Contractors who receive state financial assistance and who are determined to be a recipient/sub-recipient must comply with the following fiscal laws, rules and regulations:

- Section 215.97 & 215.971, F.S.

- Chapter 69I-5, F.A.C.

- State Projects Compliance Supplement

- Reference Guide for State Expenditures

- Other fiscal requirements set forth in program laws, rules and regulations

END OF EXHIBIT 1

EXHIBIT 2**FUNDING SUMMARY**

Note: Title 2 CFR, as revised, and Section 215.97, F.S., require that the information about Federal Programs and State Projects included in Attachment II, Exhibit 1, be provided to Contractor. Information contained herein is a prediction of funding sources and related amounts on the contract budget.

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

Program Title	Year	Funding Source	CFDA/ CSFA #	Amount
TOTAL FUNDS CONTAINED IN THIS CONTRACT:				

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

FEDERAL FUNDS:

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

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

MATCHING RESOURCES FOR FEDERAL PROGRAMS

PROGRAM TITLE	FUNDING SOURCE	CFDA	AMOUNT
TOTAL STATE AWARD			\$0

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

PROGRAM TITLE	FUNDING SOURCE	CSFA	AMOUNT
Local Service Programs	General Revenue	65.009	\$ 118,380.00
TOTAL AWARD			\$ 118,380.00

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

STATE FINANCIAL ASSISTANCE

Section 215.97 & 215.971, F.S., Chapter 69I-5, F.A.C, State Projects Compliance Supplement
Reference Guide for State Expenditures

Other fiscal requirements set forth in program laws, rules and regulations

ATTACHMENT III**LOCAL SERVICE PROGRAM****INVOICE REPORT SCHEDULE**

<u>Report Number</u>	<u>Based On</u>	<u>Due to Council On This Date</u>
1	July Advance*	July 3
2	August Advance*	July 3
3	July Expenditure Report	August 7
4	August Expenditure Report	September 5
5	September Expenditure Report	October 7
6	October Expenditure Report	November 7
7	November Expenditure Report	December 5
8	December Expenditure Report	January 8
9	January Expenditure Report	February 6
10	February Expenditure Report	March 6
11	March Expenditure Report	April 7
12	April Expenditure Report	May 7
13	May Expenditure Report	June 5
14	June Expenditure Report	July 7
15	Final Expenditure	July 24

Legend: * Advance based on projected cash need as supported by a cash-flow analysis is or other information appropriate to demonstrate the Contractor financial need for the advance.

Note # 1: Report #1 and #2 for Advance Basis Contracts cannot be submitted to the DOEA prior to July 1 or until the Contract with the Council has been executed and a copy sent to DFS.

Note # 2: Report numbers 3 through 14 will reflect an adjustment of one twelve of the total advance amount, on each of the reports respectively, repaying advances on the contract. The adjustment will be recorded in Part C, 1 of the report.

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

Note # 4: Reports submitted after the 10th of the month will be processed the following month. This rule will be enforced.

ATTACHMENT IV

The Budget Summary is Pending Approval.

ATTACHMENT V

Forms 105 and 106Sub Contractor for PSA #10
ADRC of Broward County

CONTRACT #

**RECEIPTS AND UNIT COST REPORT
PROGRAM**

PROVIDER NAME, ADDRESS, PHONE # and FEID# PROVIDER NAME ADDRESS ADDRESS Tel: 954-XXX-XXXX Fax: 954-XXX-XXXX FEID #: 59-XXXXXXX	FUNDING SOURCE: Program	THIS REPORT PERIOD MONTH REPORT #: CONTRACT PERIOD: CONTRACT # PSA #: 10																																								
CERTIFICATION: I certify to the best of my knowledge and belief that the report is complete and correct and all outlays herein are for purposes set forth in the contract. Further, I certify that the attached monthly and YTD service units /undup clients' report is correct.																																										
Prepared By:	Date:	Approved By:																																								
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 30%;">PART a: INCOME / RECEIPTS</th> <th style="width: 10%;">A. Approved Budget</th> <th style="width: 10%;">B. Actual Receipts for</th> <th style="width: 20%;">C. Total Receipts Year to Date</th> <th style="width: 30%;">D. % Of Approved Budget</th> </tr> <tr> <td>1. Federal Funds</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>2. State Funds</td> <td>\$0.00</td> <td>\$0.00</td> <td>\$0.00</td> <td>#DIV/0!</td> </tr> <tr> <td>3. Program Income</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>4. Local Cash Match</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>5. SUBTOTAL: CASH RECEIPTS</td> <td>\$0.00</td> <td>\$0.00</td> <td>\$0.00</td> <td>#DIV/0!</td> </tr> <tr> <td>6. Local In-Kind match</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>7. TOTAL RECEIPTS</td> <td>\$0.00</td> <td>\$0.00</td> <td>\$0.00</td> <td>#DIV/0!</td> </tr> </table>			PART a: INCOME / RECEIPTS	A. Approved Budget	B. Actual Receipts for	C. Total Receipts Year to Date	D. % Of Approved Budget	1. Federal Funds					2. State Funds	\$0.00	\$0.00	\$0.00	#DIV/0!	3. Program Income					4. Local Cash Match					5. SUBTOTAL: CASH RECEIPTS	\$0.00	\$0.00	\$0.00	#DIV/0!	6. Local In-Kind match					7. TOTAL RECEIPTS	\$0.00	\$0.00	\$0.00	#DIV/0!
PART a: INCOME / RECEIPTS	A. Approved Budget	B. Actual Receipts for	C. Total Receipts Year to Date	D. % Of Approved Budget																																						
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5. SUBTOTAL: CASH RECEIPTS	\$0.00	\$0.00	\$0.00	#DIV/0!																																						
6. Local In-Kind match																																										
7. TOTAL RECEIPTS	\$0.00	\$0.00	\$0.00	#DIV/0!																																						
PART b: UNIT COST REPORT																																										
(A) SERVICE	(B) CONTRACT AMOUNT	(C) UNITS	(D) UNIT RATE	(E) AMOUNT EARNED THIS PERIOD	(F) AMOUNT PREV. EARNED	(G) AMOUNT EARNED YTD																																				
<u>FIXED SERVICES</u>																																										
				\$0.00	\$0.00	\$0.00																																				
				\$0.00	\$0.00	\$0.00																																				
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				\$0.00	\$0.00	\$0.00																																				
	\$0.00			\$0.00	\$0.00	\$0.00																																				
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 30%;">PART c: OTHER REVENUE / PROGRAM INCOME</th> <th style="width: 30%;">A. Total - Current Month</th> <th style="width: 40%;">B. Total - Year To Date</th> </tr> <tr> <td>1.CONTRIBUTIONS: (EXCLUDES CLIENT CO-PAY COLLECTIONS)</td> <td>\$0.00</td> <td>\$0.00</td> </tr> <tr> <td>2.CLIENT CO-PAY ASSESSED</td> <td>\$0.00</td> <td>\$0.00</td> </tr> <tr> <td>3.CLIENT CO-PAY COLLECTIONS</td> <td>\$0.00</td> <td>\$0.00</td> </tr> <tr> <td>4.INTEREST (NET AMOUNT NOT RETURNED)</td> <td>\$0.00</td> <td>\$0.00</td> </tr> <tr> <td>5.MATCH VALUATION (INCLUDES CASH & IN-KIND)</td> <td>\$0.00</td> <td>\$0.00</td> </tr> </table>							PART c: OTHER REVENUE / PROGRAM INCOME	A. Total - Current Month	B. Total - Year To Date	1.CONTRIBUTIONS: (EXCLUDES CLIENT CO-PAY COLLECTIONS)	\$0.00	\$0.00	2.CLIENT CO-PAY ASSESSED	\$0.00	\$0.00	3.CLIENT CO-PAY COLLECTIONS	\$0.00	\$0.00	4.INTEREST (NET AMOUNT NOT RETURNED)	\$0.00	\$0.00	5.MATCH VALUATION (INCLUDES CASH & IN-KIND)	\$0.00	\$0.00																		
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4.INTEREST (NET AMOUNT NOT RETURNED)	\$0.00	\$0.00																																								
5.MATCH VALUATION (INCLUDES CASH & IN-KIND)	\$0.00	\$0.00																																								

PSA #10 Form 105, Dated July 1997

CONTRACT #

CASH ADVANCE AND CONTRACT PAYMENT REQUEST FORM
PROGRAM
FUNDING SOURCE

PROVIDER NAME, ADDRESS, PHONE & FEID # PROVIDER NAME ADDRESS ADDRESS Tel: 954-XXX-XXXX Fax: 954-XXX-XXXX FEID #: 59-XXXXXXX	TYPE OF REPORT: A. PAYMENT REQUEST: Regular ☒ Supplemental B. METHOD OF PAYMENT: Advance Reimbursement ☒	THIS REQUEST PERIOD: MONTH REPORT #: CONTRACT PERIOD: CONTRACT # PSA#: 10		
CERTIFICATION: I hereby certify that this request or refund conforms with the terms of the above contract.				
Prepared By: _____ Date: _____ Approved By: _____ Date: _____				
PART A: CONTRACT FUNDS SUMMARY	SERVICE	SERVICE	SERVICE	TOTAL
1. Approved Contract Amount	\$0.00	\$0.00	\$0.00	\$0.00
2. Previous Funds Requested for Contract Period	\$0.00	\$0.00	\$0.00	\$0.00
3 Contract Funds Available	\$0.00	\$0.00	\$0.00	\$0.00
PART B: CONTRACT FUNDS REQUESTED:				
1. Cash Advances (1st-2nd Months)	\$0.00	\$0.00	\$0.00	\$0.00
2. Amount Earned This Period = to PSA #10 Form 105Z Part B , Column E)	\$0.00	\$0.00	\$0.00	\$0.00
3. Total	\$0.00	\$0.00	\$0.00	\$0.00
PART C: NET FUNDS REQUESTED:				
1. Less Overadvance	\$0.00	\$0.00	\$0.00	\$0.00
2. Contract Funds Are Hereby Requested = Part B Line 4 minus Part C line 1) (Not to exceed Part A Line 5)	\$0.00	\$0.00	\$0.00	\$0.00
ADVANCE EARNED	\$0.00	\$0.00	\$0.00	\$0.00
Advance Remaining	\$0.00	\$0.00	\$0.00	\$0.00

PSA #10 FORM 106, Dated July 97

AAA Office Use Only

BATCH #: _____

VENDOR ID: P-PROVIDER

DESC: PROVIDER PROGRAM MM/YYYY

ACCOUNT #: _____

CHECK # _____ CHECK DATE: _____

INPUT: _____ APPROVAL: _____

ATTACHMENT VI**CERTIFICATIONS AND ASSURANCES**

Council will not award this Contract unless Contractor completes the CERTIFICATIONS AND ASSURANCES contained in this Attachment. In performance of this Contract, Contractor provides the following certifications and assurances:

- A. Debarment and Suspension Certification (29 CFR Part 95 and 45 CFR Part 75)**
- B. Certification Regarding Lobbying (29 CFR Part 93 and 45 CFR Part 93)**
- C. Nondiscrimination & Equal Opportunity Assurance (29 CFR Part 37 and 45 CFR Part 80)**
- D. Certification Regarding Public Entity Crimes, section 287.133, F.S.**
- E. Association of Community Organizations for Reform Now (ACORN) Funding Restrictions Assurance (Pub. L. 111-117)**
- F. Scrutinized Companies Lists and No Boycott of Israel Certification, section 287.135, F.S.**
- G. Certification Regarding Data Integrity Compliance for Contracts, Agreements, Grants, Loans and Cooperative Agreements**
- H. Verification of Employment Status Certification**
- I. Records and Documentation**
- J. Certification Regarding Inspection of Public Records**

A. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTIONS.

The undersigned Contractor certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;
2. Have not within a three-year period preceding this Contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A.2. of this certification; and/or
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause of default.

The undersigned shall require that language of this certification be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients and contractors shall provide this certification accordingly.

B. CERTIFICATION REGARDING LOBBYING – Certification for Contracts, Grants, Loans, and Cooperative Agreements.

The undersigned Contractor certifies, to the best of its knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative.

agreement, the undersigned shall also complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

The undersigned shall require that language of this certification be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients and contractors shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

C. NON DISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE (29 CFR PART 37 AND 45 CFR PART 80).

As a condition of the Contract, Contractor assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

1. Section 188 of the Workforce Investment Act of 1998 (WIA), (Pub. L. 105-220), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I-financially assisted program or activity;
2. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Council.
3. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112) as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 84), to the end that, in accordance with Section 504 of that Act, and the Regulation, no otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Council.
4. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Council.
5. Title IX of the Educational Amendments of 1972 (Pub. L. 92-318), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 86), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education program or activity for which the Applicant receives Federal financial assistance from the Council.
6. The American with Disabilities Act of 1990 (Pub. L. 101-336), prohibits discrimination in all employment practices, including, job application procedures, hiring, firing, advancement, compensation, training, and other terms, conditions, and privileges of employment. It applies to

recruitment, advertising, tenure, layoff, leave, fringe benefits, and all other employment-related activities, and;

7. Contractor also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to Contractor's operation of the WIA Title I – financially assisted program or activity, and to all contracts Contractor makes to carry out the WIA Title I – financially assisted program or activity. Contractor understands that DOEA and the United States have the right to seek judicial enforcement of the assurance.

The undersigned shall require that language of this certification be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients and contractors shall provide this certification accordingly.

D. CERTIFICATION REGARDING PUBLIC ENTITY CRIMES, SECTION 287.133, F.S.

Contractor hereby certifies that neither it, nor any person or affiliate of Contractor, has been convicted of a Public Entity Crime as defined in section 287.133, F.S., nor placed on the convicted vendor list. Contractor understands and agrees that it is required to inform Council immediately upon any change of circumstances regarding this status.

E. ASSOCIATION OF COMMUNITY ORGANIZATIONS FOR REFORM NOW (ACORN) FUNDING RESTRICTIONS ASSURANCE (Pub. L. 111-117).

As a condition of the Contract, Contractor assures that it will comply fully with the federal funding restrictions pertaining to ACORN and its subsidiaries per the Consolidated Appropriations Act, 2010, Division E, Section 511 (Pub. L. 111-117). The Continuing Appropriations Act, 2011, Sections 101 and 103 (Pub. L. 111-242), provides that appropriations made under Pub. L. 111-117 are available under the conditions provided by Pub. L. 111-117.

The undersigned shall require that language of this assurance be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub recipients and contractors shall provide this assurance accordingly.

F. SCRUTINIZED COMPANIES LISTS CERTIFICATION AND NO BOYCOTT OF ISRAEL CERTIFICATION, SECTION 287.135, F.S.

In accordance with section 287.135, F.S., Contractor hereby certifies that it has not been placed on the Scrutinized Companies that Boycott Israel List and that it is not engaged in a boycott of Israel.

If this Contract is in the amount of \$1 million or more, in accordance with the requirements of section 287.135, F.S., Contractor hereby certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists and that it is not engaged in business operations in Cuba or Syria.

Contractor understands that pursuant to section 287.135, F.S., the submission of a false certification may result in the Council terminating this Contract and the submission of a false certification may subject Contractor to civil penalties, attorney's fees, and/or costs, including any costs for investigation that led to the finding of false certification.

If Contractor is unable to certify to any of the statements in this certification, Contractor shall attach an explanation to this Contract.

G. CERTIFICATION REGARDING DATA INTEGRITY COMPLIANCE FOR CONTRACT, AGREEMENTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

1. The Contractor and any Subcontractors of services under this Contract have financial management systems capable of providing certain information, including: (1) accurate, current, and complete

disclosure of the financial results of each grant-funded project or program in accordance with the prescribed reporting requirements; (2) the source and application of funds for all contract supported activities; and (3) the comparison of outlays with budgeted amounts for each award. The inability to process information in accordance with these requirements could result in a return of grant funds that have not been accounted for properly.

