



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

December 16, 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: November 18, 2025

ACKNOWLEDGEMENT OF CITY BOARD MINUTES

Education Advisory Board Meeting Minutes

Attachment: November 5, 2025

Community Appearance Board Meeting Minutes

Attachment: November 13, 2025

APPROVAL OF THE AGENDA

December 16, 2025

ZOOM INFORMATION

Join Zoom Meeting by clicking the below link:

<https://deerfield-beach.zoom.us/j/85839119977?pwd=eMSngxQcO9oNlz9pS7w4PdNDvz4bmC.1>

Join Zoom Meeting via telephone by dialing:

Call-in Number: (305) 224-1968

Meeting ID: 858 3911 9977#

Participant ID: #

Passcode: 297576#

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 Appreciation presented to Oliver "Congo" Crisostomo Sanchez for the installation of the mural at the Leo Robb Gymnasium.**

Sponsor: Department of Planning & Development Services

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

Sponsor: BSO - Law Enforcement

PUBLIC HEARINGS

3. **P.H. 2026-005: Resolution 2025/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Deerfield Beach Affordable Housing Advisory Committee Incentive Report for Fiscal Year 2024-2025; authorizing submission of the Incentive Report to the Florida Housing Coalition and the Florida Housing Finance Corporation; providing for implementation and an effective date.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Community Services

Attachment: AHAC Incentive Report

- 4. P.H. 2025-011: Resolution 2025/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the 2024-2025 Consolidated Annual Performance and Evaluation Report ("CAPER") for the United States Department of Housing and Urban Development ("HUD") Programs; authorizing submission of the CAPER to HUD; providing for implementation and an effective date.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Community Services

Attachment: 2024-2025 CAPER

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

- 5. Resolution 2025/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, reappointing Jamekia Ricks as a commissioner of the Deerfield Beach Housing Authority; providing for an effective date.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Mayor Drosky

Attachment: DBHA Reappointment

6. **Resolution 2025/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, removing Hans Bodewig from the Charter Review Board and appointing Tania Heck as a regular member and James Cahn as an alternate member to the Charter Review Board; providing for conflicts and an effective date.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Commissioner Plaut

Attachment: Charter Review Board Appointments

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

7. **Resolution 2025/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an Enterprise Master Services Agreement with Comcast Cable Communications Management, LLC and its operating affiliates ("Comcast") for a five-year term to provide metro Ethernet fiber services, and a sales order contract with Comcast for a three-year term in an estimated annual amount of \$144,400.00, for a total three-year aggregate estimated amount of \$432,000.00; authorizing execution of the Master Service Agreement and Sales Order Contract; waiving the requirements for competitive solicitations set forth in Section 38-116 of the Procurement Code; providing for implementation and an effective date. (*Funds from Account #100-100-160-1600-000-51600-503616 - General Fund/Network Communications Services*)**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Information Technology

Attachment: Comcast Cable Communications Management, LLC

8. **Resolution 2025/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the ranking and award of Request for Proposal No. 25-039 for emergency project management services to Tetra Tech, Inc.; authorizing execution of an agreement with Tetra Tech, Inc., the top ranked responsive and responsible proposer, for**

a three-year term with two additional one-year renewal terms; providing for implementation and an effective date. (*Funds from Account #100-200-210-2100-000-52100-503263 - Emergency Management Services*)

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: Tetra Tech, Inc.

- 9. Resolution 2025/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the special event permit application submitted by Achieve University, Inc. to host the All in for Florida Vipers by Achieve Fundraiser event taking place at the Johnny L. Tigner Community Center on January 17, 2026, from 6:00 pm to 10:00 pm; providing for an effective date.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Parks & Recreation

Attachment: Achieve University, Inc.

- 10. Resolution 2025/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the special event permit application submitted by the Kiwanis Club of Deerfield Beach-West, Inc. to host a "Prayer Breakfast" special event taking place at the Johnny L. Tigner Community Center on January 17, 2026, from 9:00 am to 11:00 am; providing for an effective date.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Parks & Recreation

Attachment: Kiwanis Club of Deerfield Beach-West, Inc.

- 11. Resolution 2025/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, adopting the City's 2026 State Legislative Agenda; providing for transmittal, 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: 2026 Legislative Agenda

- 12. Resolution 2025/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the ranking and award of Request for Qualifications #25-023 for general contractors for federal and state funded housing community development programs to the 11 responsive and responsible contractors to the RFQ; authorizing execution of contracts with all 11 contractors on an as needed basis for two year terms; and providing for an effective date.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Community Services

Attachment: Housing Community Development Programs

- 13. Resolution 2025/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving Master Contract #JM026-06-2028 with the Areawide Council on Aging of Broward County, Inc. for program services at the Braithwaite Center for Active Aging; authorizing execution of the Agreement; providing an effective date.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Community Services

Attachment: Areawide Council on Aging of Broward County, Inc.

- 14. Resolution 2025/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the purchase of a modular building and related improvements and installation services for ocean rescue facilities from Advanced Modular Structures, Inc. in an amount not to exceed \$396,635.00, inclusive of a 15% contingency; waiving the requirements for competitive solicitations set forth in Section 38-116 of the Procurement Code; authorizing execution of a purchase agreement; providing for implementation and an effective date. (*Funds from Account #399-200-210-2900-000-52900-506530 - General Capital Fund/CIP Infrastructure*)**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Environmental Services

Attachment: Advanced Modular Structures, Inc.

- 15. Resolution 2025/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the issuance of a purchase order to Madsen/Barr Corporation for installation of eight fire hydrants and related services in the amount of \$97,200.00, utilizing the terms of the City of Boca Raton's RFP No. 2022-020 and contract; providing for execution and an effective date. (*Funds from Account #401-300-360-3603-000-53600-506031 - Utilities Maintenance/Improvements Other than Buildings*)**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Environmental Services

Attachment: Madsen/Barr Corporation

- 16. Resolution 2025/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the award of ITB #25-040 for the supply of cartridge filters for the nano and reverse osmosis treatment processes on an as needed basis to Harrington Industrial Plastics, LLC, as the primary contractor, and Core & Main, LP, as the secondary contractor in an annual aggregate estimated amount of \$65,000.00; authorizing execution of contracts with each of the two lowest priced responsive and responsible bidders for three-year terms with two additional one-year renewal options; and providing an effective date. (*Funds from Account #401-300-360-3602-000-53600-503525 - Materials to Maintain Equipment*)**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Environmental Services

Attachment: Harrington Industrial Plastics, LLP and Core & Main, LP

- 17. Resolution 2025/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving and authorizing execution of an amendment to the Traffic Signal and Indemnity and Hold Harmless Agreement with JM Family Automotive, LLC, f/k/a JM Family Enterprises, Inc., to replace the traffic control signals at the crosswalk of Jim Moran Boulevard with a high-intensity activated crosswalk signal; providing for implementation**

and an effective date.

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Environmental Services

Attachment: JM Family Enterprises, Inc.

DEPARTMENTAL BUSINESS

18. Update regarding public safety services.

Sponsor: Office of Public Safety

COMMENTS BY ADMINISTRATION & LEGAL

COMMENTS BY MAYOR & CITY COMMISSION

ADJOURNMENT

FUTURE CITY COMMISSION MEETINGS

Regular City Commission Meeting - Tuesday, January 6, 2026

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, November 18, 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 - October 21, 2025

MOTION was made by Commissioner Plaut, seconded by Vice Mayor Preston 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

Affordable Housing Advisory Board Meeting Minutes - August 5, 2025
Code Compliance Meeting Minutes - October 7, 2025
Community Appearance Board Meeting Minutes - October 8, 2025

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

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

APPROVAL OF CITY COMMISSION AGENDA

November 18, 2025

APPROVAL OF CITY COMMISSION AGENDA - CONTINUED

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

Eric Power, Deputy City Manager, provided a brief update on the status of the SE 8th Avenue flooding event.

AWARDS & RECOGNITION**1. Certificate of Recognition presented to various city staff for their outstanding leadership and exceptional dedication to the City.**

Vice Mayor Preston recognized various city staff for their outstanding leadership and exceptional dedication to the City. Thereafter, he presented a certificate to each.

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

Captain Hofstein, BSO District X, recognized various law enforcement staff for their ongoing efforts with keeping the community safe.

PUBLIC COMMENT

Demetrious Xenakis, 1200 SE 15th Avenue, Deerfield Beach, expressed concerns with HB 3095, which directs the US Postal Service to designate unique zip codes for certain communities.

Bernie Parness, 3074 Harwood F, Deerfield Beach, commented on police and fire rescue services negotiations. Thereafter, he said all information must be obtained prior to the Commission making a decision.

Donna Capobianco, 2157 Cambridge G, Deerfield Beach, spoke in support of staying with the Broward Sheriff's Office (BSO).

Demetrius Givens, 1150 SW 7th Avenue, Deerfield Beach, said he supports this city and whatever decision is made. Thereafter, he commented on the importance of bringing the community together.

April Bolowich, 899 NE 4th Street, Deerfield Beach, thanked individuals from American Legion Post 287 & 162 for their sand bag donations. Thereafter, she thanked Commissioners Hudak and Shanetzky for their efforts. Lastly, she said the drainage issues must be corrected prior to bringing police and fire services in-house.

Glenn Lochrie, 1316 SE 5th Court, Deerfield Beach, commented on the execution of the public safety workshops.

Tom Caputi, 405 SW Natura Avenue, Deerfield Beach, expressed concerns with potholes near BrandsMart, across from Tivoli, and Hillsboro and Natura. Additionally, he expressed concerns with the removal of the trees for the new development at 700 W. Hillsboro Blvd.

Gloria Battle, 1240 SW 6th Way, Deerfield Beach, expressed concerns with the public safety workshops. Further, she said additional parking is needed at Braithwaite.

Roger Freitag, 418 SE 2nd Street, Deerfield Beach, commented on the public safety workshops. Further, he suggested that the lights be turned off at city hall at night. Lastly, he expressed concerns with the food trucks at the Farmer's Market and asked what benefits the City receives from the League of Cities.

Caryl Berner, 3130 Cambridge F, Deerfield Beach, commented on a movie she saw at the Paragon Theaters.

PUBLIC COMMENT - CONTINUED

Thomas Noland, 406 SE 8th Avenue, Deerfield Beach, stated that residents should have some sort of platform or forum, i.e. SeeClickFix, to express their concerns.

Dan Herz, 330 SE 19th Avenue, Deerfield Beach, commented on the ongoing police and fire rescue negotiations. Thereafter, he commented on the public safety workshops, as well as the flooding that occurred on SE 8th Avenue.

Joseph Cummings, 267 Oakridge P, Deerfield Beach, commented on the public safety workshops. Thereafter, he commented on the private event that occurred at the Wyndham, and asked if the City will be charged for the uniformed deputies.

Gwyndolen Clarke-Reed, 1430 SW 6th Way, Deerfield Beach, commented on the public safety workshops. Further, she stated that all of the information needs to be distributed to the public, so the public has an opportunity to ask questions.

Howard Noland, 325 SE 3rd Terrace, Deerfield Beach, commented on the police and fire contracts and delivery of service throughout the years. Thereafter, he commented on the public safety workshops.

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.**

The Resolution was read by title only.

Commissioner Plaut provided a brief overview of Ms. Swaffar's background and credentials.

Commissioner Shanetzky spoke in opposition to the appointment, as each district should be equally represented.

In response to Commissioner Hudak's question, Anthony Soroka, City Attorney, replied that there is nothing that states the individual must live within the district.

Commissioner Plaut stated that his alternate resides in District 4.

Mayor Drosky opened the public hearing.

The below individuals spoke in opposition to the appointment:

Roger Freitag, 418 SE 2nd Street, Deerfield Beach.

Dan Herz, 330 SE 19th Avenue, Deerfield Beach.

Dean Kallan, 3250 SW 2nd Court, Deerfield Beach.

Darlene Swaffar, 621 Siesta Key Circle, Deerfield Beach, provided a brief overview of her background and credentials. Thereafter, she requested that the Commission approve the appointment, as she wants to help serve her community.

Gwyndolen Clarke-Reed, 1430 SW 6th Way, Deerfield Beach, spoke in opposition to the appointment.

Mayor Drosky closed the public hearing.

Commissioner Shanetzky continued to express concerns with the appointment, whereas, each district should be equally represented.

Vice Mayor Preston expressed concerns with Commissioner Plaut not appointing his alternate to the regular seat.

CONSENT - BOARD APPOINTMENTS - CONTINUED

Commissioner Hudak stated that although he trusts Commissioner Plaut's choices and understands that Ms. Swaffar is qualified, he agreed that each district should be equally represented.

Mayor Drosky stated that he will support the appointment, as he trusts Commissioner Plaut's judgement and there is no district requirement.

In response to Vice Mayor's Preston's question, Commissioner Plaut replied that he felt Ms. Swaffar had more board experience than his alternate. Although, he understands that the regular members vote, he believes that the regular and alternate members are equal.

In response to Commissioner Shanetzky's question, Mr. Soroka said there is not a deadline for the completion of work by the Charter Review Board; however, the terms are for one year, with the Commission having the ability to extend them for six months.

Mayor Drosky passed the gavel and seconded the motion.

MOTION was made by Commissioner Plaut, seconded by Mayor Drosky, to approve Item 3, adopted Resolution 2025/195. Roll Call:

Yeas: 2 - Commissioner Plaut & Mayor Drosky

Nays: 3 - Commissioner Hudak, Commissioner Shanetzky, and Vice Mayor Preston

The motion failed, 2-3.

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

Commissioner Shanetzky commented on Items 5, 7, 8, 9, and 10.

Mayor Drosky opened the public hearing on Items 4 - 10.

Roger Freitag, 418 SE 2nd Street, Deerfield Beach, commented on Item 6.

Glenn Lochrie, 1316 SE 5th Court, Deerfield Beach, spoke in support of Item 7.

Dan Herz, 330 SE 19th Avenue, Deerfield Beach, commented on Item 7.

Katy Freitag, 418 SE 2nd Street, Deerfield Beach, provided a brief explanation of consent agenda items.

Jonathan Ounjian, 1938 NE 6th Street, Deerfield Beach, expressed concerns with elected officials asking questions they already know the answer to, and not asking questions about how the money is being spent.

T.J. Eagen, 1372 SE 5th Street, Deerfield Beach, commented on Item 7.

Joe Cummings, 267 Oakridge P, Deerfield Beach, commented on Item 7.

Mayor Drosky closed the public hearing.

MOTION was made by Commissioner Hudak, seconded by Vice Mayor Preston, to approve Items 4 - 10 in concert. Roll Call:

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

Nays: 0

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS - CONTINUED

4. **Resolution 2025/196 - 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*)**
5. **Resolution 2025/197 - 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*)**
6. **Resolution 2025/198 - 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*)**
7. **Resolution 2025/199 - 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*)**
8. **Resolution 2025/200 - 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*)**
9. **Resolution 2025/201 - 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.**
10. **Resolution 2025/202 - 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*)**

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.**

Anthony Soroka, City Attorney, explained that the Charter Review Board would like to bring in the Urban Land Institute (ULI) to assist with the review of Article XI.

Mayor Drosky opened the public hearing.

DEPARTMENTAL BUSINESS - CONTINUED

Tinka Ellington, 1517 SE 6th Street, Deerfield Beach, spoke in support of Item 11.

Terry Scott, 180 SW 3rd Avenue, Deerfield Beach, requested that other companies be researched, prior to entering into this contract.

Roger Freitag, 418 SE 2nd Street, Deerfield Beach, agreed with Mr. Scott; nonetheless, if the Commission decides to move forward, he hopes the public is able to be involved throughout the process.

Dan Herz, 330 SE 19th Avenue, Deerfield Beach, spoke in support of Item 11.

Peggy Noland, 325 SE 3rd Terrace, Deerfield Beach, spoke in support of Item 11.

Gwyndolen Clarke-Reed, 1430 SW 6th Way, Deerfield Beach, asked if consultants will be needed for other sections of the Charter.

Jonathan Ounjian, 1938 NE 6th Street, Deerfield Beach, spoke in support Item 11.

Katy Freitag, 418 SE 2nd Street, Deerfield Beach, spoke in support of good development, and the five-story cap on the island.

Mayor Drosky closed the public hearing.

Commissioner Shanetzky spoke in opposition to giving the Charter Review Board \$25,000, whereas, this commission should be deciding on how taxpayer dollars are spent. Thereafter, he commented on the previous use of the ULI, as well as conversations he's had with other cities who recently changed their charter. Lastly, he recommended that the funds be used to hire a consultant to assess the condition of the City's deteriorated police and fire stations.

Commissioner Hudak spoke in support of the ULI, as he wants the Board to be as informed as possible when making recommendations to this commission.

Vice Mayor Preston stated that although the concerns regarding costs are valid, he agreed that the Board should be as informed as possible. Additionally, the ULI will ensure that the process is thorough; therefore, he spoke in support of the ULI. Lastly, he spoke in opposition to an RFP.

Mayor Drosky said when taxpayer dollars are spent, the Commission has an obligation to question the expense and determine whether the cost benefit analysis is beneficial. Thereafter, he commented on the previous use of the ULI. Further, he commended the Charter Review Board for their recommendation.

Commissioner Plaut spoke in support of the ULI.

MOTION was made by Commissioner Plaut, seconded by Commissioner Hudak, to direct the City Manager to execute a contract with the ULI. 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 - None.

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.

The Ordinance was read by title only.

Commissioner Shanetzky temporarily left the meeting at 10:02 p.m. and returned at 10:04 p.m.

Anthony Soroka, City Attorney, provided a brief overview of the Item.

Mayor Drosky stated that Code Compliance collects between 1,000 and 1,500 snipe signs each week, many of which are neither from nor for the City of Deerfield Beach; therefore, this will allow the City to institute the civil citation process.

In response to Commissioner Hudak's question, Mr. Soroka replied that these are for signs located within the public rights-of-way. Further, if someone receives three violations, the fourth will be in the form of a notice to appear in court. Thereafter, he outlined other violations that are prosecuted through the county court system.

Commissioner Plaut spoke in support of Item 12, as the signs are a nuisance.

Vice Mayor Preston expressed concerns with the use of signage by the churches, whereby, he does not want them to have issues.

In response to Commissioner Shanetzky's question, Mr. Soroka replied that placing any signage in prohibited areas, i.e. public rights-of-way would be an issue.

Mayor Drosky opened the public hearing.

Roger Freitag, 418 SE 2nd Street, Deerfield Beach, commented on signage placed on vacant properties, whereby, election signage should be removed once the election concludes.

Gloria Battle, 1240 SW 6th Way, Deerfield Beach, spoke in support of Item 12.

Janice Fulmore-Tigner, 1090 SW 4th Terrace, Deerfield Beach, stated that she was unaware of the current laws in place. Thereafter, she commented on missing signage and not receiving any warning.

In response to Mayor Drosky's question, Mr. Soroka replied that this is directed toward public property of rights-of-way.

Glenn Lochrie, 1316 SE 5th Court, Deerfield Beach, suggested that one ticket be provided for the offense, whereas, the individual may be unaware of the offense.

Joe Cummings, 267 Oakridge P, Deerfield Beach, spoke in support of Item 12.

Thomas Noland, 406 SE 8th Avenue, Deerfield Beach, commented on the City's use of signage, which are left up longer than expected. Further, he asked where the monies from the fines will go, i.e. non-profit, removal of blight, etc.

Demetrios Xenakis, 1200 SE 15th Avenue, Deerfield Beach, stated that many people are unaware that the swales are considered public property. Further, he asked for leniency for churches. Lastly, he asked if this ordinance covers signage for open houses.

CITY COMMISSION BUSINESS - CONTINUED

Katy Freitag, 418 SE 2nd Street, Deerfield Beach, stated that permits can be obtained for sign placement. Further, she commented on city event signage being removed by code compliance.

Mayor Drosky closed the public hearing.

Vice Mayor Preston stated that this must be written in a way that targets outside individuals who are breaking the rules, whereby, he does not want the residents to be negatively impacted.

Commissioner Hudak agreed with using the fines toward a non-profit, i.e. Packer Rattlers, or to remove blight.

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

Mr. Soroka stated that the ordinance did not change any of the underlying regulations, whereby, an additional enforcement tool was added.

Rodney Brimlow, City Manager, stated that half of the fine for code violations goes into the target area trust fund.

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

National League of Cities - Commissioner Hudak commented on the upcoming event.

Farmer's Market - Commissioner Hudak said he's received complaints from surrounding businesses within the Cove, and asked the City Manager and Director of Economic Development to look into solutions.

Public Safety Workshops - Commissioner Hudak commented on inaccurate information made by another commissioner during the workshops. Thereafter, he expressed the importance of providing factual information to the community.

COMMISSIONER SHANETZKY**DISTRICT 3**

Century Village - In response to Commissioner Shanetzky's question, Eric Power, Deputy City Manager, replied that he is unsure of the current status of the Century Village main gate; nonetheless, he can reach out to the contractor tomorrow and request a timeline. Thereafter, he thanked Master Management for providing bus services.

Crystal Lake - Commissioner Shanetzky thanked city staff for the installation of a sidewalk on Green Road from NW 18th Avenue to NE 45th Avenue. Thereafter, he commented on additional work that will be done, i.e. installation of speed bumps. On December 8th, the Meadows of Crystal Lake will be hosting an HOA meeting.

Thank You - Commissioner Shanetzky thanked American Legion Post 162 & 287 for their donation of 325 sandbags to residents in District 1 that were affected by the flooding event. Thereafter, he thanked the Town of Hillsboro Beach for their sand donation

Feed the Streets Event - Commissioner Shanetzky said the American Legion Post 287 will be hosting an event on November 22nd.

COMMENTS BY MAYOR & CITY COMMISSION - CONTINUED

Composting Center - Commissioner Shanetzky stated that he received a complaint regarding the area, and asked that it be cleaned up.

Commissioner Plaut stated that he received the same complaint, which was immediately remedied by staff.

CERT Program - Commissioner Shanetzky recommended establishing this program to assist in future catastrophes.

COMMISSIONER PLAUT**DISTRICT 4**

Events - Commissioner Plaut commented on the Veteran's Day event. Thereafter, he commented on an event he attended at Nova Southeastern University. Lastly, he commented on the upcoming National League of Cities event.

VICE MAYOR PRESTON**DISTRICT 2**

Public Safety Workshops - Vice Mayor Preston said this commission wanted to attend those workshops, but the City Manager asked that we not attend, as he did not want anyone violating the Sunshine Law. Additionally, he wanted the community to feel comfortable and assured that their comments would not be diminished or influenced by the Commission's presence. Lastly, he said there has not been a decision made regarding police and fire services, regardless of what the media outlets are saying.

Happy Thanksgiving - Vice Mayor Preston wished everyone a great holiday. Further, he said many people are hungry, and if you can, support those in need.

MAYOR DROSKY

Public Safety Workshops - Mayor Drosky reiterated that this commission was advised to not attend the workshops, so the community felt comfortable and confident in providing their input. Further, he said once the data is received, everyone will have the opportunity to ask questions.

Happy Thanksgiving - Mayor Drosky said regardless of our differences, we have a lot to be grateful and thankful for, which should be shared with others. Thereafter, he wished everyone a great holiday.

ADJOURNMENT

There was no additional business to discuss.

MOTION was made by Commissioner Plaut, seconded by Vice Mayor Preston, to adjourn the meeting at 11:12 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

Education Advisory Board (EAB)
Meeting Minutes
Wednesday, November 5, 2025
5:30 pm
Hillsboro Community Center

Call to Order and Roll Call

Chair Lubin called the meeting to order at 5:39 pm.

Members Present: Vice Chair, Janice Fulmore–Tigner, District 2
Dottie Plaut, Mayor
Barbara Gerson, District 3

Also Present: Jonathan Salas, City of Deerfield Beach
Vennillia Wyatt, City of Deerfield Beach

Approval of Minutes

MOTION was made by Ms. Plaut and seconded by Ms. Gerson to approve the September 3, 2025, meeting minutes. The MOTION was carried unanimously.

Presentation

Kelvin Walker, City of Deerfield Beach, Parks & Recreation Manager 1

- Adult Education GED Program for our community.
- Adult Education ESOL Program for our community.
- Saturday Enrichment Camp for 3rd – 8th Graders.

Ms. Fulmore-Tigner opened up the floor for public comment.

Ms. Fulmore–Tigner asked Mr. Walker if he had another way for the elderly or e-literate in our community to sign up for the GED program. She also asked if there is a possibility to bring back the Expungement Program, the Florida Licensing on Wheels Program (FLOW), and the Property Appraiser.

Mr. Salas stated that the Community Services Department has had the Florida Licensing on Wheels Program (FLOW) at the Senior Center two times this year. Mr. Salas advised that he would like to offer this to the community quarterly.

Kim Cardone, a city resident, advises that she worked at the Property Appraiser's Office, and they go to the Century Village, City Hall, and Senior Center on a regular basis.

Denise Bogner, a city resident, asked if the flyers can be emailed to her and if they are made in other languages.

Board Discussion

A. Housekeeping

Mr. Salas stated that he would like to remind the board of housekeeping reminders.

- EAB meets every first Wednesday of the month at 5:30 pm.
- EAB is established to assist the schools.
- It's important for EAB members to stay in touch with their Commissioner or Mayor who appointed them.
- If they know of any person or organization that will benefit the schools, and if they would like to invite them to present at any EAB meeting, to let them know.

B. School Assignments

Mr. Salas advised on the current school assignments.

He would like to wait until the board is fully in attendance to assign schools.

C. High School Scholarship

Mr. Salas asked the board to review the High School Scholarship Application that was in their packets. He asked the board to review the application and advise if there are any revisions.

MOTION was made by Ms. Plaut and seconded by Gerson to approve the High School Scholarship Application as is and roll out the application on December 1, 2025, and a cutoff date of January 30, 2026. The MOTION was carried unanimously.

D. Tutoring Opportunities

Mr. Salas advised the board of the opportunity for them to participate as a volunteer for our area's schools when they attend Junior Achievement.

E. EAB Initiatives

Mr. Lubin advised that the board will be on summer break from June – August and will resume in September.

F. Poster Contest

Mr. Salas advised the board that Parks & Recreation stated that Juneteenth and Pioneer Day would be the two events for which a student can design a poster, and the winner's poster can be featured on our shirts.

G. Incentives for Teachers at Deerfield Beach Schools

Mr. Salas asked the board if they could find ways to provide incentives for our local school teachers.

Staff Updates

Mr. Salas informed the board of the updates below.

- Principals Quarterly Roundtable Meeting will be held at Tigner Community Center on Monday, December 8, 2025, at 9 am.
- Super Readers was on October 24, 2025.
- Government Week, staff presented at Deerfield Middle School and High School.
- Walk, Bike, and Roll to School Day was on October 8, 2025.
- Fall Festival on October 11, 2025.

Board Updates

Ms. Fulmore-Tigner stated she was looking forward to introducing herself to the schools and working with them. She is working with First Lady Mrs. Linda Knowles to find ways to help students with math and writing in cursive.

Ms. Plaut advised that she went to several events around the City, and there were a lot of students in attendance.

Comments from the Public

Ms. Fulmore-Tigner opened the floor for public comment.

Kim Cardone, a city resident, advised that the Deerfield Beach Historical Society will have a Menorah display from November 20 - 27, 2025. Old Time Gospel Musical will be on November 29, 2025.

Raihana Ali, a city resident, Nina's Place is getting really popular with the community due to food insecurities. Senior Hour is from 9 am to 10 am, but they have to register.

Denise Bogner, a city resident, registers 13 new families every Saturday at Nina's Place and assembles packages for 2-3 homeless individuals each week.

Adjournment

MOTION was made by Dotty Plaut and seconded by Barbara Gerson to adjourn the meeting at 6:49 pm. The motion was CARRIED unanimously.

Minutes approved  Date 12-3-2025

**COMMUNITY APPEARANCE BOARD
MEETING MINUTES
CITY OF DEERFIELD BEACH, FLORIDA
November 13, 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
Scott Mulheron
Janelle Richards, Vice Chair, Alternate
Joseph Cummings, Chair

Also Present: Emily Cortez, Planner I
Anthony Soroka, City Attorney
Samantha Charlemont, Assistant City Clerk

Absent: Jason Leet

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. Mulheron made a motion, seconded by Mr. Hugentugler to approve the October 8, 2025 meeting minutes. The motion CARRIED by unanimous vote.

Vice Chair Richards made a motion, seconded by Mr. Hugentugler to approve the October 22, 2025 meeting minutes. The motion CARRIED by unanimous vote.

NEW & DEFERRED ITEMS

**#7222 1540 NW 45th Street Reroof
 1540 NW 45th Street
 Reroof**

Emily Cortez, Planner I, displayed plans and images submitted by the applicant.

Tony Rosas, representing the applicant, explained that the proposed changes include removing the existing clay tile roof and installing a concrete tile roof, Sierra Madre color.

In response to Chair Cummings' question, Mr. Rosas replied that the entirety of the roof is not being replaced.

Thereafter, there was a brief discussion regarding the number of units, roof color, and product approvals.

Ms. Fink made a motion, seconded by Mr. Mulheron to approve Item #7222 as submitted. The motion CARRIED by unanimous vote.

**#7223 Target Tesla EV Chargers
3599 W Hillsboro Boulevard
Minor Site Plan**

Emily Cortez, Planner I, displayed plans and images submitted by the applicant.

Miguel Yepes, representing the applicant, explained that the proposed changes include the installation of 24 Tesla Electric Vehicle (EV) charging stations.

Thereafter, there was a brief discussion regarding the location of the charging area, nearby Tesla charging stations, and the Tesla port becoming the nationwide standard.

Vice Chair Richards made a motion, seconded by Mr. Mulheron to approve Item #7223 as submitted. The motion CARRIED by unanimous vote.

**#7221 La Quinta
100 SW 12th Avenue
Minor Site Plan**

Emily Cortez, Planner I, displayed plans and images submitted by the applicant.

Mark Hunley, representing the applicant, explained that the proposed changes include adding a covered area over the port cochere, which is located on the front façade.

Thereafter, a discussion ensued regarding the building materials and the colors of the building on the renderings.

Ms. Fink made a motion, seconded by Mr. Hugentugler to approve Item #7221 with the stipulation to fix the color errors on the renderings to reflect the actual colors being painted. The motion CARRIED by unanimous vote.

Comments by Deerfield Beach City Attorney

None.

Comments by Deerfield Beach Planning and Development Services Department

Next Meeting – Emily Cortez, Planner I, said the next meeting will be held on November 25, 2025.

Mr. Mulheron made a motion, seconded by Vice Chair Richards to adjourn the meeting at 7:21 p.m. The motion CARRIED by unanimous vote.

Joseph Cummings, Chair
Community Appearance Board



Regular City Commission Meeting - December 16, 2025

DEERFIELD BEACH - YOU ARE HEREBY NOTIFIED that the **Regular City Commission** meeting will be held on **Tuesday, December 16, 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 December 16, 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 December 16, 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 December 16, 2025.
 - i. Use the following link below to access the meeting via Zoom:
<https://deerfield-beach.zoom.us/j/85839119977?pwd=eMSngxQcO9oNlz9pS7w4PdNDvz4bmC.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: 858 3911 9977#, Participant ID: #, Passcode: 297576#

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 December 16, 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. 2025-595

Agenda Date: 12/16/2025

Status: PUBLIC HEARINGS

In Control: City Commission

Title

P.H. 2026-005: Resolution 2025/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Deerfield Beach Affordable Housing Advisory Committee Incentive Report for Fiscal Year 2024-2025; authorizing submission of the Incentive Report to the Florida Housing Coalition and the Florida Housing Finance Corporation; providing for implementation and an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

In 1992, the William E. Sadowski Affordable Housing Act created a dedicated revenue source for the state and local housing trust funds to fund housing programs such as the State Housing Initiatives Partnership Program (SHIP), which provides funds to local governments as an incentive to create partnerships that produce and preserve affordable homeownership and multifamily housing. The SHIP program is administered by the Florida Housing Finance Corporation.

A SHIP jurisdiction is statutorily required to assemble an Affordable Housing Advisory Committee (AHAC). The key role of the AHAC is to prepare the AHAC Report and evaluate its implementation annually. The AHAC Report identifies incentive strategies and recommendations for adoption by the local government. The recommendations should seek to remove regulatory barriers that limit the development or preservation of affordable housing or drive up housing costs. The recommendations should also suggest policies that encourage the production of affordable housing. Recommendations by the Committee may include modifying or repealing existing policies, procedures, ordinances, regulations, or plan provisions; creating exceptions applicable to affordable housing; or adopting new policies, procedures, regulations, ordinances, or plan provisions.

The City of Deerfield Beach is a SHIP entitlement community, receiving an annual funding allocation from the State. In accordance with Section 420.9076, Florida Statutes, the City established an initial AHAC in 2008. Currently, the City's AHAC has eight members appointed by the City Commission.

Current Activity

The City AHAC held four public meetings in calendar year 2025. The AHAC reviewed, considered, and evaluated the following strategies provided in Section 420.9076 (4), Florida Statutes, and recommends the following:

Recommendation 1: Continued implementation by the City

- Expedited permitting for affordable housing projects;
- Ongoing review of policies, procedures, ordinances, regulations, or plan provisions that increase the cost of housing, prior to adoption; and
- Maintenance of a printed inventory of locally owned public lands suitable for affordable housing.

Recommendation 2: City Adoption and Inclusion in the Local Housing Assistance Plan

- The allowance of flexibility in densities for affordable housing;
- The allowance of flexible lot configurations, including zero-lot-line configurations for affordable housing; and
- The support of development near transportation hubs and major employment centers and mixed-use developments.

Recommendation 3: No action at this time

- The modification of impact-fee requirements, including reduction or waiver of fees and alternative methods of fee payment for affordable housing;
- The reservation of infrastructure capacity for housing for very low-income persons, low-income persons, and moderate-income persons;
- The allowance of affordable accessory residential units in residential zoning districts;
- The reduction of parking and setback requirements for affordable housing; and
- The modification of street requirements for affordable housing.

The AHAC Housing Incentive Strategies report with the aforementioned recommendations was approved by the Committee during their public meeting on November 3, 2025. In accordance with the statutory requirements, the AHAC submits the report to the Deerfield Beach City Commission for consideration of adoption. The report is due to the Florida Housing Coalition and Florida Housing Finance Corporation by December 31, 2025.

Recommendation

It is recommended that the City Commission approve the Fiscal Year 2024/2025 AHAC Housing Incentive Strategies Report, consider adoption of the recommended incentives, and authorize submittal of the Report to the Florida Housing Coalition and Florida Housing Finance Corporation.

RESOLUTION NO. 2025/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE DEERFIELD BEACH AFFORDABLE HOUSING ADVISORY COMMITTEE INCENTIVE REPORT FOR FISCAL YEAR 2024-2025; AUTHORIZING SUBMISSION OF THE INCENTIVE REPORT TO THE FLORIDA HOUSING COALITION AND THE FLORIDA HOUSING FINANCE CORPORATION; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, as a recipient of State Housing Initiatives Partnership Act (“SHIP”) funds, the City of Deerfield Beach (“City”) established the Affordable Housing Advisory Committee (“AHAC”) in 2008, as required by Section 420.9076, Florida Statutes; and

WHEREAS, the AHAC is responsible for reviewing policies, land development regulations, the Comprehensive Plan Policy, and other aspects of the City’s policies and procedures that affect the cost of housing in the City; and

WHEREAS, Section 420.9076, Florida Statutes, requires each advisory committee to submit an annual report to the local governing body and the Florida Housing Finance Corporation (the “FHFC”); and

WHEREAS, the annual report should include recommendations by the advisory committee on the implementation of affordable housing incentives in the 11 distinct areas set forth in Section 420.9076(4)(a)–(k), Florida Statutes; and

WHEREAS, at a public hearing held on November 3, 2025, the AHAC voted to recommend six of the 11 incentives, as outlined in the Incentive Report for Fiscal Year 2024-2025, attached as Exhibit “A” (the “Incentive Report”), to the City Commission for adoption and submission to the FHFC; and

WHEREAS, City staff recommends approval of the Incentive Report for Fiscal Year 2024-2025, attached as Exhibit “A,” and authorization to submit the Incentive to FHFC and Florida Housing Coalition; and

WHEREAS, upon approval, the recommended incentives will be incorporated into the City’s Local Housing Assistance Plan.

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 Incentive Report for Fiscal Year 2024-2025, attached as Exhibit “A.”

Section 3. The City Manager or designee is authorized to submit the Incentive Report to the FHFC and Florida Housing Coalition.

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

EXHIBIT A

City of Deerfield Beach
Affordable Housing Advisory Committee (AHAC)
Fiscal Year 2025 Affordable Housing Incentive Strategies Report
State Housing Initiative Partnership (SHIP) Program

DRAFT



Prepared By:

City of Deerfield Beach
Community Services Department

Approved By:

Affordable Housing Advisory Committee on November 3, 2025

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BACKGROUND

The William E. Sadowski Affordable Housing Act was signed into law on July 7, 1992, and later incorporated into Florida Statute (F.S.) 420.9076. The Sadowski Act created a dedicated revenue source for local governments allocating a portion of documentary stamp taxes on deeds to local governments for the development and maintenance of affordable housing. In addition, the Sadowski Act created the State Housing Initiatives Partnership Act (SHIP).

As a recipient of State Housing Initiatives Partnership funds, the City of Deerfield Beach established an Affordable Housing Advisory Committee (the “AHAC” or “Committee”) in 2008 as required by the Florida Statute Section 420.9076. The AHAC is responsible for reviewing and evaluating local plans, policies, procedures, land development regulations, the Comprehensive Plan, and other aspects of the City of Deerfield Beach_housing activities that impact the production of affordable housing. Further, the AHAC is specifically directed by the SHIP Statute to consider and evaluate the implementation of the incentives set out at Florida Statutes, Sec. 420.9076 (4)(a)-(k).

Based on their evaluation, the Committee may recommend to include the modification or repeal of existing policies, procedures, ordinances, regulations, or plan provisions; the creation of exceptions applicable to affordable housing; or the adoption of new policies, procedures, regulations, ordinances, or plan provisions, including recommendations to amend the local government comprehensive plan and corresponding regulations, ordinances, and other policies. If approved by the City of Deerfield Beach Commission, the recommendations are used to amend the Local Housing Assistance Plan, the local Comprehensive Plan, land development regulations, and other policies affecting affordable housing.

COMMITTEE COMPOSITION

The City of Deerfield Beach Commission appointed and/or re-appointed members to the Committee in September 2024 and October 2025. Florida Statutes, Sec. 420.9076(2) lists the categories from which committee members must be selected. Each AHAC must have a locally elected official from the county or municipality participating in the SHIP program. The locally elected official must be a city or County Commissioner. The elected official will count as a member of the AHAC for purposes of meeting the number of members requirements. There must be at least eight committee members, but not more than eleven, with representation from at least six of the following categories:

- a) A citizen who is actively engaged in the residential home building industry in connection with affordable housing.
- b) A citizen who is actively engaged in the banking or mortgage banking industry in connection with affordable housing.
- c) A citizen who is a representative of those areas of labor actively engaged in home building in

connection with affordable housing.

- d) A citizen who is actively engaged as an advocate for low-income persons in connection with affordable housing.
- e) A citizen who is actively engaged as a for-profit provider of affordable housing.
- f) A citizen who is actively engaged as a not-for-profit provider of affordable housing.
- g) A citizen who is actively engaged as a real estate professional in connection with affordable housing.
- h) A citizen who actively serves on the local planning agency pursuant to s. 163.3174. If the local planning agency is comprised of the governing board of the county or municipality, the governing board may appoint a designee who is knowledgeable in the local planning process.
- i) A citizen who resides within the jurisdiction of the local governing body making the appointments.
- j) A citizen who represents employers within the jurisdiction.
- k) A citizen who represents essential services personnel, as defined in the local housing assistance plan.

The appointed AHAC Committee members are included here, along with their category affiliation.

Name	Category Represented	Date Appointed / Reappointed
1 Ben Preston	Elected Official	September 9, 2024
2 Brian Bennett	Planning Board Member	September 9, 2024
3 Carolyn McNamara	Real Estate	September 9, 2024
4 Michael Marion	City Resident	September 9, 2024
5 Joseph Murray	Non-Profit Provider	September 9, 2024
6 Paula Cook	City Resident	September 9, 2024
7 Patricia O'Neil	City Resident	September 9, 2024
8 Takiyah Jenkins	Low-income Advocate	October 21, 2025

AFFORDABLE HOUSING RECOMMENDATIONS

The AHAC has reviewed local government plans, policies, and procedures; ordinances; regulations; statutes; and the comprehensive plan, among other documents applicable to affordable housing, for evaluation of their impacts on affordable housing. Further, the AHAC has specifically considered and evaluated the strategies set out at Florida Statutes, Sec. 420.9076 (4)(a)-(k). Based on this review and evaluation, the AHAC has formulated recommendations to the City of Deerfield Beach Commission that it incorporate into its housing strategy certain changes designed to encourage and facilitate the production of affordable housing.

The recommendations will be submitted to the City of Deerfield Beach Commission, Florida Housing Coalition and the Florida Housing Finance Corporation in the form of this report.

EXPEDITED PERMITTING

Meeting Synopsis:

Expedited permitting has been implemented in the City of Deerfield Beach. The Planning and Development Department - Building Division ensures that building permits related to affordable housing projects are expedited. Contractors participating in the City's affordable housing program receives a stamp or memo from the Community Services Department - Housing and Grants Division to submit with permitting applications to notify staff within the Building Division to expedite the review process. The processing time for expedited permitting is approximately 10- days.

Existing Strategy: Yes

AHAC Recommendation: Not Applicable

Schedule for Implementation: Already in place

PROCESS OF ONGOING REVIEW

Meeting Synopsis:

The City of Deerfield Beach reviews policies, procedures, ordinances, regulations, or plan revisions routinely to ensure there is no impact to affordable housing prior to adoption. The review process involves input from city staff, stakeholders, elected officials and the public.

Existing Strategy: Yes

AHAC Recommendation: Not Applicable

Schedule for Implementation: Already in place

PUBLIC LAND INVENTORY

Meeting Synopsis:

The City of Deerfield Beach maintains a public land inventory of affordable housing in accordance with Florida Statute 166.0451. This was updated in May 2025.

Existing Strategy: Yes

AHAC Recommendation: Not Applicable

Schedule for Implementation: Already in place

FEE WAIVERS FOR AFFORDABLE HOUSING

Meeting Synopsis:

Florida statutes prohibit a full waiver of building fees. The City of Deerfield Beach Land Development Code includes the establishment and collection of impact fees on new development. Impact fees help facilitate growth caused by new construction.

Existing Strategy: No

AHAC Recommendation: Not Recommended for inclusion

Schedule for Implementation: Not Applicable

FLEXIBLE DENSITIES

Meeting Synopsis:

The City of Deerfield Beach Land Development Code allows for consideration to increase the maximum allowed density on a site through the application of Reserve Units or Flexibility Units. The City's Planning and Zoning Board have received requests for flexibility in density consideration, specifically for affordable housing projects.

Existing Strategy: Yes

AHAC Recommendation: Not Applicable

Schedule for Implementation: The City of Deerfield Beach considers increasing flexible density on a per application basis. This strategy is adopted into the City's Comprehensive Plan.

RESERVATION OF INFRASTRUCTURE CAPACITY

Meeting Synopsis:

The City of Deerfield Beach Land Development Code does not include a provision related to reserving infrastructure capacity for housing for very-low-income persons, low-income persons, and moderate-income persons. The City is not permitted to reserve infrastructure capacity, this is for unincorporated or rural parts of the State.

Existing Strategy: No

AHAC Recommendation: Not recommended for inclusion

Schedule for Implementation: Not Applicable

AFFORDABLE ACCESSORY RESIDENTIAL UNITS

Meeting Synopsis:

The City of Deerfield Beach Land Development Code does not currently allow for Accessory Dwelling Units. The State of Florida is currently reviewing this item, and it is recommended that the city waits for any change forthcoming by the State

Existing Strategy: No

AHAC Recommendation: Not recommended for inclusion

Schedule for Implementation: Not Applicable.

PARKING AND SETBACK REQUIREMENTS

Meeting Synopsis:

The City of Deerfield Beach Land Development Code allows for flexibility in parking and setback requirements within Planned Unit Development districts.

Existing Strategy: No

AHAC Recommendation: Not recommended for inclusion

Schedule for Implementation: Not Applicable

FLEXIBLE LOT CONFIGURATIONS

Meeting Synopsis:

The City of Deerfield Beach Land Development Code includes provisions for flexible lot configuration within Planned Unit Development and Transit Oriented Development districts which benefits affordable housing development.

Existing Strategy: Yes

AHAC Recommendation: Not Applicable

Schedule for Implementation: Adopted into the City's Comprehensive Plan

MODIFICATION OF STREET REQUIREMENTS

Meeting Synopsis:

The City of Deerfield Beach Land Development Code Lot regulation requirements does not include a direct provision for affordable housing. However, modifications are considered within Planned Unit Development districts.

Existing Strategy: No

AHAC Recommendation: Not recommended for inclusion

Schedule for Implementation: Not Applicable

SUPPORT OF DEVELOPMENT NEAR TRANSPORTATION HUBS

Meeting Synopsis:

The City of Deerfield Beach Land Development Code includes Transit Oriented Development which provides for innovations in mixed use development which is transit supportive. The code also includes establishment of the Local Activity Center which shall include 'Affordable housing opportunities favoring urban development patterns characterized by reduced lot sizes and vertical integration of residential units with nonresidential uses.'

Existing Strategy: Yes

AHAC Recommendation: Not Applicable

Schedule for Implementation: Adopted into the City's Comprehensive Plan.



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2025-594

Agenda Date: 12/16/2025

Status: PUBLIC HEARINGS

In Control: City Commission

Title

P.H. 2025-011: Resolution 2025/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the 2024-2025 Consolidated Annual Performance and Evaluation Report ("CAPER") for the United States Department of Housing and Urban Development ("HUD") Programs; authorizing submission of the CAPER to HUD; providing for implementation and an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

As a recipient of CDBG entitlement formula federal funds from the Department of Housing and Urban Development (HUD), the City is required to submit a Consolidated Annual Performance Evaluation Report (CAPER) to HUD within 90 days after the end of the fiscal year. The CAPER describes the activities undertaken during the fiscal year beginning October 1, 2024, and ending September 30, 2025. This includes information on the City's Community Services Programs, the resources made available to administer the Programs, and where and how these resources were invested.

Current Activity

The CAPER outlines the City's performance relative to the expenditure of Community Development Block Grant (CDBG) program funds to accomplish the goals stated in the fiscal year 2025-2029, Consolidated Plan, and fiscal year 2024-2025 Annual Action Plan.

In accordance with the City's approved Citizen Participation Plan, the CAPER was advertised for a 15-day public comment period, commencing December 1, 2025, and ending December 15, 2025. A public hearing will be held at the commission meeting on December 16, 2025, prior to the approval of the item.

Recommendation

Community Services staff recommends Commission approval of the fiscal year 2024-2025 CAPER, authorization to execute the necessary documents, and authorizing staff to transmit the Plan with the supporting Resolution to the U.S. Department of Housing and Urban Development (HUD) — designated Field Office for approval.

RESOLUTION NO. 2025/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE 2024-2025 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (“CAPER”) FOR THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (“HUD”) PROGRAMS; AUTHORIZING SUBMISSION OF THE CAPER TO HUD; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, as a recipient of Community Development Block Grant (“CDBG”) funds, the City of Deerfield Beach (“City”) is required to submit a Consolidated Annual Performance and Evaluation Report (“CAPER”) to HUD within 90 days after the end of the fiscal year; and

WHEREAS, the CAPER must include information regarding the City’s Community Development Programs, the resources made available to administer the programs, and where and how these resources were invested; and

WHEREAS, City staff prepared the CAPER describing the required information for the period beginning October 1, 2024 and ending September 30, 2025 (“Fiscal Year 2025”); and

WHEREAS, City staff recommends approval of the CAPER, attached as Exhibit “A,” and authorization to submit the CAPER to HUD.

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 CAPER for Fiscal Year 2025, attached as Exhibit “A.”

Section 3. The City Manager or designee is authorized to submit the CAPER to HUD, and all 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

**COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT
FISCAL YEAR 2024 -2025**



DRAFT

**Prepared by:
The City of Deerfield Beach Community Services Department**

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EXECUTIVE SUMMARY

The City of Deerfield Beach is a U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Program entitlement community grantee, receiving an annual grant award since Fiscal Year 2000 to provide decent housing, a suitable living environment, and expand economic opportunities, principally for low and moderate-income persons. The City is also a recipient of an annual grant award through HUD's Home Investment Partnership Program, as a member of the Broward County HOME Consortium, and an annual allocation from the Florida State Housing Initiatives Partnership (SHIP) Program to create and preserve affordable housing.

As a recipient of CDBG funds, the City is mandated by HUD to prepare and submit three plans (Consolidated Plan, Annual Action Plan, and the Consolidated Annual Performance And Evaluation Report [CAPER]) in accordance with citizen participation requirements. The **Consolidated Plan** identifies the City's affordable housing and community development needs and provides strategies to address the needs over a five-year period. Annually, the City prepares an **Action Plan** that outlines the City's CDBG housing and community development activities and funding sources for the program year in alignment with the Consolidated Plan. Within 90 days of the program year-end date, the City must prepare and submit a **Consolidated Annual Performance and Evaluation Report** (CAPER) to HUD. The CAPER is designed to report on accomplishments and progress toward the goals outlined in the Consolidated Plan and Annual Action Plan.

The Fiscal Year 2024-2025 CAPER provides an overview of the City's efforts and accomplishments in addressing housing and community development needs and priorities during the fifth program year of the Fiscal Year 2020 - 2024 Consolidated Plan and 2024-2025 Annual Action Plan. The report also references other public and private resources that have been leveraged to carry out identified activities and projects within the program year. Expended amount throughout the CAPER refers to actual costs incurred by the City and reimbursed by HUD, as reflected in the Integrated Disbursement Information System (IDIS).

