



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

November 18, 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: October 21, 2025

ACKNOWLEDGEMENT OF CITY BOARD MINUTES

Affordable Housing Advisory Committee Meeting Minutes

Attachment: August 5, 2025

Code Compliance Meeting Minutes

Attachment: October 7, 2025

Community Appearance Board Meeting Minutes

Attachment: October 8, 2025

APPROVAL OF THE AGENDA

November 18, 2025

ZOOM INFORMATION

Join Zoom Meeting by clicking the below link:

<https://deerfield-beach.zoom.us/j/81116903734?pwd=DVSlihQr8yY6xZFaT3hz6gbK3fOLKk.1>

Join Zoom Meeting via telephone by dialing:

Call-in Number: (305) 224-1968

Meeting ID: 811 1690 3734#

Participant ID: #

Passcode: 249192#

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. **Certificate of Recognition presented to various city staff for their outstanding leadership and exceptional dedication to the City.**

Sponsor: Vice Mayor Preston

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

Sponsor: BSO - Law Enforcement

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

- 3. Resolution 2025/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, appointing Darlene Swaffar as a regular member to the Charter Review Board and removing Hans Bodewig from the 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 Plaut

Attachment: Charter Review Board

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

- 4. Resolution 2025/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the software subscriber agreement with Park Loyalty, Inc. for parking and traffic enforcement software and services for a three-year term with one-year renewal options thereafter; authorizing execution of the Agreement with Park Loyalty, Inc. in an annual amount not to exceed \$42,750.00, for a total aggregate amount not to exceed \$128,250.00 during the initial three-year term; providing for implementation and an effective date. (*Funds from Account #100-400-210-8904-000-58900-503937 - Bank Charges*)**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Office of Public Safety

Attachment: Park Loyalty, Inc.

- 5. 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. for repair services for the City's Vac-Con sewer cleaning vacuum truck in an amount not to exceed \$31,954.78 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 #401-300-360-3603-000-53600-503105 - Repairs and Maint Equipment*)

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: Southern Sewer Equipment Sales and Service, Inc.

- 6. Resolution 2025/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the issuance of a purchase order to Evoqua Water Technologies, LLC to furnish maintenance services for the Water Treatment Plant's chlorine emergency scrubber system in an amount not to exceed \$38,570.00 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 #401-300-360-3602-000-53600-503105 - Repairs and Maint Equipment*)**

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: Evoqua Water Technologies, LLC

- 7. Resolution 2025/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the fiscal year 2026 funding agreement with the Deerfield Beach Historical Society, Inc. for Phase III of the Butler House Rehabilitation Project in an amount not to exceed \$200,000.00; authorizing execution of the Funding Agreement; providing for implementation and an effective date. (*Funds from Account #100-500-640-5400-000-55400-504094 - Other Community Contributions*)**

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: Deerfield Beach Historical Society, Inc.

- 8. Resolution 2025/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving Contract #JA126-06-2026 with the Areawide Council on Aging of Broward County, Inc. for the Older Americans Act Programs in an amount not to exceed \$203,142.86 and a city matching fund contribution of \$88,571.43 for total program funding of \$291,714.29; authorizing execution of the Contract; providing for implementation 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 Community Services

Attachment: Older Americans Act Programs

- 9. Resolution 2025/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving and adopting the 2025-2028 Title VI Plan; providing for conflicts, implementation and an effective date.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Community Services

Attachment: Title VI Plan

- 10. Resolution 2025/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, authorizing the carry forward of American Rescue Plan Act Funding in the amount of \$2,827,257.00 to fund completion of the ARPA Projects, and the carry forward of \$50,000.00 of general funds for ARPA contractual services from the 2025 fiscal year budget to the 2026 fiscal year budget; providing for implementation 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 Community Services

Attachment: ARPA Projects

DEPARTMENTAL BUSINESS

- 11. Motion and consideration to direct the City Manager to execute a contract with the Urban**

Land Institute (ULI) to provide a Technical Advisory Panel to review and provide recommendations regarding Article XI "Beach Development" of the City Charter.

Suggested Action: Motion on decision of Commission

Sponsor: Office of the City Manager

Attachment: Urban Land Institute

COMMENTS BY ADMINISTRATION & LEGAL

CITY COMMISSION BUSINESS

12. ORDINANCE 2025/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING SECTIONS 2-377 "CODE ENFORCEMENT CITATION PROCEDURES" AND 2-378 "SCHEDULE OF CIVIL PENALTIES" OF ARTICLE VI "CODE ENFORCEMENT" OF CHAPTER 2 "ADMINISTRATION" OF THE CITY CODE OF ORDINANCES TO ESTABLISH THE PROCESS AND PENALTIES FOR ENFORCEMENT OF SNIPE SIGN VIOLATIONS AND OTHER CODE VIOLATIONS RELATED TO TEMPORARY SIGNS BEING INSTALLED IN THE PUBLIC RIGHTS-OF-WAY OR ON CITY PROPERTY; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

Suggested Action: Commission to vote on Ordinance and set public hearing for December 2, 2025

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

Sponsor: Mayor Drosky

Attachment: Snipe Sign Violations

COMMENTS BY MAYOR & CITY COMMISSION
--

ADJOURNMENT

FUTURE CITY COMMISSION MEETINGS

Regular City Commission Meeting - Tuesday, December 2, 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, October 21, 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 7:01 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 - September 15, 2025

MOTION was made by Commissioner Hudak, seconded by Commissioner Plaut 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 Appearance Board Meeting Minutes - September 10, 2025
African American Heritage Board Meeting Minutes - September 11, 2025
Code Compliance Meeting Minutes - September 9 & 23, 2025
Hillsboro Inlet District Meeting Minutes - September 15 (Regular), September 15 (1st Reading Budget), & September 22 (2nd Reading Budget), 2025

MOTION was made by Commissioner Hudak, seconded by Commissioner Plaut, 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

October 21, 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. Proclamation presented to Deerfield Beach High school in recognition of Florida League of Cities Government Week.

Mayor Drosky presented the proclamation to Mahaleigha Goddard in recognition of Florida League of Cities Government Week.

PRESENTATIONS

2. Presentations by the International City/County Managers Association (ICMA) Young Southeast Asian Leaders Initiative (YSEALI) Professional Fellows Program.

Chad Grecsek, Director of Municipal Services, introduced Amonnat Noiyeen, Thailand, and Yuthmaryna Phon, Cambodia, who are the fellows the City is hosting through the International City/County Manager Association and Young Southeast Asian Leadership Initiative. Thereafter, he thanked city staff for their efforts.

Hillary Silverstone, Sustainability Coordinator, thanked Ms. Noiyeen and Ms. Phon for their efforts while in Deerfield Beach.

Thereafter, each provided a brief presentation on what they've learned and how it will be implemented moving forward.

PUBLIC COMMENT

Chief Brad Masters, District Fire Chief, commended fire rescue staff for their efforts on a call.

Dan Herz, 330 SE 19th Avenue, Deerfield Beach, commented on the ongoing negotiations with BSO. Thereafter, he recommended that Vice Mayor Preston lead the negotiation process. Lastly, he asked why the State of the City has not been added to the website calendar.

Julie Rodriguez, 150 SE 7th Street, Deerfield Beach, expressed concerns regarding the trees on 2nd Avenue and 7th Street. Thereafter, she asked how the City is spending the money from the school speed zone cameras.

Major Christopher DeGiovanni, 2601 W. Broward Blvd., Fort Lauderdale, commended the City for the Fellows Program. Thereafter, he reminded the Commission that he is willing to engage with the City regarding the BSO contracts, and commented on his due diligence with all of BSO's municipal partners.

Janice Fulmore-Tigner, 1090 SW 4th Terrace, Deerfield Beach, thanked the City and the American Cancer Society for their collaboration with the Church of the Living God on the breast cancer walk. Thereafter, she briefly commented on the history of the event, and thanked everyone involved.

Gloria Battle, 1240 SW 6th Way, Deerfield Beach, commended city staff for their efforts with removing trees and cleaning up a sign.

Joe Cummings, 267 Oakridge P, Deerfield Beach, commented on the upcoming stormwater projects in the western portion of the City. Thereafter, he commented on the stormwater fee and usage of funds.

PUBLIC COMMENT - CONTINUED

Roger Freitag, 418 SE 2nd Street, Deerfield Beach, thanked the City for replacing the street lights on US1 from Hillsboro to SW 10th Street. Thereafter, he recommended adding speed cameras to Century Village. Lastly, he asked if the current contracts will be provided to the residents during the public safety workshops.

Jonathan Ounjian, 1938 NE 6th Street, Deerfield Beach, commented on the school speed zone cameras, economic development, and BSO negotiations.

Lisa Earhart, 1820 SE 2nd Street, Deerfield Beach, commented on an issue that occurred with a fire hydrant while she was home.

Willie Rosetta Graham Bracy, 501 NW 1st Terrace, Deerfield Beach, expressed concerns with the traffic being blocked at 3rd Avenue and Hillsboro. Thereafter, she commended city staff for their efforts with tree trimming and the Palms for their efforts with a bee issue.

Demetrius Givens, 1150 SW 7th Avenue, Deerfield Beach, said he is honored to be a part of the Deerfield Beach community, and expressed gratification with giving back to his community. Thereafter, he spoke in support of the various activities being provided to the youth. Lastly, he briefly commented on Joy Fest.

Pastor Ron Harper, 432 SW 10th Court, Deerfield Beach, thanked the City, as well as Vice Mayor Preston for their efforts prior to and during the backpack giveaway. Thereafter, he briefly commented on the Joy Fest event.

Gwendolyn Clarke-Reed, 1430 SW 6th Avenue, Deerfield Beach, thanked Mayor Drosky for implementing the connect cards, as they are extremely informative. Thereafter, she asked that they be placed at all city facilities, as well as the local churches.

CONSENT - BOARD APPOINTMENTS

3. **Resolution 2025/183 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, appointing Takiyah Jenkins to the Affordable Housing Advisory Committee to fulfill an unexpired term; and providing for an effective date.**
4. **Resolution 2025/184 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, appointing Najaim Musto to the City of Deerfield Beach Non-Uniformed Employees Retirement Committee to fulfill a vacancy on the Committee; providing for an effective date.**
5. **Resolution 2025/185 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, appointing Steve Rossman as the fifth member to the Board of Trustees of the Municipal Police Officers' Retirement Trust Fund of the City of Deerfield Beach to fulfill an unexpired term; providing for an effective date.**
6. **Resolution 2025/186 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, confirming the election results for a member to the Board of Trustees of the Municipal Police Officers' Pension Retirement Trust Fund; providing an effective date.**

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

In response to Commissioner Shanetzky's question, Rodney Brimlow, City Manager, replied that Items 5 & 6 do not impact BSO's contract, nor any other service provider.

MOTION was made by Commissioner Hudak, seconded by Vice Mayor Preston, to approve Items 3 - 6 in concert. Voice Vote:

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

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

Mayor Drosky opened the public hearing on Items 7 - 11.

Roger Freitag, 418 SE 2nd Street, Deerfield Beach, asked if composting cans can be placed near the venues for Items 10 & 11.

Melvin Nass, 3081 Oakridge U, Deerfield Beach, spoke in support of Items 10 & 11.

Emily Lilly, 800 S. Ocean Blvd., Deerfield Beach, spoke in support of Items 10 & 11. Thereafter, she provided a brief overview of her background in agriculture and farming, as well as the history of farmers markets in Boca Raton.

Mayor Drosky closed the public hearing.

Commissioner Shanetzky commented on Items 8 - 11.

MOTION was made by Commissioner Hudak, seconded by Commissioner Shanetzky, to approve Items 7 - 11 in concert. Roll Call:

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

7. **Resolution 2025/187 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a work authorization with Kenneth R. Carlson - Architect, P.A. to provide professional architectural and engineering services related to the interior renovations to the Planning and Zoning Department and Building Department offices in an amount not to exceed \$48,050.00; authorizing carry forward of funding for the Work Authorization; providing for execution and an effective date. (Funds from Account #100-100-150-1500-000-51500-503299 - Other Contractual Services)**
8. **Resolution 2025/188 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an agreement with Shiff Construction and Development, Inc. utilizing the Sourcewell, Inc. invitation for bids #FL-092524 and Job Order Contract No. FL-R6-GC-092524-SCD for the removal and replacement of eight shower towers on Deerfield Beach in an amount not to exceed \$124,405.66; providing for execution and an effective date. (Funds from Account #100-100-360-1901-000-51900-506031 - Impr Other than Buildings)**
9. **Resolution 2025/189 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the award of ITB #25-032 for vending machine services to Compass Group USA, Inc.; authorizing execution of a contract with Compass Group USA, Inc., the responsive and responsible bidder with the highest revenue share to the City, for a three-year term with two additional one-year renewal options; and providing an effective date. (Fiscal Impact - Revenue)**
10. **Resolution 2025/190 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the special event permit application submitted by Premier Productions, LLC. to host the "Original Green Market" special event taking place within Trail Plaza located at 1801 W. Hillsboro Boulevard every Saturday during the months of October 2025 through April 2026 from 9:00 am to 1:00 pm; providing for an effective date.**
11. **Resolution 2025/191 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the special event permit application submitted by Real Food Boca, LLC, to host a farmers market taking place on the northwest side of the Cove Shopping Plaza every Saturday during the months of October 2025 through May 2026 from 9:00 am to 1:00 pm; authorizing execution of a parking lot license agreement for use of the City's parking area; providing for an effective date.**

DEPARTMENTAL BUSINESS

- 12. ORDINANCE 2025/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, ADOPTING AN AMENDMENT TO THE CITY BUDGET FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2025; APPROVING DEPARTMENTAL BUDGET TRANSFERS WITHIN THE GENERAL FUND AND REDUCING APPROPRIATIONS TO THE 2018 CONSTRUCTION REVENUE BOND FUND BY \$4,685,443, AS SET FORTH IN EXHIBIT "A"; APPROVING REDUCING APPROPRIATIONS TO THE COMMUNITY DEVELOPMENT BLOCK GRANT FUND BY \$10,000 AND PROVIDING FOR A SUPPLEMENTAL APPROPRIATION TO THE SHIP GRANT FUND IN THE AMOUNT OF \$10,000, AS SET FORTH IN EXHIBIT "A"; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.**

The Ordinance was read by title only.

Rodney Brimlow, City Manager, provided a brief overview of Item 12.

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

MOTION was made by Commissioner Hudak, seconded by Commissioner Shanetzky, to approve Item 12 on first reading. Roll Call:

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

Nays: 0

COMMENTS BY ADMINISTRATION & LEGAL

CITY ATTORNEY - *None.*

CITY MANAGER

Slanderous Comments - Rodney Brimlow, City Manager, commented on recent comments made and encouraged anyone within the community to reach out to their elected officials, as they are the best resource. Additionally, he urged everyone to do their own research.

CITY COMMISSION - BUSINESS

- 13. Resolution 2025/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, amending Resolution 2018/014 relating to rules of procedure for commission meetings to require a majority vote of the City Commission to extend city commission meetings past midnight; providing for conflicts and an effective date.**

The Resolution was read by title only.

Commissioner Hudak said although it's rare the meetings go past midnight, this resolution will provide the Commission with the ability to pause the meeting if it appears deliberations will take longer than anticipated and reconvene at a future date, rather than continuing until 2:00 a.m. to allow everyone to return with a fresher mindset.

Vice Mayor Preston said although he understands the intent, debate is healthy, needed, and sometimes long; therefore, he spoke in opposition to the Resolution.

Commissioner Shanetzky said it's this commissions job to ensure everyone's voice is heard when matters are discussed, and although some items may be debated longer than others, the Commission has the ability to table items; therefore, he spoke in opposition to the Resolution.

Commissioner Plaut said this commission meets twice a month, and it's important that we keep the pace and ensure things are getting accomplished, whereas, he agreed that it is very rare for meetings to go past midnight; therefore, he spoke in opposition to the Resolution.

CITY COMMISSION - BUSINESS - CONTINUED

Mayor Drosky expressed concerns with pausing items to a future date, as some have noticing requirements. Additionally, he agreed that we are here to debate and stated that this is a business meeting, so everyone must ensure they are knowledgeable about the items. Mayor Drosky said there are things that can be implemented to run the meetings more efficiently, i.e. process for proclamations, reducing commission comments, etc.

Commissioner Hudak said this resolution is not to stop debate, nor to push items, whereby, this resolution will provide the Commission with an opportunity to decide at midnight whether to continue or not. Furthermore, this will allow the Commission to recompose themselves and make decisions with a clearer mindset.

In response to Commissioner Hudak's question, Anthony Soroka, City Attorney, provided a brief explanation of tabling vs. deferring an item.

Mayor Drosky opened the public hearing.

Gloria Battle, 1240 SW 6th Way, Deerfield Beach, said she understands both sides, but agreed that a clear mindset is crucial when making decisions. Further, she suggested that the agenda not include multiple controversial items.

Gwendolyn Clarke-Reed, 1430 SW 6th Avenue, Deerfield Beach, said there was something previously in place requiring that the Commission decide whether or not to go past 11:00 p.m. Further, she agreed with ensuring that the agenda is properly setup, so that there is not more than one controversial item. Additionally, she asked that the controversial items be placed up front.

Mayor Drosky closed the public hearing.

Commissioner Hudak stated that this commission must be cognizant of people's time as well, whereby, this resolution will allow the Commission to decide if it's more appropriate to finish the discussion on another day. Thereafter, he recommended deferring the item to allow his colleagues to have more time to think about it.

MOTION was made by Commissioner Hudak, seconded by Vice Mayor Preston, to defer Item 13 to November 4, 2025. Roll Call:

Yeas: 4 - Commissioner Hudak, Commissioner Shanetzky, Vice Mayor Preston, and Mayor Drosky
Nays: 1 - Commissioner Plaut

COMMENTS BY MAYOR & CITY COMMISSION**MAYOR DROSKY**

BSO Contracts - Mayor Drosky explained that Vice Mayor Preston suggested reengaging BSO at the last meeting and although he was in opposition to the substance of the motion, he was not against the concept; therefore, he requested that the Commission direct the City Attorney to engage with BSO and bring back the best contract, so this commission has all options once the workshops have concluded.

Vice Mayor Preston spoke in support of directing the City Attorney and City Manager to engage with BSO.

Commissioner Hudak said although we are in the transition period, there has never been direction to not engage with BSO; however, he expressed concerns with BSO not adhering to the contractual obligations. Thereafter, he commented on the contract recommendations provided to municipalities by BSO, whereby, entering into a contract without a cap is fiscally irresponsible.

Mayor Drosky agreed and shares the same concerns, whereby, his suggestion is to have the City Attorney bring forward the best possible contract for us to decide upon.

COMMENTS BY MAYOR & CITY COMMISSION - CONTINUED

In response to various comments made by the City Commission, Anthony Soroka, City Attorney, clarified that the City Commission is looking for contracts with an effective date of April 1, 2026. Additionally, the City Commission is looking to have the contracts ready by the time the study is completed.

Commissioner Shanetzky spoke in support of having the City Attorney engage with BSO, and ensuring that the Commission has the contracts at the same time as the study. Further, he requested that an update be provided at each commission meeting.

Mayor Drosky spoke in opposition to having an update at every meeting, as it dilutes the negotiation process. Further, he stated that the City Manager must be included in the negotiation process.

Commissioner Plaut agreed with Commissioner Hudak. Thereafter, he commented on the negotiation process thus far, and spoke in support of the City Attorney and City Manager bringing forth the best possible option.

Commissioner Hudak agreed with Mayor Drosky, whereby, the City Manager must be included in the process. Thereafter, he commented on the contracts the City has received thus far, which have not changed.

Vice Mayor Preston continued to express support in directing the City Attorney and City Manager to engage with BSO, whereas, this community deserves to see and review all options, so a decision can be made and this ongoing issue can be put to rest.

Mayor Drosky opened the public hearing.

Joe Cummings, 267 Oakridge P, Deerfield Beach, said negotiations have been ongoing, whereby, the Sheriff's tirades have muddled the process. Thereafter, he continued to express frustrations with the negotiating process thus far.

Thomas Noland, 406 SE 8th Avenue, Deerfield Beach, spoke in support of the negotiation process.

Major Christopher DeGiovanni, 2601 W. Broward Blvd., Fort Lauderdale, reminded the Commission that the contractual increases were related to pay scales for the first responders assigned to Deerfield Beach. Further, he said this is a standalone contract, whereby, BSO is not subsidizing Deerfield Beach's contract with county funds or another municipality. Thereafter, he stated that he will continue to work with city staff on contract negotiations.

Terry Scott, 180 SW 3rd Avenue, Deerfield Beach, commended public safety staff for their efforts, but spoke in opposition to the Sheriff's tirades. Thereafter, he spoke in support of the City Manager being included in the negotiation process and encouraged the Sheriff to come to city hall to address the community.

Gwendolyn Clarke-Reed, 1430 SW 6th Avenue, Deerfield Beach, wants assurance that the City Manager will be included in the negotiation process. Thereafter, she hopes the motion will provide clarity to everyone as to what is going on.

Mayor Drosky closed the public hearing.

In response to Commissioner Hudak's questions, Mr. Soroka replied that the contract received a few months ago had a consideration number proposed, which was uncapped. Further, the City is now in the transition period, so actual costs are being paid.

Commissioner Hudak stated that there have been comments made about public safety staff not receiving their increases due to BSO not receiving their budget request from the County, which is concerning. Further, he met with the Sheriff and his staff because he was told that not all information had been provided, which was incorrect, whereas, everything presented had already been presented to him and the residents by the City Manager. Thereafter, he expressed frustration with the Sheriff not addressing this commission as a whole.

COMMENTS BY MAYOR & CITY COMMISSION - CONTINUED

Commissioner Shanetzky said the emotions need to be taken out of the equation. Thereafter, he continued to speak in support of moving forward negotiating a best offer.

Vice Mayor Preston said although Commissioner Shanetzky is right about pushing past emotions, he understands Commissioner Hudak and Plaut's stance; nevertheless, he is requesting that they consider a reset on behalf of the residents.

MOTION was made by Vice Mayor Preston, seconded by Commissioner Shanetzky, directing the City Attorney and City Manager to negotiate a contract for police and fire services with BSO that would have a term commencing on April 1, 2026, and the term would be 4½ years. Roll Call:

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

Nays: 0

COMMISSIONER HUDAK**DISTRICT 1**

S-Curve - Commissioner Hudak commented on the new business openings and encouraged everyone to check them out.

City Events - Commissioner Hudak said the Haunted Arboretum is Friday, October 24th; some sessions still have availability. The Italian Festival is on November 1st, whereby, an Italian Mayor will be in attendance.

COMMISSIONER SHANETZKY**DISTRICT 3**

District 3 - Commissioner Shanetzky provided various updates on ongoing projects and events throughout his district.

Tam O'Shanter - Commissioner Shanetzky said a community meeting will be held in December to discuss the golf course.

S-Curve - Commissioner Shanetzky said a business owner stated that the lights are out on the eastside.

City of Pompano Beach Public Safety Workshops - Commissioner Shanetzky provided a brief overview of the workshops, whereby, their study will be completed by March 2026.

City Hall Upgrades - Commissioner Shanetzky commended staff on the upgrades.

American Legion Commander 162 - Commissioner Shanetzky said he is working with the City Manager to setup teddy bear collections at city facilities.

COMMISSIONER PLAUT**DISTRICT 4**

City Events - Commissioner Plaut said the State of the City will be held on November 6th. Thereafter, he encouraged everyone to get their tickets.

VICE MAYOR PRESTON**DISTRICT 2**

Thank You - Vice Mayor Preston thanked his colleagues for listening. Thereafter, he encouraged the Major to take what was said this evening back to the Sheriff.

Breast Cancer Walk - Vice Mayor Preston said the event will occur on Saturday, October 25th at 12:00 p.m. at Oveta McKeithen. Thereafter he encouraged everyone to attend.

Packer Rattlers - Vice Mayor Preston commended the Packer Rattlers for their efforts, as many teams made the playoffs.

Speed Zone School Cameras - Vice Mayor Preston commented on calls he's received and suggested that it be revisited.

ADJOURNMENT

There was no additional business to discuss.

MOTION was made by Vice Mayor Preston, seconded by Commissioner Hudak, to adjourn the meeting at 10:01 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

Affordable Housing Advisory Committee (AHAC)

Meeting Minutes

Monday, August 4, 2025
Hillsboro Community Center

Call to Order and Roll Call

Mr. Bennett called the meeting to order at 6:30 pm.

Members Present: Vice Mayor Ben Preston
Brian Bennett
Carolyn McNamara
Kiana Morris
Patricia O'Neil
Paula Cook

City Staff Present: Arlene Walcott, Community Services Department
Lauren Noland, Community Services Department
Debra Reese, City Attorney's Office

A quorum was established.

Approval of Minutes

MOTION made by Carolyn McNamara and seconded by Vice Mayor Preston to approve the May 19, 2025, meeting minutes. The MOTION carried unanimously.

Welcome New AHAC Member

Brian Bennett introduced Kiana Morris, Deerfield Beach Housing Authority, as a new Affordable Housing Advisory Committee (AHAC) Board Member.

Staff Updates

Housing and Grants Division Staffing Update

CDBG Consolidated Plan and Action Plan Development

Mrs. Walcott informed the committee that the CDBG Consolidate Plan was approved by the city commission and has been entered into the U.S. Department of Housing and Urban Development (HUD) IDIS system and is pending Broward County's submittal, deadline is August 15, 2025.

Update of Procurement of Housing Contractors

Mrs. Walcott provided an update on Procurement of Housing Contractors. The RFP was closed in July. Eleven (11) bidders submitted applications. Currently the Procurement Department is reviewing the applications, they will form an evaluation committee, evaluate

the applications and make a recommendation to the city commission.

MOU on Board Agenda between City and Housing Authority

Mrs. Walcott stated that there is an item on City commission August 19, 2025, agenda for an MOU between the City and Deerfield Beach Housing Authority. The reason for the MOU is to pool resources as it relates to Affordable Housing to see how best we can serve the residence of City of Deerfield Beach.

Question: Brian Bennet, City resident, asked how many vendors is the City looking for and?

City's Response: Mrs. Walcott explained that we are trying to obtain as many as we can because we are trying to create a really wide pool, we are contemplating on if we should extend the RFP. Right now, we have eleven (11) and the city thought that was wide enough.

City's Response: Mrs. Debra Reese stated that she is going to caution on this, this is a Procurement procedure and there is a cone of silence on this item.

Affordable Housing Program Status Report

Funding Allocation Update (SHIP/HOME/CDBG)

Mrs. Walcott provided a status on the allocation amounts provided for the following funding sources:

- CDBG (Community Development Block Grant): \$721,028.00
- HOME (HOME Investment Partnerships Program): \$207,426.00
- SHIP (Florida State Housing Initiatives Partnership Program): \$609,161.00

Applications Stats To-Date

The programs opened on June 5, 2025. until funds exhausted. To-date we have since received Twenty-Four (24) applications, seven (7) for Purchase Assistance & seventeen (17) for Homeowner Rehabilitation

Overview of Affordable Housing Programs + Application Process

Mrs. Walcott gave the committee an overview of the Homeowner Rehabilitation and Purchase Assistance Programs.

Question: Paula Cook, City resident, stated she thought that program was anywhere in the City of Deerfield Beach, is there some restriction?

City's Response: Mrs. Walcott stated that, typically it is anywhere in the city; for Purchase Assistance it can be anywhere in the city. There are HUD Guidelines in terms of Low-Income; and certain areas we do assist and give priority to but if you are trying to purchase a home it is anywhere in the City.

Question: Brian Bennet, City resident, asked if the Homeowner Rehabilitation Program includes AC systems?

City's Response: Mrs. Walcott stated, Yes.

Question: Paula Cook, City resident, asked how long does it take to get approved for Purchase Assistance?

City's Response: Mrs. Walcott replied, we screen the applicant, make sure that we have everything. We are in communication with the applicant, title company & the mortgage company. There is usually a closing date that we are mindful of, but it can take anywhere from 30 to 90 days depending on how fast everyone is moving.

Old Business

AHAC Housing Incentive Strategies Report- Discussion

Mrs. Walcott discussed the AHAC Incentives that will be voted on, at the November 3, 2025 AHAC meeting. The roll of the AHAC to review and make recommendations to the City commission.

Incentives that were adopted and are in place at this time:

Adopted Incentives:

- a) Expedited Permitting (mandatory)
- b) Process of Ongoing Review (mandatory)
- c) Public Land Inventory
- d) Flexible Densities
- e) Flexible Lot Configurations
- f) Support of Development Near Transportation Hubs

Excluded Incentives:

- a) Fee Waivers for Affordable Housing
- b) Reservation of Infrastructure Capacity
- c) Affordable Accessory Residential Units
- d) Parking and Setback Requirements
- e) Modification of Street Requirements

Mrs. Debra Reese stated that what a committee member is going to suggest or be considered will be discussed at the next AHAC meeting, November 3, 2025.

New Business

SHIP Annual Report

Mrs. Walcott gave an overview of the SHIP Annual Report and stated that the report is due to the Florida Housing Finance Corporation on September 15, 2025.

FY 24/25 CDBG Consolidated Annual Performance and Evaluation Report (CAPER)

Ms. Walcott; stated the FY 24/25 CDBG Consolidate Annual Performance and Evaluation Report (CAPER) is due on December 31,2025 and gave an overview on what information is needed to be provided in the CAPER.

Board Updates

There were no board updates

Public Comments

There were no public comments

Adjournment

MOTION made by Vice Mayor Preston and seconded by Kiana Morris for adjournment. The MOTION carried unanimously. The meeting was adjourned at 7:17pm

Minutes approved  Date 11/3/25

CODE COMPLIANCE OF DEERFIELD BEACH

MINUTES OF A CODE COMPLIANCE HEARING

October 7, 2025

Special Magistrate Andrew Dunkiel, in the City Commission Room, called the meeting to order at 11:00 AM.