2. Management Information Systems used by the Contractor, Subcontractors, or any outside entity on which the Contractor is dependent for data that is to be reported, transmitted or calculated, have been assessed and verified to be capable of processing data accurately, including year-date dependent data. For those systems identified to be non-compliant, Contractors will take immediate action to assure data integrity.
3. If this Contract includes the provision of hardware, software, firmware, microcode or imbedded chip technology, the undersigned warrants that these products are capable of processing year-date dependent data accurately. All versions of these products offered by the Contractor (represented by the undersigned) and purchased by the state will be verified for accuracy and integrity of data prior to transfer.
4. In the event of any decrease in functionality related to time and date related codes and internal subroutines that impede the hardware or software programs from operating properly, the Contractor agrees to immediately make required corrections to restore hardware and software programs to the same level of functionality as warranted herein, at no charge to the state, and without interruption to the ongoing business of the state, time being of the essence.
5. The Contractor and any Subcontractors of services under this Contract warrant their policies and procedures include a disaster plan to provide for service delivery to continue in case of an emergency including emergencies arising from data integrity compliance issues.

H. VERIFICATION OF EMPLOYMENT STATUS CERTIFICATION

As a condition of contracting with the Council, Contractor certifies the use of the U.S. Department of Homeland Security's E-verify system to verify the employment eligibility of all new employees hired by Contractor during the contract term to perform employment duties pursuant to this Contract and that any subcontracts include an express requirement that subcontractors performing work or providing services pursuant to this Contract utilize the E-verify system to verify the employment eligibility of all new employees hired by the subcontractor during the entire Contract term.

The Contractor shall require that the language of this certification be included in all subcontract, subgrants, and other agreements and that all subcontractors shall certify compliance accordingly.

This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract imposed by OMB Circulars A-102 and 2 CFR Part 200, and 215 (formerly OMB Circular A-110).

I. RECORDS AND DOCUMENTATION

The Contractor agrees to make available to Council staff and/or party designated by the Council any and all contract related records and documentation. The Contractor shall ensure the collection and maintenance of all program related information and documentation of any such system designated by the Council. Maintenance includes valid exports and backups of all data and systems according to Council standards.

J. CERTIFICATION REGARDING INSPECTION OF PUBLIC RECORDS

1. In addition to the requirements of Sections 10.1 of the Master Contract, and 119.0701(3) and (4) F.S., and any other applicable law, if a civil action is commenced as contemplated by section 119.0701(4), F.S., and the Council is named in the civil action, Contractor agrees to indemnify and hold harmless the Council for any costs incurred by the Council, and any attorneys' fees assessed

or awarded against the Council from a Public Records Request made pursuant to Chapter 119, F.S., concerning this Contract or services performed thereunder.

- a. Notwithstanding section 119.0701, F.S., or other Florida law, this section is not applicable to contracts executed between the Council and state agencies or subdivisions defined in section 768.28(2), F.S.
2. Section 119.01(3), F.S., states if public funds are expended by an agency in payment of dues or membership contributions for any person, corporation, foundation, trust, association, group, or other organization, all the financial, business, and membership records of such an entity which pertain to the public agency (Florida Department of Elder Affairs) are public records. Section 119.07, F.S., states that every person who has custody of such a public record shall permit the record to be inspected and copied by any person desiring to do so, under reasonable circumstances.

Additionally, I certify this organization does _____ does not _____ provide for institutional memberships.

Contractor's signature below attests that records pertaining to the dues or membership application by the Council are available of inspection if applicable, as stated above.

By execution of this Contract, Contractor must include these provisions (A-I) in all related subcontract agreements (if applicable).

By signing below, Contractor certifies the representations outlined in parts A through I above, are true and correct.

Signature and Title of Authorized Representative

Date

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

325 NW 2nd Avenue
Deerfield Beach, FL 33441

ATTACHMENT VII**ASSURANCES—NON-CONSTRUCTION PROGRAMS**

Public reporting burden for this collection of information is estimated to average 45, minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0043), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET, SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) § 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. § 290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. §1501-1508 and 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §276a to 276a-7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. §874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. § 327-333), regarding labor standards for federally assisted construction sub agreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000.00 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §1721 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §4801 et seq.), which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 CFR Part 200.
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging	DATE SUBMITTED

ATTACHMENT VIII

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

City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging	County Broward	AAA/Contractor
325 NW 2 nd Avenue	Completed By	
Deerfield Beach, FL 33441	Date	Phone 954-480-4449

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

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

2. POPULATION OF AREA SERVED. Source of data:

Total #	% White	% Black	% Hispanic	% Other	% Female		
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3. STAFF CURRENTLY EMPLOYED. Effective date:

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	
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4. CLIENTS CURRENTLY ENROLLED OR REGISTERED. Effective date:

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	% Over 40
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5. ADVISORY OR GOVERNING BOARD, IF APPLICABLE.

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

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

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

7. Compare the staff composition to the population. Is the staff representative of the population?
If NA or NO, explain. NA YES NO
☐ ☐ ☐

8. Compare the client composition to the population. Are race and sex characteristics representative of the
Population? If NA or NO, explain. NA YES NO
☐ ☐ ☐

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

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

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

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

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

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

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

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

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

INSTRUCTIONS FOR THE CIVIL RIGHTS COMPLIANCE CHECKLIST

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

13. Programs/facilities must make information regarding the nondiscriminatory provisions of Title VI available to their participants, beneficiaries, or any other interested parties. This should include information on their right to file a complaint of discrimination with either the Council, the State of Florida, Department of Elder Affairs, or the U.S. Department of HHS. The information may be supplied verbally or in writing to every individual, or may be supplied through the use of an equal opportunity policy poster displayed in a public area of the facility, 45 CFR 80.6 (d).
14. Report number of discrimination complaints filed against the program/facility. Indicate the basis, e.g., race, color, creed, sex, age, national origin, disability, retaliation; the issues involved, e.g., services or employment, placement, termination, etc. Indicate the civil rights law or policy alleged to have been violated along with the name and address of the local, state, or federal agency with whom the complaint has been filed. Indicate the current status, e.g., settled, no reasonable cause found, failure to conciliate, failure to cooperate, under review, etc.
15. The program/facility must be physically accessible to disabled individuals. Physical accessibility includes designated parking areas, curb cuts or level approaches, ramps and adequate widths to entrances. The lobby, public telephone, restroom facilities, water fountains, information, and admissions offices should be accessible. Door widths and traffic areas of administrative offices, cafeterias, restrooms, recreation areas, counters, and serving lines should be observed for accessibility. Elevators should be observed for door width, and Braille or raised numbers. Switches and controls for light, heat, ventilation, fire alarms and other essentials should be installed at an appropriate height for mobility impaired individuals.
16. Section 504 of the Rehabilitation Act of 1973 requires that a recipient of federal financial assistance conduct a self-evaluation to identify any accessibility barriers. Self-evaluation is a four-step process:
 - a. With the assistance of a disabled individual/organization, evaluate current practices and policies which do not comply with Section 504.
 - b. Modify policies and practices that do not meet Section 504 requirements.
 - c. Take remedial steps to eliminate any discrimination that has been identified.
 - d. Maintain self-evaluation on file. (This checklist may be used to satisfy this requirement if these four steps have been followed.), 45 CFR 84.6.
17. Programs or facilities that employ 15 or more persons must adopt grievance procedures that incorporate appropriate due process standards and provide for the prompt and equitable resolution of complaints alleging any action prohibited by Section 504.45 CFR 84.7 (b).
18. Programs or facilities that employ 15 or more persons must designate at least one person to coordinate efforts to comply with Section 504.45 CFR 84.7 (a).
19. Continuing steps must be taken to notify employees and the public of the program/facility's policy of nondiscrimination on the basis of disability. This includes recruitment material, notices for hearings, newspaper ads, and other appropriate written communication, 45 CFR 84.8 (a).
20. Programs/facilities that employ 15 or more persons must provide appropriate auxiliary aids to persons with impaired sensory, manual, or speaking skills where necessary. Auxiliary aids may include, but are not limited to, interpreters for hearing impaired individuals, taped or Braille materials, or any alternative resources that can be used to provide equally effective services, (45 CFR 84.52 (d)).
21. Programs/facilities with 50 or more employees and \$50,000.00 in federal contracts must develop, implement, and maintain a written affirmative action compliance program in accordance with Executive Order 11246. 41 CFR 60 and Title VI of the Civil Rights Act of 1964, as amended.

ATTACHMENT IX**BACKGROUND SCREENING**

DEPARTMENT OF ELDER AFFAIRS

BACKGROUND SCREENING**ATTESTATION OF COMPLIANCE - EMPLOYER**

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

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

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

ATTESTATION

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

Located at _____
Street address City State Zip Code

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

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

Signature of Representative Date

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

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



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2025-199

Agenda Date: 5/20/2025

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2025 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving Contract #JZ025-06-2026 with the Areawide Council on Aging of Broward County, Inc. for the Alzheimer's Disease Initiative Program in an amount not to exceed \$463,819.00; authorizing execution of the Contract; providing for implementation and an effective date. (Funds from Account #100-000-640-0000-000-33469-334699 - ADI-State Grant)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$463,819

Account Name: ADI - STATE GRANT

Account Number: 100-000-640-0000-000-33469-334699-

Background/History

The City of Deerfield Beach Braithwaite Center for Active Aging/Northeast Focal Point Senior Center and the Areawide Council on Aging of Broward County, Inc./Area Agency on Aging have been working together in collaboration for over 44 years to provide supportive services for the senior population in the City.

The Alzheimer's Disease Initiative Program (ADI) assists persons living with Alzheimer's Disease and other forms of dementia to live as independently as possible with support to family members and caregivers.

Current Activity

The enclosed agreement with the Areawide Council on Aging of Broward County, Inc., provides funding in an amount not to exceed \$463,819 for the Alzheimer's Disease Initiative Program. This program will offer in-facility respite care for individuals affected by Alzheimer's disease and similar memory-related disorders, incorporating dementia-specific therapeutic activities, including but not limited to, physical, cognitive, and social activities appropriate for the clients.

Additionally, it provides supportive services to families, including case management, education and training, caregiver support training, and the purchase of limited specialized medical supplies for participants in the program.

Recommendation

It is recommended that the City Commission approve Amendment II to Agreement #JZ025-06-2026

with the Areawide Council on Aging of Broward County, Inc., in an amount not to exceed \$463,819 for the ADI program.

RESOLUTION NO. 2025/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING CONTRACT #JZ025-06-2026 WITH THE AREAWIDE COUNCIL ON AGING OF BROWARD COUNTY, INC. FOR THE ALZHEIMER'S DISEASE INITIATIVE PROGRAM IN AN AMOUNT NOT TO EXCEED \$463,819.00; AUTHORIZING EXECUTION OF THE CONTRACT; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, the City of Deerfield Beach ("City") wishes to contract with the Areawide Council on Aging of Broward County, Inc. ("Council") for the provision of the Alzheimer's Disease Initiative Program (the "ADI Program") services at the City's Braithwaite Center for Active Aging/Northeast Focal Point Center for a one-year period pursuant to Contract #JZ025-06-2026 (the "ADI Contract"), and consistent with the Master Contract #JM023-06-2025 (the "Master Contract"); and

WHEREAS, the Master Contract sets forth the general terms and conditions applicable to separate program agreements such as the ADI Contract; and

WHEREAS, pursuant to the ADI Contract, the ADI Program will provide assistance to individuals who are living with Alzheimer's disease and other forms of dementia to live as independently as possible with support to family members and caregivers; and

WHEREAS, the ADI Program will offer in-facility respite care for individuals affected by Alzheimer's disease and similar memory-related disorders, incorporating dementia-specific therapeutic activities, including but not limited to, physical, cognitive, and social activities appropriate for the clients; and

WHEREAS, the ADI Program will also provide supportive services to families, including case management, education and training, caregiver support training, and the purchase of limited specialized medical supplies for participants in the Program; and

WHEREAS, the ADI Contract with the Council, attached as Exhibit "A", will be for a term of one-year effective July 1, 2025 through June 30, 2026, in an amount not to exceed \$463,819.00; and

WHEREAS, the City Commission believes it is in the best interest of the City to approve and authorize execution of the ADI Contract with the Council, attached as Exhibit "A".

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

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

Section 2. The City Commission hereby approves the ADI Contract with the Council, attached as Exhibit “A,” for the ADI Program services in an amount not to exceed \$463,819.00.

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

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

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2025.

CITY OF DEERFIELD BEACH

TODD DROSKY, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

ALZHEIMER'S DISEASE INITIATIVE PROGRAM

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

WITNESSETH THAT:

WHEREAS, the Council has determined that it is in need of certain services as described herein; and **WHEREAS**, the Contractor has demonstrated that it has the requisite expertise and ability to faithfully perform such services as an independent Contractor of the Council.

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

1. Purpose of Contract:

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

2. Incorporation of Documents within the Contract:

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

3. Term of Contract:

This Contract when executed will have an effective date of July 1, 2025. It will end at midnight, Eastern Standard time on June 30, 2026.

4. Contract Amount:

The Council agrees to pay for contracted services according to the terms and conditions of this Contract in an amount not to exceed **\$463,819.00**, subject to the availability of funds. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this Contract.

5. Background Screening

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

To demonstrate compliance with this provision, Contractor shall submit Background Screening Attestation of Compliance, ATTACHMENT IX of this Contract, annually, by January 5. Further

information concerning the procedures for background screening is found at <https://elderaffairs.org/about-us/background-screening/>

6. Nondiscrimination-Civil Rights Compliance

- 6.1** The Contractor shall execute assurances as stated in the Assurances-Non-Construction Programs, ATTACHMENT VII of this Contract, that it will not discriminate against any person in the provision of services or benefits under this Contract or in employment because of age, race, religion, color, disability, national origin, marital status or sex in compliance with state and federal law and regulations. The Contractor further assures that all contractors, subcontractors, subgrantees, or others with whom it arranges to provide services or benefits in connection with any of its programs and activities are not discriminating against clients or employees because of age, race, religion, color, disability, national origin, marital status or sex.
- 6.2** During the term of this Contract, the Contractor shall complete and retain on file a timely, complete, and accurate Civil Rights Compliance Checklist, ATTACHMENT VIII of this Contract.
- 6.3** The Contractor shall establish procedures pursuant to federal law to handle complaints of discrimination involving services or benefits through this Contract. These procedures will include notifying clients, employees, and participants of the right to file a complaint with the appropriate federal or state entity.
- 6.4** If this Contract contains federal funds, these assurances are a condition of continued receipt of or benefit from federal financial assistance, and are binding upon the Contractor, its successors, transferees, and assignees for the period during which such assistance is provided. The Contractor further assures that all subcontractors, vendors, or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the above statutes, regulations, guidelines, and standards. In the event of failure to comply, the Contractor understands that the Council may, at its discretion, seek a court order requiring compliance with the terms of this assurance or seek other appropriate judicial or administrative relief, including but not limited to, termination of and denial of further assistance.

7. Provision of Services:

The Contractor shall provide services in the manner described in the Statement of Work, ATTACHMENT I of this Contract.

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

a.	The Contractor name, as shown on page 1 of this Contract, and mailing address of the official payee to whom the payment will be made is:	City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging 325 NW 2 nd Avenue Deerfield Beach, FL 33441
b.	The name of the contact person and street address where financial and administrative records are maintained is:	Jonathan Salas, Director of Community Services City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging 325 NW 2 nd Avenue Deerfield Beach, FL 33441

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

9. All Terms and Conditions Include:

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

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS THEREOF, the parties hereto have caused this 41 page Contract to be executed by their undersigned officials as duly authorized.