Below is a summary of the accomplishments for each priority need from this 2024-2025 program year.

- The City assisted 11 low-and-moderate income households through the Homeowner Rehabilitation and Purchase Assistance Programs utilizing federal and state grant funding through CDBG, HOME and SHIP.
- In accordance with the citizen participation process, the City initiated the reallocation of \$77,754.50 of CDBG Program Years 2018 through 2021 allocation to fund citywide park improvements in low- and moderate-income neighborhoods. The reallocation was due to CDBG activities that were completed with remaining balances that enabled the City to assign the funding to an activity and close out the corresponding grant term in compliance with CDBG requirements
- In accordance with the citizen participation process, the City initiated the reallocation of \$426,482.05 in CDBG-CV funds to a public infrastructure project designed to install infill sidewalk segments throughout the City.

- The City expended \$271,992.37 (CDBG) in Phase 1 of the Asbestos Pipe Replacement Project to benefit predominately low-and-moderate income (LMI) neighborhoods throughout the City
- The City's Public Service programs/activities for its senior population have experienced an increase in activity and participation with over 292 seniors benefitting from the following programs: Senior Transportation, Health and Wellness, and Alzheimer's Adult Day Care operations.

CR-05 – Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

The City of Deerfield Beach has made progress in Program Year 2024 to accomplish the goals and objectives outlined in the Fiscal Year (FY) 2020-2024 Consolidated Plan and the FY 2024-2025 Action Plan. The priorities, activities, and assessment of the outcomes inclusive of programmatic goals and expenditures are outlined below.

Priority 1 – Increase Access to Affordable Housing

The City utilizes CBBG funds to support the preservation of affordable housing through the programs outlined below.

- **Homeowner Rehabilitation Program**

Assists eligible LMI households with funding for home repairs that correct code violations, address health and safety issues, eliminate unsafe and substandard living conditions, and improve accessibility for special needs and the elderly.

Outcome

- Assisted 10 households; funding breakdown: CDBG (0), HOME (1), and SHIP (10).
- Expenditures: \$680,000.00 (CDBG \$0.00 [due to the availability of other funding sources to support Housing Rehabilitation, CDBG funds were primarily used to support other programs and projects, as listed in both Strategic plan and the Action Plan, to benefit LMI residents])

- **Purchase Assistance Program**

Assists eligible LMI first-time homebuyers, as defined by HUD, with the purchase of an eligible existing or newly constructed home.

Outcome

- Assisted 1 household; funding breakdown: CDBG (0), HOME (1), and SHIP (0)

- Expenditures: \$70,000.00 (Due to the availability of other funding sources to support the Purchase Assistance program, CDBG funds were primarily used to support other programs and projects, as listed in both Strategic plan and the Action Plan, to benefit LMI residents).

Priority II – Provide for Infrastructure Improvements

The City has allocated funding for infrastructure improvements in predominantly LMI neighborhoods within City limits.

- **Sidewalk Improvements with COVID-19 project**

Construction and installation and installation of multiple sidewalk improvements in predominately low-and-moderate income (LMI) neighborhoods throughout the City to allow for walkability, accessibility, and connectivity in eligible low and moderate-income areas through sidewalk improvements, in compliance with ADA standards, including the following:

Outcome

- Sidewalk installation projects completed
- Expenditures: \$426,482.05
-

- **Sidewalk Improvements with CDBG project**

Construction and installation and installation of multiple sidewalk improvements in predominately low-and-moderate income (LMI) neighborhoods throughout the City to allow for walkability, accessibility, and connectivity in eligible low and moderate-income areas through sidewalk improvements, in compliance with ADA standards, including the following:

Outcome

- Sidewalk installation projects Ongoing
- Expenditures: \$120,000

- **Asbestos Pipe Replacement Project – Phase II - ongoing**

Implementation – (**Phase II**) is now underway. Design and planning phase for replacement of Asbestos Piping in low-to-moderate-income areas citywide is complete.

Outcome

- Planning Phase for the Asbestos Pipe replacement project has been completed; and implementation is currently underway.
- Expenditures: \$271,992.37 (CDBG)

Priority III – Increase Access to Public Services

CDBG funds are utilized to increase access to public services for the senior population through the implementation of the programs outlined below.

- **Senior Transportation Program**

Provides transportation services to persons 62 years and older in the community.

- **Outcome**

- Assisted 25 seniors. It must be noted, this number is reflective of the fact that the Senior Transportation Program had to be previously suspended during the program year due to lack of adequate capacity to carry out the program. The program was resumed during the latter part of the program year.

- Expenditures: \$25,706.88

- **Alzheimer's Adult Day Care**

Provides respite to caregivers and activities to individuals 62 years of age and older with dementia, Alzheimer's disease, and other related memory disorders.

- **Outcome**

Operations at the Alzheimer's Adult Day Care were previously suspended for about two years and resumed in February 2023; therefore, the census continues to gradually increase.

- Assisted 35 seniors
 - Expenditures: \$17,485.00

- **Health and Wellness Program**

Provides health support services to fulfill the physical, mental, and social needs of residents 62 years old and older.

- **Outcome**

There has been a significant increase in the number of activities offered and capacity in Program Year 2024.

- Assisted 232 seniors
 - Expenditures: \$24,615.00

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated

plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected	Actual	Percent Complete	Expected	Actual	Percent Complete
					Strategic Plan			Program Year		
Homebuyer Assistance	Affordable Housing	CDBG:	Direct Financial Assistance to Homebuyers	Households Assisted	20	7	35.00%	1	0	0.0%
Housing Rehabilitation	Affordable Housing	CDBG	Homeowner Housing Rehabilitated	Household Housing Unit	20	18	75.00%	2	0	0.0%
Public Improvements	Non-Housing Community Development (side walk and abebtos phase 1)	CDBG: \$528,178	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit	Households Assisted	6300	6300	100.00%	24,653	24,653	100%
Public Service Adult Day Care	Non-Housing Community Development	CDBG: \$10,000	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	125	58	46%	25	35	140%
Public Service Health and Wellness	Non-Housing Community Development	CDBG: \$22,000	Public service activities for Low/Moderate Income Housing Benefit	Persons Assisted	125	365	292%	95	232	244%
Public Service Senior Transportation	Non-Housing Community Development	CDBG: \$35,000	Public service activities for Low/Moderate Income Housing Benefit	Persons Assisted	500	212	42%	80	25	31%

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

The City of Deerfield Beach was awarded \$708,864.00 in CDBG funds from the U.S. Department of Housing and Urban Development in Fiscal Year 2024-2025. The funding was allocated to the following activities as outlined in **Table 1**: Public Service activities for the senior community, Public Infrastructure, and Planning and Administration. An estimated \$141,772 was allocated to Planning and Administration. The City utilized prior Program Year funding as well as other funding resources to complete the following activities: Homeowner Rehabilitation, Purchase Assistance.

The City was also a recipient of CDBG-CV funds, designed to assist local governments to prepare for, prevent, or respond to the health and economic impacts of the coronavirus pandemic, in the amount of \$989,121 in Program Year 2020-2021. A total of \$426,482.05 was relocated into the Sidewalk improvements project. The funding was initially allocated to Rental and Utility Assistance programs and Planning and Administration. The City expended an estimated \$562,638.95 in prior program years and initiated reallocation of the remaining funds in Program Year 2023 to a Public Infrastructure project. In FY 2024 the total of \$426,482.05 was expended.

The aforementioned activities are in alignment with the priorities identified in the Fiscal Year 2020-2024 Consolidated Plan.

- **Priority I – Provide for Public Improvements/Infrastructure – Sidewalk Improvements**

To facilitate public improvement and infrastructure projects within LMI neighborhoods (CDBG target areas) in Deerfield Beach. Two public infrastructure projects are currently funded through the City's CDBG allocation. The Sidewalk Installation and Asbestos Pipe Replacement projects are currently underway. The aforementioned projects benefits predominantly LMI neighborhoods.

- **Priority II – Public Service – Senior Transportation**

Provide transportation services to seniors in the Deerfield Beach community. The public service programs funded through CDBG directly benefit the Deerfield Beach senior community who are presumed to be low-and-moderate income by HUD. The programs include health and wellness activities, transportation services, and the Alzheimer's Day Care Center operations.

- **Priority III – Increase Access to Public Services - Senior Health and Wellness Programming**

To provide health and wellness services to seniors in the Deerfield Beach community. The public service programs funded through CDBG directly benefit the Deerfield Beach senior community who are presumed to be low-and-moderate income by HUD. The programs include health and wellness activities, transportation services, and the Alzheimer's Day Care Center

operations.

- **Priority IV – Increase Access to Public Services - Alzheimer’s & Adult Day Care Programming**

To provide services and activities for seniors with Alzheimer’s Disease and other cognitive disorders. The public service programs funded through CDBG directly benefit the Deerfield Beach senior community who are presumed to be low-and-moderate income by HUD. The programs include health and wellness activities, transportation services, and the Alzheimer’s Day Care Center operations.

- **Priority V – Increase Access to Affordable Housing – Rehabilitation and Purchase Assistance**

To provide rehabilitation or purchase assistance to eligible residents in the Deerfield Beach community. The City’s Purchase Assistance and Homeowner Rehabilitation Programs are designed to serve low-and moderate-income households and assist with the purchase of a home or home repair, respectfully. However, the rehabilitation or purchase assistance programs were funded primarily through the availability of other funding sources, namely the SHIP and HOME programs.

In conclusion, the aforementioned activities and funding sources contribute to achieving the housing and community development needs, goals, and objectives outlined in the FY 2020-2024 Consolidated Plan and FY 2024-2025 Annual Action Plan.

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted). 91.520(a)

	CDBG
White	214
Black or African American	71
Asian	6
American Indian or American Native	0
Native Hawaiian or Other Pacific Islander	1
Total	267
Hispanic	64
Not Hispanic	228

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Narrative

Table 2 provides an aggregate of race and ethnicity data for households assisted through the housing and public services programs. The accomplishment data from all CDBG activities are reported in HUD's Integrated Disbursement and Information System (IDIS).

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	public - federal	\$1,590,219	\$1,296,482.05
Other (HOME)	public - federal	\$275,625	\$140,000.00
Other (SHIP)	public - state	\$664,109	\$664,109.00

Table 3 - Resources Made Available

Narrative

The federal resources available for implementation of CDBG and CDBG-CV activities in Fiscal Year 2024-2025 are identified in Table 3. See FY 2024-2025 resources breakdown below:

- Fiscal Year 2024-2025 Allocation: CDBG (\$708,864.00)
- Unexpended CDBG funds from prior years: CDBG Carryforward (\$282,864); CDBG-CV (\$426,000)
- Total Funding Available at the beginning of FY 2024-2025: \$1,417,728, CDBG (\$991,728); CDBG- CV (\$426,000)
- Expended in FY 2024-2025: CDBG (\$1,296,482.05)

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
CityWide	20%	20%	Planning and Admin
HOMEOWNERSHIP - PURCHASE ASSISTANCE/ REHAB/BARRIER REMOVAL	23%	0.0%	Purchase Assistance and Rehabilitation programs were funded primarily through availability of SHIP and HOME funds
SENIOR PUBLIC SERVICES	12%	12%	Senior Transportation, Health and Wellness, Alzheimer's Day Care Operations
Target Area Street Infrastructure	45%	68%	Sidewalk Improvement and Asbestos Pipe Replacement for all CDBG Census Tracts

Table 4 – Identify the geographic distribution and location of investments

Narrative

During FY 2024-2025, the City expended funds consistent with meeting the national objective of the program. 100% of the funds were used to benefit low-and-moderate income persons. The percentage includes planning and administration. It must be noted that the Purchase Assistance and Rehabilitation programs were funded primarily through available SHIP and HOME funds

DRAFT

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

The City of Deerfield Beach utilizes federal and state funding to implement the initiatives outlined in the Fiscal Year 2020-2024 Consolidated Plan and Fiscal Year 2024-2025 Annual Action Plan. Federal funding is leveraged with state funding to increase the impact of the activities and projects on low- and moderate-income persons in Deerfield Beach. In Fiscal Year 2024-2025, the City leveraged \$767,822.00 from federal and state sources. See the breakdown below:

- HOME Investment Partnerships Program via Broward County Consortium - \$103,713;
- Florida State Housing Initiatives Partnership Program - \$664,109

State Housing Initiatives Partnership (SHIP) Program

The City of Deerfield Beach receives an annual allocation through the Florida State Housing Initiatives Partnership (SHIP) program which is administered by the Florida Housing Finance Corporation (FHFC). SHIP provides funds to local governments as an incentive to create partnerships that produce and preserve affordable homeownership and rehabilitation. The program is designed to serve very low, low- and moderate-income households and funding can be leveraged with the CDBG Program.

Home Investment Partnerships Program (HOME)

The City of Deerfield Beach has been a member of the Broward County HOME Consortium since Fiscal Year 2002, receiving an annual allocation, along with the Entitlement Cities of Tamarac, Coral Springs, Margate, Sunrise, Lauderhill, Plantation, Davie, Pembroke Pines, Miramar, and Coconut Creek. The United States Congress passed the National Affordable Housing Act in 1990 which created a variety of affordable housing programs, including the Home Investment Partnerships Act (HOME). The purpose of the HOME program is to provide funds to local jurisdictions to strengthen public-private partnerships to provide more affordable housing through acquisition and rehabilitation.

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	0	0
Number of Non-Homeless households to be provided affordable housing units	3	11
Number of Special-Needs households to be provided affordable housing units	0	0
Total	3	11

Table 5 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	0	0
Number of households supported through The Production of New Units	0	0
Number of households supported through Rehab of Existing Units	3	10
Number of households supported through Acquisition of Existing Units	0	1
Total	3	11

Table 6 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

The housing crisis is still ongoing and there is a dire need for affordable housing in the City of Deerfield Beach. The median sales price continues to increase annually over the last several years. As of September 2025, the median sale price of a home continues to increase from the previous year, according to the Broward County Property Appraiser. Additionally, inflation has increased the cost of goods and services. To combat the housing crisis and support the LMI community, the City previously increased its affordable housing maximum subsidy award by 40%.

The City's Purchase Assistance Program continues to see low number of qualified applications. Only one low-income household was assisted through the program, utilizing HOME grant funds.

The Homeowner Rehabilitation Program continues to be more successful with ten households, comprised of extremely low, very low and low income, being assisted through the HOME and State (SHIP) grant funds. While the City did not meet its annual goal respective to the sole use of CDBG funds, by leveraging other Federal (HOME) and State (SHIP) grant funds, the City has surpassed its goal. Due to availability of these other funding sources, CDBG funds were primarily used to support public services and public infrastructure programs to benefit low and moderate income residents in the City.

Grant funding is the City's primary source of funding to implement the prioritized projects and activities. The City's federal and state funding allocations fluctuate annually which makes planning for and meeting the needs of the City's LMI population challenging. This obstacle is compounded by the ongoing housing crisis and inflation. With competing needs in the LMI communities and limited or decreased grant funding, for FY 2024-2025, the City allocated 45% of its CDBG funding to implement sidewalk improvements in a low-and-moderate income neighborhoods, in order to support the preservation of affordable housing and a suitable living environment for low- and moderate-income persons, however, the City exceeded this amount with the implementation of the Asbestos Pipe Replacement for all CDBG Census Tracts. An estimated 12% of CDBG funds was utilized to promote accessibility and health and wellness for the senior population.

Discuss how these outcomes will impact future annual action plans.

Preserving the City's aging affordable housing stock and providing homeownership opportunities remain a top priority for the City of Deerfield Beach.

As the City's housing stock ages, a growing percentage of housing units need rehabilitation in order to remain safe and habitable. This situation is of particular concern for low- and moderate-income homeowners and seniors who are generally not in a financial position to properly maintain their homes. The age and condition of the City's housing stock is an important indicator of potential rehabilitation needs. Preservation of the physical and functional integrity of existing housing units occupied by low-and moderate-income households is a cost-effective way to invest limited resources to retain existing housing units that are already affordable to low- and moderate-income households in the community.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Households Served	CDBG/SHIP/HOME Actual
Extremely Low-income	4
Low-income	4
Moderate-income	3
Total	11

Table 7 – Number of Households Served

Narrative Information

The Fiscal Year 2020-2024 Consolidated Plan lists affordable housing as a top priority in the City of Deerfield Beach. The City addresses worst-case needs impacting low-income persons/households through its affordable housing programs and partnership with the Deerfield Beach Housing Authority. The City also provides resources to local non-profit agencies that support low-and moderate-income households and displaced persons and/or families. Through the Homeowner Rehabilitation program, the City prioritizes repairs/modifications that increase accessibility for persons with disabilities.

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CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City of Deerfield Beach is a municipality in Broward County and coordinates with Broward County's Homeless Continuum of Care to administer services to address the needs of individuals and families who are homeless or at risk of homelessness. The City consults with the Continuum of Care to determine the state of homelessness in its community, methods to combat homelessness, and identify services and programs available to citizens in need of their services. The City of Deerfield Beach is not a recipient of ESG funds and does not directly administer funding related to homelessness.

Addressing the emergency shelter and transitional housing needs of homeless persons

The City of Deerfield Beach coordinates with Broward County's Homeless Continuum of Care and partners with local nonprofit organizations and social service agencies to address emergency shelter and transitional housing needs of homeless persons in the City. The City of Deerfield Beach is not a recipient of ESG funds and does not directly administer funding related to homelessness.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

The City of Deerfield Beach coordinates with Broward County's Homeless Continuum of Care to administer services to address the needs of individuals and families who are homeless or at risk of homelessness. The City also partners with law enforcement, nonprofit organizations, social services agencies, local hospitals, schools, and the Deerfield Beach Housing Authority to address the immediate needs of low-and-moderate income persons in the City who may be at risk of homelessness. The City of Deerfield Beach is not a recipient of ESG funds and does not directly administer funding related to homelessness.

Helping homeless persons (especially chronically homeless individuals and

families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

As a member of Broward County Continuum of Care (CoC), the City supports Broward CoC initiatives. The City of Deerfield Beach is not a recipient of ESG funds and does not directly administer funding related to homelessness.

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

The City of Deerfield Beach collaborates closely with the Deerfield Beach Housing Authority to address the needs of public housing in Deerfield Beach. The Deerfield Beach Housing Authority actively seeks federal and state funds to rehabilitate and maintain public housing in the City.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

The Deerfield Beach Housing Authority (DBHA) Homeownership Program is an optional U.S. Department of Housing and Urban Development (HUD) program that permits housing authorities to assist Housing Choice Voucher (Section 8) households with the purchase of their first home. Participants in this program receive Housing Assistance Payments to use toward homeownership expenses.

The program is open to all current DBHA section 8 voucher participants who meet the eligibility requirements and guidelines. Once the eligibility requirement guidelines are met and the home is acquired, the participants will be able to receive assistance with their mortgage payments. The non-disabled head of household participant who has a 30-year mortgage is eligible for mortgage assistance for up to 15 years. The elderly and disabled head of household participant is eligible for assistance for the entire mortgage term.

DBHA offers the Family Self-Sufficiency Program (FSS). The main goal of the FSS program is to help families improve their financial situation through employment and education to achieve homeownership, entrepreneurship, and self-sufficiency.

The City of Deerfield Beach continues to support homebuyer education programs. Homeownership education explains the home purchasing process to potential home buyers. Participants are taken through each step of the home-buying process, from budgeting to loan closing. Participants learn how to calculate the amount they can afford to pay for a home, how to shop for an affordable mortgage, details associated with sales contracts and loan applications,

and basic home maintenance 8-hour certificate course.

The City of Deerfield Beach and DBHA, provide outreach, public notices, workshops, and other engagement opportunities to encourage the participation of homeownership.

Actions taken to provide assistance to troubled PHAs

Not applicable.

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

As a recipient of State Housing Initiatives Partnership (SHIP) funds, the City of Deerfield Beach established an Affordable Housing Advisory Committee (the “AHAC” or “Committee”) in 2008, as required by the Florida Statute Section 420.9076. The AHAC is responsible for reviewing and evaluating local plans, policies, procedures, land development regulations, the Comprehensive Plan, and other aspects of the City of Deerfield Beach housing activities that impact the production of affordable housing.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

The City of Deerfield Beach is committed to identifying opportunities to produce and preserve affordable housing, improve housing conditions, and expand economic opportunities for its low and moderate-income population. The City shall keep apprised of and shall consider implementation of all federal, state, and local housing subsidy programs in which the City is eligible to participate. The City has previously increased the housing assistance subsidy awarded to low- and moderate-income persons through its affordable housing assistance programs by 40% to aid in combatting the ongoing housing crisis.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

The City of Deerfield Beach ensures that its affordable housing programs and projects comply with lead paint regulations. All appropriate lead hazard disclosures, brochures, and testing are communicated, distributed, and performed, respectively, in compliance with Federal regulations for homes built prior to 1978. Lead-based paint inspections are mandatory for homes constructed pre- 1978 and if abatement is required, specifications by a certified lead contractor will be incorporated into the housing activity/project work write-up. These actions will prevent lead poisoning and hazards in the community.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

The poverty rate in Deerfield Beach is 16 percent, according to the U.S. Census. The City of Deerfield Beach continues to prioritize federal and state funding for affordable housing programs and activities and economic development opportunities. Grant management is centralized in the City of Deerfield Beach Community Services Department. The Community Services Department continues to work closely with the City's Economic Development Department to identify, provide, and fund initiatives that promote job readiness and career opportunities for low- and moderate-income persons and economic expansion in the City. The City also collaborates with the Broward County Continuum of Care, Deerfield Beach Housing Authority, and other Broward County agencies to support projects and programs designed to reduce poverty in the City.

In alignment with the City's Fiscal Year 2020-2024 Consolidated Plan priorities, the City has and continues to:

- Support activities that expand the supply of housing that is affordable to low- and moderate-income households;
- Support activities that preserve the supply of decent housing that is affordable to low- and moderate-income households;
- Support a continuum of housing and public service programs to prevent and eliminate homelessness;
- Support housing preservation programs that assure low-income households have a safe, decent, and appropriate place to live; Support public services that benefit the community's seniors, youth, families, and those with special needs.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

The City of Deerfield Beach Community Services Department oversees the administration of entitlement and competitive grants citywide pre and post-award. This centralized structure enables the City to strengthen relationships with departments within the City and foster collaboration with residents, public and private agencies, organizations, and grant funders to aid in identifying housing and community development needs, and opportunities to leverage federal, state, and local resources to provide decent housing, a suitable living environment and expand economic opportunities for low- and moderate-income persons in the City.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

The City of Deerfield Beach housing stock has historically been constructed by the private sector. As such, the City is committed to strengthening relationships with public and private housing and social service agencies.

The City works closely with the Deerfield Beach Public Housing Authority and utilizes its network of social service agencies to increase the impact of the City's affordable housing and public

service programs, projects, and activities. The City participates in interagency committees created to coordinate public, private, and community-based efforts to expand affordable housing and economic development initiatives. Staff in the Community Services Department attend affordable housing workshops to keep abreast of initiatives and regulations, identify best practices that can be implemented in the City, and build on existing public and private collaborations to better serve the Deerfield Beach community.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

The City of Deerfield Beach completed the following Fair Housing Activities in Fiscal Year 2024/2025:

- Shared Fair Housing information via the City's website for residents to utilize, inclusive of the contact information for Broward County Civil Rights Division and the HUD-Miami Field Office- Fair Housing and Equal Opportunity;
- Educated the public on fair housing laws and information via the City's local newspaper, and on electronic platforms such as social media;
- Maintains Fair housing posters displayed in City facilities (i.e. Community Services Department) and at the Deerfield Beach Housing Authority facility;
- Declared a Proclamation in April, 2025, in recognition of Fair Housing Month sharing information about its establishment; and
- Participated in a joint Homeownership Workshop, on July 17, 2025, with the Deerfield Beach Housing Authority to educate participants about the pathway to homeownership.

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

The City of Deerfield Beach utilizes HUD's Community Planning and Development Office monitoring handbook as a guideline for monitoring the implementation of programs and activities. The handbook includes exhibits used by HUD reviewers to assess grantee compliance with program regulations, applicable federal statutes, grant requirements, and terms and conditions of the grant awards for Community Planning and Development programs.

City staff, in the Community Services Department, also participates in trainings and workshops to stay abreast of regulations, policies and procedures related to federal and state funding on an annual basis.

Timeliness

The timely expenditure of funding on eligible programs is an important element of the Consolidated Plan. Projects and activities are monitored to ensure they are implemented in a timely manner. In FY 2024 - 2025, the City met HUD's timeliness requirement.

Plan Procedures

The City of Deerfield Beach Community Services Department monitors the City's housing and community development programs to ensure statutory and regulatory requirements are met, the level of service achieved, and the information submitted to HUD's Integrated Disbursement and Information System (IDIS) is accurate and complete. Monitoring takes place at the following intervals:

- Quarterly;
- Annually; and,
- As requested by HUD.

Quarterly, City staff:

- Completes and submits HUD-required financial reporting;
- Audits sub-recipient requests for payment and/or reimbursement to ensure proper documentation was provided and expenditures are for eligible activities; and
 - ensures compliance with other program requirements, such as labor standards and fair housing laws, through in-depth monitoring and program review.

Annually, City staff:

- Evaluate each funded program and activity against the goals and objectives in the corresponding Consolidated Plan and Annual Action plan and confirm projects are on schedule to ensure timeliness;
- Prepares a Consolidated Annual Performance and Evaluation Report (CAPER) detailing the Action Plan, goals, objectives, and accomplishments; and
- Review the Citizen Participation Plan to begin creating a timeline for the development of the Action Plan, Consolidated Plan, and/or any required Public Notices and amendments.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

In accordance with 24 CFR 91.105, the City of Deerfield Beach provided citizens with reasonable notice to a public meeting and an opportunity to comment on the draft CAPER, prior to adoption.

The Citizen Participation process involved the following:

CAPER

21

- Draft CAPER 15-day Public Comment Period (December 1, 2025 – December 15, 2025);
- Public Hearing to obtain public input about the draft CAPER.

The public hearing and 15-day comment period were noticed on December 1, 2025, via the Sun Sentinel, a newspaper of general circulation, and on the City's website. The City made available to citizens, public agencies, and other interested parties a copy of the draft Fiscal Year 2024-2025 CAPER. A copy of the public notices is included in Appendix A. Public Hearing will be held on December 16, 2025 to discuss and obtain additional public comments on the CAPER.

The City did/did not receive any public comments.

The draft CAPER was made available at the following locations:

Community Services Department

325 NW 2nd Avenue
Deerfield Beach, FL 33441

City Website

<https://www.deerfield-beach.com/2005/Plans-Reports-Policies#CAPER>

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

There has been no change in the priorities, goals and objectives of the Fiscal Year 2024-2025 Annual Action Plan and Fiscal Year 2020-2024 Consolidated Plan. The City's CDBG priorities are aligned with the Deerfield Beach community housing and community development needs. Resources available through the funded programs and activities aid in supporting low-and-moderate income households and building and sustaining viable neighborhoods. The City of Deerfield Beach continues to invest in high-quality housing development, as well as quality maintenance of the City's existing housing stock for residents.

The housing crisis and inflation have impacted the City's affordable housing programs; however, the City is taking progressive steps to educate the public about available resources through workshops, partnerships, and dissemination of information via paper and electronic platforms.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

DRAFT

CR-58 – Section 3

Identify the number of individuals assisted and the types of assistance provided

Total Labor Hours	CDBG	HOME	ESG	HOPWA	HTF
Total Number of Activities	0	0	0	0	0
Total Labor Hours					
Total Section 3 Worker Hours					
Total Targeted Section 3 Worker Hours					

Table 8 – Total Labor Hours

Qualitative Efforts - Number of Activities by Program	CDBG	HOME	ESG	HOPWA	HTF
Outreach efforts to generate job applicants who are Public Housing Targeted Workers					
Outreach efforts to generate job applicants who are Other Funding Targeted Workers.					
Direct, on-the job training (including apprenticeships).					
Indirect training such as arranging for, contracting for, or paying tuition for, off-site training.					
Technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).					
Outreach efforts to identify and secure bids from Section 3 business concerns.					
Technical assistance to help Section 3 business concerns understand and bid on contracts.					
Division of contracts into smaller jobs to facilitate participation by Section 3 business concerns.					
Provided or connected residents with assistance in seeking employment including: drafting resumes, preparing for interviews, finding job opportunities, connecting residents to job placement services.					
Held one or more job fairs.					
Provided or connected residents with supportive services that can provide direct services or referrals.					
Provided or connected residents with supportive services that provide one or more of the following: work readiness health screenings, interview clothing, uniforms, test fees, transportation.					
Assisted residents with finding child care.					
Assisted residents to apply for, or attend community college or a four year educational institution.					
Assisted residents to apply for, or attend vocational/technical training.					
Assisted residents to obtain financial literacy training and/or coaching.					
Bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.					
Provided or connected residents with training on computer use or online technologies.					
Promoting the use of a business registry designed to create opportunities for disadvantaged and small businesses.					
Outreach, engagement, or referrals with the state one-stop system, as designed in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.					
Other.					

Table 9 – Qualitative Efforts - Number of Activities by Program

Narrative

Projects completed in Program Year 2024 did not meet the \$200,000 Section 3 threshold requirement; thus, 'Total Labor Hours' is not applicable. In regards to 'Qualitative Efforts', the City ensures that Section 3 language is included in all bids related to construction. A Section 3 plan is required by all inspectors and contractors submitting a bid to participate in federal contracts procured by the City.

DRAFT



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2025-577

Agenda Date: 12/16/2025

Status: CONSENT - BOARD
APPOINTMENTS

In Control: City Commission

Title

Resolution 2025/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, reappointing Jamekia Ricks as a commissioner of the Deerfield Beach Housing Authority; providing for an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The Deerfield Beach Housing Authority ("DBHA") was created pursuant to Section 421.04, Florida Statutes. Pursuant to Section 421.05, Florida Statutes, the Mayor, with approval of the City Commission, shall appoint no fewer than five persons and no more than seven persons as commissioners of the DBHA.

Current Activity

Jamekia Ricks has expressed an interest in serving on the Deerfield Beach Housing Authority and has been nominated by Mayor Drosky. Ms. Ricks will serve as the resident commissioner. Upon appointment, the Board will consist of seven members.

Recommendation

Approval is recommended.

RESOLUTION NO. 2025/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, REAPPOINTING JAMEKIA RICKS AS A COMMISSIONER OF THE DEERFIELD BEACH HOUSING AUTHORITY; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Deerfield Beach Housing Authority (“DBHA”) was created pursuant to Section 421.04, Florida Statutes; and

WHEREAS, pursuant to Section 421.05, Florida Statutes, the Mayor, with approval of the City Commission, shall appoint no fewer than five persons and no more than seven persons as commissioners of the DBHA; and

WHEREAS, Jamekia Ricks has expressed an interest to continue serving as a DBHA resident-commissioner as provided for under Section 421.05, Florida Statutes; and

WHEREAS, the Mayor has proposed the appointment of Jamekia Ricks as a Resident Commissioner of the DBHA; and

WHEREAS, pursuant to Section 421.05, Florida Statutes, City Commission approval of the appointments to the DBHA is required.

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. Jamekia Ricks is hereby reappointed as a Resident Commissioner of the DBHA for a four-year term, commencing on December 16, 2025, and ending on December 16, 2029.

Section 3. Ms. Ricks shall serve without compensation and is required to file a financial disclosure statement in accordance with Florida Statutes.

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2025.

TODD DROSKY, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2025-619

Agenda Date: 12/16/2025

Status: CONSENT - BOARD
APPOINTMENTS

In Control: City Commission

Title

Resolution 2025/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, removing Hans Bodewig from the Charter Review Board and appointing Tania Heck as a regular member and James Cahn as an alternate member to the Charter Review Board; providing for conflicts and an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

Commissioner Plaut has requested the removal of Hans Bodewig from the Charter Review Board due to excessive absences from meetings and is recommending appointing his current alternate member, Tania Heck, to serve as his regular member appointment. Additionally, Commissioner Plaut requests the appointment of James Cahn to fill the alternate seat.

Current Activity

Upon the approval of the appointments, the Board will have no vacancies.

RESOLUTION NO. 2025/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, REMOVING HANS BODEWIG FROM THE CHARTER REVIEW BOARD AND APPOINTING TANIA HECK AS A REGULAR MEMBER AND JAMES CAHN AS AN ALTERNATE MEMBER TO THE CHARTER REVIEW BOARD; PROVIDING FOR CONFLICTS AND 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 Tania Heck to serve as a regular member and James Cahn to serve as an alternate 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. Tania Heck is hereby appointed to serve as a regular member of the Board for a term commencing on December 16, 2025, and ending on May 20, 2026.

Section 4. James Cahn is hereby appointed to serve as an alternate member of the Board for a term commencing on December 16, 2025, and ending on May 20, 2026.

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

Section 6. All members of the Board shall serve without compensation.

Section 7. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2025.

CITY OF DEERFIELD BEACH

TODD DROSKY, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK



City of Deerfield Beach Application for Advisory Board or Committee

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

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

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

Name James Cahn

Address 621 NW 46th Avenue

City Deerfield Beach

State FL

Zip 33442

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

Year- Round Resident? Yes ☒ No ☐

If No, what months are you away? n/a

Home Phone n/a

Work/Mobile Phone 9542984518

E-mail solipsism2@yahoo.com

Employer (Retired) J.M. Family Enterprises (2001-2018)

Address 500 Jim Moran Blvd. Deerfield Beach, FL 33442

Occupation (if retired, please indicate and list former occupation) Corporate Senior Trainer (national

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

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

Academic: Degrees, Diplomas

Tulane University B.A. Philosophy (Minor in Cultural Anthropology)

Professional: Certification(s)

Finance and Insurance Legal and Ethical Standards certification (I taught this course.)
The Association of Finance and Insurance Professionals certification

Knowledge: Training, interest or experience

I have trained people in the automotive and finance industry nation wide for over 17 years. I taught classes and did consulting. Classes I taught include, Presentation Skills, Finance And Insurance Legal and Ethical Standards, Dealer Finance and Insurance certification, organizational

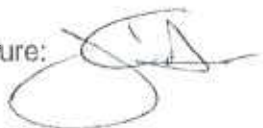
Community Involvement: List organizations/positions

Organizations: Memberships

Moose Lodge member (Legionnaire)

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

Signature:



Date: 5/10/20

Print Name: James Cahn

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. 2025-496

Agenda Date: 12/16/2025

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2025/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an Enterprise Master Services Agreement with Comcast Cable Communications Management, LLC and its operating affiliates ("Comcast") for a five-year term to provide metro Ethernet fiber services, and a sales order contract with Comcast for a three-year term in an estimated annual amount of \$144,400.00, for a total three-year aggregate estimated amount of \$432,000.00; authorizing execution of the Master Service Agreement and Sales Order Contract; waiving the requirements for competitive solicitations set forth in Section 38-116 of the Procurement Code; providing for implementation and an effective date. (Funds from Account #100-100-160-1600-000-51600-503616 - General Fund/Network Communications Services)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Estimated Costs: \$432,000.00 for three-year term (annual cost estimate \$144,000.00)

Account Name: General Fund/Network Communication Services

Account Number: 100-100-160-1600-000-51600-503616

Background/History

The City of Deerfield Beach currently has an agreement with Comcast Business Communications, LLC ("Comcast") for fiber-based internet services, which agreement will expire in May 2026. The City's current internet services are in need of an upgrade in order to significantly boost the internet speeds and create redundant pathways at all locations connected via Comcast fiber.

The increased bandwidth will enhance performance as more city services move to the cloud, providing faster remote access for staff. Additionally, this proposal positions the City to establish a secondary Internet connection in the future, ensuring network redundancy and reliability.

Current Activity

In order to improve the functionality of the current internet systems that are utilized throughout the City and to provide a smooth transition for upgrades to the system, the continued use of the services from Comcast is required. Staff consulted with Comcast regarding the necessary upgrades to the City's bandwidth and fiber-based internet services and Comcast has provided the City with the enclosed Sales Order Quote for a three-year period in an annual estimated amount of \$144,000.00 (the "Quote") for a total estimated aggregate amount of \$432,000.00. Comcast also requires the City to execute a Master Services Agreement for a five-year period.

Section 38-116 of the City Code, allows the City Commission to waive the City's competitive selection requirements when the City Commission finds that it is in the best interests of the City to do so and that the waiver will not inure to the financial disadvantage of the City.

Recommendation

City staff recommends that the City Commission approve and authorize the execution of the Master Services Agreement and Quote with Comcast and waive the competitive selection requirements of the City Code.

RESOLUTION NO. 2025/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING AN ENTERPRISE MASTER SERVICES AGREEMENT WITH COMCAST CABLE COMMUNICATIONS MANAGEMENT, LLC AND ITS OPERATING AFFILIATES (“COMCAST”) FOR A FIVE YEAR TERM TO PROVIDE METRO ETHERNET FIBER SERVICES, AND A SALES ORDER CONTRACT WITH COMCAST FOR A THREE YEAR TERM IN AN ESTIMATED ANNUAL AMOUNT OF \$144,400.00, FOR A TOTAL THREE YEAR AGGREGATE ESTIMATED AMOUNT OF \$432,000.00; AUTHORIZING EXECUTION OF THE MASTER SERVICE AGREEMENT AND SALES ORDER CONTRACT; WAIVING THE REQUIREMENTS FOR COMPETITIVE SOLICITATIONS SET FORTH IN SECTION 38-116 OF THE PROCUREMENT CODE; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, the City of Deerfield Beach previously entered into an agreement with Comcast for fiber-based internet services that will expire in May 2026; and

WHEREAS, in reviewing the City’s current needs regarding bandwidth and internet services, the Department of Information Technology determined that the City’s current internet services should be upgraded to increase the internet speeds at all locations connected via the Comcast fiber system; and

WHEREAS, the upgraded fiber-based internet system will enhance performance as more City services move to the cloud, providing faster remote access for staff, and positions the City to establish a secondary internet connection in the future, ensuring network redundancy and reliability; and

WHEREAS, in order to improve the functionality of the current internet services throughout the City, and to provide a smooth transition of such upgrades to the system, staff has determined the continued use of Comcast internet services is necessary; and

WHEREAS, pursuant to Section 38-116(3)(e) of the City Code, the City Commission may waive the City’s competitive selection requirements when the City Commission finds that it is in the best interests of the City to do so and that the waiver will not inure to the financial disadvantage of the City; and

WHEREAS, City staff consulted with Comcast regarding the upgrade to its bandwidth and fiber-based internet services (collectively, the “Services”) and Comcast has provided the City with the enclosed Sales Order quote for a three year period in an annual estimated amount of \$144,000.00 (the “Quote”); and

WHEREAS, City staff recommends that the City Commission waive the City's competitive selection requirements, approve the Master Services Agreement with Comcast, attached as Exhibit "1", (the "MSA") and the Sales Order Contract with Comcast, attached as Exhibit "2", (the "Sales Contract") for a three year term for the upgraded Services in an annual estimated amount of \$144,000.00 for a total three year aggregate estimated amount of \$432,000.00; and

WHEREAS, the City Commission finds it to be in the best interests of the City to waive the competitive selection requirements of the City Code, approve the MSA and Sales Contract with Comcast, attached as Exhibits "1" and "2", and authorize the City Manager to execute the MSA and Sales Contract.

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

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

Section 2. The City Commission hereby waives the competitive selection requirements of the City Code with respect to the upgraded Services, MSA and Sales Contract with Comcast and finds that such waiver will not inure to the financial disadvantage of the City.

Section 3. The City Commission hereby approves the MSA with Comcast, attached as Exhibit "1", for a five year term.

Section 4. The City Commission hereby approves the Sales Contract with Comcast, attached as Exhibit "2", for a three year term in an annual estimated amount of \$144,000.00 for a total three year aggregate estimated amount of \$432,000.00.

Section 5. The City Commission hereby authorizes the City Manager to execute the MSA and Sales Contract with Comcast, attached as Exhibits "1" and "2", 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 6. The appropriate City officials are authorized to do all things necessary and expedient to carry out the aims of this Resolution.

Section 7. 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



Account Name

MSA ID

Date Generated

City of Deerfield Beach

FL-276815-dkeen

COMCAST ENTERPRISE SERVICES MASTER SERVICES AGREEMENT (MSA)

MSA Term: Sixty (60) Months

CUSTOMER INFORMATION

Primary Contact	Primary Contact Address Information
Title:	Address 1:
Phone:	Address 2:
Cell:	City:
Fax:	State:
Email:	Zip Code:

This Comcast Enterprise Services Master Services Agreement ("Agreement" or "MSA") sets forth the terms and conditions under which Comcast Cable Communications Management, LLC and its operating affiliates ("Comcast") will provide communications and other services ("Services") to the above customer ("Customer") and is effective as of the date of Customer's signature below (the "Effective Date"). The Agreement consists of this Master Service Agreement Cover Page executed by Customer (this "Cover Page"), the Comcast Enterprise Services General Terms and Conditions ("General Terms and Conditions"), any written amendments to the Agreement executed by both parties ("Amendments"), each Product-Specific Attachment for the applicable Services ("PSA(s)") and each Sales Order accepted by Comcast hereunder ("Sales Orders"). In the event of any inconsistency among these documents, the order of precedence will be as follows: (1) Amendments (if any), (2) this Cover Page, (3) PSA(s), (4) General Terms and Conditions and (5) Sales Orders. This Agreement shall be legally binding when signed by Customer and shall continue in effect until the expiration date of any Service Term specified in a Sales Order referencing the Agreement, unless terminated earlier in accordance with the Agreement.

Customer may submit Sales Orders to Comcast during the term of this Agreement ("MSA Term"). After the expiration of the initial MSA Term, Comcast may continue to accept Sales Orders from Customer under the Agreement, or require the parties to execute a new MSA.

The Agreement shall terminate in accordance with the General Terms and Conditions. The General Terms and Conditions and PSAs are located at <https://business.comcast.com/terms-conditions-ent>. Use of the Services is also subject to the then-current Acceptable Use Policy for High-Speed Internet Services (the "AUP") located at <https://business.comcast.com/customer-notifications/acceptable-use-policy> (or any successor URL), and the then-current Privacy Statement (the "Privacy Policy") located at https://business.comcast.com/privacy-statement_new (or any successor URL). Comcast may update the General Terms and Conditions, PSAs, AUP and Privacy Policy from time to time upon posting to the Comcast website.

Services are only available to commercial customers in serviceable areas. Services may not be transferred without the prior written consent of Comcast as set forth in more details in the General Terms and Conditions. Minimum Service Terms are required for most Services and early termination fees may apply. Service Terms are identified in each Sales Orders, and early termination fees are identified in the applicable PSAs.

BY SIGNING BELOW, CUSTOMER AGREES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT.

CUSTOMER (by authorized representative)

Signature:
Name:
Title:
Date:

ADDENDUM TO COMCAST ENTERPRISE SERVICES MASTER SERVICES AGREEMENT

THIS ADDENDUM TO COMCAST ENTERPRISE SERVICES MASTER SERVICES AGREEMENT (“Addendum”) is attached to the Comcast Enterprise Services Master Services Agreement (“MSA”) and the Comcast Sale Quote (collectively the Agreement”) made and entered into on _____, 2025, by and between the City of Deerfield Beach, Florida (the “City” or “Customer”) and Comcast Cable Communications Management, LLC and its Operating Affiliates (“Comcast”).

To the extent that any terms or conditions of this Addendum may contradict or conflict with any of the terms and conditions of the Agreement, it is expressly understood that the terms and conditions of this Addendum shall take precedence and supersede the Agreement.

The parties agreed as follows:

1. **Public Records.** Comcast shall comply with the public records laws as set forth in Chapter 119, Florida Statutes, and to the extent required by law only, adhere to the following:
2.
 - a. Keep and maintain public records that ordinarily and necessarily would be required by City in order to perform the service.
 - b. Upon request by City's records custodian, provide City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, 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 for the duration of the Agreement.
 - d. Upon completion of the Agreement or in the event of termination of the Agreement by either party, any and all public records relating to the Agreement in the possession of Comcast shall be delivered by Comcast to City, at no cost to City, within seven days. All records stored electronically by Comcast shall be delivered to City in a format that is compatible with City's information technology systems. Once the public records have been delivered to City upon completion or termination of the Agreement, Comcast shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.
 - e. Comcast’s failure or refusal to comply with the provisions of this Section shall result in the immediate termination of the Agreement by the City.

IF COMCAST HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO COMCAST’S DUTY TO PROVIDE

PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-480-4213, web.clerk@deerfield-beach.com OR BY MAIL: City of Deerfield Beach — City Clerk's Office, 150 N.E. 2nd Ave, Deerfield Beach, FL 33441.

- f. Ownership of Documents: Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with the Agreement are and shall remain the property of City. Any compensation due to Comcast shall be withheld until all documents are received as provided herein.

3. Scrutinized Companies.

- a. Comcast certifies that it and their subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, Florida Statutes, the City may immediately terminate the Agreement at its sole option if Comcast or their subcontractors are found to have submitted a false certification; or if the Comcast or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or are engaged in the boycott of Israel during the term of the Agreement.
- b. Comcast agrees to observe the above requirements for applicable subcontracts entered into under the Agreement.
- c. As provided in Subsection 287.135(8), F.S. if the federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

4. Verification of Employment Status.

Comcast shall comply with Section 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 the 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 cost(s) incurred to initiate and sustain the aforementioned program shall be the responsibility of the Comcast in accordance with Section 448.095, Florida Statutes. Comcast is liable for any additional costs incurred by the City as a result of termination of the Agreement. If the Agreement is terminated for a violation of the statute by Comcast, Comcast may not be awarded a public contract for a period of one year after the date of termination.

5. Human Trafficking Affidavit.

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

6. Foreign Countries of Concern Affidavit.

In accordance with Section 287.138, Florida Statutes, Comcast 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 the Agreement and this Addendum, Comcast shall submit the required Affidavit, which will be provided by the City's Procurement Division.

IN WITNESS WHEREOF, the parties hereof have executed this Addendum as of the date first written above. It is hereby acknowledged and agreed that the undersigned for the City is duly authorized to execute this Addendum on behalf of the City, and the undersigned for Comcast is duly authorized to execute this Addendum on behalf of Comcast

City of Deerfield Beach

Comcast Cable Communications
Management, LLC

By: _____
Rodney Brimlow
City Manager

By: _____
Signature

Print Name: _____

Attest: _____
Heather Montemayor
City Clerk

Title: _____

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

Anthony C. Soroka, City Attorney

MSA ID#: FL-276815-dkeenSO ID#: FL-276815-dkeen-29217972Account Name: City of Deerfield Beach

CUSTOMER INFORMATION (for notices)

Primary Contact: Christophe St. LuceBilling Account Name City of Deerfield Beach

INVOICE ADDRESS

Title: _____

Billing Name
(3rd Party Accounts) _____Address 1: 1441 FAU Research Park BlvdAddress 1: 1441 FAU Research Park BlvdBilling Contact: Christophe St. Luce

Address 2: _____

Address 2: _____

Title: _____

City: Deerfield BeachCity: Deerfield BeachPhone: 954-250-4030State: FLState: FL

Cell: _____

Zip Code: 33441Zip: 33441

Fax: _____

Tax Exempt: YesPhone: 954-250-4030Email: cstluce@deerfieldbeachfl.gov

* If Yes, please provide and attach all applicable tax exemption certificates

Cell: _____

Fax: _____

Email: cstluce@deerfieldbeachfl.gov

SUMMARY OF CHARGES (Details on following pages)

Service Term (Months): 36

SUMMARY OF SERVICE CHARGES*

Current Monthly Recurring Charges:	\$9,049.25
Current Trunk Services Monthly Recurring Charges:	\$0.00
Total Current Monthly Recurring Charges (all Services):	\$9,049.25

Change Monthly Recurring Charges:	-\$638.20
Change Trunk Services Monthly Recurring Charges:	\$0.00
Change Monthly Recurring Charges (all Services):	-\$638.20

Total Monthly Recurring Charges:	\$8,411.05
Total Trunk Services Monthly Recurring Charges:	\$0.00
Total Monthly Recurring Charges (all Services):	\$8,411.05

SUMMARY OF STANDARD INSTALLATION FEES*

Total Standard Installation Fees:	\$0.00
Total Trunk Services Standard Installation Fees:	\$0.00
Total Standard Installation Fees (all Services):	\$0.00

SUMMARY OF CUSTOM INSTALLATION FEES*

Total Custom Installation Fee:	\$0.00
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SUMMARY OF MONTHLY EQUIPMENT FEES*

Current Services Equipment Fee Monthly Recurring Charges:	\$39.95
Current Trunk Services Equipment Fee Monthly Recurring Charges:	\$0.00
Current Equipment Fee Monthly Recurring Charges (All Services):	\$39.95

Change Services Equipment Fee Monthly Recurring Charges:	\$639.20
Change Trunk Services Equipment Fee Monthly Recurring Charges:	\$0.00
Change Equipment Fee Monthly Recurring Charges (All Services):	\$639.20

Total Service Equipment Fee Monthly Recurring Charges	\$679.15
Total Trunk Service Equipment Fee Monthly Recurring Charges	\$0.00
Total Equipment Fee Monthly Recurring Charges (All Services)	\$679.15

*Note: Charges identified in the Sales Order are exclusive of maintenance and repair charges, and applicable federal, state, and local taxes, fees, surcharges and recoupments (however designated). Please refer to your Comcast Enterprise Services Master Services Agreement (MSA) for specific detail regarding such charges. Customer shall pay Comcast one hundred percent (100%) of the non-amortized Custom Installation Fees prior to the installation of Service. The existence of Hazardous Materials at the Service Location or a change in installation due to an Engineering Review may result in changes to the Custom and/or Standard Installation Fees payable by Customer.