PRESENT: Patesha Johnson, Code Compliance Supervisor
Thomas Braga, Code Compliance Inspector
Katherine Delva, Code Compliance Inspector
Jamarr Campbell, Code Compliance Inspector
Jean Placide, Code Compliance Inspector
Hector Barrett, Code Compliance Inspector
Jehu, Baptiste, Code Compliance Inspector
Deyonna Morgan, Code Compliance Inspector

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

<u>Tab#</u>	<u>Case Nr.</u>	<u>Owner Address</u>	<u>Property Address</u>	<u>Violation</u>	<u>Disposition</u>
9	25070140	BATMASIAN, JAMES & MARTA % INVESTMENTS LIMITED/storage of materials	1323 SE 8 AVE, DEERFIELD BEACH, FL 33441	Chapter 46 – OFFENSES Section 46-	RESPONDENT WAS PRESENT- DONALD ANDERSON FINAL ORDER ISSUED COMPLY 11-7-2025 \$125 PER DAY \$80 PROSECUTION COST
10	25070058	42 DIXIE LLC	4291 N DIXIE HWY, DEERFIELD BEACH, FL 33064	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IX. - CERTIFICATES OF USE Section 98-161(b) - Certificate of use permit requirements.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY 11-7-2025 \$150 PER DAY PER VIOLATION \$80 PROSECUTION COST
11	25070062	ROSA, KAITLYNN & NICOLE ROSA, FRANCIS/permits	1001 SE 4 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 11-7-2025 \$150 PER DAY PER VIOLATION \$80 PROSECUTION COST
18	25090034	MONCUR, ESTELLA LOUISE MONCUR FAM LAND TR/property maintenance	200 NW 4 AVE, DEERFIELD BEACH, FL 33441	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 11-7-2025 \$150 PER DAY PER VIOLATION \$80 PROSECUTION COST

				Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE VII. - ABANDONED REAL PROPERTY Section 34-144 - Maintenance requirements. Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-7. (a)- Minimum standards for maintenance of premises.	
19	25080103	EULA POITIER REV TR	336 SW 1 TER, DEERFIELD BEACH, FL 33441	Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE VII. - ABANDONED REAL PROPERTY Section 34-144 - Maintenance requirements.	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
20	25070039	DALTON, KIMBERLY	1361 SE 6 AVE, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-10 (3) (b) - General interior maintenance requirements. Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-8 (b) (10) - Minimum standards for interior of structures. Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-8 (e) (1) - Minimum standards for interior of structures. Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-8 (i) (1) -	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST

				Minimum standards for interior of structures. Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-8 (k) (4) - Minimum standards for interior of structures. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	
21	25060118	H CAPITAL INC	1470 SW 5 TER, DEERFIELD BEACH, FL 33441	Chapter 66 - TRAFFIC AND VEHICLES Section 66-117. (a) - Parking prohibitions; enforcement. Chapter 66 - TRAFFIC AND VEHICLES Section 66-117. (b) - Parking prohibitions;	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
22	25040077	IRREV FAM TR 400 DIVITO, RICK A TRSTEE ETAL	1320 S FEDERAL HWY, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 10-3-2025 FOR \$150 PER DAY
23	25040044	COMMERCIAL PROP FLORIDA LLC	1320 SW 32 WAY, 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 CERTIFIED WITH \$80 PROSECUTION COST
25	24080078	VORTEX LLC /Attorney John P. Seiler	580 N FEDERAL HWY, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS Article IV Supplementary Regulations	RESPONDENT NOT PRESENT CONTINUED TO 10-28-2025

				Sec. 98-87(d)(2) - Docking and mooring facilities	
26	25060125	REAL SUB LLC %PUBLIX SUPERMARKETS INC	110 S FEDERAL HWY, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONSARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 11-7-2025 \$150 PER DAY \$80 PROSECUTION COST
27	25060127	BARTH, MARIA CONTI LE MARIA CONTI BARTH REV TR	2 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 NOT PRESENT FINAL ORDER ISSUED COMPLY BY 11-7-2025 \$150 PER DAY \$80 PROSECUTION COST
30	25070050/p ost	PACIFICA LOAN POOL LLC %IRA SCOT SILVERSTEIN LLC/permits	1281 NW 48 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 FINAL ORDER ISSUED COMPLY BY 11-7-2025 \$150 PER DAY \$80 PROSECUTION COST
31	25070031	CUBESMART LP % PTACS # 511	349 W HILLSBORO BLVD, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 58 - SOLID WASTE ARTICLE I. - IN GENERAL Section 58-3. - Maintenance of area.	RESPONDENTS WERE PRESENT STEVEN COLRIDGE ALI HASSAN CONTINUED TO 12-9-2025
33	25090003	MANCINI DEVELOPMENT LLC /business tax receipt	1800 S POWERLINE RD, DEERFIELD BEACH, FL 33064 #C	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 11-7-2025

					\$150 PER DAY \$80 PROSECUTION COST
34	25090004/post	JCM HILLSBORO LLC/25/40/50 yr. repairs	501 FAIRWAY DR, DEERFIELD BEACH, FL 33441	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(2) Building Safety Inspection 40+ Year	RESPONDENT NOT PRESENT CONTINUED TO 1-13-2026
35	25080107	CLAY, VIRGIL	1331 SW 6 WAY, 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. 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 Section 98 -88(j)(1) Off-street parking and loading.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 11-7-2025 \$150 PER DAY PER VIOLATION \$80 PROSECUTION COST
37	25080100	NOEL, GULINCE H/E MAXINE, MYOTTE & ETAL	1100 SW 14 ST, UNIT A-B, DEERFIELD BEACH, FL 33441 A-B	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 FINAL ORDER ISSUED COMPLY BY 11-7-2025 \$150 PER DAY \$80 PROSECUTION COST

38	25080102	GIBSON, SHAUN A SR & DONNA L & GIBSON, SHAUN A JR	1968 NE 3 ST, UNIT 1, DEERFIELD BEACH, FL 33441 1	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS; Sec 98-106 (d) (2) Vacation Rental Registration Requirement	RESPONDENT NOT PRESENT CONTINUED TO 10-28-2025
39	25080029	HODDINOTT, ROBERT M & LISA	104 SE 12 ST, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14-105(8) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(4) - Exterior building and structure standards.	RESPONDENT NOT PRESENT CONTINUED TO 10-28-2025
40	25070038	HOURI, YONATAN INBAR, GLORIA HILA & INBAR, OSNAT	1325 SE 1 TER, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Sec. 98-88. (b) - Off-street parking and loading.	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 10-3-2025 FOR \$150 PER DAY PER VIOLATION
42	25060076	GARCIA, ALONSO JR PESCADOR SANCHEZ, MARIA C	4041 NE 5 TER, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST

43	25050021	75 TENTH INVESTMENTS LLC	71 SE 10 ST, DEERFIELD BEACH, FL 33441	Chapter 102 - SIGNS Section 102-8. (c)(3)(a)(1) - Signs allowed. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-74 - Display of street numbers on buildings.	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
44	25050007	HILLSBORO COVE CONDOMINIUM ASSOCIATION INC	1365 E HILLSBORO BLVD, DEERFIELD BEACH, FL 33441	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(2) Building Safety Inspection 40+ Year	RESPONENT NOT PRESENT CONTINUED TO 10-28-2025
45	25070019	ECKERT REALTY CORP	2345 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. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT CONTINUED TO 11-12-2025
46	25070037	SANDBERG, KARINA /permits	1030 NW 48 PL, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT- GLADYS STENGFENAGL FINAL ORDER ISSUED COMPLY BY 12-5-2025 \$125 PER DAY \$80 PROSECUTION COST
47	24100054	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	RESPONDENT NOT PRESENT EXTENDED TO 12-5-2025

				ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(N)(2) - Landscape Requirements.	
48	24120069	SAMPLE PLAZA INC	3750 NE 3 AVE, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONENT NOT PRESENT FINES IMPOSED AS OF 10-3-2025 FOR \$100 PER DAY
53	25070002	EASTON INVESTMENTS REDUX LLC	100 N FEDERAL HWY, DEERFIELD BEACH, FL 33441	Chapter 102 - SIGNS Section 102-14. (c) - Maintenance, violations, enforcement and remedies. 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 11-12-2025
54	25070003	CRYSTAL LAKE COMMERCE CNTR LLC	1900 NW 44 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 CONTINUED TO 10-28-2025
60	25070023	2021 WALTER M SVEC REV LIV TR	17 LYNDHURST 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	RESPONDENT NOT PRESENT CONTINUED TO 11-12-2025

61	25080128	ARC HOSPITALITY PORT I OWNER LLC % HIT PORTFOLIO I OWNER LLC	660 W HILLSBORO BLVD, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(e) - Minimum standards for yard and landscape areas. Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required. Chapter 66 - TRAFFIC AND VEHICLES ARTICLE II. BSO ENFORCED- STOPPING, STANDING, PARKING; DIVISION 3. - REGULATIONS, GENERALLY · Section 66-56. (k) - Prohibitions relative to stopping, standing or parking in specific places. 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 12-9-2025
63	25080106	RED BARN REAL ESTATE LLC CORCOS, MENASHE	204 S POWERLINE RD, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-81(L)(1) (a-g) - Tree preservation.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 11-7-2025 \$150 PER DAY \$80 PROSECUTION COST
68	25070146	JOFFRE, ALFREDO	910 NW 48 PL, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT- ALFREDO JOFFRE CONTINUED TO 11-12-2025

69	25070148	BULL & FISH REALTY INC	1805 S POWERLINE RD, UNIT 107, DEERFIELD BEACH, FL 33442 107	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98- 113(a) Building permits	RESPONDENT NOT PRESENT CONTINUED TO 11-12-2025
70	25070158	JACQUES, RIGUINS & MYRLENE	1211 NW 48 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 NOT PRESENT CONTINUED TO 11-12-2025
71	25070159	HERNANDEZ, OBDULIO H/E SIMPKINS, EDITH	150 NW 52 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 NOT PRESENT CONTINUED TO 11-12-2025
73	25080093	GIACALONE, CRISTINA S RIKHSIEV, RUSTAM	289 SW 3 CT, 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 98-81(E) (8) Tree Removal; A description for the reason for removal.	RESPONDENT NOT PRESENT CONTINUED TO 11-12-2025
76	25080096	ATIMAU MMM LLC	1228 S MILITARY TRL, UNIT 2115, DEERFIELD BEACH, FL 33442 2115	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98- 113(a) Building permits	RESPONDENT NOT PRESENT CONTINUED TO 11-12-2025

77	25080001	7-ELEVEN INC.	3601 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 PRESENT-MARK WESTING EXTENDED TO 12-5-2025
78	25070036	BARKER, ELIZABETH J & BARBER, JEAN B/permits	123 NE 20 AVE, DEERFIELD BEACH, FL 33441	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 10-3-2025 FOR \$150 PER DAY
79	25070033	WAB DEPOT DEER LLC & DEERFIELD BEACH FL CO LLC	60 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 NOT PRESENT FINES IMPOSED AS OF 10-3-2025 FOR \$250 PER DAY
80	25040076	IRREV FAM TR 400 DIVITO, RICK A TRSTEE ETAL.	1310 S FEDERAL HWY, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS 98-88 (j) PARKING LOT CRITERIA	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 10-3-2025 FOR \$150 PER DAY
81	25040082	STRASSBURG, PHEONA	165 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-PHEONA STRAUSSBURG EXTENDED TO 12-5-2025

83	25060094	HOF REO 1 INC	1451 SW 5 AVE, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-81(d)(1) - Tree preservation.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 11-7-2025 \$150 PER DAY \$80 PROSECUTION COST
84	25060101	COMMERCE SECURITY CENTER PRTNR % ALAN LEVY	1717 SW 1 WAY, UNIT 1, DEERFIELD BEACH, FL 33064 1	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98- 113(a) Building permits	RESPONDENT WAS PRESENT- NATALISE DELISE CONTINUED TO 11-7-2025
85	25070012	LIZA, JUAN JOSE & LAURA	5137 E LAKES DR, 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 FINAL ORDER ISSUED COMPLY BY 11-7-2025 \$150 PER DAY \$80 PROSECUTION COST
87	25070123	DEERFIELD INDUSTRIAL LLC	720 S DEERFIELD AVE, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98- 113(a) Building permits	RESPONDENT WAS PRESENT- RICHARD MCCARTY CONTINUED TO 11-12-2025
89	25050076	SNL IOV WILES OWNER LLC	2501 NW 48 ST, DEERFIELD BEACH, FL 33442	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 9-5-2025 AND 10-3-2025 FOR \$150 PER DAY PER VIOLATION

				Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IX. - CERTIFICATES OF USE Section 98-161(b) - Certificate of use permit requirements.	
90	24100114	DB 2151 MEDICAL OFFICE LLC	2151 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 NOT PRESENT FINE IMPOSED AS OF 10-3-2025 FOR 125 PER DAY
91	25020042	FIFTEENTH STREET INVESTMENTS, LLC	167 SW 15 ST, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(8) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(e) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS 98-88 (j) PARKING LOT CRITERIA Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(N)(1) - Landscape Requirements.	RESPONDENT WAS PRESENT- DONALD ANDERSON EXTENDED TO 12-5-2025

94	25060062	RMB HOLDINGS LLC	3400 SW 10 ST, DEERFIELD BEACH, FL 33442	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IX. - CERTIFICATES OF USE Section 98-161(b) - Certificate of use permit requirements.	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
95	25040054	EHRlich ENTERPRISES INC	1600 S POWERLINE RD, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
99	25090001	NIEDERPRUEM, MARK A H/E LILLIS, TARA B	233 SE 21 AVE, UNIT 303, DEERFIELD BEACH, FL 33441 303	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT NOT PRESENT CONTINUED TO 10-28-2025
100	25090002	GERARD J PERRY IRREV TR PERRY, DAVID F TRSTEE	233 SE 21 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 NOT PRESENT CONTINUED TO 10-28-2025
101	25060023	TIVOLI TRACE CONDO ASSN INC	890 TRACE DR, DEERFIELD BEACH, FL 33441	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONENTS WAS PRESENT- ATTORNEY DAVID MELHO EXTENDED TO 10-28-2025
102	25060128	M & M PROPERTY DEVELOPMENT CORP	3851 NW 3 TER, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98- 113(a) Building permits	RESPONDENT WAS PRESENT- JUAN MORILLO CONTINUED TO 11-12-2025

103	25070025	MOORER, MARGARET F MOORER, EPHRAIM ETAL	417 NE 1 AVE, 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 V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT- ANITA MOORER EXTENDED TO 11-12-2025
104	25070017	VISTA CLARA OWNER, LLC	412 N RIVER DR, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 11-7-2025 \$80 PROSECUTION COST
105	25070034	209 HILLSBORO INVESTMENTS LLC	209 W 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- DONALD ANDERSON CONTINUED TO 10-28-2025
107	25090013	BLANCHARD, MARIE BLANCHARD, MEDARD	200 NW 39 CT, DEERFIELD BEACH, FL 33064	Chapter 10 - ANIMALS Section 10-4(a) - Maintaining animals in general; limitation on number of pets; enforcement. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14-	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 11-7-2025 \$150 PER DAY \$80 PROSECUTION COST

				105(8) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(e) - Minimum standards for yard and landscape areas.	
109	25080009	JIMENEZ, MYRNABELLE	910 NE 49 ST, DEERFIELD BEACH, FL 33064	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 11-7-2025 \$150 PER DAY \$80 PROSECUTION COST
110	25060092	PORCARO, EDILBERTO & MARGARET	4400 NE 1 AVE, DEERFIELD BEACH, FL 33064	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. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(e) - Minimum standards for yard and landscape areas.	RESPONDENT NOT PRESENT EXTENDED TO 10-24-2025

111	25060117	ESPIN REALTY INC	202 W HILLSBORO BLVD, DEERFIELD BEACH, FL 33441	Chapter 102 - SIGNS Section 102-14. (a) - Maintenance, violations, enforcement and remedies. Chapter 46 – OFFENSES Section 46-13 - Trees, bushes and shrubs—Encroaching on public right-of-way Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONSARTICLE 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 Section 98 -88(j)(1) Off-street parking and loading.	RESPONDENT NOT PRESENT EXTENDED TO 10-24-2025
112	25060053	HANSEN, AMANDA	4751 NE 2 TER, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT CONTINUED TO 10-28-2025
113	25040042	HERITAGE CIRCLE CONDOMINIUM ASSOCIATION, INC	4300 NW 9 AVE, DEERFIELD BEACH, FL 33064	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 11-7-2025 \$250 PER DAY \$80 PROSECUTION COST

114	25040079	BECKETT, FLORA B EST	171 NE 6 CT, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14- 105(8) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(1) - 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 CONTIUED TO 12-9-2025
116	25080099	4701 NW 1ST PL REV LAND TR	4701 NW 1 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 NOT PRESENT FINAL ORDER ISSUED COMPLY BY 11-7-2025 \$150 PER DAY \$80 PROSECUTION COST
117	25030009	1341 INVESTMENTS LLC	1341 SW 1 WAY, DEERFIELD BEACH, FL 33441	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IX. - CERTIFICATES OF USE Section 98-161(b) - Certificate of use permit requirements.	RESPONDENT WAS PRESENT- DONALD ANDERSON EXTENDED TO 10-28-2025
118	25050028	DAZMAN INC	1630 W HILLSBORO BLVD, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY	RESPONDENT WAS PRESENT- DONALD ANDERSON EXTENDED TO 10-21-2025

				REGULATIONS Section 98-88. (f) Off-street parking and loading	
119	25080007	DE OLIVEIRA, RONILDO CARLOS DE PAULA, ROSANGELA A	4701 NW 4 TER, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98- 113(a) Building permits	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 10-3-2025 FOR \$250 PER DAY
120	25080008	UNIA GROWTH PROPERTIES LLC	261 NE 39 CT, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Sec. 98-88. (b) - Off- street parking and loading. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98- 113(a) Building permits FIRE PREVENTION CODE F- 103.2.9.5 Hurricane Protection Devices - Shutters Up After Storms	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 10-3-2025 FOR 150 AND FIRE CODE 103- 2.9.5 10-24-2025 FOR \$500 PER DAY
121	25060087	REALTOKEN LLC SERIES #17	272 NE 42 CT, DEERFIELD BEACH, FL 33064	Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE VII. - ABANDONED REAL PROPERTY Section 34-144 - Maintenance requirements.	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 10-3-2025 FOR \$150 PER DAY
122	25080129	JOHN P DE LISI TR	1318 SE 12 TER, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(a) - Minimum standards for yard and landscape areas.	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 9-30-2025 FOR \$250 PER DAY

				Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE VII. - ABANDONED REAL PROPERTY Section 34-144 - Maintenance requirements.	
123	25080022	CLAUDETTE H SAPP REV TR SAPP, CLAUDETTE H TRSTEE	174 SW 1 ST, DEERFIELD BEACH, FL 33441	Chapter 66 - TRAFFIC AND VEHICLES Section 66-117. (b) - Parking prohibitions; enforcement.	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
125	25090048	BRISTON, CEASER	175 SE 3 ST, 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 NOT PRESENT FINAL ORDER ISSUED COMPLY BY 10-24-205 \$150 PER DAY
127	25060095	JET VENTURES LLC	665 SE 21 AVE, UNIT 104, DEERFIELD BEACH, FL 33441 104	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 1-9-2026 \$100 PER DAY COST WAIVED
128	25060036	PAVLIK, MITCHELL & CYNDI	665 SE 21 AVE, UNIT 104, DEERFIELD BEACH, FL 33441 104	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 1-9-2026 COST WAIVED

A	25050054	FAIRWAY ENTERPRISES INC	501 FAIRWAY DR, DEERFIELD BEACH, FL 33441	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(2) Building Safety Inspection 40+ Year	RESPONDENT NOT PRESENT FINAL ORDER AND IMPOSITION OF FINE AND CLAIM OF LIEN WAS VACATED
B	24090074	WE R BETTER INC	4280 NW 3 AVE, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98- 113(a) Building permits	RESPONDENT WAS PRESENT NIVAL REULA FINES MITIGATED TO \$3,000 TO BE PAID BY 11-12-2025
C	23060406	CRYSTAL LAKE CONDO ASSOCIATION/ HAROLD KARKER PRESIENT OF HOA	941 CRYSTAL LAKE DR, DEERFIELD BEACH, FL	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT NOT PRESENT AMNESTY SETTLEMENT FOR \$7,575 WAS CERTIFIED TO PAID BY JANUARY 13,2026
D	17120098	BOYD, FLORA EST	737 NW 2 TER, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(7) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 58 - SOLID WASTE ARTICLE I. - IN GENERAL Section 58-3. - Maintenance of area. Chapter 66 - TRAFFIC AND VEHICLES Section 66-117. (b) - Parking prohibitions; enforcement. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. -	RESPONDENT NOT PRESENT FINAL ORDER WAS VACATED

				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. (b) - Off-street parking and loading.	
E	25020032	BOYWIC FARMS LTD	510 GOOLSBY BLVD, DEERFIELD BEACH, FL 33442	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required.	RESPONDENTS WAS PRESENT- PAUL HARELIK FINES MITIGTED FOR \$5,000 TO BE PAID BY 11-12-2025
F	21070390	GUPTA, VIPIN	1580 SE 9 ST, DEERFIELD BEACH, FL 33441	Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE VII. - ABANDONED REAL PROPERTY Section 34-144 - Maintenance requirements.	RESPONDENT NOT PRESENT SETTLEMENT FO \$25,000 CERTIFIED FOR ALL CASES
G	22070039	GUPTA, VIPIN	1580 SE 9 ST, DEERFIELD BEACH, FL 33441	Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE VII. - ABANDONED REAL PROPERTY Section 34-144 - Maintenance requirements.	RESPONDENT NOT PRESENT SETTLEMENT FO \$25,000 CERTIFIED FOR ALL CASES
H	24020008	EVERGREEN REAL SOLUTIONS LLC	531 SW 3 AVE, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT NOT PRESENT SETTLEMENT FO \$25,000 CERTIFIED FOR ALL CASES
I	24120060	EVERGREEN REAL SOLUTIONS LLC	531 SW 3 AVE, DEERFIELD BEACH, FL 33441	Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE VII. - ABANDONED REAL	RESPONDENT NOT PRESENT SETTLEMENT FO \$25,000 CERTIFIED FOR ALL CASES

				PROPERTY Section 34-144 - Maintenance requirements.	
--	--	--	--	--	--

SPECIAL MAGISTRATE MINUTES
CITY OF DEERFIELD BEACH, FLORIDA

Andrew Dunkiel, Special Magistrate

Date

**COMMUNITY APPEARANCE BOARD
MEETING MINUTES
CITY OF DEERFIELD BEACH, FLORIDA
October 8, 2025**

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

Roll Call:

Present: Christina Fink, Alternate
James Giasullo, Jr., Alternate
Jack Hugentugler
Jason Leet
Scott Mulheron
Joseph Cummings, Chair

Also Present: Daniel Mantell, Planning and Zoning Manager
Laurie Harari, Senior Planner
Emily Cortez, Planner I
Debra Reese, Assistant City Attorney
Samantha Charlemont, Assistant City Clerk

Absent: Janelle Richards, Vice Chair, Alternate

MOMENT OF SILENCE/PLEDGE OF ALLEGIANCE

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

APPROVAL OF MINUTES OF PREVIOUS MEETING

Mr. Hugentugler made a motion, seconded by Ms. Fink to approve the September 10, 2025 meeting minutes. The motion CARRIED by unanimous vote.

NEW & DEFERRED ITEMS

**#7217 Taco Bell
3780 W. Hillsboro Blvd
Paint Change**

Daniel Mantell, Planning and Zoning Manager, displayed plans and images submitted by the applicant.

Anthony Barchanowicz, representing the applicant, explained that the proposed changes include a paint change, white and beige, which will match the surrounding shopping center. Additionally, the trim of the building will be purple.

Chair Cummings spoke in support of the project.

In response to Mr. Hugentugler's question, Mr. Barchanowicz replied that there will be no changes to the tile roof.

Mr. Hugentugler made a motion, seconded by Mr. Mulheron to approve Item #7217 as submitted. The motion CARRIED by unanimous vote.

**#7216 Seaside Center
2060 – 2084 NE 2nd Street
Paint Change**

Daniel Mantell, Planning and Zoning Manager, displayed plans and images submitted by the applicant.

Thereafter, he provided a brief overview of the item.

Van Anastasiou, representing the applicant, explained that the proposal includes a paint change, which was done without board approval. Upon receipt of a code enforcement notice, the applicant submitted a building permit.

Mr. Mantell said the applicant proposed one color to the north façade due to the extensive amount of glass and windows in the front of the building. Further, he stated that the far east façade will have a 15% band on the top, which will be a reflection of the roof color Tradewind.

Ms. Fink made a motion, seconded by Mr. Leet to approve Item #7216 as submitted. The motion CARRIED by unanimous vote.

**#7218 Sample Plaza Landscape Improvements
3750 – 3774 NE 3rd Avenue
Minor Site Plan**

Daniel Mantell, Planning and Zoning Manager, displayed plans and images submitted by the applicant.

Karen Bucci, representing the applicant, explained that the proposed changes include landscape improvements to address deficiencies from a code violation, whereby, no changes will be made to the building.

In response to Mr. Hugentugler's question, the landscape improvements were made utilizing the City's Landscape Development Code which is more stringent than Broward County's.

Mr. Hugentugler made a motion, seconded by Mr. Mulheron to approve Item #7218 as submitted. The motion CARRIED by unanimous vote.

Comments by Deerfield Beach Assistant City Attorney

None.

Comments by Deerfield Beach Planning and Development Services Department

Next Meeting - Daniel Mantell, Planning and Zoning Manager, said the next meeting will be held on October 22, 2025.

New Employee - Mr. Mantell introduced Laurie Harari, Senior Planner.

Mr. Hugentugler made a motion, seconded by Mr. Mulheron to adjourn the meeting at 7:12 p.m. The motion CARRIED by unanimous vote.

Joseph Cummings, Chair
Community Appearance Board



Regular City Commission Meeting - November 18, 2025

DEERFIELD BEACH - YOU ARE HEREBY NOTIFIED that the **Regular City Commission** meeting will be held on **Tuesday, November 18, 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 November 18, 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 November 18, 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 November 18, 2025.
 - i. Use the following link below to access the meeting via Zoom:
<https://deerfield-beach.zoom.us/j/81116903734?pwd=DVSlihQr8yY6xZFaT3hz6gbK3fOLKk.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: (305) 224-1968, Meeting ID: 811 1690 3734#, Participant ID: #, Passcode: 249192#

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

3. YouTube

The meeting will also be available to the public via YouTube for audio and video access; however, public participation, i.e. comments are not possible. The link to watch the meeting via YouTube will be active no later than 6:45 PM on November 18, 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. 2025-553

Agenda Date: 11/18/2025

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 Darlene Swaffar as a regular member to the Charter Review Board and removing Hans Bodewig from the 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

Commissioner Plaut has requested the removal of Hans Bodewig from the Charter Review Board due to excessive absences from meetings. Darlene Swaffar has expressed an interest in serving on the Board to fulfill the unexpired term.

Current Activity

Upon appointment, the Charter Review Board will have five regular members with zero vacancies, and five alternate members with zero vacancies.

RESOLUTION NO. 2025/

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
DEERFIELD BEACH, FLORIDA, APPOINTING DARLENE
SWAFFAR AS A REGULAR MEMBER TO THE CHARTER REVIEW
BOARD AND REMOVING HANS BODEWIG FROM THE 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, pursuant to Section 3.12 of the City’s Charter, members of City boards serve at the pleasure of the City Commission and may be removed by a majority vote of the City Commission; and

WHEREAS, Commissioner Plaut desires to remove Hans Bodewig from the Board due to absences and has nominated Darlene Swaffar to serve as a regular member on 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 is hereby removed from the Charter Review Board.

Section 3. Darlene Swaffar is hereby appointed to serve as a regular member of the Board for a term commencing on November 18, 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.

ATTEST:

TODD DROSKY, MAYOR

HEATHER MONTEMAYOR, CITY CLERK



City of Deerfield Beach Application for Advisory Board or Committee

Advisory Board or Committee you are applying for: Charter

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 Darlene Swaffar

Address 621 Siesta Key Circle, Apt 3217

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 786-208-1221

Work/Mobile Phone 754-444-2782

E-mail darleneswaffar@gmail.com

Employer Sunshine Insurance Associates

Address 10 Fairway Drive, Ste 118, Deerfield Beach, FL 33441

Occupation (if retired, please indicate and list former occupation) Insurance Broker/Agent

Please list any governmental Advisory Boards or Committees on which you currently serve:
Currently 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

St. John's University, Associates in Business
Florida International University, completed 126 credits towards degree
Insurance License: FL 215

Professional: Certification(s)

AHIP Certified for the last 15 years

Knowledge: Training, interest or experience

Economic Development, Small Business, Accounting & Finance, Recruiting, Mortgage, Banking, Insurance, Social Media Marketing, Event Planning.

Community Involvement: List organizations/positions

South Florida Ambassador for the Republican National Hispanic Assembly, Elected Delegate to the 2024 Republican National Convention in Milwaukee, WI
Precinct Woman A004 for the Broward Republican Executive Committee

Organizations: Memberships

Pompano Beach Chamber of Commerce, Women's Prosperity Network, National Association of Health Underwriters (NAHU), Small Business Administration TED Women's Center, St. George's Society of the Palm Beaches, Royal Dames of Cancer Research

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

Signature:



Date: 11/5/25

Print Name: Darlene Swaffar

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. 2025-555

Agenda Date: 11/18/2025

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 software subscriber agreement with Park Loyalty, Inc. for parking and traffic enforcement software and services for a three-year term with one-year renewal options thereafter; authorizing execution of the Agreement with Park Loyalty, Inc. in an annual amount not to exceed \$42,750.00, for a total aggregate amount not to exceed \$128,250.00 during the initial three-year term; providing for implementation and an effective date. (*Funds from Account #100-400-210-8904-000-58900-503937 - Bank Charges*)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: annual amount not to exceed \$42,750.00 for a three-year total aggregate amount not to exceed \$128,250.00.

Account Name: Bank Charges

Account Number: 100-400-210-8904-000-58900-503937

Background/History

In 2012, the City issued Request for Proposals #2012-12/13 for a Citywide Parking Revenue Collection and Enforcement System. On September 14, 2020, CALE America, Inc. ("CALE") was awarded a new agreement for City-wide parking revenue collection utilizing City-owned CALE multi-space meters. GTECHNA USA Corporation ("GTECHNA") provided parking enforcement services as a subcontractor to CALE under the Original Contract. In 2020, staff determined it was more efficient to have the parking and traffic enforcement services be directly between the City and GTECHNA. On December 1, 2020, the City Commission approved an agreement with GTECHNA for the services and this agreement will expire on December 16, 2025.

Current Activity

Staff conducted a comprehensive assessment of the current services provided by GTECHNA and explored alternative vendors offering similar parking solutions. Through this process, Park Loyalty was identified as a potential vendor. Staff held multiple calls with Park Loyalty, attended two software demonstrations, and evaluated their service offerings. Additionally, city staff contacted two municipalities, one in Florida and one in South Carolina, who currently utilize Park Loyalty's services. Both municipalities reported high satisfaction with the company, noting excellent customer service and user-friendly interfaces. After carefully considering costs, community needs, and the efficiencies offered by the new software, staff has determined that it is operationally beneficial to enter into an agreement for parking and traffic enforcement software from Park Loyalty, Inc.

Pursuant to Section 38-116(3)(c)(3) of the City Code, contracts for licensed computer software, web-based applications, and maintenance for such software and applications are exempt from competitive procurement requirements. Therefore, staff has negotiated an agreement with Park Loyalty, for a three-year term with automatic one-year renewal options (the "Agreement") for parking and traffic enforcement software (the "Services") in an annual amount not to exceed \$47,250.00 and a total aggregate amount not to exceed \$128,250.00 during the initial three year term of the Agreement.

RESOLUTION NO. 2025/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE SOFTWARE SUBSCRIBER AGREEMENT WITH PARK LOYALTY, INC. FOR PARKING AND TRAFFIC ENFORCEMENT SOFTWARE AND SERVICES FOR A THREE-YEAR TERM WITH ONE-YEAR RENEWAL OPTIONS THEREAFTER; AUTHORIZING EXECUTION OF THE AGREEMENT WITH PARK LOYALTY, INC. IN AN ANNUAL AMOUNT NOT TO EXCEED \$42,750.00, FOR A TOTAL AGGREGATE AMOUNT NOT TO EXCEED \$128,250.00 DURING THE INITIAL THREE YEAR TERM; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, on December 1, 2020, the City Commission approved an agreement directly between the City and GTECHNA for parking and traffic enforcement software for a three year term with two, one year renewals, and the agreement is expiring on December 16, 2025; and

WHEREAS, as the current agreement will be expiring, the Department of Public Safety conducted a comprehensive assessment of the current services as well as alternative software options to serve the City's needs; and

WHEREAS, in evaluating alternative software options, staff reviewed Park Loyalty, Inc.'s ("Park Loyalty") software program and determined based upon cost, community needs and the efficiencies offered by the new software, Park Loyalty's product was more beneficial and met the operational needs of the City; and

WHEREAS, pursuant to Section 38-116(3)(c)(3) of the City Code, the City may acquire or contract for licensed computer software, web-based applications, or maintenance for such software and applications without utilizing the sealed competitive method or written quotations method, and such contracts where the expenditure is estimated to be \$100,000.00 or greater and not part of an existing software or web-based application system require City Commission approval; and

WHEREAS, City staff has negotiated an agreement with Park Loyalty, attached as Exhibit "A", for a three year term with one-year renewal options thereafter (the "Agreement") for parking and traffic enforcement software (the "Services") in annual an amount not to exceed \$42,750.00, for a total aggregate amount not to exceed \$128,250.00 during the initial three year term of the Agreement; and

WHEREAS, the City Commission finds that it is in the best interest of the City to approve and authorize execution of the Agreement with Park Loyalty, attached as Exhibit "A," for the Services in an annual amount not to exceed \$42,750.00 for a total aggregate amount not to exceed \$128,250.00 during the initial three year term of the Agreement.