CONTRACTOR:

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

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

BOARD PRESIDENT OR AUTHORIZED
DESIGNEE

SIGNED BY:

SIGNED BY:

NAME:

NAME:

TITLE:

TITLE:

DATE:

DATE:

FEDERAL ID NUMBER: 59-6000305
FISCAL YEAR-END DATE: September 30
DUNS: 086-382-090

ATTACHMENT I

**STATEMENT OF WORK
ALZHEIMER'S DISEASE INITIATIVE PROGRAM**

SECTION I: SERVICES TO BE PROVIDED**A. DEFINITIONS OF TERMS AND ACRONYMS****1. Contract Acronyms**

Alzheimer's Disease (AD)
Alzheimer's Disease Initiative (ADI)
Activities of Daily Living (ADLs)
Assessed Priority Consumer List (APCL)
Adult Protective Services (APS)
Client Information and Registration Tracking System (CIRTS)
Community Care for Disabled Adults (CCDA)
Code of Federal Regulations (CFR)
Corrective Action Plan (CAP)
Dementia Care & Cure Initiative (DCCI)
Department of Elder Affairs (DOEA)
Florida Administrative Code (F.A.C)
Florida Statutes (F.S.)
Home Care for Disabled Adults (HCDA)
Instrumental Activities of Daily Living (IADLs)
Memory Disorder Clinic (MDC)
Notice of Instruction (NOI)
Planning and Service Area (PSA)
Service Provider Application (SPA)
Summary of Programs and Services (SOPS)
United States Code (U.S.C.)

2. Program Specific Terms

Department of Elder Affairs Programs and Services Handbook (DOEA Handbook). An official document of DOEA. The DOEA Handbook includes program policies, procedures, and standards applicable to agencies which are recipients of DOEA-funded programs, and providers of program-funded services. An annual update is provided through a NOI.

Functional Assessment: A comprehensive, systematic, and multidimensional review of a person's ability to remain living independently in the least restrictive living arrangement.

NOI: DOEA's established method to communicate to the Contractor and subcontractor the requirements to perform specific tasks or activities in a particular manner. NOIs are located on the DOEA website at <https://elderaffairs.org/newsroom/notices-of-instruction-2021>

Program Highlights: Success stories, quotes, testimonials, or human-interest vignettes that are used in the Summary of Programs and Services (SOPS) to demonstrate how programs and services help elders, families, and caregivers.

Proviso: Language used in a general appropriations bill to qualify or restrict the way in which a specific appropriation is to be expended.

Service Provider Application (SPA): A plan developed by the Contractor outlining a comprehensive and coordinated service delivery system in its PSA in accordance with the Section 306 of the Older Americans Act (42 U.S.C. Section 3026) and Council instructions. The SPA includes performance measures and unit rates per service offered.

Service Provider Application (SPA) Update: A revision to the SPA wherein the Contractor provides ADI-specific data for the Council to enter into CIRTS. An update may also include other revisions to the SPA as instructed by the Council.

Summary of Programs and Services (SOPS): A document produced by the DOEA and updated yearly to provide the public and the Legislature with information about programs and services for Florida's elders.

B. GENERAL DESCRIPTION

1. General Statement

The purpose of the ADI is to address the special needs of individuals with AD and other forms of dementia, their families, and caregivers.

2. Alzheimer's Disease Initiative Program Mission Statement

The ADI program assists persons afflicted with AD and other forms of dementia to live as independently as possible with support to family members and caregivers.

3. Authority

The relevant authority governing ADI Program include:

- (1) Sections 430.501 through 430.504, F.S.,
- (2) Rule Chapter 58D-1, F.A.C.; and
- (3) The Catalog of State Financial Assistance (CSFA) Number 65.004 and 65.002.

4. Scope of Service

The Contractor is responsible for the programmatic, fiscal, and operational management of ADI. The program services shall be provided in a manner consistent with the Contractor's current SPA and the current DOEA Handbook, which are hereby incorporated by reference. The Contractor agrees to be bound by all subsequent amendments and revisions to the DOEA Handbook, and the Contractor agrees to accept all such amendments and revisions via a NOI.

5. Major Program Goals

The major goals of the ADI Program is to provide services to meet the needs of caregivers and individuals with AD and other forms of dementia or other related disorders.

C. CLIENTS TO BE SERVED

1. General Eligibility

The ADI Program addresses the special needs of individuals with AD and other forms of dementia or other related disorders and their caregivers.

2. Client Eligibility

Clients eligible to receive services under this Contract must:

- a. Be 18 years of age or older and have a diagnosis of AD and other forms of dementia or related disorder, or be suspected of having AD and other forms of dementia or a related disorder; and
- b. Not be enrolled in any Medicaid capitated long-term care program.

3. Targeted Groups

Priority for services provided under this Contract shall be given to those eligible persons assessed to be at risk of placement in an institution or as otherwise specified in the authorizing proviso.

4. Client Determination

The Council shall have final authority for the determination of client eligibility.

5. Contract Limits

In no case shall the Contractor be required to incur costs in excess of the contract amount in providing services to clients.

SECTION II: MANNER OF SERVICE PROVISION

A. SERVICE TASKS

In order to achieve the goals of the ADI program, the Contractor shall perform, or ensure that its subcontractors perform, the following tasks:

1. Client Eligibility Determination

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

2. Assessment and Prioritization of Service Delivery for New Clients

The Contractor shall ensure the following criteria are used, to prioritize new clients for service delivery in the sequence below. It is not the intent of the Council to remove existing clients from services in order to serve new clients being assessed and prioritized for service delivery.

- a. Imminent Risk Individuals: Individuals in the community whose mental or physical health condition has deteriorated to the degree that self-care is not possible, there is no capable caregiver, and nursing home placement is likely within one (1) month or very likely within three (3) months.
- b. Service priority for individuals not included above, regardless of referral source, individuals determined through the DOEA's functional assessment administered to each applicant to the extent funding is available. The Contractor shall ensure that first priority is given to applicants at a higher levels of frailty and risk of nursing home placement.

3. Program Services

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

4. Task Limits

The Contractor shall not perform any tasks related to the project other than those described in this Contract without the express written consent of the Council.

B. Use of Subcontractors

If this Contract involves the use of a subcontractor or third party, then the Contractor shall not delay the implementation of its contract with the subcontractor. If any circumstances occur that may result in a delay for a period of sixty (60) days or more of the initiation of the subcontract or in the performance of the subcontractor, the Contractor shall notify the Council's Program Specialist and the Council's Finance Director in writing of such delay.

The Contractor shall not permit a subcontractor to perform services related to this Contract without having a binding subcontractor contract executed. In accordance with Paragraph 25 of the Master Contract, the Council will not be responsible or liable for any obligations or claims resulting from such action.

1. Copies of Subcontracts

The Contractor shall submit a copy of all subcontracts to the Council's Program Specialist within thirty (30) days of the subcontract being executed.

2. Monitoring the Performance of Subcontractors

The Contractor shall perform at least one monitoring per year of each subcontractor, subrecipient, vendor, and/or consultant paid from funds provided under this Contract. The Contractor shall perform fiscal, administrative and programmatic monitoring of each subcontractor to ensure contractual compliance, fiscal accountability, programmatic performance, and compliance with applicable state and federal laws and regulations. The Contractor shall monitor to ensure that time schedules are met, the budget and scope of work is accomplished within the specified time periods and other performance goals stated in this Contract are achieved.

3. Copies of Subcontractor Monitoring Reports

The Contractor shall forward a copy of all subcontractor monitoring reports to the Council's Contract manager within thirty (30) days of the report being issued to the subcontractors, subrecipients, vendors, and/or consultants.

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

The Contractor shall dedicate its own staff necessary to meet the obligations of this Contract and ensure that subcontractors dedicate adequate staff accordingly.

2. Professional Qualifications

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

3. Service Times

The Contractor shall ensure the availability of the services listed in this Contract are appropriate to meet client service needs, at a minimum, during normal business hours, or as otherwise specified in proviso. Normal business hours are defined as Monday through Friday, 8:00 a.m. to 5:00 p.m. local time.

D. Service Location and Equipment**1. Service Delivery Location**

Services will be provided as needed in location determined by the Contractor to best meet clients' immediate needs.

2. Changes in Location

The Contractor shall notify the Council in writing a minimum of two weeks prior to making changes in location that will affect the Council's ability to contact the Contractor by telephone or facsimile.

3. Equipment

Contractor shall be responsible for supplying, at its own expense, all equipment necessary for its performance under this Contract including, but not limited to, computers, telephones, copiers, fax machines, maintenance and office supplies.

E. DELIVERABLES

The following section provides the specific quantifiable units of deliverables and source documentation required to evidence the completion of the task specified in this Contract.

1. Delivery of Service to Eligible Clients

The Contractor shall ensure the availability of a continuum of services to addressing the diverse needs of individuals with AD and their caregivers. The Contractor shall ensure performance and reporting of the services per the Contractor's current approved Service Provider Application (SPA), the current DOEA Handbook, proviso language and the Statement of Work, ATTACHMENT I, Section II.A. of this Contract. Documentation of service delivery must include a report consisting of the following:

- a. Number of clients served;
- b. Number of service units provided by service; and
- c. Rate per service unit with calculations that equal the total invoice amount.

2. Services and Units of Services

The Contractor shall ensure the provision of the services described in this Contract are performed in accordance with the current DOEA Handbook and the service tasks described in the Statement of Work, ATTACHMENT I, Section II.A. of this Contract. Units of service will be paid pursuant to the rate established in the SPA as updated, as shown in the Budget Summary, ATTACHMENT IV of this Contract, as approved by the Council.

3. Administrative Responsibilities

The Contractor shall provide management and oversight of ADI Program operations in accordance with the current DOEA Handbook and the approved Contractor's Service Provider Application. Management and oversight of ADI Program operations include the following:

- a. Developing a competitive solicitation process for allocation of ADI funds, including appeal procedures for handling disputes involving the subcontractors;
- b. Developing a Service Provider Application and updating it annually, at a minimum, as directed by the Council;
- c. Establishing vendor agreements at the PSA level, when applicable for ADI services according to manuals, rules, and agreement procedures of DOEA Handbook and/or NOI;
- d. Providing technical assistance and training to subcontractors and vendors to ensure provision of quality services;
- e. Monitoring and evaluating subcontractors and vendors for fiscal, administrative, and programmatic compliance;

- f. Appropriately and timely submitting payments to subcontractors;
- g. Arranging in-service training for staff and/or subcontractors at least annually;
- h. Establishing procedures for handling client complaints and ensuring that subcontractors develop and implement complaint procedures to process and resolve client dissatisfaction with services. Complaint procedures shall address the quality and timeliness of services, subcontractor and direct service worker complaints, and any other issues related to complaints (other than termination, suspension or reduction in services) that require the grievance process as described in Appendix D of the current DOEA Handbook. The complaint procedures shall include notification to all clients of the complaint procedure and include tracking the date, nature of complaint, and the determination of each complaint;
- i. Ensuring compliance with CIRTS regulations;
- j. Monitoring performance objective achievements in accordance with targets set by the Council and/or DOEA; and
- k. Conducting annual client satisfaction surveys to evaluate and improve service delivery.

F. REPORTS

The Contractor shall respond within ten (10) business days or within deadlines established by the Council, to the Council's request for routine and/or special requests for information and ad hoc reports. The Contractor must establish due dates for any subcontractors that permit the Contractor to meet the Council's and/or the DOEA's reporting requirements.

1. Service Provider Application (SPA) Update and All Revisions Thereto

The Contractor is required to submit the SPA and an annual update, wherein the Council enters ADI specific data, into the Client Information and Registration Tracking System (CIRTS). The Contractor may also be required to submit revisions to the SPA as instructed by the Council.

2. Client Information and Registration Tracking System (CIRTS)

The Contractor shall ensure timely input of ADI specific data into the CIRTS. To ensure CIRTS data accuracy, the Contractor shall use CIRTS generated reports, which include the following:

- a. Client Reports
- b. Monitoring Reports
- c. Services Reports
- d. Miscellaneous Reports
- e. Fiscal Reports
- f. Outcome Measurement Reports

3. Service Costs Reports

The Contractor is required to submit to the Council a semi-annual and annual service cost reports, which reflect actual costs of providing each service by program. This report provides information

for planning and negotiating unit rates. The semi-annual service cost report encompassing the six months ending 12/31/2025 is due on February 13, 2026. The annual service cost report encompassing the twelve months ending 6/30/2026 is due on August 15, 2026, which will be forwarded to DOEA.

4. Surplus/Deficit Report

The Contractor will submit a consolidated surplus/deficit report in a format provided by the Council to the Council's Program Specialist by the 5th business day of each month. This report is for all agreements and/or contracts between the Contractor and the Council. The report will include the following:

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

5. Program Highlights

The Contractor shall submit brief written narratives to the Council for publication in the Program Highlight sections of the DOEA's Summary of Programs and Services (SOPS), which is hereby incorporated by reference, to include any subsequent revisions thereof. The narratives shall reference specific events that have occurred since the last submission of Program Highlight narratives, including new success stories, quotes, testimonials, or human-interest vignettes. The narratives shall be written for a general audience, with no acronyms or technical terms. For all agencies or organizations that are referenced in the narratives, the Contractor shall provide a brief description of their mission or role. The active tense shall be consistently used in the narratives to identify the specific individuals or entities that performed the activities described in the narratives. The Contractor shall review and edit narratives for clarity, readability, relevance, specificity, human interest, and grammar prior to submitting them to the Council.

G. RECORDS AND DOCUMENTATION

1. Requests for Payment

The Contractor will maintain documentation to support payment requests that shall be available to the Council or authorized individuals upon request. Such documentation will be provided upon request to the Council or the Department of Financial Services.

2. CIRT Address Validation

The Contractor shall work with the Council to ensure that client addresses are correct in CIRT for disaster preparedness efforts. At least annually, and more frequently as needed, the Council will provide direction on how to validate CIRT addresses to ensure they can be mapped. The Contractor will receive a list of unmatched addresses that cannot be mapped, and the Contractor will be responsible for correcting the address and send a list to the Council with confirmed addresses. The Council will use this information to update maps, client rosters, and unmatched addresses and disseminate this information.

3. CIRT Data and Maintenance

The Contractor shall ensure the collection and maintenance of client and service information on a monthly basis from the Client Information and Registration Tracking System (CIRTS) or any such system designated by the Council. Maintenance includes valid exports and backups of all data and systems according to Council standards.

4. Data Integrity and Back up Procedures

The Contractor and subcontractors, among other requirements, must anticipate and prepare for the loss of information processing capabilities. The routine backing up of all data and software is required to recover from losses or outages of the computer system. Data and software essential to the continued operation of Contractor functions must be backed up. The security controls over the backup resources will be as stringent as the protection required of the primary resources. A copy of the backed up data be stored in a secure, offsite location.

5. Policies and Procedures for Records and Documentation

The Contractor shall maintain written policies and procedures for computer system backup and recovery and shall have the same requirement in its contracts and/or agreements with subcontractors. These policies and procedures will be made available to the Council upon request.

H. PERFORMANCE SPECIFICATIONS**1. Outcomes and Outputs (Performance Measures)**

The Contractor must:

- a. Ensure the prioritization of clients and provision of services to clients in accordance with the Statement of Work, ATTACHMENT I, Section II.A.1. through Section II.A.4. and Section II.D.1. through Section II.D.3. of this Contract;
- b. Ensure the provision of services described in this Contract are in accordance with the current DOE Handbook;
- c. Timely and accurately submit to the Council all required documentation and reports described in this Statement of Work, ATTACHMENT I, Sections II.F. of this Contract; and
- d. Timely and accurately, in accordance with the Invoice Report Schedule, ATTACHMENT III of this Contract, submit to the Council Forms 105 & 106, ATTACHMENT V of this Contract, including supporting documentation.