GENERAL COMMENTS

AGREEMENT

This Comcast Enterprise Services Sales Order Form ("Sales Order") shall be effective upon acceptance by Comcast. This Sales Order is made a part of the Comcast Enterprise Services Master Services Agreement, entered between Comcast and the undersigned and is subject to the Product Specific Attachment for the Service(s) ordered herein, located at <http://business.comcast.com/terms-conditions-ent>, (the "Agreement"). Unless otherwise indicated herein, capitalized words shall have the same meaning as in the Agreement.

By purchasing Comcast voice services, you are giving Comcast Business permission to request a copy of the Customer Service Record(s) from your existing carrier(s). Customer Service Records include the telephone numbers listed on the account(s) and may also include information related to services provided by such carrier(s).

COMPANY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THIS 911 NOTICE:

Your Comcast Business Voice Services set forth in this Sales Order (the "Voice Services") have the following 911 limitations:

- In order for 911 calls to be properly directed to emergency services using the Voice Services, Customer must provide and maintain the correct service address information ("Registered Service Location") for each telephone number and extension used by Customer. The Registered Service Location should also include information such as floor and office number as appropriate.
- If the Voice Services are moved to, or used in, a different location without Customer providing an updated Registered Service Location, 911 calls may be directed to the wrong emergency authority, may transmit the wrong address, and/or the Voice Services (including 911) may fail altogether. Customer's use of a telephone number not associated with its geographic location, or a failure to allot sufficient time for a Registered Service Location change to be processed, may increase these risks.
- Customer is solely responsible for programming its telephone system to map each telephone number and extension to the correct location, and for updating the telephone system as necessary to reflect moves or additions of stations.
- Customer 911 calls may be sent to an emergency call center where an agent will ask for the caller's name, telephone number, and location, and then will contact the local emergency authority.
- The Voice Services use electrical power in the Customer's premises. If there is an electrical power outage, 911 calling may be interrupted if back-up power is not installed, fails, or is exhausted. Voice Services that rely on a broadband connection may also be interrupted if the broadband service fails.
- Calls using the Voice Services, including calls to 911, may not be completed if there is a problem with network facilities, including network congestion, network equipment and/or power failure, a broadband connection failure, or another technical problem.
- Failure by Customer to make updates to the Registered Service Location, including updates to restore service address to the original Registered Service Location, or failure to allot sufficient time for the Service Location update provisioning to complete may result in emergency services being dispatched to the incorrect Service Location.
- Customers should call Comcast at 800-741-4141 if they have any questions or need to update the Registered Service Location in the E911 system.

BY SIGNING BELOW, CUSTOMER ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS THE FOREGOING 911 NOTICE AND THE 911 LIMITATIONS OF THE VOICE SERVICES.

By signing below, Customer acknowledges, agrees to and accepts the terms and conditions of this Sales Order.

CUSTOMER USE ONLY (by authorized representative)

COMCAST USE ONLY (by authorized representative)

Signature: _____

Signature: _____

Sales Rep: Mani Castillo

Name: _____

Name: _____

Sales Rep E-Mail: yasmani_castillo@comcast.com

Title: _____

Title: _____

Region: Florida

Date: _____

Date: _____

Division: Central

COMCAST ENTERPRISE SERVICES SALES ORDER FORM

SERVICES AND PRICING

Account Name: City of Deerfield Beach

Date:

MSA ID#:

FL-276815-dkeen

SO ID#:

FL-276815-dkeen-29217972

Short Description of Service:

Service Term:

36 MONTHS

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Solution Charges

Line	Request	Action	Service(s)	Description	Service Location A*	Service Location Z*	Tax Jurisdiction	Qty	Monthly	One-Time
001	Renew	Remove	EDI - Network Interface - Gig E	Port	Fire Rescue / 1441 SW 11TH WAY	-	Interstate	1	\$0.00	\$0.00
002	Renew	Remove	EDI - Bandwidth	500 Mbps	Fire Rescue / 1441 SW 11TH WAY	-	Interstate	1	(\$1,150.00)	\$0.00
003	Renew	Remove	IPv4 Static Address Block /28 (14)	Static IP	Fire Rescue / 1441 SW 11TH WAY	-	Interstate	1	(\$30.00)	\$0.00
004	Renew	Remove	EDI - Network Interface - Gig E	Port	Fire Rescue / 1441 SW 11TH WAY	-	Interstate	1	\$0.00	\$0.00
005	Renew	Remove	EDI - Bandwidth	20 Mbps	Fire Rescue / 1441 SW 11TH WAY	-	Interstate	1	(\$694.50)	\$0.00
006	Renew	Remove	Ethernet Network Interface - Gig E	Port	Fire Rescue / 1441 SW 11TH WAY	-	Interstate	1	(\$234.80)	\$0.00
007	Renew	Remove	ENS - Basic Network Bandwidth	200 Mbps	Fire Rescue / 1441 SW 11TH WAY	-	Interstate	1	(\$466.00)	\$0.00
008	-	-	-	-	-	-	-	-	\$0.00	\$0.00
009	Renew	Remove	Ethernet Network Interface - 10 / 100	Port	City Hall / 150 NE 2ND AVE	-	Interstate	1	(\$54.16)	\$0.00
010	Renew	Remove	ENS - Basic Network Bandwidth	100 Mbps	City Hall / 150 NE 2ND AVE	-	Interstate	1	(\$433.32)	\$0.00
011	-	-	-	-	-	-	-	-	\$0.00	\$0.00
012	Renew	Remove	Ethernet Network Interface - 10 / 100 (HFC)	Port	1601 E HILLSBORO BLVD / 1601	-	Interstate	1	(\$54.74)	\$0.00
013	Renew	Remove	ENS - Priority Network Bandwidth (HFC)	30 Mbps	1601 E HILLSBORO BLVD / 1601	-	Interstate	1	(\$270.07)	\$0.00
014	-	-	-	-	-	-	-	-	\$0.00	\$0.00
015	Renew	Remove	Ethernet Network Interface - 10 / 100	Port	City of Deerfield Beach-DFB-Gools	-	Interstate	1	(\$54.16)	\$0.00
016	Renew	Remove	ENS - Basic Network Bandwidth	50 Mbps	City of Deerfield Beach-DFB-Gools	-	Interstate	1	(\$296.10)	\$0.00
017	-	-	-	-	-	-	-	-	\$0.00	\$0.00
018	Renew	Remove	EDI - Network Interface - Gig E	Port	Deerfield Bch Cams / 200 NE 21ST	-	Interstate	1	\$0.00	\$0.00
019	Renew	Remove	EDI - Bandwidth	500 Mbps	Deerfield Bch Cams / 200 NE 21ST	-	Interstate	1	(\$860.00)	\$0.00
020	Renew	Remove	IPv4 Static Address Block /29 (6)	Static IP	Deerfield Bch Cams / 200 NE 21ST	-	Interstate	1	(\$25.00)	\$0.00
021	Renew	Remove	Mid Mkt Mgd Svcs - Mgd Router	Service	Deerfield Bch Cams / 200 NE 21ST	-	Interstate	1	(\$45.00)	\$0.00
022	Renew	Remove	HW - Router Service	Service	Deerfield Bch Cams / 200 NE 21ST	-	Interstate	1	(\$60.00)	\$0.00
023	Renew	Remove	ActiveCore Equipment - Medium	Service	Deerfield Bch Cams / 200 NE 21ST	-	Interstate	1	(\$30.00)	\$0.00
024	-	-	-	-	-	-	-	-	\$0.00	\$0.00
025	Renew	Remove	EDI - Network Interface - 10 / 100	Port	DFB Tree Zoo / 2841 W HILLSBORO	-	Interstate	1	\$0.00	\$0.00
026	Renew	Remove	EDI - Bandwidth	100 Mbps	DFB Tree Zoo / 2841 W HILLSBORO	-	Interstate	1	(\$723.50)	\$0.00
027	Renew	Remove	IPv4 Static Address Block /29 (6)	Static IP	DFB Tree Zoo / 2841 W HILLSBORO	-	Interstate	1	(\$25.00)	\$0.00
028	-	-	-	-	-	-	-	-	\$0.00	\$0.00
029	Renew	Remove	Ethernet Network Interface - 10 / 100	Port	City of Deerfield Beach - Campus /	-	Interstate	1	(\$54.16)	\$0.00
030	Renew	Remove	ENS - Basic Network Bandwidth	50 Mbps	City of Deerfield Beach - Campus /	-	Interstate	1	(\$296.10)	\$0.00
031	-	-	-	-	-	-	-	-	\$0.00	\$0.00
032	Renew	Remove	Ethernet Network Interface - 10 / 100	Port	445 SW 2ND ST / 445 SW 2ND ST	-	Interstate	1	(\$66.54)	\$0.00
033	Renew	Remove	ENS - Basic Network Bandwidth	50 Mbps	445 SW 2ND ST / 445 SW 2ND ST	-	Interstate	1	(\$363.72)	\$0.00
034	-	-	-	-	-	-	-	-	\$0.00	\$0.00
035	Renew	Remove	Ethernet Network Interface - 10 / 100	Port	50 HILLSBORO TECHNOLOGY DR	-	Interstate	1	(\$54.16)	\$0.00
036	Renew	Remove	ENS - Basic Network Bandwidth	20 Mbps	50 HILLSBORO TECHNOLOGY DR	-	Interstate	1	(\$216.66)	\$0.00
037	-	-	-	-	-	-	-	-	\$0.00	\$0.00
038	Renew	Remove	Ethernet Network Interface - 10 / 100	Port	511 NE 44TH ST / 511 NE 44TH S	-	Interstate	1	(\$54.16)	\$0.00
039	Renew	Remove	ENS - Basic Network Bandwidth	20 Mbps	511 NE 44TH ST / 511 NE 44TH S	-	Interstate	1	(\$216.66)	\$0.00
040	-	-	-	-	-	-	-	-	\$0.00	\$0.00
041	Renew	Remove	Ethernet Network Interface - 10 / 100	Port	Code Enforcement / 580 S POWER	-	Interstate	1	(\$54.16)	\$0.00
042	Renew	Remove	ENS - Basic Network Bandwidth	20 Mbps	Code Enforcement / 580 S POWER	-	Interstate	1	(\$216.66)	\$0.00
043	-	-	-	-	-	-	-	-	\$0.00	\$0.00
044	Renew	Remove	Ethernet Network Interface - 10 / 100	Port	City of Deerfield Beach - Pier 18 / 2	-	Interstate	1	(\$54.16)	\$0.00
045	Renew	Remove	ENS - Basic Network Bandwidth	20 Mbps	City of Deerfield Beach - Pier 18 / 2	-	Interstate	1	(\$216.66)	\$0.00
046	-	-	-	-	-	-	-	-	\$0.00	\$0.00
047	Renew	Remove	Ethernet Network Interface - 10 / 100	Port	City of Deerfield Beach - Ranger Of	-	Interstate	1	(\$54.16)	\$0.00
048	Renew	Remove	ENS - Basic Network Bandwidth	20 Mbps	City of Deerfield Beach - Ranger Of	-	Interstate	1	(\$216.66)	\$0.00
049	-	-	-	-	-	-	-	-	\$0.00	\$0.00
050	Renew	Remove	Ethernet Network Interface - 10 / 100	Port	City of Deerfield Beach - Senior Cit	-	Interstate	1	(\$54.16)	\$0.00

* Services Location Details attached

Charges are Exclusive of Equipment Fees

PAGE 2 SUBTOTAL:

(\$7,695.13)

\$0.00



COMCAST ENTERPRISE SERVICES SALES ORDER FORM

SERVICES AND PRICING

Account Name: **City of Deerfield Beach**

Date:

MSA ID#: **FL-276815-dkeen**

SO ID#: **FL-276815-dkeen-29217972**

PAGE 3 of 7

Solution Charges

Line	Request	Action	Service(s)	Description	Service Location A*	Service Location Z*	Tax Jurisdiction	Qty	Monthly	One-Time
051	Renew	Remove	ENS - Basic Network Bandwidth	20 Mbps	City of Deerfield Beach - Senior Citi	-	Interstate	1	(\$216.66)	\$0.00
052	-	-	-	-	-	-	-	-	\$0.00	\$0.00
053	Renew	Remove	Ethernet Network Interface - 10 / 100	Port	City of Deerfield Beach - Aquatic A	-	Interstate	1	(\$54.16)	\$0.00
054	Renew	Remove	ENS - Basic Network Bandwidth	20 Mbps	City of Deerfield Beach - Aquatic A	-	Interstate	1	(\$216.66)	\$0.00
055	-	-	-	-	-	-	-	-	\$0.00	\$0.00
056	Renew	Remove	Ethernet Network Interface - 10 / 100	Port	71 SE 21ST AVE / 71 SE 21ST AV	-	Interstate	1	(\$54.16)	\$0.00
057	Renew	Remove	ENS - Basic Network Bandwidth	20 Mbps	71 SE 21ST AVE / 71 SE 21ST AV	-	Interstate	1	(\$216.66)	\$0.00
058	-	-	-	-	-	-	-	-	\$0.00	\$0.00
059	Renew	Remove	Ethernet Network Interface - 10 / 100	Port	1345 SW 11TH WAY / 1345 SW 1	-	Interstate	1	(\$54.16)	\$0.00
060	Renew	Remove	ENS - Basic Network Bandwidth	20 Mbps	1345 SW 11TH WAY / 1345 SW 1	-	Interstate	1	(\$216.66)	\$0.00
061	-	-	-	-	-	-	-	-	\$0.00	\$0.00
062	Renew	Remove	Ethernet Network Interface - 10 / 100	Port	Trailer / 1601 E Hillsboro Blvd	-	Interstate	1	(\$46.03)	\$0.00
063	Renew	Remove	ENS - Priority Network Bandwidth	50 Mbps	Trailer / 1601 E Hillsboro Blvd	-	Interstate	1	(\$278.97)	\$0.00
064	-	-	-	-	-	-	-	-	\$0.00	\$0.00
065	-	-	-	-	-	-	-	-	\$0.00	\$0.00
066	Renew	Add	EDI - Network Interface - 10 Gig	Port	Fire Rescue / 1441 SW 11TH WAY	-	Interstate	1	\$0.00	\$0.00
067	Renew	Add	EDI - Bandwidth	2000 Mbps	Fire Rescue / 1441 SW 11TH WAY	-	Interstate	1	\$985.05	\$0.00
068	Renew	Add	IPv4 Static Address Block /28 (14)	Static IP	Fire Rescue / 1441 SW 11TH WAY	-	Interstate	1	\$35.00	\$0.00
069	Renew	Add	EDI - Network Interface - Gig E	Port	Fire Rescue / 1441 SW 11TH WAY	-	Interstate	1	\$0.00	\$0.00
070	Renew	Add	EDI - Bandwidth	100 Mbps	Fire Rescue / 1441 SW 11TH WAY	-	Interstate	1	\$400.00	\$0.00
071	Renew	Add	Ethernet Network Interface - 10 Gig	Port	Fire Rescue / 1441 SW 11TH WAY	-	Interstate	1	\$244.99	\$0.00
072	Renew	Add	ENS - Basic Network Bandwidth	2000 Mbps	Fire Rescue / 1441 SW 11TH WAY	-	Interstate	1	\$305.01	\$0.00
073	-	-	-	-	-	-	-	-	\$0.00	\$0.00
074	New	Add	EDI - Network Interface - 10 Gig	Port	City Hall / 150 NE 2ND AVE	-	Interstate	1	\$0.00	\$0.00
075	New	Add	EDI - Bandwidth	1000 Mbps	City Hall / 150 NE 2ND AVE	-	Interstate	1	\$700.00	\$0.00
076	New	Add	IPv4 Static Address Block /29 (6)	Static IP	City Hall / 150 NE 2ND AVE	-	Interstate	1	\$30.00	\$0.00
077	Renew	Add	Ethernet Network Interface - Gig E	Port	City Hall / 150 NE 2ND AVE	-	Interstate	1	\$109.96	\$0.00
078	Renew	Add	ENS - Basic Network Bandwidth	1000 Mbps	City Hall / 150 NE 2ND AVE	-	Interstate	1	\$340.04	\$0.00
079	-	-	-	-	-	-	-	-	\$0.00	\$0.00
080	Renew	Add	Ethernet Network Interface - 10 / 100 (HFC)	Port	1601 E HILLSBORO BLVD / 1601	-	Interstate	1	\$30.82	\$0.00
081	Renew	Add	ENS - Priority Network Bandwidth (HFC)	100 Mbps	1601 E HILLSBORO BLVD / 1601	-	Interstate	1	\$269.18	\$0.00
082	-	-	-	-	-	-	-	-	\$0.00	\$0.00
083	Renew	Add	Ethernet Network Interface - 10 / 100	Port	City of Deerfield Beach-DFB-Gools	-	Interstate	1	\$28.33	\$0.00
084	Renew	Add	ENS - Basic Network Bandwidth	100 Mbps	City of Deerfield Beach-DFB-Gools	-	Interstate	1	\$226.67	\$0.00
085	-	-	-	-	-	-	-	-	\$0.00	\$0.00
086	Renew	Add	EDI - Network Interface - Gig E	Port	Deerfield Bch Cams / 200 NE 21ST	-	Interstate	1	\$0.00	\$0.00
087	Renew	Add	EDI - Bandwidth	500 Mbps	Deerfield Bch Cams / 200 NE 21ST	-	Interstate	1	\$580.00	\$0.00
088	Renew	Add	IPv4 Static Address Block /29 (6)	Static IP	Deerfield Bch Cams / 200 NE 21ST	-	Interstate	1	\$30.00	\$0.00
089	Renew	Add	Mid Mkt Mgd Svcs - Mgd Router	Service	Deerfield Bch Cams / 200 NE 21ST	-	Interstate	1	\$45.00	\$0.00
090	Renew	Add	HW - Router Service	Service	Deerfield Bch Cams / 200 NE 21ST	-	Interstate	1	\$60.00	\$0.00
091	Renew	Add	ActiveCore Equipment - Medium	Service	Deerfield Bch Cams / 200 NE 21ST	-	Interstate	1	\$30.00	\$0.00
092	-	-	-	-	-	-	-	-	\$0.00	\$0.00
093	Renew	Add	EDI - Network Interface - 10 / 100	Port	DFB Tree Zoo / 2841 W HILLSBOR	-	Interstate	1	\$0.00	\$0.00
094	Renew	Add	EDI - Bandwidth	100 Mbps	DFB Tree Zoo / 2841 W HILLSBOR	-	Interstate	1	\$400.00	\$0.00
095	Renew	Add	IPv4 Static Address Block /29 (6)	Static IP	DFB Tree Zoo / 2841 W HILLSBOR	-	Interstate	1	\$30.00	\$0.00
096	-	-	-	-	-	-	-	-	\$0.00	\$0.00
097	Renew	Add	Ethernet Network Interface - Gig E	Port	City of Deerfield Beach - Campus /	-	Interstate	1	\$131.92	\$0.00
098	Renew	Add	ENS - Basic Network Bandwidth	300 Mbps	City of Deerfield Beach - Campus /	-	Interstate	1	\$280.08	\$0.00
099	-	-	-	-	-	-	-	-	\$0.00	\$0.00
100	Renew	Add	Ethernet Network Interface - Gig E	Port	445 SW 2ND ST / 445 SW 2ND ST	-	Interstate	1	\$131.92	\$0.00
101	Renew	Add	ENS - Basic Network Bandwidth	300 Mbps	445 SW 2ND ST / 445 SW 2ND ST	-	Interstate	1	\$280.08	\$0.00
102	-	-	-	-	-	-	-	-	\$0.00	\$0.00

* Services Location Details attached

Charges are Exclusive of Equipment Fees

PAGE 3 SUBTOTAL:

\$4,349.93

\$0.00



COMCAST ENTERPRISE SERVICES SALES ORDER FORM

SERVICES AND PRICING

Account Name: City of Deerfield BeachDate: MSA ID#: FL-276815-dkeenSO ID#: FL-276815-dkeen-29217972

PAGE 4 of 7

Solution Charges

Line	Request	Action	Service(s)	Description	Service Location A*	Service Location Z*	Tax Jurisdiction	Qty	Monthly	One-Time
103	Renew	Add	Ethernet Network Interface - 10 / 100	Port	50 HILLSBORO TECHNOLOGY DR	-	Interstate	1	\$28.33	\$0.00
104	Renew	Add	ENS - Basic Network Bandwidth	100 Mbps	50 HILLSBORO TECHNOLOGY DR	-	Interstate	1	\$226.67	\$0.00
105	-	-	-	-	-	-	-	-	\$0.00	\$0.00
106	Renew	Add	Ethernet Network Interface - 10 / 100	Port	511 NE 44TH ST / 511 NE 44TH S	-	Interstate	1	\$28.33	\$0.00
107	Renew	Add	ENS - Basic Network Bandwidth	100 Mbps	511 NE 44TH ST / 511 NE 44TH S	-	Interstate	1	\$226.67	\$0.00
108	-	-	-	-	-	-	-	-	\$0.00	\$0.00
109	Renew	Add	Ethernet Network Interface - 10 / 100	Port	Code Enforcement / 580 S POWER	-	Interstate	1	\$28.33	\$0.00
110	Renew	Add	ENS - Basic Network Bandwidth	100 Mbps	Code Enforcement / 580 S POWER	-	Interstate	1	\$226.67	\$0.00
111	-	-	-	-	-	-	-	-	\$0.00	\$0.00
112	Renew	Add	Ethernet Network Interface - 10 / 100	Port	City of Deerfield Beach - Pier 18 / 2	-	Interstate	1	\$28.33	\$0.00
113	Renew	Add	ENS - Basic Network Bandwidth	100 Mbps	City of Deerfield Beach - Pier 18 / 2	-	Interstate	1	\$226.67	\$0.00
114	-	-	-	-	-	-	-	-	\$0.00	\$0.00
115	Renew	Add	Ethernet Network Interface - 10 / 100	Port	City of Deerfield Beach - Ranger Of	-	Interstate	1	\$28.33	\$0.00
116	Renew	Add	ENS - Basic Network Bandwidth	100 Mbps	City of Deerfield Beach - Ranger Of	-	Interstate	1	\$226.67	\$0.00
117	-	-	-	-	-	-	-	-	\$0.00	\$0.00
118	Renew	Add	Ethernet Network Interface - Gig E	Port	City of Deerfield Beach - Senior Citi	-	Interstate	1	\$131.92	\$0.00
119	Renew	Add	ENS - Basic Network Bandwidth	300 Mbps	City of Deerfield Beach - Senior Citi	-	Interstate	1	\$280.08	\$0.00
120	-	-	-	-	-	-	-	-	\$0.00	\$0.00
121	Renew	Add	Ethernet Network Interface - 10 / 100	Port	City of Deerfield Beach - Aquatic At	-	Interstate	1	\$28.33	\$0.00
122	Renew	Add	ENS - Basic Network Bandwidth	100 Mbps	City of Deerfield Beach - Aquatic At	-	Interstate	1	\$226.67	\$0.00
123	-	-	-	-	-	-	-	-	\$0.00	\$0.00
124	Renew	Add	Ethernet Network Interface - 10 / 100	Port	71 SE 21ST AVE / 71 SE 21ST AV	-	Interstate	1	\$28.33	\$0.00
125	Renew	Add	ENS - Basic Network Bandwidth	100 Mbps	71 SE 21ST AVE / 71 SE 21ST AV	-	Interstate	1	\$226.67	\$0.00
126	-	-	-	-	-	-	-	-	\$0.00	\$0.00
127	Renew	Add	Ethernet Network Interface - 10 / 100	Port	1345 SW 11TH WAY / 1345 SW 11	-	Interstate	1	\$28.33	\$0.00
128	Renew	Add	ENS - Basic Network Bandwidth	100 Mbps	1345 SW 11TH WAY / 1345 SW 11	-	Interstate	1	\$226.67	\$0.00
129	-	-	-	-	-	-	-	-	\$0.00	\$0.00
130	Renew	Add	Ethernet Network Interface - 10 / 100	Port	Trailer / 1601 E Hillsboro Blvd	-	Interstate	1	\$26.20	\$0.00
131	Renew	Add	ENS - Priority Network Bandwidth	100 Mbps	Trailer / 1601 E Hillsboro Blvd	-	Interstate	1	\$228.80	\$0.00
132	-	-	-	-	-	-	-	-	\$0.00	\$0.00
133	-	-	-	-	-	-	-	-	\$0.00	\$0.00
134	-	-	-	-	-	-	-	-	\$0.00	\$0.00
135	-	-	-	-	-	-	-	-	\$0.00	\$0.00
136	-	-	-	-	-	-	-	-	\$0.00	\$0.00
137	-	-	-	-	-	-	-	-	\$0.00	\$0.00
138	-	-	-	-	-	-	-	-	\$0.00	\$0.00
139	-	-	-	-	-	-	-	-	\$0.00	\$0.00
140	-	-	-	-	-	-	-	-	\$0.00	\$0.00
141	-	-	-	-	-	-	-	-	\$0.00	\$0.00
142	-	-	-	-	-	-	-	-	\$0.00	\$0.00
143	-	-	-	-	-	-	-	-	\$0.00	\$0.00
144	-	-	-	-	-	-	-	-	\$0.00	\$0.00
145	-	-	-	-	-	-	-	-	\$0.00	\$0.00
146	-	-	-	-	-	-	-	-	\$0.00	\$0.00
147	-	-	-	-	-	-	-	-	\$0.00	\$0.00
148	-	-	-	-	-	-	-	-	\$0.00	\$0.00
149	-	-	-	-	-	-	-	-	\$0.00	\$0.00
150	-	-	-	-	-	-	-	-	\$0.00	\$0.00
151	-	-	-	-	-	-	-	-	\$0.00	\$0.00
152	-	-	-	-	-	-	-	-	\$0.00	\$0.00
153	-	-	-	-	-	-	-	-	\$0.00	\$0.00

* Services Location Details attached

Charges are Exclusive of Equipment Fees

PAGE 4 SUBTOTAL:

\$2,707.00

\$0.00



COMCAST ENTERPRISE SERVICES SALES ORDER FORM

SERVICE LOCATION DETAIL INFORMATION

Date: MSA ID#: SO ID#: Account Name:

PAGE 5 of 7

Line	Location Name/Site ID	Address 1	Address 2	City	State	Zip Code	Incremental Equipment Fee	Technical/Local Contact Name	Technical/Local Contact Phone #	Technical/Local Contact Email Address	Technical Contact On Site (Yes/No)
1	Fire Rescue	1441 SW 11TH WAY		DEERFIELD BEACH	FL	33441	\$0.00				
2	City Hall	150 NE 2ND AVE		DEERFIELD BEACH	FL	33441	\$0.00				
3	1601 E HILLSBORO BLVD	1601 E HILLSBORO BLVD		DEERFIELD BEACH	FL	33441	\$0.00				
4	City of Deerfield Beach-DFB	200 GOOLSBY BLVD		DEERFIELD BEACH	FL	33442	\$0.00				
5	Deerfield Bch Cams	200 NE 21ST AVE		DEERFIELD BEACH	FL	33441	\$0.00				
6	DFB Tree Zoo	2841 W HILLSBORO BLVD	Bldg B	DEERFIELD BEACH	FL	33442	\$0.00				
7	City of Deerfield Beach - Cam	401 SW 4TH ST		DEERFIELD BEACH	FL	33441	\$0.00				
8	445 SW 2ND ST	445 SW 2ND ST		DEERFIELD BEACH	FL	33441	\$0.00				
9	50 HILLSBORO TECHNOLOGY	50 HILLSBORO TECHNOLOGY		DEERFIELD BEACH	FL	33441	\$0.00				
10	511 NE 44TH ST	511 NE 44TH ST		DEERFIELD BEACH	FL	33064	\$0.00				
11	Code Enforcement	580 S POWERLINE RD		DEERFIELD BEACH	FL	33442	\$0.00				
12	City of Deerfield Beach - Pier	200 S Ocean Way		DEERFIELD BEACH	FL	33441	\$0.00				
13	City of Deerfield Beach - Ran	2841 W HILLSBORO BLVD		DEERFIELD BEACH	FL	33442	\$0.00				
14	City of Deerfield Beach - Sen	227 NW 2ND AVE		DEERFIELD BEACH	FL	33441	\$0.00				
15	City of Deerfield Beach - Aqu	501 SE 6th Ave		DEERFIELD BEACH	FL	33441	\$0.00				
16	71 SE 21ST AVE	71 SE 21ST AVE		DEERFIELD BEACH	FL	33441	\$0.00				
17	1345 SW 11TH WAY	1345 SW 11TH WAY		DEERFIELD BEACH	FL	33441	\$0.00				
18	Trailer	1601 E Hillsboro Blvd		DEERFIELD BEACH	FL	33441	\$0.00				
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COMCAST ENTERPRISE SERVICES SALES ORDER FORM

SERVICE LOCATION DETAIL INFORMATION

Date: MSA ID#: SO ID#: Account Name:

PAGE 6 of 7

Line	Location Name/Site ID	Address 1	Address 2	City	State	Zip Code	Incremental Equipment Fee	Technical/Local Contact Name	Technical/Local Contact Phone #	Technical/Local Contact Email Address	Technical Contact On Site (Yes/No)
38											
39											
40											
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City of Deerfield Beach

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

Face Sheet File Number: I.D. 2025-603

Agenda Date: 12/16/2025

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 ranking and award of Request for Proposal No. 25-039 for emergency project management services to Tetra Tech, Inc.; authorizing execution of an agreement with Tetra Tech, Inc., the top ranked responsive and responsible proposer, for a three-year term with two additional one-year renewal terms; providing for implementation and an effective date. (Funds from Account #100-200-210-2100-000-52100-503263 - Emergency Management Services)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: TBD

Account Name: Emergency Management Services

Account Number: 100-200-210-2100-000-52100-503263

Background/History

The oversight for FEMA reimbursements has been predominately conducted by the City's finance department.

Current Activity

The City's Procurement Division issued Request for Proposal No. 25-039 (the "RFP") to obtain proposals from qualified firms to provide stand-by comprehensive pre- and post-disaster recovery management services. The Scope of Services entails assisting the City with the identification, cost recovery, expense tracking, and reimbursement submissions to FEMA. The selected firm will have experienced staff from a national, state and/or local emergency management agency. The services are provided based upon twelve different discipline categories at specific hourly rates for each discipline, and the City determines which services are to be provided on a stand-by, as-needed, basis. Therefore, the cost for the services will vary dependent upon the services provided at the time. The total costs incurred by the City are reimbursable by the State of Florida.

Recommendation

The Evaluation Committee has forwarded its ranking and recommendation to award the RFP to Tetra Tech, Inc., the top-ranked responsive and responsible proposer.

RESOLUTION NO. 2025/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE RANKING AND AWARD OF REQUEST FOR PROPOSAL NO. 25-039 FOR EMERGENCY PROJECT MANAGEMENT SERVICES TO TETRA TECH, INC.; AUTHORIZING EXECUTION OF AN AGREEMENT WITH TETRA TECH, INC., THE TOP RANKED RESPONSIVE AND RESPONSIBLE PROPOSER, FOR A THREE-YEAR TERM WITH TWO ADDITIONAL ONE-YEAR RENEWAL TERMS; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, the City issued Request for Proposals No. 25-039 (the “RFP”) to obtain proposals from qualified firms that could provide Emergency Project Management Services on a standby basis for comprehensive pre and post disaster recovery, as further detailed in the RFP (collectively, the “Services”); and

WHEREAS, the RFP was advertised in the legal notices section of the Broward County designated publicly accessible website on July 9, 2025 and the notice was also sent to 742 prospective respondents via the e-Procurement Marketplace; and

WHEREAS, 25 vendors viewed the RFP documents; and

WHEREAS, on September 3, 2025, at 2:00 p.m., the due date and time for the responses, the Purchasing and Contract Division (the “Division”) opened the six proposals that were timely received, and reviewed the proposals to ensure they met the RFP requirements; and

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

WHEREAS, the evaluation committee meeting was held on November 3, 2025 to score the responses based on the weighted criteria stated in the RFP; and

WHEREAS, following the scoring, the evaluation committee was unanimous in their decision to make a recommendation to approve the committee’s ranking (the “Ranking”) and award of the RFP to Tetra Tech, Inc., the top ranked responsive and responsible proposer, (“Tetra Tech”), and authorize the City Manager to execute an agreement with Tetra for the Services for a three year term, with two additional one year renewal options.

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 Ranking, and the award of the RFP to Tetra Tech, the top ranked responsive and responsible Proposer to the RFP.

Section 3. The City Manager is hereby authorized to execute an agreement with Tetra Tech for the Services for a three year term, with two additional one year renewal options, consistent with the terms of the RFP, together with such additional terms as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

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

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2025.

CITY OF DEERFIELD BEACH

TODD DROSKY, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK



Memorandum

TO: Sean Gladieux, Director of Office of Public Safety

FROM: Eddyson Etienne, Senior Buyer

THRU: Oleg Gorokhovsky, Chief Financial Officer | CFO

DATE: November 12, 2025

SUBJECT: Emergency Project Management, RFP No. 25-039

The Procurement and Contract Administration Division issued a Request for Proposal for Emergency Project Management, RFP No. 25-039. This formal competitive solicitation process complies with the City of Deerfield Beach procurement requirements. Details of the competitive solicitation process are as follows:

- On March July 9, 2025, the RFP was advertised in the legal notices section of the Broward County Website. The notice was sent to seven hundred and forty-two (742) prospective Proposers via the e- Procurement Marketplace.
- Twenty-five (25) vendors viewed the documents of the RFP.
- Three (3) Addendums were issued to make additions, deletions, and changes to the RFP solicitation.
- On July 29, 2025 at 10:00 a.m., a Non-Mandatory Pre-Proposal Conference was held online via Microsoft Teams.
- On September 3, 2025 at 2:00 p.m. EST, the Procurement and Contract Administration Division closed and unsealed six (6) responses. The responses were reviewed by the Procurement and Contract Administration Division to ensure the responses met the RFP requirements.
- No Proposer submitted a “No Bid” response to the RFP
- Reference checks were conducted on all firms and revealed positive ratings.
- All firms were found to be responsive and responsible.
- Subsequently, each member of the Evaluation Committee appointed by the City Manager received their evaluation packages that consist of: proposal, evaluation committee policies and procedures, and the evaluation scoresheets.

- Each Evaluation Committee Member independently reviewed and scored the six (6) responsive proposals in accordance with the weighted criteria stated in the RFP prior to the scheduled initial Evaluation Committee meeting.
- The proposals were evaluated based on the following weighted criteria:

Criteria	Maximum Points
Proposer Team's Experience & Background	30pts
Approach	25pts
Capacity	25pts
Fee Proposal	20pts

- On November 3, 2025, at 1:00 P.M. EST, the Initial and Final Evaluation Committee meeting was held to discuss the six (6) proposals and rank the proposers.
- The Evaluation Committee consisted of the following:
 - Serge Denis, Accounting Manager, Financial Services
 - Dayana Gonzalez, Risk/Benefit Manager, Human Resources Department
 - Richard Sievers, Emergency Management Coordinator, Office of Public Safety
- The proposals were scored by each Evaluation Committee members independently as follows:

<u>Firm</u>	<u>Score</u>	<u>Ranking</u>
Tetra Tech, Inc	266.01	1
GrantWorks Inc	262.89	2
High Street Consulting, LLC	259.63	3
Disaster Program & Operations, Inc	246.75	4
Accenture Infrastructure and Capital Projects, LLC	237.91	5
AC Disaster Consulting, LLC	237.77	6

- Richard Sievers made a motion to accept the Evaluation Committee's recommendation of ranking and have Procurement submit the Intent to Award Notice of the Proposed Recommendation for approval. This motion was seconded by Dayana Gonzalez. The Evaluation Committee was unanimous in their decision.
- The Evaluation Committee's recommendation of ranking and Notice of Intent to Award were posted on the Procurement and Contract Administration Division website and City Monitors on November 5, 2025 through November 10, 2025, which provided an opportunity for any proposer or interested party to present any new or additional information regarding the responsiveness and responsibility of the proposers. There was no additional information

submitted within this timeframe.

- Documentation related to this solicitation may be obtained by emailing eetienne@deerfield-beach.com. You may contact the Purchasing and Contract Administration Division at 954-250-4064 with any questions.

In summary, the Evaluation Committee recommended that the City Commission approve the ranking and award a contract to the top ranked Proposer Tetra Tech, Inc.. The terms of the contract shall be for a period of three (3) years with the option to renew for two (2) additional one (1) year periods.

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

Att. Bid Summary, Scope of Work, Fee Proposal Tabulation, and Agreement

The City of Deerfield Beach, FL Bid Summary

Bid Information

Bid Creator Eddyson Etienne Senior Buyer
Email eetienne@deerfield-beach.com
Phone 954 (250) 4039
Fax

Bid Number RFP 25-039 Addendum 3
Title Emergency Project Management (REBID)
Bid Type RFP
Issue Date 7/9/2025 05:26 PM (ET)
Close Date 9/3/2025 02:00:00 PM (ET)

Contact Information

Address City of Deerfield Beach
401 SW 4th Street
Deerfield Beach, FL 33441

Contact Eddyson Etienne
Department Purchasing and Contract
Administration Division

Building A
Floor/Room 2nd
Telephone (954) 250-4039
Fax
Email eetienne@deerfield-beach.com

Ship to Information

Address

Contact
Department Public Safety Department
Building
Floor/Room
Telephone
Fax
Email

Invited Suppliers (742)

Supplier Name	Contact Name	City, State	Invitation Email	Invite Type
22nd Century Technologies, Inc.	Shikha Sharma	McLean, VA	sledbids@tscti.com	Auto
24-7 Consulting, LLC	Mellisa McColley	Apopka, FL	Corporate@247ConsultingLLC.com	Auto
300 Engineering Group, P.A.		Miami, FL	fatorrealba@300engineering.com	Auto
A ONE FIRE EQUIPMENT INC	JOANNE LANGTON	LAKE MARY, FL	joanne.langton@aonefire.com	Auto
A Thriving Trust (JOEANNETHOMASJOSEPH COMPANY)	JoeAnne M Thomas-Joseph	Lehigh Acres, FL	asputnik7network@gmail.com	Auto
A&H ACCOUNTING AND TAX SERVICES (A&P Business Services and Graphics, LLC)	TILLMAN J MCFADDEN	CORAL SPRINGS, FL		Auto
A+ Editing & Content Creation		Fort Lauderdale, FL	attiyaa@apluseditor.com	Auto
A-1 General Contracting Services Corp	Livan Cardoso	Hollywood, FL	a1gcscorp@gmail.com; raikocairo@gmail.com	Auto
ABACO Engineering, Inc.	Azita Behmardi	Parkland, FL	abehmardi@abacoengineering.com	Auto
ABIR Networks	Rajkranti Ahirwar	Bhopal,	rajkranti.ahirwar@abirnetworks.com	Auto
Absolute Civil Engineering Solutions, LLC	Tiffany Leal	Davie, FL	treal@absoluteces.com	Auto
ACAI Associates, Inc.	Melvyn Atencio	Fort Lauderdale, FL	matencio@aecmworld.com	Auto
Accenture Infrastructure and Capital Projects, LLC		Ocoee, FL	ANS-Marketing@accenture.com	Auto
Acordis International Corp	Jay Shumney	Miramar, FL	jshumney@acordiscorp.com	Auto
Action Group MGMT	Gina Castillo	MIRAMAR, FL	gc@agmservices.us	Auto
Active Team Marketing (Paim Corp)	Michael Paim	Deerfield Beach, FL	mike@paimcorp.com	Auto
Advanced Archaeology, Inc.	Joseph F. Mankowski	Ft. Lauderdale, FL	contact@advancedarchaeology.com	Auto
Advanced Control Corporation	David Clendaniel	Ft. Lauderdale, FL	dclendaniel@advancedcontrolcorp.com	Auto
Advanced Enviro Systems	Ninette Warren	Chester, PA	nwarren@advenviro.com	Auto
Advanced Nationwide Security Corporation	Anthony Ilesanmi	Tampa, FL	rotabod@yahoo.com	Auto
Advanced Security Solutions, Inc	Mark Ricciardi	Coral Springs, FL	mark@assi-global.com	Auto
AE Assistance Group		Tallahassee, FL	randiv@aeassistancegroup.com	Auto
AE Engineering Inc.	Roderick Myrick, P.E. - President	LAUDERHILL, FL	info@aeengineeringinc.com	Auto
AEAK LLC	Antonio Evangelista	Loxahatchee, FL	registrations@aeak.net	Auto
AEI Consultants (All Environmental, Inc.)	Aboud Abdelghani	Boca Raton, FL		Auto
AFA Protective Systems, Inc.	Steve Griffin	Tampa, FL		Auto
AFL INTERNATIONAL CONSULTING STAFF AND SERVICES INC (FRANCISCO AROSTEGUI JR AFL INTERNATIONAL CONSULTING STAFF)	FRANCISCO AROSTEGUI	MIAMI, FL	Francisco.Arostegui@aflicss.com	Auto
Aftermath Disaster Recovery	Melanie Corley	Prosper, TX	rfps@aftermathdisaster.com; RFPs@aftermathdisaster.com	Auto
AIP US, LLC	Min Wang	Millburn, NJ	mwang@aip-us.com	Auto
AirQuest Environmental Inc.		Fort Lauderdale, FL	orders@airquestinc.com	Auto
AIT Electric	Nick Giannoutsos	coconut creek, FL		Auto
Akkodis	Alexandre Gerling	Orlando, FL	alex.gerling@akkodisgroup.com	Auto
Alcounti General Contractors, Inc.	Marcia Nelson	Lauderhill, FL		Auto
All City Ads	Roger Combs	Davie, FL	roger@allcityads.com	Auto

Alliance Background LLC (Alliance BackgroundLLC)	Brittany Bollinger	Largo, FL	bbollinger@alliancebackground.com; ccafaro@alliancebackground.com	Auto
Almighty Protection Services 2LLC	Joseph "Sarge" Simpson	PEMBROKE PINES, FL	almightyprotectionfl@gmail.com	Auto
Alpha & Omega Fingerprinting and Notary Services	Inger Moore	Deerfield Beach, FL	alpha.omega0407@gmail.com	Auto
Alpha Security & Fire Alarm Services, Inc.	Brian Pinnock	SUNrise, FL	brian.pinnock@alphasf.com	Auto
Alpha1 Staffing/Search Firm, LLC (Alpha1 Staffing)	Garrie Harris	Miramar, FL	gharris@alpha1staffing.com	Auto
Amano McGann Inc.	Elizabeth Clemente	Pompano Beach, FL	elizabeth.clemente@amanomcgann.com	Auto
Amano McGann, Inc	Robert Beltran	Pompano Beach, FL		Auto
American Guard Services, Inc	Nagah Abdelshahid	Carson, CA		Auto
American Guard Services, Inc.		Carson, CA		Auto
American Protection Bureau (APB SECURITY)	Tom Acosta	Deerfield Beach, FL	tacosta@apbinc.com	Auto
American Toner & Ink Corp.	Freddy Acero	Pompano Beach, FL		Auto
Americaneagle.com (Svanaco, Inc.)	Brian Garabedian	Des Plaines, IL		Auto
AmeriCheckUSA	Scott Joseph	Hollywood, FL	OfficeManager@americhckusa.com	Auto
Analytica (Herbert A. Marlowe, Jr.)	Herb Marlowe	Newberry, FL	HMarlowe@aol.com	Auto
Ancher, Inc.	Ronald McKenzie	Weston, FL	rmckenzie@ancher.tech	Auto
Apex Companies, LLC		Jacksonville, FL		Auto
Apex Companies, LLC	Stephanie Villatoro	TAMPA, FL		Auto
Apex Technology Management	Scott Putnam	Redding, CA	sputnam@apex.com	Auto
Applied Pavement Technology, Inc.	Tracey Smith	Reno, NV	tsmith@appliedpavement.com	Auto
APTIM Environmental & Infrastructure, LLC.	Tracie McCauley	Boca Raton, FL	tracie.mccauley@aptim.com	Auto
Aquatic Control Group, Inc	Mark Brooks	Miami, FL	Brooksie22@aol.com	Auto
AR MAINTENANCE SOLUTIONS INC.		Lauderdale Lakes, FL		Auto
Architects Design Collaborative	Gina Montana	Port St. Lucie, FL	admin@adc-architects.net	Auto
Area Fence Group, LLC	Ariel Garces	Pembroke Pines, FL	ARIEL@AREAFENCECO.COM	Auto
Armer Protection (Armer Fire and Security)	Ralph Shannon	Pompano Beach, FL	service@armer.net	Auto
Arquitectonica International Corporation	Katie Evans	Miami, FL	kevans@arquitectonica.com	Auto
Arrow Security Corp	Douglas Burnam	Boca Raton, FL		Auto
ARS Environmental	Mike Trivisonno	Plantation, FL	mike@arsenvironmental.com	Auto
ARS National Services Inc	Phillip Prince	Escondido, CA		Auto
Artaic Group	Gregg Harris	Hollywood, FL	gregg.harris@artaicgroup.com	Auto
Ascendo Resources	Humberto Contreras	Fort Lauderdale, FL		Auto
Associated Consulting Professionals, Inc.	Genia Penna	Oldsmar, FL	apenna@tampabay.rr.com	Auto
ASSOCIATED UNIVERSITIES, INC (ASSOCIATED UNIVERSITIES, INC.)	Dave Curren	Washington, DC		Auto
ATCi Communications, Inc.	Marcus Moreno	Miami, FL	mmoreno@atcsystems.com	Auto
Atkins North America, Inc.	Christie Kersey	Tampa, FL		Auto
ATL Diversified, Inc. (Arbor Tree & Land, Inc.)	Bill Hodges	Lake Worth, FL	Bids@atldiversified.com	Auto
Automated Merchant Systems	Nancy Murphy	Altamonte Springs, FL	nmurphy@automatedmerchant.com	Auto
Avaap USA LLC	Diane Effinger	Columbus, OH	diane.effinger@avaap.com	Auto
Avsd Solutions, LLC	Luiz Mourao	Coral Springs, FL	avdsolutions@hotmail.com	Auto
AWC Inc	Jon Hanger	Orlando, FL	jon.hanger@awc-inc.com	Auto
B6 Security & Investigations inc	Donna Smith	Heathrow, FL	Donna@b6security.com	Auto
BAE Urban Economics, Inc. (London)	Lisa London	Berkeley, CA	lisalondon@bae1.com	Auto
Baker Tilly Virchow Krause, LLP	Sunny Larsen	St. Paul, MN	ssrfp@bakertilly.com	Auto
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Housing Foundation of America, Inc (Housing Foundation of America, Inc.)	Jeremy Montanti	Pembroke Pines, FL	hope.fcs@gmail.com	Auto
HOWARD TECHNOLOGY SOLUTIONS (Howard Industries Inc)	Melissa Reeves	Ellisville, MS	jeremy@approvedbyhud.org	Auto
HR Compensation Consultants, LLC	Katherine Busch	Boynton Beach, FL	bids@howardcomputers.com	Auto
HR&A Advisors	Natalie Sandoval	New York, NY	katiebusch@hrcompconsultants.com	Auto
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HSQ Group, Inc.	BethAnn Shay	Boca Raton, FL	hrtconstructiongroup@gmail.com	Auto
Hypower, LLC	Carlos Mora	Fort Lauderdale, FL	bethann@hsqgroup.net	Auto
I Find u INvestigations LLC	David Emanuel	Parkalnd, FL	cmora@hypowerinc.com	Auto
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ICE (International Consulting Engineers Inc)	James Khalil	Delray Beach, FL	bids@iem.com	Auto
			jkhilil@ice-inc.net	Auto