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

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

Section 2. The City Commission hereby approves the Agreement with Park Loyalty, attached as Exhibit “A,” for the software and Services in an annual amount not to exceed \$42,750.00, for a total aggregate amount not to exceed \$128,250.00 during the initial three year term of the Agreement.

Section 3. The City Commission hereby authorizes the City Manager to execute the Agreement with Park Loyalty, 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

SOFTWARE SUBSCRIBER AGREEMENT

This Software Subscriber Agreement (this "Agreement"), effective as of _____, 2025 ("Effective Date"), is by and between Park Loyalty Inc, a Delaware corporation with registered office at 1433 N. Water St., Suite 516, Milwaukee, WI 53202 ("**Park Loyalty**" or "**Company**", "**We**", "**Our**") and the City of Deerfield Beach, FL ("**Client**", "**You**", "**Your**").

RECITALS

Whereas, Park Loyalty provides a subscription Service related to Parking Enforcement Services; and

Whereas, Client desires to subscribe to the Services as more specifically set forth herein and enumerated in Park Loyalty's Price Quote dated October 31, 2025

Now Therefore, the parties agree as follows:

1. CLIENT'S USE OF THE SERVICE

- 1.1. Park Loyalty Obligations:** Park Loyalty shall: (i) make the Park Loyalty Services listed in the relevant Subscription Services Order available to You in accordance with this Agreement and the relevant Subscription Services Order during the Term pursuant to the relevant Subscription Order, unless earlier terminated in accordance with this Agreement or the relevant Subscription Services Order; (ii) not use Client Data except to provide the Service, or to prevent or address service or technical problems, in accordance with this Agreement and the Documentation, or in accordance with Client's instructions, and (iii) not disclose Client Data to anyone other than Authorized Parties. The Subscription Order is hereby incorporated herein by reference as Exhibit "2"
- 1.2. Client Obligations:** Client may enable access of the Service for use only by Authorized Parties solely for the internal business purposes of Client and not for the benefit of any third parties. Client is responsible for all Authorized Parties' use of the Service and compliance with this Agreement and the relevant Subscription Services Order. Client shall: (a) have sole responsibility for the accuracy, quality, and legality of all Client Data; and (b) prevent unauthorized access to, or use of, the Service, and notify Park Loyalty promptly of any such unauthorized access or use. Client shall not: (i) use the Service in violation of applicable Laws; (ii) in connection with the Service, send or store infringing, obscene, threatening, or otherwise unlawful or tortious material, including material that violates privacy rights; (iii) send or store Malicious Code in connection with the Service; (iv) interfere with or disrupt performance of the Service or the data contained therein; or (v) attempt to gain access to the Service or its related systems or networks in a manner not set forth in the Documentation.

2. FEES

- 2.1 Invoices & Payment:** Client shall pay Park Loyalty an annual license fee in the amount of \$42,750.00 for the license rights to the Software described in Subscription Order and Price Quote dated October 31, 2025, for a total contract price of \$128,250.00. For the second and third years of this Agreement, payment shall be contingent upon an annual appropriation by Client's City Commission. Fees for the Service will be invoiced to Client's Finance Department located at 150 NE 2nd Avenue, Deerfield Beach, Florida 33441 and shall be paid in accordance with Chapter 218, Florida Statutes "Florida's Local Prompt Payment Act" .
- 2.2 Taxes:** Park Loyalty acknowledges that Client is tax-exempt and Client shall provide Park Loyalty with its tax exempt certification upon request.

3. PROPRIETARY RIGHTS

- 3.1 **Ownership:** You or Your licensors retain all ownership and intellectual property rights in and to Your Content. Park Loyalty and its licensors own and retain all ownership and Intellectual Property Rights in and to the Services, derivative works thereof, and anything developed or delivered by or on behalf of us under this Agreement. No rights are granted to You hereunder other than as expressly set forth herein.
- 3.2 **License Grant:** Park Loyalty hereby grants Client a non-exclusive, non-transferable, right to use the Service, solely for the internal business purposes of Client and solely during the Term, subject to the term and conditions of this Agreement within scope of use defined in the relevant Subscription Services Order Form.
- 3.3 **License Restrictions.** Client shall not (i) modify, copy or create any derivative works based on the Service or Documentation; (ii) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, timeshare, offer in a service bureau, or otherwise make the Service or Documentation available to any third party, other than to Authorized Parties as permitted herein; (iii) reverse engineer or decompile any portion of the Service, including but not limited to, any software utilized by Park Loyalty in the provision of the Service, except to the extent required by Law; (iv) access the Service in order to build any commercially available product or service; or (v) copy any features, functions, integrations, interfaces or graphics of the Service.
- 3.4 **Aggregated Data Use.** We may (i) compile statistical and other information related to the performance, operation and use of the Services, and (ii) use data from the Services in aggregated form for security and operations management, to create statistical analyses, and for research and development purposes (clauses i and ii are collectively referred to as "Service Analyses"). We may make Service Analyses publicly available; however, Service Analyses will not incorporate Your Content, Personal Data or Confidential Information in a form that could serve to identify You or any individual. We retain all Intellectual Property Rights in Service Analyses.

4. CONFIDENTIALITY

Confidentiality: Park Loyalty hereby acknowledges that as Client is a governmental entity, Client is subject to Chapter 119, Florida Statutes "Public Records Law". Any confidentiality relating to disclosure of information and data processing/proprietary software will be in accordance with Chapter 119, Florida Statutes.

5. CLIENT DATA

- 5.1 **Protection and Security:** During the Term of this Agreement Park Loyalty shall use commercially reasonable efforts with respect to the security and integrity of the Client Data, consistent with industry standards and as published from time to time by Park Loyalty. Park Loyalty designs its Service to allow Clients to achieve differentiated configurations, enforce user access controls, and manage data categories that may be populated and/or made accessible on a country-by-country basis. Client understands that its use of the Service and compliance with any terms hereunder does not constitute compliance with any Law. Client understands that it has an independent duty to comply with any and all laws applicable to it.
- 5.2 **Backup and Data Recovery.** Park Loyalty shall make periodic backups of Client Data and re-store Client Data lost due to Park Loyalty error or disaster in accordance with Park Loyalty's documented backup and recovery process as published from time to time by Park Loyalty. In the event that Client deletes Client Data and requires Park Loyalty's assistance to restore it, Park Loyalty will provide reasonable assistance for such services at the applicable professional services fee. Throughout the

Term, Client shall have the right to access and extract Client Data through the Service using the methods described in the Documentation.

- 5.3 **Unauthorized Disclosure:** If either party believes that there has been a disclosure of Client Data to anyone other than an Authorized Party or Park Loyalty, such party must promptly notify the other party. Additionally, each party will use commercially reasonable efforts to assist the other party in remediating or mitigating any potential damage, including any notification, which should be sent to individuals impacted or potentially impacted.

6. WARRANTIES & DISCLAIMERS

- 6.1 **Warranties:** Each party warrants that it has the authority to enter into this Agreement and, in connection with its performance of this Agreement, shall comply with all Laws applicable to it related to data privacy, international communications and the transmission of technical or personal data. Park Loyalty warrants that during the Term (i) the Service shall perform materially in accordance with the Documentation; and (ii) the functionality, security, and availability of the Service will not be materially decreased during the Term.

- 6.2 **Warranty Remedies:** As Client's exclusive remedy and Park Loyalty's sole liability for breach of the warranty set forth in Section 6.1 (i) and (ii), (a) Park Loyalty shall correct the non-conforming Service at no additional charge to Client, or (b) in the event Park Loyalty is unable to correct such deficiencies after good-faith efforts, Park Loyalty shall refund Client amounts paid that are attributable to the defective Service from the date Park Loyalty received such notice. To receive warranty remedies, Client must promptly report deficiencies in writing to Park Loyalty, but no later than thirty (30) days of the first date the deficiency is identified by Client.

6.3 DISCLAIMER

EXCEPT AS SPECIFICALLY SET FORTH IN SECTION 6.1, Park Loyalty MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICE AND/OR RELATED DOCUMENTATION. Park Loyalty DOES NOT WARRANT THAT THE SERVICE WILL BE ERROR FREE OR UNINTERRUPTED, THAT WE WILL CORRECT ALL SERVICES ERRORS, OR THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS. Park Loyalty IS NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION OR SECURITY OF THE SERVICES THAT ARISE FROM YOUR CONTENT OR THIRD PARTY CONTENT OR SERVICES PROVIDED BY THIRD PARTIES. THE LIMITED WARRANTIES PROVIDED HEREIN ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED TO CLIENT IN CONNECTION WITH THE PROVISION OF THE SERVICE.

7. INDEMNIFICATION

- 7.1 **Infringement Indemnification by Park Loyalty:** Park Loyalty shall defend, indemnify and hold Client harmless against any loss, damage or costs (including reasonable attorneys' fees) in connection with claims, demands, suits, or proceedings ("Claims") in each case finally awarded, made or brought against Client by a third party alleging that the use of the Service as contemplated hereunder infringes a copyright, a U.S. patent issued as of the Effective Date, or a trademark of a third party; provided, however, that Client: (a) promptly gives written notice of the Claim to Park Loyalty; (b) gives Park Loyalty sole control of the defense and settlement of the Claim (provided that Park Loyalty may not settle any Claim unless it unconditionally releases Client of all liability); and (c) provides to Park Loyalty, at Park Loyalty's cost, all reasonable assistance. Park Loyalty shall not be required to indemnify Client in the event of: (w) modification of the Service by Client, its Employees, or Authorized

Parties in conflict with Client's obligations or as a result of any prohibited activity as set forth herein; (x) use of the Service in a manner inconsistent with the Documentation; (y) use of the Service in combination with any other product or service not provided by Park Loyalty; or (z) use of the Service in a manner not otherwise contemplated by this Agreement. If Client is enjoined from using the Service or Park Loyalty reasonably believes it will be enjoined, Park Loyalty shall have the right, at its sole option, to obtain for Client the right to continue use of the Service or to replace or modify the Service so that it is no longer infringing. If neither of the foregoing options is reasonably available to Park Loyalty, then use of the Service may be terminated at the option of Park Loyalty and Park Loyalty's sole liability shall be to refund any prepaid fees for the Service that were to be provided after the effective date of termination.

7.2 Indemnification. To the fullest extent permitted by law, Park Loyalty agrees to indemnify and hold harmless the Client, its officers, agents and employees from and against any and all claims, suits, actions, damages and causes of action whatsoever, including but not limited to attorney's fees, court costs, or other alternative dispute resolution costs arising during the term of this Agreement and resulting in personal injury, loss of life or damage to real property and tangible personal property through or as a result of (a) Park Loyalty's doing of any work herein authorized pursuant to this Agreement or the failure to do any work herein; (b) arising out of any error, omission, or negligent act of Park Loyalty, its agents, servants or employees, in the performance of the services under this Agreement; (c) any breach or misconduct by Park Loyalty of this Agreement; (d) any inaccuracy in or breach of any of the representations, warranties or covenants made by Park Loyalty herein, except that Park Loyalty shall not be liable under this section for damages caused by or resulting from the sole negligence of Client. Nothing in this Agreement shall be deemed or treated as a waiver by Client of any immunity to which it is entitled by law, including but not limited to Client's sovereign immunity set forth in Section 768.28, Florida Statutes.

7.3 Responsibility of Client: Client is responsible for the content of its Client Data. Client shall not upload Client Data that infringes the rights of, or causes harm to, a third party or violates any Law.

8. LIMITATION OF LIABILITY

8.1 Limitation or Liability: IN NO EVENT SHALL Park Loyalty's AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR YOUR ORDER, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED THE TOTAL AMOUNT ACTUALLY PAID BY CLIENT IN CONSIDERATION FOR PARK LOYALTY'S SERVICE UNDER THE ORDER GIVING RISE TO THE LIABILITY DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

8.2 Exclusion of Damages: EXCEPT WITH RESPECT TO CLIENT'S PAYMENT OBLIGATIONS, IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, OR FOR ANY LOST PROFITS, LOSS OF USE, COST OR PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, WHETHER IN CONTRACT, TORT OR OTHERWISE, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SERVICE, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SERVICE, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS OR SUBCONTRACTORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES.

9. TERM AND TERMINATION

9.1 Term of Agreement: This Agreement shall commence on Effective Date and continues for an initial term of **three (3) years** ("Term"). Upon expiration of the Initial Term, this Agreement shall automatically

renew successive 1-year terms (each, a "Renewal Term") unless either Party provides written notice of non-renewal pursuant to Section 9.4.

- 9.2 **Termination for Cause:** Either party may terminate this Agreement (i) upon ninety (90) days prior written notice to the other party of a material breach by the other party if such breach remains uncured at the expiration of such notice period; or (ii) immediately in the event the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors; or (iii) upon sixty (60) days prior written notice during any Renewal Term beyond the stated Term. Upon any termination by Client pursuant to this section, Park Loyalty shall refund Client any prepaid fees for the affected Service that were to be provided after the effective date of termination.
- 9.3 **Termination for Convenience.** Client may terminate this Agreement for convenience. Termination for Convenience by the Client shall be effective on the termination date stated in the written notice provided by the Client, which termination date shall be not less than (30) days after the date of such written notice. This Agreement may be terminated by the City Manager upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health safety or welfare.
- 9.4 **Effect of Termination:** Upon any termination of this Agreement, Client shall, as of the date of such termination, immediately cease accessing and otherwise utilizing the applicable Service (except as permitted under section 9.4). Termination for any reason shall not relieve Client of the obligation to pay any fees accrued or due and payable to Park Loyalty prior to the effective date of termination. Upon termination for cause by Park Loyalty or termination for convenience by Client, all future amounts due shall be accelerated and become due and payable immediately.
- 9.5 **Retrieval of Client Data:** Park Loyalty will make Client Data (as it existed as of the date of termination) available for retrieval by You for a period of up to sixty (60) days after the date of termination. After such sixty (60) day period, Park Loyalty will have no obligation to maintain or provide any Client Data and may thereafter, unless legally prohibited, delete all Client Data. Park Loyalty's providing the Client Data shall be in accordance with the Public Records Provision set forth in this Agreement.
- 9.6 **Surviving Provisions:** The following provisions of this Agreement shall not survive and will have no further force or effect following any termination or expiration of this Agreement: (i) subsection (i) of Section 1.1 "Park Loyalty Obligations"; (ii) Section 3.2 "License Grant"; and (iii) any Order Form(s). All other provisions of this Agreement, which contemplate or require continued performance shall survive any termination or expiration of this Agreement.

10. GENERAL PROVISIONS

- 10.1 **Relationship of the Parties:** The parties are independent contractors. This Agreement does not create nor is it intended to create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. There are no third- party beneficiaries to this Agreement.
- 10.2 **Notices:** All notices under this Agreement shall be in writing and shall be deemed to have been given upon: (i) personal delivery; or (ii) the third business day after first class mailing; or (iii) the second business day after sending by email with telephonic confirmation of receipt. Notices to Park Loyalty shall be addressed to the attention of its Chief Executive Officer. Notices to Client shall be addressed to Client's signatory of this Agreement. Each party may modify its recipient of notices by providing notice pursuant to this Agreement.

- 10.3 **Waiver and Cumulative Remedies:** No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right or any other right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.
- 10.4 **Force Majeure:** Neither party shall be liable for any failure or delay in performance under this Agreement for causes beyond that party's reasonable control and occurring without that party's fault or negligence, including, but not limited to, acts of God, acts of government, flood, fire, hurricanes or other natural disasters, epidemics civil unrest, acts of terror, strikes and other governmental acts or orders or restrictions. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused. Nothing herein shall relieve a Party from its payment obligations for Services rendered or for refunding of funds to Client in accordance with this Agreement.
- 10.5 **Assignment:** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (which consent shall not be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety without consent of the other party in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets provided the assignee has agreed to be bound by all of the terms of this Agreement and all past due fees are paid in full. However, Park Loyalty shall provide prior notice to Client of any assignment, and Client may terminate this Agreement for convenience. Any attempt by a party to assign its rights or obligations under this Agreement in breach of this section shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.
- 10.6 **Governing Law; Waiver of Jury Trial:** Each party expressly waives any right to jury trial in connection with any action or litigation arising out of or related to this Agreement.. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The Parties agree that exclusive venue for any action or lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court in and for the Southern District of Florida.
- 10.7 **Export:** Each party shall comply with the export laws and regulations of the United States and other applicable jurisdictions in providing and using the Service. Without limiting the generality of the foregoing, Client shall not make the Service available to any person or entity that (i) is located in a country that is subject to a U.S. government embargo; (ii) is listed on any U.S. government list of prohibited or restricted parties; or (iii) is engaged in activities directly or indirectly related to the proliferation of weapons of mass destruction.
- 10.8 **Miscellaneous:** This Agreement, including all exhibits and addenda hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof. In the event of a conflict, the provisions of an Order Form shall take precedence over provisions of the body of this Agreement and over any other Exhibit or Attachment, however, no Order Form shall vary sections 2,4, 3.1, 3.3, 3.4, 4, 6, 7, 8, 9, or 10 of this Agreement unless the Order Form clearly states that the parties are agreeing to do so and any such variance shall be effective only with respect to that specific Order Form. This Agreement supersedes all prior and contemporaneous agreements, proposals or representations, written or oral concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by both parties. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the

provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by Law, and the remaining provisions of this Agreement shall remain in effect. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Client purchase order or in any other Client order documentation shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void. Park Loyalty may use Client's name and logo in lists of Clients, on marketing materials and on its website. This Agreement may be executed electronically, by facsimile and in counterparts, which taken together shall form one binding legal instrument.

10.9 Public Records. Park Loyalty and its subcontractors shall preserve and make available, at reasonable times for examination and audit by City, all financial records, supporting documents, statistical records, and any other documents pertinent to this Contract for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is applicable to Park Loyalty's and its subcontractors' records, Park Loyalty and its subcontractors shall comply with all requirements thereof; specifically, to:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- b. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- d. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of Park Loyalty upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency. If Park Loyalty does not comply with this section, the City shall enforce the Contract provisions in accordance with the Agreement and may unilaterally cancel this Agreement in accordance with state law.

No confidentiality or non-disclosure requirement of either federal or state law shall be violated by Park Loyalty or its subcontractors. any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

Park Loyalty shall, by written contract, require its subcontractors to agree to the requirements and obligations of this Section 7.2.

IF PARK LOYALTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PARK LOYALTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.

CITY CUSTODIAN OF PUBLIC RECORDS:
HEATHER MONTEMAYOR, CMC, CITY CLERK
150 N.E. 2ND AVE., DEERFIELD BEACH,
FL 33441 954-480-4213
WEB.CLERK@DEERFIELD-BEACH.COM

10.10 Scrutinized Companies

- a. Park Loyalty certifies that it and its subconsultants are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if Park Loyalty or its subconsultants are found to have submitted a false certification; or if Park Loyalty, or its subconsultants are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, Park Loyalty certifies that it and its subconsultants are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if Park Loyalty, its affiliates, or its subconsultants are found to have submitted a false certification; or if Park Loyalty, its affiliates, or its subconsultants are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. Park Loyalty agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- d. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

10.11 VERIFICATION OF EMPLOYMENT ELIGIBILITY

Park Loyalty shall comply with Sections 448.09 and 448.095, Fla. Stat., "Employment Eligibility," including the registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of this Agreement. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. All costs incurred to initiate and sustain the aforementioned program shall be the responsibility of Park Loyalty in accordance with Sections 448.09 and 448.095, Florida Statutes. Park Loyalty is liable for additional costs incurred by the City as a result of termination of this Agreement. If this Agreement is terminated for a violation of the statute by Park Loyalty, Park Loyalty may not be awarded a public contract for a period of one (1) year after the date of termination.

10.12 NON-COERCION AFFIDAVIT FOR LABOR SERVICES.

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

10.13 FOREIGN COUNTRIES OF CONCERN AFFIDAVIT.

In accordance with Section 287.138, Florida Statutes, Park Loyalty is required to attest that it does not meet any of the criteria set forth in Paragraph 2 (a)-(c) of Section 287.138, Florida Statutes, as such terms are defined therein, as updated. At the time of execution of this Agreement, Park Loyalty shall submit the required Affidavit,

which will be provided by the City's Procurement Division.

10.14 INSURANCE REQUIREMENTS. During the course of performing the Services under this Agreement, Park Loyalty agrees to maintain the following levels of insurance: (a) Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; (b) Professional Liability (Errors and Omissions) in an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; and (c) Cyber Security Liability Insurance in an amount not less than \$1,000,000 per occurrence and \$1,000,000 in the aggregate. All such insurance policies shall name the City of Deerfield Beach as an additional insured and Park Loyalty shall provide the Client with copies of the Certificate of Insurance prior to commencing such Services. In the event that the insurance is cancelled, Park Loyalty shall notify the Client within five days of such notice of cancellation and provide Client with a new Certificate of Insurance.

11. DEFINITIONS

"Agreement" means this Software Subscriber Agreement, including the Park Loyalty Production Support and Service Level Availability Policy (as may be updated from time to time), any exhibits or attachments hereto, and any fully executed Order Form.

"Authorized Parties" means, for Services, those employees, contractors, and end users, as applicable, authorized by You or on Your behalf to use the Services in accordance with Agreement and the relevant Subscription Services Order. For Services that are specifically designed to allow Your customers, suppliers or other third parties to access the Services to interact with You, such third parties will be considered "Authorized Parties" subject to the terms of this Agreement and the relevant Subscription Services Order.

"Client Data" means the electronic data or information submitted by Client or Authorized Parties to the Service. This may include data of Client's customers as applicable.

"Client Input" means suggestions, enhancement requests, recommendations or other feedback provided by Client or its Employees and Authorized Parties relating to the operation or functionality of the Service, excluding Client Data.

"Documentation" means Park Loyalty's documentation describing the functional and technical features of the software components set forth in Section 1 of the Order Form for use with the Service, as may be amended from time to time and duly notified to the Client.

"Employee" means employees, consultants, contingent workers, independent contractors of Client.

"Improvements" means all improvements, updates, enhancements, error corrections, bug fixes, release notes, upgrades and changes to the Service and Documentation as developed by Park Loyalty and made generally available for Production use without a separate charge to Clients.

"Intellectual Property Rights" means any and all common law, statutory and other industrial property rights and intellectual property rights, including copy rights, trademarks, trade secrets, patents and other proprietary rights issued, honored or enforceable under any applicable laws anywhere in the world, and all moral rights related thereto.

"Law" means any local, state, national and/or foreign law, treaties, and/or regulations applicable to a respective party.

"Malicious Code" means viruses, worms, time bombs, Trojan horses and other malicious code, files, scripts, agents or programs.

"Service" means Park Loyalty's software-as-a-service applications as described in the Documentation and subscribed to under an Order Form.

"SLA" means the Park Loyalty Production Support and Service Level Availability Policy, which may be updated by Park Loyalty from time to time.

"Subscription Services Order" or "Order" means the separate ordering documents in substantially the form attached hereto as an Exhibit, under which Client subscribes to the Park Loyalty Service pursuant to this Agreement that have been fully executed by the parties and which ordering document may be entered into either by Client or one or more intermediary that is jointly and severally responsible for payment of the amounts therein, in each case for the benefit of the Client under this Agreement.

"Tenant" means a unique instance of the Service, with a separate set of Client data held by Park Loyalty in a logically separated database (i.e., a database segregated through password -controlled access).

"Third Party Content" means all software, data, text, images, audio, video, photographs and other content and material, in any format, that are obtained or derived from third party sources outside of Park Loyalty that You may access through, within, or in conjunction with Your use of, the Services. Examples of Third Party Content include data feeds from social network services, rss feeds from blog posts. Third Party Content includes third-party sourced materials accessed or obtained by Your use of the Services.

"Total Members" means total number of members including officers, and reporting system users, who have an active account in the system;

"Your Content" Client data, text, images, audio, video, photographs, or third-party applications, and other content and material, in any format, provided by You or any of Authorized Parties that is stored in, or run on or through, the Services. Services under this Agreement, Park Loyalty intellectual property, and all derivative works thereof, do not fall within the meaning of the term "Your Content." Your Content includes any Third-Party Content that is brought by You into the Services by Your use of the Services.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives as of the day and year first above written, in one or more counterparts, PDF or other replication, each of which shall be deemed an original.

Client	Park Loyalty Inc.
Signature	Signature
(Authorized Representative)	(Authorized Representative)
Name:	Name: Marc Lucey
Title:	Title: Chief Executive Officer
Email:	Email: marc.lucey@parkloyalty.com
Date:	Date:

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

Anthony C. Soroka, City Attorney

EXHIBIT 1: SERVICE LEVEL AVAILABILITY, PRODUCTION SUPPORT AND SECURITY POLICY

Service Level Availability (“SLA”) is a policy governing the use of Service ”). We reserve the right to update this SLA from time to time upon notice to you.

a) SERVICE COMMITMENT

Park Loyalty will use commercially reasonable efforts to make the Service available with a Monthly Uptime Percentage (defined below) of at least 99.5%, during any monthly billing cycle (the “Service Commitment”). In the event Park Loyalty does not meet the Service Commitment, you will be eligible to receive a Service Credit, as described below.

b) DEFINITIONS

- “Monthly Uptime Percentage” is calculated by subtracting from 100% the percentage of minutes during the month in which the Service was “Unavailable.” Monthly Uptime Percentage measurements exclude downtime resulting directly or indirectly from any Park Loyalty Exclusion (defined below).
- “Unavailable” and “Unavailability” mean that the Park Loyalty Production Service is unavailable at the Park Loyalty production data center’s internet connection points and parking enforcement officers cannot issue citations.
- A “Service Credit” is a United States Dollar credit, calculated as set forth below, that we may credit back to an eligible account.

c) SERVICE COMMITMENTS AND SERVICE CREDITS

Service Credits are calculated as a percentage of the total charges paid by you for the Service that was Unavailable, as applicable for the monthly billing cycle in which the Unavailability occurred in accordance with the schedule below.

Monthly Uptime Percentage	Service Credit Percentage
Less than 99.5% but equal to or greater than 98.0%	10%
Less than 98% but equal to or greater than 95.0%	20%
Less than 95.0% but equal to or greater than 90.0%	50%
Less than 90%	100%

We will apply any Service Credits against payments due during the course of each year of this Agreement. Park Loyalty shall provide proper documentation to Client substantiating the Service Credits being apply. At the end of each year of the Agreement, if Service Credits remain, Park Loyalty shall remit the balance of the Services as a Credit Payment to the City and sent to the City’s Finance Department at 150 NE 2nd Avenue, Deerfield Beach, Florida 33441. only against future payments otherwise due from you .

d) CREDIT REQUEST and PAYMENT PROCEDURES

To receive a Service Credit, you must submit a claim to our authorized representative. To be eligible, the credit request must be received by us by the end of the second billing cycle after which the incident occurred and must include:

- i. the words “SLA Credit Request” in the subject line;
- ii. the dates and times of each Unavailability incident that you are claiming;
- iii. the affected process or specific functionality; and
- iv. your request logs that document the errors and corroborate your claimed outage (any confidential or sensitive information in these logs should be removed or replaced with asterisks).

If the Monthly Uptime Percentage of such request is confirmed by us and is less than the Service Commitment, then we will issue the Service Credit to you within one billing cycle following the month in which your request is confirmed by us. Your failure to provide the request and other information as required above will disqualify you from receiving a Service Credit.

e) Park Loyalty EXCLUSIONS

The Service Commitment does not apply to any unavailability, suspension or termination of the Service or performance issues: (i) caused by factors outside of our reasonable control, including any force majeure event or Internet access or related problems; (ii) that result from any actions or inactions of you or any third party; (iii) that result from your equipment, software or other technology and/or third party equipment, software or other technology; (iv) that result from any scheduled maintenance as provided in Section f(i) herein; or (v) arising from our suspension and termination of your right to use Service in accordance with the MSA (collectively, the “Park Loyalty Exclusions”). If availability is impacted by factors other than those used in our Monthly Uptime Percentage calculation, then the Client has the option to terminate the Agreement and request a pro-rata refund, if the unavailability of the Service is not due to any action of the Client..

f) PRODUCTION SUPPORT AND MAINTENANCE

Park Loyalty's Service is based on a multi-tenanted operating model that applies common, consistent management practices for Clients using this Service with the following policies regarding production support and maintenance:

i. Planned Maintenance

Park Loyalty's planned maintenance includes:

- Up to One (2) hour for weekly maintenance
- Up to Two (8) hours for monthly maintenance
- Up to Four (16) hours for quarterly maintenance

Park Loyalty shall provide Client with at least seven (7) days prior written notice of such maintenance.

ii. Park Loyalty Update Process and Notifications

Park Loyalty may enhance the capabilities of the Service with new features. Updates may take up to twenty-four (24) hours to complete, which will require the Service to be taken down for some or all of that time. This will not be considered as an unplanned outage. Park Loyalty will provide notification of and information about Updates no less than seven (7) days prior to any Updates. .

iii. Disaster Recovery

Park Loyalty maintains a disaster recovery plan for the Service towards i) a recovery time objective of twelve (12) hours measured from the time that the Service becomes unavailable from a disaster, until it is available again and ii) a recovery point objective of thirty (30) minutes-measured from the time that the first transaction is lost until the Service became Unavailable.

iv. Support Request Submittal and Reporting

Client may submit support requests to Park Loyalty. Each support request will be assigned a unique number. Park Loyalty will respond each case in accordance with this SLA and will use commercially reasonable efforts towards resolution of each issue consistent with the MSA with timing dependent on the nature of the case and the resolution itself. A resolution may consist of a fix, workaround, or delivery of information.

v. Service Level Determination

Client shall reasonably self-diagnose each support issue and recommend to Park Loyalty an appropriate Severity Level designation as set forth herein. Park Loyalty shall validate Client's Severity Level designation or notify Client of a proposed change in the Severity Level designation to a higher or lower level with justification for the change. In the event of a conflict regarding the appropriate Severity Level designation, each party shall promptly escalate such conflict to its management team for resolution through consultation between the parties' management, during which time the parties shall continue to handle the support issue in accordance with the Park Loyalty Severity Level designation.

vi. Support Request – Severity Levels and Response

Response time is the period from the time the Support Request was reported to Park Loyalty until Park Loyalty responds to Client and the parties recognize that Park Loyalty will use commercially reasonable efforts in its response and any resolution timing is dependent on the nature of the reported issue, in each case as follows and subject to Client's Commitment:

Severity Level	Definition	First Response	Resolution	Client Commitment
1	The Park Loyalty service is unavailable for all users	1 Hour	Park Loyalty Production Support team will promptly on a priority basis work towards returning the Service to normal operation with a target resolution time of 4 hours from the time the issue was first reported by the Client. Park Loyalty will notify the Client about the status of issue during the resolution process.	Client will remain continuously accessible to Park Loyalty for troubleshooting, and provide additional information, where required, from the time issue is reported until it is resolved.
2	The Park Loyalty Service contains a bug that prevents Client from executing	4 Hours	Park Loyalty Production Support team will work towards returning the Service returns to normal operation with a target resolution time of 24 hours from the time the issue was first	Client will remain continuously accessible to Park Loyalty for troubleshooting, and provide additional information,

	one or more critical business processes with a significant impact and no workaround exists.		reported by the Client. Park Loyalty will inform the Client about the status of issue during the resolution process.	where required, from the time issue is reported until it is resolved.
3	The Park Loyalty Service contains an issue that prevents Client from executing one or more critical business processes but a workaround exists.	24 Hours	If the resolution of the issue requires a bug fix, Park Loyalty may add the bug fix to its development queue for a future update and suggest a workaround until the problem is resolved in a future update. Park Loyalty will brief the Client about the workaround and help implement the workaround, if applicable, and necessary.	Client will respond to Park Loyalty requests for additional information in a timely manner and implement recommended solution in a timely manner.
4	The Park Loyalty Service contains an issue that may disrupt functionality that is not imperative for Client business operations.	48 Hours	If the resolution of the issue requires a bug fix, Park Loyalty may add the bug fix to its development queue for future update and suggest a workaround until the problem is resolved in a future update. Park Loyalty will brief the Client about the workaround and help implement, if applicable and necessary.	Client will respond to Park Loyalty requests for additional information in a timely manner

g) Park Loyalty SUPPORT SCOPE

Park Loyalty will support functionality that is developed by Park Loyalty and under its direct control. For all other functionality, and/or issues or errors in the Service caused by issues, errors and/or changes in Client's information systems and/or third-party products or services including Park Loyalty Exclusions if applicable, Park Loyalty may assist Client and its third-party providers in diagnosing and resolving issues or errors but Client acknowledges that these matters are outside of Park Loyalty's support obligations and shall be subject to the express prior written consent of the parties.

h) SECURITY

Park Loyalty Service includes the following administrative, technical and physical steps towards safeguards to protect Client Data from loss, damage, alteration, destruction, and unauthorized access or use (as published and updated time to time on www.lji.io):

i. Security Awareness and Training

A mandatory security awareness and training program for all members of Park Loyalty's workforce (including management), which includes:

- Training on how to coordinate with Client Data security
- Promoting a culture of security awareness through periodic communications from senior management with employees.
- All members shall participate in regularly scheduled security awareness training provided by senior management or other designated personnel of Park Loyalty who provide security awareness and training.

ii. Access Controls

Policies, procedures, and logical controls:

- To limit access to its information systems and the facility or facilities in which they are housed to properly authorized persons;
- To prevent those workforce members and others, who should not have access from obtaining access; and
- To remove access in a timely basis in the event of a change in job responsibilities or job status.

iii. Physical and Environmental Security

No Park Loyalty employee has access to the applicable physical environments. Park Loyalty uses 3rd party Cloud Service (AWS).

iv. Data Backup

In order to respond to an emergency or other occurrence that could damage Client Data or production systems that contain Client Data, Park Loyalty's Data Backup Policy enables periodic, automatic backups of production file systems and databases according to a defined schedule.

v. Audit Controls and Monitoring

Procedural mechanisms that record and examine activity in information systems that contain or use electronic information, including appropriate logs and reports concerning these security requirements.

vi. Data Integrity

Park Loyalty Service includes policies and procedures towards protecting the confidentiality, integrity, and availability of Client Data against disclosure, improper alteration, or destruction. All data is transmitted using https. Data at rest, Data backups and File storage systems have encryption enabled.