2. Annual Programmatic Monitoring Report

The Contractor's performance of the measures in the Statement of Work, ATTACHMENT I, Section II.H.1. of this Contract, will be reviewed and documented in the Council's Annual Programmatic Monitoring Report.

3. Contract Monitoring

The Council will review and evaluate the performance of the Contractor under the terms of this Contract. Monitoring will be conducted through direct contact with the Contractor through telephone, in writing, or an on-site visit(s). The primary, secondary, or signatory of this Contract must be available for any on-site programmatic monitoring visit. The Council's determination of acceptable performance shall be conclusive. The Contractor agrees to cooperate with the Council

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

- a. Desk reviews and analytical reviews;
- b. Scheduled, unscheduled and follow-up on-site visits;
- c. Client visits;
- d. Review of independent auditor's reports;
- e. Review of third-party documents and/or evaluation;
- f. Review of progress reports;
- g. Review of customer satisfaction surveys;
- h. Agreed-upon procedures review by an external auditor or consultant;
- i. Limited-scope reviews; and
- j. Other procedures as deemed necessary.

I. Contractor Responsibilities

1. Contractor Accountability

All service tasks and deliverables pursuant to this Contract are solely and exclusively the responsibility of the Contractor and are tasks and deliverables for which, by execution of this Contract, the Contractor agrees to be held accountable.

2. Coordination with Other Providers and/or Entities

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

J. Council's Responsibilities

1. Council Obligations

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

2. Council Determinations

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

SECTION III: METHOD OF PAYMENT**A. General Statement of Method of Payment**

The method of payment for this Contract is a combination of advances, cost reimbursement, and a unit rate payment for services. The Council will pay the Contractor upon satisfactory completion of the Deliverables, as specified in the Statement of Work, ATTACHMENT I, Section II.D. of this Contract, and in accordance with other terms and conditions of this Contract.

1. Unit Rate

Payment for Unit Rates shall not exceed amounts established in the approved Service Provider Application.

2. Advance Payment

The Contractor may request up to two (2) months of advances at the start of the contract period to cover program administrative and service costs. The payment of an advance will be contingent upon the sufficiency and amount of funds released to the Department of Elder Affairs by the State of Florida (“budget release”). The Contractor will provide the Council’s Finance Director documentation justifying the need for an advance and describing how the funds will be distributed. For the first month’s advance request, the Contractor shall provide to the Council’s Finance Director documentation justifying the need for an advance and describing how the funds will be distributed. If the Contractor is requesting two (2) months of advances, documentation must be provided reflecting the cash needs of the Contractor within the initial two (2) months and should be supported through a cash-flow analysis or other information appropriate to demonstrate the Contractor’s financial need for the second month of advances. The Contractor must also describe how the funds will be distributed for the first and second month. The Contractor’s requests for advance require the approval of the Council’s Finance Director. If sufficient budget is available, the Council will issue approved advance payments after July 1 of the contract year. The schedule for submission of advance requests (when available) is listed in the Invoice Report Schedule ATTACHMENT III of this Contract.

- a. All advance payments retained by the Contractor must be fully expended no later than September 30, 2025. Any portion of advance payments not expended must be recouped on report number 5, due to the Council on October 6, 2025, in accordance with the Invoice Report Schedule, ATTACHMENT III of this Contract.
- b. All advance payments made to the Contractor shall be returned to the Council as follows: one-tenth (1/10) of the advance payment received shall be reported as an advance recoupment on each request for payment, starting with report number five, in accordance with the Invoice Report Schedule, ATTACHMENT III of this Contract.

B. Funding Distribution

The Contractor agrees to distribute funds as detailed in the SPA requested by the Council and the Budget Summary, ATTACHMENT IV of this Contract. The Contractor may request a budget revision by submitting a written request to the Council's Contract Manager. Upon approval, the Council's Finance Director will issue a budget revision letter. An amendment is required to change the total amount of this Contract.

C. Method of Invoice Payment

Payment shall be made upon the Contractor’s presentation of an invoice subsequent to the acceptance and approval by the Council of the deliverables shown on the invoice. The form and substance of each invoice submitted by the Contractor shall be as follows:

1. Request payment monthly for the units of service established in the Contractor's approved Service Provider Application, provided in conformance with the requirements as described in the current DOE Handbooks, at the rates established in the Budget Summary, ATTACHMENT IV of this Contract. Any requested changes to the approved budget subsequent to the execution of this Contract must be submitted to the Council's Program Specialist for approval. Any changes to the total contract amount requires a formal contract amendment.
2. All requests for payment and expenditure reports submitted to support requests for payment shall be on Forms 105 and 106, ATTACHMENT V of this Contract. The Contractor will consolidate all requests for payment from subcontractors and expenditure reports that support requests for payment.

D. Payment Withholding

Any payment due by the Council under the terms of this Contract may be withheld pending the receipt and approval by the Council of all financial and programmatic reports due from the Contractor and any adjustments thereto, including any disallowance not resolved as outlined in Paragraph 27 of the Master Contract.

E. Date for Final Request for Payment

The final request for payment will be due to the Council no later than July 24, 2026.

F. CIRT Data Entries for Subcontractors

The Contractor and its subcontractor(s) shall enter all required data for clients and services in the CIRT database in accordance with the current DOE Handbooks and the CIRT User Manual – Aging Provider Network users (located in Documents on the CIRT Enterprise Application Services). Subcontractor(s) must enter this data into the CIRT prior to submitting their invoice to the Contractor. The Contractor shall establish deadlines for completing CIRT data entry and ensure compliance with due dates in the Invoice Report Schedule, ATTACHMENT III of this Contract.

G. Monthly CIRT Reports

The Contractor is required to run monthly CIRT's reports and verify that client and service data in the CIRT is accurate. This report must be submitted to the Council with the monthly request for payment and expenditure report and must be reviewed by the Council before the Contractor's request for payment and expenditure reports can be approved by the Council.

H. Corrective Action Plan

1. Contractor shall ensure 100% of the deliverables identified in the Statement of Work, ATTACHMENT I, Section II.E.1. through Section II.E.3. of this Contract are performed pursuant to Contract requirements.
2. If at any time the Contractor is notified by the Council's Program Specialist that it has failed to correctly, completely, adequately perform contract deliverables identified in the Statement of Work, ATTACHMENT I, Section II.E.1. through Section II.E.3. of this Contract, the Contractor will have ten (10) days to submit a Corrective Action Plan ("CAP") to the Council's Program Specialist that addresses the deficiencies and states how the deficiencies will be remedied within a time period approved by the Council's Program Specialist. The Council shall assess a Financial Consequence for Noncompliance on the Contractor as referenced in the Statement of Work, ATTACHMENT I, Section III.I. of this Contract for each deficiency identified in the CAP which

is not corrected pursuant to the CAP. The Council will also assess a Financial Consequence for failure to timely submit a CAP.

3. If the Contractor fails to correct an identified deficiency within the approved time period specified in the CAP, the Council shall deduct the percentage established in the Statement of Work, ATTACHMENT I, Section III.I. of this Contract from the payment for the invoice of the following month.
4. If Contractor fails to timely submit a CAP, the Council shall deduct the percentage established in the Statement of Work, ATTACHMENT I, Section III.I. of this Contract for each day the CAP is overdue. The deduction will be made from the payment for the invoice of the following month.

I. Financial Consequences

The Council will withhold or reduce payment if the Contractor fails to perform the deliverables to the satisfaction of the Council according to the requirements referenced in the Statement of Work, ATTACHMENT I, Section II.E. of this Contract. The following financial consequences will be imposed if the deliverables stated do not meet in part or in whole the performance criteria as outlined in the Statement of Work, ATTACHMENT I, Section II.E. of this Contract.

1. Delivery of services to eligible clients as referenced in the Statement of Work, ATTACHMENT I, Section II.A.1. through Section II.A.2. and Section II.E.1. of this Contract – Failure to comply with established assessment and prioritization criteria, as evidenced by the CIRT reports, will result in a 2% reduction of payment per business day. The reduction of payment will begin on the first business day following the Council's notification to the Contractor that the identified deficiency was not cured or satisfactorily addressed in accordance with the Council-approved CAP, referenced in the Statement of Work, ATTACHMENT I, Section III.H. of this Contract.
2. Services and units of services as referenced in the Statement of Work, ATTACHMENT I, Section II.E.2. of this Contract – Failure to provide services in accordance with the current DOEA Programs and Services Handbook, the service tasks described in the Statement of Work, ATTACHMENT I, Section II.A. of this Contract, and submission of required documentation will result in a 2% reduction of payment per business day. The reduction of payment will begin the first business day following the Council's notification to the Contractor that the identified deficiency is not cured or satisfactorily addressed in accordance with the Council approved CAP, referenced in the Statement of Work, ATTACHMENT I, Section III.H. of this Contract.
3. Administrative duties as referenced in the Statement of Work, ATTACHMENT I, Section II.E.3. of this Contract – Failure to perform management and oversight of ADI Program operations will result in a 2% reduction of payment per business day. The reduction of payment will begin the first business day following the Council's notification to the Contractor that the identified deficiency was not cured or satisfactorily addressed in accordance with the Council-approved CAP, referenced in the Statement of Work, ATTACHMENT I, Section III.H. of this Contract.
4. Timely submission of a CAP – Failure to timely submit a CAP within 10 business days after notification of a deficiency by the DOEA Contract Manager will result in a 2% reduction of payment per business day the CAP is not received. The reduction of payment will begin the first business day following the Council's notification to the Contractor that the identified deficiency was not cured or satisfactorily addressed in accordance with the Council approved CAP, referenced in the Statement of Work, ATTACHMENT I, Section III.H. of this Contract.
5. Exceptions may be granted solely, in writing, by the Council's Program Director.

SECTION IV. SPECIAL PROVISIONS**A. Date for Final Request for Budget Revisions**

Final requests for budget revision or adjustments to Contract funds based on expenditures for services provided through June 30, 2026, must be submitted to the Council's Program Specialist and the Council's Finance Director, no later than June 30, 2026; email requests are considered acceptable.

B. Contractor's Financial Obligations**1. Cost Sharing and Co-payments**

The Council will ensure the Contractor establishes annual co-payment goals. Pursuant to Section 430.204(8), F.S., and Rule 58C-1.007, F.A.C., the dollar amount for co-payments associated with ADI must be calculated by applying the current federal poverty guidelines published by the U.S. Department of Health and Human Services.

- a. No co-payment will be assessed on a client whose income is at, or below, the federal poverty level (FPL) as established each year by the U.S. Department of Health and Human Services.
- b. No client may have their services terminated for inability to pay their assessed co-payment. The Contractor, in conjunction with provider agencies, must establish procedures to remedy financial hardships associated with co-payments and ensure there is no interruption in service(s) for the inability to pay. If a client's co-payment is reduced or waived entirely, a written explanation for the change must be placed in the client file.
- c. Co-payments include only the amounts assessed consumers or the amounts consumers opt to contribute in lieu of an assessed co-payment. The consumers' contribution must be equal to or greater than the assessed co-payment.

2. Use of Service Dollars and Assessed Priority Consumer List Management

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

C. Remedies-Nonconforming Services

1. The Contractor shall ensure that all goods and/or services provided under this Contract are delivered timely, completely and commensurate with required standards of quality. Such goods and/or services will only be delivered to eligible program participants.
2. If the Contractor fails to meet the prescribed quality standards for services, such services will not be reimbursed under this Contract. In addition, any nonconforming goods and/or services not meeting such standards will not be reimbursed under this Contract. The Contractor's signature on the Forms 105 and 106, ATTACHMENT V of this Contract, certifies maintenance of supporting documentation and acknowledgement that the Contractor shall solely bear the costs associated with preparing or providing nonconforming goods and/or services. The Council requires

immediate notice of any significant and/or systemic infractions that compromise the quality, security or continuity of services to clients.

D. Incident Reporting

The Contractor shall notify the Council immediately, but no later than forty-eight (48) hours from, the Contractor's awareness or discovery of conditions that may materially affect the Contractor or subcontractor's ability to perform the services required to be performed under any contract or agreement which incorporates Master Contract by reference. Such notice shall be made orally to the Council's Program Director (by telephone) with an email to immediately follow.

E. Investigation of Criminal Allegations

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

F. Volunteers

The Contractor shall ensure the use of trained volunteers in providing direct services delivered to older individuals and individuals with disabilities needing such services. If possible, the Contractor shall work in coordination with organizations that have experience in providing training, placement, and stipends for volunteers or participants (such as the Senior Community Service Employment Program or organizations carrying out federal service programs administered by the Corporation for National and Community Service), in community service settings.

G. Enforcement

1. The Council may, without taking any intermediate measures available to it against the Contractor, rescind the Contractor's designation as a Contractor, if the Council finds that:
 - a. An intentional or negligent act of the Contractor has materially affected the health, welfare, or safety of clients served pursuant to any contract or agreement incorporating Master Contract by reference, or substantially and negatively affected the operation of an aging services program covered under any contract or agreement;
 - b. The Contractor lacks financial stability sufficient to meet contractual obligations or that contractual funds have been misappropriated;
 - c. The Contractor has committed multiple or repeated violations of legal and regulatory standards, regardless of whether such laws or regulations are enforced by the Council, or the Contractor has committed or repeated violations of Council standards;
 - d. The Contractor has failed to continue the provision or expansion of services after the declaration of a state of emergency;
 - e. The Contractor has exceeded its authority or otherwise failed to adhere to the terms of Master Contract and any contract or agreement incorporating Master Contract by reference;
 - f. The Contractor has failed to properly determine client eligibility as defined by the Council or efficiently manage program budgets; or

- [illegible]

H. Contract Modifications

The Council's Program Director has the authority to modify and/or extend deliverable deadlines. All deliverable extension requests must be made to the Council's Program Director, in writing, prior to the required deadline. All approvals for deliverable extensions must be communicated, in writing, by the Council's Program Director to the Contractor and are subject to the discretion of the Council's Program Director. The requests and the approval must occur prior to the established deadline. An e-mail writing (request and response) is considered acceptable.

END OF ATTACHMENT I

ATTACHMENT II**FINANCIAL AND COMPLIANCE AUDIT**

The administration of resources awarded by the Council to the Contractor may be subject to audits and/or monitoring by the Council, as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200 (formerly OMB Circular A-133 as revised), and Section 215.97, F.S., (see “AUDITS” below), monitoring procedures may include, but not be limited to, on-site visits by the Council staff, limited scope audits, and/or other procedures. By entering into this Contract, the Contractor agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Council. In the event the Council determines that a limited scope audit of the Contractor is appropriate, the provider agrees to comply with any additional instructions provided by the Council to the provider regarding such audit. The Contractor further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Council or Auditor General.

AUDITS**PART I: FEDERALLY FUNDED**

This part is applicable if the Contractor is a State or local government or a non-profit organization as defined in 2 CFR Part 200, Subpart A.

In the event that the Contractor expends \$750,000.00 or more in federal awards during its fiscal year, the Contractor must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200. EXHIBIT 2 indicates federal resources awarded through the Council by this Contract. In determining the federal awards expended in its fiscal year, the provider shall consider all sources of Federal awards, including federal resources received from the Council. The determination of amounts of Federal awards expended should be in accordance with 2 CFR Part 200. An audit of the Contractor conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200 will meet the requirements of this part.

In connection with the audit requirements addressed in Part I, paragraph 1, the Contractor shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §200.508.

If the Contractor expends less than \$750,000.00 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR Part 200 is not required. In the event that the Contractor expends less than \$750,000.00 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200 the cost of the audit must be paid from non-federal resources (i.e., the cost of such audit must be paid from Contractor resources obtained from other than federal entities.)