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In Focus Mobility	JoAnne Chalom	Coral Springs, FL	jchalom@infocusmobility.com	Auto
Indigo Architecture (Indigo Architecture Consulting Inc.)	Gia Plaza100____	Fort Myers, FL	gia@indigoarchitecture.com	Auto
Industrial/Organizational Solutions, Inc.	Mandy	Oak Brook, IL	proposals@iosolutions.com	Auto
Infor Public Sector, Inc.	CLAUDIA M SANTACOLOMA	Alpharetta, GA		Auto
InfoSight, Inc.	Carol Herrera	Miami Lakes, FL	cherrera@infosightinc.com	Auto
INFO-TECH RESEARCH GROUP INC.	INFO-TECH RESEARCH GROUP INC.	LAS VEGAS, NV	jeshemogie@infotech.com	Auto
Infrastructure Power Systems (IPS Cooling & Power)	Jose Astacio	Orlando, FL	jastacio@infrastructurepower.net	Auto
Ingenium Design, Inc.	Rick Sparkes	Port Allegany, PA	sparkesiii@gmail.com	Auto
Ink Link Marketing, LLC	Kim Miller	Hialeah, FL		Auto
Innuvo, Inc.	Aileen Liverman	Weston, FL	aliverman@innuvo.com	Auto
Inquesta Corporation	Jacques Island	Coral Gables, FL	jisla@inquesta.com	Auto
INSI Cloud Inc	INSI Cloud Inc	Plainsboro, NJ	manik@insicloud.com	Auto
Insight Global		Atlanta, GA	alexa.grippio@insightglobal.com; Max.Meskin@insightglobal.com	Auto
Inspire Placemaking Collective, Inc.	George Kramer	Orlando, FL	rschulman@inspireplacemaking.com	Auto
Integrated Solution Consulting	Daniel Martin	Edwardsville, IL		Auto
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International to Organize Accounts	Sherif Rady Ahmed El Sherif	Royal Palm Beach, FL	smallbusinessintegrity@gmail.com	Auto
INTERSTATE ALL BATTERY CENTER (BRN FLORIDA LLC)	RUBEN RIMERIS	Abu Dhabi, Abu Dhabi LAUDERHILL, FL	dr.sherif@ioa.ae	Auto
Intranet Communications Group, Inc.	Gerard Brandin	Boca Raton, FL		Auto
iPhone and iPad Warehouse	Brian Farrell	North Miami Beach, FL	brian@ppwstores.com	Auto
Iron Shield Networks (Iron-Shield Networks Solutions, LLC)	Iron Shield Networks	Orlando, FL	eric.boyle@ironshieldnetworks.com	Auto
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J.P. Investigative Group, Inc.	Tammy Blackley	Charlotte, NC		Auto
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Jamoa Enterprise, Llc (Jose Amoa Jr)	Jose Amoa Jr	Tamarac, FL	jose@jamoenterprise.net	Auto
Janus Background Investigations (Janus Investigations and Process Serving Inc)	Erin Smith	Hobe Sound, FL	erin@januspi.com	Auto
Jeffrey Donohoe Associates LLC	Jeff Donohoe	Manchester, NH	jeff@teamdonohoe.com	Auto
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JLA Geosciences, Inc.	Julia Pavlock	Jupiter, FL	jpavlock@jlageosciences.com	Auto
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Louminel General Contractor LLC	Louis Marie R Nelson	Miramar, FL		Auto
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PINK EAGLE ROOFING, LLC	CRYSTAL WILSON	WEST PALM BEACH, FL	crystal@pinkeagleroofing.com	Auto
PINKLADY MARKETING (PINKLADY APPLE CREATIONS CORP)	Karen Slosaski	Deerfield Beach, FL	thepinkladyapple@gmail.com	Auto
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Power System Engineering, Inc.	Jame Windisch	Madison, WI		Auto
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PREMIER CONSTRUCTION (PREMIER CONSTRUCTION OF FLORIDA LLC.)	NICHOLAS MARTIN	Deerfield Beach, FL		Auto
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Sol-ARCH, Inc. (Sol-ARCH)	Dulce Conde	Miami, FL	d@sol-arch.com	Auto
Solid Builders Construction Company	Christopher Keltz	Pembroke Pines, FL		Auto
Sounetu LLP (Sounetu Consulting Group)	Magdala Randolphe	PLANTATION, FL	chrisk@solidbuildersconstruction.com	Auto
SPRINGBIRDS CAREGIVERS, INC	robenson louis	Sunrise, FL	mrandolphe@sounetu.com	Auto
Springbrook Software	Lazaro Elias	Portland, OR	info@springbirds.org	Auto
Springsted Waters		Addison, TX		Auto
Springsted Incorporated	Sunny Larsen	Mechanicsville, VA		Auto
Staffactory, LLC. (Chiraz Kelly)	Chiraz Kelly	Los Angeles, CA		Auto
Stantec Consulting Services Inc.	Grace Morales	Deerfield Beach, FL	grace.morales@stantec.com	Auto
STARPOINT INC	Chris Verwoerd	SILER CITY, NC	chris@starpointusa.com	Auto
Strategic Government Resources		Keller, TX	rfp@governmentresource.com	Auto
Strategic Information Analysis Inc. (StratInfo)	Manuel Lasaga	Miami, FL	mlasaga@stratinfo.com	Auto
Strategic Marketing, Inc	Victoria Kroell	Palm Beach Gardens, FL		Auto
Strategic Planning Group, Inc.	Robert Gray	Ponte Vedra Beach, FL	rgray@spginc.org	Auto
StrategySmith, P.A.		Fort Lauderdale, FL	gsmith@strategysmith.com	Auto

Stratus Team, LLC		Coraopolis, PA	marketing@stratusteam.com	Auto
strong tower security inc (derrick madry)	derrick madry	deerfield beach, FL	derrickmadry@yahoo.com	Auto
Suddath Moving & Storage, LLC, DBA	Flavia Souza	Atlanta, GA	flavia.souza@suddath.com	Auto
Suddath Workplace Solutions (The Suddath Companies)				
Summit Exercises and Training LLC	Chuck Stevens-Marrone	st petersburg, FL		Auto
			chuckstevens-marrone@summitet.com	
sun eagle general contractors, corp.	Yamil Castillo	Miami, FL	yamil@suneaglegc.com	Auto
Sunrise Paddleboards. LLC.	Brian Galton	Fort Lauderdale, FL	bgalton@yahoo.com	Auto
Sunshine Enterprise USA LLC	Sam Faragalla	MAITLAND, FL		Auto
SurfBigData LLC	Andrew Lee	Weston, FL	andrewlee@surfbigdata.com	Auto
Syncore Testing LLC	Maylin Huerta	Miami, FL	info@360electricalservices.com	Auto
Synergy Disaster Recovery, LLC	Tracy Doyle	Lafayette, CO	tdoyle@synergy-dr.com	Auto
sysaudits.com llc	david cole	williamsburg, VA	dcole@sysaudits.com	Auto
T2 Systems, Inc	Samson David	Indianapolis, IN		Auto
TAC Security Inc.		San Francisco, CA		Auto
Tadeos Engineering LLC	Luis de la Hoz	Miami Lakes, FL	luis@tadeosengineering.com	Auto
TAJ Realty (TAJ, LLC)	Teneshia Taylor	Davie, FL	ttaylor@tajrealtyonline.com	Auto
Tanner LLC	Mackey Smith	Salt Lake City, UT		Auto
Taylor Engineering	Jamie Gregory	JACKSONVILLE, FL	marketing@taylorengeering.com	Auto
TBE Group, Inc. dba Cardno TBE		Clearwater, FL		Auto
Tech Army, LLC		Hollywood, FL	aignacio@techarmy.com	Auto
Technology Integration Partners	Damon Whitlow	Hoschton, GA	dwhitlow@secure-tip.com	Auto
Tectonic Group International	Raof Shams	Pembroke Pines, FL	raof.shams@tecgi.com	Auto
Terracon Consultants, Inc.	Staci Bolinger	Fort Lauderdale, FL	staci.bolinger@terracon.com	Auto
Tetra Tech, Inc.	Erin Hague	Boynton Beach, FL	joy.shea@tetrattech.com	Auto
The Aditu Agency	Megan Aderele	Deerfield Beach, FL	info@theadituagency.com	Auto
The Archer Company	Rita Archer	Rock Hill, SC	rita.k.archer@archercompany.com	Auto
The ARI Group	John X Rumore	SADDLEBROOK, NJ		Auto
The Avanti Company	Eric Corey	Avon Park, FL		Auto
The Balmoral Group, LLC	Amanda Jorjorian	Winter Park, FL	ajorjorian@balmoralgroup.us	Auto
The Benedict Bullock Group PA	Brian Bullock	DEERFIELD BEACH, FL	brian@thebenedictbullockgroup.com	Auto
The Business Clinic	Tony J Diaz	Miami Springs, FL		Auto
the champion services group inc	James Champion	Miami, FL	jchampion@csgway.com	Auto
The Chappell Group, Inc.	Tyler Chappell	Pompano Beach, FL	tyler@thechappellgroup.com	Auto
the chesapeake group, Inc (The Chesapeake Group, Inc)	susan ackley	Baltimore, MD		Auto
The Collage Companies (Collage Design and Construction Group, Inc.)	Brian Walsh	Lake Mary, FL		Auto
The Concord Group (The Concord Consulting Group of Illinois, Inc.)	Katie Condron	Chicago, IL	katiecondron1@gmail.com	Auto
The Concourse Group	Branden Kiely	Annapolis, MD	bkiely@theconcoursegroup.com	Auto
The Corradino Group, Inc.	Larry C. Johnson	Miami, FL	ljohnson@corradino.com	Auto
The EFCA Group, LLC	Emerson Brown	Miami, FL	emerson_bia@msn.com	Auto
THE FIRE DUDES LLC	MR. SANTOS CORTES	Oakland Park, FL	office.thefiredudes@gmail.com	Auto
The Gehring Group, Inc. (Gehring Insurance Agency, Inc.)	Cindy Thompson	Palm Beach Gardens, FL	cindy.thompson@gehringgroup.com	Auto
The HR Initiative		WEST PALM BEACH, FL	thehrus@gmail.com	Auto
The Lab Iedas, LLC	Pablo Trench	Hollywood, FL	pablo@thelabideas.com	Auto
The Mellgren Planning Group	Michele Mellgren	Fort Lauderdale, FL		Auto
The Mellgren Planning Group Inc.	Michele Mellgren	Deerfield Beach, FL		Auto
The Mercer Group, Inc.	W D Higginbotham Jr	Daytona Beach Shores, FL		Auto
The Merchant Strategy	Cheryl Scott	West Palm Beach, FL	info@themerchantstrategy.com	Auto
The Millionaire Portfolio Group LLC	Shalita Hunter	Hillsboro Beach, FL		Auto
			lita@themillionaireportfoliogroup.com	
The Morganti Group In.	Noelle Lowery	West Palm Beach, FL	marketingfl@morganti.com	Auto
The Mosaic Group (Upscale Events by Mosaic)	Sophia Nelson	West Palm Beach, FL		Auto
The Mosaic Group (Upscale Events by Mosaic, Inc.)	Ann Marie Sorrell	West Palm Beach, FL	annmarie@mosaicgroup.co	Auto
The Rehmann Group LLC	Michele Brown	Boca Raton, FL	michele.brown@rehmann.com	Auto
The Riseling Group, LLC	Jerald J Jansen	Mesa, AZ		Auto
The Rose Report	Rose Simola	Beeville, TX	rose@therosereport.com	Auto
The Segal Company	Herbert Afful	Washington, DC	hafful@segalco.com	Auto
The Spearhead Group, Inc.	Vikki MCCullough	Houston, TX		Auto
The Valerin Group		Tampa, FL		Auto

TheGreen experts Landscaping	Robert Montesino	Davie, FL	rmontesino@thegreenexperts.com	Auto
Thelar Management Group, LLC	Marie Larrieux	Miramar, FL	farah@thelarmangementgroup.com	Auto
ThirdWave Corporatlon	Sergio Hernandez	Los Angeles, CA	shernandez@thirdwavecorp.com	Auto
Thompson Consulting Services, LLC		Maitland, FL	hfleming@thompsoncs.net	Auto
Tidal Basin Government Consulting LLC	Marcie Bartnick	Utica, NY	airfp@rphc.com	Auto
TierPM LLC	Will White	Fort Lauderdale, FL		Auto
Tierra, Inc.		Tampa, FL	bid-notice@tierraeng.com	Auto
Tilli (Uitilli LLC)	Ali Saberi	McLean, VA	bidding@tilli.pro	Auto
Tindale-Oliver & Associates, Inc.	Susan Boda	Tampa, FL	sboda@tindaleoliver.com	Auto
TIP Strategies, Inc.	Tom Stellman	Austin, TX	rfp@tipstrategies.com	Auto
TischlerBise, Inc. (Carson Bise)	Carson Bise	Bethesda, MD	carson@tischlerbise.com	Auto
Titan Protective Services Inc.	Kevin Akinbiyi	Miami Gardens, FL	titanproserv@gmail.com	Auto
TJKM Transportation Consultants (T J K M)		Pleasanton, CA	rfp@tjkm.com	Auto
TLC Construction Industries Corporation	Tina M DeLaive	Melbourne, FL	tina@tlc-cic.com	Auto
Total Employee Sourcing	William Riley	Chapin, SC		Auto
			williamriley@totalemployeesourcing.com	
Total Municipal Solutions, Inc.	Raj Verma	Davie, FL	Rajvdavie@gmail.com	Auto
Tracer Electronics LLC	Robert L. O'Harold	Lebanon, TN	roharold@tracerelectronicsllc.com	Auto
Training USA Inc.	Stacie Nerdahl	Valrico, FL	mark@wetrainamerica.com; stacie@wetrainamerica.com; info@wetrainamerica.com	Auto
Transformational Consulting For Business	Gary Teaney	Tampa, FL	Gary.Teaney@ConsultantsTCB.com	Auto
Transport Florida LLC		LAUDERDALE LAKES, FL	transportflorida1@outlook.com	Auto
Transportation Solutoins & Lighting, Inc.	Dave Ramos	Boca Raton, FL	sales@tsandl.us	Auto
Tree By Tree Care	Alvin kendrick	Fort Lauderdale, FL	Treebytreellc@gmail.com	Auto
tree motion llc	arturo izquierdo	west palm beach, FL	arturo@TreeMotion.net	Auto
Treesources, LLC	Ian Wogan	Miami, FL	cs@treesources.com	Auto
TriEnergy Solutions LLC	Winston Humphrey	Coconut Creek, FL	winston@trienergysolutions.net	Auto
TriMerge Consulting Group, PA	Gerri Lazarre	Miami, FL	glazarre@trimergecpa.com; ralvarez@TriMergeCPA.com	Auto
Triton Creative Corporation	Paulo Amaral	Deerfield Beach, FL		Auto
Trojan Horse Security- Information Security Cyber Security (Trojan Horse Security Inc)	Bernard Brier	Washington, DC	bernard.brier@trojanhorsesecurity.com	Auto
Troxell Communications, Inc.	Heidi Griffith	Phoenix, AZ		Auto
True North Emergency Management, LLC.	Derrick Tucker	Arlington, TX	dduke@truenorthern.com	Auto
TRUX Route Management Systems Inc.	David Ische	Cambridge, ON	david@trux.com	Auto
Tryfacta, Inc.		Pleasanton, CA 94588, CA	rfp@tryfacta.com	Auto
TSC Associates, Inc	William La'Marr Ruffin	Fort Lauderdale, FL	tscinspectservices@gmail.com	Auto
Turner Construction Company		Miami, FL		Auto
Tyco Integrated Security INC	Michael Espriella	Boca Raton, FL		Auto
Ultimate Staffing Services (Roth Staffing Companies, L.P.)	Jayne Weekly	Orange, CA	bocaraton@ultimatestaffing.com	Auto
Underwater Solutions, Inc	Scott Kelley	Mattapoisett, MA		Auto
Unify Health Services, LLC	Jill Baxter	Jacksonville, FL	kelly@unifyhs.com	Auto
United Data Technologies	Justin Clary	Doral, FL		Auto
United Global Security LLC	Roni Hersk	Oakland Park, FL	ron@unitedglobalsecurity.com	Auto
UNITED PROFESSIONAL ENGINEERING (Giglio Group, Inc.)	Carmelo Giglio	LAKE WORTH, FL		Auto
United Services, Incorporated	Richard Pardo	Rivera Beach, FL	rapardo@unitedservicesinc.net	Auto
United States (Urban Compass LLC)	Steve Graham	West Palm Beach, FL	steve@urbancompassplanning.com	Auto
URBANOMICS, Inc.	Kenneth H Creveling	Ponte Vedra Beach, FL	urbanomicsinc@aol.com	Auto
URBN Design, LLC		NORTH MIAMI, FL	ccollins@urbndesigngroup.com	Auto
US IT Solutions, Inc.		Santa Clara, CA	state.rfp@usitsol.com	Auto
Utility Compliance Inc.	Sheldon Primus	Port St. Lucie, FL		Auto
UtiliWorks Consulting LLC	Jim Leever	Baton Rouge, LA	jleever@utiliworks.com	Auto
V&G Construction Solutions, Corp.		Miami, FL	gv@vgconsolutions.com	Auto
Vantage Energy Consulting LLC	Jean Gormley	Cudjoe Key, FL	jgormley@vantageenergyconsulting.com	Auto
Vercetti Enterprises	Danny Vercetti	Miami, FL	dv@vercetti.net	Auto
Verdex Construction LLC	Lisa King	West Palm Beach, FL	lisa.king@verdex.com	Auto
Vetted Security Solutions	Ryan Barnett	Saint Petersburg, FL	rbarnett@vettedsolution.com	Auto
Vhcs LLC	Vahe Hovhannisyan	Glendale, CA	vahefx@gmail.com	Auto
Vibe Design Group (Base 4 Tech, LLC)	Sonia Munoz Gallagher	CORAL SPRINGS, FL	soniam@vibedesigngroup.net	Auto

Virtually Solo LLC		Fort Lauderdale, FL		Auto
VirtuIT Systems, Inc.	Fred Gibbons	Nanuet, NY		Auto
Visit Palm Beach	Leigh Kendall	Lake Park, FL	leigh.visitpalmbeach@gmail.com	Auto
Vitaver Staffing (Vitaver & Associates, Inc.)	Pablo Vitaver	Fort Lauderdale, FL		Auto
Volico Data Center		Deerfield, FL	mstrohm@volico.com	Auto
VPSecurity LLC (Vacant Property Security, LLC)	Anthony Pocerobba	Bristol, PA		Auto
Vue Pointe, LLC		Florence, AL		Auto
W Mack and Associates, Inc	Dr. Wilhelmena Mack	Lauderhill, FL	drwmack@wmackassoc.net	Auto
Walker Consultants (Walker Parking Consultants Engineers, Inc.)	Brian K. Preston	Tampa, FL		Auto
Walter Duke + Partners, Inc.	Walter B. Duke, III, MAI, CCIM	Fort Lauderdale, FL	walter@walterdukeandpartners.com	Auto
Wantman Group (Wantman Group, Inc.)		West Palm Beach, FL	busdev@wginc.com; Traci.Scheppske@wginc.com	Auto
WasteZero, Inc.	Carli Blandford	Murrells Inlet, SC	bids@wastezero.com	Auto
Waterfront Wall Finishes	Matthew Smith	Dania Beach, FL	waterfrontwallfinishes@gmail.com	Auto
Waters & Company, a Springsted Company		Mechanicsville, VA		Auto
Wax Creek, Inc.	Stephanie Gunther	Greenwood Village, CO		Auto
We Communicate (Marketmedios Comunicaciones Inc.)	Camilla Lopez	Fort Lauderdale, FL	clopez@wecomunicateus.com	Auto
Weather Guard Roofing & Sheet Metal (WEATHER GUARD INDUSTRIES/SMJ METALS, LLC)	Mitchell Arthur	Deerfield, FL	mitchell@wgicroof.com	Auto
Wells Fargo Insurance Services	Carlton Williams	Fort Lauderdale, FL		Auto
WGI, Inc.	Brian LaMotte, PE	West Palm Beach, FL		Auto
White Lion Builders Inc.	Oscar O Ramirez	Homestead, FL	whitelionbuilders@gmail.com	Auto
Whitehouse Group Inc.	Wade White	Fort Lauderdale, FL	wwhite@whitehousegroup.com	Auto
Whitestone Strategies LLC (Jacque Wedding-Scott)	Jacque Wedding-Scott	Broomfield, CO		Auto
Willdan Financial Services	Rebekah Smith	Orlando, FL	WFSRFP@Willdan.com	Auto
Wisecom Technologies Inc.	Mike Davis	Lanham, MD	mike@wisecomtech.com	Auto
Witt O'Brien's, LLC	Contracts and Compliances	Washington, DC	vendors@wittobriens.com	Auto
Wood Environment & Infrastructure Solutions, Inc.		Alpharetta, GA	floridamarketing@woodplc.com	Auto
Wood Resource Recovery, LLC	Bill Gaston	Gainesville, FL	bill@gastontdr.com	Auto
Woods Hole Group	Robert Hamilton	Bourne, MA	bhamilton@whgrp.com	Auto
Workday		Pleasanton, CA		Auto
World Risk Management (Hallon)	Joshua Hallon	Orlando, FL	joshua.hallon@wrmlc.com	Auto
WSA Systems-Boca	Joe DelPizzo	Boca Raton, FL		Auto
Xpress Bill Pay (Xpress Solutions, Inc)	Kevin Dibb	Provo, UT	kdibb@xpressbillpay.com	Auto
Xyber IT (WHR4 Holdings LLC)	William Ruppert	Bee Caves, TX		Auto
Yoga Center of Deerfield Beach	Dotty Zevin	Deerfield Beach, FL	cvapter@yahoo.com	Auto
Youth Environmental Alliance, Inc.	Lee Gottlieb	Davie, FL	andy@yeafrog.org	Auto
Zilo International Group LLC	MILENA ZILO	CENTENNIAL, CO		Auto
MILENA@ZILOINTERNATIONAL.COM				

External Invitations (5)

Invite Date	Email	Status
7/10/2025 12:04 PM (ET)	adiego@acdisaster.com	Invitation Sent
7/10/2025 12:05 PM (ET)	Info@grantworks.net	Invitation Sent
7/10/2025 12:04 PM (ET)	Stephen.hagerty@hagertyconsulting.com	Invitation Sent
8/18/2025 10:18 AM (ET)	Tanya.shannon@hagertyconsulting.com	Invitation Sent
7/10/2025 12:04 PM (ET)	vgatto@acdisaster.com	Invitation Sent

Bid Notes

Scope of Services: The City of Deerfield Beach is soliciting sealed responses from qualified firms for the Emergency Project Management for the Emergency Management Department in accordance with the terms, conditions, scope of services for the above-mentioned Request for Proposals (RFP).

The City will HOLD a Non-Mandatory Pre-Proposal Conference on at July 29, 2025 AT 10:00 AM EST online via Microsoft Teams.

Questions and Answers: The City provides a specified time for Vendors to ask questions and seek clarification regarding the requirements of the solicitation. All questions or clarification inquiries must be submitted through eProcurement Marketplace by the date and time referenced in the solicitation document (including any addenda). The City will respond to all questions via eProcurement.

Licensing Requirements: The Vendor must possess all Florida license or current certificate of competency issued by Broward County Examining Board having jurisdiction over licensing of Contractors in the type of work involved in this contract. Refer to Qualification of Bidders for additional information.

The City of Deerfield Beach is exempt from Federal and State Taxes for tangible personal property tax.

The City of Deerfield Beach reserves the right to accept or reject any or all Bids, in whole or in part, with or without cause, to waive any irregularities and/or technicalities, and to award the contract on such coverage and terms it deems will best serve the interests of the City.

Bids will be accepted through a secure mailbox at eProcurement (<https://deerfield-beach.ionwave.net/HomePage.aspx>) until the Deadline for Submission as indicated in this RFP. Late Bids will not be accepted. The City will only accept electronic bids for this RFP.

Bid Activities

Bid Messages

Date	Subject	Message
07/17/25	Microsoft Teams Link for Non-Mandatory Pre-Proposal Conference	A non-mandatory Pre-proposal Conference will be held at 10:00 AM on Thursday, July 29, 2025 Via Microsoft Teams. Teams Link: https://teams.microsoft.com/join/19%3ameeting_NTBIMDQ4NjMtYTg2ZS00ZDk2LTg2OGEtNDY1NWRiNDc Meeting ID: 293 848 533 043 0 Passcode: vQ2Gq6og

07/29/25	Reminder for Pre-Proposal Meeting	A non-mandatory Pre-proposal Conference will be held at 10:00 AM on Tuesday, July 29, 2025 Via Microsoft Teams. Teams Link: https://teams.microsoft.com/join/19%3ameeting_NTBIMDQ4NjMtYTg2ZS00ZDK2LTg2OGEtNDY1NWRiNDc Meeting ID: 293 848 533 043 0 Passcode: vQ2Gq6og
08/19/25	Virtual Bid Opening - RFP 25-039 Emergency Project Management	Proposers are invited to attend the RFP closing virtually via Microsoft Teams. To join the meeting, please use the link or meeting credentials provided below: <strong data-start="245" data-end="263">Join via link or COPY AND PASTE: https://teams.microsoft.com/join/19%3ameeting_ODM0MmJiYjctZDAxNi00NzZhLTg4ZTItYj Meeting ID: 226 935 399 863 1 Passcode: 9BB6t8QN
09/03/25	Virtual Bid Opening Notice	Proposers are invited to attend the RFP closing virtually via Microsoft Teams. To join the meeting, please use the link or meeting credentials provided below: <strong data-start="245" data-end="263">Join via link or COPY AND PASTE: https://teams.microsoft.com/join/19%3ameeting_ODM0MmJiYjctZDAxNi00NzZhLTg4ZTItYj Meeting ID: 226 935 399 863 1 Passcode: 9BB6t8QN Dial in by phone +1 954-569-7802,,78547546# United States, Deerfield Beach Find a local number Phone conference ID: 785 475 46#
10/22/25	Evaluation Committee Meeting	You are hereby notified that the Evaluation Committee Meeting for the RFP No. 25-039, Emergency Project Management is scheduled on: When: Monday, November 3, 2025 at 1:00 P.M. EST Location: 401 SW 4th Street Deerfield Beach, FL 33441 2nd Floor Large Conference Room This meeting will be held in person (face-to-face) and available virtually via Microsoft Teams. The Microsoft Teams link and login information are listed below. https://teams.microsoft.com/join/19%3ameeting_YmJiYzg2NDctNDJmOC00YmJhLTg1YWItYjRmYjU1NWlw Meeting ID: 272 248 569 353 6 Passcode: WE7w7Jg9 The purpose of the evaluation committee meeting is to discuss the responsive, responsible proposal(s) received, rank those proposal(s), and decide on the next course of action, whether that be to make an award recommendation to the City Commission or request oral presentations from the short-listed Proposer(s) or other recommendations, if necessary. If the Evaluation Committee recommends awarding the contract to the highest ranked proposer, no further action is required by the Evaluation Committee. Should you have any questions regarding this meeting, please contact the Procurement and Contract Administration Division at 954-250-4064. This is a public meeting held in accordance with Florida Statute Chapter 286.

Solicitation No.: RFP25-039 Emergency Project Management

Procurement Contact: Eddyson Etienne, eetienne@deerfield-beach.com

On September 3, 2025, the City of Deerfield Beach received six (6) submittals in response to its Request for Proposal (RFP) for Emergency Project Management. On November 3, 2025, the Evaluation Committee completed its review of the submittals and made the following rankings:

Firm

Score

SBE Adjusted Score

Rank

AC Disaster Consulting, LLC

237.77

237.77

6

Accenture Infrastructure and Capital Projects, LLC

237.91

237.91

5

Disaster Program & Operations, Inc

235.00

246.75

4

GrantWorks Inc

247.89

247.89

3

High Street Consulting, LLC

247.27

259.63

2

Tetra Tech, Inc

266.01

266.01

1

After further review by the Procurement and Contract Administration Division, it was determined that GrantWorks, Inc. total score was previously tabulated incorrectly. GrantWorks, Inc. correct total score from all Evaluation Committee members is 262.89. The final ranking from the Evaluation Committee Meeting is as follows:

Firm

Score

SBE Adjusted Score

Rank

AC Disaster Consulting, LLC

237.77

237.77

6

Accenture Infrastructure and Capital Projects, LLC

237.91

237.91

5

Disaster Program & Operations, Inc

235.00

246.75

4

GrantWorks Inc

262.89

262.89

2

High Street Consulting, LLC

247.27

259.63

Tetra Tech, Inc

266.01

266.01

1

The Evaluation Committee made a motion on November 3, 2025, Initial Evaluation Committee Meeting to accept the Evaluation Committee's scores and have Procurement submit the Recommendation of Ranking to the City Commission for approval to award.

- End of Notice -

11/05/25 Notice of Intent to Award

Please be advised that the City of Deerfield Beach staff has reviewed the responsive and responsible proposals received and concluded that the highest ranking, responsive and responsible proposal was submitted by Tetra Tech, Inc.. Therefore, staff is recommending award of the subject contract to Tetra Tech, Inc.. The recommendation is scheduled to be presented to the City Commission at the December 2, 2025 City Commission meeting, but is subject to change.

Please be advised that a cone of silence is still in effect until the City Commission takes final action or gives final approval of a contract, rejects all bids or responses to the sealed competitive method, or takes other action which ends the sealed competitive method process pursuant to Section 38-127 of the City Procurement Code. Should you have any questions please contact the Procurement and Contract Administration Division at 954-250-4381. We appreciate the time and effort put forth by all those who responded to this solicitation and hope you continue to show interest in City of Deerfield Beach projects.

Best Regards,
Eddyson Etienne
Senior Buyer

Bid Attachments

The following attachments are associated with this opportunity and will need to be retrieved separately

#	Filename	Description
Header	Addendum 1 - Request for Proposals Package No. 25-039 - Emergency Project Management.pdf	Addendum 1 - Request for Proposals Package No. 25-039 - Emergency Project Management
Header	Section VI- Scope of Work.pdf	Section VI- Scope of Work
Header	Exhibit I EXAMPLE Contract.pdf	Exhibit I EXAMPLE Contract
Header	Exhibit II Proposal Response 25-039 - Emergency Project Management.pdf	Exhibit II Proposal Response 25-039 - Emergency Project Management
Header	Exhibit III Required Contract Provision 1273.pdf	Exhibit III Required Contract Provision 1273

Header	Exhibit V Appendix II to Part 200_ Title 2 (up to date as of 1-14-2025).pdf	Exhibit V Appendix II to Part 200_ Title 2 (up to date as of 1-14-2025)
Header	Exhibit VI - MOC-Deerfield-Org Chart-POSITION ONLY.pdf	Exhibit VI - MOC-Deerfield-Org Chart-POSITION ONLY
Header	Attachment A - Supplier Performance Verification Form.pdf	Attachment A - Supplier Performance Verification Form
Header	Attachment B - E-Verify Compliance Verification Form.pdf	Attachment B - E-Verify Compliance Verification Form
Header	Attachment C - Background Check Affidavit.pdf	Attachment C - Background Check Affidavit
Header	Attachment D - Public-Entity-Crime-Statement.pdf	Attachment D - Public-Entity-Crime-Statement
Header	Attachment E - Non-coercion Affidavit for Human Trafficking.pdf	Attachment E - Non-coercion Affidavit for Human Trafficking
Header	Attachment F - Statement of Compliance Byrd Anti-Lobbying.pdf	Attachment F - Statement of Compliance Byrd Anti-Lobbying
Header	Attachment G - PROPOSAL SIGNATURE FORM.pdf	Attachment G - PROPOSAL SIGNATURE FORM
Header	Attachment H - Foreign Entity Affidavit.pdf	Attachment H - Foreign Entity Affidavit

Bid Attachments Requested

The following attachments are requested with this opportunity

#	Required	Specified Attachment
1	YES	PDF Combined Response Package : Provide one PDF document with all your proposal package responses.
2	YES	Business Tax Receipt : Attach a copy of Proposer's most recent business tax receipt from the jurisdiction of Proposer's principal place of business, regardless of location.
3	YES	W-9 Form : Submit a copy of your firms W-9 Form.
4	YES	Attachment A – Supplier Performance Verification Survey Form : Bidder shall attach Supplier Performance Verification Forms completed by each of its three (3) references.
5	YES	Attachment B - eVerify Compliance Verification form : Upload a completed and fully executed Attachment B.
6	YES	Attachment C - Background Check Affidavit : Upload a completed and fully executed Attachment C.
7	YES	Attachment D - Public-Entity-Crime-Statement.pdf : Upload a completed and fully executed Attachment D.
8	YES	Attachment E - Non-coercion Affidavit for Human Trafficking : Upload a completed and fully executed Attachment E Non-coercion Affidavit for Human Trafficking
9	YES	Attachment F - Statement of Compliance Byrd Anti-Lobbying : Upload a completed executed Attachment F
10	YES	Attachment G - Bid Signature Form : Upload a completed and fully executed Attachment G
11	YES	Attachment H - Foreign Entity Affidavit : Upload a completed and fully executed Attachment H.

12	YES	Proof of Insurability : Attach proof of insurability meeting the minimum insurance requirements stated in the ITBC. This is typically accomplished by submitting a current and active Certificate of Insurance, a sample (for bidding purposes only) or a letter from Bidder's insurer certifying that Bidder has the capacity and capability to obtain the required insurance.
13	NO	Certified Business Entity (CBE) Certification : If claiming CBE pursuant to the City Disadvantaged Business Enterprise Program, attach a copy of your firm's CBE Certification or your identified subcontractor's CBE Certification. For more information reference the solicitation General Terms and Conditions.
14	NO	Participation from Disadvantage Business Entity(s) : If applicable, attach a list each DBE(s), CBE(s) or SBE(s), proposed for work on this project. Include the type of work each will perform and the projected dollar amount and/or percentage of the work to be assigned to each.
15	YES	Experience : Attach a description of Bidder's experience and background in the type of work detailed in this ITBC that includes resumes of key individuals and staff who will be assigned to the work that indicates their experience and background in the type of work they will be assigned.
16	YES	Past Projects : Attach a list of three (3) projects within the past three (3) years in which Bidder has provided construction services similar in scope to the work described in this ITBC. Provide the following information for each project: 1. The name of the project and location 2. The Owner 3. Owner's contact/project manager, their phone number and email address 4. Year work started/ended 5. Dollar amount of project 6. Brief description of the project work (1-2 sentences)
17	YES	Copies of Applicable Licenses and Certifications : As is applicable, attach copies of all licenses and/or certifications that Bidder and its personnel are required by law to possess to perform work on the project as well as any other licenses or certifications relative to the work.
18	NO	Statement - Individuals with Legal Authority to Bind : If applicable, upload the statement of individuals with legal authority to bind Bidder.
19	YES	Florida Division Of Corporations Registration : Upload a copy of Bidder's current, registration with the Florida Division of Corporations that indicates the registration is 'Active'.
20	YES	Qualifying Agent Documentation : Upload a copy of Bidder's Qualifying Agent's registration or certification along with supporting documentation confirming Qualifying Agent has been the Qualifying Agent for Bidder for three years.
21	NO	Conflicts of Interests : If applicable, upload details regarding any potential for conflicts of interests.
22	NO	Ethics Code Disclosure : If applicable, Upload all required documentation as identified in Attachment K, Minimum Qualifications.
23	YES	Financial Capacity : Upload the financial audits and statements for the past two (2) reporting years (Income Statements and Balance Sheets), per RFP Package Section I, paragraph 3.

Bid Attributes

#	Name	Note	Response
1	BIDDER INSTRUCTIONS	The City deems certain documentation and information important in the determination of responsive and responsible and for the purpose of evaluating responses. All statements and questions require a response and shall be completed as required. Should a statement or question not apply, "not applicable", "none", or a similar statement is sufficient. Bidder shall submit the information and/or documentation requested that meets the Attributes. Failure to do so may result in the Bid response being deemed non-responsive, non-responsive and not considered for award.	Display

2 TRADE SECRETS

Pursuant to Florida Statute identify any trade secret being claimed. NOTE: Designation of the entire Proposal as "Trade 'Secret', 'Proprietary' or 'Confidential' is not permitted and may result in a determination that the Proposal is non-responsive and therefore will not be evaluated or considered. Proposer must submit purported trade secret information as follows:

1. Trade secret material must be segregated in a separate document, from the portions of the Proposal that are not being declared as trade secret. NOTE: Trade secret requests made after the Due Date and Time are not allowed.

2. Proposer shall cite, for each trade secret claimed, the Florida Statute number which supports the designation. Further, Proposer shall Proposal a brief written explanation as to why the cited Statute is applicable to the information claimed as trade secret.

3. Proposer shall provide an electronic copy of its proposal complete with all information and an additional electronic copy of its proposal that redacts all designated trade secrets.

3 Drug-Free Workplace Programs

Bidder is claiming it has implemented a drug-free workplace in accordance with Florida Statutes 287.087 as defined below:

Required

Bidder hereby affirms that their business does:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Valid Responses: Yes, No

4	Local Vendor Affirmation	Bidder shall affirm if it has a principal place of business located within the City of Deerfield Beach for a period of at least one year prior to the date of the release of this solicitation as evidenced by a local business tax receipt. Bidder must include its local business Tax Receipt in the "Response Attachments" tab if making this claim. Valid Responses: I am a local vendor with no derogatory history, I am a local vendor but have a derogatory history, I am not a local vendor.	Required
5	Certified Business Entity Affirmation	If Bidder is claiming CBE certification, Bidder must affirm at least 50% of the work to be performed is performed by a Disadvantaged Business Enterprise as evidenced by a Certified Business Entity Certificate. If meeting the SDBE goal through the use of a subcontractors, Bidder must provide a detailed explanation of the type of work to be performed by those subcontractors and how the work equates to 50% or more of the work. NOTE: If making this claim, Bidder shall include in the "Response Attachments" tab the CBE certification documentation for each CBE named. Reference the RFP, Section III, General Terms and Conditions, Item 20 for more details on CBE certification. Valid Responses: [Please Select], I am a DBE with no derogatory history , I am a DBE but I have a derogatory history , I am not a Disadvantaged Business Entity	Required
6	Individuals with legal authority to contract	Responses shall be submitted by an authorized representative of the Proposer utilizing its own entity's registration profile. Based upon Proposer's business structure, in this section include the name and title of each officer, principal, partner, member, or individual (if sole proprietor or partnership) within Proposer's organization, with the legal authority to contractually bind the business. NOTE: If Proposer's response is being submitted by anyone other than those listed, provide evidence of delegated authority on Proposer's company letterhead, signed by one of the individuals listed above and include in Proposer's Response Attachments.	Required
7	Former Business Names	Under what other former names has Bidder's organization or officer, principal, partner, member, or individual (if sole proprietor or partnership) holding at least 30% interest in Bidder's business operated?	Required
8	Compliance with Florida Fictitious Name Statute	Any fictitious name or "doing business as" (dba) under which Proposer operates must be registered with the Florida Department of State, Division of Corporations, in compliance with Florida Fictitious Name Act, Florida Statute §865.09 (which, by definition, includes an individual, as well as a business entity) to register their fictitious name or dba name with the Florida Department of State prior to conducting business in Florida. Proposer shall comply with the Florida Fictitious Name Act, Florida Statute §865.09 and has registered any fictitious name of dba.	Required

List any fictitious name or dba name in which Proposer operates (if none, state n/a):

- | | | | |
|---|--|--|----------|
| 9 | Use of Subcontractors | Will Bidder be using any subcontractors to complete any portions of the work?
Valid Responses: [Please Select], Yes, No | Required |
| 10 | List of Subcontractors | If using subcontractors state the name of the subcontractor(s), individuals who will perform the work, what work or tasks they will perform, what percentage of work they will perform, and if they are a CBE for the purposes of meeting the City's Disadvantaged Business Entity Program. If no, enter N/A. | Required |
| 11 | Default and Non-Performance History | Has Bidder, in the past 7 years, been found in default of a contract, failed to complete any work awarded to Bidder, or otherwise been notified of issues of non-performance by a party to any contract with Bidder? If yes, provide details. | Required |
| 12 | Litigation, Arbitration, and Claims or Liens against Bonds | As a prerequisite for qualification, the following shall apply:
1) Contractor shall not be involved in current/pending or past litigation/arbitration over the last five (5) years, which, in the opinion of the City, is likely to have a material negative impact on their ability to execute this project. 2) Contractor shall not, in the opinion of the City, display an undesirable pattern of litigation with owners over construction matters. 3) Contractor shall not have had a claim against its bonding company in the last five (5) years wherein the bonding company was required to take over and complete the project or pay outstanding liens on the project. | Required |
| 13 | Years in Business | The Proposer has been in business providing professional services for at least 5 years prior to the date this RFP was issued. | Required |
| <p>Attach documentation from your state or local government jurisdiction or a copy of your company's articles of incorporation/organization that confirms Proposer has been in business for at least 5 years.</p> <p>Valid Responses: I affirm, I do not affirm</p> | | | |
| 14 | Conflicts of Interests | <p>Proposer, its principal(s), officers, agents, or proposed subcontractor(s), shall not have a record of any conflicts of interest that have not been waived by the City Commission. Proposer must disclose if any City of Deerfield Beach officer, employee, or attorney is also an owner, or employee of their business.</p> <p>Proposer affirms it has read and understands Florida Statute 112.313, Standards of conduct for public officers, employees of agencies, and local government attorneys and it has submitted details with its Response regarding any potential conflicts of interests in its Proposal response.</p> <p>Proposer affirms it has read and understands Florida Statute 112.313, Standards of conduct for public officers, employees of agencies, and local government attorneys and that it does not have a record of conflicts of interest, as defined in Florida Statutes, that have not been waived.</p> <p>If yes, give City officer(s), employee or attorney(s)'s names(s) and position(s).</p> | Required |

Valid Responses: Bidder has read Florida Statute 112.313, Bidder affirms that it does not have conflicts, Bidder confirms it has potential conflicts

15 Convicted / Suspended / Discriminatory / Complaints Vendor Lists

In accordance with F.S. §287.017, Proposer shall not be on any of the following lists: Florida Department of Management Services Convicted Vendor List [pursuant to Section 287.133(3)(d), Florida Statutes] Suspended Vendor List (pursuant to Rule 60A-1.006, Florida Administrative Code) Discriminatory Vendor List Federal Excluded Parties List [pursuant to Sections 287.057(1), (2) and (3), Florida Statutes, and Rule 60A-1.006(1), Florida Administrative Code. Vendor Complaint List. Proposer affirms it is not on the Florida Department of Management Services Convicted Vendor List, Suspended Vendor List, Discriminatory Vendor List, Federal Excluded Parties List, nor Vendor Complaint List, and that no action or inaction has been taken by Proposer or its representatives to warrant inclusion on any of these lists.

Required

Valid Responses: I affirm, I do not affirm

16 Public Entity Crime

Proposer has not been convicted of a public entity crime per Section 287.133, Florida Statutes or environmental law in the past five years.

Required

Proposer affirms Proposer it has completed Public Entity Crime Statement attachment and submitted with its Response attesting that it has not been convicted of a public entity crime or environmental law in the past five years.

Valid Responses: I affirm, I do not affirm

17 Prohibition Against Contracting with Scrutinized Companies

In accordance with Florida Statute §287.135 (5), at the time Proposer submits a Response for a contract or before a company enters into or renews a contract with the City for goods or services of \$1 million or more, it is not on the Scrutinized Companies with Activities in Iran Petroleum Energy List, or engaged in business operations in Cuba or Syria.

Required

Proposer affirms that it is not listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or engaged in business operations in Cuba or Syria.

Valid Responses: I affirm, I do not affirm

18 Prohibition Against Contracting with Russian Companies

In accordance with City of Deerfield requirements and federal sanctions, Proposer shall not be listed on the U.S. Department of the Treasury, Office of Foreign Assets Control (OFAC): Russia-EO 14024 Sanctions List doing business with Russian companies; directing the divestment of investments in Russia and with Russian-related institutions, companies or entities, and individuals.

Required

Proposer affirms that it is not listed on the U.S. Department of the Treasury, Office of Foreign Assets Control (OFAC): Russia-EO 14024 Sanctions List.

Valid Responses: I affirm, I do not affirm

In accordance with Section 2-505 Chapter 2, Article IX, known as the City of Deerfield Beach Ethics Code, Proposer shall not have any ethics code violations and must disclose and provide documentation for any of the items in a, b, or c that are applicable and attach to the Response all necessary and relevant information and documentation as shown below:

Required

a.1. Proposer confirms it has made contributions and has attached to its response all necessary and relevant information to include the following for all contributions. Include a listing of all campaign contributions to a sitting city commissioner in the past four (4) years, as well as contributions of all officers, directors, shareholders of a corporation if the applicant is a corporation, or partners if the applicant is a partnership, or members, whether generally or limited if it's a limited liability company.

- (1) Name of the individual making the contribution,
- (2) Name of the individual to whom the contribution was paid,
- (3) Title of the individual to whom the contribution was paid,
- (4) Amount of the contribution,
- (5) Date of the contribution.

a. 2. Proposer affirms that it has NOT made any campaign contributions as detailed above and therefore no information is submitted for this item.

b.1. Disclose all those items that a regulated officer is required to disclose under Article IX, Ethics Code, concerning any conflict, whether actionable or non-actionable. By checking this box, Proposer confirms it has attached to its Response all necessary and relevant information to include disclosure concerning any conflict, whether actionable or non-actionable. Disclose the name of any officer, director, or agent of Proposer who is also an employee of the City. Disclose the name of any City employee who owns, directly or indirectly, any interest in Proposer's firm or any of its branches. If no conflicts of interests are present, Proposer must submit a statement to that effect.

b.2. Proposer affirms that it does NOT have any disclosures concerning any conflict and therefore no information is submitted for this item.

c.1. Disclose any action that is a violation of the Ethics Code by a regulated officer with the applicant and/or applicant's agents, and what was done to rectify the violation. By checking this box, Proposer confirms it has attached to its Response all necessary and relevant information to include disclosure of any action that is a violation of Section 2-505 Chapter 2, Article IX, of Deerfield Beach Ethics Code and what was done to rectify the violation.

c.2. Proposer affirms that it does NOT have any disclosures concerning any violation of Article IX, Ethics Code.

Valid Responses: I affirm, I do not affirm

20 Convictions or Pleas

Proposer, its principals, and staff, employees, and subcontractors shall not have a conviction or a plea of nolo contendere, regardless of when the plea or conviction occurred, which includes a felony or misdemeanor involving terrorist behavior, violence, use of a dangerous weapon, crimes of moral turpitude or breach of trust/fiduciary responsibility or which raises concerns about building, system, or personal security or is otherwise a job-related crime. Provide details in Proposer's response of any such conviction or plea.

Required

Proposer affirms it does NOT have any such conviction or plea.

Proposer affirms it has provided details in its response of any such conviction or plea.

Valid Responses: I affirm, I do not affirm

21 Arrears, Default or Exclusions

Proposer, including any principal, officer, agent, or proposed subcontractor of Proposer, shall NOT be in arrears or in default of any debt or contract involving the City, (as a party to a contract, or otherwise). Proposer is NOT listed on the System for Award Management (SAM), electronic roster of debarred companies excluded from Federal procurement and non-procurement programs throughout the U.S. Government (unless otherwise noted) and from receiving Federal contracts or certain subcontracts and from certain types of Federal financial and nonfinancial assistance and benefits. Vendor may be deemed non-responsible if: Vendor have been declared to be in default on any City or public entity contract, debarred or suspended by any public entity.

Required

Proposer affirms that it is not in arrears, default of any debt or contract involving the City, or excluded from federally funded procurements.

Valid Responses: I affirm, I do not affirm

22 Judgements, Lawsuits Criminal Activities

Proposer, including any principal, officer, agent, or proposed subcontractor, shall have no record of judgments, pending lawsuits against the City, or criminal activities involving moral turpitude.

Required

Proposer affirms it has no record of judgements, pending lawsuits against the City, or criminal activities involving moral turpitude.

Proposer affirms that it has a record of judgements, pending lawsuits, or criminal activities and has provided a brief summary regarding any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Proposer, any of its partners, employees or subcontractors is or has been involved within the last three years.

Valid Responses: I affirm, I do not affirm

23 Non-Collusive Affirmation

1. Bidder is an authorized Owner, Partner, Officer, Representative, or Agent of the business entity submitting a response to the subject solicitation;
2. Bidder is fully informed respecting the preparation and contents of the response and of all pertinent circumstances respecting such response;
3. Bidder affirms its response is genuine and is not a collusive or sham response;
4. Bidder affirms that neither the Bidder nor any of its Officers, Partners, Owners, Agents, Representatives, Employees or Parties in interest, including this affirrant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other vendor, firm, or person to submit a collusive or sham response in connection with the work for which the response has been submitted; or to refrain from submitting a response in connection with such work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with a vendor, firm or person to fix the price or prices in the attached response or of any other vendor, or to fix an overhead, profit, or cost elements of the submitted price(s) or the submitted price(s) of any other vendor, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;
5. Bidder affirms the price or prices quoted in the response are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the vendor or any other of its agents, representatives, owners, employees or parties in interest, including this affirrant.

Valid Responses: [Please Select], I affirm, I do not affirm

Required

24 Contract Indemnification

To the fullest extent permitted by law, CONTRACTOR agrees to indemnify, defend and hold harmless the CITY, its officers, agents, volunteers, and employees from and against all claims, damages, losses, and expenses, including but not limited to attorney fees, court costs, or other alternative dispute resolution costs arising out of or resulting from the performance of work under this Contract; provided that any such claims, damages, losses or expenses are attributable to bodily injury, sickness, disease, death, or personal injury, or property damage; but only to the extent caused in whole or in part by the negligent acts, errors, or omissions of the CONTRACTOR, CONTRACTOR'S subcontractor(s), or anyone directly or indirectly employed or hired by CONTRACTOR or anyone for whose acts CONTRACTOR may be liable, or regardless of whether or not caused in whole or in part by the negligent acts, errors, or omissions of the CITY its officers, agents, volunteers, or employees, unless such negligent acts, errors, or omissions constitute gross negligence or intentional misconduct. The CITY reserves the right, but not the obligation, to participate in defense without relieving CONTRACTOR of any obligation hereunder. CONTRACTOR agrees this indemnity obligation shall survive the completion or termination of the Contract. Nothing in this Contract 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.

Valid Responses: [Please Select], I affirm, I do not affirm

Required

25	Addendum 1	Addendum # 1 issued to update the bid closing date, update the RFP Document, and add new language about multiple awards. The bid closing date has been updated from August 27,2025 at 12:00: AM to August 27, 2025 at 2:00 PM (Words and Numbers Struck Through are Deleted / Words & Numbers Bold & Underlined are Added). Valid Responses: I Affirm	Required
26	Addendum #2	Addendum # 2 issued to update the bid closing date. The bid closing date has been updated from August 27,2025 at 12:00: AM to August 27, 2025 at 2:00 PM (Words and Numbers Struck Through are Deleted / Words & Numbers Bold & Underlined are Added). Valid Responses: I Affirm	Required
27	Addendum # 3	Addendum # 3 issued to update the RFP closing date and update the line items on the portal. The RFP closing date has been updated from August 27,2025 at 2:00: PM to September 3, 2025 at 2:00 PM (Words and Numbers Struck Through are Deleted / Words & Numbers Bold & Underlined are Added). Valid Responses: I Affirm	Required

Line Items

#	Qty	UOM	Description	Response
1		ea	Package 1 - Positions	Price (Optional)
Package Line Items:				
#	Qty	UOM	Description	Response
1.1	300	hr	Project Executive	Price (Optional)
Supplier Notes:				
1.3	300	hr	Senior Subject Matter Expert	Price (Optional)
Supplier Notes:				
1.4	300	hr	Subject Matter Expert	Price (Optional)
Supplier Notes:				

1.5	300	hr	Senior Project Manager	Price (Optional)
Supplier Notes:				
1.6	300	hr	Project Manager	Price (Optional)
Supplier Notes:				
1.7	300	hr	Project Accountant	Price (Optional)
Supplier Notes:				
1.8	300	hr	Recovery Consultant IV	Price (Optional)
Supplier Notes:				
1.9	300	hr	Recovery Consultant III	Price (Optional)
Supplier Notes:				
1.10	300	hr	Recovery Consultant II	Price (Optional)
Supplier Notes:				
1.11	300	hr	Recovery Consultant I	Price (Optional)
Supplier Notes:				
1.12	300	hr	Administrator	Price (Optional)
Supplier Notes:				

4

Added Value Services				Price
Package Line Items:				
#	Qty	UOM	Description	Response
4.1	1	ea	Optional line item	Price (Optional)
Supplier				
Notes:				

SECTION VI - SCOPE OF WORK

I. PURPOSE

The purpose of this Request for Proposal (RFP) is for the City of Deerfield Beach, Florida, to acquire standby comprehensive pre and post disaster recovery management services including, but not limited to:

1. Federal Emergency Management Agency (FEMA) Public Assistance Advisory Services
2. FEMA Individual Assistance Advisory Services
3. FEMA 404 and 406 Hazard Mitigation Expertise
4. HUD CDBG-DR, MIT, CV, ESG, and other HUD Program Support
5. Pandemic Response Services and Recovery Funding Programmatic Support
6. FHWA / FTA Support
7. Financial / Grants Management Support and Information Technology
8. Resilient Community Planning Program Support
9. Long-Term Recovery Operations Implementation
10. Emergency Operation Center and Joint Field Office Staff Augmentation

There is no guarantee that a Notice to Proceed (NTP) or Purchase Order will be issued under the awarded agreement. There is no guarantee any task order will be issued under the awarded agreement; task orders may only be executed in the event of a declared emergency.