EXHIBIT 2: SUBSCRIPTION SERVICE ORDER AND PRICE QUOTE



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2025-551

Agenda Date: 11/18/2025

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. for repair services for the City's Vac-Con sewer cleaning vacuum truck in an amount not to exceed \$31,954.78 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 #401-300-360-3603-000-53600-503105 - Repairs and Maint Equipment)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$31,953.78

Account Name: Repairs and Maint Equipment

Account Number: 401-300-360-3603-000-53600-503105

Background/History

The Water Distribution Division of the Environmental Services Department relies on the vacuum (vac) truck as a critical piece of equipment for daily operations, including valve maintenance, main break repairs, service line replacements, and the removal of debris and standing water from excavations. The truck plays a key role in maintaining water quality, minimizing service disruptions, and ensuring the safety and efficiency of field crews during excavation activities.

Over time, the truck has experienced significant wear and mechanical issues due to continuous heavy-duty use in demanding field conditions. These issues have affected its performance and reliability, leading to increased downtime and higher dependence on external equipment rentals or contractor assistance.

Given the essential role of the vac truck in emergency response and routine maintenance operations, timely repair is necessary to restore its full operational capacity, prevent service delays, and avoid higher long-term costs associated with equipment rental or replacement.

Repairing the vac truck is the most practical and cost-effective solution to restore the Department's operational readiness. The estimated cost of repairs is significantly lower than the cost of purchasing a new unit, which can exceed several hundred thousand dollars. Timely repairs will also eliminate the recurring expenses associated with rentals and reduce delays in responding to main breaks and other

water emergencies.

Maintaining a fully functional vac truck is critical to the department's mission of providing uninterrupted and safe water service to residents. The repair will extend the service life of the equipment, improve reliability in daily operations, and ensure that crews remain fully equipped to respond promptly to emergencies.

Current Activity

Staff has secured a quote from the on-contract fleet equipment repair vendor, who will provide the parts and the labor necessary for a prompt repair of the vac truck. Southern Sewer Equipment Sales and Service, Inc. is the sole authorized Vac-Con, Inc. dealer serving the municipal market for sales, parts and service for the Vac-Con trucks in the State of Florida.

Recommendation

It is recommended the City Commission of the City of Deerfield Beach approve a repair request to Southern Sewer Equipment Sales and Services, Inc. for repairs of Vacuum Truck, Fleet Unit # 4482, in an amount not to exceed \$31,953.78.

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. FOR REPAIR SERVICES FOR THE CITY'S VAC-CON SEWER CLEANING VACUUM TRUCK IN AN AMOUNT NOT TO EXCEED \$31,953.78 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 Department of Environmental Services (the "Department") owns and operates Freightline Vac-Con trucks (the "Trucks") that are utilized for a variety of operational needs in the wastewater collections, stormwater, and water distribution divisions; and

WHEREAS, the Trucks play a pivotal role in completing daily operational tasks, which include valve maintenance, main break repairs, service line replacements, and the removal of standing water from excavations; and

WHEREAS, currently one of the Trucks ("Truck No. 4482") has experienced significant wear and tear due to continuous heavy duty usage affected by field conditions, which have impacted the truck's performance and reliability causing increased downtime resulting in a higher dependence on external equipment rentals and/or contractor assistance for required operational and work tasks; and

WHEREAS, the Department has determined the most practical and cost-effective solution is to repair Truck No. 4482 in order to improve the Department's operational needs and readiness; and

WHEREAS, Southern Sewer Equipment Sales and Service, Inc. ("Southern") is the sole authorized Vac-Con, Inc. dealer serving the municipal market for sales, parts and service for the Trucks in the State of Florida; and

WHEREAS, Section 38-116(3)(c)(2) 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 quotation method; and

WHEREAS, City staff recommends that the City Commission approve and authorize the issuance of a purchase order to Southern for the repair of Truck No. 4482 in an amount not to exceed \$31,953.78 (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 \$31,953.78.

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 \$31,953.78 for the sole source repair services to Truck No. 44822.

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



SOUTHERN SEWER EQUIPMENT SALES

3409 Industrial 27th Street
Fort Pierce, FL 34946
Ph: (800) 782-4134 Fax: (772) 595-9171
info@southernsewer.com
www.southernsewer.com



Estimate: E40092F

Date: 10/20/2025

DEERFIELD BEACH 210
200 SW GOOLSBY BLVD

DEERFIELD BCH, FL 33442

Year		Make/Model		Vehicle Identification		
		2016 VAC SERVICE		07167584		
Stock No	PO		Tag	Customer	Telephone	
07167584	ESTIMATE			10342	954-480-4403	

Cond	OpCode	T	Description	Quantity	List	Net	Total
------	--------	---	-------------	----------	------	-----	-------

Type: COMBO RO Open Date: 10/20/25 Fleet: 4482
Meter In: 5

001 REMOVE AND REPLACE FAN ASSY.

D VACCON# 07167584

MODEL # V311LHAE/1300

UNIT # 4482

MILEAGE:

CHASSIS:

PONY:

VIN #: 1FVHG3CYXGHHHC2740

CL	L CUSTOMER LABOR			1050.00
	CUSTOMER LABOR			
P	VACUUM COM	1.00	30650.00	30650.00
	VACUUM COMPRESSOR ASSY - SHIPPING ORDER	LIST \$40,221.23..		
P	KANAFLEX -	3.00	68.00	204.00
	KANAFLEX - 8 X 1 FOOT AR180			
P	POWER CLAM	2.00	24.89	49.78
	POWER CLAMP, 8 FOR KANAFLEX HOSE 2.8 LBS			
P	ACCORDING	1.00		
	WHITE PAINT ACCORDING TO SER # 07167584			
Subtotal charges this section				31953.78

THANK YOU FOR YOUR BUSINESS

Tax ID: 29/11/30

DAILY CREDIT CARD TRANSACTIONS ARE LIMITED TO \$25,000 PER CREDIT CARD.
A 25% RESTOCKING WILL BE CHARGED ON ALL RETURNED ITEMS.

Signature: _____

DESC	TOTALS
LABOR	1050.00
PARTS	30903.78
SUBLET	
MISC	
OTHER	
SUBTOTAL	31953.78
TAX	
TOTAL	31953.78



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2025-552

Agenda Date: 11/18/2025

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 Evoqua Water Technologies, LLC to furnish maintenance services for the Water Treatment Plant's chlorine emergency scrubber system in an amount not to exceed \$38,570.00 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 #401-300-360-3602-000-53600-503105 - Repairs and Maint Equipment)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$38,570.00

Account Name: Repairs and Maint-Equipment

Account Number: 401-300-360-3602-000-53600-503105

Background/History

The City's water treatment plant still depends mostly on elemental (gaseous) chlorine for disinfection. This is received in 1-ton pressurized cylinders at the plant, that are stored in a room (chlorine room) specially built for this purpose. A system associated with this room is the chlorine scrubber, which serves the purpose during an event of accidental release from one of these cylinders, of extracting the gas from the room and neutralizing the chemical with caustic before it is released into the atmosphere. This is for the safety of personnel going into the room to address the release, and for the public around the plant. Gaseous chlorine is a toxic chemical that is heavier than air, expanding 460 times by volume when transferring from liquid to gaseous form.

At the present time, the Chlorine Scrubber system at the WTP is out of service, and efforts are being made to rehab it and place it back in service. Keeping this system in operation is a regulatory requirement that needs to be complied with until gaseous chlorine is no longer used at the plant. Acid washing of these systems is recommended on 3 to 5 years frequencies to remove the solids that accumulate in the unit and recharging caustic liquid.

The sole source vendor submitted their quote with three-line items, including two optional items.

Only line-item number 1 service is needed, in the amount of \$38,570.00.

Current Activity

The Chlorine Scrubber System is currently out of service. Original pumps have been ordered under

an emergency purchase. Due to the lead time to receive these, a temporary pump of different material will be installed to complete this cleaning, and will remain in service until the design pumps are received.

Recommendation

It is recommended the City Commission of the City of Deerfield Beach approve a contract with Evoqua Water Technologies in the amount of \$38,570.00 for the acid cleaning of the chlorine scrubber system at the Water Treatment Plant.

RESOLUTION NO. 2025/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE ISSUANCE OF A PURCHASE ORDER TO EVOQUA WATER TECHNOLOGIES, LLC TO FURNISH MAINTENANCE SERVICES FOR THE WATER TREATMENT PLANT'S CHLORINE EMERGENCY SCRUBBER SYSTEM IN AN AMOUNT NOT TO EXCEED \$38,570.00 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 Water Treatment Plant houses a chlorine scrubber, which is a device that neutralizes chlorine gas with caustic in case of an accidental release from cylinders, preventing it from escaping into the environment; and

WHEREAS, the chlorine scrubber system (the "System") is currently out of service and efforts by the Department of Environmental Services are in progress to rehabilitate and restore the System's operation; and

WHEREAS, regulatory requirements mandate maintaining the System until gaseous chloring use is discontinued and it is recommended that the System should be acid washed every three to five years to eliminate accumulated solids and recharge the caustic solution; and

WHEREAS, Evoqua Water Technologies, LLC ("Evoqua"), is the sole agent designated by the manufacturer of the System to service its products including the System at the City's Water Treatment Plant (the "Plant"), including acid washing services; and

WHEREAS, on October 31, 2025, the Purchasing and Contract Administration Division posted Sole Source Notification #26-003, and the notice was sent to 331 vendors via the e-Procurement Marketplace and identified November 6, 2025 as the expiration due date for responses to be submitted; and

WHEREAS, two (2) vendors viewed the Sole Source Notification, and the Purchasing and Contract Administration Division received no responses; and

WHEREAS, Section 38-116(3)(c)(2) 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 quotation method; and

WHEREAS, City staff recommends that the City Commission approve and authorize the issuance of a purchase order to Evoqua for maintenance of the System, which consists of acid washing in the amount of \$38,570.00 (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 Evoqua in the amount of \$38,570.00.

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

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

Section 2. The City Commission hereby approves and authorizes the issuance of the Purchase Order to Evoqua in the amount of \$38,570.00 for the sole source purchase of maintenance services for the System, including acid washing of the System.

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

October 23, 2025

Adrian Mocanu
Environmental Compliance Superintendent
City of Deerfield Beach
290 Goolsby Blvd.
Deerfield Beach, FL 33442
Phone: (954) 480-4457
Email: AMocanu@deerfield-beach.com

**RE: ACID WASH CHLORINE EMERGENCY SCRUBBER SERVICE
DEERFIELD BEACH, FL – WATER TREATMENT PLANT
Evoqua AM Quote No. 2024-00674754R2 AM VP**

Dear Mr. Mocanu,

Evoqua Water Technologies would like to provide the following proposal to acid wash the Emergency Vapor Scrubber System (EVSS) at the Deerfield Beach WTP. Acid washing is recommended on a 3–5-year frequency to remove the solids that accumulate in the unit and recharge caustic liquid. The following is a cost proposal for caustic disposal, acid washing and acidic brine removal services for your chlorine scrubber system.

SCOPE OF SERVICES:

A description of the proposed materials and services provided by Evoqua is outlined below:

- Spent caustic solution will be drained into nine (9) 330-gallon totes for off-site disposal or directly down local drain into collection system (if permitted).
- The EVSS will be acid washed with drums of muriatic acid (20 Baume), supplied by Evoqua, for spent caustic solids removal.
- Resulting acid brine (pH 2-7) solution will be transferred to a tanker truck for off-site disposal or directly down local drain into collection system (if permitted).
- Re-gasketing of the top access ports as needed.
- Re-fill EVSS with 20% membrane grade caustic supplied by Evoqua.
- Add anti-foaming solution to system.
- Restart system and test run.
- Inspection of scrubber nozzle operation.
- Inspection of recirculation pump operation.

The City of Deerfield Beach shall provide:

- Proper functioning of EVSS recirculation pumps prior to and during Evoqua's time on site.
- Safe access to scrubber.
- Water supply for cleaning and rinsing.
- Upfront notification if off-site disposal is required for spent caustic and acid brine solutions.

Notes:

- Additional costs and a return trip may be required if an inoperable EVSS system is present upon Evoqua's arrival – system needs to power up, have functional recirculation pumps, spray nozzle functionality, etc.
- After completion of the acid wash, should the scrubber need additional repairs, Evoqua will provide a separate proposal for your review and approval.

PRICING:

Line	Description	Total Price
1	Acid wash & caustic refill service with complete on-site chemical waste disposal	\$38,570.00
2	Adder for off-site disposal of caustic waste (hazardous disposal)	\$33,942.00
3	Adder for off-site disposal of acid brine solution	\$19,387.00

SCHEDULING:

Evoqua will need to coordinate the delivery of chemicals and equipment for chemical disposal with our suppliers after receipt of order, actual dates TBD.

NOTES:

Terms of Payment are NET 30 days from date of invoice. These prices do not include any applicable taxes.

Due to current volatility in the market, pricing associated with this quote will remain firm for a period of thirty (30) days. If we are not in receipt of an order by the end of this firm price period, we reserve the right to modify the prices quoted.

The attached Terms and Conditions are considered part of this proposal and shall prevail.

It is our pleasure to provide our services to the City of Deerfield Beach. It is of utmost importance to ensure your emergency scrubber systems are working properly and ready to provide reliable protection against chlorine gas leaks.

Thank you for considering Evoqua Water Technologies for your EVSS equipment needs. If you have any questions or need additional information, please feel free to contact me at any time.

Sincerely,

Richard Sanchez

Richard Sanchez
Executive Sales Representative
Cell Phone: (561) 917-0251
Email: richard.sanchez@xylem.com

RE: ACID WASH CHLORINE EMERGENCY SCRUBBER SERVICE
DEERFIELD BEACH, FL – WATER TREATMENT PLANT
Evoqua AM Quote No. 2024-00674754R2 AM VP

OFF-SITE DISPOSAL:

- Off-site disposal of caustic solution: _____ Yes _____ No
- Off-site disposal of acid brine solution: _____ Yes _____ No

Evoqua will process your order when we receive acceptance of this proposal, by signing below and returning to utilityservicesinbox@xylem.com or via fax to: (941) 359-7985.

Company Name: _____

This ____ day of _____ Month _____ Year

By: _____

Title: _____

P.O. Number: _____

Ship To: _____

NOTE: Effective April 2022, you may be assessed a 3% fee if paying via Credit Card. Find more info on our website here > <https://www.evoqua.com/en/about-us/terms-conditions-sale-products-services/credit-card-fee-faqs> . Ask us how to avoid paying fees by migrating to ACH CTX payment type.

STANDARD TERMS OF SALE

1. **Applicable Terms.** These terms govern the purchase and sale of equipment, products, related services, leased products, and media goods if any (collectively herein "Work"), referred to in Seller's proposal ("Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is expressly conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms or documents.
2. **Payment.** Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation specifically provides otherwise, freight, storage, insurance and all taxes, levies, duties, tariffs, permits or license fees or other governmental charges relating to the Work or any incremental increases thereto shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. If Buyer claims a tax or other exemption or direct payment permit, it shall provide Seller with a valid exemption certificate or permit and indemnify, defend and hold Seller harmless from any taxes, costs and penalties arising out of same. All payments are due within thirty (30) days after receipt of invoice. Buyer shall pay interest on all late payments not received by the due date. The Buyer shall be charged the lesser rate of 1 ½% interest per month or the maximum interest rate permissible under applicable law, calculated daily and compounded monthly. Buyer shall also reimburse Seller for all costs incurred in collecting amounts due but unpaid, including without limitation, collections fees and attorneys' fees. All orders are subject to credit approval by Seller. Back charges without Seller's prior written approval shall not be accepted.
3. **Delivery.** Delivery of the Work shall be in material compliance with the schedule in Seller's Documentation. Unless Seller's Documentation provides otherwise, delivery terms are FOB Shipping Point, or for international orders, ExWorks Seller's factory (INCO™ Terms 2020). Title to all Work shall pass upon receipt of payment for the Work under the respective invoice. Unless otherwise agreed to in writing by Seller, shipping dates are approximate only and Seller shall not be liable for any loss or expense (consequential or otherwise) incurred by Buyer or Buyer's customer if Seller fails to meet the specified delivery schedule.
4. **Ownership of Materials and Licenses.** All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data, software, and other information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any written material solely for Buyer's use of the Work. Buyer shall not disclose any such material to third parties without Seller's prior written consent. Buyer grants Seller a non-exclusive, non-transferable license to use Buyer's name and logo for marketing purposes, including but not limited to, press releases, marketing and promotional materials, and web site content.
5. **Changes.** Neither party shall implement any changes in the scope of Work described in Seller's Documentation without a mutually agreed upon change order. Any change to the scope of the Work, delivery schedule for the Work, any Force Majeure Event, any law, rule, regulation, order, code, standard or requirement which requires any change hereunder shall entitle Seller to an equitable adjustment in the price and time of performance. If Buyer requests a proposal for a change in the Work from Seller and subsequently elects not to proceed with the change, a change order shall be issued to reimburse Seller for reasonable costs incurred for estimating services, design services, and services involved in the preparation of proposed changes.
6. **Force Majeure Event.** Neither Buyer nor Seller shall have any liability for any breach or delay (except for breach of payment obligations) caused by a Force Majeure Event. If a Force Majeure Event exceeds six (6) months in duration, the Seller shall have the right to terminate the Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment, including overhead and profit, for work performed prior to the date of termination. "Force Majeure Event" shall mean events or circumstances that are beyond the affected party's control and could not reasonably have been easily avoided or overcome by the affected party and are not substantially attributable to the other party. Force Majeure Event may include, but is not limited to, the following circumstances or events: war, act of foreign enemies, terrorism, riot, strike, or lockout by persons other than by Seller or its sub-suppliers, natural catastrophes, (with respect to on-site work) unusual weather conditions, epidemic, pandemic, communicable disease outbreak, quarantines, national emergency, or state or local order.
7. **Warranty.** Subject to the following sentence, Seller warrants to Buyer that the (i) Work shall materially conform to the description in Seller's Documentation and shall be free from defects in material and workmanship and (ii) the Services shall be performed in a timely and workmanlike manner. Determination of suitability of treated water for any use by Buyer shall be the sole and exclusive responsibility of Buyer, and Seller disclaims any warranty regarding such suitability. The foregoing warranty shall not apply to any Work that is specified or otherwise demanded by Buyer and is not manufactured or selected by Seller, as to which (i) Seller hereby assigns to Buyer, to the extent assignable, any warranties made to Seller and (ii) Seller shall have no other liability to Buyer under warranty, tort or any other legal theory. The Seller warrants the Work, or any components thereof, through the earlier of (i) eighteen (18) months from delivery of the Work, or (ii) twelve (12) months from Buyer's initial operation of the Work, or in the case of services performed as part of the Work, ninety (90) days from the performance of the services (the "Warranty Period"). If Buyer gives Seller prompt written notice of breach of this warranty within the Warranty Period, Seller shall, at its sole option and as Buyer's sole and exclusive remedy, repair or replace the subject parts, re-perform the Service or refund the purchase price. Unless otherwise agreed to in writing by Seller, (i) Buyer shall be responsible for any labor required to gain access to the Work so that Seller can assess the available remedies and (ii) Buyer shall be responsible for all costs of installation of repaired or replaced Work. If Seller determines that any claimed breach is not, in fact, covered by this warranty, Buyer shall pay Seller its then customary charges for any repair or replacement made by Seller. Seller's warranty is conditioned on Buyer's (i) operating and maintaining the Work in accordance with Seller's instructions, (ii) not making any unauthorized repairs or alterations, and (iii) not being in default of any payment obligation to Seller. Seller's warranty does not cover (i) damage caused by chemical action or abrasive material, improper thermal or electrical capacity, misuse or improper installation (unless installed by Seller) and (ii) media goods (such as, but not limited to, resin, membranes, or granular activated carbon media) once media goods are installed. THE WARRANTIES SET FORTH IN THIS SECTION ARE THE SELLER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITATION OF LIABILITY PROVISION BELOW. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.
8. **Indemnity.** Seller shall indemnify, defend, and hold Buyer harmless from any claim, cause of action, or liability incurred by Buyer as a result of third-party claims for personal injury, death, or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole

authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Buyer (i) promptly notifying Seller of any claim, and (ii) providing reasonable cooperation in the defense of any claim. Buyer shall indemnify, defend, and hold harmless Seller from any claim, cause of action, or liability incurred by Seller as a result of third-party claims for personal injury, death, or damage to tangible property, to the extent caused by Buyer's negligence. Buyer shall have the sole authority to direct the defense of and settle any such indemnified claim. Buyer's indemnification is conditioned on Seller (i) promptly notifying Buyer of any claim, and (ii) providing reasonable cooperation in the defense of any claim.

9. Assignment. Neither party may assign this Agreement, in whole or in part, nor any rights or obligations hereunder without the prior written consent of the other party; provided, however, the Seller may assign its rights and obligations under these terms to its affiliates or in connection with the sale or transfer of the Seller's business, and Seller may grant a security interest in the Agreement and/or assign proceeds of the agreement without Buyer's consent.

10. Termination. Either party may, in addition to any other available remedy, terminate this agreement for a material breach upon issuance of a written notice of the breach and expiration of a thirty (30) day cure period. In the event of (i) a voluntary or involuntary petition in bankruptcy, (ii) an assignment for the benefit of a creditor, or (iii) a receivership, liquidation, or dissolution, Seller may terminate the agreement immediately, in addition to seeking any other available remedy. If Buyer suspends an order without a change order for ninety (90) or more days, Seller may thereafter terminate this Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed, whether delivered or undelivered, prior to the date of termination.

11. Dispute Resolution. In the event of any claim, dispute, or controversy arising out of or relating in any way to this Agreement (collectively, a "Claim"), Seller and Buyer shall first negotiate in good faith in an effort to resolve the Claim. If, despite good faith efforts, the parties are unable to resolve a Claim through negotiations, the parties shall mediate the Claim in accordance with the commercial mediation procedures of the American Arbitration Association ("AAA"), with such mediation to take place in Pittsburgh, Pennsylvania. If the parties are unable to resolve the Claim through such mediation, then the Claim shall be resolved through final and binding arbitration pursuant to the commercial arbitration procedures of the AAA, with such arbitration to take place in Pittsburgh, Pennsylvania before one arbitrator, who shall have authority to rule on jurisdiction over the Claim. Seller and Buyer agree to the exclusive jurisdiction of the federal and state courts situated in Allegheny County, Pennsylvania for purposes of entering judgment upon the arbitrator's award. The substantially prevailing party, as determined by the arbitrator, shall be entitled to recover all costs, expenses, and charges, including, without limitation, reasonable attorneys' fees and expert witness fees, incurred in connection with the Claim. In case of an Agreement under which Seller ships the Work outside of the United States, or under which Seller's and Buyer's places of business are in different countries, any Claim which is not resolved by the good faith negotiations and mediation required by this Section shall then be determined by arbitration administered by the International Center for Dispute Resolution in accordance with its International Arbitration Rules, with such arbitration taking place in Pittsburgh, Pennsylvania, USA, before one arbitrator, with English as the language of the arbitration. This Agreement and any Claim shall be governed by the laws of the Commonwealth of Pennsylvania, without giving effect to the choice of law principles thereof.

12. Export Compliance. All items, and technologies, software, and work products are controlled by the U.S. Government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations. Any diversion contrary to U.S. law is prohibited. Buyer acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal, and usage of the Work provided under this Agreement, including any export license requirements. Buyer agrees that such Work shall not at any time directly or indirectly be used, exported, sold, transferred, assigned, or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Seller of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. BUYER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

13. Anti-Kickback Statute – Discounts. It is the intent of both Buyer and Seller to comply with the Anti-Kickback Statute (42 U.S.C. §1320a-7b(b)) and the Discount Safe Harbor and Warranties Safe Harbor regulations set forth in 42 C.F.R. 1001.952(h) and (g), respectively. Buyer's price may constitute a 'discount or other reduction in price' under the Anti-Kickback Statute. Seller shall provide Buyer with invoices that fully and accurately disclose the discounted price of all Products purchased under this Agreement to allow Buyer to comply with this Section and the Discount Safe Harbor regulations, including sufficient information to enable it to accurately report its actual cost for all purchases of Products. Buyer acknowledges that, if applicable, it will fully and accurately report all discounts or other price reductions, including warranty items, in the costs claimed or charges made under any Federal or State healthcare program and provide information upon request to third party reimbursement programs, including Medicare and Medicaid. Buyer will be solely responsible for determining whether any savings or discount or warranty item it receives must be reported or passed on to payors.

14. Federal Program Participation. Seller represents and warrants that neither it nor any of its current directors, officers, or key personnel: (i) are currently excluded, debarred or otherwise ineligible to participate in federal health care programs as defined in 42 U.S.C. §1320a-7b(f) (the "Federal Healthcare Programs"); (ii) have been convicted of a criminal offense related to the provision of healthcare items or services during the last five (5) years; or (iii) have been excluded, debarred or otherwise declared ineligible to participate during the last five (5) years in Federal Healthcare Programs. Seller will notify Buyer of any change in the status of the representations and warranties set forth above.

15. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE WORK, INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR ALL WARRANTY CLAIMS OR FOR ANY BREACH OR FAILURE TO PERFORM ANY OBLIGATION UNDER THE AGREEMENT, SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE WORK. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.

16. Miscellaneous. These terms, together with any related Contract Documents issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. To the extent the Agreement is considered a subcontract under Buyer's prime contract with an agency of the United States government, in case of Federal Acquisition Regulations (FARs) flow down terms, Seller will be in compliance with Section 44.403 of the FAR relating to commercial items and those additional clauses as specifically listed in 52.244-6, Subcontracts for Commercial Items (OCT 2014). If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. The Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without regard to its conflict of laws provisions. Both Buyer and Seller reject the applicability of the United Nations Convention on Contracts for the international sales of goods to the relationship between the parties and to all transactions arising from said relationship.

Only in the event that the Work contemplated in this Order is related to the provision of medical devices, the following additional terms apply:

17. Medical Devices Act and Regulatory Disclaimer. Buyer acknowledges that it is familiar with the U.S. Safe Medical Devices Act of 1990 (the "Devices Act") and the reporting obligations imposed on device users thereunder. In this regard, Buyer agrees to notify Seller within ten (10) days of the occurrence of any event identified in the Devices Act imposing a reporting obligation on Buyer and/or Seller (except for events representing an imminent hazard that require notification to the United States Food and Drug Administration (the "FDA") within seventy-two (72) hours (or such shorter time as required by law), in which case, such notice will be delivered to the FDA and Seller within said period). Buyer will maintain adequate tracking for the Products to enable Seller to meet the FDA requirements applicable to the tracking of medical devices. Although Seller has the required registrations, approvals, and licenses (e.g., U.S. 510(k) pre-market notifications) for all or substantially all of its systems, the purchase of parts and system components from Seller does not provide 510(k) compliance or compliance under any other law, rule or regulation for Buyer's system.

Only in the event that the Work contemplated in this Order is related to the provision of leased or rented equipment ("Leased Equipment"), the following additional terms apply:

18. Rental Equipment / Services. Any Leased Equipment provided by Seller shall at all times be the property of Seller with the exception of certain miscellaneous installation materials purchased by the Buyer, and no right or property interest is transferred to the Buyer, except the right to use any such Leased Equipment as provided herein. Buyer agrees that it shall not pledge, lend, or create a security interest in, part with possession of, or relocate the Leased Equipment. Buyer shall be responsible to maintain the Leased Equipment in good and efficient working order. At the end of the initial term specified in the order, the terms shall automatically renew for the identical period unless canceled in writing by Buyer or Seller not sooner than three (3) months nor later than one (1) month from termination of the initial order or any renewal terms. Upon any renewal, Seller shall have the right to issue notice of increased pricing which shall be effective for any renewed terms unless Buyer objects in writing within fifteen (15) days of issuance of said notice. If Buyer timely cancels service in writing prior to the end of the initial or any renewal term this shall not relieve Buyer of its obligations under the order for the monthly rental service charge which shall continue to be due and owing. Upon the expiration or termination of this Agreement, Buyer shall promptly make any Leased Equipment available to Seller for removal. Buyer hereby agrees that it shall grant Seller access to the Leased Equipment location and shall permit Seller to take possession of and remove the Leased Equipment without resort to legal process and hereby releases Seller from any claim or right of action for trespass or damages caused by reason of such entry and removal.



Evoqua Water Technologies LLC
2650 Tallevast Road, Sarasota, FL 34243, USA
t +1 941 359-7940, f +1 941 359 7985
utilityservicesinbox@xylem.com, www.xylem.com

August 26, 2025

Mr. Adrian Mocanu
Superintendent
City of Deerfield Beach
290 Goolsby Blvd.
Deerfield Beach, FL 33442
Phone: (954) 480-4370
Email: AMocanu@deerfield-beach.com

RE: SOLE SOURCE EMERGENCY VAPOR SCRUBBER SERVICE

Dear Mr. Mocanu:

Evoqua Water Technologies LLC is the sole source provider of service on our line of emergency vapor scrubber systems. This includes the RJ-2000Ô wet scrubber lines manufactured exclusively at our facilities.