An audit conducted in accordance with this part shall cover the entire organization for the organization’s fiscal year. Compliance findings related to contract with the Council shall be based on the contract’s requirements, including any rules, regulations, or statutes referenced in the contract. The financial statements shall disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due to the Council shall be fully disclosed in the audit report with reference to the Council contract involved. If not otherwise disclosed as required by 2 CFR §200.510 the schedule of expenditures of federal awards shall identify expenditures by contract number for each contract with the Council in effect during the audit period. Financial reporting packages required under this part must be submitted within the earlier of 30 days after receipt of the audit report or 9 months after the end of the Contractor’s fiscal year end.

PART II: STATE FUNDED

This part is applicable if the Contractor is a non-state entity as defined by Section 215.97(2), F.S.

In the event that the Contractor expends a total amount of state financial assistance equal to or in excess of \$750,000.00 in any fiscal year of such Contract, the Contractor must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 2, Funding Summary Attachment to this Contract indicates state financial

assistance awarded through the Council by this Contract. In determining the state financial assistance expended in its fiscal year, the provider shall consider all sources of state financial assistance, including state financial assistance received from the Council, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.

In connection with the audit requirements addressed in Part II, paragraph 1, the Contractor shall ensure that the audit complies with the requirements of Section 215.97(8), F.S. This includes submission of a financial reporting package as defined by Section 215.97(2), F.S., and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

If the Contractor expends less than \$750,000.00 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, F.S., is not required. In the event that the Contractor expends less than \$750,000.00 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, F.S., the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the provider resources obtained from other than State entities).

An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to contracts with the Council shall be based on the contract's requirements, including any applicable rules, regulations, or statutes. The financial statements shall disclose whether or not the matching requirement was met for each applicable agreement. All questioned costs and liabilities due to the Council shall be fully disclosed in the audit report with reference to the Council contract involved. If not otherwise disclosed as required by Rule 69I-5.003, F.A.C., the schedule of expenditures of state financial assistance shall identify expenditures by contract number for each contract with the Council in effect during the audit period. Financial reporting packages required under this part must be submitted within 45 days after delivery of the audit report, but no later than 12 months after the Contractor's fiscal year end for local governmental entities. Non-profit or for-profit organizations are required to be submitted within 45 days after delivery of the audit report, but no later than 9 months after the Contractor's fiscal year end. Notwithstanding the applicability of this portion, the Council retains all right and obligation to monitor and oversee the performance of this contract as outlined throughout this document and pursuant to law.

PART III: REPORT SUBMISSION

Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200 and required by PART I of this Financial and Compliance Audit Attachment shall be submitted, when required by 2 CFR §200.512 by or on behalf of the provider directly to each of the following:

Federal Audit Clearinghouse Bureau of the Census
1201 East 10th Street Jeffersonville, IN 47132

Pursuant to 2 CFR §200.512, all other Federal agencies, pass-through entities and others interested in a reporting package and data collection form must obtain it by accessing the Federal Audit Clearinghouse.

The Contractor shall submit a copy of any management letter issued by the auditor, to the Council at the following address:

Areawide Council on Aging of Broward County, Inc.
5300 Hiatus Road Sunrise, FL 33351

Additionally, copies of financial reporting packages required by PART II of this Financial Compliance Audit Attachment shall be submitted by or on behalf of the Contractor directly to each of the following:

The Council at the following address:

Areawide Council on Aging of Broward County, Inc.
5300 Hiatus Road Sunrise, FL 33351

The Auditor General's Office at the following address:
State of Florida Auditor General
Claude Pepper Building, Room 574
111 West Madison Street Tallahassee, Florida 32399-1450

Any reports, management letter, or other information required to be submitted to the Council pursuant to this contract shall be submitted timely in accordance with 2 CFR Part 200, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Contractors, when submitting financial reporting packages to the Council for audits done in accordance with 2 CFR Part 200 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Contractor in correspondence accompanying the reporting package.

PART IV: RECORD RETENTION

The provider shall retain sufficient records demonstrating its compliance with the terms of this Contract for a period of six (6) years from the date the audit report is issued, and shall allow the Council or its designee, the CFO or Auditor General access to such records upon request. The provider shall ensure that audit working papers are made available to the Council or its designee, CFO, or Auditor General upon request for a period of six (6) years from the date the audit report is issued, unless extended in writing by the Council.

END OF ATTACHMENT II

EXHIBIT 1**PART I: AUDIT RELATIONSHIP DETERMINATION**

Contractors who receive state or federal resources may or may not be subject to the audit requirements of 2 CFR Part 200 and/or Section 215.97, F.S. Contractors who are determined to be recipients or sub-recipients of federal awards and/or state financial assistance may be subject to the audit requirements if the audit threshold requirements set forth in Part I and/or Part II of Exhibit 1 are met. Providers who have been determined to be vendors are not subject to the audit requirements of 2 CFR §200.38, and/or Section 215.97, F.S. Regardless of whether the audit requirements are met, providers who have been determined to be recipients or sub-recipients of Federal awards and/or state financial assistance must comply with applicable programmatic and fiscal compliance requirements.

In accordance with 2 CFR Part 200 and/or Rule 69I-5.006, FAC, Contractor has been determined to be:

____ Vendor not subject to 2 CFR §200.38 and/or Section 215.97, F.S.

X Recipient/sub-recipient subject to 2 CFR §200.86 and §200.93 and/or Section 215.97, F.S.

____ Exempt organization not subject to 2 CFR Part 200 and/or Section 215.97, F.S. For Federal awards, for-profit organizations are exempt; for state financial assistance projects, public universities, community colleges, district school boards, branches of state (Florida) government, and charter schools are exempt. Exempt organizations must comply with all compliance requirements set forth within the contract or award document.

NOTE: If a Contractor is determined to be a recipient/sub-recipient of federal and or state financial assistance and has been approved by the Council to subcontract, they must comply with Section 215.97(7), F.S., and Rule 69I-5.006, F.A.C. [state financial assistance] and 2 CFR §200.330[federal awards].

PART II: FISCAL COMPLIANCE REQUIREMENTS

FEDERAL AWARDS OR STATE MATCHING FUNDS ON FEDERAL AWARDS. Contractors who receive Federal awards, state maintenance of effort funds, or state matching funds on Federal awards and who are determined to be a subrecipient must comply with the following fiscal laws, rules and regulations:

STATES, LOCAL GOVERNMENTS AND INDIAN TRIBES MUST FOLLOW:

2 CFR §200.416 - §200.417 – Special Considerations for States, Local Governments and Indian Tribes*

2 CFR §200.201 – Administrative Requirements**

2 CFR §200 Subpart F – Audit Requirements

Reference Guide for State Expenditures

Other fiscal requirements set forth in program laws, rules and regulations

NON-PROFIT ORGANIZATIONS MUST FOLLOW:

2 CFR §200.400 - §200.411 – Cost Principles*

2 CFR §200.100 – Administrative Requirements

2 CFR §200 Subpart F – Audit Requirements

Reference Guide for State Expenditures

Other fiscal requirements set forth in program laws, rules and regulations

EDUCATIONAL INSTITUTIONS (EVEN IF A PART OF A STATE OR LOCAL GOVERNMENT) MUST FOLLOW:

2 CFR §200.418 – §200.419 – Special Considerations for Institutions of Higher Education*

2 CFR §200.100 – Administrative Requirements

2 CFR §200 Subpart F – Audit Requirements

Reference Guide for State Expenditures

Other fiscal requirements set forth in program laws, rules and regulations

*Some Federal programs may be exempted from compliance with the Cost Principles Circulars as noted in 2 CFR §200.400(5) (c).

**For funding passed through U.S. Health and Human Services, 45 CFR 75; for funding passed through U.S. Department of Education, 34 CFR 80.

STATE FINANCIAL ASSISTANCE. Contractors who receive state financial assistance and who are determined to be a recipient/sub-recipient must comply with the following fiscal laws, rules and regulations:

- Section 215.97 & 215.971, F.S.

- Chapter 69I-5, F.A.C.

- State Projects Compliance Supplement

- Reference Guide for State Expenditures

- Other fiscal requirements set forth in program laws, rules and regulations

END OF EXHIBIT 1

EXHIBIT 2**FUNDING SUMMARY**

Note: Title 2 CFR, as revised, and Section 215.97, F.S., require that the information about Federal Programs and State Projects included in Attachment II, Exhibit 1, be provided to Contractor. Information contained herein is a prediction of funding sources and related amounts on the contract budget.

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

Program Title	Year	Funding Source	CFDA/ CSFA #	Amount
TOTAL FUNDS CONTAINED IN THIS CONTRACT:				

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

FEDERAL FUNDS:

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

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

MATCHING RESOURCES FOR FEDERAL PROGRAMS

PROGRAM TITLE	FUNDING SOURCE	CFDA	AMOUNT
TOTAL STATE AWARD			\$0

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

PROGRAM TITLE	FUNDING SOURCE	CSFA	AMOUNT
Alzheimer's Disease Initiative – Special Projects	General Revenue	65.002	\$300,000.00
Alzheimer's Disease Initiative – Specialized Day Care	General Revenue	65.002	\$48,819.00
Alzheimer's Disease Initiative - Respite	General Revenue	65.004	\$115,000.00
TOTAL AWARD			\$463,819.00

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

STATE FINANCIAL ASSISTANCE

Section 215.97 & 215.971, F.S., Chapter 69I-5, F.A.C, State Projects Compliance Supplement
Reference Guide for State Expenditures
Other fiscal requirements set forth in program laws, rules and regulations

ATTACHMENT III**ALZHEIMER'S DISEASE INITIATIVE PROGRAM****INVOICE REPORT SCHEDULE**

<u>Report Number</u>	<u>Based On</u>	<u>Due to Council On This Date</u>
1	July Advance*	July 3
2	August Advance*	July 3
3	July Expenditure Report	August 7
4	August Expenditure Report	September 5
5	September Expenditure Report	October 7
6	October Expenditure Report	November 7
7	November Expenditure Report	December 5
8	December Expenditure Report	January 8
9	January Expenditure Report	February 6
10	February Expenditure Report	March 6
11	March Expenditure Report	April 7
12	April Expenditure Report	May 7
13	May Expenditure Report	June 5
14	June Expenditure Report	July 7
15	Final Expenditure	July 24

Legend: * Advance based on projected cash need as supported by a cash-flow analysis is or other information appropriate to demonstrate the Contractor financial need for the advance.

Note # 1: Report #1 and #2 for Advance Basis Contracts cannot be submitted to the DOEA prior to July 1 or until the Contract with the Council has been executed and a copy sent to DFS.

Note # 2: Report numbers 3 through 14 will reflect an adjustment of one twelve of the total advance amount, on each of the reports respectively, repaying advances on the contract. The adjustment will be recorded in Part C, 1 of the report.

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

Note # 4: Reports submitted after the 10th of the month will be processed the following month. This rule will be enforced.

ATTACHMENT IV

The Budget Summary is Pending Approval.

ATTACHMENT V

Forms 105 and 106Sub Contractor for PSA #10
ADRC of Broward County

CONTRACT #

**RECEIPTS AND UNIT COST REPORT
PROGRAM**

PROVIDER NAME, ADDRESS, PHONE # and FEID#		FUNDING SOURCE:		THIS REPORT PERIOD	
PROVIDER NAME		Program		MONTH	
ADDRESS ADDRESS				REPORT #:	
Tel: 954-XXX-XXXX Fax: 954-XXX-XXXX FEID #: 59-XXXXXXX				CONTRACT PERIOD: CONTRACT #	
				PSA #: 10	
CERTIFICATION: I certify to the best of my knowledge and belief that the report is complete and correct and all outlays herein are for purposes set forth in the contract. Further, I certify that the attached monthly and YTD service units /undup clients' report is correct.					
Prepared By:		Date:		Approved By:	
Date:		Date:			
PART a: INCOME / RECEIPTS		A. Approved Budget	B. Actual Receipts for	C. Total Receipts Year to Date	D. % Of Approved Budget
1. Federal Funds		\$0.00	\$0.00	\$0.00	#DIV/0!
2. State Funds					
3. Program Income					
4. Local Cash Match					
5. SUBTOTAL: CASH RECEIPTS		\$0.00	\$0.00	\$0.00	#DIV/0!
6. Local In-Kind match					
7. TOTAL RECEIPTS		\$0.00	\$0.00	\$0.00	#DIV/0!
PART b: UNIT COST REPORT					
(A)	(B)	(C)	(D)	(E)	(F)
SERVICE	CONTRACT AMOUNT	UNITS	UNIT RATE	AMOUNT EARNED THIS PERIOD	AMOUNT PREV. EARNED
(G) AMOUNT EARNED YTD					
<u>FIXED SERVICES</u>					
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
	\$0.00			\$0.00	\$0.00
PART c: OTHER REVENUE / PROGRAM INCOME		A. Total - Current Month		B. Total - Year To Date	
1. CONTRIBUTIONS: (EXCLUDES CLIENT CO-PAY COLLECTIONS)		\$0.00		\$0.00	
2. CLIENT CO-PAY ASSESSED		\$0.00		\$0.00	
3. CLIENT CO-PAY COLLECTIONS		\$0.00		\$0.00	
4. INTEREST (NET AMOUNT NOT RETURNED)		\$0.00		\$0.00	
5. MATCH VALUATION (INCLUDES CASH & IN-KIND)		\$0.00		\$0.00	

PSA #10 Form 105, Dated July 1997

CONTRACT #

CASH ADVANCE AND CONTRACT PAYMENT REQUEST FORM
PROGRAM
FUNDING SOURCE

PROVIDER NAME, ADDRESS, PHONE & FEID # PROVIDER NAME ADDRESS ADDRESS Tel: 954-XXX-XXXX Fax: 954-XXX-XXXX FEID #: 59-XXXXXXX	TYPE OF REPORT: A. PAYMENT REQUEST: Regular ☒ Supplemental B. METHOD OF PAYMENT: Advance ☐ Reimbursement ☒	THIS REQUEST PERIOD: MONTH REPORT #: CONTRACT PERIOD: CONTRACT # PSA#: 10		
CERTIFICATION: I hereby certify that this request or refund conforms with the terms of the above contract.				
Prepared By:	Date:	Approved By:	Date:	
PART A: CONTRACT FUNDS SUMMARY	SERVICE	SERVICE	SERVICE	TOTAL
1. Approved Contract Amount	\$0.00	\$0.00	\$0.00	\$0.00
2. Previous Funds Requested for Contract Period	\$0.00	\$0.00	\$0.00	\$0.00
3 Contract Funds Available	\$0.00	\$0.00	\$0.00	\$0.00
PART B: CONTRACT FUNDS REQUESTED:				
1. Cash Advances (1st-2nd Months)	\$0.00	\$0.00	\$0.00	\$0.00
2. Amount Earned This Period = to PSA #10 Form 105Z Part B, Column E)	\$0.00	\$0.00	\$0.00	\$0.00
3. Total	\$0.00	\$0.00	\$0.00	\$0.00
PART C: NET FUNDS REQUESTED:				
1. Less Overadvance	\$0.00	\$0.00	\$0.00	\$0.00
2. Contract Funds Are Hereby Requested Part B Line 4 minus Part C line 1) (Not to exceed Part A Line 5)	\$0.00	\$0.00	\$0.00	\$0.00
ADVANCE EARNED	\$0.00	\$0.00	\$0.00	\$0.00
Advance Remaining	\$0.00	\$0.00	\$0.00	\$0.00

PSA #10 FORM 106, Dated July 97

AAA Office Use Only

BATCH #: _____

VENDOR ID: P-PROVIDER

DESC: PROVIDER PROGRAM MM/YYYY

ACCOUNT #: _____

CHECK # _____ CHECK DATE: _____

INPUT: _____ APPROVAL: _____

ATTACHMENT VI**CERTIFICATIONS AND ASSURANCES**

Council will not award this Contract unless Contractor completes the CERTIFICATIONS AND ASSURANCES contained in this Attachment. In performance of this Contract, Contractor provides the following certifications and assurances:

- A. Debarment and Suspension Certification (29 CFR Part 95 and 45 CFR Part 75)**
- B. Certification Regarding Lobbying (29 CFR Part 93 and 45 CFR Part 93)**
- C. Nondiscrimination & Equal Opportunity Assurance (29 CFR Part 37 and 45 CFR Part 80)**
- D. Certification Regarding Public Entity Crimes, section 287.133, F.S.**
- E. Association of Community Organizations for Reform Now (ACORN) Funding Restrictions Assurance (Pub. L. 111-117)**
- F. Scrutinized Companies Lists and No Boycott of Israel Certification, section 287.135, F.S.**
- G. Certification Regarding Data Integrity Compliance for Contracts, Agreements, Grants, Loans and Cooperative Agreements**
- H. Verification of Employment Status Certification**
- I. Records and Documentation**
- J. Certification Regarding Inspection of Public Records**

A. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTIONS.