The Consultant shall have a profound understanding of the documentation involved for the reimbursement from FEMA, or other Federal Agencies, and the State relief programs to make the process of cost recovery efficient and accurate. This RFP is being solicited in accordance with the Procurement Requirements for Federal grants, as provided for in Title 2 Code of Federal Regulations (CFR) Part 200 as detailed in Exhibit V and the applicable contract provisions in FHWA 1273, federal-aid construction projects, as detailed in Exhibit III incorporated herein in order to be eligible for Federal reimbursement(s).

II. SCOPE OF SERVICES

City of Deerfield Beach is seeking a vendor with a proven history of managing large-scale FEMA reimbursement projects, assist with the identification cost recovery

expense tracking, and reimbursement submissions to FEMA. The successful vendor will have experienced staff with national, state and/or local emergency management agency.

The selected contractor will assist Deerfield Beach in strategically managing and identifying project(s) and their development, and administration of various Federal and State Disaster Programs related to presidentially declared emergencies or disasters that occur during the term of this contract and attend meetings with relevant local, state, and federal officials to address eligibility and process issues, at the request of the city.

The successful firm must adhere to all requirements and regulations established by the Federal Emergency Management Agency (FEMA), the Federal Highway Administration (FHWA), Florida Department of Transportation (FDOT), Florida Department of Environmental Protection (FDEP), the Stafford Act and any other governmental agency with jurisdiction over response and recovery actions, including the City's requirements. The selected firm will be responsible for staying current with all FEMA and other agency guidelines and regulations and will be responsible for advising the City from beginning to end to ensure maximum financial recovery for the City.

Federal Programs may include, but are not limited to: Federal Emergency Management Agency (FEMA) Public Assistance (PA); FEMA 404 Hazard Mitigation Grant Program (HMGP); FEMA Individual Assistance (IA); United States (US) Department of Housing and Urban Development (HUD) Community Development Block Grant Disaster Recovery (CDBG-DR) Mitigation (MIT), Pandemic Response (PR), Emergency Solutions Grant (ESG); Federal Highway Emergency Relief Program (FHWA-ER); Federal Transit Administration Emergency Relief Program (FTA-ER); FEMA Community Disaster Loan (CDL); and supplemental recovery programs authorized to support the recovery from COVID-19.

The awarded firm will provide project development and grants management services for any existing, open disaster recovery effort including PANDEMICS as well as any future disaster events statewide and nationally. Examples of disaster recovery services that may be required, include:

A. FEMA Public Assistance Advisory Services

1. Provide extensive knowledge, experience, and technical competence in dealing with Federal regulations, specifically including the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act), the Post-Katrina Emergency Management Reform Act of 2006 (PKEMRA), the Sandy Recovery Improvement Act of 2013 (SRIA), and the Disaster Recovery Reform Act of 2018 (DRRA).
2. Evaluate and assist in the formulation, execution, and closeout of FEMA PA Emergency and Permanent Work Project Worksheets (PWs). This will involve expertise in cost estimating, developing detailed damage descriptions and dimensions (DDD), technical assistance, and project scopes of work (SOW), and cost estimates (CEs).

3. Meet per specified timeline/schedule with the City of Deerfield Beach and identified municipalities/State/Federal representatives in connection with the programmatic, financial, contracting, and eligibility and process issues, at the request of the client.
4. Evaluate and recommend potential alternate and/or improved projects.
5. Evaluate the appropriateness of the use of FEMA programs, including the Section 428 Public Assistance Alternative Procedures for Permanent Work and Debris Removal.
6. Develop a process/system to efficiently submit Federal grant applications, identify eligible projects, capture costs, prepare cost reports, reconcile invoices, and close-out projects.
7. Prepare first and second appeals, and arbitration, and prepare projects for audit and respond to audit findings as requested.

B. FEMA Individual Assistance Advisory Services

1. Provide expert knowledge and technical competence in FEMA IA Programs, including Mass Care and Emergency Assistance (MC/EA), Individuals and Households Program (IHP), Disaster Case Management (DCM), Crisis Counseling and Training Program (CCP), Disaster Unemployment Assistance (DUA), and Disaster Legal Services (DLS).
2. Support community relations functions and outreach, and support efforts to provide disaster survivors with guidance on eligibility and the application process for Federal, State, and local assistance programs
3. Work as an advocate of disaster survivors and bring to the attention of FEMA any misunderstandings or problems an applicant may have involving any aspect of eligibility, funding, or the programs in general
4. Provide technical assistance related to all aspects of Federally-funded shelter and housing or home repair programs, including IHP Programs (Transitional Sheltering Assistance, Rental Assistance, Direct Temporary Housing Assistance, and Permanent Housing Construction), Sheltering and Temporary Power (STEP), and HUD Disaster Housing Assistance Programs
5. Represent Applicant in discussions with FEMA, State, and other entities related to activation and implementation of housing and individual assistance programs, time extensions, appeals, and eligibility determinations, and other related matters
6. Develop or support the development of strategies, plans, policies, and procedures related to disaster housing and human services.

C. FEMA 404 and 406 Hazard Mitigation Expertise

1. Assist in identifying, developing and evaluating opportunities for hazard mitigation projects to reduce or eliminate risk from future events (both Sections 404 and 406).
2. Develop hazard mitigation proposals (HMPs), and if needed benefit-cost analysis

(BCA), to protect damaged elements and facilities from future damage.

3. Prepare hazard mitigation proposals, grant applications, BCA, and other services related to the HMGP, Pre/Post-Disaster Mitigation, and other mitigation programs.

D. HUD CDBG-DR, MIT, CV, ESG, and other HUD Program Support Services

1. Provide staff augmentation, subject matter expertise, and other support services related to HUD Coronavirus relief programs to include those funded through the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), Consolidated Appropriations Act, 2021, American Rescue Plan Act (ARPA), and any future legislation (e.g., American Jobs Plan, American Families Plan, and other COVID-19 related funding programs).
2. Provide knowledge, experience and technical competence in the planning, administration, and implementation of eligible CDBG activities as identified at 24 CFR 570 and modified or waived under the Federal Register allocation of the CDBG-DR funds.
3. Conduct unmet needs assessments that identify type and location of the community's disaster recovery needs especially in the three core aspects of recovery – housing, infrastructure, and the economy.
4. Provide extensive knowledge of CDBG eligible activities and national objectives particularly as they apply to disaster recovery and develop and submit Action Plans.
5. Provide technical assistance as requested including HUD level environmental reviews and clearance and other cross-cutting Federal requirements such as documentation, procurement, Federal labor standards, fair housing, accessibility, uniform administration, closeout, and monitoring and compliance.

E. Pandemic Response and Recovery Funding Programs

1. Provide comprehensive response, management consulting, planning, and cost recovery services for all pandemic related programs including but not limited to:
 - i. Coronavirus Preparedness and Response Supplemental Appropriations Act
 - ii. Families First Coronavirus Response Act
 - iii. Paycheck Protection Program and Health Care Enhancement Act
 - iv. CARES Act
 - v. Consolidated Appropriations Act, 2021
 - vi. American Rescue Plan Act
 - vii. The American Jobs Plan (TBD)
 - viii. The American Families Plan (TBD)

2. Brief leadership on the potential uses of ARPA funding.
3. Facilitate community engagement and awareness workshops with local communities, and civic leadership to identify unmet needs and discuss potential uses of the ARPA funding.
4. Assist Deerfield Beach in the development of a plan on the use of the ARPA funding based on priorities and unmet needs.
5. Assist City of Deerfield Beach with developing a process to track ARPA costs to meet Federal, State, and local audit and reporting requirements.
6. Conduct program design eligibility reviews.
7. Complete US Treasury required reporting.
8. Develop reporting mechanism for leadership to track progress and spending on different initiatives and as otherwise directed by leadership.
9. Develop and maintain Deerfield Beach Grants Management System (GMS).
10. Assess other funding streams available through ARPA and other Federal, State, local, and private sources, to maximize the use of all available funding and avoid the duplication of benefits.
11. Support the gathering, organization, and submission of documentation for reimbursement and closeout.
12. Liaise with agencies/departments for cost identification and tracking.
13. Provide compliance guidance based on US Treasury guidelines.
14. Support departments and leadership with ARPA Policy questions.
15. Document programs in place and reasoning behind program structure for future audit purposes.
16. Project closeout and audit support services.
17. Other tasks and responsibilities associated with COVID-19 expenditures, Federal funding programs, etc. as directed by City of Deerfield Beach.

F. FHWA / FTA Support

1. Advise and provide technical support for FHWA DR and/or FTA DR funding.

G. Financial / Grants Management Support and Information Technology

1. Advise on Federal regulation and policy on tracking costs, including direct administrative costs (DAC) and facilitate reimbursement for all eligible costs incurred by City of

Deerfield Beach. This includes policy developed by FEMA specific disaster recovery grants and any other guidance issued by Federal agencies.

2. Categorize, record, track, and file costs in support of the financial reimbursement process. Develop IT solutions that support such grants management.
3. Perform internal controls assessment and support compliance monitoring activities.
4. Provide expertise using systems to report information to assist in the management of the disaster recovery programs.

H. Resilient Community Planning Program Support

1. Develop a resilience strategy and program, including goals and strategies.
2. Conduct preparedness-related services (including training design and execution) and associated pre/post-disaster recovery planning (e.g., disaster cost recovery, debris management, hazard mitigation).
3. Conduct preparedness-related services that support (directly or indirectly) a jurisdiction's resilience program.

I. Long-Term Recovery Operations Implementation Support

1. Manage the operations of the recovery structure to engage with the impacted community(ies), State and Federal agencies, and non-governmental organizations to identify community recovery needs and develop and implement strategy to support the local recovery efforts.
 - i. Support the disaster recovery coordinator and other mission support personnel to implement recovery priorities.
 - ii. Coordinate with agencies and partners, as necessary, necessary to participate within the Recovery Support Function (RSF) structure.
 - iii. Coordinate with emergency management and other departments to determine resources to fill staffing needs.
2. Engage with the impacted community(ies) to provide technical assistance and guidance in developing a local recovery management structure, as necessary.
3. Engage with the impacted community(ies), and provide technical assistance as appropriate, to determine recovery needs and goals.
4. Identify State and Federal resources available to support local recovery goals.
5. Develop strategies for each RSF to provide technical assistance and programmatic support to meet the local recovery needs.

6. Manage cost recovery and recovery financing efforts to secure funding for identified recovery strategies.
7. Manage the implementation of the strategies, including providing technical assistance to community(ies) as needed throughout the recovery process to identify and address continuing needs. Evaluate strategies to determine effectiveness in meeting recovery needs and adapt as needed.
8. Evaluate the need for RSFs and a recovery structure throughout long-term recovery process and adapt the structure as needed through time to manage operations effectively and efficiently.
9. Provide a plan to transition recovery efforts to steady state operations and demobilizing the recovery structure. This may include providing guidance on the transition to steady state.

J. Emergency Operations Center and Joint Field Office Staff Augmentation

1. Provide staff augmentation to the Emergency Operations Center (EOC) and/or the Joint Field Office (JFO) in support of disaster response and recovery operations.
2. Assist Deerfield Beach, in determining staff need and composition for the EOC and/or JFO.
3. Staff must be trained and experienced with knowledge and expertise to serve in the positions of chief, deputy chief, or specialists for the following sections (refer to Exhibit XI- EOC Chart):
 - i. Command
 - ii. EOC/ JFO Chief of Staff
 - iii. Safety Officer
 - iv. Public Information Officer
 - v. Liaison Officer
 - vi. Operation Section
 - vii. Planning/Intelligence Section
 - viii. Logistics Section
 - ix. Finance and Administration Section
4. Provide additional expertise and staffing as needed to support additional disaster response and recovery efforts.

CONTRACTOR EXPECTATIONS

The contractor will be required to track their reimbursable hours and costs to facilitate reimbursement by Federal agencies, including FEMA, when applicable. Timesheets will include specific descriptions of tasks performed and results achieved.

A. COMPLIANCE WITH LOCAL, STATE AND FEDERAL REQUIREMENTS

Each Proposer must be in compliance with all local, State, and Federal Requirements and be prepared to implement programs that comply with these requirements.

[End of Document]

Event Number	RFP 25-039 Addendum 3	Organization	City of Deerfield Beach
Event Title	Emergency Project Management (REBID)	Workgroup	Purchasing Dept.
Event Description	Scope of Services: The City of Deerfield Beach	Event Owner	Eddyson Etienne
Event Type	RFP	Email	eetienne@deerfield-beach.com
Issue Date	7/9/2025 05:26:28 PM (ET)	Phone	954 (250) 4039
Close Date	9/3/2025 02:00:00 PM (ET)	Fax	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
Disaster Program & Operations	PONTE VEDRA BEACH	FL	9/3/2025 01:37:21 PM (ET)	12	\$372,000.00
AC Disaster Consulting, LLC	Denver	CO	9/3/2025 01:11:16 PM (ET)	12	\$423,000.00
High Street Consulting, LLC	Reston	VA	9/3/2025 08:46:36 AM (ET)	12	\$493,200.00
Tetra Tech, Inc.	Maitland	FL	9/2/2025 05:11:42 PM (ET)	12	\$507,000.00
Accenture Infrastructure and Cloud	Ocoee	FL	9/3/2025 10:50:21 AM (ET)	12	\$532,500.00
GrantWorks Inc	Austin	TX	9/3/2025 11:05:47 AM (ET)	12	\$546,000.00

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



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2025-593

Agenda Date: 12/16/2025

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 special event permit application submitted by Achieve University, Inc. to host the All in for Florida Vipers by Achieve Fundraiser event taking place at the Johnny L. Tigner Community Center on January 17, 2026, from 6:00 pm to 10:00 pm; 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

Achieve University, Inc. is requesting to host a fundraising event for the Florida Vipers basketball organization at the Johnny L. Tigner Community Center, featuring games, raffle prizes, drinks and food. The event's admission fee ranges from \$50 - \$100, with an expected attendance of approximately 50 - 100 people. The organization is requesting that the City Commission permit ticket sales for this event.

This application has been reviewed by the special event committee and the applicant will be required to adhere to all requirements set forth by BSO - Fire Rescue and BSO - Law Enforcement. Additionally, any necessary permits or licenses required for the event will be required to be obtained prior to its occurrence.

Recommendation

The Parks and Recreation Department recommends approval of the application.

RESOLUTION NO. 2025/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE SPECIAL EVENT PERMIT APPLICATION SUBMITTED BY ACHIEVE UNIVERSITY, INC. TO HOST THE ALL IN FOR FLORIDA VIPERS BY ACHIEVE FUNDRAISER EVENT TAKING PLACE AT THE JOHNNY L. TIGNER COMMUNITY CENTER ON JANUARY 17, 2026, FROM 6:00 PM TO 10:00 PM; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Achieve University, Inc. (the “Applicant”) intends to host a fundraiser for the Florida Vipers Basketball Organization within the Ballroom at the Johnny L. Tigner Community Center on Saturday January 17, 2026, from 6:00 p.m. to 10:00 p.m. (the “Event”) in the City of Deerfield Beach (the “City”); and

WHEREAS, according to the Special Event Permit Application submitted by the Applicant (the “Application”), the Event is open to the public with approximately 50-100 individuals anticipated to attend the Event; and

WHEREAS, the Applicant intends on requiring donations through a fee for entrance to the Event; and

WHEREAS, the Event will include musical entertainment, alcohol and food prepared off-site; and

WHEREAS, the City Commission finds that it is in the best interest of the City to approve the Application, including the Applicant’s ticket sales to the Event for donations, subject to the Applicant complying with all applicable federal, state, and local laws in connection with the Event.

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

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

Section 2. The City Commission approves the Event Application, subject to the Applicant’s compliance with all applicable federal, state, and local laws, including compliance with the City’s special event regulations and submission of the required proof of insurance, and agreement to indemnify, defend and hold the City harmless from claims related to the Event. The City Commission hereby approves the ticket sales and the serving of alcohol during the Event.

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

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2025.

TODD DROSKY, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK



City of Deerfield Beach Special Event Application

The City of Deerfield Beach reserves the right to evaluate and consider all applications based on suitability and alignment with our community's standards. We prioritize maintaining the integrity of our City by ensuring safety, cleanliness of our beaches and community, optimal utilization of resources, and adherence to ethical principles. We maintain the right to approve or deny applications as deemed necessary.

Application #		Complete Application Received:	
---------------	--	--------------------------------	--

**Above is for City use only*

A non-refundable application processing fee (based on below timeline) is required with this application but does not guarantee approval. A Permit Application will be determined complete on the date which all required documentation, including fee, is submitted. The non-refundable application fee must be submitted with enough time to get the application approved. Please allow time for processing applications; depending on the scope of event, applicant may be required to attend the Special Events Review Committee meeting and/or require City Commission approval. This may take up to 60 days.

Days Until Event	Resident Fee	Non-Resident Fee
90+ days before event	\$200	\$300
45 to 89 days before event	\$250	\$350
30 to 44 days before event	\$300	\$400
14 to 29 days before event	\$350	\$450
Non-Profit Rate	\$100	\$100
Beach Deposit on City Property	\$2,500-\$5,000	\$2,500-\$10,000

**Non-profits must show proof of non-profit status to receive non-profit rates.*

APPLICANT INFORMATION	
Organization Name: <u>Achieve University INC</u>	
Contact Name: <u>Marjorie McThay</u>	Contact Phone: <u>954 668 1328</u>
Email Address: <u>connectflv@gmail.com</u>	
Address: <u>1241 SW 10th St</u> City, State, ZIP: <u>Deerfield Beach</u>	
Organization Status:	
☐ For Profit	
☒ Non-Profit (must include IRS 501(c) tax exempt letter)	
☐ Other:	

EVENT INFORMATION

Event Name:

"All in" for Florida Vipers by Achieve D.

Proposed Date:

Alternative Date:

Event Address:

435 SW 2nd St

City, State, ZIP:

Deerfield Beach FL 33441

Venue/Location Name (if applicable):

Johnny L. Tigner Community Center

Type of Event:

Fundraiser event

Description of Event:

Parent fundraising event for non profit basketball org.

	Date	Day	Start Time	End Time
Setup	01/17/2026	Saturday	4 pm	5 pm
Event Start	01/17/2026	Saturday	6 pm	10 pm
Event End	01/17/2026	Saturday	10 pm	10 pm
Breakdown	01/17/2026	Saturday	9 pm	10 pm

of years this event has taken place (including previous locations & attendance if applicable):

First year

Anticipated Attendance:

50-100

Property Owner Permission

I, the undersigned as owner of the property where the event will be located, do hereby grant permission for use of my property for the event described above. *City property is exempt (no signature necessary).

Name:

Signature:

Phone:

Date:

*Additional documentation may be requested depending on location of event

Will you require the use of a City park? If yes, please specify park:

*City park must have a park rental permit

Will your event require use of the beach?

☒ No☐ Yes (Any events taking place on the beach during sea turtle nesting season, March 1st – October 31st, must contact the Florida Department of Environmental Protection and obtain a field permit.)

Will you require parking spaces in the Main Beach Parking Lot?

☒ No☐ Yes, _____ spaces

Will you require parking spaces along Ocean Way?

☒ No☐ Yes, _____ spaces

Will you require parking spaces in the Pier Parking Lot?

☒ No☐ Yes, _____ spaces

*City parking spaces require fees (fees start at \$25 per day, per space)

VENDOR INFORMATION

Will your event be serving food?

☐ No

☒ Yes, food will be prepared:

☒ Off-Site

☐ On-Site

If prepared on-site, method used for cooking:

☐

N/A

☐

Gas

☐

Propane

☐

Charcoal

☐

Fryer

☐

Food truck

☐

Other, please list:

*Food vendors require proper licensing & COI

*Food vendors may require inspection(s), at the cost of the Organizer

List other vendors:

ADDITIONAL BSO/BUILDING/PERMIT REQUIREMENTS

Will there be alcohol at this Event?

☐ No

☒ Yes (requires City Commission approval)

If yes, a State of Florida alcohol license is required

Will you be using tents for your Event?

Tent Size	# of Tents

*If on City property, tents must be weighted; no stakes allowed

*Tents over 10x10 require a permit (Building Department)

Will there be a stage at your Event?

☒

No

☐

Yes

If yes, an additional permit may be required (Building Department)

Will your event have bounce houses or inflatables?

- ☒ No
☐ Yes

If yes, provide name of company & phone number:

*Vendor must provide a copy of the company's Certificate of Insurance to the City

Will your event have amusement ride(s)?

- ☒ No
☐ Yes

If yes, ride(s) will require State and City inspections, at the cost of the Organizer; a Certificate of Insurance is required

Will your event require electricity? (NOTE: The City does not provide POWER or WATER)

- ☐ No
☒ Yes

Will a generator be used?

- ☒ No
☐ Yes, generator will be:

- ☐ Over 5,000 Watts
☐ Under 5,000 Watts

*Generator over 5,000 Watts require a permit (Building Department)

Will your event include the use of fireworks or pyrotechnics?

- ☒ No
☐ Yes

If yes, please describe (additional information may be required):

Will your event require road closures?

- ☒ No
☐ Yes

If yes, please attach map with closures clearly marked. Identify all barricades, blockades, fencing, etc.

*If closing FDOT roads, City Commission is required

Will your event be using a licensed security company?

- ☐ No
☒ Yes

If yes, provide name of company and phone number:

*Vendor must provide a copy of the company's Certificate of Insurance to the City

The applicant will be responsible for traffic and crowd control and may be required to hire off-duty detail Broward Sheriff Office deputies for traffic, safety and crowd control at the discretion of the BSO.

Initial: MPM

*Request forms available through Special Details@sheriff.org

PROMOTIONAL INFORMATION

Website/Social Media: instagram: @achieveuniversityflv
website: FloridaVipersAcademy.com

How do you plan on advertising your event? Please list.
Social Media & website

Promotional & Event Signs/Banners

Sign/Banner Size	Location	Description
95" x 96"	Johnny L. Tigner Comm. center	Step-n-repeat backdrop

ADDITIONAL EVENT INFORMATION

Will amplified sound be used?

☒ No
☐ Yes

Will musical entertainment be used?

☐ No
☒ Yes

Is there a fee for this event?

☐ No
☒ Yes (if yes, describe below)

If there is a fee, this is a ticketed event, or you are charging for space, describe and include fee amounts (requires City Commission approval): donation fee for a ticket entrance

Will this event create an impact on parking?

☒ No
☐ Yes

If yes, please list where additional parking will be located:

INDEMNIFICATION AGREEMENT

I, Marjorie C. McThay, individually and as the agent/
(Individual's Name)

representing Achieve University Inc, do hereby agree to indemnify
(Vendor/Company's Name)

and hold harmless and defend the City of Deerfield Beach, Florida, its elected officials, officers, agents, employees and contractors from and against any and all loss, damage, claim, suit, actions, demand, liability or expense by reason of any damage or injury to property or person, including death, which may be claimed to have arisen as a result of or in connection with the occupancy or use of said premises by

"All in" for Florida Vipers by Achieve University Inc during the conduct
(Vendor/Company's Name/description of service/performance/product being sold)

of January 17, 2026 (the "Special Event") being held at Johnny L. Tigner
on the date(s) of:

Community Center 435 SW 2nd St Deerfield
Beach FL 33441

Such obligation to indemnify and hold harmless and defend shall continue notwithstanding any negligence or comparative negligence on the part of the City relating to such loss or damage and shall include all costs, expenses, attorney's fees and liabilities incurred by the City in connection with any such claim, suit, action or cause of action, including the investigation thereof and the defense of any action or proceeding brought thereon and any order, judgment or decree which may be entered in any such action or proceeding or as a result thereof. These provisions shall survive the expiration or earlier termination of the use of premises. Nothing 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.

I agree that through the execution of this document by me and/or by an authorized representative, that this agreement is intended to legally bind myself, the authorized representative, agent, the company/corporation named herein and their heirs executors, administrators and corporate officers.

[Signature] Marjorie McThay
Signature Print Name

Director of Operations 954 668 1328
Title Daytime phone number

Date: 10/20/2025

Address: 4100 N. Powerline Rd Unit 01

City: Pompano Beach State: FL Zip: 33073

Witness: [Signature] Print Name: _____ Date: _____
Signature



Department of the Treasury
Internal Revenue Service
Tax Exempt and Government Entities
P.O. Box 2508
Cincinnati, OH 45201

ACHIEVE UNIVERSITY INC
1241 SW 10TH TER
DEERFIELD BEACH, FL 33441

Date:
03/15/2023
Employer ID number:
92-2162565
Person to contact:
Name: Customer Service
ID number: 31954
Telephone: 877-829-5500
Accounting period ending:
December 31
Public charity status:
509(a)(2)
Form 990 / 990-EZ / 990-N required:
Yes
Effective date of exemption:
February 13, 2023
Contribution deductibility:
Yes
Addendum applies:
No
DLN:
26053469002253

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,

Stephen A. Martin
Director, Exempt Organizations
Rulings and Agreements

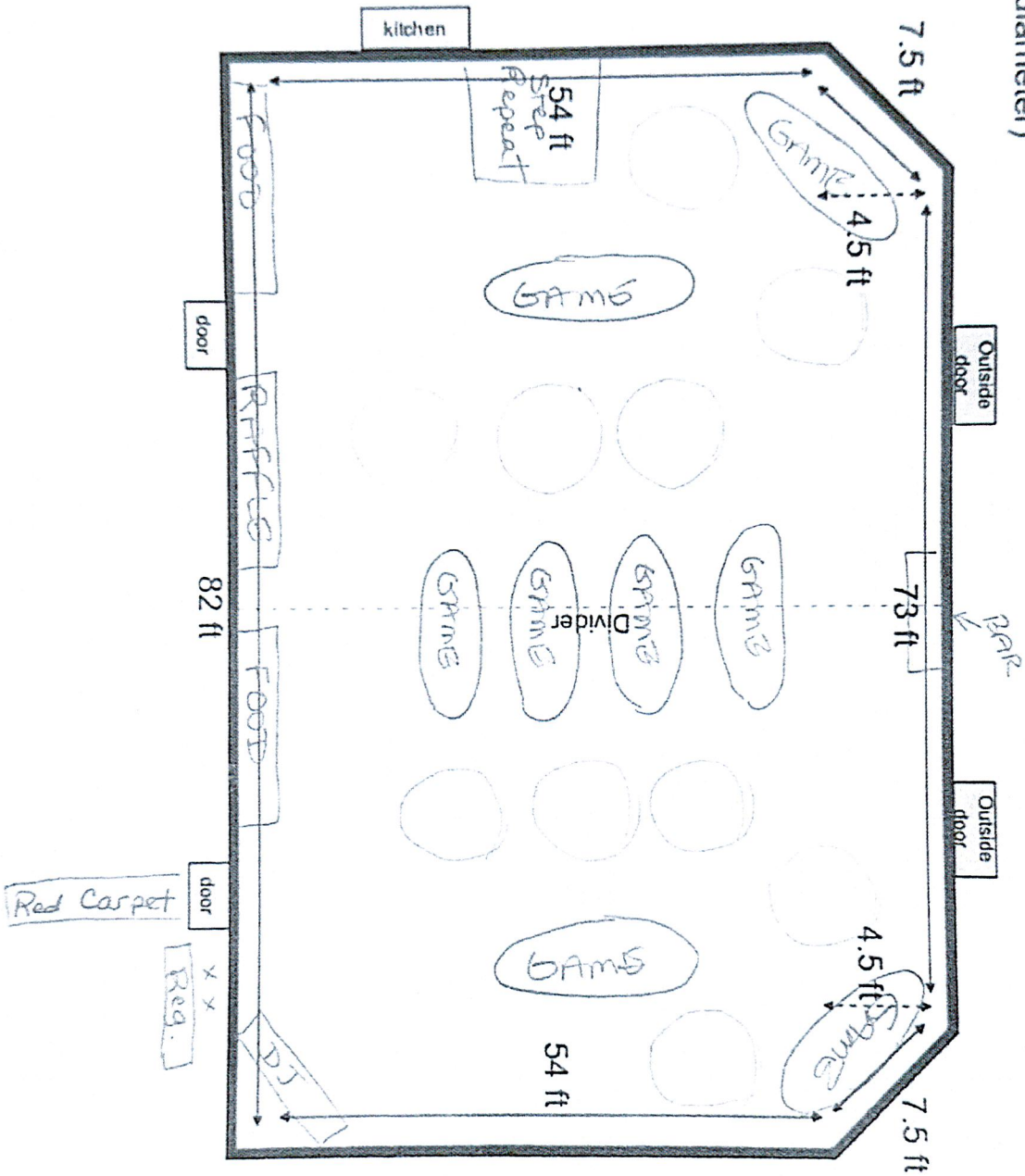
Letter 947 (Rev. 2-2020)
Catalog Number 35152P

Available:

24 round tables (72 inches)

144 chairs (6/table)

Table + chair (8 ft. diameter)



- Includes:
- ✓ Tables
 - ✓ Chairs
 - ✓ Stage
 - ✓ Dance floor
 - ✓ Serving tables
 - ✓ DJ/Entertainment
 - ✓ Small generator
 - ✓ Any items that take up floor space

The applicant shall be responsible for maintaining all areas encompassed by the event in a safe, clean and orderly condition. The applicant will be responsible for the removal of trash or debris, restoration of damaged shrubs, plants, turf, underground utilities, structures, irrigation, trees, and paved surfaces on any portion of City or other public property.

Initial: AM

Completed Application Packet Checklist

	Special Event Permit Application completed.
	A map/site plan for event location including parking, traffic flow, rides, location of signage, tents, staging, generators, fences, pyrotechnic materials, emergency access routes, etc. Must be legible and dimensioned.
	Non-refundable application fee.
	Certification of State of Florida not-for-profit status (if applicable).
	Property owner permission as a notarized letter from event site landowner authorizing the event on their property (if not on applicant's property).
	Certificates of insurance from the individual or organization naming the City of Deerfield Beach (150 NE 2nd Ave) and Broward Sheriff's Office (2601 W Broward Blvd) as additionally insured.
	Any applicable Certificates of Insurance and/or licensing for vendors
	Signed Hold Harmless Agreement.
	Approved rental permit from the Parks and Recreation Department, if the event location is at a City of Deerfield Beach public park.

Contact Numbers

Broward Sheriff's Office	954-480-4300
BSO Special Detail Office	954-831-8199
Building Department	954-480-4250
Code Enforcement	954-480-4238
Risk Management	954-480-4255
Special Events	954-480-4429
Parks & Recreation	954-480-4433

The City of Deerfield Beach is now 100% digital.
Be sure to have an account created on our online
platform CIVIC REC for all payments.





DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
DIVISION OF ALCOHOLIC BEVERAGES & TOBACCO
ODP APPLICATION# 202229 FILE # 57317

TEMPORARY LICENSE/PERMIT

EFFECTIVE DATE: January 17, 2026 EXPIRATION DATE: January 18, 2026

DATE	RECEIPT NBR	FEE	LICENSE NBR	SERIES	CLASS
11/05/2025	258107657	\$25	ODP1602911	ODP	

NON-TRANSFERABLE, DISPLAY CONSPICUOUSLY, VALID ONLY FOR THE DATE AND PLACE INDICATED

ACHIEVE UNIVERSITY
435 SW 2ND ST
DEERFIELD BEACH, FL 33441

CONTROL NUMBER: 35098131

DISPLAY AS REQUIRED BY LAW



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2025-611

Agenda Date: 12/16/2025

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 special event permit application submitted by the Kiwanis Club of Deerfield Beach-West, Inc. to host a "Prayer Breakfast" special event taking place at the Johnny L. Tigner Community Center on January 17, 2026, from 9:00 am to 11:00 am; providing for an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Current Activity:

The Kiwanis Club of Deerfield Beach West is requesting to host a "prayer breakfast" event at the Johnny L. Tigner Community Center. The event's admission fee is \$35 per person, with an expected attendance of approximately 80 - 100 people. The organization is requesting that the City Commission allow ticket sales for this event.

This application has been reviewed by the special event team and the applicant will be required to adhere to all requirements set forth by BSO - Fire Rescue and BSO - Law Enforcement. Additionally, any necessary permits or licenses required for the event will be required to be obtained prior to its occurrence.

Recommendation

The Parks and Recreation Department recommends approval of the application.

RESOLUTION NO. 2025/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE SPECIAL EVENT PERMIT APPLICATION SUBMITTED BY THE KIWANIS CLUB OF DEERFIELD BEACH-WEST, INC. TO HOST A “PRAYER BREAKFAST” SPECIAL EVENT TAKING PLACE AT THE JOHNNY L. TIGNER COMMUNITY CENTER ON JANUARY 17, 2026, FROM 9:00 AM TO 11:00 AM; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Kiwanis Club of Deerfield Beach-West, Inc. (the “Applicant”) intends to host a prayer breakfast within the Ballroom at the Johnny L. Tigner Community Center on Saturday January 17, 2026, from 9:00 a.m. to 11:00 a.m. (the “Event”) in the City of Deerfield Beach (the “City”); and

WHEREAS, according to the Special Event Permit Application submitted by the Applicant (the “Application”), the Event is open to the public with approximately 80-100 individuals anticipated to attend the Event; and

WHEREAS, the Applicant intends on charging an admission fee to the Event, which is deemed to be ticket sales; and

WHEREAS, the Event will include musical entertainment and food prepared off-site; and

WHEREAS, the City Commission finds that it is in the best interest of the City to approve the Application, including the Applicant’s ticket sales for admission to the Event, subject to the Applicant complying with all applicable federal, state, and local laws in connection with the Event.

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

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

Section 2. The City Commission approves the Event Application, subject to the Applicant’s compliance with all applicable federal, state, and local laws, including compliance with the City’s special event regulations and submission of the required proof of insurance, and agreement to indemnify, defend and hold the City harmless from claims related to the Event. The City Commission hereby approves the ticket sales for admission to the Event.

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

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

PASSED AND ADOPTED THIS _____ DAY OF _____, 2025.

TODD DROSKY, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK



City of Deerfield Beach

Tigner Ballroom Application

The City of Deerfield Beach reserves the right to evaluate and consider all applications based on suitability and alignment with our community's standards. We prioritize maintaining the integrity of our City by ensuring safety, cleanliness of our beaches and community, optimal utilization of resources, and adherence to ethical principles. We maintain the right to approve or deny applications as deemed necessary.

Please allow time for processing applications; depending on the scope of event, applicant may be required to attend the Special Events Review Committee meeting and/or require City Commission approval. This may take up to 60 days.

APPLICANT INFORMATION	
Organization Name: <u>Kiwanis Deerfield - West</u>	
Contact Name: <u>Terry Scott</u>	Contact Phone: <u>954-708-4562</u>
Email Address: <u>scottytds@aol.com</u>	
Address: <u>180 SW 3rd Ave</u>	City, State, ZIP: <u>Deerfield Bch, FL 33441</u>
Organization Status: ☐ For Profit ☐ Non-Profit (must include IRS 501(c) tax exempt letter) ☒ Other:	

EVENT INFORMATION										
Event Name: <u>MLK Prayer Breakfast</u>	Proposed Date: <u>Jan 17th</u>	Alternative Date:								
Event Address: <u>445 SW 2nd Street</u>	City, State, ZIP: <u>Deerfield Beach, FL 33441</u>									
Venue/Location Name: <u>Johnny L. Tigner Community Center</u>										
Type of Event: <u>Prayer Breakfast</u>										
Description of Event:										
<table border="1"><tbody><tr><td>Setup Time:</td><td><u>7 AM</u></td></tr><tr><td>Event Start Time:</td><td><u>9 AM</u></td></tr><tr><td>Event End Time:</td><td><u>11 AM</u></td></tr><tr><td>Breakdown Time:</td><td><u>11 AM</u></td></tr></tbody></table>			Setup Time:	<u>7 AM</u>	Event Start Time:	<u>9 AM</u>	Event End Time:	<u>11 AM</u>	Breakdown Time:	<u>11 AM</u>
Setup Time:	<u>7 AM</u>									
Event Start Time:	<u>9 AM</u>									
Event End Time:	<u>11 AM</u>									
Breakdown Time:	<u>11 AM</u>									
*Reminder that room blocks are for 6 hours total.										
Anticipated Attendance: <u>80-100 people</u>										

VENDOR INFORMATION

Will your event be serving food?

- ☐ No
☒ Yes, food will be prepared:
☒ Off-Site
☐ On-Site

If prepared on-site, method used for cooking:

- ☐ N/A
☐ Gas
☐ Propane
☐ Charcoal
☐ Fryer
☐ Food truck
☐ Other, please list:

*Food vendors require proper licensing & insurance

*Food vendors may require inspection(s), at the cost of the Organizer

Will your event utilize other outside vendors?

- ☐ No
☒ Yes, there will be:
☒ DJ, a band, or entertainment
☒ Decorator
☐ Event company
☐ Stage
☐ Inflatable
☐ Other(s): _____

*Applicant must provide a copy of the company's Certificate of Insurance to the City.

BSO/BUILDING/PERMIT REQUIREMENTS

Will there be alcohol at this Event?

- ☒ No
☐ Yes
 - o Requires Organizer to attend Special Events Review Board meeting
 - o Requires a State of Florida alcohol license
 - o Requires a BSO special detail officer at the cost of the organizer (*forms available through Special_Details@sheriff.org*)

Will you be charging any fees, selling tickets or vendor space, or requiring donations/purchases for this event?

- ☐ No
☒ Yes List items/fees: \$35.00
 - o Requires Organizer to attend Special Events Review Board meeting
 - o Requires Commission Approval; please allow up to 60 days for review and approval process

Will a generator be used? (*Building power is available; generators typically used for larger productions)

☒ **No**

☐ **Yes, generator will be:**

☐ **Over 5,000 Watts**

☐ **Under 5,000 Watts**

***Generator over 5,000 Watts require a permit (Building Department)**

Promotional & Event Signs/Banners

Sign/Banner Size	Location	Description

The applicant will be responsible for traffic and crowd control and may be required to hire off-duty Broward Sheriff Office deputies for traffic, safety and crowd control at the discretion of the BSO.

Initial: 

***Request forms available through Special_Details@sheriff.org**

Completed Application Packet Checklist

	Permit Application completed.
	Rental Guidelines initialed.
	A map/site plan schematic for event including tables, dance floor, stage, generators, emergency access routes, etc. Must be legible and dimensioned.
	Certification of State of Florida not-for-profit status (if applicable).
	Certificates of insurance from the individual or organization naming the City of Deerfield Beach (150 NE 2nd Ave) and Broward Sheriff's Office (2601 W Broward Blvd) as additionally insured.
	Any applicable Certificates of Insurance and/or licensing for vendors.
	Signed Hold Harmless Agreement.
	Ballroom fees paid via Civic Rec and online waiver signed.
	Liquor License obtained.
	BSO detail obtained.

RENTAL GUIDELINES: INITIAL BY EACH

\$ 1. **INDEMNIFICATION:** Permittee is solely responsible and answerable for damages for all accidents or injuries to persons or property resulting from his/her use of facility. Applicant specifically assumes all risks on its own behalf and on behalf of all its invitees and participants and supervisors. By its signature below, Permittee acknowledges that they have carefully viewed the premises and facilities to be used and has made its own judgement that the premises are suitable for their intended use. Permittee does hereby agree to indemnify, defend and hold the City of Deerfield Beach and its employees, officials, and agents harmless from any and all any and all claims, suits, actions, damages or causes of action arising as a result of or during its use of the premises or facilities. Nothing in this agreement shall waive the City's Sovereign Immunity.

\$ 2. **ACCESS:** Rental of a facility reserves access to the kitchen and main room of the building. The lobby is not included in the rental. Limited equipment (such as tables and chairs) are included. Tables and chairs will NOT be transferred between centers for rentals. The list below describes what equipment is included at each facility:

City staff will assist with moving its own equipment (tables and chairs) within the facility upon request from the renter. City staff is not responsible or obligated to assist in moving any of the renter's personal items.

\$ 3. **DAMAGE DEPOSIT:** A damage deposit will be held for all facility reservations. **If facilities and/or equipment are left damaged, dirty or if the building is not vacated by the end time of the permit, applicable fees will be deducted from the damage deposit.** Should incurred fees exceed the amount of the damage deposit, the Permittee will be billed the additional amount. The Permittee will be prohibited from future use of any facility or program should they fail to pay the additional assessed amount.

\$ 4. **NO REFUNDS:** All fees are non-refundable.

\$ 5. **SUBJECT TO CHANGE:** Any person granted the use of the facility must realize that the space and/or meeting time assigned are subject to change by the Parks and Recreation Department at any time. The City reserves the right to cancel or reschedule any event, at any time, at its discretion.

\$ 6. **EQUIPMENT:** Under no circumstances are Permittees allowed to remove chairs, tables, or any other equipment from a facility.

\$ 7. **ALCOHOL & GAMBLING:** No alcoholic beverage consumption or gambling is allowed on City property unless approved through application process at Tigner Community Center.

\$ 8. **AGE:** Permits will be issued only to adults (i.e. 18 years of age or older). If minors participate in the event, the Permittee accepts responsibility to supervise them throughout the time period covered by this permit.

\$ 9. **FACILITY CONDITION:** The facility must be left clean, returned to original condition and vacated by the time designated on the permit; all decorations including tape, etc. must be removed. The use of staples and tacks are prohibited. No decorations are to be attached, adhered, or in any way connected to the ceiling, ceiling tiles, or equipment mounted to the ceiling.

\$ 10. **STAFFING:** A City employee will be scheduled for all indoor rentals. This person will supervise the facility. This person will assess the condition of the facility before and after each rental.

and confirm that the Permittee followed the rules and regulations. They will advise Parks and Recreation Department supervisory staff regarding the refund of your damage/security deposit.

\$ 11. **PERMIT CHANGES:** Parks and Recreation Department supervisory staff must be notified of any changes pertaining to your facility use permit.

\$ 12. **INSURANCE:** Permittee agrees to purchase such insurance for the event as required by the City and to name the City as additionally insured on said insurance policy. The City may require said insurance to be in place prior to use of premises or facilities.

\$ 13. **PAYMENT:** Full payment of rental fees are due at the time of application.

\$ 14. **LATE CHARGES:** Any rental, which extends beyond normal operating hours, will have additional staff charge added to it.

\$ 15. **ADMISSION:** No tickets are to be sold at the door or any admission charged for your rental/event unless you have obtained written authorization from the Director of Parks and Recreation.

\$ 16. **STYROFOAM BAN:** The use of expanded polystyrene, commonly known as Styrofoam, is prohibited at any City facility, per the City's Municipal code (Sec. 34-170).

\$ 17. **PLASTIC STRAW BAN:** The use of plastic straws will be prohibited in the City of Deerfield Beach beginning April 1, 2019, per the City's Municipal code (Sec. 34-180). Alternatives, such as metal and paper straws are acceptable.

\$ 18. **BROWARD COUNTY EMERGENCY ORDERS.** In accordance with the Broward County Comprehensive Emergency Order (the "BCEO"), the facility can have the greater of (1) up to 50% maximum capacity or (2) 100-person maximum. Permittee and all guests must wear facial coverings in accordance with the BCEO, as amended.

\$ 19. **COMPLIANCE WITH LAWS, RULES, AND REGULATIONS:** Permittee agrees to comply with all applicable laws and Orders, including but not limited to the Governor's Executive Orders, the BCEO, as may be amended or superseded, City Emergency Orders, and applicable CDC social distancing guidelines. For purposes of the BCEO, the word "household" refers to a group of persons that are residing together in the same home and not just persons that are of the same family but do not live together. Permittee also agrees to comply with all applicable federal, state, and local laws, ordinances, rules, and regulations.

\$ 20. **REVOCATION/TERMINATION:** Permittee acknowledges and understands that the permit is limited to the conditions set forth in this agreement and set forth in the permit application and is revocable by the City at any time. In the event of emergency circumstances or in the event the City finds that a threat to the public health or safety is involved or Permittee violates the conditions of this Agreement, including social distancing guidelines, the Permit may be revoked and terminated by the City verbally, effective immediately, followed by prompt written confirmation. Failure to abide by the BCEO in connection with the event will immediately result in the event being suspended by the City and all those in violation of the BCEO will be immediately removed from the premises and may be subject to civil or criminal penalties. Applicant may terminate the Permit upon written notice to the City.

INDEMNIFICATION AGREEMENT

I, Terry Scott, individually and as the agent/
(Individual's Name)

representing Kiwanis Deerfield-West, do hereby agree to indemnify
(Vendor/Company's Name)

and hold harmless and defend the City of Deerfield Beach, Florida, its elected officials, officers, agents, employees and contractors from and against any and all loss, damage, claim, suit, actions, demand, liability or expense by reason of any damage or injury to property or person, including death, which may be claimed to have arisen as a result of or in connection with the occupancy or use of said premises by

_____ during the conduct
(Vendor/Company's Name/description of service/performance/product being sold)

of Prayer Breakfast (the "Special Event") being held at Johnny L Tigner Center
on the date(s) of: Jan 17, 25

Such obligation to indemnify and hold harmless and defend shall continue notwithstanding any negligence or comparative negligence on the part of the City relating to such loss or damage and shall include all costs, expenses, attorney's fees and liabilities incurred by the City in connection with any such claim, suit, action or cause of action, including the investigation thereof and the defense of any action or proceeding brought thereon and any order, judgment or decree which may be entered in any such action or proceeding or as a result thereof. These provisions shall survive the expiration or earlier termination of the use of premises. Nothing 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.

I agree that through the execution of this document by me and/or by an authorized representative, that this agreement is intended to legally bind myself, the authorized representative, agent, the company/corporation named herein and their heirs executors, administrators and corporate officers.

Terry Scott
Signature

President
Title

Terry Scott
Print Name

954-708-4562
Daytime phone number

Date: 11/19/2025

Address: 180 SW 3rd Ave

City: Deerfield Bch State: FL Zip: 33441

Witness: Gloria Battle Signature: Gloria Battle Print Name: Gloria Battle Date: 11/19/25

Available:

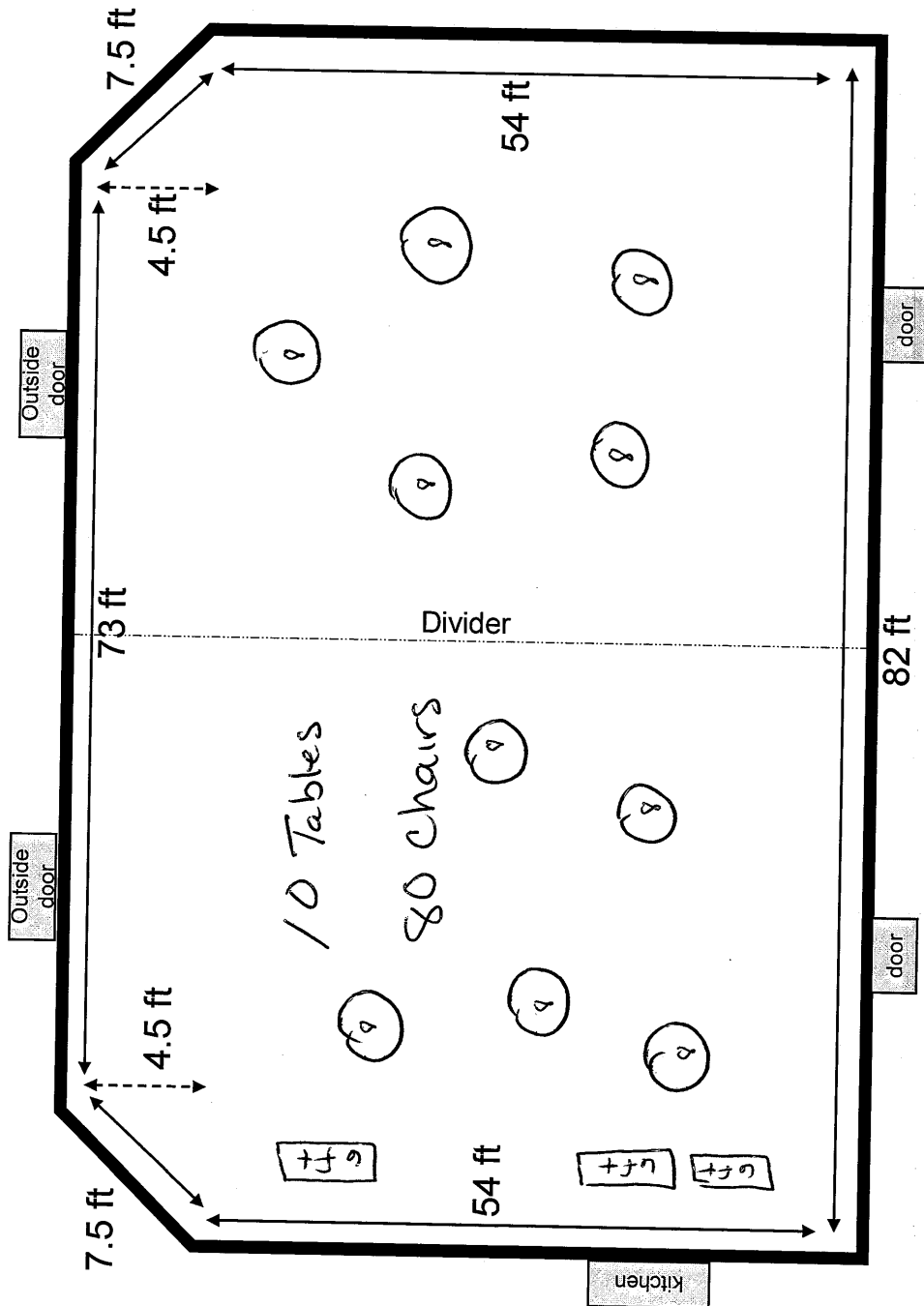
24 round tables (72 inches)

144 chairs (6/table)

Table + chair (8 ft. diameter)



- Include:**
- ✓ Tables
 - ✓ Chairs
 - ✓ Stage
 - ✓ Dance floor
 - ✓ Serving tables
 - ✓ DJ/Entertainment
 - ✓ Small generator
 - ✓ Any items that take up floor space





City of Deerfield Beach

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

Face Sheet File Number: I.D. 2025-569

Agenda Date: 12/16/2025

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, adopting the City's 2026 State Legislative Agenda; providing for transmittal, 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 publishes an annual Legislative Agenda before the Florida Legislative Session begins in Tallahassee, Florida. This agenda outlines the City's priorities and recommendations for the year, providing both the public and the Commission with a clear understanding of the City's plans.