Evoqua Water Technologies LLC is the sole manufacturer of its EVSS systems. Evoqua is the sole or exclusive representative within the state of Florida for the purchase of new products, OEM repair/replacement parts, maintenance, repair services, field services, and technical support.

No other representative can sell products, repair/replacement parts, maintenance, repair/replacement services, field services and technical support for Evoqua.

If you have any questions or need additional information, please feel free to contact me at (561) 917- 0251.

Sincerely,

Evoqua Water Technologies LLC

Richard Sanchez

Richard Sanchez
Executive Sales | Utility Services

RS:kwm



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2025-534

Agenda Date: 11/18/2025

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 fiscal year 2026 funding agreement with the Deerfield Beach Historical Society, Inc. for Phase III of the Butler House Rehabilitation Project in an amount not to exceed \$200,000.00; authorizing execution of the Funding Agreement; providing for implementation and an effective date. (Funds from Account #100-500-640-5400-000-55400-504094 - Other Community Contributions)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$200,000

Account Name: Other Community Contributions

Account Number: 100-500-640-5400-000-55400-504094

Background/History

The Historical Society of Deerfield Beach serves as a key community partner dedicated to preserving and sharing the City's cultural heritage through exhibits, public programs, and educational outreach. Over the years, the organization has provided valuable support in maintaining historic landmarks and fostering civic pride.

The Butler House, located within the City of Deerfield Beach, was donated to the Historical Society. The Society has undertaken significant rehabilitation efforts and obtained a Special Category Grant from the Florida Department of State, Division of Historical Resources, to leverage City funding for Phases I and II of the restoration project. The City Grant of \$200,000 to the Historical Society was contingent upon the Society receiving a grant from the Florida Department of State and completion of Phases I and II of the rehabilitation project. Phase I and II consisted of the following:

Phase I

- Roof repair/replacement
- Plumbing upgrades
- Electrical upgrades
- HVAC upgrades
- Interior finishes, including crack repair and floor tile repair/replacement.

Phase II

- Window repair/screening
- Shutter repair/replacement
- Security/exterior lighting
- Signage

The Society provided the City with an exit report of the project, and city staff completed a site visit of the Butler House to confirm work was completed.

Current Activity

The Historical Society of Deerfield Beach requested an additional \$200,000 in funding for completion of the final phase of the project, Phase III.

The final phase of the project aims to utilize the funding provided to continue the rehabilitation of the Deerfield Beach Historic Butler House, located at 380 E. Hillsboro Blvd, Deerfield Beach, FL 33441. Entering into this Agreement, the City will provide general funds in an amount not to exceed \$200,000 to the Historical Society. Funding will be utilized to implement the rehabilitation repairs, replacements, and upgrades for the Butler House. Phase III includes the following:

Phase III

- ADA Ramps/Signage
- Continuation of windows, screens, and doors
- Stucco Repair & Exterior Painting
- Continuation of roof repairs
- HVAC Upgrade of Climate Control
- Exterior Facilities Signage
- Digital Display

The funding provided to the Historical Society of Deerfield Beach would be provided in the form of a reimbursable grant. The society will be responsible for submitting a monthly reimbursement request. City staff will conduct a site visit to ensure the project's progress, and upon completion, an exit report will be required.

Recommendation

It is recommended that the City Commission approve the Agreement between the City of Deerfield Beach and the Historical Society for funding an amount not to exceed \$200,000 for Phase III of the rehabilitation repairs, replacements, and upgrades for the Butler House.

RESOLUTION NO. 2025/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE FISCAL YEAR 2026 FUNDING AGREEMENT WITH THE DEERFIELD BEACH HISTORICAL SOCIETY, INC. FOR PHASE III OF THE BUTLER HOUSE REHABILITATION PROJECT IN AN AMOUNT NOT TO EXCEED \$200,000.00; AUTHORIZING EXECUTION OF THE FUNDING AGREEMENT; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, the Deerfield Beach Historical Society, Inc. (the “Society”), has undertaken certain rehabilitation efforts for the Butler House (the “Project”), and obtained a Special Category Grant from the Florida Department of State, Division of Historical Resources (the “Division”) to leverage City funding for Phases I and II of the restoration project and THE restoration is currently in progress; and

WHEREAS, the Society has requested an additional \$200,000 in funding from the City for completion of the final phase of the Project (“Phase III”); and

WHEREAS, Phase III of the Project entails repairs/replacements that include ADA ramps/signage, continuation of windows, screens and door replacements, stucco repairs, exterior painting, continuation of roof repairs, HVAC upgrades of climate control, exterior facilities signage, and digital displays; and

WHEREAS, the City has appropriated \$200,000.00 of funding in the 2026 Fiscal Year Budget to be used by the Society for Phase III of the Project; and

WHEREAS, in order to effectuate the funding to the Society, it is necessary to enter into a Funding Agreement to establish the terms and conditions for the funding assistance; and

WHEREAS, the City Commission finds it to be in the best interests of the City to approve and authorize execution of the Funding Agreement with the Society, attached as Exhibit “1.”

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

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

Section 2. The City Commission hereby approves the Funding Agreement with the Society, attached as Exhibit “1”, for financial assistance in an amount not to exceed \$200,000.00 to support Phase III of the Project.

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

Section 4. The appropriate City officials are authorized to do all things necessary 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

BUTLER HOUSE FUNDING AGREEMENT
BETWEEN
CITY OF DEERFIELD BEACH
AND
DEERFIELD BEACH HISTORICAL SOCIETY, INC.

THIS AGREEMENT (the "Agreement") is made and entered into on this _____ day of _____, 2025, (the "Execution Date") by and between the City of Deerfield Beach, a municipal corporation of the State of Florida, (the "City"), and the Deerfield Beach Historical Society, Inc., a Florida Not for Profit corporation authorized to do business in the State of Florida (the "Society").

WITNESSETH

WHEREAS, the Bulter House is located within the City of Deerfield Beach and was bequeathed to the Society; and

WHEREAS, the Society has undertaken certain rehabilitation efforts for the Butler House and obtained a Special Category Grant from the Florida Division of State, Division of Historical Resources, to leverage City funding for Phases 1 and II of the restoration project and the restoration is still in progress; and

WHEREAS, the Society requested an additional \$200,000 in funding for completion of the final phase of the project ("Phase III"); and

WHEREAS, the City has appropriated the sum of \$200,000.00 to be used by the Society for the Phase III renovations of the Butler House; and

WHEREAS, Phase III entails repairs/replacements which include ADA ramps/signage, continuation of windows, screens, and door replacements, stucco repairs, exterior painting, continuation of roof repairs, HVAC upgrades of climate control, exterior facilities signage, and digital displays; and

WHEREAS, it is in the best interest of the City to enter into this Agreement with the Society to provide funding to assist the Society with the Phase III of the project in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, IN CONSIDERATION of the mutual promises herein, the parties do hereby agree as follows:

1. **Recitations.** The above recitations are true and accurate and are hereby made a part of this Agreement.

2. **Purpose.** The purpose of this Agreement is to provide financial assistance to the Society for completion of ongoing renovations/rehabilitation of the Butler House ("Phase III"), to state the terms and conditions upon which the City's funds

will be provided, and to set forth the manner for which the funds will be expended pursuant to the Scope of the Project. It is hereby understood and acknowledged that certain portions of the work for Phase III may have commenced during Phase II of the Project and are now incorporated under Phase III as the work is in progress and will be completed under the Phase III.

3. **Term.** This Agreement shall be effective commencing from the date of execution of this Agreement and continuing until September 30, 2026, unless terminated earlier as provided in this Agreement (the “Term”).

4. **Scope of Project.** The parties acknowledge that Society has implemented the rehabilitation repairs, replacements and upgrades for the Butler House since October 1, 2023. The actual Scope of Phase III shall be to complete the renovations/rehabilitation repairs as more specifically set forth in the attached Exhibit “A”. Society shall complete Phase III in accordance with the Task descriptions set forth in Exhibit “A”.

5. **City’s Funding.** Society hereby agrees that the City’s funds in an amount not to exceed \$200,000 to be provided to the Society under the terms of this Agreement (the “Funding Assistance”) are being utilized to cover Phase III of the project expenses that are incurred by the Society with the understanding that a portion of the work may have commenced prior to the execution of this Agreement through September 30, 2026. All Funding Assistance is on a reimbursable basis for completion of work set forth in Exhibit “A” and shall be reimbursed in accordance with the breakdown set forth in the Budget, attached as Exhibit “B”.

It is hereby acknowledged and agreed to by Society that the Society is solely liable to its contractors and/or subcontractors for any payments for the work to be performed for the Project and the City is not a party to said contracts nor is the City liable in any manner for any of the Society’s contractual obligations.

6. **Reporting Requirements.**

a. **Progress Reports.** Society shall submit an initial Project status progress report at the time of execution of this Agreement, which will advise the City of each rehabilitation repair, replacement, and upgrade for the Project detailing the items progress status and completion date. Thereafter, Society shall provide City with quarterly Project status reports. Reimbursement will be contingent upon City receiving the status reports. The quarterly progress report shall be in a form approved by the City and is due within 15 days of the reporting periods (October to December; January to March; and April to June), but no later than January 15th, April 15th and July 15th, respectively. The progress report shall include a project status update, percentage of work completed, and the total amount of Project expenditures incurred to date.

b. **Financial Reports.** For purposes of reimbursement of project expenses for the items listed in Exhibit “B”, Society shall be required to submit monthly

reimbursement requests. It is acknowledged that a portion of Phase III work may be completed at the time this Agreement is executed. For those items completed prior to execution of the Agreement, the City must have the status report set forth in subsection a. above, along with the required documentation substantiating Society's proof of payment, the applicable contracts for said work, invoices, receipts, cancelled checks, bank statements, etc. For those items still in progress, reimbursement shall be requested on a monthly basis submitted on the financial reporting form provided by the City. Submittal for reimbursement of project expenses shall include providing the City with proof of payment, invoices, receipts, bank statements and/or cancelled checks, and the associated contract for the project expenses. It is understood, if the work has been completed, Society shall also provide the City with the copies of the permits, inspections, and photographic documentation.

c. **Site Visits.** Site visits may be conducted by the City's Department of Community Services.

d. **Exit Report.** An Exit Report shall be submitted at the Project Closeout stage for each Phase. The following deliverables shall be submitted:

Deliverable	Documentation
Construction/Rehabilitation Contracting	Signed Contract & Credential of contractors
Proof of Permitting	Copy of permit issued by building department.
Proof of Inspection	Certificate of Completion issued
Photographic Documentation	Photos of completed project

The Exit Report shall be in a form approved by the City and is due within 15 days of completion of the Phase III. The report shall include project accomplishments and demonstrate that the City's funds were used for their intended purposes. The report must include documentation of all expenditures incurred such as paid invoices, receipts, cancelled checks, payroll detail, bank statements, and any other documentation substantiating the expenditures.

7. **Retention of Records.**

- a. During the Term of this Agreement and for three (3) years following the Agreement's expiration, the Society and its contractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of the Society and its contractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, the Society or its contractors, as applicable, shall make same available at not cost to the City in written form.

b. **Public Records.** The Society shall:

1. Keep and maintain public records required by the City to perform the Scope of Services.
2. Upon request by the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Society does not transfer the records to the City.
4. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Society or keep and maintain public records required by the City to perform the Scope of Services. If the Society transfers all public records to the City upon completion of the Agreement, the Society shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Society keeps and maintains public records upon completion of the Agreement, the Society shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of records, in a format that is compatible with the information technology systems of the City. No confidentiality or non-disclosure requirement of either federal or state law shall be violated by Society or its subcontractors. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry. Society shall, by written Agreement, require any of its subcontractors performing under this Agreement to agree to the requirements and obligations of this Section.

IF THE SOCIETY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SOCIETY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954-480-4215,

WEB.CLERK@DEERFIELD-BEACH.COM, CITY OF DEERFIELD BEACH, CITY CLERK'S OFFICE, 150 NE 2ND AVENUE, DEERFIELD BEACH, FL 33441).

8. **Termination.** The City shall have the right in its sole discretion to terminate this Agreement with or without cause by giving seven (7) calendar days' written notice to Society. In the event that City gives notice of termination pursuant to this Agreement, Society shall, upon receipt of said notice, immediately cease all activities that may cause additional City funds to be spent. If the City terminates this Agreement due to Society's breach of the Agreement, Society shall be required to repay all Funding Assistance provided back to the City.

9. **Insurance.** Society shall carry and keep in force, at all times during the Term, an insurance policy affording general liability insurance with combined personal injury limits of at least \$200,000 per person and \$300,000 each occurrence, and property damage insurance of at least \$200,000 each occurrence. Said insurance policy shall list the City as an additional insured and shall be issued by companies licensed to do business in the State of Florida.

Society shall provide the City with copies of the Certificate of Insurance showing the required coverage to be in effect with endorsements showing the City to be an additional insured at the time of execution of this Agreement. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, 30 days advance notice shall be given to the City or as provided in accordance with Florida Law.

10. **Scrutinized Companies.** Society certifies that its contractors and contractors' subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, Florida Statutes, the City may immediately terminate this Agreement at its sole option if the Society's contractors or subcontractors are found to have submitted a false certification; or if the Society's contractors or their subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during their term of this Agreement.

As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

11. **Indemnification.** Society shall indemnify, defend, and hold harmless the City, and its officers, agents, and employees, from and against any and all claims, liabilities, damages, losses, and costs and expenses (including reasonable attorney's fees), and causes of action of any kind of nature whatsoever in connection with or arising from the acts, omissions or negligence of the Society, or the Society's officers, agents, employees, contractors or other persons employed or utilized by Society. Nothing contained in this Agreement shall be deemed or treated as a waiver by the City of any immunity to which it is entitled by law, including but not limited to the City's

sovereign immunity as set forth in Section 768.28, Florida Statutes. This Paragraph shall survive the expiration or termination of this Agreement.

12. **Notices.** Any notices or documents provided for this Agreement shall be in writing to the individuals and addresses set forth below:

AS TO CITY: City Manager
 150 NE 2nd Avenue
 Deerfield Beach, Florida 33441

WITH A COPY TO: Anthony C. Soroka, City Attorney
 Weiss Serota Helfman Cole & Bierman, P.L.
 2255 Glades Road, Suite 200-E
 Boca Raton, Florida 33431

AS TO SOCIETY: Kim Cardone, President
 Deerfield Beach Historical Society
 380 East Hillsboro Boulevard
 Deerfield Beach, Florida 33441

13. **Assignment.** This Agreement is not assignable.

14. **Compliance with Law.** Society shall comply with all terms and conditions of this Agreement and the applicable Division of Historical Resources Grant Agreements, and all federal, state, and local laws and regulations applicable to the Project. Execution of this Agreement constitutes a certification that the Society is in compliance with all applicable requirements imposed by applicable federal, state, and local laws and regulations.

15. **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any proceedings arising out of this Agreement shall be in Broward County, Florida. In the event of any litigation arising out of this Agreement, each party hereby waives its to trial by jury.

16. **Waiver.** The waiver by either party of a breach of any provision of this Agreement by the other shall not operate or be construed as a waiver of any subsequent breach by that party.

17. **Representation of Authority.** Each individual executing this Agreement on behalf of a party hereto represents and warrants that he or she is, on the date of execution of the Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

18. **Entire Agreement.** The parties agree that this is the entire Agreement between the parties. This Agreement cannot be amended or modified without the express written consent of the parties.

19. **Severability.** If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, illegal, invalid, or unenforceable, the remainder of the Agreement or portions thereof, shall not be affected and shall remain in full force and effect.

20. **Joint Preparation.** The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. It is the parties further intention that this Agreement be construed liberally to achieve its intent.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized agents and representatives with all the formalities required by law on the day and year first written above.

CITY

ATTEST:

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

Heather Montemayor, City Clerk

By: _____
Rodney Brimlow, City Manager

Approved as to Form & Legal
Sufficiency for the use of and
Reliance by the City of Deerfield
Beach, Florida, only:

Date: _____

Anthony C. Soroka, City Attorney

BUTLER HOUSE FUNDING AGREEMENT

SOCIETY

DEERFIELD BEACH HISTORICAL
SOCIETY

ATTEST::

Corporate Secretary

By: _____
Signature

Print Name: _____

Title: _____

Date: _____

[THIS SPACE LEFT INTENTIONALLY BLANK]

EXHIBIT “A” SCOPE OF PROJECT

Project Overview:

The Society has undertaken certain rehabilitation efforts for the Butler House (the “Project”). The City of Deerfield Beach’s 2026 Fiscal Year Funding will be utilized to assist for Phase III of the Project with the completion of the rehabilitation work consisting of the following:

- (1) Stucco repair and exterior painting to Butler Houe, Butler II Cultural Center
- (2) North and South Porches- Windows, Screens, Doors to Butler House
- (3) Roof Repair to Bulter II Cultural Center
- (4) HVAC upgrades to Bulter II Cultural Center Archival
- (5) Project Administration Costs
- (6) Branding/Messaging Consult, Support and Ad Materials and Exterior Facilities Signage (3)
- (7) Digital Display (Heritage Tourism- Hotels)
- (8) Documentary (Preservation) Vimeo Administration
- (9) Community Liaison Coordinators
- (10) Architectural and Structural Services (Permits, SHPO fees)

Project Location: [380 E Hillsboro Blvd, Deerfield Beach, FL 33441](#)

Tasks:

- A) The Recipient shall be responsible for ensuring the selected contractor furnishes or contracts all labor, materials, equipment, tools, transportation and supervision and for performing all work outlines above. During the course of this agreement, the Recipient shall submit request for reimbursement. Adequate and complete source documentation shall be submitted to support all costs related to the project.
- B) The Recipient shall submit to the Community Services Department requests for reimbursement of actual costs incurred for the project as identified in the project scope of work. Request for Reimbursement (RFR) can be submitted on a monthly basis and shall include:
 - a. Contractor vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;
 - b. Proof of payment
 - c. Clear identification of amount of costs being requested for reimbursement

**EXHIBIT “A” Continued
SCOPE OF PROJECT**

Deliverables:

The deliverables outlined in the table below must be submitted at project closeout.

Deliverable	Documentation
Construction/Rehabilitation Contracting	Signed Contract & Credential of contractors
Proof of Permitting	Copy of permit issued by building department.
Proof of Inspection	Certificate of Completion issued
Photographic Documentation	Photos of completed project

[THIS SPACE LEFT INTENTIONALLY BLANK]

EXHIBIT “B’ BUDGET/FUNDING ASSISTANCE

Funding Allocation by City: \$200,000 Budget Submitted by Historical Society: \$200,000
--

Budget:

Cost reimbursement: The City will reimburse the Recipient for allowable and reasonable costs incurred in the performance of services outlined in the “Budget Chart” below.

Historical Society – Butler House

Description	City Funding	In-Kind	Total
ADA Ramps (3-BH, BHII CC, MofBH), Signage	\$56,500		\$56,500
North & South Porches: Windows, Screens, Door/s – Butler House	\$23,300		\$23,300
Stucco Repair & Exterior Painting (2-Butler House, Butler II CC)	\$40,000		\$40,000
Roof Repair – Butler II Cultural Center	\$9,500		\$9,500
HVAC Upgrade – Climate Control/Preservation (Butler II Cultural Center Archival)	\$24,000		\$24,000
Project Administration	\$3,000	\$3,000	\$6,000
Construction Managing & GC Services		\$32,600	\$32,600
Branding/Messaging Consult, Support and Ad Materials & Exterior Facilities Signage (3)	\$15,000		\$15,000
Digital Display (Heritage Tourism-Hotels)	\$3,100		\$3,100
Documentary (Preservation) Vimeo Admin	\$5,000		\$5,000
Community Liaison Coordinators/s Seniors, Underserved, Youth	\$4,800	\$15,000	\$19,800
Architectural & Structural Services (Permit Submit, SHPO fees)	\$15,800		\$15,800
6	\$200,000	\$50,600	\$250,600



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2025-541

Agenda Date: 11/18/2025

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 #JA126-06-2026 with the Areawide Council on Aging of Broward County, Inc. for the Older Americans Act Programs in an amount not to exceed \$203,142.86 and a city matching fund contribution of \$88,571.43 for total program funding of \$291,714.29; authorizing execution of the Contract; providing for implementation 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: \$291,714.29

Account Name: Senior Citizen Fed Grant

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

Secondary Account Name: Title IIIE Federal Grant

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

Background/History

The City of Deerfield Beach Community Services Department/Northeast Focal Point Senior Center and the Areawide Council on Aging of Broward County, Inc./Area Agency on Aging have been collaborating for over 44 years to provide supportive services to the senior population in the City.

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

Current Activity

This agreement provides funding for the Older Americans Act Program (the "OAA Program") at the City's North East Focal Center for a one year term. Funding is in an amount not to exceed \$203,142.86, with the City contributing matching funds in the amount of \$88,571.43 for total program funding of \$291,714.29. The OAA Program will provide assistance to eligible elders aged 60 and older, as well as caregivers, by providing supportive services designed to help them attain and maintain maximum independence and enhance their quality of life. Supportive services may include, but are not limited to, support groups, mental health counseling, health and wellness activities, adult day care, education and training opportunities, and comprehensive assessments.

Recommendation

It is recommended that the City Commission approve agreement #JA126-06-2026 with the Areawide Council on Aging of Broward County, Inc., in an amount not to exceed \$291,714.29 for the OAA program.

RESOLUTION NO. 2025/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING CONTRACT #JA126-06-2026 WITH THE AREAWIDE COUNCIL ON AGING OF BROWARD COUNTY, INC. FOR THE OLDER AMERICANS ACT PROGRAMS IN AN AMOUNT NOT TO EXCEED \$203,142.86 AND A CITY MATCHING FUND CONTRIBUTION OF \$88,571.43 FOR TOTAL PROGRAM FUNDING OF \$291,714.29; AUTHORIZING EXECUTION OF THE CONTRACT; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, the City of Deerfield Beach (“City”) wishes to contract with the Areawide Council on Aging of Broward County, Inc. (“Council”) for the provision of the Older Americans Act Program (the “OAA Program”) at the City’s Northeast Focal Point Center/Braithwaite Center for Active Aging for a one-year period pursuant to Contract #JA 126-06-2026, attached as Exhibit “A”, (the “OAA Contract”), and consistent with the Master Contract #JM026-06-2028 (the “Master Contract”); and

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

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

WHEREAS, the OAA Contract with the Council will be for a term of one-year effective January 1, 2026 through December 31, 2026, in a funding amount from the Council not to exceed \$203,142.86; and

WHEREAS, the OAA Contract requires the City to provide matching funds in the amount of \$88,571.43, which has been budgeted; and

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

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

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

Section 2. The City Commission hereby approves the OAA Contract with the Council, attached as Exhibit “A,” in a funding amount from the Council not to exceed \$203,142.86, with the City contributing \$88,571.43 as matching funds for total Program funding of \$291,714.29.

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

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

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2025.

CITY OF DEERFIELD BEACH

TODD DROSKY, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

January 1, 2026 - December 31, 2026

Contract JA126-06-2026

THIS CONTRACT is entered into between the Areawide Council on Aging of Broward County, Inc., hereinafter referred to as the "Council," and **City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging**, hereinafter referred to as the "Contractor" who are collectively referred to as the "Parties." This Contract is subject to all provisions contained in the Master Contract JM026-06-2028, hereinafter referred to as the "Master Contract" executed between the Council and the Contractor, and its successor, incorporated herein by reference.

WITNESSETH THAT:

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

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

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

1. Purpose of Contract

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

2. Incorporation of Documents within the Contract

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

3. Term of Contract

This Agreement when executed will have an effective date of January 1, 2026. It will end at midnight, Eastern Standard Time on December 31, 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 **\$203,142.86**, subject to the availability of funds. **\$180,000.00** represents Federal Older Americans Act (OAA) Title III B funds, **\$17,142.86** represents Areawide Council on Aging (AAA) local matching funds for Title III B, **\$5,400.00** represents Federal OAA Title III E funds and **\$600.00** represents AAA local matching funds for Title III E. In accordance with provision of Title III of the Older Americans Act, the Contractor will contribute **\$88,571.43** to the project in matching funds. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this Contract.

5. Renewals

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

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

6. Background Screening

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

- 6.1** To demonstrate compliance with this provision, Contractor shall submit Attachment VIII, Background Screening Affidavit of Compliance annually, by January 9, 2026. Further information concerning the procedures for background screening is found at <https://elderaffairs.org/about-us/background-screening/>.

6.2 Investigation of Criminal Allegations

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

7. Nondiscrimination-Civil Rights Compliance

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

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

8. **Provision of Services:**

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

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

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

10. **All Terms and Conditions Included:**

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

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

CONTRACTOR:

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

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

BOARD PRESIDENT OR AUTHORIZED
DESIGNEE

SIGNED BY

SIGNED BY

NAME

NAME

TITLE

TITLE

DATE

DATE

FEDERAL ID NUMBER: 59-6000305

FISCAL YEAR-END DATE: September 30

DUNS: 086-382-090

ATTACHMENT I

**OLDER AMERICANS ACT
STATEMENT OF WORK**

I. SERVICES TO BE PROVIDED

A. Definitions of Terms

1. Contract Acronyms

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

2. Program Specific Terms

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

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

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

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

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

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

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

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

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

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

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

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

B. General Description

1. General Statement

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

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

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

2. Authority

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

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

3. Scope of Service

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

4. Major Program Goals

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

C. Clients to be Served

1. General Description

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

2. Client Eligibility

a. OAA Title III

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

b. OAA Title IIIB, Supportive Services

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

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

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

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

d. OAA Title IIIC1, Congregate Nutrition Services

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

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

e. OAA Title IIIC2, Home Delivered Nutrition Services

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

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

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

II. MANNER OF SERVICE PROVISION

A. Service Tasks

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

1. Client Eligibility Determination

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

2. Targeting and Screening New Clients for Service Delivery

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

3. Program Services

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

4. Program Eligibility Requirements

a. Provider’s Nutrition Service Operations

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

b. Prescribed Nutritional Requirements

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

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

c. Food Origin and Commodities Requirements

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

B. Use of Subcontractors

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

1. Copies of Subcontracts

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

2. Monitoring the Performance of Subcontractors

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

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

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

2. Professional Qualifications

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

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

3. Service Times

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

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

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

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

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

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

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

D. Deliverables

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

1. Delivery of Services to Eligible Clients

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

a. Supportive Services (IIIB Program)

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

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

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

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

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

e. Caregiver Support Services (IIIE Program)

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

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

f. Caregiver Support Supplemental Services (IIIES Program)

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

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

2. Provision of Services

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

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

3. Service Unit

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

The chart below lists the services allowed and the units of measurement. Units of services will be paid pursuant to the rate established in the 2026 SPA requested and approved by the Council.

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

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

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

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

4. Grievance and Complaint Procedures

a. Grievance Procedures

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

b. Complaint Procedures

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

c. Legal Provider Grievance Procedures

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

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

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

E. Reports

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

1. CIRTS Reports

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

2. SPA Update and All Revisions Thereto

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

3. Service Cost Reports

The Contractor is required to submit semi-annual and annual service cost reports that reflect actual costs of providing each service by program. This report provides information for planning and negotiating unit rates. The first semi-annual report encompassing the six (6) months ending 06/30/2026 is due on August 14, 2026. The second semi-annual report encompassing the twelve (12) months ending 12/31/2026 is due on February 12, 2027.

4. Surplus/Deficit Report

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

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

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

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

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

<u>Report #</u>	<u>Reports Due Date</u>	<u>Report #</u>	<u>Reports Due Date</u>
Report 1	February 6, 2026	Report 7	August 7, 2026
Report 2	March 6, 2026	Report 8	September 8, 2026
Report 3	April 7, 2026	Report 9	October 7, 2026
Report 4	May 7, 2026	Report 10	November 6, 2026
Report 5	June 5, 2026	Report 11	December 7, 2026
Report 6	July 7, 2026	Report 12	January 8, 2027

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

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

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

6. Quarterly Volunteer Activity Report

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

<u>Report Period</u>	<u>Report Due Date</u>
January 1 - March 31	April 7, 2026
April 1- June 30	July 7, 2026
July 1- September 30	October 7, 2026
October 1 - December 31	January 8, 2027

7. Program Highlight Narratives

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

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

F. Contractor Outreach Reporting Requirement

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

<u>Report Period</u>	<u>Report Due Date</u>
January 1 - March 31	April 7, 2026
April 1- June 30	July 7, 2026
July 1- September 30	October 7, 2026
October 1 - December 31	January 8, 2027

G. Records and Documentation

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

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

H. Performance Specifications

1. Outcomes and Outputs (Performance Measures)

At a minimum, the Contractor shall:

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

3. Monitoring and Evaluation Methodology

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

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

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

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

I. Contractor Responsibilities

1. Contractor Unique Activities

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

2. Coordination with Other Providers and/or Entities

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

J. Council Responsibilities

1. Council Obligations

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

2. Council Determinations

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

III. METHOD OF PAYMENT

A. Payment Method Used

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

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

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

2. Cost Reimbursement

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

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

C. Advance Payments

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

1. For the first month's advance request, the Contractor shall provide the Council's Program Specialist documentation justifying the need for an advance and describing how the funds will be distributed. If the Contractor is requesting two (2) months of advances, documentation must be provided reflecting the cash needs of the Contractor within the initial two (2) months and should be supported through a cash-flow analysis or other information appropriate to demonstrate the Contractor's financial need for the second month of advances. If sufficient budget is available, and the Council's Program Specialist, in his or her sole discretion, has determined that there is a justified need for an advance, the Council will issue approved advance payments after January 1st of the Contract year.
2. All advance payments retained by the Contractor must be fully expended no later than March 31, 2026. Any portion of advanced payments not expended must be recouped on the Request for Payment, report number 5, due to the Council on April 7, 2026, in accordance with the Invoice Schedule, Attachment III.
3. All advance payments made to the Contractor shall be reimbursed to the Council as follows: one-tenth (1/10) of the advance payment received shall be reported as an advance recoupment on each request for payment, starting with report number one (3), in accordance with the Invoice Schedule of the advance payment received shall be reported as an advance recoupment on each Request for Payment, starting with report number 5, in accordance with the Invoice Schedule, Attachment III.
4. Contractor may temporarily place advanced funds in an FDIC insured interest-bearing account. All interest earned on advanced funds must be returned to the Council within twenty (20) days of the end of each quarter of the Contract period.

D. Invoice Submittal and Requests for Payment

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

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

E. Documentation for Payment

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

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

F. Date for Final Request for Budget Revisions

Final requests for budget revision or adjustments to Contract funds based on expenditures for services provided through December 31, 2026, must be submitted to the Council's Program Specialist and Finance Director, no later than December 31, 2026.

G. Date for Final Request for Payment

The final request for payment will be due to the Council no later than January 22, 2027.

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

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

2. Consumer Contributions

Consumer contributions are to be used under the following terms:

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

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

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

4. Title III Funds

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

I. Remedies for Nonconforming Services

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

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

J. Corrective Action Plan

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

K. Financial Consequences

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

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

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

END OF ATTACHMENT I

ATTACHMENT II**FUNDING SUMMARY**

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

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

Program Title	Year	Funding Source	CFDA#	Fund Amounts
Title IIIB Support Services	2026	U.S. Dept. of Health and Human Services	93.044	\$180,000.00
Title IIIB Council Match	2026		N/A	\$17,142.86
Title IIIE Support Services	2026	U.S. Dept. of Health and Human Services	93.052	\$5,400.00
Title IIIE Council Match	2026		N/A	\$600.00
TOTAL FUNDS CONTAINED IN THIS CONTRACT:				\$203,142.86

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

FEDERAL FUNDS:

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

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

PROGRAM TITLE	FUNDING SOURCE	CFDA	AMOUNT
TOTAL STATE AWARD			

MATCHING RESOURCES FOR FEDERAL PROGRAMS

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

PROGRAM TITLE	FUNDING SOURCE	CSFA	AMOUNT
TOTAL AWARD			\$

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

STATE FINANCIAL ASSISTANCE

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

ATTACHMENT III

**OLDER AMERICANS ACT PROGRAM
INVOICE REPORT SCHEDULE**

Report #	Based On	Due Date
A1	January Advance*	January 08, 2026
A2	February Advance*	January 08, 2026
1	January Expenditure Report	February 06, 2026
2	February Expenditure Report	March 06, 2026
3	March Expenditure Report	April 07, 2026
4	April Expenditure Report	May 07, 2026
5	May Expenditure Report	June 05, 2026
6	June Expenditure Report	July 07, 2026
7	July Expenditure Report	August 07, 2026
8	August Expenditure Report	September 08, 2026
9	September Expenditure Report	October 07, 2026
10	October Expenditure Report	November 06, 2026
11	November Expenditure Report	December 07, 2026
12	December Expenditure Report	January 08, 2027
13	Final Expenditure and Closeout Report	January 22, 2027

Legend: * Advance based on projected cash need.