The undersigned Contractor certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;
2. Have not within a three-year period preceding this Contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A.2. of this certification; and/or
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause of default.

The undersigned shall require that language of this certification be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients and contractors shall provide this certification accordingly.

B. CERTIFICATION REGARDING LOBBYING – Certification for Contracts, Grants, Loans, and Cooperative Agreements.

The undersigned Contractor certifies, to the best of its knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress,

an officer or employee of Congress, or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement, the undersigned shall also complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

The undersigned shall require that language of this certification be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients and contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

C. NON DISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE (29 CFR PART 37 AND 45 CFR PART 80).

As a condition of the Contract, Contractor assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

1. Section 188 of the Workforce Investment Act of 1998 (WIA), (Pub. L. 105-220), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I-financially assisted program or activity;
2. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Council.
3. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112) as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 84), to the end that, in accordance with Section 504 of that Act, and the Regulation, no otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Council.
4. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Council.
5. Title IX of the Educational Amendments of 1972 (Pub. L. 92-318), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 86), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education program or activity for which the Applicant receives Federal financial assistance from the Council.
6. The American with Disabilities Act of 1990 (Pub. L. 101-336), prohibits discrimination in all employment practices, including, job application procedures, hiring, firing, advancement,

compensation, training, and other terms, conditions, and privileges of employment. It applies to recruitment, advertising, tenure, layoff, leave, fringe benefits, and all other employment-related activities, and;

7. Contractor also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to Contractor's operation of the WIA Title I – financially assisted program or activity, and to all contracts Contractor makes to carry out the WIA Title I – financially assisted program or activity. Contractor understands that DOE and the United States have the right to seek judicial enforcement of the assurance.

The undersigned shall require that language of this certification be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients and contractors shall provide this certification accordingly.

D. CERTIFICATION REGARDING PUBLIC ENTITY CRIMES, SECTION 287.133, F.S.

Contractor hereby certifies that neither it, nor any person or affiliate of Contractor, has been convicted of a Public Entity Crime as defined in section 287.133, F.S., nor placed on the convicted vendor list.

Contractor understands and agrees that it is required to inform Council immediately upon any change of circumstances regarding this status.

E. ASSOCIATION OF COMMUNITY ORGANIZATIONS FOR REFORM NOW (ACORN) FUNDING RESTRICTIONS ASSURANCE (Pub. L. 111-117).

As a condition of the Contract, Contractor assures that it will comply fully with the federal funding restrictions pertaining to ACORN and its subsidiaries per the Consolidated Appropriations Act, 2010, Division E, Section 511 (Pub. L. 111-117). The Continuing Appropriations Act, 2011, Sections 101 and 103 (Pub. L. 111-242), provides that appropriations made under Pub. L. 111-117 are available under the conditions provided by Pub. L. 111-117.

The undersigned shall require that language of this assurance be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub recipients and contractors shall provide this assurance accordingly.

F. SCRUTINIZED COMPANIES LISTS CERTIFICATION AND NO BOYCOTT OF ISRAEL CERTIFICATION, SECTION 287.135, F.S.

In accordance with section 287.135, F.S., Contractor hereby certifies that it has not been placed on the Scrutinized Companies that Boycott Israel List and that it is not engaged in a boycott of Israel.

If this Contract is in the amount of \$1 million or more, in accordance with the requirements of section 287.135, F.S., Contractor hereby certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists and that it is not engaged in business operations in Cuba or Syria.

Contractor understands that pursuant to section 287.135, F.S., the submission of a false certification may result in the Council terminating this Contract and the submission of a false certification may subject Contractor to civil penalties, attorney's fees, and/or costs, including any costs for investigations that led to the finding of false certification.

If Contractor is unable to certify to any of the statements in this certification, Contractor shall attach an explanation to this Contract.

G. CERTIFICATION REGARDING DATA INTEGRITY COMPLIANCE FOR CONTRACT, AGREEMENTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

1. The Contractor and any Subcontractors of services under this Contract have financial management systems capable of providing certain information, including: (1) accurate, current, and complete disclosure of the financial results of each grant-funded project or program in accordance with the prescribed reporting requirements; (2) the source and application of funds for all contract supported activities; and (3) the comparison of outlays with budgeted amounts for each award. The inability to process information in accordance with these requirements could result in a return of grant funds that have not been accounted for properly.
2. Management Information Systems used by the Contractor, Subcontractors, or any outside entity on which the Contractor is dependent for data that is to be reported, transmitted or calculated, have been assessed and verified to be capable of processing data accurately, including year-date dependent data. For those systems identified to be non-compliant, Contractors will take immediate action to assure data integrity.
3. If this Contract includes the provision of hardware, software, firmware, microcode or imbedded chip technology, the undersigned warrants that these products are capable of processing year-date dependent data accurately. All versions of these products offered by the Contractor (represented by the undersigned) and purchased by the state will be verified for accuracy and integrity of data prior to transfer.
4. In the event of any decrease in functionality related to time and date related codes and internal subroutines that impede the hardware or software programs from operating properly, the Contractor agrees to immediately make required corrections to restore hardware and software programs to the same level of functionality as warranted herein, at no charge to the state, and without interruption to the ongoing business of the state, time being of the essence.
5. The Contractor and any Subcontractors of services under this Contract warrant their policies and procedures include a disaster plan to provide for service delivery to continue in case of an emergency including emergencies arising from data integrity compliance issues.

H. VERIFICATION OF EMPLOYMENT STATUS CERTIFICATION

As a condition of contracting with the Council, Contractor certifies the use of the U.S. Department of Homeland Security's E-verify system to verify the employment eligibility of all new employees hired by Contractor during the contract term to perform employment duties pursuant to this Contract and that any subcontracts include an express requirement that subcontractors performing work or providing services pursuant to this Contract utilize the E-verify system to verify the employment eligibility of all new employees hired by the subcontractor during the entire Contract term.

The Contractor shall require that the language of this certification be included in all subcontract, subgrants, and other agreements and that all subcontractors shall certify compliance accordingly.

This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract imposed by OMB Circulars A-102 and 2 CFR Part 200, and 215 (formerly OMB Circular A-110).

I. RECORDS AND DOCUMENTATION

The Contractor agrees to make available to Council staff and/or party designated by the Council any and all contract related records and documentation. The Contractor shall ensure the collection and maintenance of all program related information and documentation of any such system designated by the Council. Maintenance includes valid exports and backups of all data and systems according to Council standards.

J. CERTIFICATION REGARDING INSPECTION OF PUBLIC RECORDS

1. In addition to the requirements of Sections 10.1 of the Master Contract, and 119.0701(3) and (4) F.S., and any other applicable law, if a civil action is commenced as contemplated by section 119.0701(4), F.S., and the Council is named in the civil action, Contractor agrees to indemnify and hold harmless the Council for any costs incurred by the Council, and any attorneys' fees assessed or awarded against the Council from a Public Records Request made pursuant to Chapter 119, F.S., concerning this Contract or services performed thereunder.
 - a. Notwithstanding section 119.0701, F.S., or other Florida law, this section is not applicable to contracts executed between the Council and state agencies or subdivisions defined in section 768.28(2), F.S.
2. Section 119.01(3), F.S., states if public funds are expended by an agency in payment of dues or membership contributions for any person, corporation, foundation, trust, association, group, or other organization, all the financial, business, and membership records of such an entity which pertain to the public agency (Florida Department of Elder Affairs) are public records. Section 119.07, F.S, states that every person who has custody of such a public record shall permit the record to be inspected and copied by any person desiring to do so, under reasonable circumstances.

Additionally, I certify this organization does _____ does not _____ provide for institutional memberships.

Contractor's signature below attests that records pertaining to the dues or membership application by the Council are available of inspection if applicable, as stated above.

By execution of this Contract, Contractor must include these provisions (A-I) in all related subcontract agreements (if applicable).

By signing below, Contractor certifies the representations outlined in parts A through I above, are true and correct.

Signature and Title of Authorized Representative

Date

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

Contractor

325 NW 2nd Avenue
Deerfield Beach, FL 33441

ATTACHMENT VII**ASSURANCES—NON-CONSTRUCTION PROGRAMS**

Public reporting burden for this collection of information is estimated to average 45, minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0043), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET, SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) § 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. § 290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. §1501-1508 and 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §276a to 276a-7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. §874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. § 327-333), regarding labor standards for federally assisted construction sub agreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000.00 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §1721 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §4801 et seq.), which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 CFR Part 200.
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging	DATE SUBMITTED

ATTACHMENT VIII

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

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

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

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

2. POPULATION OF AREA SERVED. Source of data:

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

3. STAFF CURRENTLY EMPLOYED. Effective date:

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

4. CLIENTS CURRENTLY ENROLLED OR REGISTERED. Effective date:

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

5. ADVISORY OR GOVERNING BOARD, IF APPLICABLE.

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

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

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

NA YES NO
☐ ☐ ☐

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

If NA or NO, explain.

NA YES NO
☐ ☐ ☐

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

Population? If NA or NO, explain.

NA YES NO
☐ ☐ ☐

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

NA YES NO
☐ ☐ ☐

10. Are all benefits, services, and facilities available to applicants and participants in an equally effective

manner regardless of race, sex, color, age, national origin, religion, or disability? If NA or NO, explain.

NA YES NO
☐ ☐ ☐

11. For in-patient services, are room assignments made without regard to race, color, national

origin, or disability? If NA or NO, explain.

NA YES NO
☐ ☐ ☐

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

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

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

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

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

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

INSTRUCTIONS FOR THE CIVIL RIGHTS COMPLIANCE CHECKLIST

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

13. Programs/facilities must make information regarding the nondiscriminatory provisions of Title VI available to their participants, beneficiaries, or any other interested parties. This should include information on their right to file a complaint of discrimination with either the Council, the State of Florida, Department of Elder Affairs, or the U.S. Department of HHS. The information may be supplied verbally or in writing to every individual, or may be supplied through the use of an equal opportunity policy poster displayed in a public area of the facility, 45 CFR 80.6 (d).
14. Report number of discrimination complaints filed against the program/facility. Indicate the basis, e.g., race, color, creed, sex, age, national origin, disability, retaliation; the issues involved, e.g., services or employment, placement, termination, etc. Indicate the civil rights law or policy alleged to have been violated along with the name and address of the local, state, or federal agency with whom the complaint has been filed. Indicate the current status, e.g., settled, no reasonable cause found, failure to conciliate, failure to cooperate, under review, etc.
15. The program/facility must be physically accessible to disabled individuals. Physical accessibility includes designated parking areas, curb cuts or level approaches, ramps and adequate widths to entrances. The lobby, public telephone, restroom facilities, water fountains, information, and admissions offices should be accessible. Door widths and traffic areas of administrative offices, cafeterias, restrooms, recreation areas, counters, and serving lines should be observed for accessibility. Elevators should be observed for door width, and Braille or raised numbers. Switches and controls for light, heat, ventilation, fire alarms and other essentials should be installed at an appropriate height for mobility impaired individuals.
16. Section 504 of the Rehabilitation Act of 1973 requires that a recipient of federal financial assistance conduct a self-evaluation to identify any accessibility barriers. Self-evaluation is a four-step process:
 - a. With the assistance of a disabled individual/organization, evaluate current practices and policies which do not comply with Section 504.
 - b. Modify policies and practices that do not meet Section 504 requirements.
 - c. Take remedial steps to eliminate any discrimination that has been identified.
 - d. Maintain self-evaluation on file. (This checklist may be used to satisfy this requirement if these four steps have been followed.), 45 CFR 84.6.
17. Programs or facilities that employ 15 or more persons must adopt grievance procedures that incorporate appropriate due process standards and provide for the prompt and equitable resolution of complaints alleging any action prohibited by Section 504.45 CFR 84.7 (b).
18. Programs or facilities that employ 15 or more persons must designate at least one person to coordinate efforts to comply with Section 504.45 CFR 84.7 (a).
19. Continuing steps must be taken to notify employees and the public of the program/facility's policy of nondiscrimination on the basis of disability. This includes recruitment material, notices for hearings, newspaper ads, and other appropriate written communication, 45 CFR 84.8 (a).
20. Programs/facilities that employ 15 or more persons must provide appropriate auxiliary aids to persons with impaired sensory, manual, or speaking skills where necessary. Auxiliary aids may include, but are not limited to, interpreters for hearing impaired individuals, taped or Braille materials, or any alternative resources that can be used to provide equally effective services, (45 CFR 84.52 (d)).
21. Programs/facilities with 50 or more employees and \$50,000.00 in federal contracts must develop, implement, and maintain a written affirmative action compliance program in accordance with Executive Order 11246. 41 CFR 60 and Title VI of the Civil Rights Act of 1964, as amended.

ATTACHMENT IX

BACKGROUND SCREENING

DEPARTMENT OF ELDER AFFAIRS

BACKGROUND SCREENING

ATTESTATION OF COMPLIANCE - EMPLOYER

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

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

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

ATTESTATION

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

Located at _____
Street address City State Zip Code

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

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

Signature of Representative Date

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

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



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2025-196

Agenda Date: 5/20/2025

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2025/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the submission of an application to the U.S. Department of Transportation for the fiscal year 2025 Safe Streets and Roads for All Grant Program in the estimated amount of \$14,547,259.30 for the design and construction of roadway safety improvements along SW 10th Street from I-95 to S. Dixie Highway; authorizing the expenditure of 20% matching funds in the amount of \$3,636,814.81 and execution of a grant agreement, if the grant is awarded to the City; and providing for an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

On April 1, 2025, the U.S. Department of Transportation announced the availability of more than \$982 million in funding under the revised Safe Streets and Roads for All (SS4A) Grant Program. This federal initiative provides direct funding to local, regional, and Tribal governments to develop and implement strategies that prevent roadway fatalities and serious injuries. With a streamlined application process, the FY 2025 Notice of Funding Opportunity (NOFO) prioritizes practical, results-driven safety interventions, reducing administrative barriers and expediting support for communities facing urgent transportation safety challenges.

The City is committed to advancing transportation safety, equity, and connectivity by developing a comprehensive safety action plan that aligns with broader community goals and planning frameworks. This SS4A Planning and Demonstration Grant application supports efforts to address high-risk corridors, engage key stakeholders, and incorporate data-driven strategies that reduce crashes and improve safety for all users, including pedestrians, cyclists, motorists, and transit passengers. Participation in the SS4A program reinforces the City's dedication to long-term livability, multimodal access, and inclusive infrastructure design.