The City of Deerfield Beach emphasizes the importance of local self-government and believes that officials who are closest to the community have the best understanding of its needs. Each item in the City's Legislative Agenda supports Home Rule, which empowers municipalities to govern themselves based on the wants and needs of their residents. A significant majority of Florida residents support Home Rule. Therefore, maintaining Home Rule and avoiding unfunded mandates are critical components of Deerfield Beach's state legislative priorities, as detailed in the City's fiscal year 2026 Legislative Agenda.

Current Activity

The City's fiscal year 2026 Legislative Agenda has been developed as a guiding policy platform to assist the City Commission during the 2026 State Legislative Session. The Florida Legislature convenes every year for sixty consecutive days, and the upcoming session will take place in Tallahassee from January 13, 2026 to March 13, 2026.

Recommendation

The Community Services Department recommends that the City Commission approve the City's fiscal year 2026 State Legislative Agenda.

RESOLUTION NO. 2025/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, ADOPTING THE CITY'S 2026 STATE LEGISLATIVE AGENDA; PROVIDING FOR TRANSMITTAL, IMPLEMENTATION, AND AN EFFECTIVE DATE

WHEREAS, the State of Florida Legislature convenes annually for its legislative session where the Legislature considers and enacts laws affecting the lives of all Floridians; and

WHEREAS, the City of Deerfield Beach ("City") believes in the importance of local self-government and that those officials closest to the people know their community best; and

WHEREAS, the City's legislative items for 2026 support home rule authority and a municipality's ability to govern itself based on the wants and needs of its residents; and

WHEREAS, the City Commission finds it to be in the best interests of the City to adopt the City's 2026 State Legislative Agenda, attached as Exhibit "A."

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

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

Section 2. The City Commission hereby adopts the City of Deerfield Beach's 2026 State Legislative Agenda, attached as Exhibit "A."

Section 3. The City Clerk is hereby directed to distribute a certified copy of this Resolution to the Broward County Legislative Delegation.

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

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2025.

CITY OF DEERFIELD BEACH

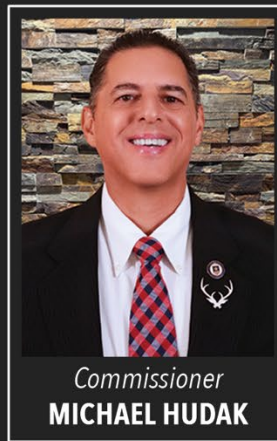
TODD DROSKY, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK



Mayor
TODD DROSKY



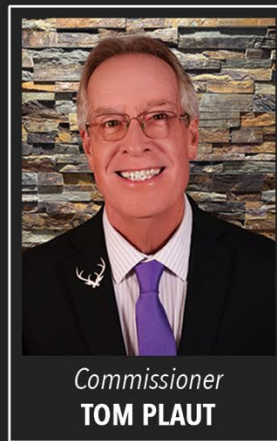
Commissioner
MICHAEL HUDAK



Commissioner
BEN PRESTON



Commissioner
DANIEL SHANETZKY



Commissioner
TOM PLAUT



City Manager
RODNEY BRIMOW

DEERFIELD BEACH CITY COMMISSION



150 N.E. 2nd Ave. • Deerfield Beach, Florida 33441 • 954.480.4200 • www.dfb.city

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INTRODUCTION

This State Legislative Agenda will serve as the guiding policy platform for the City of Deerfield Beach Commissioners during the 2026 State Legislative Session, which convenes in Tallahassee from January 13 through March 13, 2026.

POLICY STATEMENT

The City of Deerfield Beach believes in the importance of local self-government and that those officials closest to the people know their community best. Each of those issues supports Home Rule and a municipality's ability to govern itself based on the wants and needs of its residents. An overwhelming majority of Florida residents support Home Rule. The ability to maintain Home Rule and avoid unfunded mandates is essential to the City of Deerfield Beach's state legislative priorities and advocacy needs, as outlined in this legislative agenda.

VISION

OUR VISION PREPARES US FOR TOMORROW

A vibrant, safe, and resilient smart City working collaboratively with its community and providing exceptional value in local government services.

MISSION

OUR MISSION SHAPES OUR TODAY

To serve our diverse community with dignity and integrity, provide exceptional customer service and excellence in our delivery of service, and engage the community in the decisions that impact their lives.

CORE VALUES

WE CAN PREPARE FOR TOMORROW IF WE BELIEVE IN OUR VALUES DEERFIELD BEACH'S "SHARP" WORKFORCE

Service | Honesty | Accountability | Respect | Professionalism

THE CITY OF DEERFIELD BEACH

In 1890, a settlement named Hillsboro sprang up a mile west of the Intracoastal Waterway along the Hillsboro River. By 1898, a post office serving 20 settlers had been established, and the town was renamed Deerfield after the local deer. Early settlers farmed pineapples, tomatoes, green beans, and squash, while fishing was also a thriving trade.

In the early 1900s, the Florida East Coast Railroad bisected Deerfield's pineapple fields on its way to Miami. The town remained largely agricultural until the 1940s, when it was renamed Deerfield Beach.

Today, Deerfield Beach is a growing community on Southeast Florida's famous Gold Coast, home to over 87,578 residents and 6,600 businesses. The city offers excellent services and a high quality of life, blending the South Florida lifestyle with global economic opportunities.

DEERFIELD BEACH STATISTICAL INFORMATION



**DATE OF CITY
INCORPORATION**
June 11, 1925



**DATE OF FIRST
CHARTER ADOPTED**
1925



**FORM OF
GOVERNMENT**
Mayor / Commission



**DATE OF PRESENT
CHARTER ADOPTED**
1975



TOTAL AREA
16.3 Square Miles

- Paved
146.6 Miles
- Sidewalks
135 Miles
- Storm/Sanitary Sewers
28.62 Miles
- Force Main Sewers
151 Miles



PUBLIC SAFETY

- Fire Stations
6
- Fire Employees
144
- Police Stations
1
- Police Employees
152



WATER DEPARTMENT

- Meters
12,919
- Units
25,987
- Plant Capacity
23,600,000 Gallons per Day



RECREATION

- Parks
53
- Public Beach
5,700 Feet
- Municipal Pier
920 Feet

LOCAL FUNDING REQUEST PRIORITIES WITH SPONSORSHIP

ALZHEIMER'S DAYCARE

The City of Deerfield Beach Department of Community Services (also known as Northeast Focal Point at the Braithwaite Center for Active Aging delivers a structured and comprehensive array of programs and services that improve the independence, community engagement, and quality of life of adults, seniors, and children of northern Broward County and Deerfield Beach. In 1981, the City of Deerfield Beach and the Area Agency on Aging of Broward County partnered to develop what was then known as the Center for Active Aging. Over the last 45 years, the Center for Active Aging has expanded. It also operates and administers an Alzheimer's and Multicultural Day Care Center, as well as a preschool. It is the only intergenerational campus in Broward County.

SENIOR TRANSPORTATION PROGRAM

The City of Deerfield Beach Northeast Focal Point provides a structured and comprehensive array of programs and services that improve the independence, community engagement, and quality of life of adults, seniors, and children in northern Broward County and Deerfield Beach. In 1981, the City of Deerfield Beach and the Area Agency on Aging of Broward County partnered to develop the Northeast Focal Point. Over the last 45 years, the Northeast Focal Point has expanded. It now operates and administers a Senior Center, an Alzheimer's and Multicultural Adult Day Care Center, a preschool, and a senior transportation service. The Northeast Focal Point services the City of Deerfield Beach, Pompano, Lighthouse Point, Hillsboro Beach, Sea Ranch Lakes, and Lauderdale-By-The-Sea. It is the only intergenerational campus in Northern Broward County, with a variety of programs and services offered to its residents. Expanding transportation services at the Northeast Focal Point at the Braithwaite Center for Active Aging is vital to the success of programs. Seniors frequently utilize transportation services to and from the center, medical appointments, and shopping.

FIRE STATION 4 REMODELING PROJECT

A 22,000 sq. ft. well-known hub for Fire Rescue and Community Engagement was built in 1958. Originally located on Powerline Road, Deerfield Beach's Fire Station 4, located at 928 E. Hillsboro Boulevard, closed in 2011 following the merger of the City's Fire Department with Broward Sheriff's Office (BSO) Fire Rescue. It briefly reopened to improve emergency response times to key areas like the Florida Turnpike and Crystal Lake.

Today, this historic site—situated at the corner of Hillsboro Boulevard and US-1/Federal Highway, the main gateway to our beach—serves the community in new and impactful ways. The building now accommodates both BSO Fire Rescue operations and the Police Athletic League (PAL), an essential initiative of the Broward Sheriff's Office. This facility provides expanded services for the eastern part of the City, including the downtown area, municipal

beach, City Pier, and various businesses and parks. The site is equipped with one ladder truck, one engine, and one rescue vehicle, staffed by three shifts of nine first responders.

While the planned physical improvements—including roof replacement, exterior painting, door replacement, and electrical upgrades—may seem minor to some, they will help create a more welcoming and attractive intersection that both residents and visitors can appreciate as they pass through this unique corner of South Florida.

OVETA MCKEITHEN PARK OUTSIDE BASKETBALL COURTS AIR PAVILION

The City of Deerfield Beach owns and operates a 15-acre parcel at 445 SW 2nd Street, home to Oveta McKeithen Park. The Park has football fields, picnic shelters, baseball fields, a community center, and two connected outdoor full-court basketball courts.

The South Florida heat keeps residents from playing on the courts during the day, and frequent afternoon rain showers keep the courts unusable for extended periods. This project would provide for the construction of an air pavilion to cover the courts and keep the elements from disrupting usage.

This proposed air pavilion project would provide a covered space over two additional basketball courts by providing a common space for sports and recreation. Placing an air pavilion over the courts would foster a sense of community, becoming a gathering spot where residents can meet, socialize, and build lasting friendships, enhancing social cohesion.

FUTURE LOCAL FUNDING REQUEST

ENHANCING THE “FRONT DOOR” – I-95 GATEWAY IMPROVEMENTS

The City of Deerfield proudly holds the distinction of being Broward County's northernmost municipality, serving as the welcoming gateway that introduces visitors to the County's unique blend of beautiful beaches, active business centers, and small-town feel. Specifically, Hillsboro Boulevard serves as the primary east-west thoroughfare in the City of Deerfield Beach, functioning as the City's "Front Door" for visitors arriving from I-95. This crucial corridor requires aesthetic enhancements to create a welcoming and visually appealing entryway that reflects the City's character and identity.

This project focuses on revitalizing the critical I-95 and Hillsboro Boulevard corridor, serving as the primary gateway to the City and Broward County. The initiative encompasses a multi-pronged approach to enhance the visual appeal, safety, and functionality of this vital area.

FAU RESEARCH PARK BOULEVARD

The purpose of the FAU Research Blvd. The Roadway Improvement project is to increase the roadway capacity and multi-modal connectivity of FAU Research Park Blvd/SW 11th Way from SW 10th Street to NE 48th Street.

The City secured \$3,520,000 in funding through the Broward County Mobility Advancement Program, also known as the “Broward County Surtax”, for capacity improvements to FAU Research Park Boulevard. The City has recently completed the design of this project corridor between SW 10th Street and NE 48th Street. The scope of work for this design consists of road widening from two to four lanes; the addition of sidewalks, buffered bicycle lanes, and linear walking trails to encourage multiple modes of transportation, innovative intersection design; and landscaping, lighting, drainage, and stormwater improvements for the entire area.

ASBESTOS-CONCRETE PIPE REPLACEMENT PROJECT

The replacement of Asbestos-Concrete Piping (ACP) within the City's Potable Water Distribution System will serve several benefits to the City. The benefits include improving employee safety when repairing damaged or broken water mains, removing a possible source of contaminants in drinking water, replacing aging infrastructure at the end of its projected service life, and improving reliability and structural integrity. The scope of work consists of replacing aging ACP using trenchless technology, which will minimize disruptions to residents and reduce restoration costs. This project phase will replace approximately one mile of ACP.

THE WELL: A VIBRANT CULTURAL ARTS DISTRICT EVENT SPACE

"The Well" project aims to revitalize an underutilized City Property into an anchor event space, within a vibrant cultural arts district, serving as a cornerstone for community development and cultural expression. By repurposing the City's old Water Treatment Plant located at 220 Eller Street. The proposed project will address the existing lack of a centralized hub for artistic activities and community gatherings in the City.

This new space will foster collaboration among local artists, businesses, and residents, providing a platform for artistic performances, exhibitions, workshops, and community gatherings.

"The Well" will serve as a model for other communities seeking to revitalize underutilized spaces and foster cultural development. By successfully implementing this project, the City can demonstrate the positive impact of community-driven initiatives on redevelopment, cultural enrichment, and economic growth. With the City's commitment of \$2.6 million for feasibility studies, environmental and site evaluations, design, and construction, the Urban Land Institute's involvement will be critical in ensuring that "The Well" is designed and developed in a way that maximizes its community impact and serves as a sustainable and successful model for future projects.

RAILWAY FENCING (CONTINUATION FROM HILLSBORO BLVD TO SAMPLE ROAD)

Deerfield Beach would like to install one mile of fencing and columns along the Florida East Coast (FEC) railway on Dixie Highway from SW 15th Street to Sample Road. The project aims to increase public safety by mitigating railway accidents and fatalities. The railway, which spans three miles within City limits, is ground level with no barrier and within proximity to residential neighborhoods and area schools. Pedestrians frequently walk on railroad tracks and fail to utilize the designated railway crossing to cross the tracks. The lack of a railway barrier has created a public safety issue. The Deerfield Beach community has expressed concerns. In 2020, the City installed Phase I of the fencing, approximately one mile along Dixie Highway from Hillsboro Blvd. to SW 10th Street. With a Federal Appropriation request in 2023, Phase II of the fencing will be installed. A State Appropriation Request will allow the City to install the remaining one mile of fencing.

PARK SHADE STRUCTURE PROJECT

The City of Deerfield Beach offers a variety of park facilities that serve the recreational and physical needs of residents in both the City and Broward County. Three such facilities include the Oveta McKeithen Park athletic field bleachers, the Pastor Willie James Ford Sr. Park fitness court, and the Oveta McKeithen Park playground.

All three facilities share a common issue: the absence of shade structures to protect users from harmful ultraviolet rays and the heat of the South Florida sun. During youth football games on

the athletic field, parents and other spectators are exposed to direct sunlight, making it uncomfortable and risky for their skin. Additionally, the heat and sun exposure limit usage of the fitness court and playground, reducing the number of users and time spent there. Therefore, the City of Deerfield Beach is requesting \$125,000 to provide shade structures for these three facilities.

In South Florida, shade structures can protect users from harmful UV rays, lowering the risk of skin cancer and heat-related illnesses, especially among children, who have thinner skin and heat up more quickly. Shade also enhances the aesthetic appeal and usability of parks, attracting more visitors and fostering community engagement by creating comfortable, inviting spaces. Shade significantly reduces surface temperatures, making seating areas and equipment cooler to the touch, which encourages longer outdoor play and promotes healthy activities for both children and adults. Additionally, the benefits of shade include greater durability and safety of the equipment, as it protects it from sun damage.

DIXIE HIGHWAY CORRIDOR LANDSCAPING IMPROVEMENTS

The Dixie Highway corridor currently presents a visually unappealing streetscape, characterized by barren medians, vacant or dilapidated properties, and a limited presence of thriving businesses. While some new organic business development is emerging, the area's potential remains largely untapped.

The City of Deerfield Beach is committed to revitalizing the Dixie Highway corridor as a key component of its broader vision for the Central City Area. This vision encompasses the creation of a vibrant, inclusive, and sustainable community that attracts residents, businesses, and visitors.

The proposed enhancements will have a positive impact on the surrounding area. Increased aesthetic appeal can lead to increased property values and attract new investment to the corridor. By creating a more attractive environment for businesses, the project aims to encourage new development and support the growth of existing businesses along Dixie Highway. Finally, the strategic landscaping will contribute to improved environmental quality by enhancing air quality, reducing noise pollution, and improving stormwater management.

OLD SCHOOL HOUSE, HISTORICAL BUILDING REVITALIZATION PROJECT

The Old School House is Deerfield Beach's oldest surviving school structure, built in 1920. It is located at 323 NE Eller Street. The two-room building is now a museum that replicates a 1920s classroom and is listed on the National Register of Historic Places. Original use: From 1920 to 1926, the building served as the Deerfield School. Conversion to City Hall: After a larger elementary school was built in 1926, the population outgrew the old school, which was then

converted into Deerfield's City Hall. A jailhouse was added in 1925, and it also served as a community center that hosted gatherings. As the city grew, the building became the City Building Department and later a woodworking shop for the City's maintenance department.

In recognition of the building's enduring historical significance to the City, the proposal is a series of enhancements designed to preserve its legacy and ensure its resilience for generations to come. Our restoration plans include upgrading and restoring the windows, replacing the aging roof, repainting the structure, and addressing any necessary minor repairs. These improvements will help bring the building up to modern standards while honoring its historical character.

STATE LEGISLATION THE CITY OF DEERFIELD BEACH SUPPORTS:

AFFORDABLE HOUSING

The City of Deerfield Beach SUPPORTS legislation that allows for a collaborative approach that balances the pressing needs for affordable and workforce housing while respecting the ability of local governments to effectively manage growth to ensure developments align with the character, capabilities, and resources of each community.

CARRYING A HANDGUN, WEAPON, OR FIREARM

The City of Deerfield Beach SUPPORTS legislation that amends section 790.06, Florida Statutes, to expressly prohibit any person—whether openly or concealed carrying a handgun, weapon, or firearm— from bringing such items into specific public locations, including meetings of a county, municipal, school district, or special district governing body, as well as meetings of the Legislature or its committees. This legislation follows recent court rulings in Florida that have created uncertainty regarding the scope of the state’s open-carry restrictions and the legality of carrying long guns in public spaces, including at government meetings. The bill seeks to clarify that all firearms, regardless of type or carry method, are prohibited in these settings to ensure public safety and maintain decorum at official proceedings. Violation of the prohibition is subject to criminal penalties.

LEGAL NOTICES

The City of Deerfield Beach SUPPORTS legislation that expands where electronic legal notices may be posted. Current law allows cities and counties to satisfy certain legal notice requirements by posting on the county’s designated website instead of publishing notices in a newspaper. SB 380 adds clerks of court and tax collectors as additional governmental entities that may use online posting to meet their own notice requirements. Most importantly, the bill authorizes any governmental entity to post required legal notices on its own website. For cities, this means they are no longer limited to using the county’s website as their online option and may instead post notices directly on their municipal website.

SOVEREIGN IMMUNITY

The City of Deerfield Beach SUPPORTS preserving reasonable sovereign immunity liability caps for municipal government to protect taxpayers' funds, to ensure the delivery of public services.

PUBLIC MEETINGS

The City of Deerfield SUPPORTS legislation that allows local governments, after receiving a Bert Harris Act claim, to hold a private meeting with their attorneys during the 90-day pre-suit notice period to discuss the claim. The purpose is to allow elected officials to receive confidential legal advice that may help resolve claims more efficiently and potentially avoid litigation. A transcript

of any private meeting must later be made public once the claim is settled, or if no settlement or lawsuit occurs, after the statute of limitations has expired.

SMOKING IN PUBLIC PLACES

The City of Deerfield Beach SUPPORTS defining “public place” as any place to which the public has access. The bill broadens the definition of “smoking” and “vaping” to include marijuana products and further outlines that smoking or vaping these products in a public place or custom smoking room is prohibited.

LAND USE REGULATIONS

The City of Deerfield Beach SUPPORTS legislation proposed to narrow the change to last session’s SB 180 (Chapter 2025-190), which placed limits on local land-use, planning, and permitting authority after a major disaster. The bills would redefine the term “impacted local government” so that the retroactive restrictions in Section 28 of SB 180 apply only to counties that FEMA designated for both Public Assistance and Individual Assistance following Hurricanes Helene, Debby, or Milton. This change would exclude 13 counties and the municipalities within them from the retroactive and forward-looking restrictions in that section. The counties no longer covered would be Monroe, Nassau, Gadsden, Liberty, Calhoun, Jackson, Bay, Washington, Holmes, Walton, Okaloosa, Santa Rosa, and Escambia. The bills do not amend Section 18 of SB 180, which continues to apply prospectively statewide and allows these restrictions to be triggered by any future hurricane occurring within 100 miles of a county.

STATE LEGISLATION THE CITY OF DEERFIELD BEACH OPPOSES:

ASSESSMENT OF HOMESTEAD PROPERTY

The City of Deerfield Beach OPPOSES legislation that allows VOTERS ON THE 2026 General Election ballot. This bill would ensure that the annual assessed taxable values on the homestead properties do not exceed 1.5% or CPI, whichever is lower.

ASSESSMENT OF HOMESTEAD PROPERTY

The City of Deerfield Beach OPPOSES legislation that limits the assessed value increase for non-school property tax levies (cities, counties, special districts) on homestead property acquired by a new owner under certain conditions. The bill also caps the assessed value at no more than 150% of the prior year's assessment if the property's previous assessed value was under \$500,000, and the new owner qualifies for a homestead exemption. The standard homestead assessment limitations for subsequent years after the initial transfer are retained.

ELIMINATION OF NON-SCHOOL PROPERTY TAX FOR HOMESTEADS

The City of Deerfield Beach OPPOSES legislation that is a proposed constitutional amendment seeking to eliminate all non-school (local government) property tax levies on qualifying homestead properties. This bill also includes a new prohibition for counties and municipalities from lowering their total budgeted law enforcement funding below the higher level from either the 2025-26 or 2026-27 fiscal year.

ELIMINATION OF NON-SCHOOL PROPERTY TAX FOR HOMESTEADS FOR PERSONS 65 OR OLDER

The City of Deerfield Beach OPPOSES legislation that is a proposed constitutional amendment seeking to fully exempt homestead properties from non-school property taxes if the owners of the property are 65 years old or older. This bill also includes a new prohibition for counties and municipalities from lowering their total budgeted law enforcement funding below the higher level from either the 2025-26 or 2026-27 fiscal year.

HOMESTEAD PROPERTY EXEMPTION FOR PERSONS AGE 65 OR OLDER

The City of Deerfield Beach OPPOSES legislation that is a proposed constitutional amendment to create a uniform exemption to fully exempt persons aged 65 or older and whose household income does not exceed \$350,000 annually from non-school property tax levies (cities, counties, special districts). The household income is indexed to adjust for the average cost-of-living

increases annually. Persons who are partially or totally disabled veterans aged 65 or older who do not qualify for this new exemption will continue to receive existing tax discounts under law.

HOMESTEAD PROPERTY TAX BENEFITS FOR LONG-TERM OWNERS

The City of Deerfield Beach OPPOSES legislation that is a constitutional amendment proposing preventing the assessed value of homestead property for non-school property tax levies (cities, counties, special districts) from increasing after 20 years, and grants an additional homestead tax exemption for those residing in their homestead for 30 years or more. Stops any increase in assessed homestead value after 20 continuous years of ownership and residency. Grants a new 50% homestead tax exemption, excluding school district levies, for owners residing on their property for 30 years or more. Allows periods of ownership and residency on multiple homes to be aggregated in reaching the 20-year and 30-year thresholds.

HOMESTEAD PROPERTY TAX BENEFITS FOR LONG-TERM OWNERS AND PERMANENT RESIDENTS

The City of Deerfield Beach OPPOSES legislation that seeks to expand homestead property tax benefits for non-school property tax levies (cities, counties, special districts) for Florida homeowners who have maintained ownership and residency for at least 20 or 30 years. Sets a new assessment limitation for homestead properties owned and used continuously as a permanent residence for 20 years or more, freezing the assessed value determined in the 20th year of ownership and residency. Allows owners to aggregate time from multiple homestead properties to meet the 20-year threshold for the new assessment limit. Creates a new homestead exemption (s. 196.078, Florida Statutes) for taxpayers who have held legal or beneficial title and used the property as a permanent residence for 30 years or more, granting a 50% reduction in assessed value (excluding school taxes). Authorizes the property appraiser to track and verify eligibility based on aggregated periods of ownership and residency, and permits the Department of Revenue to issue emergency rules for administration

LIMITATIONS ON THE ASSESSED VALUE OF NEW HOMESTEAD PROPERTY

The City of Deerfield Beach OPPOSES legislation that is a proposed constitutional amendment limiting the assessed value of new homestead property for non-school property tax levies (cities, counties, special districts) that was under \$500,000 before a change of ownership to no more than 150% of the previous year's assessed value.

LIMITATIONS ON THE ASSESSED VALUE OF PROPERTY OWNED AND USED FOR COMMERCIAL PURPOSES BY SMALL BUSINESSES

The City of Deerfield Beach OPPOSES legislation that limits annual increases in the assessed value for non-school property tax levies (cities, counties, special districts) of commercial real property owned by small businesses to 3% or the Consumer Price Index, whichever is lower. The bill adds a new subsection to Article VII, Section 4, Florida Constitution, capping the annual increase on certain small business commercial property assessments. This includes defining a commercial property and its uses by a small business to qualify for the assessment cap.

LOCAL BUSINESS TAXES

The City of Deerfield Beach OPPOSES legislation proposed to repeal Chapter 205, Florida Statutes, and eliminate the ability for local governments to levy local business tax. One exception is included in the bill for local governments that collect a local business tax through the use of gross sales receipts.

MAXIMUM MILLAGE RATES FOR THE 2027-2028 FISCAL YEAR

The City of Deerfield Beach OPPOSES legislation that seeks to mandate county governments and school districts that levy property taxes to set their millage rates to generate the same revenue as in Fiscal Year 2023-24.

SUITS AGAINST THE GOVERNMENT

The City of Deerfield Beach OPPOSES legislation that makes major changes to Florida's sovereign immunity laws, which limit the amount of damages that can be recovered in tort suits against the state and its political subdivisions, including municipalities. Under current law, cities and other governmental entities may be held liable for up to \$200,000 per person and \$300,000 per incident for negligence or other tort claims. Any amount above those caps can be paid only through a claims bill passed by the Legislature, and some insurance policies have conditioned payment on that legislative approval.

HB 145 would dramatically raise those limits and loosen key procedural safeguards. For causes of action that accrue on or after October 1, 2026, the liability caps would increase to \$500,000 per person and \$1 million per incident, and for claims accruing on or after October 1, 2031, the limits would further rise to \$600,000 per person and \$1.2 million per incident. Under Florida law, a claim "accrues" when the last element necessary to establish the cause of action occurs—typically, the date the injury or damage happens—though in some cases, such as latent or undiscovered injuries, a claim may accrue later when the injury is or should have been discovered.

APPENDIX A

LOCAL PROJECT FUNDING REQUEST SUMMARIES



PROJECT: NE Focal Point Senior Center/Senior Transportation Services
AMOUNT REQUESTED: \$300,000
MATCHING FUNDS: \$2160,338
PRIOR FUNDING: FY 2022-2023 \$250,000 and FY 2023-2024 \$300,000



PROJECT SUMMARY

The City of Deerfield Beach Northeast Focal Point at the Braithwaite Center for Active Aging (formerly known as Deerfield Beach Center for Active Aging) provides a structured and comprehensive array of programs and services that improve the independence, community engagement, and quality of life of adults, seniors, and children in northern Broward County and Deerfield Beach.

In 1981, the City of Deerfield Beach and the Area Agency on Aging of Broward County partnered to develop the Northeast Focal Point. Over the last 45 years, the Northeast Focal Point has expanded. It now operates and administers a Senior Center, an Alzheimer's and Multicultural Adult Day Care Center, a preschool, and a senior transportation service. The Northeast Focal Point services the City of Deerfield Beach, Pompano, Lighthouse Point, Hillsboro Beach, Sea Ranch Lakes, and Lauderdale-By-The-Sea. It is the only intergenerational campus in Northern Broward County, with a variety of programs and services offered to its residents.

Expanding transportation services to and from the Northeast Focal Point at the Braithwaite Center for Active Aging is vital to the success of programs. Seniors frequently utilize transportation services to and from the center, medical appointments, and shopping. The City of Deerfield Beach is requesting \$300,000 to increase transportation services to and from the Northeast Focal Point.

SENIOR TRANSPORTATION

Senior Transportation Services supplies service providers and community resources for seniors who lack access to public transportation and/or are too incapacitated to utilize other transportation. Services are intended to ensure the continued mobility of older persons.

The program intends to increase and continue to provide transportation services for city residents who meet the required age criteria of 60 years old and older. Priority is given to seniors with the most significant social and economic needs. Transportation services adhere to the Americans with Disabilities Act's (ADA) guidelines and requirements.

SENIOR CENTER

The Senior Center provides supportive services, congregate nutrition services, disease prevention services, health promotion services, and caregiver support services for active individuals aged sixty (60) or older.

HIGHLIGHTS



SENIOR TRANSPORTATION

The Senior Transportation Program is available to persons 60 years and older who need transportation. Services are available Monday through Friday, 7:30 am to 4:30 pm.

In 2025, a total of 99,306 miles were driven, and 12,010 seniors were provided with transportation trips to and from the Center for medical appointments, grocery shopping, social service agency appointments, prescription pickups, and field trips. Transportation services provide transportation to disadvantaged individuals, enabling them to access essential services and programs.



SENIOR CENTER

In 2025, a total of 20,778 respite hours were provided to clients, who received 550 hours of counseling services, 780 hours of recreation services, and 5,000 hours of health support services.

The program provides daily mentally and physically stimulating activities and programs, and daily field trips for individuals aged 60 and older. Other benefits include recreational activities, health promotion and wellness, information and referral services, transportation, and nutritional programs.



PROJECT: Fire Station 4 Remodeling Project
AMOUNT REQUESTED: \$500,000
MATCHING FUNDS: \$250,000
PRIOR FUNDING: N/A



PROJECT SUMMARY

A 22,000 sq. ft. well-known hub for Fire Rescue and Community Engagement was built in 1958. Originally located on Powerline Road, Deerfield Beach's Fire Station 4, located at 928 E. Hillsboro Boulevard, closed in 2011 following the merger of the City's Fire Department with Broward Sheriff's Office (BSO) Fire Rescue. It briefly reopened to improve emergency response times to key areas like the Florida Turnpike and Crystal Lake.

HIGHLIGHTS

Today, this historic site—situated at the corner of Hillsboro Boulevard and US-1/Federal Highway, the main gateway to our beach—serves the community in new and impactful ways. The building now accommodates both BSO Fire Rescue operations and the Police Athletic League (PAL), an essential initiative of the Broward Sheriff's Office. This facility provides expanded services for the eastern part of the City, including the downtown area, municipal beach, City Pier, and various businesses and parks. The site is equipped with one ladder truck, one engine, and one rescue vehicle, staffed by three shifts of nine first responders.

PAL aims to build strong, positive relationships between local youth and law enforcement through structured sports programs, mentoring, and life skills training. By fostering regular interaction between youth and deputies, the program helps young people develop confidence, character, and leadership skills, allowing them to see deputies as mentors, role models, and trusted community partners rather than just authority figures.

The central HVAC and rooftop units are in poor condition and not properly integrated, resulting in inadequate airflow and humidity problems within the facility, as identified in a 35-year inspection conducted by Crain Atlantis, Inc. on September 30, 2024. Additionally, the electrical panels are at full capacity with no spare circuits, and the light fixtures are fluorescent without any lighting controls.

While the planned physical improvements—including roof replacement, exterior painting, door replacement, and electrical upgrades—may seem minor to some, they will help create a more welcoming and attractive intersection that both residents and visitors can appreciate as they pass through this unique corner of South Florida.



PROJECT: Oveta McKeithen Park Outside Basketball Courts Air Pavilion
AMOUNT REQUESTED: \$450,000
MATCHING FUNDS: \$750,000
PRIOR FUNDING: N/A

PROJECT SUMMARY

The City of Deerfield Beach owns and operates a 15-acre parcel that houses Oveta McKeithen Park, located at 445 SW 2nd Street. The Park features football fields, picnic shelters, baseball fields, a community center, and two connected outdoor full-court basketball courts.

Adjacent to this park are the Stanley Terrace Apartments, which are owned and operated by the Deerfield Beach Housing Authority. The Housing Authority provides Section 8 Affordable Housing for lower-income families, funded by the U.S. Department of Housing and Urban Development (HUD).

The basketball courts are popular among Stanley Terrace residents and the surrounding neighborhoods. Oveta McKeithen Park is centrally located in the city and is viewed as a destination park for residents.

However, the South Florida heat discourages residents from using the courts during the day, and frequent afternoon rain showers render the courts unusable for extended periods. This project aims to construct an air pavilion to cover the courts, protecting them from weather disruptions.

The proposed air pavilion would provide a covered space over two additional basketball courts, creating a communal area for sports and recreation. With the air pavilion, the courts would become a gathering spot where residents can meet, socialize, and build lasting friendships, enhancing social cohesion.

The pavilion design will be open-sided, allowing users to enjoy fresh outdoor air while shielding them from extreme sun exposure and the hazards of frequent rain. It will enable both competitive and recreational basketball play year-round.

HIGHLIGHTS

Currently, the city has only one indoor gymnasium that hosts youth basketball, adult basketball, volleyball, and pickleball, often resulting in scheduling challenges. Due to capacity limitations, nearly fifty children are on a waiting list to participate in these programs. The Parks and Recreation staff aim to utilize the outdoor courts to expand capacity and programming, but weather conditions remain a hindrance.

PUBLIC INPUT

As a local government, public involvement plays a vital role in initiating and executing City projects and activities. The City hosts workshops, public hearings, and conducts surveys to gather input from residents, schools, organizations, and local businesses to identify and develop projects. The Deerfield Beach community has actively advocated for additional recreational opportunities at Oveta McKeithen Park, particularly through the installation of an air pavilion.



Overhead of Oveta McKeithen Park Basketball Courts





PROJECT: Enhancing the “Front Door” – I-95 Gateway Improvements
AMOUNT REQUESTED: \$850,000
MATCHING FUNDS: \$550,000
PRIOR FUNDING: N/A

PROJECT SUMMARY

The City of Deerfield Beach proudly stands as Broward County's northernmost municipality, serving as a welcoming gateway that introduces visitors to the County's unique blend of beautiful beaches, bustling business centers, and a small-town atmosphere. Hillsboro Boulevard serves as the primary east-west thoroughfare in Deerfield Beach, acting as the City's "Front Door" for visitors arriving from I-95. This essential corridor requires aesthetic enhancements to create a welcoming and visually appealing entryway that reflects the City's character and identity.

This project aims to revitalize the critical I-95 and Hillsboro Boulevard corridor, which serves as the main gateway to the City and Broward County for travelers heading north from Palm Beach County along I-95. The initiative includes a comprehensive approach to enhance the visual appeal, safety, and functionality of this vital area.

KEY IMPROVEMENTS INCLUDE

I-95 LANDSCAPING

Strategically designed landscaping will soften the visual impact of the highway and create a more inviting entryway.

ENHANCED LIGHTING

Improved lighting will increase safety and visibility for both motorists and pedestrians.

WELCOME MONUMENT SIGNS

Prominently installed welcome signs will reinforce the City's unique identity and leave a lasting first impression on visitors.

ENHANCED SIDEWALKS AND PEDESTRIAN CROSSINGS

Upgraded sidewalks and well-marked crosswalks will improve pedestrian safety and accessibility.

MEDIAN PLANTINGS

Introduction of attractive median plantings to enhance visual appeal and soften the urban environment.

The anticipated outcomes of this project are significant. By enhancing the City's image and creating a more inviting environment, the project aims to attract new businesses and

investments, stimulating economic growth and job creation. These enhancements will contribute to a better quality of life for both residents and visitors, making the area more visually appealing, safe, and welcoming.

PROJECT BENEFITS

ECONOMIC DEVELOPMENT

The project will attract new businesses, increase tourism, and boost property values.

COMMUNITY ENHANCEMENT

It will improve the quality of life for residents and visitors, creating a more vibrant and attractive community.

COMMUNITY PRIDE

It will foster a sense of pride and ownership in a revitalized and improved "Front Door" to the City.



PROJECT: FAU Research Park Boulevard
AMOUNT REQUESTED: \$2,360,000
MATCHING FUNDS: \$7,040,000
PRIOR FUNDING: N/A

PROJECT SUMMARY

The FAU Research Blvd. Roadway Improvement project aims to enhance roadway capacity and multi-modal connectivity along FAU Research Park Blvd/SW 11th Way from SW 10th Street to NE 48th Street.

The City has secured \$3,520,000 in funding through the Broward County Mobility Advancement Program, known as the “Broward County Surtax,” to implement capacity improvements on FAU Research Park Boulevard. The City has recently completed the design for the project corridor between SW 10th Street and NE 48th Street. The design scope includes widening the road from two lanes to four, adding sidewalks, buffered bicycle lanes, and linear walking trails to promote various modes of transportation. The project also includes innovative intersection design, landscaping, lighting, drainage, and stormwater improvements for the entire area. The total estimated cost for this project is \$9,400,000.

The existing two-lane undivided roadway provides access to nearby schools and residential communities, including senior housing developments and commercial areas. Additionally, FAU Research Park Blvd serves as a parallel route to I-95 between Sample Road and Hillsboro Boulevard, offering an alternate detour for incident management on I-95. However, the road currently has limited capacity, creating a bottleneck. North of SW 10th Street, SW 11th Way is a four-lane divided roadway, while south of NE 48th Street, it becomes NE 3rd Avenue, a four-lane undivided collector road. The Average Annual Daily Traffic (AADT) for the FAU Research Park Blvd two-lane corridor currently stands at 12,300 vehicles per day and approaches Level of Service D.

The facility lacks adequate infrastructure for walking and biking, as it does not have dedicated bicycle facilities or continuous sidewalks for ADA accessibility.

The proposed roadway expansion for FAU Research Park Blvd/SW 11th Way, from SW 10th Street to NE 48th Street, aims to alleviate traffic congestion by increasing capacity from 12,300 vehicles per day to 36,200 vehicles per day. This will create a continuous four-lane corridor parallel to I-95 for better incident management. Improvements will also focus on multimodalism by adding sidewalks and bicycle facilities with ADA accessibility. The project aligns with Complete Streets guidelines, promoting safer, more sustainable, and resilient streets.

The proposed scope of work includes widening the road to a four-lane divided corridor with a landscaped center median and turn lanes, making intersection improvements, enhancing storm

drainage, adding buffered bike lanes, installing continuous sidewalks on both sides of the street, and providing roadway and pedestrian-level lighting. Along with roadway enhancements, the city plans to improve utilities, which includes relocating an existing 12-inch water main and evaluating two existing lift stations along the corridor, as future developments are expected to increase capacity needs.

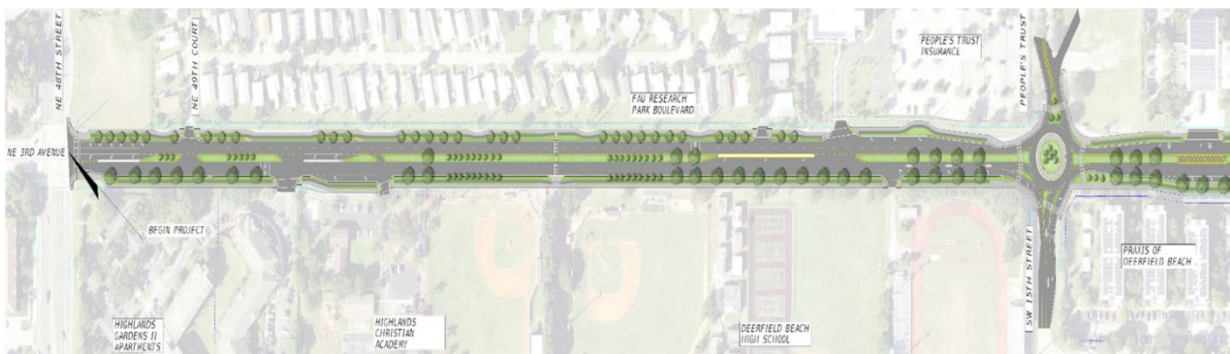
Currently, the corridor is not on a transit route; however, it serves as a crucial school bus route for Deerfield Beach High School and Highlands Christian Academy, located along FAU Research Park Boulevard/SW 11th Way.

FAU Research Park Boulevard is federally designated as an Opportunity Zone, an economically distressed area where new investments may be eligible for preferential tax treatment under certain conditions to stimulate economic development. This project is designed to help the area recover from past economic setbacks.

Expected outcomes of the project include promoting business continuity and preparedness, diversifying the industrial sector, encouraging safe development practices, and facilitating disaster recovery efforts with key stakeholders. To support the attraction and retention of businesses, the city is investing in critical infrastructure improvements.

Recently, the city held a referendum and sold property at 1045 SW 11 Way, which will be developed for medical purposes, a hotel, parking, and public space. These infrastructure improvements are aimed at attracting investment, stimulating commerce, and supporting local businesses, ultimately retaining and creating more jobs.

The City is requesting a State Appropriation of \$2,360,000 for the construction costs associated with FAU Research Park Boulevard from SW 10th Street to NE 48 Street.



HIGHLIGHTS

The following implementation considerations are provided for this improvement design.

ROADWAY CAPACITY

This improvement increases the corridor's capacity to enhance traffic flow and support future development.

FLOOD BENEFIT

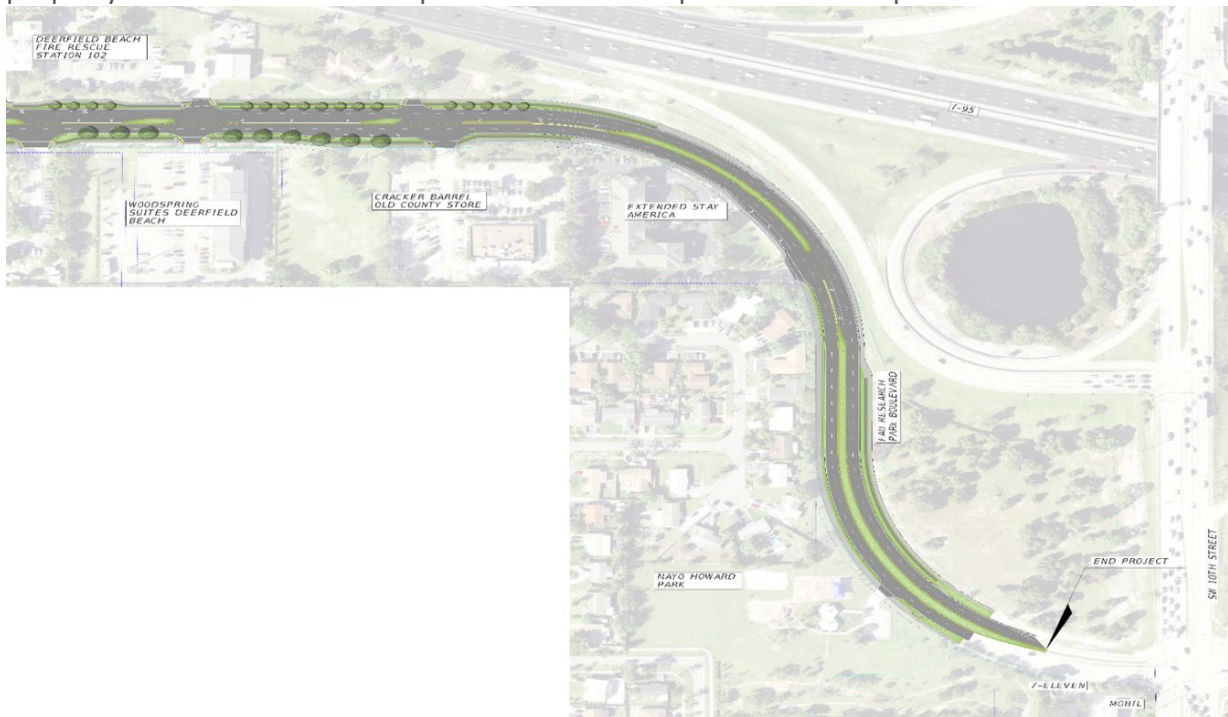
This improvement reduces the severity and duration of flooding in the identified problem areas.

WATER QUALITY BENEFITS

The project provides water quality benefits through increased stormwater infiltration, rather than discharging directly into receiving water bodies.

LAND ACQUISITION

The improvements are proposed to be constructed in the City right-of-way or on City-owned property. Land or easement acquisition is not anticipated for this improvement.







PROJECT: Asbestos-Concrete Pipe Replacement Project
AMOUNT REQUESTED: \$1,300,000
MATCHING FUNDS: \$270,000
PRIOR FUNDING: N/A

PROJECT SUMMARY

The City is planning to replace Asbestos-Concrete Piping (ACP) within its Potable Water Distribution System, which will provide several benefits. These benefits include enhancing employee safety during repairs of damaged water mains, eliminating a potential source of contaminants in drinking water, replacing aging infrastructure that has reached the end of its projected service life, and improving overall reliability and structural integrity. The scope of work involves using trenchless technology to replace approximately 1 mile of ACP, which will minimize disruptions for residents and reduce restoration costs. The estimated cost for this project phase is \$1,570,000.

The Integrated Utilities Master Plan identifies the replacement of ACP in the Deerfield Beach Potable Drinking Water System as a top priority for enhancing reliability and water quality. This phase focuses on replacing the ACP that will have the most significant positive impact on the Potable Drinking Water System. The specific pipe segments designated for replacement in this phase are located in the vicinity of the East Water Treatment Plant (EWTP), the City's original treatment plant, which has since been converted into a repumping station. In conjunction with the EWTP Ground Storage Tank Pipe Segment Replacement Project, this initiative will eliminate flow restrictions (bottlenecks) and replace all ACP near the EWTP, significantly improving water quality for the eastern part of the City.

Looking ahead, the City intends to continue future phases of ACP replacement within the Potable Water Distribution System as funding allows. The goal is to replace all remaining ACPs within the distribution system by the year 2030, or sooner if additional funding is secured.

For the next five years, the City has budgeted an average of \$270,000 annually for this initiative. A State Appropriation would help expedite these critical infrastructure improvements. The City is requesting a State Appropriation of \$1,300,000 for the design and construction of the replacement of all ACPs near the EWTP.

HIGHLIGHTS

The following implementation considerations are provided for this improvement design.

WATER QUALITY BENEFITS

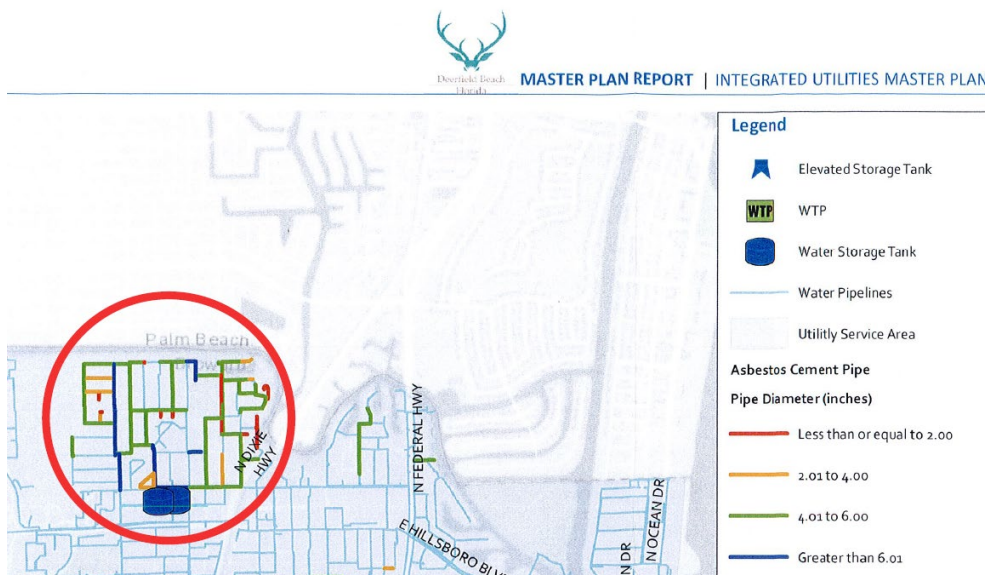
This improvement provides a water quality benefit by removing a possible source of contaminants in the Drinking Water System and reducing the number of water main breaks and failures in the distribution system.