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

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

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

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

ATTACHMENT IV**OLDER AMERICANS ACT**

BUDGET SUMMARY – III B						
FIXED SERVICES	Total Units	Unit Rate	Federal Funds	Council Match Funds	Provider Match Funds	Total Reimbursement
Education/Training	274.75	\$114.44	\$ 19,800.00	\$ -	\$ 11,628.57	\$ 31,428.57
Counseling – Ind	867.25	\$26.36	\$ 14,400.00	\$ -	\$ 8,457.14	\$ 22,857.14
Counseling - Grp	237.00	\$84.37	\$ 12,600.00	\$ 1,200.00	\$ 6,200.00	\$ 20,000.00
Health Support – Grp	515.25	\$61.00	\$ 19,800.00	\$ 1,885.71	\$ 9,742.86	\$ 31,428.57
Health Support – Ind	641.50	\$47.43	\$ 23,400.00	\$ 7,028.57	\$ -	\$ 30,428.57
Outreach	78.75	\$145.28	\$ 7,200.00	\$ -	\$ 4,228.57	\$ 11,428.57
Recreation	1,785.00	\$57.06	\$ 59,400.00	\$ 5,657.14	\$ 36,800.01	\$ 101,857.15
Screen & Assessment	69.75	\$129.10	\$ 9,000.00	\$ -	\$ -	\$ 9,000.00
Adult Day Care - Days	417.75	\$65.31	\$ 14,400.00	\$ 1,371.44	\$ 11,514.28	\$ 27,285.72
TOTAL III B CONTRACT AMOUNT			\$ 180,000.00	\$ 17,142.86	\$ 88,571.43	\$ 285,714.29
BUDGET SUMMARY – III E						
FIXED SERVICES	Total Units	Unit Rate	Federal Funds	Council Match Funds	Provider Match Funds	Total Reimbursement
Caregiver Training & Support - Grp	67.00	\$89.75	\$ 5,400.00	\$ 600.00	\$ -	\$ 6,000.00
TOTAL III E CONTRACT AMOUNT			\$ 5,400.00	\$ 600.00	\$ -	\$ 6,000.00
TOTAL CONTRACT AMOUNT			\$ 185,400.00	\$ 17,742.86	\$ 88,571.43	\$ 291,714.29

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

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

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

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

2. POPULATION OF AREA SERVED. Source of data:

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

3. STAFF CURRENTLY EMPLOYED. Effective date:

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

4. CLIENTS CURRENTLY ENROLLED OR REGISTERED. Effective date:

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

5. ADVISORY OR GOVERNING BOARD, IF APPLICABLE.

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

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

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

NA YES NO
☐ ☐ ☐

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

If NA or NO, explain.

NA YES NO
☐ ☐ ☐

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

Population? If NA or NO, explain.

NA YES NO
☐ ☐ ☐

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

NA YES NO
☐ ☐ ☐

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

NA YES NO
☐ ☐ ☐

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

NA YES NO
☐ ☐ ☐

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

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

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

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

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

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

INSTRUCTIONS FOR THE CIVIL RIGHTS COMPLIANCE CHECKLIST

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

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

ATTACHMENT VI

CONTRACT #:
PROV YYYY

RECEIPTS AND UNIT COST REPORT
Program[illegible]

PROVYYYY

CASH ADVANCE AND CONTRACT PAYMENT REQUEST FORM
PROGRAM

FUNDING SOURCE

PROVIDER NAME, ADDRESS, PHONE & FEID # PROV ADDRESS ADDRESS Tel: Fax: FEID #:		TYPE OF REPORT: A. PAYMENT REQUEST: Regular ☒ Supplemental ☐ B. METHOD OF PAYMENT: Advance ☐ Reimbursement ☒		THIS REQUEST PERIOD: Period CONTRACT PERIOD: CONTRACT #: REPORT #1 PSA # 10	
CERTIFICATION: I hereby certify that this request or refund conforms with the terms of this Contract.					
Prepared By: _____		Date: _____		Approved By: _____	
				Date: 20	
PART A: CONTRACT FUNDS SUMMARY	SERVICE	SERVICE	SERVICE	SERVICE	TOTAL
1. Approved Contract Amount	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2. Previous Funds Requested for Contract Period	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3. Contract Funds Available	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
PART B: CONTRACT FUNDS REQUESTED:					
1. Cash Advances (1st-2nd Months)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2. Amount Earned This Period (= to PSA #10 Form 105Z Part B, Column E)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3. Total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	SVC CODE	SVC CODE	SVC CODE	SVC CODE	
PART C: NET FUNDS REQUESTED:					
1. Less Overadvance	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2. Contract Funds Are Hereby Requested (Part B Line 3 minus Part C line 1) Not to exceed Part A Line 3	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
ADVANCE EARNED Advance Remaining					

PSA #10 FORM 106, Dated July 97

BATCH #: _____

DESC: PROV/PROG MM/YYYY

VENDOR ID: P-PROV

ACCOUNT #: 20.20.10.JXXXX00.XXXX.XXX

CHECK # _____ CHECK DATE: _____

INPUT: _____ APPROVAL: _____

ATTACHMENT VII

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

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

Location Name (ie. Senior Center): _____

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

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

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

Name & Title of Presenter: _____

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

[Name of organization]

[Enter address]

[enter city, state, zip code]

[enter phone number and fax number]

[enter web address]

ATTACHMENT VIII

DEPARTMENT OF ELDER AFFAIRS

BACKGROUND SCREENING**ATTESTATION OF COMPLIANCE - EMPLOYER**

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

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

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

ATTESTATION

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

Located at _____
Street address City State Zip Code

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

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

Signature of Representative Date

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

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



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2025-524

Agenda Date: 11/18/2025

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 and adopting the 2025-2028 Title VI Plan; providing for conflicts, implementation and an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The City of Deerfield Beach, in partnership with Broward County, provides supplemental community shuttle services to connect residents with various Broward County Transit routes and to support transportation-disadvantaged individuals. Additionally, the City offers free door-to-door and senior shopping transportation services for the community.

On July 18, 2023, the City Commission adopted Resolution 2023/119, which approved the Title VI Plan ensuring the City meets the Federal Transit Administration (FTA) and Broward County Transit (BCT) requirements and setting forth the plan and procedures to ensure that no person shall on the basis of race, color, national origin, age, disability, family or religious status, as provided by Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 and the Florida Civil Rights Act of 1992, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation under any program or activity undertaken by the Department of Community Services ("Title VI Plan").

Current Activity

FTA mandates that the City maintain its Title VI Plan as a condition for continuing transportation services, and the City follows a three-year renewal/update of the Title VI Plan. Staff has updated the Title VI Plan to reflect administrative personnel changes within the Department of Community Services; otherwise, the existing plan remains as adopted in 2023.

The attached 2025-2028 Title VI Plan will meet the requirements set by FTA and BCT to ensure compliance with the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, and the Florida Civil Rights Act of 1992.

Recommendation

It is recommended that the City Commission approve the attached 2025-2028 Title VI Plan.

RESOLUTION NO. 2025/

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
DEERFIELD BEACH, FLORIDA, APPROVING AND ADOPTING THE
2025-2028 TITLE VI PLAN; PROVIDING FOR CONFLICTS,
IMPLEMENTATION AND AN EFFECTIVE DATE**

WHEREAS, the City of Deerfield Beach is a subrecipient of Federal Transportation Administration (“FTA”) funds and provides community shuttle services in the City, and other areas throughout the Northeast section of Broward County including, but not limited to Pompano Beach, Sea Ranch Lakes, Lauderdale-By-The-Sea, Lighthouse Point, Hillsboro Beach, and other areas of unincorporated Northeast Broward; and

WHEREAS, the FTA requires that sub-recipients maintain a program to comply with the regulations implementing Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, and the Florida Civil Rights Act of 1992, to demonstrate that no transit program or service provided by the City discriminates toward any demographic of the population served by the program or service; and

WHEREAS, on July 18, 2023, the City Commission passed and adopted Resolution No. 2023/119 approving the City’s Title VI Plan, which sets forth the plan and procedures to ensure that no person shall, on the basis of race, color, national origin, age, disability, family or religious status, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination or retaliation under any program or activity undertaken by the City (the “Title VI Plan”); and

WHEREAS, FTA mandates that the City retain the Title VI Plan as a condition for continuing transportation services, and the City follows a three-year renewal process for its Title VI Plan; and

WHEREAS, staff has updated the City’s Title VI Plan for 2025-2028, attached as Exhibit “1”, (the “Updated Title VI Plan”) to reflect administrative personnel changes within the Department of Community Services, which oversees the operation of the community shuttle services; and

WHEREAS, the City Commission has deemed it to be in the best interest of the City to approve the City’s Updated Title VI Plan, attached and incorporated herein as Exhibit “1”.

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

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

Section 2. The City Commission hereby approves the Updated Title VI Plan for 2025-2028, attached as Exhibit “1”.

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

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



TITLE VI PLAN
For
City of Deerfield Beach

Effective November 2025

Prepared by:

City of Deerfield Beach
Community Services Department
Transportation Division

Table of Contents

1.0	Title VI/Nondiscrimination Policy Statement and Management Commitment to Title VI Plan.....	3
2.0	Introduction & Description of Services	4
	Title VI Liaison.....	4
	Alternate Title VI Contact	4
2.0.1	Current Description of System	4
2.1	First Time Applicant Requirements	6
2.2	Annual Certifications and Assurances	6
2.3	Title VI Plan Concurrence and Adoption	6
3.2	Notice Posting Locations	7
4.0	Title VI Procedures and Compliance	8
4.5	Contractors and Subcontractors	9
	Disadvantaged Business Enterprise (DBE) Policy	10
	E-Verify.....	10
5.0	Title VI Investigations, Complaints, and Lawsuits	10
6.0	Public Participation Plan	11
	Current Outreach Efforts	11
7.0	Language Assistance Plan.....	16
8.0	Transit Planning and Advisory Bodies.....	16
	9.0 Title VI Equity Analysis.....	17
10.0	System-Wide Service Standards and Service Policies	17
10.1	Service Standards	17
10.2	Service Policies	18
11.0	Appendices.....	19
	Appendix A: FTA Circular 4702.1B Reporting Requirements for Transit Providers.....	20
	Appendix B: Title VI Plan Adoption Meeting Minutes.....	21
	Appendix C: Title VI Complaint Form.....	22
	Appendix D: Public Participation Plan (PPP).....	25
	Public Participation Goals	25
	Public Participation Methods	25
	Appendix E: Language Assistance Plan (LAP)	27
	Appendix F: Operating Area Language Data: The City of Deerfield Beach Service Area.....	32
	Appendix G: Demographic Maps	36

1.0 Title VI/Nondiscrimination Policy Statement and Management Commitment to Title VI Plan

49 CFR Part 21.7(a): Every application for Federal financial assistance to which this part applies shall contain, or be accompanied by, an assurance that the program will be conducted or the facility operated in compliance with all requirements imposed or pursuant to [49 CFR Part 21].

The City of Deerfield Beach, Department of Community Services, assures the Florida Department of Transportation that no person shall, based on race, color, national origin, age, disability, family, or religious status, as provided by Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, and the Florida Civil Rights Act of 1992, be excluded from participation in, denied the benefits of, or subjected to discrimination or retaliation under any program or activity undertaken by the agency.

The City of Deerfield Beach, Community Services, further agrees to the following responsibilities with respect to its programs and activities:

- Designate a Title VI Liaison who holds a responsible position within the organization and has access to the recipient's Chief Executive Officer or authorized representative.
- Issue a policy statement signed by the Executive Director or authorized representative that affirms the organization's commitment to the nondiscrimination provisions of Title VI. The policy statement should be circulated throughout the Recipient's organization and made available to the public. When appropriate, such information shall be published in a language other than English.
- Insert the clauses of Section 4.5 of this plan into every contract subject to the Acts and the Regulations.
- Develop a complaint process and attempt to resolve complaints of discrimination against the City of Deerfield Beach, Department of Community Services.
- Participate in training offered on the Title VI and other nondiscrimination requirements.
- If reviewed by FDOT or any other state or federal regulatory agency, take affirmative actions to correct any deficiencies found within a reasonable time period, not to exceed ninety (90) days.
- Have a process to collect racial and ethnic data on persons impacted by the agency's programs.
- Submit the information required by FTA Circular 4702.1B to the primary recipients (refer to Appendix A of this plan)

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any federal funds, grants, loans, contracts, properties, discounts, or other federal financial assistance under all programs and activities and is binding. The person whose signature appears below is authorized to sign this assurance on behalf of the agency.

Jonathan Salas, Director,
Department of Community Services

Date

2.0 Introduction & Description of Services

The City of Deerfield Beach, Department of Community Services, submits this Title VI Plan in compliance with Title VI of the Civil Rights Act of 1964, 49 CFR Part 21, and the guidelines of FTA Circular 4702.1B, published October 1, 2012.

The City of Deerfield Beach, Department of Community Services, is a sub-recipient of FTA funds and provides service in Broward County, particularly in its Northeast section. Cities included in this area would consist of, but are not necessarily limited to: Deerfield Beach, Pompano Beach, Sea Ranch Lakes, Lauderdale by the Sea, Lighthouse Point, and Hillsboro Beach, and unincorporated areas in Northeast Broward County. A description of the current City of Deerfield Beach, Department of Parks and Recreation system is included in Appendix B.

Title VI Liaison	Alternate Title VI Contact
Giovanni Moss Assistant Director, Community Services (954) 250-4250 325 NW 2nd Street, Deerfield Beach, FL 33441	Carl Green Transportation Manager, Community Services (954) 250-4243 325 NW 2nd Street, Deerfield Beach, FL33441

Key responsibilities of the Title VI Liaison include:

- Maintain knowledge of Title VI requirements.
- Attend training on Title VI and other nondiscrimination authorities when offered by FDOT or any other regulatory agency.
- Disseminate Title VI information to the public, including in languages other than English, when necessary.
- Develop a process to collect data related to race, gender, and national origin of service area population to ensure low-income, minorities, and other underserved groups are included and not discriminated against.
- Implement procedures for the prompt processing of Title VI complaints.

2.0.1 Current Description of System

The City of Deerfield Beach is a municipal government organization. Transportation services for the City of Deerfield Beach are provided through the Department of Community Services. The City’s transportation services' current and long-term focus is on maintaining the best-coordinated transportation system possible for this community. Our goal is to create a coordinated system to provide safe, reliable, timely, and efficient transportation services to county residents.

The City of Deerfield Beach, Department of Community Services, is made up of 34 full-time employees. The Director is responsible for the day-to-day operations of our organization and reports directly to the Assistant City Manager. Our City is committed to this program and has, therefore, incorporated our service within the County’s Public Transportation Program. Transportation services are provided in accordance with the City’s approved Operations Manual/System Safety/ Security Program. We will continue to operate at the previous year's (2020) service hours, averaging 14 total fleet service hours per day or approximately 3,500 annual service hours (assuming 250 operating days).

The Transportation Supervisor coordinates transportation services for the Center’s Community Bus Transportation services in conjunction with Broward County Transit, which includes two fixed routes. This transportation service is available for individuals of all ages, connecting with several Broward County Transit routes. For accessibility purposes, stops are made to and from low-income housing facilities, senior communities, grocery stores, shopping centers, medical complexes, City Hall, and the Center. Thus far, the elderly and low-income individuals primarily utilize this

service. However, individuals who are disabled, impaired, multi-cultural, with special needs, or in greatest social need are encouraged to use this service. Other services include our door-to-door senior transportation, our CDBG shopping bus, and medical transportation services.

Transportation services provided through our program are available to customers in northeast Broward County. We offer a wide range of trip purposes, including medical, nutrition, shopping, social service, training, employment, social, and recreation. Approximately 0% of the medical trips we provide are to medical facilities outside the country. Currently, we use a variety of vehicles to provide passenger services. Our fleet includes (2) community shuttle buses, (5) senior center buses, (1) four-door sedan for this service, and all vehicles are equipped for wheelchair service. We prioritize grouping trips and multi-loading to the maximum extent possible. We make 160 passenger trips per day on average and leverage our fleet resources to ensure all vehicles are used responsibly, providing full coverage and retiring vehicles at a consistent pace, appropriate age, and mileage.

The transportation division has a total of 8 employees, including seven full-time Bus Drivers and 1 Transportation Supervisor. Only transportation employees who have completed safety and driver training requirements will be allowed to drive the agency vehicles. All the drivers are required to carry a Commercial Driver's License with Passenger Endorsement.

The City of Deerfield Beach, Department of Community Services, Transportation Supervisor is responsible for the training and management of our transportation program. All safety-sensitive employees are required to complete FDOT-approved safety and security training courses as part of their new-hire orientation. All new employees are also required to complete 80 hours of on-the-road driver training, which includes riding with a training driver, behind-the-wheel training, and training on proper use of wheelchair lifts and securement devices. The Transportation Supervisor is responsible for the annual renewal of all liability insurance for both FDOT and agency-owned vehicles, as well as the renewal of vehicle registrations. It is the Transportation Supervisor's responsibility to administer all aspects of the transportation program and to control access and usage of all agency vehicles.

The City of Deerfield Beach Fleet Maintenance Division provides maintenance on all agency vehicles. All vehicle files and driver files are kept on-site at our operations base located at 325 NW 2nd Street, Deerfield Beach, FL 33442, and are maintained by the Transportation Supervisor. All records are maintained and retained for a minimum of seven (7) years. All vehicle maintenance records are maintained by the City of Deerfield Beach's Fleet Maintenance Division.

2.1 First Time Applicant Requirements

FTA Circular 4702.1B, Chapter III, and Paragraph 3: Entities applying for FTA funding for the first time shall provide information regarding their Title VI compliance history if they have previously received funding from another Federal agency.

The City of Deerfield Beach Department of Community Services is not a first-time applicant for FTA/FDOT funding. The City of Deerfield Beach receives funding from Broward County through an Inter-Local Agreement.

During the previous three years, FDOT did not complete a Title VI compliance review of the City of Deerfield Beach, Department of Community Services. The City of Deerfield Beach, Department of Community Services, complies with all civil rights requirements.

2.2 Annual Certifications and Assurances

FTA Circular 4702.1B, Chapter III, and Paragraph 2: Every application for financial assistance from FTA must be accompanied by an assurance that the applicant will carry out the program in compliance with the Title VI regulations.

The City of Deerfield Beach, Department of Community Services, will remain in compliance with this requirement by annual submission of certifications and assurances as required by FDOT.

2.0 Title VI Plan Concurrence and Adoption

This Title VI Plan received FDOT concurrence. The Plan was approved and adopted by the City of Deerfield Beach Commission during a meeting held on [date]. A copy of the meeting minutes and FDOT concurrence letter is included in Appendix B of this Plan.

3.0 Title VI Notice to the Public

FTA Circular 4702.1B, Chapter III, Paragraph 5: Title 49 CFR 21.9(d) requires recipients to provide information to the public regarding the recipient's obligations under DOT's Title VI regulations and apprise members of the public of the protections against discrimination afforded to them by Title VI.

3.1 Notice to the Public

Notifying the Public of Rights Under Title VI

- The City of Deerfield Beach, Department of Community Services, operates its transportation programs and services without regard to race, color, or national origin in accordance with Title VI of the Civil Rights Act of 1964. Any person who believes they have been aggrieved by any unlawful discriminatory practice under Title VI may file a complaint with the City of Deerfield Beach, Department of Community Services
- For more information on the City of Deerfield Beach, Department of Community Services civil rights program, contact the Title VI Liaison Aneisha Nicholas at (954) 250-4243, or visit our administrative office at 325 NW 2nd Street, Deerfield Beach, FL 33441. If information is needed in another language, contact the Department of Community Services at (954) 480-4449. If required, we will also work with National IPA Language Service Providers and related services for translation services.
- For more information on Title VI procedures, to file a complaint, and/or obtain a complaint form, contact Broward County Transit (BCT) at (954) 357-8481, TTY (954) 357-8302, or visit BCT's website at <http://www.broward.org/BCT/Pages/TitleVI.aspx>. You may also request information in writing to the Broward County Transportation Department, Transit Manager - Compliance, 1 North University Drive, 3100A, Plantation, FL 33324. If information is needed in another language, contact (954) 357-8481, TTY (954) 357-8302.

3.2 Notice Posting Locations

The Notice to Public will be posted at many locations to apprise the public of the City of Deerfield Beach, Department of Community Service's obligations under Title VI and to inform them of the protections afforded to them under Title VI. The City of Deerfield Beach, Department of Community Services, will post a notice to the public at the following locations:

Location Name	Address	City
Center for Active Aging	325 NW 2 nd Street	Deerfield Beach
City of Deerfield Beach City Hall	150 NE 2 nd Avenue	Deerfield Beach

At a minimum, the notice will be posted in public areas of the City of Deerfield Beach, including the reception desk and meeting rooms at the Department of Community Services office(s), and on the City of Deerfield Beach, Department of Community Services' website at www.dfb.city. Additionally, the City of Deerfield Beach, Department of Community Services, will post the notices at stations, stops, and on transit vehicles.

4.0 Title VI Procedures and Compliance

FTA Circular 4702.1B, Chapter III, Paragraph 6: All recipients shall develop procedures for investigating and tracking Title VI complaints filed against them and make their procedures for filing a complaint available to member of the public.

4.1 Complaint Procedure

In accordance with the Interlocal Agreement with Broward County Transit on May 23, 2018, the City of Deerfield Beach will use BCT's Complaint Process, Form, and Procedures.

4.2 Complaint Form

A copy of the complaint form is provided in Appendix C and on Broward County Transit's website at <http://www.broward.org/BCT/Pages/TitleVI.aspx>.

4.3 Record Retention and Reporting Policy

The City of Deerfield Beach will submit Title VI Programs to FDOT, BCT, and any other primary recipient that provides funding to the City of Deerfield Beach for concurrence on an annual basis or any time a significant change in the Program occurs.

Compliance records and all Title VI-related documents will be retained for a minimum of three (3) years and reported to the primary recipient annually.

4.4 Sub-recipient Assistance and Monitoring

FTA Circular 4702.1B, Chapter III, Paragraph 11: Primary recipients should assist their sub-recipients in complying with DOT's Title VI regulations, including the general reporting requirements.

The City of Deerfield Beach, Department of Community Services, does not have any sub-recipients to provide monitoring and assistance. As a sub-recipient to FDOT, the City of Deerfield Beach, Department of Community Services, utilizes the sub-recipient assistance and monitoring provided by FDOT, as needed. In the future, if the City of Deerfield Beach, Department of Community Services, has sub-recipients, it will provide assistance and monitoring as required by FTA Circular 4702.1B.

4.5 Contractors and Subcontractors

The City of Deerfield Beach, Department of Community Services, is responsible for ensuring that contractors comply with Title VI requirements. Contractors may not discriminate in the selection and retention of any subcontractors. Subcontractors also may not discriminate in the selection and retention of any subcontractors. The City of Deerfield Beach, Department of Community Services, contractors, and subcontractors may not discriminate in their employment practices in connection with federally assisted projects. Contractors and subcontractors are not required to prepare or submit a Title VI Plan. However, the following nondiscrimination clauses will be inserted into every contract with contractors and subcontractors subject to Title VI regulations.

Nondiscrimination Clauses

During the performance of a contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") must agree to the following clauses:

- **Compliance with Regulations:** The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- **Nondiscrimination:** The Contractor, about the work performed during the contract, shall not discriminate based on race, color, national origin, sex, age, disability, religion, or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program outlined in Appendix B of the Regulations.
- **Solicitations for Subcontractors, including Procurements of Materials and Equipment:** In all solicitations made by the Contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; the Contractor shall notify each potential subcontractor or supplier of the subcontractor's obligations under this contract and the Regulations relative to nondiscrimination based on race, color, national origin, sex, age, disability, religion or family status.
- **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida*

Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

- **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the City of Deerfield Beach, Department of Community Services shall impose contract sanctions as appropriate, including, but not limited to:
 - a. withholding of payments to the Contractor under the contract until the Contractor complies, and/or
 - b. cancellation, termination, or suspension of the contract, in whole or in part.
- **Incorporation of Provisions:** The Contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the City of Deerfield Beach, Department of Parks and Recreation, Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Disadvantaged Business Enterprise (DBE) Policy

As a part of the Joint Participation Agreement (JPA) with FDOT, the City of Deerfield Beach, Department of Community Services, and its contractors and subcontractors agree to ensure that Disadvantaged Business Enterprises, as defined in 49 CFR Part 26, as amended, have the opportunity to participate in the performance of contracts. The City of Deerfield Beach, Department of Community Services, and its contractor and subcontractors shall not discriminate based on race, color, national origin, or sex in the performance of any contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of FDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of the contract or such other remedy as the recipient deems appropriate.

E-Verify

As a part of the JPA with FDOT, vendors and contractors of the City of Deerfield Beach, Department of Community Services, shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the vendor or contractor while contracted with the City of Deerfield Beach, Department of Community Services. Additionally, vendors and contractors shall expressly require any subcontractors performing work or providing services pursuant to work for the City of Deerfield Beach, Department of Community Services shall likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor while working for the City of Deerfield Beach, Department of Community Services.

5.0 Title VI Investigations, Complaints, and Lawsuits

FTA Circular 4702.1B, Chapter III, Paragraph 7: In order to comply with the reporting requirements of 49 CFR 21.9(b), FTA requires all recipients to prepare and maintain a list of any of the following that allege discrimination on the basis of race, color, or national origin: active investigations....; lawsuits, and complaints naming the recipient.

The City of Deerfield Beach, Department of Community Services, has had no investigations, complaints, or lawsuits involving allegations of discrimination based on race, color, or national origin over the past three (3) years.

6.0 Public Participation Plan

FTA Circular 4702.1B, Chapter III, Paragraph 4.a.4: Every Title VI Plan shall include the following information: A public participation plan that includes an outreach plan to engage minority and limited English proficient populations, as well as a summary of outreach efforts made since the last Title VI Plan submission. A recipient's targeted public participation plan of minority populations may be part of efforts that extend more broadly to include constituencies that are traditionally underserved, such as individuals with disabilities, low-income populations, and others.

The Public Participation Plan (PPP) for the City of Deerfield Beach, Department of Community Services, was developed to ensure that all members of the public, including minorities and Limited English Proficient (LEP) populations, are encouraged to participate in the decision-making process for the City of Deerfield Beach, Department of Community Services. Policy and service delivery decisions need to consider community sentiment and public opinion based on well-executed outreach efforts. The public outreach strategies described in the PPP are designed to provide the public with effective access to information about the City of Deerfield Beach, Department of Community Services, and offer a variety of efficient and convenient methods for receiving and considering public comment before implementing changes to services. The PPP is included as Appendix D to this Title VI Plan.

Current Outreach Efforts

The public is encouraged to use feedback forms that are available on the City of Deerfield Beach, Department of Community Services website (www.dfb.city). The public is encouraged to provide feedback by calling the City of Deerfield Beach, Department of Community Services at (954) 480-4449 during its hours of operation.

The City of Deerfield Beach, Department of Community Services, is required to submit a summary of public outreach efforts made over the last three (3) years. The following is a list and short description of the City of Deerfield Beach, Department of Community Service's recent, current, and planned outreach activities.