Current Activity

The City of Deerfield Beach intends to submit an application for the U.S. Department of Transportation's FY 2025 Safe Streets and Roads for All (SS4A) Planning and Demonstration Grant. This application represents a critical step in the City's ongoing commitment to improving roadway safety and advancing Vision Zero goals through data-driven and community-centered planning. If awarded, the grant will support the development of a design and construction of roadway safety improvements along SW 10th Street from I-95 to S. Dixie Highway. The Project will focus on reducing roadway fatalities and serious injuries for all users, including pedestrians, cyclists, transit riders, and motorists. The proposed activities aim to identify high-risk corridors, and integrate proven

safety interventions that align with the City's broader goals of resilience, equity, and sustainable urban mobility.

Recommendation

It is recommended that the City Commission authorize the submittal of the FY2025 Safe Streets and Roads for All (SS4A) Planning and Demonstration Grant application to the U.S. Department of Transportation and approve the expenditure of the required 20% matching funds and execution of a Grant agreement, if the Grant is awarded to the City.

RESOLUTION NO. 2025/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE SUBMISSION OF AN APPLICATION TO THE U.S. DEPARTMENT OF TRANSPORTATION FOR THE FISCAL YEAR 2025 SAFE STREETS AND ROADS FOR ALL GRANT PROGRAM IN THE ESTIMATED AMOUNT OF \$14,547,259.30 FOR THE DESIGN AND CONSTRUCTION OF ROADWAY SAFETY IMPROVEMENTS ALONG SW 10TH STREET FROM I-95 TO S. DIXIE HIGHWAY; AUTHORIZING THE EXPENDITURE OF 20% MATCHING FUNDS IN THE AMOUNT OF \$3,636,814.81 AND EXECUTION OF A GRANT AGREEMENT, IF THE GRANT IS AWARDED TO THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on March 7, 2023, the City Commission passed and adopted Resolution No. 2023/045 supporting the development of a Vision Zero Action Plan with the goal to eliminate traffic-related fatalities within the City; and

WHEREAS, on May 7, 2024, the City Commission passed and adopted Resolution 2024/059 approving the submission of a grant application to the U.S. Department of Transportation (“USDOT”) for Safe Streets and Roads for All Grant Funding for the implementation of permanent improvements to NE 3rd Avenue from NE 38th Street to 44th Street; and

WHEREAS, on April 1, 2025, the USDOT announced the availability of more than \$982 million in funding under the revised Safe Streets and Roads for All (“SS4A”) Grant Program with a streamlined application process, and the FY 2025 Notice of Funding Opportunity prioritizes practical, results-driven safety intervention, reduction of administrative barriers and expediting support for communities facing urgent transportation safety challenges; and

WHEREAS, the City intends to submit an application to the USDOT for the FY 2025 SS4A Planning and Demonstration Grant (the “Grant Application”) in the approximate amount of \$14,547,259.30 (the “Grant”) to be utilized by the City for the design and construction of roadway safety improvements along SW 10th Street from I-95 to S. Dixie Highway (the Project”); and

WHEREAS, the SS4A Grant requires a 20% matching fund contribution from the City, which would be in the amount of \$3,636,814.81 (the “Matching Funds”) based on the total cost of \$18,184,074.05; and

WHEREAS, if the Grant is awarded, the Project will focus on reducing roadway fatalities and serious injuries for all users, including pedestrians, cyclists, transit riders, and motorists, and focus on proposed activities aimed to identify high-risk corridors, and integrate

proven safety interventions that align with the City’s broader goals of resilience and sustainable urban mobility; and

WHEREAS, if the City is awarded the SS4A Grant funds, the City will be required to execute a grant agreement with the USDOT; and

WHEREAS, staff recommends that the City Commission authorize the submittal of the Grant Application to the USDOT, authorize the execution of a grant agreement with the USDOT, and the expenditure of the Matching Funds required under the SS4A grant program, if the SS4A Grant is awarded to the City.

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

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

Section 2. The City Commission hereby approves the submission of the Grant Application to the USDOT for the SS4A Grant in the amount of \$14,547,259.30 for the Project.

Section 3. If the Grant is awarded, the City Commission hereby authorizes and approves the City’s expenditure of the required 20% Matching Funds in the amount of \$3,636,814.81 to fund the Project.

Section 4. If the Grant is awarded to the City, the City Commission hereby authorizes the appropriate City officials to execute a Grant Agreement with the Department, subject to the terms and conditions of the SS4A Grant Agreement being acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

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

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2025.

TODD DROSKY, 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. 2025-194

Agenda Date: 5/20/2025

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2025/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an amendment to the Hazard Mitigation Subgrant Agreement with the Florida Division of Emergency Management to reinstate and extend the Agreement for the Lift Station No. 5 Project until February 28, 2026; authorizing the request for extension and execution of the Amendment; and providing for an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The HMGP Lift Station 5 Generator Project (Project Number 4668-008-R) in Deerfield Beach represents a critical infrastructure upgrade designed to strengthen the City's wastewater management system against power outages. The project involves the installation of a 200-kW diesel backup generator, a 400-amp automatic transfer switch, and the construction of an elevated concrete pad to meet South Florida Building Code standards.

This initiative is partially funded through the Hazard Mitigation Grant Program (HMGP) administered by FEMA. Once completed, the generator will provide continuous operation of Lift Station 5 during power disruptions, significantly increasing the station's resilience to natural disasters and advancing the City's overall disaster preparedness efforts.

Current Activity

The HMGP Lift Station Generator Project is progressing on schedule and remains in full compliance with the contractual terms and conditions. Supporting documentation for a no-cost extension has been prepared and is ready for submission as the City's second extension request for the Lift Station #5 Generator Phase II Project to the State of Florida, Division of Emergency Management.

RESOLUTION NO. 2025/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING AN AMENDMENT TO THE HAZARD MITIGATION SUBGRANT AGREEMENT WITH THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT TO REINSTATE AND EXTEND THE AGREEMENT FOR THE LIFT STATION NO. 5 PROJECT UNTIL FEBRUARY 28, 2026; AUTHORIZING THE REQUEST FOR EXTENSION AND EXECUTION OF THE AMENDMENT; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on May 18, 2021, the City of Deerfield Beach (the “City”) applied for the Hazard Mitigation Grant Program (“HMGP”), a grant funded by the Federal Emergency Management Agency (“FEMA”) and administered through a partnership with the Florida Division of Emergency Management (the “FDEM”); and

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

WHEREAS, the HMGP application was for the City’s purchase and installation of a permanent back-up generator at Lift Station No. 5 located at 701 SE 6th Avenue that provides sanitary sewer services (the “Project”); and

WHEREAS, the City was awarded \$112,500 under the HMGP Program and executed a subgrant agreement, Contract No. H0776 with FDEM on April 5, 2022 to implement the Project with a completion end date of February 28, 2024 (the “Agreement”); and

WHEREAS, on September 9, 2024, pursuant to Resolution No. 2024/137, the City Commission approved an amendment to the Agreement, which reinstated and extended the term of the Agreement to February 28, 2025; and

WHEREAS, although the Project has been progressing on schedule, the current Agreement term has expired and it is necessary to request a modification to the Agreement for a no-cost extension to FDEM to reinstate the Agreement and extend the Project end date to February 28, 2026 (the “Amendment”), which will provide the City the necessary time to finalize the Project and satisfy the funding requirements; and

WHEREAS, the City has received confirmation from FDEM that such request is permissible and that an Amendment to the Agreement will be required; and

WHEREAS, the City Commission finds it to be in the best interest of the City to approve, and authorize City staff to submit, a request to modify the Agreement with FDEM to reinstate and extend the Agreement until February 28, 2026 for the completion of the Project.

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

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

Section 2. The City Commission hereby approves the submission of the request to FDEM to reinstate and extend the Agreement until February 28, 2026 for the completion of the Project.

Section 3. Upon FDEM approving the extension request, the City Commission hereby authorizes the City Manager to execute the Amendment with FDEM to reinstate and extend the Agreement until February 28, 2026, subject to the terms and conditions of the Amendment being acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

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

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2025.

TODD DROSKY, 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. 2025-195

Agenda Date: 5/20/2025

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2025/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an amendment to the Hazard Mitigation Subgrant Agreement with the Florida Division of Emergency Management to reinstate and extend the Agreement for Phase II of the City Hall Retrofit and Drainage Project until February 28, 2026; authorizing the request for extension and execution of the Amendment; and providing for an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

In FY 2019, the City of Deerfield Beach was awarded a grant through the Hazard Mitigation Grant Program (HMGP) for Phase I of the City Hall Wind Retrofit and Drainage Project. The scope of this phase included preliminary engineering design, surveying, and permitting for building hardening, wind retrofitting, and drainage improvements to City Hall and its surrounding areas. Administered by the Federal Emergency Management Agency (FEMA) and managed by the Florida Division of Emergency Management (FDEM), the HMGP supports communities in implementing measures that reduce or eliminate long-term risks to people and property from natural hazards.

Following the successful completion of Phase I in FY 2022 and the submission of all required deliverables to FDEM, the project has now advanced into Phase II activities.

Current Activity

The City of Deerfield Beach requested a twelve-month extension of Subaward and Grant Agreement No. H0929 under the Hazard Mitigation Grant Program (HMGP) for the City Hall Wind Retrofit and Drainage Project (No. 4337-240-A), extending the project end date from February 28, 2025 to February 28, 2026. This critical project strengthens the City's primary government facility through wind retrofitting measures, including roof reinforcement, installation of impact-resistant windows and doors, and enhanced drainage improvements. Unforeseen delays occurred due to required updates to architectural plans for compliance with current Florida Building Code standards and the incorporation of HVAC stand modifications to protect mechanical systems. Construction and installation activities are now actively progressing, with the drainage anticipated to be completed by April 2025 and building hardening advancing toward substantial completion. The requested extension will provide the necessary time to finalize construction, address any field adjustments, and complete the programmatic and financial closeout requirements, ensuring the City's continued commitment to enhancing community resilience.

Recommendation

It is recommended that the City Commission approve and authorize execution of an amendment to Grant Agreement No. H0929 to reinstate the Agreement, and extend it through February 28, 2026 to provide for completion of the project and authorize the request for extension.

RESOLUTION NO. 2025/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING AN AMENDMENT TO THE HAZARD MITIGATION SUBGRANT AGREEMENT WITH THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT TO REINSTATE AND EXTEND THE AGREEMENT FOR PHASE II OF THE CITY HALL WIND RETROFIT AND DRAINAGE PROJECT UNTIL FEBRUARY 28, 2026; AUTHORIZING THE REQUEST FOR EXTENSION AND EXECUTION OF THE AMENDMENT; AND PROVIDING FOR AN EFFECTIVE DATE

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

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

WHEREAS, the HMGP application was for the Phase I City Hall Wind Retrofit and Drainage Project consisting of preliminary engineering design, surveying and permitting for building hardening, wind retrofitting, and drainage improvements around City Hall; and

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

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

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

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

WHEREAS, pursuant to Resolution No. 2024/155, the City Commission approved the an amendment to the Agreement, which reinstated and extended the term of the Agreement to February 28, 2025; and

WHEREAS, the current Agreement term has expired and it is necessary to request a modification to the Agreement for a no-cost extension to FDEM to reinstate the Agreement and extend the Project end date to February 28, 2026 (the “Amendment”), which will provide the City the necessary time to finalize the Phase II Project, address field adjustments, and complete the programmatic and financial closeout requirements; and

WHEREAS, the City has received confirmation from FDEM that such request is permissible and that an Amendment to the Agreement will be required; and

WHEREAS, the City Commission finds it to be in the best interest of the City to approve, and authorize City staff to submit, a request to modify the Agreement with FDEM to reinstate and extend the Agreement until February 28, 2026 for the completion of the Phase II Project.

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

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

Section 2. The City Commission hereby approves the submission of the request to FDEM to reinstate and extend the Agreement until February 28, 2026 for the completion of the Phase II Project.

Section 3. Upon FDEM approving the extension request, the City Commission hereby authorizes the City Manager to execute the Amendment with FDEM to reinstate and extend the Agreement until February 28, 2026, subject to the terms and conditions of the Amendment being acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

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

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2025.

TODD DROSKY, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK



April 28, 2025

Ms. Madison Powell
Project Manager
Bureau of Mitigation
Florida Division of Emergency Management
Madison.Powell@em.myflorida.com

Re: Period of Performance Extension (POP) Request – HMGP Contract Number 4337-240-A

Dear Ms. Powell,

The City of Deerfield Beach respectfully submits this formal request for a twelve (12) month extension of Subaward and Grant Agreement No. H0929 under the Hazard Mitigation Grant Program for the City Hall Wind Retrofit and Drainage Project No. 4337-240-A. The current agreement has expired on February 28, 2025. Approval of this request would extend the project period through February 28, 2026, allowing sufficient time to complete all remaining activities and comply with grant closeout requirements. While the Drainage phase of the project has advanced toward final restoration as of April 2025, the Wind Retrofit phase encountered delays due to necessary updates to project design plans for current building code compliance, resulting in extended permitting timelines.

Construction and installation activities for the Wind Retrofit are now underway, and the City anticipates substantial completion within the next three (3) months. The additional time requested will ensure the City can complete all scope of work elements, submit required closeout documentation, and uphold all grant programmatic and fiscal responsibilities. We appreciate the Division's continued partnership and support of the City's mitigation efforts and respectfully request favorable consideration of this extension.

Sincerely,

Rodney Brimlow
City Manager

Enclosures: Official Request Letter & Period of Performance (POP) Extension Request Form

More Than Just a Pretty Beach



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2025-188

Agenda Date: 5/20/2025

Status: DEPARTMENTAL BUSINESS

In Control: City Commission

Title

Resolution 2025/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a change order with Heavy Civil, Inc. in an amount not to exceed \$183,415.10, inclusive of a 10% owner contingency, for additional services related to parking lot improvements for the Pioneer Grove Local Activity Center Drainage Improvements Project; approving a twenty-day extension to the final completion date for the Project; providing for execution, implementation, conflicts, and an effective date. (Funds from Account #460-300-360-3800-000-53800-506031 - Improvements Other than Buildings)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$183,415.10

Account Name: Improvements Other than Buildings

Account Number: 460-300-360-3800-000-53800-506031

Background/History

The proposed project consists of modifying NE 3rd Avenue to a one-way street, between NE 1st Street and Eller Street. As NE 3rd Avenue is now part of a main sewer network which provides additional stormwater capacity to City Hall and the surrounding areas, City staff is proposing to repurpose the roadway to be a one-way north bound road. With the conversion to one-way, the City will convert a portion of the roadway to angled parking. Additional improvements involve re-configuring a portion of the BSO parking lot directly facing NE 3rd Avenue to a public parking area.

Current Activity

Resolution No. 2023/181 was approved by the City Commission on January 10, 2024. The intent of this resolution was to improve the storm water capacity of City Hall and the surrounding area. This included construction of a storm sewer network, dry retention, exfiltration trench, milling and resurfacing of asphalt and concrete improvements. This work is substantially complete.

Recommendation

It is recommended that the City Commission of the City of Deerfield Beach approve a change order with Heavy Civil, in an amount not to exceed \$183,415.10, for the stormwater and roadwork improvements on NE 3rd Avenue and adjacent BSO parking lot.