SAFETY BENEFITS

Reduce exposure to contaminants by City Staff in response to broken mains. Potentially reduce contaminants, which may make it into the public distribution system.

LAND ACQUISITION

The improvements are proposed to be constructed in the City right of way or on City-owned property. Land or easement acquisition is not anticipated for this improvement.





PROJECT: "The Well" A Vibrant Cultural Arts District Event Space
AMOUNT REQUESTED: \$800,000
MATCHING FUNDS: \$2,600,000
PRIOR FUNDING: N/A

PROJECT SUMMARY

"The Well" project aims to revitalize an underutilized city property into a prominent event space located within a vibrant cultural arts district. This initiative will transform the City's old Water Treatment Plant at 220 Eller Street into a cornerstone for community development and cultural expression. The project addresses the current lack of a centralized hub for artistic activities and community gatherings within the city.

The new space will promote collaboration among local artists, businesses, and residents, providing a platform for artistic performances, exhibitions, workshops, and community events. With a focus on community engagement and cultural representation, "The Well" will enrich residents' lives and contribute to the city's economic growth by creating a thriving cultural arts district. This will attract visitors, support local businesses, and enhance the overall quality of life for residents. The project aligns with the City's economic development strategy, prioritizing sustainable and inclusive redevelopment and fostering collaboration among key partners, including local artists, business owners, community organizations, educational institutions, and residents.

"The Well" will serve as a model for other communities seeking to revitalize underutilized spaces and promote cultural development. By successfully implementing this project, the city can showcase the positive impact of community-driven initiatives on redevelopment, cultural enrichment, and economic growth. With the City's commitment of \$2.6 million for feasibility studies, environmental and site evaluations, design, and construction, the involvement of the Urban Land Institute will be crucial to ensure that "The Well" is designed and developed to maximize its community impact, serving as a sustainable and successful model for future projects.

OBJECTIVES/HIGHLIGHTS

CREATE A VIBRANT CULTURAL CENTER/HUB

Establish a dedicated space for artistic performances, exhibitions, workshops, and community events.

FOSTER COMMUNITY EXPRESSION

Enhance cultural expression, reflect the history and characteristics of the community, and provide a platform for community interaction and engagement.

DRIVE ECONOMIC GROWTH

Attract and foster new business, support local businesses, and attract visitors to the downtown area

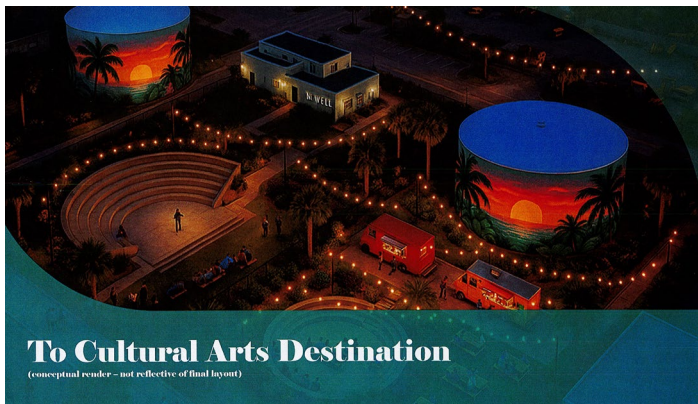
COMMUNITY COLLABORATION

Fosters collaboration between the government, local art scene, and community through artistic elements and a public art platform.

ENHANCE QUALITY OF LIFE

Improve the city's cultural landscape and provide residents with access to arts and cultural experiences.

Rendering



Current





PROJECT: "Railway Fencing (SW10th Street to Sample Road)
AMOUNT REQUESTED: \$750,000
MATCHING FUNDS: \$472,500
PRIOR FUNDING: N/A



PROJECT SUMMARY

Deerfield Beach plans to install 0.5 miles of fencing and columns along the Florida East Coast (FEC) railway on Dixie Highway, extending from SW 15th Street to NE 49th Street. This project aims to enhance public safety by reducing railway-related accidents and fatalities. The railway, which runs at ground level with no existing barrier, is situated near residential neighborhoods and schools. As a result, pedestrians often walk on the tracks instead of using the designated crossings, creating a significant public safety concern. The Deerfield Beach community has voiced its worries regarding this issue.

In 2020, the City successfully installed approximately one mile of fencing along Dixie Highway, from Hillsboro Boulevard to SW 10th Street, using general funds. For Fiscal Year (FY) 2024, the City anticipates constructing an additional mile of fencing from SW 10th Street to SW 15th Street, funded by a Congressional "Community Project Funding" appropriation of \$750,000 secured by former Congressman Ted Deutch (D-FL). Additional funding from the State will enable the City to install another 0.5-mile segment of fencing from SW 15th Street to NE 49th Street. Following this, an additional 1.5 miles of fencing will still be needed to complete the project, extending from NE 49th Street to Sample Road.

The Florida Department of Transportation (FDOT) has scheduled a Resurface, Restoration, and Rehabilitation (RRR) project for Spring 2025, focusing on the Dixie Highway corridor from Hillsboro Boulevard to Sample Road, with completion expected by Fall 2026. This project aims to extend the pavement's service life, enhance roadway safety, and improve the overall operating conditions of the corridor. Initially, a chain link fence was included in the RRR project's design; however, the City has expressed dissatisfaction with this option, deeming it unattractive. FDOT has responded by agreeing to provide the City with \$172,500 for the chain link fence, which will allow the City to continue the aesthetically pleasing decorative fencing installed from Hillsboro to SW 10th Avenue throughout the entire corridor. This \$172,500 from FDOT will be combined with the City's contribution of \$300,000, resulting in a total project budget of \$472,500.

PUBLIC IMPACT

This project will significantly benefit the Deerfield Beach community. The fencing will act as a barrier to deter both children and adults from accessing the railway tracks, while ensuring that only designated crossing areas are used by pedestrians. The project aligns with the City's commitment to developing infrastructure, facilities, and organizational capacity to foster a sustainable community.

Dixie Highway from Hillsboro Blvd. to SW 10th Street





PROJECT: Park Shade Structure Project
AMOUNT REQUESTED: \$125,000
MATCHING FUNDS: \$125,000
PRIOR FUNDING: N/A

PROJECT SUMMARY

The City of Deerfield Beach offers a variety of park facilities that serve the recreational and physical needs of residents in both the City and Broward County. Three such facilities include the Oveta McKeithen Park athletic field bleachers, the Pastor Willie James Ford Sr. Park fitness court, and the Oveta McKeithen Park playground.

The athletic field at Oveta McKeithen is a heavily used facility that hosts the Packer Rattlers Youth Tackle Football Program, as well as the City's youth and adult flag football programs, youth soccer, and various sports clinics throughout the year. Each year, the number of participants reaches into the thousands, with a similar number of spectators using the bleachers.

The Pastor Willie James Ford Sr. Park fitness court is a fully accessible facility where users can enhance their health by engaging in quality workouts at no charge.

The Oveta McKeithen Park playground is frequented by children participating in after-school and summer camp programs, as well as a significant number of resident children. Playground usage encourages physical activity and social interaction, contributing to healthier children.

All three facilities share a common issue: the absence of shade structures to protect users from harmful ultraviolet rays and the heat of the South Florida sun. During youth football games on the athletic field, parents and other spectators are exposed to direct sunlight, making it uncomfortable and risky for their skin. Additionally, the heat and sun exposure limit usage of the fitness court and playground, reducing the number of users and time spent there. Therefore, the City of Deerfield Beach is requesting \$125,000 to provide shade structures for these three facilities.

In South Florida, shade structures can protect users from harmful UV rays, lowering the risk of skin cancer and heat-related illnesses, especially among children, who have thinner skin and heat up more quickly. Shade also enhances the aesthetic appeal and usability of parks, attracting more visitors and fostering community engagement by creating comfortable, inviting spaces. Shade significantly reduces surface temperatures, making seating areas and equipment cooler to the touch, which encourages longer outdoor play and promotes healthy activities for both children and adults. Additionally, the benefits of shade include greater durability and safety of the equipment, as it protects it from sun damage.

HIGHLIGHTS

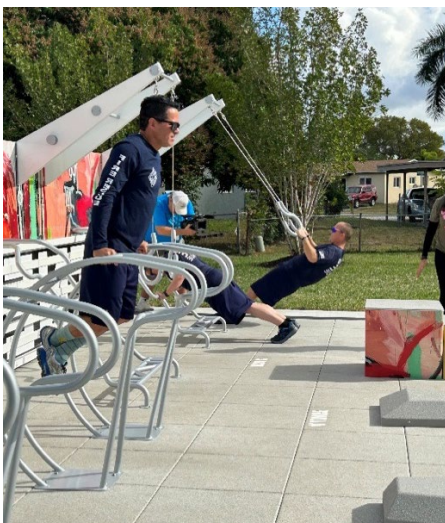
OVETA MCKEITHEN ATHLETIC FIELD BLEACHERS

The athletic field at Oveta McKeithen hosts a variety of sporting and special events throughout the year, including the Packer Rattlers Youth Tackle Football Program, City youth and adult flag football, youth soccer, and soccer instructional clinics, as well as the Juneteenth Event. These programs attract a large number of spectators, totaling approximately 10,000 throughout the year.



PASTOR WILLIE JAMES FORD SR PARK FITNESS COURT

The Fitness Court provides a facility where individuals can complete functional fitness conditioning free of charge. Many residents use this facility to enhance their physical and mental well-being. However, the City has received feedback that the metal equipment becomes very hot and that users feel uncomfortable in the sun, leading some to avoid using the facility due to the lack of shade.



OVETAMCKETHENPARKPLAYGROUND

This playground is a very popular destination for parents bringing their children to Deerfield Beach. Current usage is estimated at 75 individuals per day. Many parents either limit the time their children spend at the playground due to the heat or refrain from bringing them until after 6:00 PM. The City also hosts after-school and summer camp programs that utilize the playground. The extreme heat and sun exposure force staff to limit the amount of time they can spend with the children on the playground. Installing shade structures would create a safer, more comfortable environment for users, resulting in increased usage and a greater opportunity for children to engage in healthy activities.





PROJECT: Dixie Highway Corridor Landscaping Improvements
AMOUNT REQUESTED: \$750,000
MATCHING FUNDS: \$250,000
PRIOR FUNDING: N/A



PROJECT SUMMARY

The Dixie Highway corridor currently features an unappealing streetscape, characterized by bare medians, vacant or deteriorating properties, and a limited number of thriving businesses. Although some new organic business development is occurring, the area's potential is still largely untapped.

The City of Deerfield Beach is dedicated to revitalizing the Dixie Highway corridor as a vital part of its broader vision for the Central City Area. This vision aims to create a vibrant, inclusive, and sustainable community that attracts residents, businesses, and visitors.

This project focuses on revitalizing the Dixie Highway corridor by improving its visual appeal and overall atmosphere. A central element of this revitalization effort is the expansion of the medians and the thoughtful addition of landscaping within the existing medians.

The planned landscaping improvements will significantly enhance the corridor's visual appeal by introducing attractive elements such as native trees, shrubs, flowers, and decorative ground cover. This will create a more inviting environment for both residents and visitors and help establish a unique visual identity for the Dixie Highway corridor, strengthening the community's sense of place.

The proposed enhancements will positively impact the surrounding area. Increased aesthetic appeal can lead to higher property values and attract new investments to the corridor. By creating a more attractive environment for businesses, the project aims to encourage new development and support the growth of existing businesses along Dixie Highway. Additionally, strategic landscaping will improve environmental quality by enhancing air quality, reducing noise pollution, and improving stormwater management.

OBJECTIVES/HIGHLIGHTS

ENHANCE COMMUNITY APPEARANCE

Create a more visually appealing and inviting streetscape that enhances the overall quality of life for residents and visitors.

ECONOMIC GROWTH

Stimulate economic development by attracting new businesses, encouraging investment, and supporting the growth of existing businesses.

INCREASE PROPERTY VALUES

Enhance property values for both residential and commercial properties along the corridor.

COMMUNITY ENGAGEMENT

Foster a sense of community ownership and pride through active community involvement in the planning and implementation process.

The City is seeking \$750,000 for this beautification project. This project represents a significant step towards revitalizing the Dixie Highway corridor and transforming it into a vibrant and thriving destination for residents, businesses, and visitors.



Above: An example of enhanced medians and pedestrian crosswalks and signals



Above: The Dixie Highway and NE 51st Street intersection as seen from above.



PROJECT: Old School House, Historical Building Revitalization Project
AMOUNT REQUESTED: \$300,000
MATCHING FUNDS: \$175,000
PRIOR FUNDING: N/A

PROJECT SUMMARY

The Old School House is Deerfield Beach's oldest surviving school structure, built in 1920. It is located at 323 NE Eller Street. The two-room building is now a museum that replicates a 1920s classroom and is listed on the National Register of Historic Places. Original use: From 1920 to 1926, the building served as the Deerfield School. Conversion to City Hall: After a larger elementary school was built in 1926, the population outgrew the old school, which was then converted into Deerfield's City Hall. A jailhouse was added in 1925, and it also served as a community center that hosted gatherings. As the city grew, the building became the City Building Department and later a woodworking shop for the City's maintenance department.

The Deerfield Beach Historical Society intervened in 1976 to prevent its demolition and secured a grant to restore it to its original condition. Today, the restored building operates as a museum and features a replica 1920s classroom with original furnishings and school supplies. The other side of the building is used for meetings and historical events by the Deerfield Beach Historical Society and the City.

In recognition of the building's enduring historical significance to the City, the proposal is a series of enhancements designed to preserve its legacy and ensure its resilience for generations to come. Our restoration plans include upgrading and restoring the windows, replacing the aging roof, repainting the structure, and addressing any necessary minor repairs. These improvements will help bring the building up to modern standards while honoring its historical character.





City of Deerfield Beach

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

Face Sheet File Number: I.D. 2025-573

Agenda Date: 12/16/2025

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 ranking and award of Request for Qualifications #25-023 for general contractors for federal and state funded housing community development programs to the 11 responsive and responsible contractors to the RFQ; authorizing execution of contracts with all 11 contractors on an as needed basis for two year terms; and providing for an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The City of Deerfield Beach receives funds from the U.S. Department of Housing and Urban Development (HUD) and Florida Housing Finance Corporation (FHFC) through the Community Development Block Grant (CDBG), Home Investment Partnership (HOME), and State Housing Initiatives Partnership (SHIP) programs for housing and community development projects.

The purpose of the Request for Qualifications (RFQ) is to establish a pool of a maximum of 15 qualified and experienced General or Building Contractors who have successfully completed CDBG, HOME, and/or SHIP-funded projects, and/or completed work for similar projects outlined in the scope of work. Contractors in the pool are not guaranteed any work under the program; rather, being in the pool of contractors provides the ability to bid on specific rehabilitation projects funded by HUD and FHFC. The pool of contractors must be updated every two years through an RFQ process by the Purchasing Division.

Current Activity

The Purchasing and Contract Administration Division recently issued a Request for Qualifications (RFQ) for General Contractors for Federal and State Funded Housing and Community Services Programs. This formal competitive solicitation process complies with the City of Deerfield Beach procurement requirements.

The Evaluation Committee independently evaluated each proposal prior to the evaluation meeting. At the meeting, the committee unanimously made a recommendation to award the contract to all 11 ranked responsive and responsible contractors.

Attached are the following documents from the Purchasing Division:

- Purchasing Division memorandum recommendation;
- Proposal Evaluation Summary; and

- Scope of Work.

Recommendation

The Community Services Department requests City Commission approval of the recommendation made by the Evaluation Committee to award the contract to all 11 ranked responsive and responsible contractors for RFQ #25-023, General Contractors for Federal and State-funded Housing and Community Services Programs.

RESOLUTION NO. 2025/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE RANKING AND AWARD OF REQUEST FOR QUALIFICATIONS #25-023 FOR GENERAL CONTRACTORS FOR FEDERAL AND STATE FUNDED HOUSING COMMUNITY DEVELOPMENT PROGRAMS TO THE 11 RESPONSIVE AND RESPONSIBLE CONTRACTORS TO THE RFQ; AUTHORIZING EXECUTION OF CONTRACTS WITH ALL 11 CONTRACTORS ON AN AS NEEDED BASIS FOR TWO YEAR TERMS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City issued Request for Qualifications #25-023 (the “RFQ”) to establish a pool of General Contractors for Federal and State Funded Housing and Community Development Programs, as further detailed in the RFQ (the “Services”); and

WHEREAS, the RFQ was advertised in the legal notices section of the Broward County designated website on May 9, 2025, and the notice was also sent to 664 prospective offerors via the e-Procurement Marketplace; and

WHEREAS, 26 firms viewed the RFQ documents; and

WHEREAS, on June 25, 2025, at 2:00 p.m., the Purchasing and Contract Administration Division unsealed the 11 responses that were timely received, and reviewed the responses to ensure they met the RFQ requirements; and

WHEREAS, the evaluation committee members independently reviewed and scored the 11 responsive proposals in accordance with the weighted criteria stated in the RFQ prior to the first public evaluation committee meeting; and

WHEREAS, the evaluation committee meeting was held on October 27, 2025 to score the proposals based on the weighted criteria stated in the RFQ; and

WHEREAS, following the rankings, the evaluation committee concluded and was unanimous in their decision to make a recommendation to approve the committee’s ranking (the “Ranking”) and award contracts to the following 11 qualified, responsive and responsible proposers for the Services on an as needed basis for two-year terms: (1) Regosa Engineering Services, Inc; (2) Stacy Bomar Construction, LLC; (3) Sustainable Design and Construction Services, Inc; (4) Hoggins Construction Unlimited, LLC (5) Whyte-Way Construction, Inc.; (6) Windows & More, LLC; (7) Built Solid Construction, LLC; (8) Dixie Construction, Inc.; (9) R&B Remodeling, Inc.; (10) JLC Construction Group, Inc.; and (11) Phoenix Pro Management, Inc. (collectively, the “Contractors”); and

WHEREAS, the evaluation committee recommends that the City Commission approve the Ranking, award contracts to the 11 Contractors, and authorize execution of contracts with the

Contractors for the Services on an as needed basis for two-year terms.

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 Ranking and award of the RFQ for the Services on an as needed basis to the 11 Contractors.

Section 3. The City Manager is hereby authorized to execute contracts with each of the Contractors for the Services on an as needed basis for two year terms, consistent with the terms of the RFQ, together with such additional terms as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2025.

CITY OF DEERFIELD BEACH

TODD DROSKY, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK



Memorandum

TO: Jonathan Salas, Director of Community Services

FROM: Jeremin Worlds, Senior Buyer

THRU: Jermoth Rose, Assistant Director of Finance

DATE: November 6, 2025

SUBJECT: General Contractors for Federal and State Funded Housing and Community Services Programs, RFQ# 25-023

The Procurement and Contract Administration Division issued a Request for Qualification (RFQ) for General Contractors Federal and State Funded Housing and Community Development, RFQ#25-023. This formal competitive solicitation process complies with the City of Deerfield Beach procurement requirements. Details of the competitive solicitation process are as follows:

- On May 9, 2025 the RFQ was advertised in the legal notices section of the Broward County Website. The notice was sent to six hundred-sixty-four (664) prospective Proposers via the e-Procurement Marketplace.
- Twenty-six (26) vendors viewed the documents of the RFQ.
- One (1) Addendum were issued to make additions, deletions and changes to the RFQ documents.
- On June 25, 2025 at 2:00 p.m. EST, the Procurement and Contract Administration Division closed and unsealed eleven (11) responses. The responses were reviewed by the Procurement and Contract Administration Division to ensure the response met the RFQ requirements.
- One Proposer submitted a "No Bid" response for the RFQ.
- Reference checks were conducted on Built Solid Construction, LLC, Dixie Construction Inc., Hoggins Construction Unlimited, LLC, JLC Construction Group, Inc., Phoenix Pro Management, Inc., R&B Remodeling, Inc., Regosa Engineering Services, Inc., Stacy Bomar Construction LLC, Sustainable Design and Construction Services, Inc., Whyte-Way Construction Inc., Windows & more LLC, revealed positive ratings. All firms were found to be responsive and responsible.
- Subsequently, each member of the Evaluation Committee assigned by the City Manager received their evaluation packages that consisted of: evaluation committee policies and procedures and the evaluation scoresheets.

- Each Evaluation Committee Member independently reviewed and scored the eleven (11) responsive and responsible proposals in accordance with the weighted criteria stated in the RFQ prior to the initial public Evaluation Committee meeting.
- The proposal was evaluated based on the following weighted criteria:

<u>Criteria</u>	<u>Maximum Points</u>
Adhere to CBE Requirements	15
Adherence to Section 3 Requirements	15
Staffing Levels and Ability to Handle Multiple Projects	25
Experience with HUD Funded Project	25
Construction Trade Qualification and Experience	20

- On October 27, 2025 at 9:30 a.m. EST, the Evaluation Committee Meeting was held to discuss the eleven (11) proposals and rank the proposers.
- The Evaluation Committee consisted of: Jonathan Salas, Director of Community Services, Arlene Walcott, Housing and Community Affairs Manager, Sheila Oliver, Building Official.
- The proposals were scored and by each Evaluation Committee members independently as follows:

Ranking	Jonathan Salas	Arlene Walcott	Sheila Oliver	Total	Ranking
Regosa Engineering Services, Inc	100	85	74	259	1
Stacy Bomar Consturction LLC	100	80	67	247	2
Sustainable Design and Construction Services, Inc.	90	83	56	229	3
Hoggins Construction Unlimited LLC	80	80	65	225	4
Whyte-Way Construction Inc.	80	80	64	224	5
Windows & More LLC	80	82	51	213	6
Built Solid Construction, LLC	80	70	60	210	7
Dixie Construction Inc	80	75	52	207	8
R & B Remodeling, Inc.	80	60	63	203	9
JLC Construction Group, Inc.	70	70	55	195	10
Phoenix Pro Management, Inc	70	50	50	170	11

- Following the final ranking of the proposal, discussion was initiated.
- Mr. Jonathan Salas made a motion to accept the Evaluation Committee's Scores and have Procurement post the Proposed Recommendation of Ranking online and recommend to the City Commission, to approve all ranked proposers. This motion was seconded by Ms. Arlene Walcott. The Evaluation Committee was unanimous in their decision.
- The Evaluation Committee's proposed recommendation of ranking was posted on the e-Procurement Marketplace from October 31, 2025 through November 1, 2025. The Notice of Intent to Award was posted on the e-Procurement Marketplace on October 31, 2025 through November 1, 2025, which provided an opportunity for any proposer or interested party to present any new or additional information regarding the responsiveness and responsibility of the proposers. There was no additional information submitted within this timeframe.

- Documentation related to this solicitation may be obtained by e-mailing jworlds@deerfield-beach.com. You may contact the Procurement and Contract Administration Division at 954-250-4047 with any questions.

In summary, the Evaluation Committee is recommending to the City Commission, to approve the ranking and award of contracts to the all eleven (11) ranked Proposers Built Solid Construction LLC, Dixie Construction Inc., Hoggins Construction Unlimited, LLC, JLC Construction Group, Inc., Phoenix Pro Management, Inc., R&B Remodeling, Inc., Regosa Engineering Services, Inc., Stacy Bomar Construction LLC, Sustainable Design and Construction Services, Inc., Whyte-Way Construction Inc., Windows & More LLC. The term of the contract shall be for a period of two (2) years.

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

Att. Bid Tabulation Summary and Scope of Services

Event Number	RFQ 25-023 Addendum 1	Organization	City of Deerfield Beach
Event Title	General Contractors for Federal & State	Workgroup	Purchasing Dept.
Event Description	Scope of Services: The purpose of this RFQ	Event Owner	JEREMIN WORLDS
Event Type	RFQ	Email	jworlds@deerfield-beach.com
Issue Date	5/9/2025 05:06:23 PM (ET)	Phone	954 (250) 4047
Close Date	6/25/2025 02:00:00 PM (ET)	Fax	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
Built Solid Construction	RIVIERA BEACH	FL	6/25/2025 11:42:23 AM (ET)	0	\$0.00
Dixie Construction Inc. (Not different.)	Lauderdale Lakes.	FL	6/23/2025 03:51:17 PM (ET)	0	\$0.00
HOGGINS CONSTRUCTION UNLIMITED, LLC	POMPANO BEACH	FL	6/24/2025 10:59:07 AM (ET)	0	\$0.00
JLC CONSTRUCTION GROUP, INC.	SUNRISE	FL	6/24/2025 06:10:34 PM (ET)	0	\$0.00
Phoenix Pro Management, Inc. (PHOENIXPROINC.NET)	West Palm Beach	FL	6/25/2025 11:36:39 AM (ET)	0	\$0.00
R&B Remodeling	miramar	FL	6/25/2025 01:38:54 PM (ET)	0	\$0.00
Regosa engineering Services	Miami	FL	6/24/2025 11:36:31 PM (ET)	0	\$0.00
STACY BOMAR CONSTRUCTION LLC	PLANTATION	FL	6/24/2025 05:07:41 PM (ET)	0	\$0.00
Sustainable Design & Construction Services, Inc			6/25/2025 03:02:35 AM (ET)	0	\$0.00
(Sustainable Design & Construction Services, Inc.)	Miami	FL			
Whyte-Way Construction, Inc.	Lauderdale Lakes	FL	6/24/2025 09:50:28 PM (ET)	0	\$0.00
Windows & more solutions inc	Davie	FL	6/25/2025 01:26:59 PM (ET)	0	\$0.00

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

SCOPE OF WORK

1. Background

The City of Deerfield Beach receives funds from the U.S. Department of Housing and Urban Development (HUD) and Florida Housing Finance Corporation (FHFC) through the Community Development Block Grant (CDBG), Home Investment Partnership (HOME) and State Housing Initiatives Partnership (SHIP) programs for housing and community rehabilitation and development projects. The City may receive similar type of funds to carry out similar activities.

2. Purpose

The purpose of this Request for Qualifications (RFQ) is to establish a pool of a maximum of fifteen (15) qualified and experienced General or Building Contractors who have successfully completed CDBG and/or SHIP funded projects, and/or completed work for similar projects outlined in the scope of work. Contractors in the pool are not guaranteed any work under this contract; rather, being in the pool of contractors provides the ability to bid on specific rehabilitation projects funded by HUD and FHFC.

a. The Work

The work required for any particular project may include, but is not limited to, the following:

- i. Eliminating building code violations
- ii. Abating any health and safety problems in the home
- iii. Repair, upgrade or replace minor building systems as necessary, which include: structural, electrical, plumbing, mechanical or sewer systems
- iv. Stopping the intrusion of weather
- v. Improving energy efficiency
- vi. Improving the general condition
- vii. Mold remediation

Contractors may use sub-contractors for specialty items which includes but not limited to: roofing, mechanical, electrical, plumbing and mold remediation.

b. The Services

The services required by a contractor for any particular project may include, but are not limited to, the following:

- i. Complete repairs per specifications and requirements provided by the City
- ii. Submit permits (and drawings) for construction repairs as required.
- iii. Abide by and adhere to all conditions and requirements of the City's Legislative and Community Affairs programs.
- iv. Complete all projects in accordance with the project schedule and within budget.
- v. Maintain fiscal responsibility and effectively follow sound financial business practices throughout the term of the contract.
- vi. Establish and maintain professional and courteous relationships with City staff, consultant and property owners.

3. Bidding and Award Procedures - Individual Projects

The following procedures shall be used in the bidding and award process for individual projects pertaining to the scope of work.

a. Bidding

- i. The property will be inspected, before-photos taken, and work specifications and cost estimates prepared by the City of Deerfield Beach Residential and Cost Estimating Inspector.
- ii. Work specifications are approved by the City's Program Administrator and property owner prior to the pre-bid meeting.
- iii. All responsive and responsible pre-qualified contractors that were selected for Legislative and Community Affairs Programs construction services through the City's RFQ process and were approved by the City Commission shall be invited to bid. The invitation to bid shall be issued by the inspector or by the Purchasing and Contract Administration Division if the City has not contracted with a consultant to administer the Legislative and Community Affairs Programs.
- iv. A pre-bid meeting will take place between the program inspector, the property owner, and all invited contractors, at the project address. The sign-in sheet of contractors attending the pre-bid meeting will be submitted to the City's Program Administrator. Only contractors who attend the pre-bid meeting will be allowed to bid on the project.
- v. Contractors are expected to obtain scope clarification at the time of the pre-bid meeting.
- vi. Contractors must bid on all items on the scope of work. If a contractor does not wish to bid on a project, the contractor may submit "no bid" on company letterhead per instruction provided in bid package.
- vii. Bids shall be submitted in a sealed envelope which shall be clearly identified as a bid on the exterior of the envelope and delivered to the address specified in the bid document. All bids must be received on the original work specification form with all items completed. Any addendum issued by the inspector must be included in the sealed bid. Any bid received incomplete or with changes to the work specs will be determined non-responsive.
- viii. Bids shall be opened publicly and shall be witnessed by any duly authorized person at the time and place designated in the invitation to bids.
- ix. Bids shall be read aloud and a tabulation of all bids received shall be made available for public inspection in accordance with F.S. § 119.071.
- x. No late bids shall be accepted or opened if received after the date and time specified. All late bids shall be returned, unopened to the bidder.
- xi. Minor irregularities in bids may be waived by the consultant after consultation with the City's Purchasing Manager.
- xii. Please note that other procedures may be required for other funding sources and procedures may be adjusted.

b. Award

- i. Award of projects \$50,000 or less shall be made to the lowest responsive and responsible bidder able to meet the particular requirements of the bid specifications by the consultant or by the Purchasing Manager if the City has not contracted with a consultant to administer the Legislative and Community Affairs Programs. Award of projects over \$50,000 shall be made by the City Commission to the lowest, responsive, and responsible bidder able to meet the particular requirements of the bid specifications.
- ii. Contractors have one week, from the date of notice of award to obtain a signed original contract from the applicant.
- iii. The contractor will submit the contract to the City's Program Administrator. Failure to provide a contract within one (1) week will result in the project being reassigned to the next lowest, responsive, and responsible bidder. (Exceptions will be made only in instances where the property owner is not available within the one (1) week timeframe or if contractor notifies City's Program Administrator upon assignment that he/she will have difficulty getting the contract signed within one (1) week).

4. Other Requirements

a. List of Sub-Contractors, Suppliers, Section 3 and Notice of Commencement to Owner(s)

- i. A list of sub-contractors and suppliers for the assigned job will be required for the project file.
- ii. Applicable Section 3 forms will be required for the project file.
- iii. The Notice of Commencement to owner(s) must be submitted.
- iv. This information is to be submitted with the contract signed by the property owner.

b. Notice to Proceed

- i. Once the signed contract and all applicable documentation is received by the City's Program Administrator, the homeowner will sign the City's mortgage and promissory note for assistance.
- ii. Once these documents are signed by the applicant, the City's Program Administrator will issue a Notice to Proceed (NTP) to Contractor by fax or e-mail.
- iii. Work cannot begin until the Notice to Proceed (NTP) has been issued.
- iv. City permit fees are drastically reduced for Legislative and Community Affairs Affordable Housing Programs.

The Notice to Proceed will provide the Contractor up to thirty (30) days to secure permits for the awarded job. Proof that these permits have been requested must be submitted to the City's Program Administrator within thirty (30) days of the Notice to Proceed. If the Contractor does not submit proof that the permits have been requested in the thirty (30) days after the Notice to Proceed has been issued, the City's Program Administrator reserves the right to cancel the Notice to Proceed and refer the file to the next lowest, responsive, and responsible bidder. The Contractor will have up to forty (45) days after the issuance of the notice to begin construction. The Contractor is expected to adhere to the approved construction schedule. A Contractor's repeated failure to do so will result in removal from the future bidding process, unless delay is due to circumstances beyond Contractor's control, such as back order of in-demand materials. The City may utilize penalties to enforce this requirement.

c. Davis-Bacon Act Compliance

- i. When the project requires compliance with Davis-Bacon Act regulations, the contractor will be required to submit certified weekly payrolls for contractor and all subcontractors performing working on the project.
- ii. Payrolls will be verified with field inspections.
- iii. Failure to submit payrolls for required projects will result in a delay in payment.

d. Final Inspections

- i. Once the project is completed, the City/Consultant will provide the work specification writer/inspector a copy of contractor supplied documents: Building permits with approved final inspections, signed contract with property owner and any approved change orders. A final inspection will be arranged.
- ii. "After" photos will be taken by the program inspector.
- iii. A detailed report on the satisfactory or unsatisfactory completion of the line items in the work specs, including "after" photos completed by the program inspector, will be sent to the City for processing.
- iv. Contractor must correct all items deemed unsatisfactory by the program inspector.

- v. Contractor shall provide a written statement that all items on the final inspection punch list have been corrected.
- vi. A “final re-inspection” to confirm the completion of the punch list will be ordered. Any additional inspections required beyond the aforementioned “final re-inspection” confirming completion of the punch list items may be billed to the contractor. This amount may be reduced from contractor’s payment.

e. Progress Billing

- i. Progress billing will be reserved for commercial rehabilitation, substantial residential rehabilitation and multi-family projects if applicable.
- ii. Progress payments, if allowed, will be subject to additional satisfactory inspections.

f. Change Orders

- i. If the need for a change order arises, the contractor must contact the City’s program administrator for written approval prior to completing work not addressed on work specification.
- ii. No change order will be paid unless written approval is in the file.
- iii. Change orders will be reviewed by the City’s program inspector. Approvals are subject to funding availability, grant limitations, and the City’s rehabilitation standards.

g. Invoices

The following shall be submitted with payment and invoice documents:

- i. Invoice, with invoice number
- ii. Amount of invoice must match the signed proposal (unless a change order was submitted).
- iii. Warranty of work and all product warranties.
- iv. Signed Property Owner satisfaction form.
- v. Copy of any Notice to Owners
- vi. All unconditional Final Releases of lien – Amounts must be consistent with invoice.
- vii. Building Permits with approved final inspections.
- viii. Inspector’s final report and photos of completed work. (Taken by program’s rehabilitation inspector.)
- ix. Final Section 3 documentation, as applicable.

Contractors should submit invoices to City’s program administrator. Any documentation missing from the invoice will result in a delay in processing. Under no circumstance is the contractor authorized to seek payment from the property owner for the work approved under this program.

h. Performance

The City’s Program administrator will maintain a contractor performance file. Contractors’ performance and workmanship are monitored by City’s program administrator from bidding to job completion for each project. All work performed under prepared specifications must be done in compliance with local governmental ordinances and Florida Building Code. All applicable State and Federal statutes must be followed (i.e. Davis- Bacon, Child Labor Law, etc.); failure to fully comply with general conditions can cause suspension or removal from the program.

5. Vehicle/Pedestrian Traffic

Contractor shall provide all items necessary to protect, warn and/or maintain vehicular and pedestrian traffic during the course of repairs.

6. Protection of Property

- a. The Contractor shall at all times guard against damage or loss to the City property and any other persons in or around the work site, and shall be responsible for replacing or repairing any such damage or loss. The Contractor will be required to report any such damages immediately to the Facility Manager or his designee. Replacement or repairs shall begin within five (5) days of the incident that caused the damage.
- b. The Contractor and its subcontractor(s) shall clean, repair or replace any item damaged during the performance of the service to the satisfaction of City at no additional cost.
- c. The City reserves the right at its sole and absolute discretion, to repair any damages created by the Contractor and deduct the actual cost of repairs from their payment.

7. Quality Assurance

All employees shall be competent and highly skilled in their particular job in order to properly perform the work assigned to them. The Contractor shall be responsible for maintaining the quality of the materials and workmanship on the job throughout the duration of his/her responsibility.

8. Personnel

- a. The City may require the Contractor to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on City property is not in the best interests of the City. The City shall not have any duty to implement or enforce such requirements and such obligation shall be the sole responsibility of the Contractor to immediately address upon the City's notification to the Contractors supervisory staff on-site or the managerial point of contact designated to the contract.
- b. The Contractors employees performing work on City property shall be in uniforms with the company's name, clean, courteous, sober and competent. The Contractor agrees to be responsible for such personnel. All Contractors' personnel dealing with the public under this contract, shall be identified by name through the use of a nametag or embroidered name on his/her uniform. The Contractor agrees that the owners of the company, or officers if a corporation, shall be held fully responsible, except as otherwise prohibited by law, for acts of their personnel while on duty.
- c. At least one (1) employee in a supervisory role at the worksite must be able to communicate clearly and fluently in the "English" language.
- d. All employees shall be competent and highly skilled in their particular job, in order to properly perform the work assigned to them.

9. Contractor's Vehicles

Contractor's vehicles used on City projects shall be clean and presentable, in working condition, and identified with the name of the company and proper licensing.

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City of Deerfield Beach

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

Face Sheet File Number: I.D. 2025-598

Agenda Date: 12/16/2025

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 Master Contract #JM026-06-2028 with the Areawide Council on Aging of Broward County, Inc. for program services at the Braithwaite Center for Active Aging; authorizing execution of the Agreement; providing an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The 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 and surrounding areas.

The agreements under the Master Contract encompass programs that enhance the well-being of seniors and promote their independence by offering a broad range of supportive services and activities.

Current Activity

The purpose of this Master Contract is to set the general terms and conditions applicable to all the agreements between the City of Deerfield Beach/Northeast Focal Point and the Areawide Council on Aging of Broward County, Inc./Area Agency on Aging.

These programs and services within the agreements will enable the City to assist eligible elders aged 60 and older, as well as their caregivers, by providing supportive resources designed to help them achieve and maintain maximum independence while enhancing their overall quality of life. Supportive services may include, but are not limited to, transportation to vital resources, support groups, mental health counseling, health and wellness activities, adult day care, education and training opportunities, and comprehensive assessments.

The Master Contract term will cover all applicable agreements from January 1, 2026, through December 31, 2028.

Recommendation

It is recommended that the City Commission approve Master Contract Agreement #JM026-06-2028 with the Areawide Council on Aging of Broward County, Inc.

RESOLUTION NO. 2025/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING MASTER CONTRACT #JM026-06-2028 WITH THE AREAWIDE COUNCIL ON AGING OF BROWARD COUNTY, INC. FOR PROGRAM SERVICES AT THE BRAITHWAITE CENTER FOR ACTIVE AGING; AUTHORIZING EXECUTION OF THE AGREEMENT; PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Deerfield Beach (the “City”) and the Areawide Council on Aging of Broward County, Inc. (the “Council”) have been collaborating for over 44 years to provide support services to the senior population in the City and surrounding areas; and

WHEREAS, the City desires to enter into a Master Contract with the Council for support services for the Center for Active Aging, the Alzheimer’s Day Care Center, the Adult Day Care, and Transportation; and

WHEREAS, the purpose of the Master Contract is to set the general terms and conditions applicable to contracts between City and Council for provision of specific services set forth in the applicable contracts which incorporate the Master Contract terms; and

WHEREAS, the term for Master Contract #JM026-06-2028 with the Council, attached and incorporated herein as Exhibit “A”, (the “Master Contract”) will be from January 1, 2026 through December 31, 2028; and

WHEREAS, the City Commission believes that it is in the best interest of the City to approve and authorize execution of the Master Contract with the Council, attached as Exhibit “A”.

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

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

Section 2. The City Commission hereby approves the Master Contract with the Council, attached as Exhibit “A”, for a term from January 1, 2026, through December 31, 2026, for Braithwaite Center for Active Aging Services.

Section 3. The City Manager is hereby authorized to execute the Master 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 take all necessary actions to implement 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

MASTER CONTRACT

THIS MASTER 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.” The term Contractor for this purpose may designate a vendor, subgrantee or subrecipient, the status to be further identified in ATTACHMENT I, Exhibit-1 as necessary.

1. Purpose of Contract

The purpose of this Master Contract is to set the general terms and conditions applicable to the contracts or agreements between the Contractor and the Council for the provision of the services specified in each one of those contracts or agreements incorporating this Master Contract by reference with all its attachments and exhibits, which shall constitute in each case the entire contract document.

1.1 Florida Department of Elder Affairs’ Mission Statement

To foster an environment that promotes well-being for Florida’s elders and enables them to remain in their homes and communities. The Florida Department of Elder Affairs’ vision is of all Floridians aging with dignity, purpose, and independence. Area agencies, lead agencies and local service providers, as partners and stakeholders in Florida’s aging services network, are expected to support the Florida Department of Elder Affairs’ mission, vision, and program priorities.

1.2 Areawide Council on Aging of Broward County, Inc.’s Mission Statement

To plan, coordinate, monitor, evaluate and fund various groups, agencies, organizations and projects relating to the elderly in Broward County, Florida; to plan, plan for, promote, provide for and provide services and activities for elderly people in Broward County, Florida; to encourage participation and involvement of volunteers, professionals, and all other persons interested in the welfare and well-being of the elderly in Broward County, Florida.

2. Incorporation of Documents within the Contract

All contracts or agreements including attachments, proposal(s), solicitation(s), service provider application(s), grant agreements, relevant to the Florida Department of Elder Affairs’ handbooks, manuals or desk books executed between the Contractor and the Council shall incorporate this Master Contract by reference and be subject to the conditions set forth in this Master Contract for the duration of the contract period(s). Any and all contracts or agreements executed between the Contractor and the Council during the effective period of this Master Contract will incorporate this Master Contract by reference and shall be governed in accordance with the applicable laws, statutes, and other conditions set forth in this Master Contract.

3. Term of Contract

This Master Contract when executed will have an effective date of January 1, 2026. It will end at midnight, Eastern Standard Time on December 31, 2028.

4. Compliance with Federal Law

- 4.1** If any contract or agreement incorporating this Master Contract by reference contains federal funds this section shall apply:

- 4.1.1** The Contractor shall comply with the provisions of 45 Code of Federal Regulations (CFR) Part 75 and/or 45 CFR Part 92, 2 CFR Part 200 and other applicable regulations.
- 4.1.2** If the contract or agreement incorporating this Master Contract by reference contains federal funds and is over \$100,000.00, the Contractor shall comply with all applicable standards, orders, or regulations issued under Section 306 of the Clean Air Act as amended (42 United States Code U.S.C. 7401 et seq.), Section 508 of the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.), Executive Order 11738, as amended, and where applicable Environmental Protection Agency regulations 2 CFR Part 1500. The Contractor shall report any violations of the above to the Council.
- 4.1.3** The Contractor, or agent acting for the Contractor, may not use any federal funds received in connection with any contract or agreement incorporating this Master Contract by reference to influence legislation or appropriations pending before the Congress or any State Legislature. The Contractor must, prior to contract execution, complete the Certification Regarding Lobbying included in ATTACHMENT II, Certifications and Assurances.
- 4.1.4** The Contractor shall comply with any equal-employment and nondiscrimination requirements currently in effect under 2 CFR Part 200 Appendix II, 45 CFR Part 92, and other applicable U.S. Department of Labor and Health and Human Services regulations.
- 4.1.5** A contract or agreement award with an amount expected to equal or exceed \$25,000.00 and certain other contract or agreement awards will not be made to parties listed on the government-wide Excluded Parties List System, in accordance with the Office of Management and Budget (OMB) guidelines at 2 CFR Part 180 that implement Executive Orders 12549 and 12689, “Debarment and Suspension.” The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Contractor shall comply with these provisions before doing business or entering into subcontracts receiving federal funds pursuant to any contract or agreement incorporating this Master Contract by reference. The Contractor shall complete and sign the Debarment and Suspension Certification included in ATTACHMENT II, Certifications and Assurances, prior to the execution of this Master Contract.
- 4.2** The Contractor shall not employ an unauthorized alien. The Council will consider the employment of unauthorized aliens a violation of the Immigration and Nationality Act (8 U.S.C. 1324a) and the Immigration Reform and Control Act of 1986 (8 U.S.C. 1101). Such violation will be cause for unilateral cancellation of this Master Contract and any contract or agreement incorporating this Master Contract by reference by the Council.
- 4.3** If the Contractor is a non-profit provider and is subject to Internal Revenue Service (IRS) tax exempt organization reporting requirements (filing a Form 990 or Form 990-N) and has its tax exempt status revoked for failing to comply with the filing requirements of the Pension Protection Act of 2006 or for any other reason, the Contractor must notify the Council in writing within thirty (30) days of receiving the IRS notice of revocation.
- 4.4** The Contractor shall comply with Title 2 CFR Part 175 regarding Trafficking in Persons.
- 4.5** Unless exempt under 2 CFR Part 170.110(b), the Contractor shall comply with the reporting requirements of the Transparency Act as expressed in 2 CFR Part 170.

- 4.6** To comply with Presidential Executive Order 12989 and State of Florida Executive Order Number 11-116, Contractor agrees to utilize the U.S. Department of Homeland Security's E-verify system to verify the employment eligibility of all new employees hired by Contractor during the contract or agreement term. The Contractor shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the state contract utilize the E-verify system to verify employment eligibility of all new employees hired by the subcontractor during any contract or agreement term. Contractors meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision. The Contractor shall complete and sign the Verification of Employment Certification included in ATTACHMENT II, Certifications and Assurances, prior to the execution of this Master Contract.

5. Compliance with State Law

- 5.1** This Master Contract and any contract or agreement incorporating this Master Contract by reference is executed and entered into with the Council, with the pass-through funding from the Florida Department of Elder Affairs, and shall be construed, performed and enforced in all respects in accordance with the Florida law, including Florida provisions for conflict of laws.
- 5.2** If this contract contains state financial assistance funds, the Contractor shall comply with Section 215.97, F.S., and Section 215.971, F.S., and expenditures must be in compliance with laws, rules, and regulations including, but not limited to, the Reference Guide for State Expenditures from the Department of Financial Services at:
https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/manuals/agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_7
- 5.3** The Contractor shall comply with requirements of Section 287.058, F.S. as amended.
- 5.3.1** The Contractor shall provide units of deliverables, including various client services, and in some instances may include reports, findings, and drafts, as specified in this Master Contract and any contract or agreement incorporating this Master Contract by reference, which the Council's Contract Manager must receive and accept in writing prior to payment.
- 5.3.2** The Contractor shall submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit.
- 5.3.3** If itemized payment for travel expenses is permitted in any contract or agreement incorporating this Master Contract by reference, the Contractor shall submit bills for any travel expenses in accordance with Section 112.061, F.S., or at such lower rates as may be provided in this Master Contract and any contract or agreement incorporating this Master Contract by reference. The current state rate for reimbursement of travel in a privately owned vehicle is \$0.445 per mile.
- 5.3.4** The Contractor shall allow public access to all documents, papers, letters, or other public records as defined in Subsection 119.011(12), F.S., made or received by the Contractor in conjunction with any contract or agreement incorporating this Master Contract by reference, except for those records which are made confidential or exempt by law. The Contractor's refusal to comply with this provision will constitute an immediate breach of contract or agreement for which the Council may unilaterally terminate this Master Contract and any contract or agreement incorporating this Master Contract by reference.

- 5.4 If clients are to be transported under any contract or agreement incorporating this Master Contract by reference, the Contractor shall comply with the provisions of Chapter 427, F.S., and Rule Chapter 41-2, F. A. C.
- 5.5 Subcontractors who are on the Discriminatory Vendor List may not transact business with any public entity, in accordance with the provisions of Section 287.134, F.S.
- 5.6 The Contractor shall comply with the provisions of Section 11.062, F.S., and Section 216.347, F.S., which prohibit the expenditure of Contract funds for the purpose of lobbying the legislature, judicial branch or a state agency.
- 5.7 The Council may, at its option, terminate this Master Contract and any contract or agreement incorporating this Master Contract by reference, if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., has been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies that Boycott Israel List, or if the Contractor has been engaged in business operations in Cuba or Syria or is engaged in a boycott of Israel. The Contractor shall complete and sign the Scrutinized Companies Lists Certification, included in ATTACHMENT II, Certifications and Assurances, prior to the execution of this Master Contract.

6. Cooperation with the Inspector General

Contractor agrees to comply with the DOEA Inspector General in any investigation, audit, inspection, review, or hearing performed pursuant to Section 20.055, F.S. The Contractor further agrees that it shall include, in related subcontracts, a requirement that subcontractors performing work or providing services pursuant to any contract or agreement that incorporates this Master Contract by reference, agree to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing performed pursuant to Section 20.055, F.S.

7. 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 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 Florida Department of Elder Affairs and the Agency for Health Care Administration regarding implementation of Section 430.0402 and Chapter 435, F.S.

- 7.1 To demonstrate compliance with this provision, Contractor shall submit annually, no later than January 05, the completed ATTACHMENT VII, Background Screening Affidavit of Compliance.
- 7.2 Further information concerning the procedures for background screening is found at <https://elderaffairs.org/about-us/background-screening/> .

8. Investigation of Criminal Allegations

Any report that implies criminal intent on the part of the Contractor or any subcontractors 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.

9. Grievance and Complaint Procedures

9.1 Grievance Procedures

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

9.2 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, or any other advice related to complaints other than termination, suspension or reduction in services that require the grievance process as described in Appendix D, Department of Elder Affairs Programs and Services Handbook. The complaint procedures shall include notification to all clients of the complaint procedure and include tracking the date, nature of the complaint and the determination of the complaint.