1/1/2024	NEFP Program and Services	Northeast Focal Point	227 NW 2nd Street	Deerfield Beach
1/10/2024	NEFP Program and Services	Never Alone Care at Home	12555 Orange Drive, Suite 125	Davie
1/16/2024	NEFP Program and Services	Northeast Focal Point	227 NW 2nd Street	Deerfield Beach
1/30/2024	NEFP Program and Services	Genesis Physical Medicine	2925 W Cypress Creek Rd. Suite 101	Fort Lauderdale
2/1/2024	NEFP Program and Services	Heart2Heart	5251 NW 33rd Ave	Fort Lauderdale
2/15/2024	NEFP Program and Services	Wisdom Senior Care	2950 W Cypress Creek Rd. Suite 329	Fort Lauderdale
2/1/2024	NEFP Program and Services	Northeast Focal Point	227 NW 2nd Street	Deerfield Beach
2/2/2024	NEFP Program and Services	Nova Southeastern University; College of Nursing	3300 S. University Drive	Fort Lauderdale
2/7/2024	NEFP Program and Services	Education Advisory Board	50 Hillsboro Technology Dr	Deerfield Beach
3/1/2024	NEFP Program and Services	Northeast Focal Point	227 NW 2nd Street	Deerfield Beach
3/12/2024	NEFP Program and Services	Northeast Focal Point	325 NW 2nd Ave	Deerfield Beach
3/13/2024	NEFP Program and Services	AstraCare Caregivers	2233 W Hillsboro Blvd	Deerfield Beach
3/15/2024	NEFP Program and Services	Pure Acupuncture	1565 SE 3rd Ct	Deerfield Beach
3/7/2024	NEFP Program and Services	Calvary Church	2101 W Cypress Creek Road	Fort Lauderdale
3/13/2024	NEFP Program and Services	Wisdom Senior Care	2950 W Cypress Creek Rd. Suite 329	Fort Lauderdale
4/3/2024	NEFP Program and Services	Hillsboro Community Center	500 Hillsboro Technology Dr	Deerfield Beach
4/4/2024	NEFP Program and Services	Hillsboro Community Center	500 Hillsboro Technology Dr	Deerfield Beach
4/8/2024	NEFP Program and Services	Goldman Dasz	1630 W Hillsboro Blvd	Deerfield Beach
4/8/2024	NEFP Program and Services	Reflexology Foot Care	198 N Federal Hwy	Deerfield Beach
4/16/2024	NEFP Program and Services	Northeast Focal Point	325 NW 2nd Ave	Deerfield Beach
4/15/2024	NEFP Program and Services	Prestige Clinicians	3800 W Broward Blvd - Suite 101	Plantation
5/7/2024	NEFP Program and Services	Century Plaza Library	1856 A W. Hillsboro Blvd	Deerfield Beach
5/14/2024	NEFP Program and Services	Parkers Playhouse	707 NE 8th St	Fort Lauderdale
5/14/2024	NEFP Program and Services	B'nai B'rith Housing	299 SW 3rd Ave	Deerfield Beach
5/16/2024	NEFP Program and Services	Fort Lauderdale/Coral Springs Marriott	11775 Heron Bay Blvd.	Coral Springs
5/1/2024	NEFP Program and Services	Northeast Focal Point	325 NW 2nd Ave	Deerfield Beach
5/8/2024	NEFP Program and Services	Area Agency on Aging of Broward Co.	5300 Hiatus Rd	Deerfield Beach
5/11/2024	NEFP Program and Services	Northeast Focal Point	325 NW 2nd Ave	Deerfield Beach
5/17/2024	NEFP Program and Services	The Grand Villa - Assisted Living Facility	1050 SW 24th Ave	Deerfield Beach
5/17/2024	NEFP Program and Services	Brookdale - Assisted Living Facility	2403 W. Hillsboro Blvd	Deerfield Beach
5/14/2024	NEFP Program and Services	Northeast Focal Point	325 NW 2nd Ave	Deerfield Beach

5/1/2024	NEFP Program and Services	Northeast Focal Point	325 NW 2nd Ave	Deerfield Beach
4/19/2024	NEFP Program and Services	Hillsboro Community Center	500 Hillsboro Technology Dr	Deerfield Beach
4/24/2024	NEFP Program and Services	Lighthouse Medical Center	4 NE 4th Ave	Pompano Beach
4/25/2024	NEFP Program and Services	Heart 2 Heart	5251 NW 33rd Ave	Fort Lauderdale
4/25/2024	NEFP Program and Services	Allegro Senior Living	5901 Loxahatchee Rd	Parkland
4/27/2024	NEFP Program and Services	The Court at Palm-Air	2701 N Course Dr	Pompano Beach
5/3/2024	NEFP Program and Services	Herb Skolnick Center	800 SW 36th Ave	Pompano Beach
5/7/2024	NEFP Program and Services	St. Elizabeth Gardens Housing	801 NE 33rd St	Pompano Beach
6/1/2024	NEFP Program and Services	Northeast Focal Point	325 NW 2nd Ave	Deerfield Beach
6/12/2024	NEFP Program and Services	B'nai B'rith Housing	299 SW 3rd Ave	Deerfield Beach
6/20/2024	NEFP Program and Services	Palms Apartments	407 NW 1st Ter	Deerfield Beach
5/30/2024	NEFP Program and Services	Golden Bell Senior Living	1639 NE 26th St.	Wilton Manors
6/20/2024	NEFP Program and Services	Hillsboro Community Center	500 Hillsboro Technology Dr	Deerfield Beach
6/20/2024	NEFP Program and Services	Heart 2 Heart	5251 NW 33rd Ave	Fort Lauderdale
6/26/2024	NEFP Program and Services	B'nai B'rith Housing	299 SW 3rd Ave	Deerfield Beach
6/27/2024	NEFP Program and Services	The View at Colony West	6850 NW 88th Ave	Tamarac
6/26/2024	NEFP Program and Services	Hillsboro Urgent Care	220 SW Natura Ave	Deerfield Beach
6/27/2024	NEFP Program and Services	Spine and Orthopedic Center	280 SW Natura Ave	Deerfield Beach
6/27/2024	NEFP Program and Services	Northeast Focal Point	325 NW 2nd Ave	Deerfield Beach
6/27/2024	NEFP Program and Services	CASA Sent Angelo	16700 Miramar Pkwy	Miramar
7/1/2024	NEFP Program and Services	Northeast Focal Point	325 NW 2nd Ave	Deerfield Beach
7/1/2024	NEFP Program and Services	Zion Lutheran Church	959 SE 6th Ave	Deerfield Beach
7/2/2024	NEFP Program and Services	Palms of DB Housing	425 NW 1st Terr	Deerfield Beach
7/9/2024	NEFP Program and Services	Urban League of Broward County	560 NW 27th Ave	Fort Lauderdale
7/12/2024	NEFP Program and Services	St. Andrews Towers	2700 NW 99th Ave	Coral Springs
7/16/2024	NEFP Program and Services	Double Tree Hotel	100 Fairway	Deerfield Beach
7/23/2024	NEFP Program and Services	Northeast Focal Point	325 NW 2nd Ave	Deerfield Beach
7/31/2024	NEFP Program and Services	Five Star Premier Residence	2480 N Park Rd	Hollywood
7/31/2024	NEFP Program and Services	Holy Cross Health	4725 N Federal Hwy	Fort Lauderdale
8/1/2024	NEFP Program and Services	Northeast Focal Point	325 NW 2nd Ave	Deerfield Beach
8/2/2024	NEFP Program and Services	Nightingale Home Care	12350 NW 39th Street	Coral Springs

8/6/2024	NEFP Program and Services	Conviva Medical Center	4828 Coconut Creek	Coconut Creek
9/1/2024	NEFP Program and Services	Northeast Focal Point	325 NW 2nd Ave	Deerfield Beach
9/19/2024	NEFP Program and Services	Northeast Focal Point	325 NW 2nd Ave	Deerfield Beach
9/20/2024	NEFP Program and Services	Digestive Health Center	601 E Sample Rd	Pompano Beach
9/20/2024	NEFP Program and Services	Interventional Pain and Wellness Center	4515 Wiles Rd	Coconut Creek
10/1/2024	NEFP Program and Services	City Hall	150 NE 2nd Ave	Deerfield Beach
10/1/2024	NEFP Program and Services	Northeast Focal Point	325 NW 2nd Ave	Deerfield Beach
10/2/2024	NEFP Program and Services	Tigner Community Center	435 SW 2nd St	Deerfield Beach
10/15/2024	NEFP Program and Services	LGBT Chamber of Commerce	2300 NE 7th Ave	Wilton Manors
10/16/2024	NEFP Program and Services	Greater Fort Lauderdale Chamber of Commerce	521 NE 3rd Ave	Fort Lauderdale
10/17/2024	NEFP Program and Services	MVS Animal Clinic	325 NW 2nd Ave	Deerfield Beach
11/1/2024	NEFP Program and Services	Northeast Focal Point	325 NW 2nd Ave	Deerfield Beach
11/7/2024	NEFP Program and Services	Deerfield Beach Community Cares	959 NE 6th Ave	Deerfield Beach
11/12/2024	NEFP Program and Services	Tijuana Taxi Co.	901 N University Dr.	Coral Springs
11/13/2024	NEFP Program and Services	Area Agency on Aging of Broward Co.	5300 Hiatus Rd	Sunrise
11/13/2024	NEFP Program and Services	Northeast Focal Point	325 NW 2nd Ave	Deerfield Beach
11/14/2024	NEFP Program and Services	Hospital Campus	5757 N Dixie Highway	Oakland Park
11/15/2024	NEFP Program and Services	Leon Slatin Library	1856A E Hillsboro	Deerfield Beach
11/15/2024	NEFP Program and Services	Conviva Care Center	1886 W Hillsboro Blvd	Deerfield Beach
11/21/2024	NEFP Program and Services	Allegro Senior Living	5901 Loxahatchee Rd	Parkland
12/1/2024	NEFP Program and Services	Northeast Focal Point	325 NW 2nd Ave	Deerfield Beach
12/4/2024	NEFP Program and Services	Lassa Gaucho Brazilian Steakhouse	2457 E Sunrise Blvd	Fort Lauderdale
12/12/2024	NEFP Program and Services	Broward Pace	1700 Spectrum Blvd	Fort Lauderdale
12/27/2024	NEFP Program and Services	Northeast Focal Point	325 NW 2nd Ave	Deerfield Beach
12/31/2024	NEFP Program and Services	DoubleTree Hotel	100 Fairway Dr	Deerfield Beach
1/1/2025	NEFP Program and Services	Northeast Focal Point	325 NW 2nd Ave	Deerfield Beach
1/1/2025	NEFP Program and Services	Northeast Focal Point	325 NW 2nd Ave	Deerfield Beach
1/14/2025	NEFP Program and Services	Nova University	3300 S University	Fort Lauderdale
1/14/2025	NEFP Program and Services	Fort Lauderdale Behavioral Health Center	5757 N Dixie Hwy	Oakland Park
1/15/2025	NEFP Program and Services	Senior Helpers	5830 Sheridan St	Hollywood

1/23/2025	NEFP Program and Services	Allegro Senior Living	1290 N Federal Hwy	Fort Lauderdale
1/25/2025	NEFP Program and Services	Renaissance Fort Lauderdale West	1230 S Pinesl Island Rd	Plantation
1/29/2025	NEFP Program and Services	Johnny L Tigner Center	435 SW 2nd St	Deerfield Beach
1/30/2025	NEFP Program and Services	Sonata Assisted Living/Memory Care	4175 W Sample Rd.	Coconut Creek
1/31/2025	NEFP Program and Services	Garden Plaza Inverrary	4251 Rock Island Rd	Fort Lauderdale
2/1/2025	NEFP Program and Services	Northeast Focal Point	325 NW 2nd Ave	Deerfield Beach
2/7/2025	NEFP Program and Services	Hallandale Magnet High School	720 NW 9th Avenue	Hallandale
2/12/2025	NEFP Program and Services	Northeast Focal Point	325 NW 2nd Ave	Deerfield Beach
2/13/2025	NEFP Program and Services	Lighthouse Point Library	2200 NE 38th St	Lighthouse Point
2/13/2025	NEFP Program and Services	Dr. Daniel Sherlock, D.O.	2100 E Sample Rd. Suite 101	Lighthouse Point
2/18/2025	NEFP Program and Services	Tijuana Taxi Co.	901 N University Dr.	Coral Springs
2/25/2025	NEFP Program and Services	United Way Broward	1300 S Andrews Ave	Fort Lauderdale
2/26/2025	NEFP Program and Services	Select Physical Therapy	4756 N Federal Hwy	Lighthouse Point
2/26/2025	NEFP Program and Services	Kraeer Funeral	217 E Hillsboro Blvd	Deerfield Beach
2/26/2025	NEFP Program and Services	Fort Lauderdale Behavioral Health Center	5757 N Dixie Hwy	Oakland Park
3/1/2025	NEFP Program and Services	Northeast Focal Point	325 NW 2nd Ave	Deerfield Beach
3/5/2025	NEFP Program and Services	Area Agency on Aging of Broward Co.	5300 Hiatus Rd.	Sunrise

7.0 Language Assistance Plan

FTA Circular 4702.1B, Chapter III, Paragraph 9: Recipients shall take reasonable steps to ensure meaningful access to benefits, services, information, and other important portions of their programs and activities for individuals who are limited English proficient (LEP).

The City of Deerfield Beach, Department of Community Services, operates a transit system in Broward County, particularly in the Northeast Section of Broward County. Cities included in this area would consist of, but are not necessarily limited to: Deerfield Beach, Pompano Beach, Sea Ranch Lakes, Lauderdale by the Sea, Lighthouse Point, and Hillsboro Beach, and unincorporated areas in Northeast Broward County. The Language Assistance Plan (LAP) has been prepared to address the City of Deerfield Beach, Department of Community Service's responsibilities as they relate to the needs of individuals with Limited English Proficiency (LEP). Individuals who have a limited ability to read, write, speak, or understand English are LEP. In the service area of the City of Deerfield Beach Department of Community Services, there are 1,679,692 people, of whom 8.94% describe themselves as not able to communicate in English very well (Source: US Census). The City of Deerfield Beach, Department of Community Services, is federally mandated (Executive Order 13166) to take responsible steps to ensure meaningful access to the benefits, services, information, and other significant portions of its programs and activities for individuals who are LEP. The City of Deerfield Beach, Department of Parks and Recreation, has utilized the U.S. Department of Transportation (DOT) LEP Guidance Handbook and performed a four-factor analysis to develop its LAP. The LAP is included in this Title VI Plan as Appendix E.

Broward County, FL	Estimate	Percentage
Total:	1,679,692	100%
Speak only English	1,044,093	62.16%
Spanish or Spanish Creole	390,651	23.26%
Speak English "very well"	240,497	14.32%
Speak English less than "very well"	150,154	8.94%

8.0 Transit Planning and Advisory Bodies

FTA Circular 4702.1B, Chapter III, Paragraph 10: Recipients that have transit-related, non-elected planning boards, advisory councils or committees, or similar committees, the membership of which is selected by the recipient, must provide a table depicting the racial breakdown of the membership of those committees, and a description of efforts made to encourage the participation of minorities on such committees.

The City of Deerfield Beach, Department of Community Service, does not have a transit-related committee or board; therefore, this requirement does not apply.

9.0 Title VI Equity Analysis

FTA Circular 4702.1B, Chapter III, Paragraph 4.a.8: If the recipient has constructed a facility, such as vehicle storage, maintenance facility, operation center, etc., the recipient shall include a copy of the Title VI equity analysis conducted during the planning stage with regard to the location of the facility.

The City of Deerfield Beach, Department of Community Services, has not recently constructed any facilities, nor does it currently have any facilities in the planning stage. Therefore, the City of Deerfield Beach, Department of Community Services, does not have any Title VI Equity Analysis reports to submit with this Plan. The City of Deerfield Beach, Department of Community Services, will utilize the demographic maps included in Appendix G for future Title VI analysis.

10.0 System-Wide Service Standards and Service Policies

FTA Circular 4702.1B, Chapter III, Paragraph 10: All fixed route transit providers shall set service standards and policies for each specific fixed route mode of service they provide.

The City of Deerfield Beach, Department of Community Services, is a fixed route service provider.

The City of Deerfield Beach, Department of Community Services, has adopted the following system-wide standards and policies to ensure service design and operations practices do not result in discrimination based on race, color, or national origin. Service policies differ from service standards in that they are not necessarily based on a quantitative threshold.

10.1 Service Standards

FTA requires that all fixed route transit providers develop quantitative standards for all fixed route modes of operation for the following indicators. The City of Deerfield Beach, Department of Community Services, has prepared standards for all modes it operates.

Type	Standard Description
Vehicle Load	1.5 capacity ratio for all vehicles.
Vehicle Headway-Weekday	Express I averages a 60-minute headway all day.
Vehicle Headway-Weekday	Express II averages a 60-minute headway all day.
Vehicle Headway-Saturday/Sunday	Not Applicable

On-Time Performance	80% On-Time Performance is expected of Community Shuttle routes. On time is defined as departures that are zero (0) minutes early to five (5) minutes late.
Service Availability	Community Shuttle routes operate to complement BROWARD COUNTY'S (COUNTY) local, Breeze, Express, and Paratransit services. To the greatest extent possible, the Community Shuttle will fill gaps in COUNTY service coverage and offer local circulation to neighborhood destinations.

10.2 Service Policies

FTA requires fixed route transit providers to develop a policy for service indicators. The City of Deerfield Beach, Department of Community Services, has prepared the following policies for its transit system.

Transit Amenities	The CITY collaborates with the COUNTY in the siting of transit amenities in accordance with a criterion based on ridership, community need, and available right-of-way. For passenger convenience, Community Shuttle stops are generally placed in proximity to shopping plazas, grocery stores, hospitals, parks, and offices.
Vehicle Assignment	Vehicles in service for 5 years or 150,000 miles are prioritized for replacement. Routes regularly exceeding the vehicle capacity threshold should be addressed through additional service. The COUNTY is generally responsible for the procurement and replacement of transit vehicles based on need and available funding.

11.0 Appendices

APPENDIX A	FTA CIRCULAR 4702.1B REPORTING REQUIREMENTS FOR TRANSIT PROVIDERS
APPENDIX B	TITLE VI PLAN ADOPTION MEETING MINUTES AND FDOT CONCURRENCE LETTER
APPENDIX C	TITLE VI COMPLAINT FORM
APPENDIX D	PUBLIC PARTICIPATION PLAN
APPENDIX E	LANGUAGE ASSISTANCE PLAN
APPENDIX F	OPERATING AREA LANGUAGE DATA: CITY OF DEERFIELD BEACH SERVICE AREA
APPENDIX G	DEMOGRAPHIC MAPS

Appendix A: FTA Circular 4702.1B Reporting Requirements for Transit Providers

Every three years, on a date determined by FTA, each recipient is required to submit the following information to the Federal Transit Administration (FTA) as part of their Title VI Program. Sub-recipients shall submit the information below to their primary recipient (the entity from whom the sub-recipient receives funds directly), on a schedule to be determined by the primary recipient.

General Requirements *(All recipients must submit):*

- Title VI Notice to the Public, including a list of locations where the notice is posted
- Title VI Complaint Procedures (i.e., instructions to the public regarding how to file a Title VI discrimination complaint)
- Title VI Complaint Form
- List of transit-related Title VI investigations, complaints, and lawsuits
- Public Participation Plan, including information about outreach methods to engage minority and limited English proficient populations (LEP), as well as a summary of outreach efforts made since the last Title VI Program submission
- Language Assistance Plan for providing language assistance to persons with limited English proficiency (LEP), based on the DOT LEP Guidance
- A table depicting the membership of non-elected committees and councils, the membership of which is selected by the recipient, broken down by race, and a description of the process the agency uses to encourage the participation of minorities on such committees
- Primary recipients shall include a description of how the agency monitors its sub-recipients for compliance with Title VI, and a schedule of sub-recipient Title VI Program submissions
- A Title VI equity analysis if the recipient has constructed a facility, such as a vehicle storage facility, maintenance facility, operation center, etc.
- A copy of board meeting minutes, resolution, or other appropriate documentation showing the board of directors or appropriate governing entity or official(s) responsible for policy decisions reviewed and approved the Title VI Program. For State DOTs, the appropriate governing entity is the State's Secretary of Transportation or equivalent. The approval must occur prior to submission to FTA.
- Additional information as specified in Chapters IV, V, and VI, depending on whether the recipient is a transit provider, a State, or a planning entity (see below)

Requirements of Transit Providers *(All Fixed-Route Transit Providers must submit):*

All requirements set out in Chapter III (General

Requirements), Service standards

- Vehicle load for each mode
- Vehicle headway for each mode
- On-time performance for each mode
- Service availability for each

mode: Service policies

- Transit Amenities for each mode
- Vehicle Assignment for each mode

Appendix B: Title VI Plan Adoption Meeting Minutes

BLANK UNTIL MINUTES ADDED

Appendix C: Title VI Complaint Form



Transportation Department

TRANSIT DIVISION / Administration

1 N. University Drive, Suite 3100A • Plantation, Florida 33324 • 954-357-8300 • FAX 954-357-8305

LANGUAGE TRANSLATION SERVICE AVAILABLE

NOTE: If you require this Title VI Complaint Form to be translated into another language, please log onto www.broward.org/bct. Click on either "Microsoft Translator" or "Google Translate" at the top right corner of the web page and select the appropriate language for your translation.

SERVICO DE TRADUCCIÓN LENGUA DISPONIBLE

NOTA: Si usted requiere de este Formulario de Queja del Título VI de ser traducido a otro idioma, por favor haga clic en cualquiera de "Microsoft Translator" o "Google Translate" en la esquina superior derecha de esta página web y seleccionar el idioma.

LANG TRADIKSYON SÈVIS KI DISPONIB

REMAK: Si w mande pou s a Tit VI Fòm Plent dwe tradui nan yon lòt lang, tanpri klike sou swa "Tradiktè Microsoft" oswa "Google Translate" nan kwen paj sa a web tèt dwat epi chwazi lang ki apwopriye a pou tradiksyon ou.

Broward County Board of County Commissioners
Transportation Department

COMPLAINT OF ADA and TITLE VI DISCRIMINATION

The Broward County Transit Division, as a recipient of federal financial assistance, is required to ensure that its transit service and related benefits are distributed in a manner consistent with Title VI of the Civil Rights Act of 1964, as amended.

Any person who believes that they, individually, or as a member of any specific class of persons, has been subjected to discrimination under Title VI, based on race, color, or national origin, may file a written complaint with the Broward County Transit Division.

We are asking for the following information to assist us in processing your complaint. If you need help completing this form, please get in touch with us at (954) 357.8481 or TTY: (954) 357-8302.

NOTE: Airmare means of filing a complaint, such as personal interviews or a rape recording of The complaint will be made available for persons with disabilities upon request.

-
1. Complainant Name: _____
 Street Address: _____
 City, State, Zip Code: _____
 Telephone: _____
 Email Address: _____

2. Person you believe discriminated against you (if known):
 Name: _____

3. Location of incident: _____

4. Are you represented by an attorney for this complaint?

Yes _____ No _____

If yes. Please complete the following:

- Attorney's Name: _____
 Street Address: _____
 City, State, Zip Code: _____
 Telephone: _____

5. Which of the following best describes the reason you believe the discrimination took place? Please circle.

Race	Color	National Origin	Sex	Income Status	Age
Disability	Retaliation	Sexual Orientation	Political Affiliation	Marital Status	

6. Date(s) of the alleged discrimination: _____

7. **In** the space below, please describe the alleged discrimination. Explain what happened and who you believe was responsible. *(Include bus number, route number, name of transit employee(s) involved in the incident, date, location, and time of the incident, if applicable.)* Attach additional sheet if necessary.

8. Have you filed a complaint of the alleged discrimination with a federal, state, or local agency, or with a state or federal court?

Yes___ _ No___ _

If yes, check that I apply:

Federal___ _ Federal Court---

State State Court, local Court_ _

Please provide the name of the Agency where you filed your complaint.

Agency Name:_____

Contact Person:_____

Complaint Signature

Date of Signature

You may attach any additional information you think is relevant to your complaint.

Submit your signed complaint and *any* attachments.:

**Broward County Transit Division
Attention: Transit Manager - Compliance
1 North University Drive, Suite 3100A, Box
306,Plantation, FL 33324**

Appendix D: Public Participation Plan (PPP)

Introduction

The Public Participation Plan (PPP) for the City of Deerfield Beach, Department of Parks and Recreation, was developed to ensure that all members of the public, including minorities and Limited English Proficient (LEP) populations, are encouraged to participate in the decision-making process for the City of Deerfield Beach, Department of Parks and Recreation. Policy and service delivery decisions need to consider community sentiment and public opinion based on well-executed outreach efforts. The public outreach strategies described in the PPP are designed to provide the public with effective access to information about the City of Deerfield Beach and Department of Parks and Recreation services, as well as offer a variety of efficient and convenient methods for receiving and considering public comment before implementing service changes. The City of Deerfield Beach, Department of Parks and Recreation, also recognizes the importance of many types of stakeholders in the decision-making process, including other units of government, metropolitan area agencies, and community-based organizations, major employers, passengers, and the general public, including low-income, minority, LEP, and other traditionally underserved communities.

Public Participation Goals

The main goal of the PPP is to offer meaningful opportunities for all interested segments of the public, including, but not limited to, low-income, minority, and LEP groups, to comment on the City of Deerfield Beach, Department of Parks and Recreation, and its operations. The goals for this PPP include:

- **Inclusion and Diversity:** The City of Deerfield Beach, Department of Parks and Recreation, will proactively reach out and engage low-income, minority, and LEP populations for the Your Community Transit service area, so these groups will have an opportunity to participate.
- **Accessibility:** All legal requirements for accessibility will be met. Efforts will be made to enhance the accessibility of the public's participation - physically, geographically, temporally, linguistically, and culturally.
- **Clarity and Relevance:** Issues will be framed in public meetings in such a way that participants understand the significance and potential effect of proposed decisions. Proposed adjustments to services will be described in language that is clear and easy to understand.
- **Responsive:** The City of Deerfield Beach, Department of Community Services, will strive to respond to and incorporate, when possible, appropriate public comments into transportation decisions.
- **Tailored:** Public participation methods will be tailored to match local and cultural preferences as much as possible.
- **Flexible:** The public participation process will accommodate participation in a variety of ways and will be adjusted over time as needed.

Public Participation Methods

The public will be invited to provide feedback on the City of Deerfield Beach, Department of Parks and Recreation website (www.dfb.city). All feedback received will be recorded and passed on to the City of Deerfield Beach, Department of Parks and Recreation management. The public will also be able to call the City of Deerfield Beach, Department of Parks and Recreation office at 954-480-4442 during its hours of operation. Feedback collected over the phone will be recorded and passed on to the City of Deerfield Beach, Department of Parks and Recreation management. Formal customer surveys to measure performance and listening sessions to solicit input will be conducted periodically. The comments recorded as part of these participation methods will be responded to as appropriate.

For all public meetings, the venue will be a facility that is accessible for persons with disabilities and, preferably, is served by public transit. If a series of sessions is scheduled on a topic, different meeting locations may be used, as no single area is usually convenient for all participants.

For community meetings and other important information, the City of Deerfield Beach, Community Services will use a variety of means to make residents and citizens aware, including some or all of the following methods:

- In-vehicle advertisement
- Notifying clients of the center, which is done through posters and flyers
- Posting information on the website
- Other methods required by local or state laws or agreements
- All information and materials communicating proposed and actual service adjustments will be provided in English and any other language that meets the "safe harbor" criteria.

Appendix E: Language Assistance Plan (LAP)

Introduction

The City of Deerfield Beach, Department of Community Services, operates a transit system within northeast Broward County. The Language Assistance Plan (LAP) has been prepared to address the City of Deerfield Beach, Department of Community Services' responsibilities as they relate to the needs of individuals with Limited English Proficiency (LEP). Individuals who have a limited ability to read, write, speak, or understand English are LEP. In the City of Deerfield Beach, Department of Community Services service area, 8.94% describe themselves as not able to communicate in English "very well" (Source: US Census). City of Deerfield Beach, Department of Community Services, is federally mandated (Executive Order 13166) to take responsible steps to ensure meaningful access to the benefits, services, information, and other significant portions of its programs and activities for individuals who are LEP. The City of Deerfield Beach, Department of Community Services, has utilized the U.S. Department of Transportation (USDOT) LEP Guidance Handbook and performed a four-factor analysis to develop its LAP.

For many LEP individuals, public transit is the principal transportation mode available. It is essential for the City of Deerfield Beach, Department of Community Services, to communicate effectively with all of its riders. When the City of Deerfield Beach, Department of Community Services, communicates effectively with all its riders, the service becomes safer, more reliable, convenient, and accessible for everyone within its service area. The City of Deerfield Beach, Department of Community Services, is committed to taking reasonable steps to ensure meaningful access for LEP individuals to this agency's services in accordance with Title VI.

This plan will demonstrate the efforts undertaken by the City of Deerfield Beach, Department of Community Services, to make its services accessible to all persons, regardless of their ability to communicate in English. The plan addresses how services will be provided through general guidelines and procedures, including the following:

- Identification: Identifying LEP populations in service areas
- Notification: Providing notice to LEP individuals about their right to language services
- Interpretation: Offering timely interpretation to LEP individuals upon request
- Translation: Providing timely translation of essential documents
- Staffing: Identifying the City of Deerfield Beach, Department of Community Services staff to assist LEP customers
- Training: Providing training on LAP to responsible employees.

Four Factor Analysis

The analysis provided in this report has been developed to identify the LEP population that may use the City of Deerfield Beach Department of Community Services and to determine their needs for language assistance. This analysis is based on the "Four Factor Analysis" presented in the Implementing the Department of Transportation's Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficient (LEP) Persons, dated April 13, 2007, which considers the following factors:

- 1) Demography: identifying the number and/or proportion of LEP persons served or encountered, and languages spoken in the service area.
- 2) Frequency: determining the rate of contact with the City's programs, activities, and services.
- 3) Importance: gauging the nature and importance of the City's program, service, and activities to people's lives.
- 4) Resources: assessing current and available resources, including language assistance services.

Factor 1: The Number and Proportion of LEP Persons Served or Encountered in the Eligible Service Population. Of the 68,956 residents in the City of Deerfield Beach, Department of Community Services service area, 11,757 residents describe themselves as speaking English less than "very well". People of [most numerous ethnicity] descent are the primary LEP persons likely to utilize the City of Deerfield Beach Department of Community Services.

For the City of Deerfield Beach, Department of Community Services service area, the American Community Survey of the

The U.S. Census Bureau shows that among the area's population, 82.95% speak English "very well." For groups who speak English "less than very well", 5.98% speak [Spanish/ Creole] and 5.18% speak [Creole].

Appendix F contains a table listing the languages spoken at home and the corresponding ability to speak English for the population within the City of Deerfield Beach, Department of Parks and Recreation service area.

Factor 2: The Frequency with which LEP Individuals Come into Contact with Your Programs, Activities, and Services

The City of Deerfield Beach, Department of Community Services, has assessed the frequency with which LEP individuals come in contact with the transit system. The methods utilized for this assessment include analyzing Census data, examining phone inquiries, handling requests for translated documents, and conducting a staff survey. As discussed above, Census data indicate that [insert a summary of either possible prominent LEP groups or the lack of prominent LEP groups]. Phone inquiries and staff survey feedback indicated that the City of Deerfield Beach, Department of Community Services, dispatchers and drivers interact infrequently with LEP persons.

Most of these interactions have occurred with LEP persons who mainly spoke Spanish. Over the past 2 years, the City of Deerfield Beach, Department of Community Services, has had five requests for translated documents.

Factor 3: The Nature and Importance of the Program, Activity, or Service Provided by the Recipient to People's Lives.

Public transportation is vital to many people's lives. According to the Department of Transportation's *Policy Guidance Concerning Recipients' Responsibilities to LEP Persons*, providing public transportation access to LEP persons is crucial. A LEP person's inability to utilize public transportation effectively may adversely affect their ability to access health care, education, or employment.

An on-board passenger survey was conducted to collect data on the usage and access to the services of the City of Deerfield Beach Department of Community Services. According to the study, the most common age among all the participants was 60 or older. This supports the fact that the City of Deerfield Beach Department of Community Services can be considered a senior transit service, as most of its patrons are over the age of 60.

To further assess personal mobility options, each respondent was asked how they would have made the surveyed trip had the City of Deerfield Beach, Department of Community Services, not been available. The most frequent response was "friend of a family member" (40 percent). An additional 25 percent indicated they would not have made the surveyed trip if the service was not available. This data suggests that the City of Deerfield Beach, Department of Community Services, is a crucial primary means of transportation for its customers.

Factor 4: The Resources Available to the Recipient and Costs

The City of Deerfield Beach, Department of Community Services, assessed its currently used resources and those that could be used to assist LEP populations. These resources include the following: Multi-language brochures and flyers, and Creole and Spanish-speaking staff to assist with translation. The City of Deerfield Beach, Department of Community Services, provides a reasonable degree of services for LEP populations in its service area.

Language Assistance Plan

In developing a Language Assistance Plan, FTA guidance recommends the analysis of the following five elements:

1. Identifying LEP individuals who need language assistance
2. Providing language assistance measures
3. Training staff
4. Providing notice to LEP persons
5. Monitoring and updating the plan

The five elements are addressed below.

Element 1: Identifying LEP Individuals Who Need Language Assistance

Federal guidance provides that there should be an assessment of the number or proportion of LEP individuals eligible to be serviced or encountered and the frequency of encounters pursuant to the first two factors in the four-factor analysis.

The City of Deerfield Beach, Department of Community Services, has identified the number and proportion of LEP individuals within its service area using United States Census data (see Appendix H). As presented earlier, 62.81% of the service area population speaks English only. The largest non-English spoken language in the service area is Spanish and Creole (5.98%). Of those whose primary spoken language is Spanish, approximately 5% identify themselves as speaking less than “very well”. Those residents whose primary language is not English or Spanish and who identify themselves as speaking English less than “very well” account for .98% of the service area population.

The City of Deerfield Beach, Department of Community Services, may identify language assistance needs for an LEP group by:

- Examining records to see if requests for language assistance have been received in the past, either at meetings or over the phone, to determine whether language assistance might be needed at future events or meetings.
- Having Census Bureau Language Identification Flashcards available at the City of Deerfield Beach, Department of Community Services, Meetings. This will assist the City of Deerfield Beach, Department of Community Services, in identifying language assistance needs for future events and meetings.
- Having Census Bureau Language Identification Flashcards on all transit vehicles to assist operators in identifying specific language assistance needs of passengers. If such individuals are encountered, vehicle operators will be instructed to obtain contact information to provide to the management of the City of Deerfield Beach, Department of Community Services, for follow-up.
- Vehicle operators and front-line staff (i.e., Dispatchers, Transit Operation Supervisors, etc.) will be surveyed on their experience concerning any contacts with LEP persons during the previous year.

Element 2: Language Assistance Measures

Federal Guidance suggests that an effective LAP should include information about how language assistance will be provided. This refers to listing the different language services an agency offers and how staff can access this information.

For this task, Federal Guidance recommends that transit agencies consider developing strategies to train staff on effectively dealing with LEP individuals when they call agency centers or interact with the agency.