RESOLUTION NO. 2025/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING A CHANGE ORDER WITH HEAVY CIVIL, INC. IN AN AMOUNT NOT TO EXCEED \$183,415.10, INCLUSIVE OF A 10% OWNER CONTINGENCY, FOR ADDITIONAL SERVICES RELATED TO PARKING LOT IMPROVEMENTS FOR THE PIONEER GROVE LOCAL ACTIVITY CENTER DRAINAGE IMPROVEMENTS PROJECT; APPROVING A TWENTY DAY EXTENSION TO THE FINAL COMPLETION DATE FOR THE PROJECT; PROVIDING FOR EXECUTION, IMPLEMENTATION, CONFLICTS, AND AN EFFECTIVE DATE

WHEREAS, the City issued Request for Proposals No. 23-18-BA (the “RFP”) for the Pioneer Grove Local Activity Center Drainage Improvements Project, as further detailed in the RFP (the “Project”); and

WHEREAS, on November 14, 2023, the City Commission approved the Evaluation Committee ranking with Heavy Civil, Inc. (“Heavy Civil”) as the top ranked firm, and authorized execution of an agreement with Heavy Civil for the Project; and

WHEREAS, on January 10, 2024, the City entered into an agreement with Heavy Civil for the Project (the “Agreement”); and

WHEREAS, the Project improvements include the construction of a storm sewer network that extends from NE 3rd Avenue and NE 1st Street, improvements to the stormwater drainage around City Hall, construction of a dry detention area, exfiltration trenching, milling and resurfacing asphalt pavement, concrete work, and miscellaneous drainage improvements along NE 2nd Avenue; and

WHEREAS, the City Hall’s parking lot is located in the vicinity of the Project and part of the Project includes improving the stormwater drainage around City Hall; and

WHEREAS, as the Project has been progressing, there have been impacts to the City Hall parking lot, and City staff has determined that roadwork and parking lot improvements, such as milling and resurfacing of asphalt pavement is necessary to adequately address the parking area; and

WHEREAS, in evaluating the Project and the current parking lot, City staff has determined that an expansion of the parking lot with designated parking spaces for both employees and the public would support the Project, improve stormwater drainage and the storm sewer network around City Hall, and help to alleviate the congestion within the parking lot (the “Improvements”); and

WHEREAS, the Improvements would consist of modifying NE 3rd Avenue to a one-way street between NE 1st Street and Eller Street, which would allow for 17 new angled parking spaces for the public, as well as modifying the current layout of the adjacent BSO parking lot, which will provide for 21 new parking spaces designated for City staff; and

WHEREAS, these Improvements are beneficial to the storm sewer network being constructed; and

WHEREAS, Heavy Civil provided City staff with a proposal for a Change Order to construct the Improvements for a total change order cost of \$183,415.10, which includes a 10% Owner contingency, and a request for a 20-day extension of time to the final completion date of the Project to complete the Improvements; and

WHEREAS, Section 38-120 of the City Code requires City Commission approval for change orders to construction contracts that increase the contract amount more than \$30,000 or ten percent of the original construction contract amount; and

WHEREAS, City staff recommends that the City Commission approve a change order to the Agreement with Heavy Civil in the amount of \$183,415.10, for Heavy Civil to provide the Improvements and complete the storm sewer network, with a 20-day extension of time to the Project completion date (the “Change Order”).

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

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

Section 2. The City Commission hereby approves the Change Order with Heavy Civil in an amount not to exceed \$183,415.10, inclusive of a 10% Owner Contingency, for the Improvements, and a 20-day extension to the final completion date for the Project.

Section 3. The appropriate City officials are authorized to execute the Change Order with Heavy Civil in an amount not to exceed \$183,415.10, which includes a 10% Owner Contingency.

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

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

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2025.

TODD DROSKY, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK



8230 210th St S, Suite 215, Boca Raton, FL 33433

Office: 954-597-6443/786-200-1223 Cell

todd@heavycivilinc.com or tiffany@heavycivilinc.com

www.heavycivilinc.com

Change Order Request No. 25

April 21, 2025

City of Deerfield Beach
401 SW 4th Street
Deerfield Beach, FL 33441

RE: Pioneer Grove

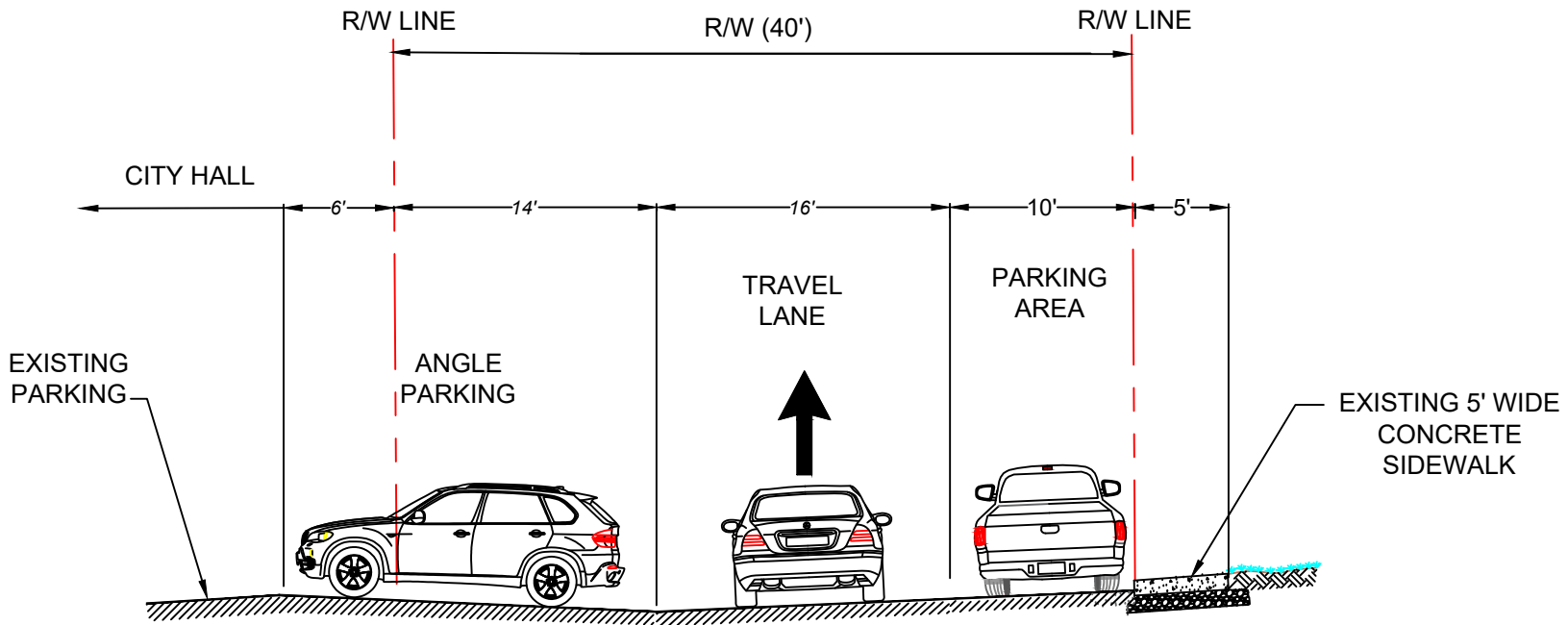
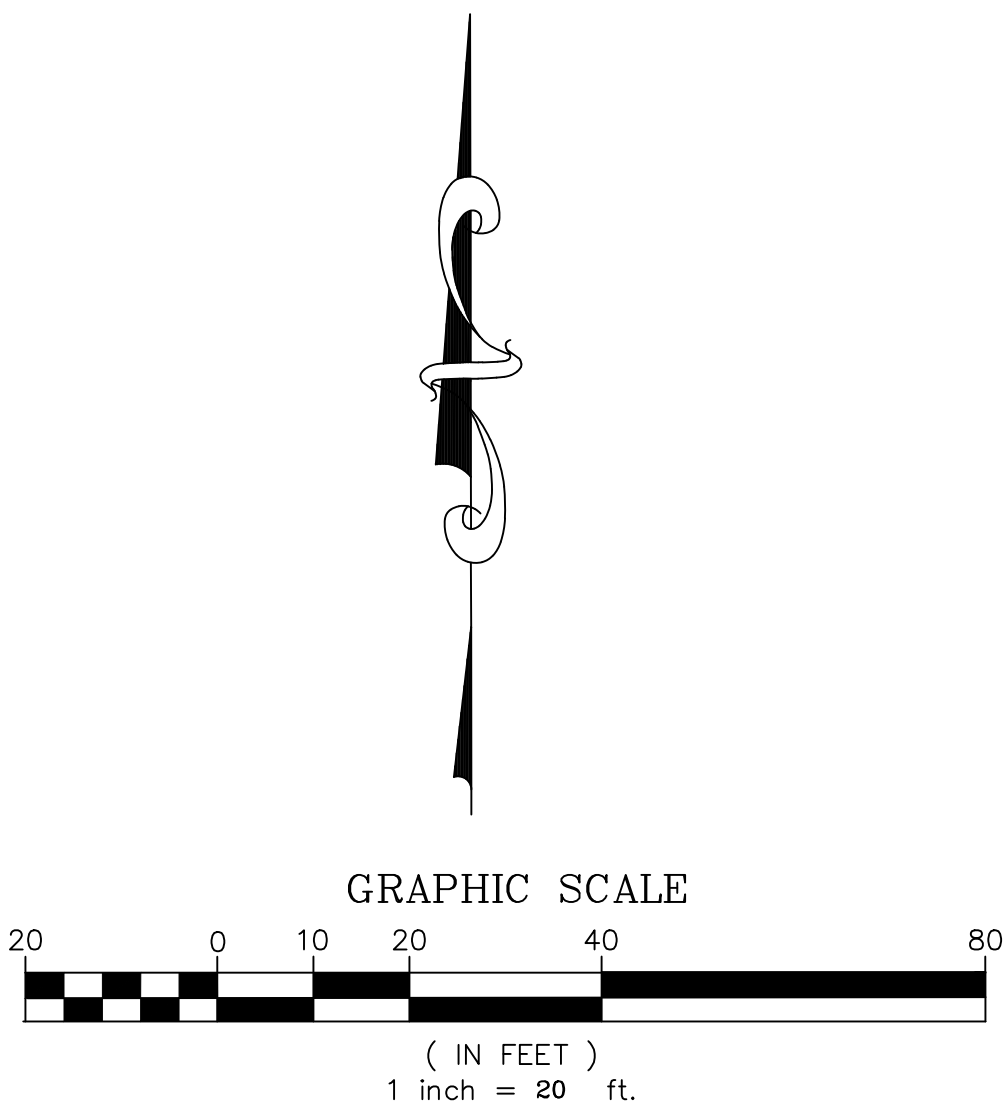
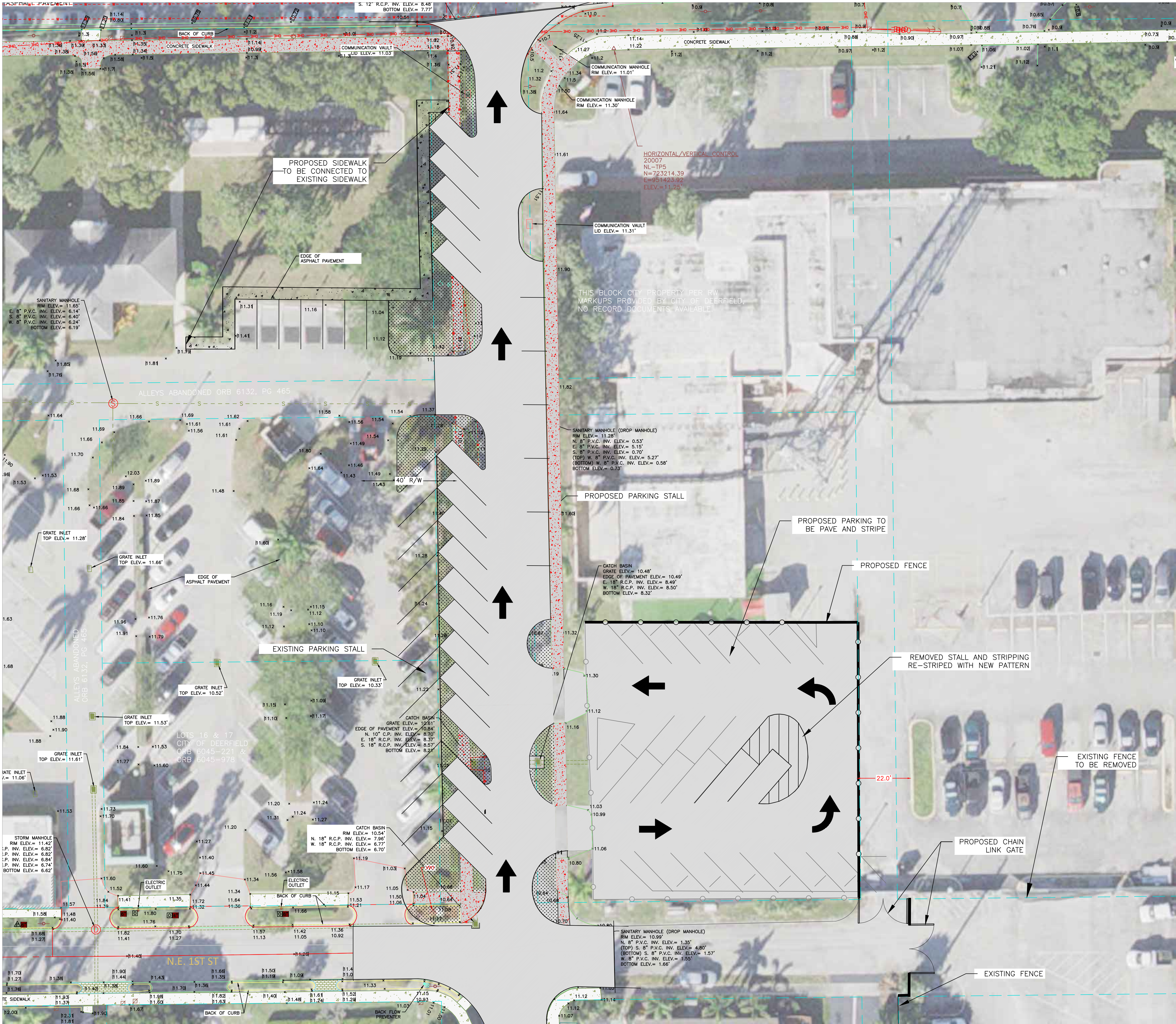
This change order is for 3rd Avenue, Deerfield.

Supervision and Mobilization	\$10,000.00
Mill proposed ROW on 3 rd Ave. Approx 12800 SF	
Mill 1 inch and resurface with SP 9.5 Mix	\$10,200.00
Clear and Grub 10577 SF	
Clear area for parking stalls and proposed sidewalk	\$20,181.00
Rock base 5000 SF	
Excavate and export existing rock base 5000 SF	
Install and compact new Rock base 5000SF	\$33,024.00
1 inch Asphalt resurface 12800 SF	
Pave back 1 inch of SP 9.5 Asphalt	\$45,745.00
Striping LS	
48 EA Parking stalls	
8 EA Arrows white paint	

2 EA Crosswalk white paint Remove and reinstall wheel stops	\$5,600.00
4-inch sidewalk 1134 SF Form and pour 4-inch sidewalk	\$8,316.00
Chain like fence 6 feet high 375 LF of chain link fence 2 sliding commercial grade gates	\$24,825.00
Regrade areas and resod affected 2400 SF Regrade affected green areas and sod	\$8,850.00

Grand Total:	\$166,741.00
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Heavy Civil is requesting 20 days extension of time



PRELIMINARY DESIGN

				CITY OF DEERFIELD BEACH ENGINEERING / UTILITIES DEPARTMENT
REVISIONS		DATE	BY	
PROJECT #				
DESIGNED BY: A.O. DRAWN BY: W.L. CHECKED BY: J.F.				CITY HALL PARKING 150 NE 2 AVENUE AERIAL DRAWING
				SCALE: 1" = 20' DATE: APR., 2025 SHEET 1 OF 1 1