City of Deerfield Beach, Department of Community Services, has undertaken the following actions to improve access to information and services for LEP individuals:

1. Provide bilingual staff at community events, public hearings, and transit committee meetings.
2. Survey transit drivers and other front-line staff annually on their experience concerning any contacts with LEP persons during the previous year.
3. Provide Language Identification Flashcards on board transit vehicles and in the City of Deerfield Beach, Department of Parks and Recreation offices.
4. Include statements clarifying that being bilingual is preferred on bus driver recruitment flyers and onboard recruitment posters.
5. When an interpreter is needed in person or on the telephone, staff will attempt to access language assistance services from a professional translation service or qualified community volunteers.

City of Deerfield Beach, Department of Community Services, will utilize the demographic maps provided in Appendix G to better give the above efforts to the LEP persons within the service area.

Element 3: Training Staff

In the case of the City of Deerfield Beach, Department of Community Services, the most crucial staff training is for front-line staff and transit drivers. Several representatives are bilingual in English, Spanish, and Creole.

The following training will be provided to Customer Service Representatives:

- Information on Title VI Procedures and LEP responsibilities
- Use of Language Identification Flashcards
- Documentation of language assistance requests
- How to handle a potential Title VI/LEP complaint

Element 4: Providing Note to LEP Persons

City of Deerfield Beach, Department of Community Services, will make Title VI information available in English on the Agency's website. Key documents are written in English, Spanish, and Creole. Notices are also posted in the City of Deerfield Beach Department of Community Services office lobby, on buses, and at the community center. Additionally, when staff prepare a document or schedule a meeting, the target audience is expected to include LEP individuals. Documents, meeting notices, flyers, and agendas will then be printed in an alternative language based on the known LEP population.

Element 5: Monitoring and Updating the Plan

The plan will be reviewed and updated on an ongoing basis. Updates will consider the following:

- The number of documented LEP person contacts encountered annually
- How the needs of LEP persons have been addressed
- Determination of the current LEP population in the service area
- Determination as to whether the need for translation services has changed
- Determine whether the City of Deerfield Beach, Department of Parks and Recreation, financial resources are sufficient to fund the language assistance resources needed

The City of Deerfield Beach, Department of Community Services, understands the value its service provides to individuals who rely on it and the importance of measures to make system use easier. The City of Deerfield Beach, Department of Community Services, is open to suggestions from all sources, including customers, the City of Deerfield Beach, Department of Community Services staff, other transportation agencies with similar experiences with LEP communities, and the general public, regarding additional methods to improve their accessibility to LEP communities.

Safe Harbor Provision

DOT has adopted the Department of Justice's Safe Harbor Provision, which outlines circumstances that can provide a "safe harbor" for recipients regarding the translation of written materials for the LEP population. The Safe Harbor Provision stipulates that, if a recipient provides written translation of vital documents for each eligible LEP language group that constitutes five percent (5%) or 1,000 persons, whichever is less, of the total population of persons eligible to be served or likely to be affected or encountered, then such action will be considered strong evidence of compliance with the recipient's written translation obligations.

Translation of non-vital documents, if needed, can be provided orally. Suppose there are fewer than 50 persons in a language group that reaches the five percent (5%) trigger. In that case, the recipient is not required to translate vital written materials but should provide written notice in the primary language of the LEP language group of the right to receive competent oral interpretation of those written materials, free of cost.

The Safe Harbor Provision applies to the translation of written documents only. They do not affect the requirement to provide meaningful access to LEP individuals through competent oral interpreters where oral language services are needed and are reasonable. The City of Deerfield Beach, Department of Community Services, may determine, based on the Four Factor Analysis, that even though a language group meets the threshold specified by the Safe Harbor Provision, written translation may not be an effective means to provide language assistance measures.

Appendix F: Operating Area Language Data: The City of Deerfield Beach Service Area

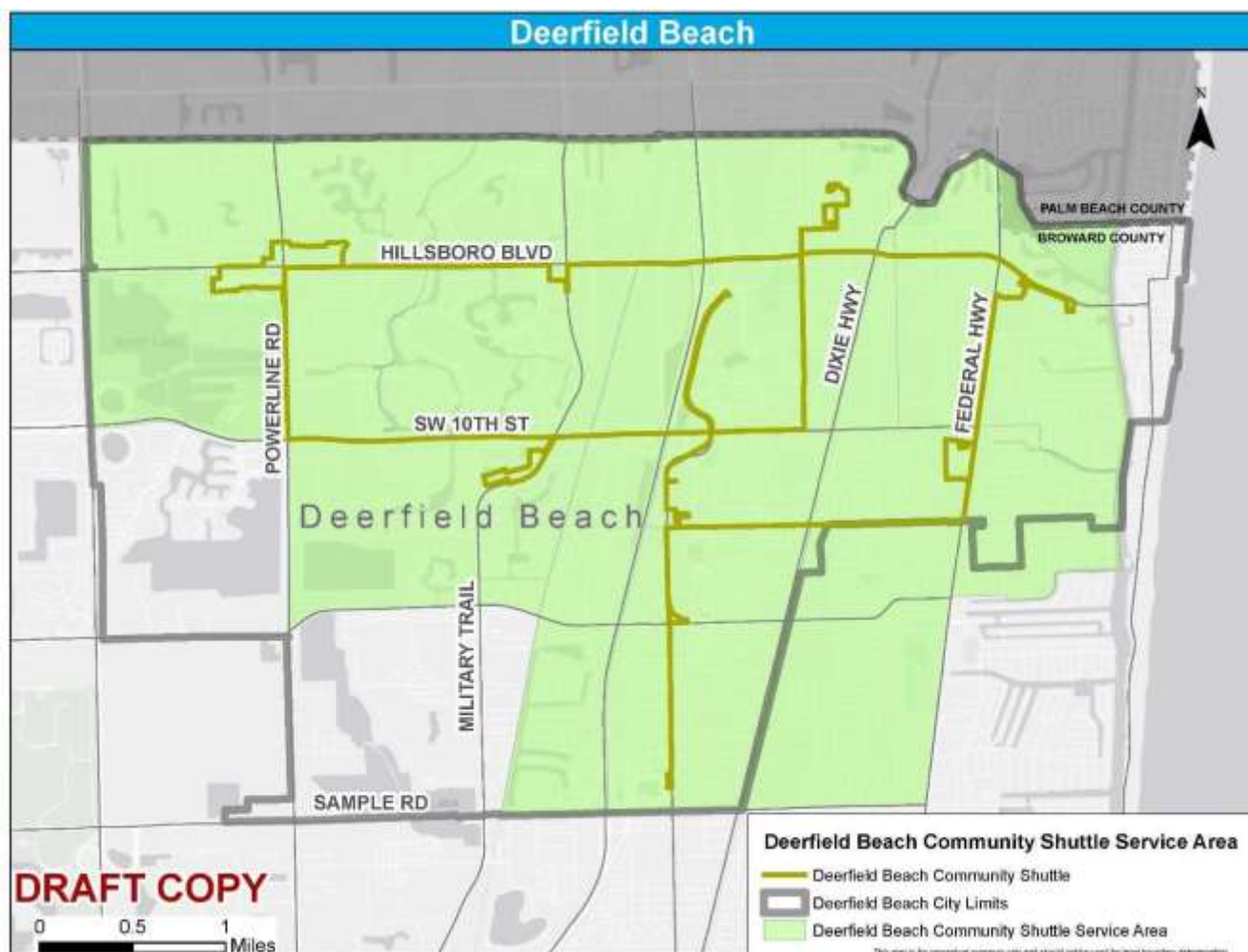
Language	County	Percent of Population
Total	68,956	100.00%
Speak only English	43,314	62.81%
Spanish or Spanish Creole	9,747	14.14%
Speak English “very well”	5,626	8.16%
Speak English less than “very well”	4,121	5.98%
French (incl. Patois, Cajun)	1,738	2.52%
Speak English “very well”	1,019	1.48%
Speak English less than “very well”	719	1.04%
French Creole	6,613	9.59%
Speak English “very well”	3,040	4.41%
Speak English less than “very well”	3,573	5.18%
Italian	675	0.98%
Speak English “very well”	460	0.67%
Speak English less than “very well”	215	0.31%
Portuguese or Portuguese Creole	4,092	5.93%
Speak English “very well”	1,819	2.64%
Speak English less than “very well”	2,273	3.30%
German	233	0.34%
Speak English “very well”	213	0.31%
Speak English less than “very well”	20	0.03%
Yiddish	55	0.08%
Speak English “very well”	55	0.08%
Speak English less than “very well”	-	0.00%
Other West Germanic languages	29	0.04%
Speak English “very well”	29	0.04%
Speak English less than “very well”	-	0.00%
Scandinavian languages	40	0.06%
Speak English “very well”	40	0.06%
Speak English less than “very well”	-	0.00%

Language	County	Percent of Population
Greek	72	0.10%
Speak English “very well”	49	0.07%
Speak English less than “very well”	23	0.03%
Russian	259	0.38%
Speak English “very well”	75	0.11%
Speak English less than “very well”	184	0.27%
Polish	174	0.25%
Speak English “very well”	113	0.16%
Speak English less than “very well”	61	0.09%
Serbo-Croatian	16	0.02%
Speak English “very well”	13	0.02%
Speak English less than “very well”	3	0.00%
Other Slavic Languages	57	0.08%
Speak English “very well”	48	0.07%
Speak English less than “very well”	9	0.01%
Armenian	-	0.00%
Speak English “very well”	-	0.00%
Speak English less than “very well”	-	0.00%
Persian	-	0.00%
Speak English “very well”	-	0.00%
Speak English less than “very well”	-	0.00%
Gujarati	-	0.00%
Speak English “very well”	-	0.00%
Speak English less than “very well”	-	0.00%
Hindi	-	0.00%
Speak English “very well”	-	0.00%
Speak English less than “very well”	-	0.00%
Urdu	6	0.01%
Speak English “very well”	6	0.01%
Speak English less than “very well”	-	0.00%

Language	County	Percent of Population
Other Indic languages	57	0.08%
Speak English “very well”	57	0.08%
Speak English less than “very well”	-	0.00%
Other Indo-European Languages	198	0.29%
Speak English “very well”	198	0.29%
Speak English less than “very well”	-	0.00%
Chinese	346	0.50%
Speak English “very well”	61	0.09%
Speak English less than “very well”	285	0.41%
Japanese	43	0.06%
Speak English “very well”	35	0.05%
Speak English less than “very well”	8	0.01%
Korean	7	0.01%
Speak English “very well”	-	0.00%
Speak English less than “very well”	7	0.01%
Mon-Khmer, Cambodian	9	0.01%
Speak English “very well”	-	0.00%
Speak English less than “very well”	9	0.01%
Hmong	-	0.00%
Speak English “very well”	-	0.00%
Speak English less than “very well”	-	0.00%
Thai	118	0.17%
Speak English “very well”	109	0.16%
Speak English less than “very well”	9	0.01%
Laotian	21	0.03%
Speak English “very well”	21	0.03%
Speak English less than “very well”	-	0.00%
Vietnamese	115	0.17%
Speak English “very well”	45	0.07%
Speak English less than “very well”	70	0.10%

Language	County	Percent of Population
Other Asian languages	76	0.11%
Speak English “very well”	76	0.11%
Speak English less than “very well”	-	0.00%
Tagalog	52	0.08%
Speak English “very well”	11	0.02%
Speak English less than “very well”	41	0.06%
Other Pacific Island languages	-	0.00%
Speak English “very well”	-	0.00%
Speak English less than “very well”	-	0.00%
Navajo	-	0.00%
Speak English “very well”	-	0.00%
Speak English less than “very well”	-	0.00%
Other Native American languages	-	0.00%
Speak English “very well”	-	0.00%
Speak English less than “very well”	-	0.00%
Hungarian	67	0.10%
Speak English “very well”	38	0.06%
Speak English less than “very well”	29	0.04%
Arabic	565	0.82%
Speak English “very well”	467	0.68%
Speak English less than “very well”	98	0.14%
Hebrew	148	0.21%
Speak English “very well”	148	0.21%
Speak English less than “very well”	-	0.00%
African languages	5	0.01%
Speak English “very well”	5	0.01%
Speak English less than “very well”	-	0.00%
Other and unspecified languages	9	0.01%
Speak English “very well”	9	0.01%
Speak English less than “very well”	-	0.00%

Appendix G: Demographic Maps





City of Deerfield Beach

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

Face Sheet File Number: I.D. 2025-542

Agenda Date: 11/18/2025

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 carry forward of American Rescue Plan Act Funding in the amount of \$2,827,257.00 to fund completion of the ARPA Projects, and the carry forward of \$50,000.00 of general funds for ARPA contractual services from the 2025 fiscal year budget to the 2026 fiscal year budget; providing for implementation 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: \$2,827,257.00

Account Name: AMERICAN RESCUE PLAN

Account Number: 186-000-640-0000-000-33151-331201

Costs: \$50,000.00

Account Name: OTHER CONTRACTUAL SERVICE

Account Number: 186-600-640-5964-000-56400-503299

Background/History

The American Rescue Plan Act of 2021 (ARPA), also called the COVID-19 Stimulus Package or American Rescue Plan (ARP), is a \$1.9 trillion economic stimulus bill passed by the 117th United States Congress and signed into law by President Biden on March 11, 2021. The Act established the Coronavirus State Fiscal Recovery Funds and Local Fiscal Recovery Funds, which provide support to state, territorial, local, and tribal governments in responding to the economic and public health impacts of COVID-19 and in their efforts to contain impacts on their communities, residents, and businesses. Statutorily eligible uses of the funds must apply to one of the following categories:

1. To respond to the COVID-19 public health emergency or its negative economic impacts;
2. To respond to workers performing essential work during the COVID-19 public health crisis
 - a. emergency by providing premium pay to such eligible workers of the recipient, or by
 - b. providing grants to eligible employers that have eligible workers who performed
 - c. essential work;
3. For the provision of government services, to the extent of the reduction in revenue of such a recipient due to the COVID-19 public health emergency, relative to revenues collected in the most recent full fiscal year of the recipient prior to the emergency; and
4. To make necessary investments in water, sewer, or broadband infrastructure.

In addition, eligible expenses must be incurred from March 3, 2021 through December 31, 2024, and expended by December 31, 2026.

The City of Deerfield Beach has been allotted \$16.28 million in ARPA funding, which was distributed by the U.S. Treasury in two installments as follows:

- First payment within 60 days of the ARPA enactment for 50% of the allocation; and
- Second payment no earlier than 12 months after the first payment date for the remaining 50% allocation.

In June 2021, the City received its first installment of ARPA funding for \$8,142,442.50. On May 4, 2021, the City hired consultants, Government Services Group (GSG), to assist with the administration of the funds.

Staff from departments citywide met to discuss and identify ARPA projects within their respective departments. Proposed projects were identified based on the eligibility criteria, community impact, and long-term benefits. The City's consultant, Government Services Group (GSG), played an integral role in the selection process by vetting the proposed projects and developing a spending plan that addresses community needs while mitigating risk and maximizing impact.

The City proposed 11 projects for ARPA funding. The projects address eligible infrastructure needs, COVID-19 public health, and economic impacts and services to disproportionately impacted communities. The City also intends to utilize an estimated 3% (\$500,000) of its ARPA allocation for administrative costs, which is subject to increase based on project needs. ARPA allows local governments to claim up to 10% of their total allotment for eligible administrative costs (direct and indirect).

Current Activity

City staff is carrying forward \$2,827,257.00 in Direct ARPA funds from FY2025 to FY2026 to complete ongoing projects and \$50,000.00 in general funds for contractual services with the City Consultant responsible for administering the City's allocation of ARPA funds.

Recommendation

It is recommended that the City Commission approve the carryforward of ARPA Direct funds in the amount of \$2,827,257.00 from FY 2025 to the Fiscal Year 2026 budget to complete ongoing projects, and \$50,000 in general funds for Other Contractual Services with the City's grant management Consultant Accenture.

RESOLUTION NO. 2025/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AUTHORIZING THE CARRY FORWARD OF AMERICAN RESCUE PLAN ACT FUNDING IN THE AMOUNT OF \$2,827,257.00 TO FUND COMPLETION OF THE ARPA PROJECTS, AND THE CARRY FORWARD OF \$50,000.00 OF GENERAL FUNDS FOR ARPA CONTRACTUAL SERVICES FROM THE 2025 FISCAL YEAR BUDGET TO THE 2026 FISCAL YEAR BUDGET; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, the City of Deerfield Beach (the “City”) has been allocated \$16.28 million in American Rescue Plan Act Funds (“ARPA”), which was distributed to the City in two installments as follows: (1) first payment within 60 days of ARPA enactment for 50% of the allocation; and (2) second payment no earlier than 12 months after the first payment date from the remaining 50% allocation; and

WHEREAS, the City received its allocation of American Rescue Plan Act Funds (“ARPA”) and the funds must be expended by December 2026;

WHEREAS, the funding in the 2025 Fiscal Year Budget in the amount of \$2,827,257.00 for direct ARPA funds needs to be carried forward to the 2026 Fiscal Year Budget, as more specifically set forth in the attached Exhibit “A”, to complete the remaining ongoing projects; and

WHEREAS, certain funding in the amount of \$50,000 for ARPA consultant services in the General Funds Account of the 2025 Fiscal Year Budget needs to be carried forward to the Other Contractual Services Account to fund the costs to oversee the administration of the ARPA funds (the “Consulting Services”); and

WHEREAS, staff recommends the City Commission authorize the carry forward of 2025 Fiscal Year Budget funding (i) in the amount of \$2,827,257.00 from the American Rescue Plan Account (186-000-640-0000-000-33151-331201) to the 2026 Fiscal Year Budget American Rescue Plan Account (186-000-640-0000-000-33151-331201), and (ii) in the amount of \$50,000.00 from 2025 Fiscal Year Budget General Funds to the 2026 Fiscal Year Budget Other Contractual Service Account (186-600-640-5964-000-56400-503299) (the “Funding Carry Forward”) to provide funding in the Fiscal Year 2026 Budget to complete the ARPA projects and ARPA Consulting 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 Funding Carry Forward to appropriate funds in the Fiscal Year 2026 Budget, as set forth in the attached Exhibit “A”, for the completion of the ARPA Projects and the ARPA Consulting Services is hereby approved.

Section 3. The City Manager and appropriate City officials are authorized to take all necessary actions to implement the Funding Carry Forward, including but not limited to processing any required amendment to the Fiscal Year 2026 Budget that is necessary to effectuate the Funding Carry Forward and the appropriation of funds in the Fiscal Year 2026 Budget to provide funding for completion of the ARPA Projects and the Contractual Services.

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

EXHIBIT A

[illegible]

1) Carryforward balance as of 9/30/2025

Carryforward of direct ARPA projects:	
Gov-Easy	16,500
Message Boards Main Entrance to City	108,894
Well Rehabilitation Project	1,634,195
PLC Upgrades & Automatic Transfer Switch	
SE 8th Avenue Stormwater Improvement	738,795
West Deerfield Beach Stormwater Improvement	143,500
Community Participation Grant	183,958
Administration	1,415

Carryforward Amount:



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2025-557

Agenda Date: 11/18/2025

Status: DEPARTMENTAL BUSINESS

In Control: City Commission

Title

Motion and consideration to direct the City Manager to execute a contract with the Urban Land Institute (ULI) to provide a Technical Advisory Panel to review and provide recommendations regarding Article XI "Beach Development" of the City Charter.

Recommended Action

Motion on decision of Commission

Background/History

The Charter Review Board is currently conducting a comprehensive review of the City Charter. As part of this process, the Board held a Special Meeting on October 27, 2025, to discuss potential external resources that could assist in evaluating specific charter provisions. During that meeting, the Board heard a presentation from the Urban Land Institute (ULI) as to ULI's ability to provide professional insight and recommendations related to Article XI. Beach Development.

Current Activity

Following a lengthy discussion, the Charter Review Board voted to recommend that the City Commission approve a contract with ULI to provide a technical advisory panel ("TAP") process to review and provide analysis and recommendations to the Board related to Article XI, "Beach Development" of the City Charter. The cost of the TAP to be performed by ULI is \$25,000.00.



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2025-537

Agenda Date: 11/18/2025

Status: CITY COMMISSION
BUSINESS

In Control: City Commission

Title

ORDINANCE 2025/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING SECTIONS 2-377 "CODE ENFORCEMENT CITATION PROCEDURES" AND 2-378 "SCHEDULE OF CIVIL PENALTIES" OF ARTICLE VI "CODE ENFORCEMENT" OF CHAPTER 2 "ADMINISTRATION" OF THE CITY CODE OF ORDINANCES TO ESTABLISH THE PROCESS AND PENALTIES FOR ENFORCEMENT OF SNIPE SIGN VIOLATIONS AND OTHER CODE VIOLATIONS RELATED TO TEMPORARY SIGNS BEING INSTALLED IN THE PUBLIC RIGHTS-OF-WAY OR ON CITY PROPERTY; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

Recommended Action

Commission to vote on Ordinance and set public hearing for December 2, 2025

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The City's Code of Ordinances currently addresses general code enforcement matters under Chapter 2, Article VI, including the general penalty for violating provisions of the Code where no specific penalty is provided.

Snipe Signs are defined in the City's Land Development Code to mean "a sign of any material, including paper, cardboard, wood and metal, when tacked, nailed or attached in any way to trees, telephone poles, utility poles, stakes, fences, the ground or other objects."

Snipe signs, which are often placed on utility poles, in medians, and in other public rights-of-way, create a visual clutter and can pose safety concerns. Snipe Signs are currently prohibited from being installed under the City's Land Development Code. Additionally, other temporary signs are prohibited from being placed, erected or maintained in the public right-of-way or on any public property.

Current Activity

The City's code enforcement staff spends a considerable amount of time removing a significant amount of prohibited snipe signs and temporary signs from the City's rights-of-way and other City property. However, traditional code enforcement procedures and penalties have not effectively deterred violators from continuing to place illegal snipe signs and temporary signs in the public rights-of-way or on public property.

The proposed Ordinance amends Section 2-377 of Article VI, "Code Enforcement," of Chapter 2, "Administration," of the City Code of Ordinances to establish a defined process and additional enforcement mechanisms for the enforcement of snipe sign and temporary sign violations, including the issuance of civil citations and notices to appear in court to violators. The amendment provides

that the person in violation of the snipe sign prohibition (or installing other temporary signs in the public rights-of-way) shall be presumed to be the person, business entity, or organization whose name or other identifying information is displayed in the sign's text or illustrations, and that person shall be presumed to be the person, business, entity, or organization who ordered, directed, or otherwise allowed the snipe sign or temporary sign to be placed in the public right-of-way, on public property or within the City. The Ordinance includes increased penalties for subsequent violations and requires a mandatory court appearance upon the issuance of a fourth violation (and for each subsequent violation thereafter). Additionally, the Ordinance amends the schedule of civil penalties set forth in Section 2-378 to address the proposed enhanced enforcement and penalty process.

The Ordinance aims to strengthen enforcement of and compliance with the City's aesthetic and safety standards regarding snipe signs and temporary signage, and to deter repeat violations.

ORDINANCE NO. 2025/

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING SECTIONS 2-377 “CODE ENFORCEMENT CITATION PROCEDURES” AND 2-378 “SCHEDULE OF CIVIL PENALTIES” OF ARTICLE VI “CODE ENFORCEMENT” OF CHAPTER 2 “ADMINISTRATION” OF THE CITY CODE OF ORDINANCES TO ESTABLISH THE PROCESS AND PENALTIES FOR ENFORCEMENT OF SNIPE SIGN VIOLATIONS AND OTHER CODE VIOLATIONS RELATED TO TEMPORARY SIGNS BEING INSTALLED IN THE PUBLIC RIGHTS-OF-WAY OR ON CITY PROPERTY; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE

WHEREAS, Article IV of Chapter 2 of the City Code of Ordinances (the “City Code”) establishes the Code Enforcement Procedures, Process and Penalties for violations of the City Code; and

WHEREAS, Section 102-7 of the City’s Land Development Code specifically prohibits and makes it unlawful for a person, business or person in charge of a business to: (i) erect, attach or place; (ii) cause to be erected, attached or placed; or (iii) permit or suffer to be erected, attached or placed; or (iv) permit or suffer to continue to be as erected, attached, or placed (except as to certain nonconforming signs within the limitations set forth in this section) within the City certain signs enumerated in Code Section 102-7, including Snipe Signs; and

WHEREAS, the City Code also prohibits temporary signs from being placed, erected, or maintained in the public right-of-way or on any public property; and

WHEREAS, there has been a proliferation of prohibited temporary signs, including snipe signs, being placed within the City rights-of-way and on City property, and such signs cause traffic hazards, unsightly clutter on or near City-owned infrastructure, are an overall nuisance and detract from the aesthetics of the City; and

WHEREAS, the City’s Code Enforcement Division disposed of many thousands of such signs within the last year and the City’s traditional code enforcement process has not effectively deterred violators from continuing to violate the City Code relating to snipe signs and temporary signs; and

WHEREAS, in order to strengthen enforcement of snipe sign and temporary sign code violations and hold the responsible businesses and individuals accountable for violating the City Code, the City Commission desires to amend Sections 2-377 “Code enforcement citation procedures” and Section 2-378 “Schedule of Civil Penalties” of the City Code to enhance the City’s enforcement and penalties process for snipe sign and temporary sign code violations.

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

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

Section 2. Section 2-377 “Code Enforcement Citation Procedures” of Chapter 2 “Administration,” Article VI “Code Enforcement” of the City Code of Ordinances is hereby amended to read as follows¹:

Chapter 2 ADMINISTRATION

ARTICLE IV. – CODE ENFORCEMENT

* * *

Sec. 2-377.- Code enforcement citation procedures.

(b) Citation procedure.

(2) (a) Prior to issuing a citation, a code enforcement officer shall provide notice to the person that the person has committed a violation of a city code or ordinance and shall establish a reasonable time period within which the person must correct the violation. Such time period shall be not more than 30 days. If, upon personal investigation, a code enforcement officer finds that the person has not corrected the violation within the time period, the code enforcement officer may issue a citation to the person who has committed the violation. A code enforcement officer shall not be required to provide the person with a reasonable time period to correct the violation prior to issuing a citation and may immediately issue a citation if the code enforcement officer has reason to believe that the violation presents a serious threat to the public health, safety or welfare, if a repeat violation is found or if the violation is irreparable or irreversible.

(b) Snipe Sign and Temporary Sign Violations.

- (1) For a violation of city code Section 102-7 relating to prohibited snipe signs or a violation of Section 102-12 relating to temporary signs being prohibited from being installed in the public rights-of-way or on other public property, the person in violation of these sections shall be presumed to be the person, business entity, or organization whose name or other identifying information is displayed in the sign’s text or illustrations, and that person shall be presumed to be the person, business, entity, or organization who ordered, directed, or otherwise allowed the snipe sign or temporary sign to be placed in the public right-of-way, on public property or within the

¹ Additions to existing City Code text are shown in underline. Deletions to existing City Code text are shown in ~~strikethrough~~.

City. This presumption may be rebutted by competent substantial evidence to the contrary.

- (2) A code enforcement officer may issue a notice to appear in court or a civil citation with a fine to the person, business entity, or organization the code officer believes to be in violation of Section 102-7 relating to prohibited snipe signs or in violation of Section 102-12 relating to temporary signs being prohibited from being installed in the public rights-of-way or on other public property, for each sign in violation, in the amounts set forth in subsection (c) below. A notice to appear shall be issued by the code officer and a Court appearance shall be mandatory for the fourth violation of such code violations by the same person, business entity, or organization (and for all subsequent violations after the fourth violation). In the event a mandatory court appearance is required, the citation or notice to appear must clearly inform the violator of such mandatory appearance. Violators required to appear in court under this subsection shall not have the option of paying the civil penalty to avoid such Court appearance.

(c) *Penalties.*

- (5) Penalties relating to snipe sign and temporary sign violations pursuant to subsection (b)(2)(b) above shall be as follows for each violation:

(a) First violation	\$100.00
(b) Second violation	\$200.00
(c) Third violation	\$300.00
(d) Fourth violation and all subsequent violations	\$500.00

A violator may pay the applicable civil penalty amounts above and the costs of removal and disposal of the violator's signs within 15 days of the date of receiving the citation. If the person cited makes timely payment of the penalty, he or she shall be deemed to have admitted the civil infraction and to have waived his or her right to a hearing on the issue of the commission of the violation.

1. If a violator fails to pay the civil penalty within 15 calendar days of receipt of the citation, an additional amount of \$25 shall be assessed as a late fee for each citation that remains unpaid after the initial 15 day period.
2. If a violator fails to pay the civil penalty within the time allowed, or fails to appear in court or at a code enforcement hearing to contest the citation, the person shall be deemed to have waived his or her right to contest the citation and, in such case, judgment may be entered against the person for an amount up to the maximum civil penalty, not to exceed \$500 per violation.

Section 3. Section 2-378 “Schedule of Civil Penalties” of Chapter 2 “Administration,” Article VI “Code Enforcement” of the City Code of Ordinances is hereby amended to read as follows:

Chapter 2 ADMIMISTRATION

ARTICLE IV. – CODE ENFORCEMENT

* * *

Sec. 2-378. - Schedule of civil penalties.

(a) The following City Code provisions are enforceable pursuant to the procedures described in this division and violators of such provisions shall be subject to the following penalties when enforced pursuant to this division:

Section	Description	Penalty
Sec. 2-1(c)	City seal and city logo:	
	First violation	\$250.00
	Second violation	\$500.00
Sec. 2-453	City authorization required for use of rights-of-way	\$250.00
Sec. 2-453	Placement and maintenance of communications facilities	\$250.00
Chapter 2, Article X	Lobbyist Registration Requirements	\$500.00
Sec. 2-541	Permit required for special events	\$250.00
Sec. 6-32	Alcoholic Beverage Establishments Sales Hours	\$500.00
Sec. 6-33	Alcoholic Beverage Establishments Noise	\$500.00
Sec. 6-35(a)	Private Clubs Hours of Operation	\$500.00
Chapter 10	Animals	\$250.00
Sec. 14-2	Holiday displays on city property	\$250.00
Chapter 34, Article V	Florida Friendly Fertilizer Use	\$250.00
Sec. 46-4	Fishing from Bridges	\$100.00
Sec. 46-13	Trees, bushes and shrubs—Encroaching on public right-of-way	\$200.00
Sec. 46-14	Trees, bushes and shrubs—Encroaching on property of others	\$200.00
Sec. 46-26	Placement of Handbills	\$200.00
Sec. 46-27	Shopping Cart Removal	\$200.00
Sec. 46-31	Open Burning	\$500.00
Chapter 58	Solid Waste	\$200.00

Section	Description	Penalty
Sec. 62-27	Engineering and Utility Improvements	\$250.00
Chapter 70, Article IV	Water Conservation	\$200.00
Sec. 70-192	Engineering & Utility Improvements	\$250.00
Chapter 98	Land Development Regulations	\$250.00
Chapter 102	Signs <u>(except as otherwise provided in Section 2-377(b)(2)(b) of the City Code)</u>	\$200.00

(b) Any violation of the City Code enforced pursuant to the procedures set forth in this division that is not provided for above or elsewhere within this Division 3 shall be assessed a civil penalty of \$100.00.

Section 4. All Sections or parts of Sections of the Code of Ordinances, all ordinances or parts of ordinances, and all Resolutions, or parts of Resolutions, in conflict with this Ordinance are repealed to the extent of such conflict.

Section 5. The provisions of this Ordinance are declared to be severable, and, if any section, sentence, clause and/or phrase of this Ordinance is, for any reason, held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance, which shall remain in effect, it being the legislative intent that this Ordinance shall stand despite the invalidity of any part.

Section 6. It is the intention of the City Commission and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the City Code of the City of Deerfield Beach, and that the sections of this Ordinance may be renumbered to accomplish such intent.

Section 7. That this Ordinance shall take effect immediately upon adoption on second reading.

PASSED 1ST READING ON THIS ____ DAY OF _____, 2025.

PASSED 2ND READING ON THIS ____ DAY OF _____, 2025.

TODD DROSKY, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

DRAFT