10. Public Records and Retention

By execution of this Master Contract and any contract or agreement incorporating this Master Contract by reference, Contractor agrees to all provisions of Chapter 119, F.S., and any other applicable law, and shall:

- 10.1** Keep and maintain public records required by the Council to perform the contracted services.
- 10.2** Upon request from the Council's custodian of public records, provide the Council a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- 10.3** 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 contract term and following completion of the contract if the Contractor does not transfer the records to the Council.
- 10.4** Upon completion of the contract or agreement incorporating this Master Contract by reference, the Contractor will either transfer, at no cost to the Council, all public records in possession of the Contractor, or will keep and maintain public records required by the Council. If the Contractor transfers all public records to the Council upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Council in a format that is compatible with the information technology systems of the Council.
- 10.5** The Council may unilaterally cancel any contract or agreement incorporating this Master Contract by reference, notwithstanding any other provisions of this Master Contract, for refusal by the Contractor to comply with Section 10 of this Master Contract by not allowing public access to all

documents, papers, letters, or other material made or received by the Contractor in conjunction with this Master Contract or any contract or agreement incorporating this Master Contract by reference, unless the records are exempt, or confidential and exempt, from Section 24(a) of Article I of the State Constitution and Section 119.07(1), F.S.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS MASTER CONTRACT OR ANY CONTRACT THAT INCORPORATES THIS MASTER CONTRACT BY REFERENCE, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**Areawide Council on Aging of Broward County, Inc.
5300 Hiatus Road, Sunrise, FL 33351**

(954) 745-9567

11. Audits, Inspections, Investigations

- 11.1** The Contractor shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all assets, obligations, unobligated balances, income, interest and expenditures of funds provided by the Council under this Master Contract and any contract or agreement incorporating this Master Contract by reference. Contractor shall adequately safeguard all such assets and assure they are used solely for the purposes authorized under any contract or agreement which incorporates this Master Contract by reference. Whenever appropriate, financial information should be related to performance and unit cost data.
- 11.2** The Contractor shall retain and maintain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to any contract or agreement which incorporates this Master Contract by reference for a period of six (6) years after completion of the contract or agreement incorporating this Master Contract by reference or longer when required by law. In the event an audit is required for any contract or agreement incorporating this Master Contract by reference, records shall be retained for a minimum period of six (6) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of any contract or agreement incorporating this Master Contract by reference, at no additional cost to the Council.
- 11.3** Upon demand, at no additional cost to the Council, the Contractor shall facilitate the duplication and transfer of any records or documents during the required retention period.
- 11.4** The Contractor shall assure that the records described in this section will be subject at all reasonable times to inspection, review, copying, or audit by federal, state, or other personnel duly authorized by the Council.
- 11.5** At all reasonable times for as long as records are maintained, persons duly authorized by the Council and federal auditors, pursuant to 45 CFR Part 75, will be allowed full access to and the right to examine any of the Contractor's contracts or agreements, related records and documents pertinent to any contract or agreement, regardless of the form in which it is kept.
- 11.6** The Contractor shall provide a financial and compliance audit to the Council as specified in ATTACHMENT I of this Master Contract and ensure that all related third-party transactions are disclosed to the auditor.

12. Nondiscrimination-Civil Rights Compliance

- 12.1** The Contractor shall execute assurances in ATTACHMENT III, Assurances-Non-Construction Programs, that it will not discriminate against any person in the provision of services or benefits under any contract or agreement incorporating this Master Contract by reference 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, sub grantees, 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. The Contractor shall complete and sign ATTACHMENT III, Assurances-Non-Construction Programs, prior to the execution of this Master Contract.
- 12.2** During the term of this Master Contract and any contract or agreement incorporating this Master Contract by reference, the Contractor shall complete and retain on file a timely, complete and accurate Civil Rights Compliance Checklist, ATTACHMENT IV.
- 12.3** The Contractor shall establish procedures pursuant to federal law to handle complaints of discrimination involving services or benefits through any contract or agreement incorporating this Master Contract by reference. These procedures will include notifying clients, employees, and participants of the right to file a complaint with the appropriate federal or state entity.
- 12.4** If any contract or agreement incorporating this Master Contract by reference, 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.

13. Monitoring by the Council

The Contractor shall allow persons duly authorized by the Council to inspect and copy any records, papers, documents, facilities, goods and services of the Contractor which are relevant to this Master Contract and any contract or agreement which incorporates this Master Contract by reference, and to interview any clients, employees and subcontractor employees of the Contractor to assure the Council of the satisfactory performance of the terms and conditions of any contract or agreement which incorporates this Master Contract by reference. Following such review, the Council will provide a written report of its findings to the Contractor, and where appropriate, the Contractor shall develop a corrective action plan. The Contractor hereby agrees to correct all deficiencies identified in the corrective action plan in a timely manner as determined by the Council.

14. Provision of Services

The Contractor shall provide services in the manner to be described in subsequent contracts or agreements incorporating this Master Contract by reference.

15. Coordinated Monitoring with Other Agencies

If the Contractor receives funding from one or more State of Florida's human service agencies, in addition to the Florida Department of Elder Affairs through the Council, then a joint monitoring visit including such other agencies may be scheduled. For the purposes of any contract or agreement incorporating this Master Contract by reference, and pursuant to Section 287.0575, F.S. as amended, State of Florida's human service agencies shall include the Department of Children and Families, the Department of Health, the Agency for Persons with Disabilities, the Department of Veterans Affairs, and the Florida Department of Elder Affairs. Upon notification and the subsequent scheduling of such a visit by the designated agency's lead administrative coordinator, the Contractor will comply and cooperate with all monitors, inspectors, or investigators.

16. New Contract(s) Reporting

The Contractor shall notify the Council within ten (10) days of entering into a new contract or agreement with any of the five (5) state human service agencies. The notification shall include the following information: (1) contracting state agency; (2) contract name and number; (3) contract or agreement start and end dates; (4) contract or agreement amount; (5) contract or agreement description and commodity or service; and (6) Contract Manager name and number. In complying with this provision, and pursuant to Section 287.0575, F.S. as amended, the Contractor shall complete and provide the information in ATTACHMENT VI, Provider's State Contracts List.

17. Indemnification

The Contractor shall indemnify, save, defend, and hold harmless the Council and its agents and employees and the State of Florida and its agents and employees and the Florida Department of Elder Affairs and its agents and employees from any and all claims, demands, actions, causes of action of whatever nature or character, arising out of or by reason of the execution of this Master Contract and any contract or agreement incorporating this Master Contract by reference or performance of the services provided for herein. It is understood and agreed that the Contractor is not required to indemnify the Council for claims, demands, actions or causes of action arising solely out of the Council's negligence. Except to the extent permitted by Section 768.28, F.S., or other Florida law, this Section 17 is not applicable to contracts or agreements executed between the Contractor, the Council and state agencies or subdivisions defined in Section 768.28(2), F.S.

18. Insurance and Bonding

- 18.1** The Contractor shall provide continuous adequate liability insurance coverage during the existence of any contract or agreement incorporating this Master Contract by reference and any renewal(s) and extension(s) of it. By execution of this Master Contract and any contract or agreement incorporating this Master Contract by reference, unless it is a state agency or subdivision as defined by Subsection 768.28(2), F.S., the Contractor accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the Contractor and the clients to be served under any contract or agreement incorporating this Master Contract by reference. The limits of coverage under each policy maintained by the Contractor do not limit the Contractor's liability and obligations under any contract or agreement incorporating this Master Contract by reference. The Contractor shall ensure that the Council has the most current written verification of insurance coverage throughout the term of any contract or agreement incorporating this Master Contract by reference. Such coverage may be provided by a self-insurance program established and operating under the laws of the State

of Florida. The Council reserves the right to require additional insurance as specified in any contract or agreement incorporating this Master Contract by reference.

- 18.2** Throughout the term of any contract or agreement incorporating this Master Contract by reference, the Contractor shall maintain an insurance bond from a responsible commercial insurance company covering all officers, directors, employees and agents of the Contractor authorized to handle funds received or disbursed under all contracts or agreements incorporating this Master Contract by reference in an amount commensurate with the funds handled, the degree of risk as determined by the insurance company and consistent with good business practices.

19. Confidentiality of Information

The Contractor shall not use or disclose any information concerning a recipient of services under any contract or agreement incorporating this Master Contract by reference, for any purpose prohibited by state or federal law or regulations except with the written consent of a person legally authorized to give that consent or when authorized by law.

20. Health Insurance Portability and Accountability Act

Where applicable, the Contractor shall comply with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, as well as all regulations promulgated thereunder (45 CFR Parts 160, 162, and 164).

The Council, as a covered entity, and the Contractor, as a business associate, shall comply with the provisions of 45 CFR Part 164 by entering into a Business Associate Agreement, ATTACHMENT IX, to ensure that the business associate will appropriately safeguard Protected Health Information (PHI).

21. Incident Reporting

- 21.1** The Contractor shall notify the Council immediately, but no later than forty-eight (48) hours from, the Contractor's awareness or discovery of conditions that may materially affect the Contractor or subcontractor's ability to perform the services required to be performed under any contract or agreement which incorporates this Master Contract by reference. Such notice shall be made orally to the Council's Contract Manager (by telephone) with an email to immediately follow.
- 21.2** The Contractor shall immediately report knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number (1-800-96ABUSE). As required by Chapters 39 and 415, F.S., this provision is binding upon both the Contractor and its employees.

22. Bankruptcy Notification

During the term of any contract or agreement incorporating this Master Contract by reference, the Contractor shall immediately notify the Council if the Contractor, its assignees, Subcontractors or affiliates file a claim for bankruptcy. Within ten (10) days after notification, the Contractor must also provide the following information to the Council: (1) the date of filing of the bankruptcy petition; (2) the case number; (3) the court name and the division in which the petition was filed (e.g., Northern District of Florida, Tallahassee Division); and, (4) the name address, and telephone number of the bankruptcy attorney.

23. Sponsorship and Publicity

23.1 As required by Section 286.25, F.S., if the Contractor is a non-governmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through any contract or agreement incorporating this Master Contract by reference, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: “Sponsored by (Contractor’s name), Areawide Council on Aging of Broward County, Inc., and the Florida Department of Elder Affairs.” If the sponsorship reference is in written material, the words “Areawide Council on Aging of Broward County, Inc. and Florida Department of Elder Affairs” shall appear in at least the same size letters or type as the name of the organization.

23.2 The Contractor shall not use the words “Areawide Council on Aging of Broward County, Inc. and the Florida Department of Elder Affairs” to indicate sponsorship of a program otherwise financed, unless specific authorization has been obtained by the Council prior to use.

24. Assignments

24.1 The Contractor shall not assign the rights and responsibilities under any contract or agreement incorporating this Master Contract by reference without the prior written approval of the Council. Any sublicense, assignment, or transfer otherwise occurring without prior written approval of the Council will constitute a material breach of the contract or agreement. In the event the Council approves transfer of the Council’s obligations, the Contractor remains responsible for all work performed and all expenses incurred in connection with the contract or agreement.

24.2 The Council is at all times entitled to assign or transfer, in whole or part, its rights, duties, or obligations under any contract or agreement to another contractor in Broward County, upon giving prior written notice to the Contractor. Notwithstanding the foregoing, should the Council assign the duties, rights, or obligations hereunder to a provider, individual, or entity who has been excluded, debarred, suspended, or otherwise deemed ineligible to participate in a Federal Health Care Program, including but not limited to Medicare or Medicaid, Contractor shall be entitled to immediately terminate this Agreement with no further obligations and with no liability, cost, penalty, or imposition of any damages.

24.3 This Master Contract and any contract or agreement incorporating this Master Contract by reference shall remain binding upon the successors in interest of either the Contractor or the Council.

25. Subcontracts

25.1 The Contractor is responsible for all work performed and for all commodities produced pursuant to any contract or agreement incorporating this Master Contract by reference, whether actually furnished by the Contractor or its subcontractors. Any subcontracts shall be evidenced by a written document and subject to any conditions of approval the Council deems necessary. The Contractor further agrees that the Council will not be liable to the subcontractor in any way or for any reason. The Contractor, at its expense, shall defend the Council against any such claims as permitted by law.

25.2 The Contractor shall promptly pay any subcontractor upon receipt of payment from the Council. Failure to make payments to any subcontractor in accordance with Section 287.0585, F.S., unless

otherwise stated in any contract or agreement incorporating this Master Contract by reference between the Contractor and subcontractor, will result in a penalty as provided by statute.

26. Independent Capacity of Contractor

It is the intent and understanding of the Parties that the Contractor, or any of its subcontractors, are independent contractors and are not employees of the Council or the Florida Department of Elder Affairs and shall not hold themselves out as employees or agents of the Council or the Florida Department of Elder Affairs without specific authorization from the Council. It is the further intent and understanding of the Parties that the Council does not control the employment practices of the Contractor and will not be liable for any wage and hour, employment discrimination, or other labor and employment claims against the Contractor. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for the Contractor will be the sole responsibility of the Contractor.

27. Payment

27.1 Payments shall be made to the Contractor pursuant to Section 215.422, F.S., as services are rendered and properly invoiced by the Contractor. The Council's Finance Director will have final approval of the invoice for payment, and will approve the invoice for payment only if the Contractor has met all terms and conditions of any contract or agreement incorporating this Master Contract by reference, unless the bid specifications, purchase order, or the contract or agreement specify otherwise. The approved invoice will be submitted to the Council's finance section for budgetary approval and processing. Disputes arising from invoicing or payment shall be resolved in accordance with this Agreement. Section 215.422, Florida Statutes, applies only when the state of Florida is responsible for a prompt-payment delay; in such cases, any interest due under that statute shall be limited to the amount actually received by the Council from the Department. The statute does not apply in any other scenario.

27.2 The Contractor agrees to submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre audit and post audit thereof. The Contractor shall comply with the particular requirements under the following laws and guidelines that are applicable to the contracts or agreements incorporating this Master Contract by reference: (a) paragraph (16) (b) of Section 216.181, F.S., regarding advances; (b) paragraph 69I-40.103 F.A.C. pertaining to Restriction of Expenditures from state funds; and, (c) the Invoice Requirements of the Reference Guide for State Expenditures from the Department of Financial Services at:

https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/manuals/agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_7

The Contractor certifies that detailed documentation is available to support each item on the itemized invoice or payment request for cost reimbursed expenses, fixed rate or deliverables contracts or agreements incorporating this Master Contract by reference, including paid subcontractor invoices, and will be produced upon request by the Council. The Contractor further certifies that reimbursement requested is only for allowable expenses as defined in the laws and guiding circulars cited in Sections four (4) and five (5) of this Master Contract, in the Reference Guide for State Expenditures, and any other laws or regulations, as applicable, and that administrative expenses do not exceed amounts budgeted in the Contractor's approved service provider application as developed in accordance with and pursuant to Section 306(a) of the Older Americans Act of 1965, as amended.

- 27.3** The Contractor shall provide units of deliverables, including reports, findings, and drafts as specified in the contracts or agreements and attachments which incorporate this Master Contract by reference, and the service provider application developed by the Contractor (pursuant to Section 306(a) of the Older Americans Act), to be received and accepted by the Contract Manager prior to payment.
- 27.4** The Council acknowledges its obligation to pay the Contractor for the performance of the Contractor's duties and responsibilities set forth in any contract or agreement incorporating this Master Contract by reference.
- 27.5** The Council shall not be liable to the Contractor for costs incurred or performance rendered unless such costs and performances are in accordance with the terms and conditions of any contract or agreement executed between the Parties, which incorporates this Master Contract by reference, including but not limited to terms, governing the Contractor's promised performance and unit rates and/or reimbursement capitations specified.
- 27.6** The Council shall not be liable to the Contractor for any expenditures which are not allowable costs as defined in 45 CFR, Parts 74 and 92, as amended, or which expenditures have not been made in accordance with all applicable state and federal rules.
- 27.8** The Council shall not be liable to the Contractor for expenditures made in violation of regulations promulgated under the Older Americans Act, as amended, or in violation of applicable state and federal laws, rules, or provisions of any contract or agreement incorporating this Master Contract by reference.

28. Return of Funds

The Contractor shall return to the Council any overpayments due to unearned funds or funds disallowed and any interest attributable to such funds pursuant to the terms and conditions of any contract or agreement incorporating this Master Contract by reference that were disbursed to the Contractor by the Council. In the event that the Contractor or its independent auditor discovers that an overpayment has been made, the Contractor shall repay said overpayment immediately without prior notification from the Council. In the event that the Council first discovers an overpayment has been made, the Finance Director, on behalf of the Council, will notify the Contractor in writing of such findings. Should repayment not be made forthwith, the Contractor shall be charged at the lawful rate of interest on the outstanding balance pursuant to Section 55.03, F.S., after Council notification or Contractor discovery.

29. Data Integrity and Safeguarding Information

- 29.1** Data Security. The Contractor and all Contractor Representatives shall comply with Rule Chapter 60GG-2, Florida Administrative Code (F.A.C.), which contains information technology (IT) procedures; and requires adherence to the Department's security policies. The Contractor shall provide immediate notice to the Council, 1) in the event it becomes aware of any security breach or any unauthorized transmission or loss of any or all of the data collected, created for, or provided by the Department (State Data); and 2) of any allegation or suspected violation of Rule Chapter 60GG-2, F.A.C. Except as required by law or legal process, and, with respect to the State Data, after notice to the Council, the Contractor shall not divulge to third parties any Confidential Information obtained by the Contractor in the course of performing Contract work according to applicable rules, including, but not limited to, Rule Chapter 60GG-2, F.A.C. "Confidential Information" means information in the possession or under the control of the state of Florida or the Contractor that is exempt from public disclosure pursuant to chapter 119, F.S., or to any other

applicable provision of State or federal law that serves to exempt information from public disclosure. This includes, but is not limited to, the security procedures, business operations information, or commercial proprietary information. The Contractor will not be required to keep confidential any information that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the State's Confidential Information, or information that is otherwise obtainable under State law as a public record. If State Data will reside in the Contractor's system, the Contractor will conduct at the Contractor's expense, an annual network penetration test or security audit of the Contractor's system(s) on which State Data resides and will share the results with the Council and/or Department upon request to.

- 29.2** Data Protection. No State Data will be transmitted, processed, or stored outside of the United States of America regardless of method, except as required by law. Access to State Data will only be available to staff approved and authorized by the Council and/or Department that have a legitimate business need. Access to State Data does not include remote support sessions for devices that might contain the State Data; however, during the remote support session the Contractor must escort the remote support access and maintain visibility of the support personnel's actions. Requests for remote access to the Department's systems will be submitted to the Department's Help Desk. Remote connections are subject to detailed monitoring via two-way log reviews and the use of other tools. When remote access is no longer needed, the Department must be promptly notified, and access will be promptly removed.
- 29.3** Breach and Negligence. The Contractor agrees to protect, indemnify, defend, and hold harmless the Department from and against any and all costs, claims, demands, damages, losses, and liabilities arising from or in any way related to the Contractor's breach of this Section or the negligent acts or omissions of the Contractor related to this section.
- 29.4** Ownership of State Data. The State Data will be made available to the Department upon its request, in the form and format reasonably requested by the Department. Title to all of the State Data will remain property of the Department and/or become property of the Department upon receipt and acceptance. Notwithstanding the foregoing, for purposes of this Section, any fields used for authentication for services shall be excluded from the definition of State Data for security purposes. The Contractor shall not possess or assert any lien or other right against or to any State Data in any circumstances.

30. Computer Use and Social Media Policy

- 30.1** Inappropriate use of social media and personal cell phones may pose risks to the Council and DOEA's confidential and proprietary information and may jeopardize compliance with legal obligations. By signing this Master Contract, Contractor agrees to the following social media and personal cell phone use requirements.
- 30.2 Social Media Defined.** The term Social Media and /or personal cellular communication includes, but is not limited to, social networking websites, blogs, podcasts, discussion forums, RSS feeds, video sharing, SMS (including Direct Messages (DMs), iMessages, text messages, etc.); social networks like Instagram, TikTok, Snapchat, Google Hangouts, WhatsApp, Signal, Facebook, Pinterest, and X or their successors; and content sharing networks such as Flickr and YouTube. This includes the transmission of social media through any cellular or online transmission via any electronic, internet, intranet, or other wireless communication.
- 30.3 Application to any direct or incidental DOEA or other state business.** This contract applies to any DOEA or other state business conducted on any of the Contractor's, Subcontractor's, or their employees' social media accounts or through personal cellular communication.
- 30.4 Application to DOEA and Contractors Equipment.** This contract applies regardless of whether

the social media is accessed using DOE's IT facilities and equipment or equipment belonging to Contractor, Subcontractor, or their respective employees. Equipment includes, but is not limited to, personal computers, cellular phones, personal digital assistants, smart watches, or smart tablets.

- 30.5 Florida Government in the Sunshine, Florida Public Records Law, and HIPAA.** Contractor acknowledges that any state business conducted by social media or through personal cellular communication is subject to Florida's Government in the Sunshine Law, Florida's Public Records Law (Chapter 119, Florida Statutes), and the Health Insurance Portability and Accountability Act (HIPAA). Compliance with these laws and other applicable laws are further detailed in the contract.
- 30.6 Prohibited or Restricted Postings.** Any social media posts which include photos, videos, or names of clients, volunteers, staff, or other affiliates of DOE may only be posted when authorized by law and when any required HIPAA authorizations and any other consents or authorizations required pursuant to federal or state law are on file with the contractor's records.
- 30.7 Assist with Communications.** Contractors may be asked periodically to assist in distributing certain Council or DOE communications through their social media outlets. Any such requests should be posted in adherence to the social media requirements herein and the other provisions of this contract.

31. Conflict of Interest

The Contractor shall establish safeguards to prohibit employees, board members, management and subcontractors from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain. No employee, officer or agent of the Contractor or subcontractor shall participate in selection, or in the award of a contract or agreement supported by State or Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when: (a) the employee, officer or agent; (b) any member of his/her immediate family; (c) his or her partner; or (d) an organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The Contractor officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subcontracts. The Contractor's Board of Directors and management must disclose to the Council any relationship which may be, or may be perceived to be, a conflict of interest within thirty (30) calendar days of an individual's original appointment or placement in that position, or if the individual is serving as an incumbent, within thirty (30) calendar days of the commencement of any contract or agreement incorporating this Master Contract by reference. The Contractor's employees must make the same disclosures described above to the Contractor's Board of Directors. Compliance with this provision will be monitored.

32. Public Entity Crime

Pursuant to Section 287.133, F.S., a person or affiliate who has been placed on the Convicted Vendor List following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract or agreement to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract or agreement with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a contract or agreement with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the Convicted Vendor List.

33. Purchasing

- 33.1** The Contractor shall procure products and/or services required to perform under any contract or agreement incorporating this Master Contract by reference in accordance with Section 413.036, F.S.
- 33.2** IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, ANY CONTRACT OR AGREEMENT INCORPORATING THIS MASTER CONTRACT BY REFERENCE, FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), F.S. AND FOR PURPOSES OF ANY CONTRACT OR AGREEMENT INCORPORATING THIS MASTER CONTRACT BY REFERENCE, THE CONTRACTOR SHALL BE DEEMED TO BE SUBSTITUTED FOR THE COUNCIL INsofar AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.
- 33.3** Pursuant to Sections 413.036(1) and (4), F.S., the Contractor shall not be required to procure a product or service from RESPECT if: (a) the product or service is not available within a reasonable delivery time, (b) the Contractor is required by law to procure the product or service from any agency of the state, or (c) the Contractor determines that the performance specifications, price, or quality of the product or service is not comparable to the Contractor's requirements.
- 33.4** This act shall have precedence over any law requiring state agency procurement of products or services from any other nonprofit corporation unless such precedence is waived by the Florida Department of Elder Affairs through the Council in accordance with its rules.
- 33.5** Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org/>
- 33.6** The Contractor may procure any recycled products or materials, which are the subject of or are required to carry any contract or agreement incorporating this Master Contract by reference, when the Department of Management Services through the Council determines that those products are available, in accordance with the provisions of Section 403.7065, F.S.
- 33.7** The Contractor shall procure products and/or services required to perform under any contract or agreement incorporating this Master Contract by reference in accordance with Section 946.515, F.S.
- 33.8** IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR ARE REQUIRED TO CARRY OUT ANY CONTRACT OR AGREEMENT INCORPORATING THIS MASTER CONTRACT BY REFERENCE, SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SUBSECTIONS 946.515(2) AND (4), F.S. AND FOR PURPOSES OF THIS MASTER CONTRACT, THE CONTRACTOR WILL BE DEEMED TO BE SUBSTITUTED FOR THE COUNCIL INsofar AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

33.9 The corporation identified is Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE). Additional information about PRIDE and the commodities or contractual services it offers is available at <https://pride-enterprises.org/>

34. Patents, Copyrights, Royalties

If any contract or agreement incorporating this Master Contract by reference is awarded state funding and if any discovery, invention or copyrightable material is developed or produced in the course of or as a result of work or services performed under any contract or agreement incorporating this Master Contract by reference, or in any way connected with any contract or agreement incorporating this Master Contract by reference, or if ownership of any discovery, invention, or copyrightable materials was purchased in the course of or as a result of work or services performed under any contract or agreement incorporating this Master Contract by reference, the Contractor shall refer the discovery, invention or copyrightable material to the Council to be referred to the Florida Department of Elder Affairs and/or the Department of State. Any and all patent rights or copyrights accruing under any contract or agreement incorporating this Master Contract by reference are hereby reserved to the State of Florida in accordance with Chapter 286, F.S. Pursuant to Section 287.0571(5)(k), the only exceptions to this provision shall be those that are clearly expressed and reasonably valued in any contract or agreement incorporating this Master Contract by reference.

34.1 If the primary purpose of any contract or agreement incorporating this Master Contract by reference is the creation of intellectual property, the State of Florida shall retain an unencumbered right to use such property, notwithstanding any agreement made pursuant to Paragraph 34.

34.2 If any contract or agreement incorporating this Master Contract by reference is awarded solely federal funding, the terms and conditions are governed by 2 CFR §200.315 or 45 CFR §75.322, as applicable.

34.3 Notwithstanding the foregoing provisions, if the Contractor or one of its subcontractors is a university and a member of the State University System of Florida, then Section 1004.23, F.S., shall apply, but the Florida Department of Elder Affairs shall retain a perpetual, fully-paid, nonexclusive license for its use and the use of its Contractors, subcontractors or assignees of any resulting patented, copyrighted or trademarked work products.

35. Emergency Preparedness and Continuity of Operations

35.1 If the tasks to be performed pursuant to any contract or agreement incorporating this Master Contract by reference include the physical care and control of clients, or the administration and coordination of services necessary for client health, safety or welfare, the Contractor shall, within thirty (30) calendar days of the execution of any contract or agreement, submit to the Council verification of an Emergency Preparedness Plan. In the event of an emergency, the Contractor shall notify the Council of emergency provisions.

35.2 In the event a situation results in a cession of services by a subcontractor, the Contractor shall retain responsibility for performance under any contract or agreement incorporating this Master Contract by reference and must follow procedures to ensure continuity of operations without interruption.

36. Equipment

- 36.1** Equipment means: (a) an article of nonexpendable, tangible personal property, including information technology systems, having a useful life of more than one year and an acquisition cost which equals or exceeds the lesser of the capitalization level established by the organization for the financial statement purposes, or \$5,000.00 [for federal funds - 2 CFR §200.33 and 45 CFR §75.2, as applicable], or (b); nonexpendable, tangible personal property of a non-consumable nature with an acquisition cost of \$5,000.00 or more per unit, and expected useful life of at least one year; and hardback bound books not circulated to students or the general public, with a value or cost of \$250.00 or more [for state funds].
- 36.2** Contractors and subcontractors who are Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations shall have written property management standards in compliance with 2 CFR Part 200 (Subpart D – Property Standards) that include: (a) a property list with all the elements identified in the circular; (b) a procedure for conducting a physical inventory of equipment at least once every two (2) years; (c) a control system to insure adequate safeguards to prevent loss, damage, or theft of equipment; and (d) maintenance procedures to keep the equipment in good condition. The property records must be maintained on file and shall be provided to the Council upon request. The Contractor shall promptly investigate, fully document and fully document and notify the Council's Contract Manager of any loss, damage, or theft of equipment. The Contractor shall provide the results of the investigation to the Council's Contract Manager.
- 36.3** The Contractor's property management standards for equipment (including replacement equipment), whether acquired in whole or in part with federal funds and federally-owned equipment shall, as a minimum, meet the following requirements and to include accurately maintained equipment records with the following information:
- (1) Property records must be maintained that include a description of the equipment;
 - (2) Manufacturer's serial number, model number, federal stock number, national stock number, or other identification number;
 - (3) Source of funding for the equipment, including the federal award identification number;
 - (4) Whether title vests in the Contractor or the federal government;
 - (5) Acquisition date (or date received, if the equipment was furnished by the federal government) and cost;
 - (6) Information from which one can calculate the percentage of federal participation in the cost of the equipment (not applicable to equipment furnished by the federal government);
 - (7) Location, use and condition of the equipment and the date the information was reported;
 - (8) Unit acquisition cost; and
 - (9) Ultimate disposition data, including date of disposal and sales price or the method used to determine current fair market value where a Contractor compensates the federal awarding agency for its share.
 - (10) A physical inventory must be taken, and the results reconciled with the property records at least once every two (2) years.
 - (11) A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated. 45 CFR § 75.320(d)(3).
 - (12) Adequate maintenance procedures must be developed to keep the property in good condition.
 - (13) If the Contractor is authorized or required to sell the equipment, proper sales procedures must be established to ensure the highest possible return.

- 36.4** Equipment purchased with federal funds with an acquisition cost over \$5,000.00 and equipment purchased with state funds with an acquisition cost over \$5,000.00 is part of the cost of carrying out the activities and functions of the grant awards and Title (ownership) will vest in the Contractor [for federal funds see 2 CFR §200.313(a) and 45 CFR §75.320(a), as applicable], subject to the conditions of 2 CFR Part 200 and/or 45 CFR Part 75. Equipment purchased under these thresholds is considered supplies and is not subject to property standards. Equipment purchased with funds identified in the budget attachments to agreements covered by this Master Contract or any contract or agreement incorporating this Master Contract by reference, or identified in the sub agreements with subcontractors (not included in a cost methodology), is subject to the conditions of Chapter 273, F. S. and 60A-1.017, F. A. C. and 2 CFR Part 200 and/or 45 CFR Part 75.
- 36.5** The Contractor shall not dispose of any equipment or materials provided by the Council or the Florida Department of Elder Affairs, or purchased with funds provided through any contract or agreement incorporating this Master Contract by reference without first obtaining the approval of the Council. When disposing of property or equipment the Contractor must submit a written request for disposition instructions to the Council. The request should include a brief description of the property, purchase price, funding source, percentage of state or federal participation, acquisition date and condition of the property. The request should also indicate the Contractor's proposed disposition (i.e., transfer or donation to another agency that administers federal programs, offer the items for sale, destroy the items, etc.).
- 36.6** The Council will issue disposition instructions. If disposition instructions are not received within 120 days of the written request for disposition, the Contractor is authorized to proceed as directed in 2 CFR §200.313 or 45 CFR §75.320, as applicable.
- 36.7** Real property means land (including land improvements), buildings, structures and appurtenances thereto, but excludes movable machinery and equipment. Real property may not be purchased with state or federal funds through contracts or agreements covered under any contract or agreement incorporating this Master Contract by reference without the prior approval of the Council. Real property purchases from Older Americans Act funds are subject to the provisions of Title 42, Chapter 35, Subchapter III, Part A., Section 3030b United States Code. Real property purchases from state funds can only be made through fixed capital outlay grants and aids appropriations and therefore are subject to the provisions of Section 216.348, F. S.
- 36.8** Any permanent storage devices (e.g.: hard drives, removable storage media) must be reformatted and tested prior to disposal to ensure no confidential information remains.
- 36.9** Contractor must adhere to the Florida Department of Elder Affairs' procedures and standards when purchasing Information Technology Resources (ITR) as part of any contract or agreement incorporating this Master Contract by reference. An ITR worksheet is required for any computer related item costing \$1,000.00 or more, including data processing hardware, software, services, supplies, maintenance, training, personnel and facilities. Contractor shall secure written approval through the Council's Contract Manager prior to the purchase of any ITR. Contractor shall not be reimbursed for any purchase made prior to the written approval. The completed ITR worksheet shall be maintained in the Contractor's LAN administrator's file and must be provided to the Council upon request. The Contractor has the responsibility to require any subcontractors to comply with the Florida Department of Elder Affairs' ITR procedures.
- 37. PUR 1000 Form**

The PUR 1000 Form is hereby incorporated by reference and available at: https://www.myflorida.com/apps/vbs/adoc/F7740_PUR1000.pdf

In the event of any conflict between the PUR 1000 Form and any terms or conditions of any contract or agreement incorporating this Master Contract by reference, the terms or conditions of any contract or agreement incorporating this Master Contract by reference, shall take precedence over the PUR 1000 Form. However, if the conflicting terms or conditions in the PUR 1000 Form are required by any section of the Florida Statutes, the terms or conditions contained in the PUR 1000 Form shall take precedence.

38. Use of State Funds to Purchase or Improve Real Property

Any state funds provided for the purchase of or improvements to real property are contingent upon the Contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law.

39. Dispute Resolution

Any dispute concerning performance of any contract or agreement incorporating this Master Contract, by reference that cannot be resolved by agreement of both Parties shall be decided by the Council's Executive Director, who shall reduce the decision to writing and serve a copy on the Contractor.

40. Financial Consequences of Non-Performance

If the Contractor fails to meet the minimum level of service or performance identified in any contract or agreement incorporating this Master Contract by reference, or that is customary for the industry, then the Council must apply financial consequences commensurate with the deficiency as outlined in any contract or agreement incorporating this Master Contract by reference. The Contractor will not be charged with financial consequences, when a failure to perform arises out of causes that were the responsibility of the Council and/or the Florida Department of Elder Affairs.

41. No Waiver of Sovereign Immunity

Nothing contained in any contract or agreement incorporating this Master Contract by reference, is intended to serve as a waiver of sovereign immunity by any entity to which sovereign immunity may be applicable.

42. Venue

If any dispute arises out of any contract or agreement incorporating this Master Contract by reference, the venue of such legal recourse will be Broward County, Florida.

43. Entire Contract

This Master Contract and any contract or agreement incorporating this Master Contract by reference, contains all the terms and conditions agreed upon by the Parties. No oral agreements or representations shall be valid or binding upon the Council or the Contractor unless expressly contained herein or by a written subsequent contract, agreement and/or amendment to this Master Contract signed by both Parties.

44. Force Majeure

The Parties will not be liable for any delays or failures in performance due to circumstances beyond their control, provided the party experiencing the force majeure condition provides immediate written notification to the other party and takes all reasonable efforts to cure the condition.

45. Severability Clause

The Parties agree that if a court of competent jurisdiction deems any term or condition herein void or unenforceable the other provisions are severable to that void provision and shall remain in full force and effect.

46. Condition Precedent to Contract Appropriations

The Parties agree that the Council's performance and obligation to pay under any contract or agreement incorporating this Master Contract by reference is contingent upon an annual appropriation by the State Legislature. In the event such an appropriation is not made, the Contractor will not be entitled to file a claims bill.

47. Addition/Deletion

The Parties agree that the Council reserves the right to add or to delete any of the services required under any contract or agreement incorporating this Master Contract by reference when deemed to be in Broward County's best interest and reduced to a written amendment signed by both Parties. The Parties shall negotiate compensation for any additional services added.

48. Waiver

The delay or failure by the Council to exercise or enforce any of its rights under any contract or agreement incorporating this Master Contract by reference will not constitute or be deemed a waiver of the Council's right thereafter to enforce those rights, nor will any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

49. Compliance

The Contractor shall abide by all applicable current federal statutes, laws, rules and regulations as well as applicable current State statutes, laws, rules and regulations and the DOEA handbook. The Parties agree that failure of the Contractor to abide by these laws shall be deemed an event of default of the Contractor, and subject any contract or agreement incorporating this Master Contract by reference, to immediate, unilateral cancellation of the contract or agreement at the discretion of the Council.

50. Final Invoice

The Contractor shall submit the final invoice for payment to the Council as specified in any contract or agreement incorporating this Master Contract by reference. If the Contractor fails to submit final request for payment as specified in any contract or agreement, then all rights to payment may be forfeited and the Council may not honor any requests submitted. Any payment due under the terms of any contract or agreement incorporating this Master Contract by reference may be withheld until all required documentation and reports due from the Contractor and necessary adjustments thereto have been approved by the Council.

51. Renegotiations or Modifications

Modifications of the provisions of any contract, agreement, and this Master Contract shall be valid only when they have been reduced to writing and duly signed by both Parties. The rate of payment

and the total dollar amount may be adjusted retroactively for any contract or agreement incorporating this Master Contract by reference to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in the Council's operating budget.

52. Suspension of Work

The Council may in its sole discretion suspend any or all activities under this Master Contract and any contract or agreement incorporating this Master Contract by reference, at any time, when in the best interests of the Council to do so. The Council shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any purchase orders. Within ninety (90) days, or any longer period agreed to by the Contractor, the Council shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Contract or purchase order. Suspension of work shall not entitle the Contractor to any additional compensation.

53. Termination

53.1 Termination for Convenience

The Council, by written notice to the Contractor, may terminate this Master Contract and any contract or agreement incorporating this Master Contract by reference in whole or in part when the Council determines in its sole discretion that it is in the Council's interest to do so. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

53.2 Termination for Cause

The Council may terminate this Master Contract and any contract or agreement incorporating this Master Contract by reference if the Contractor fails to (1) deliver the product within the time specified in the contract or any extension, (2) maintain adequate progress, thus endangering performance of the contract, (3) honor any term of this Master Contract and any contract or agreement incorporating this Master Contract by reference, or (4) abide by any statutory, regulatory, or licensing requirement. The Contractor shall continue work on any work not terminated.

Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform any contract or agreement incorporating this Master Contract by reference arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtained from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default, or that the default was excusable, the rights and obligations of the Parties shall be the same as if the termination had been issued for the convenience of the Council. The rights and remedies of the Parties in this clause are in addition to any other rights and remedies provided by law or under this Master Contract.

54. Electronic Records and Signature

The Council authorizes, but does not require, the Contractor to create and retain electronic records or to use electronic signatures to conduct transactions necessary to carry out the terms of this Master Contract and any contract or agreement which incorporates this Master Contract by reference. A Contractor that creates and retains electronic records and uses electronic signatures to conduct transactions shall comply with the requirements contained in the *Uniform Electronic Transaction Act*, Section 668.50, F.S. All electronic records must be fully auditable; are subject to *Florida's Public Records Law*, chapter. 119, F.S.; must comply with Section 29, *Data Integrity and Safeguarding Information*; must maintain all confidentiality, as applicable; and must be retained and maintained by the Contractor to the same extent as non-electronic records are retained and maintained as required by any contract or agreement incorporating this Master Contract by reference.

54.1 The Council's authorization pursuant to this section does not authorize electronic transactions between the Contractor and the Council. The Contractor is authorized to conduct electronic transactions with the Council only upon further written consent by the Council.

54.2 Upon request by the Council, the Contractor shall provide the Council with non-electronic (paper) copies of records. Non-electronic (paper) copies provided to the Council of any document that was originally in electronic form with an electronic signature must indicate the person and the person's capacity who electronically signed the document on any non-electronic copy of the document.

55. Volunteers

The Contractor shall ensure the use of trained volunteers in providing direct services delivered to older individuals and individuals with disabilities needing such services. If possible, the Contractor shall work in coordination with organizations that have experience in providing training, placement, and stipends for volunteers or participants (such as the Senior Community Service Employment Program or organizations carrying out federal service programs administered by the Corporation for National and Community Service), in community service settings.

56. Enforcement

56.1 The Council may, without taking any intermediate measures available to it against the Contractor including corrective action, unannounced special monitoring, temporary assumption of operation of one or more programs by the Council, placing the Contractor on probationary status, imposing a moratorium on Contractor action, imposing financial penalties for nonperformance, or other actions, rescind the Contractor's designation as if the Council finds that any of the following have occurred:

- (1) An intentional or negligent act of the Contractor has materially affected the health, welfare, or safety of clients served pursuant to any contract or agreement incorporating this Master Contract by reference, or substantially and negatively affected the operation of services covered under any contract or agreement;
- (2) The Contractor lacks financial stability sufficient to meet contractual obligations or that contractual funds have been misappropriated;
- (3) The Contractor has committed multiple or repeated violations of legal and regulatory standards, regardless of whether such laws or regulations are enforced by the Council, or the Contractor has committed or repeated violations of Council standards;

- (4) The Contractor has failed to continue the provision or expansion of services after the declaration of a state of emergency;
- (5) The Contractor has exceeded its authority or otherwise failed to adhere to the terms of this Master Contract and any contract or agreement incorporating this Master Contract by reference, with the Council, or has exceeded its authority or otherwise failed to adhere to provisions specifically provided by statute, rule adopted by the Florida Department of Elder Affairs and the current DOEA handbook;
- (6) The Contractor has failed to properly determine client eligibility as defined by the Council or efficiently manage program budgets; or
- (7) The Contractor has failed to implement and maintain a Council-approved client grievance resolution procedure.

56.2 In making any determination under this provision the Council may rely upon the findings of another state or federal agency, or other regulatory body. Any claims for damages for breach of any contract or agreement incorporating this Master Contract by reference are exempt from administrative proceedings and shall be brought before the appropriate entity in the venue of Broward County, Florida.

57. Use of Service Dollars/Wait List Management

57.1 The Contractor is expected to spend all federal, state, and other funds provided by the Council, for the purpose specified in each contract or agreement incorporating this Master Contract by reference. 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 another Contractor during the contract period and/or adjust subsequent funding allocations accordingly, as allowable under state and federal law.

57.2 The Contractor agrees to distribute funds as detailed in the service provider application and the Budget Summary, included in each contract or agreement incorporating this Master Contract by reference. Any changes in the amounts of federal or general revenue funds identified on the Budget Summary form require a contract amendment.

58. Surplus/Deficit Report

The Contractor will submit a consolidated surplus/deficit report in a format provided by the Council's Contract Manager by the 5th business day of each month. This report is for all contracts or agreements incorporating this Master Contract by reference between the Contractor and the Council. The report will include the following:

- (1) A list of all services and their current status regarding surplus or deficit;
- (2) The Contractor's detailed plan on how the surplus or deficit spending exceeding the threshold of plus or minus one percent (+/- 1%) will be resolved;
- (3) Recommendations to transfer funds to resolve surplus/deficit spending;
- (4) Input from the Contractor's Board of Directors on resolution of spending issues, if applicable;
- (5) Number of clients currently on Assessed Prioritized Consumer List (APCL), that receive a priority ranking score of 4 or 5; and
- (6) Number of clients currently on the APCL designated as Imminent Risk.

59. Official Payee and Representatives (Names, Address, and Telephone Numbers):

a.	The Contractor name, as shown on page 1 of this Master Contract, and mailing address of the official payee to whom the payment will be made is:	City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging 325 NW 2nd 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 2nd 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 Master 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 2nd 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 Contract Manager for the Council for this Master Contract is:	Ingrid Schenk Areawide Council on Aging of Broward County, Inc. 5300 Hiatus Road, Sunrise, FL 33351 (954) 745-9567
Upon change of representatives (names, addresses, telephone numbers) by either party, notice will be provided in writing to the other party and the notification attached to the originals of this Master Contract.		

60. Selection of a Project Director

- 60.1** In the event the representative of the Contractor, responsible for administration of the Program (Project Director), resigns, is terminated, or for other reasons, no longer is responsible for the Contract, the Contractor will submit, at a minimum, the names and credentials of three finalists being considered for the Project Director's vacancy. The Council will review and either approve or disapprove the candidates' credentials within ten (10) working days of such notification. Final selection of the Project Director will be made by the administering agency of the Contractor from the approved listing.
- 60.2** The qualifications of the person, selected to be a new Project Director, must receive approval by the Council prior to appointment. The following steps constitute the required process:
- (1) The Contractor will notify the Council of its recruitment methods. This notification must permit reasonable opportunity for the Council to comment and offer technical assistance on the recruitment plan. The plan must contain:
 - a. appropriate and reasonable effort to recruit applicants on a non-discriminatory basis.
 - b. information on where, when, how, and how long the vacancy will be advertised.
 - c. the methodology for accepting applications.
 - d. the methodology for screening applications/applicants.

- e. the criteria which will be applied to determine three-to-five persons qualified for the position.
- f. the education, training, and or experience deemed essential for the position as determined by the Contractor.

- (2) The Contractor will provide the Council with the application or resume' of persons deemed best qualified.
- (3) Council will, within ten (10) working days, review the application/resume of the candidates and offer comments on their qualifications.
- (4) After review and comment by Council, the Contractor is authorized to hire any of the individuals which have been deemed by the Council to meet the qualifications for the Project Director's position.

60.3 If Council determines that none of the proposed candidates meet the qualifications for Project Director, the Contractor must repeat the recruitment cycle.

60.4 The Contractor will repeat the recruitment cycle if the qualifications are judged by the Council to be insufficient.

60.5 At any time there is a vacancy for a Project Director, the Contractor must immediately appoint an "Acting" Project Director, and notify the Council upon appointment. No person may serve as an "Acting" Director for more than 120 calendar days without prior written approval of the Council.

61. All Terms and Conditions Included

This Master 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 Master Contract will supersede all previous communications, representations or agreements, either written or verbal between the Parties. By signing this Master Contract, the Parties agree that they have read and agreed to the entire contract.

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IN WITNESS THEREOF, the Parties hereto have caused this 56- 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**FINANCIAL AND COMPLIANCE AUDIT**

The administration of resources awarded by the Council to the Contractor may be subject to audits and/or monitoring by the Council and the Florida Department of Elder Affairs, as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200 (formerly OMB Circular A-133 as revised), and Section 215.97, F.S., (see “AUDITS” below), monitoring procedures may include, but not be limited to, on-site visits by the Council and/or the Florida Department of Elder Affairs staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Master Contract, and any contract or agreement incorporating this Master Contract by reference, the Contractor agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Council. In the event the Council determines that a limited scope audit of the Contractor is appropriate, the Contractor agrees to comply with any additional instructions provided by the Council to the Contractor regarding such audit. The Contractor further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Council, the State of Florida Chief Financial Officer (CFO) or Auditor General.

AUDITS**PART I: FEDERALLY FUNDED**

This part is applicable if the Contractor is a State or local government or a non-profit organization as defined in 2 CFR Part 200, Subpart A.

In the event that the Contractor expends \$750,000.00 or more in federal awards during its fiscal year, the Contractor must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200. Funding Summary indicates federal resources awarded through the Council. In determining the federal awards expended in its fiscal year, the Contractor shall consider all sources of Federal awards, including federal resources received from the Council. The determination of amounts of Federal awards expended should be in accordance with 2 CFR Part 200. An audit of the Contractor conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200 will meet the requirements of this part.

In connection with the audit requirements addressed in Part I, paragraph 1, the Contractor shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §200.508.

If the Contractor expends less than \$750,000.00 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR Part 200 is not required. In the event that the Contractor expends less than \$750,000.00 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200 the cost of the audit must be paid from non-federal resources (i.e., the cost of such audit must be paid from Contractor resources obtained from other than federal entities.)

An audit conducted in accordance with this part shall cover the entire organization for the organization’s fiscal year. Compliance findings related to contracts with the Council shall be based on the contract’s requirements, including any rules, regulations, or statutes referenced in the contract. The financial statements shall disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due to the Council shall be fully disclosed in the audit report with reference to the Council contract involved. If not otherwise disclosed as required by 2 CFR §200.510 the schedule of expenditures of federal awards shall identify expenditures by contract number for each contract with the Council incorporating this Master Contract in effect during the audit period. Financial reporting packages required under this part must be submitted within the earlier of thirty (30) days after receipt of the audit report or nine (9) months after the end of the Contractor’s fiscal year end.

PART II: STATE FUNDED

This part is applicable if the Contractor is a non-state entity as defined by Section 215.97(2), F.S.

In the event that the Contractor expends a total amount of state financial assistance equal to or in excess of \$750,000.00 in any fiscal year of such Contractor, the Contractor must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Funding Summary indicates state financial assistance awarded through the Council. In determining the state financial assistance expended in its fiscal year, the Contractor shall consider all sources of state financial assistance, including state financial assistance received from the Council, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

In connection with the audit requirements addressed in Part II, paragraph 1, the Contractor shall ensure that the audit complies with the requirements of Section 215.97(8), F.S. This includes submission of a financial reporting package as defined by Section 215.97(2), F.S., and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

If the Contractor expends less than \$750,000.00 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, F.S., is not required. In the event that the Contractor expends less than \$750,000.00 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the Contractor resources obtained from other than State entities).

An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to contracts with the Council shall be based on the contract's requirements, including any applicable rules, regulations, or statutes. The financial statements shall disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due to the Council shall be fully disclosed in the audit report with reference to the Council contract involved. If not otherwise disclosed as required by Rule 69I- 5.003, F.A.C., the schedule of expenditures of state financial assistance shall identify expenditures by contract number for each contract with the Council incorporating this Master Contract in effect during the audit period. Financial reporting packages required under this part must be submitted within 45 days after delivery of the audit report, but no later than 12 months after the Contractor's fiscal year end for local governmental entities. Non-profit or for-profit organizations are required to be submitted within 45 days after delivery of the audit report, but no later than nine (9) months after the Contractor's fiscal year end. Notwithstanding the applicability of this portion, the Council retains all right and obligation to monitor and oversee the performance of any contract incorporating this Master Contract as outlined throughout this document and pursuant to law.

PART III: REPORT SUBMISSION

Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200 and required by Part I of this Financial Compliance Audit Attachment, shall be submitted, when required by 2 CFR §200.512

by or on behalf of the Contractor directly to each of the following:

The Council at the following address:

Areawide Council on Aging of Broward County, Inc. 5300 Hiatus Road, Sunrise, FL 33351

Pursuant to 2 CFR §200.512, all other Federal agencies, pass-through entities and others interested in a reporting package and data collection form must obtain it by accessing the Federal Audit Clearinghouse.

The Contractor shall submit a copy of any management letter issued by the auditor, to the Council at the following address:

Areawide Council on Aging of Broward County, Inc. 5300 Hiatus Road, Sunrise, FL 33351

Additionally, copies of financial reporting packages required by this Master Contract's Financial Compliance Audit Attachment, Part II shall be submitted by or on behalf of the Contractor directly to each of the following:

The Council at the following address:

Areawide Council on Aging of Broward County, Inc.
5300 Hiatus Road, Sunrise, FL 33351

The Auditor General's Office at the following address:
State of Florida Auditor General Claude Pepper Building, Room 574
111 West Madison Street, Tallahassee, Florida 32399-1450

Any reports, management letter, or other information required to be submitted to the Council pursuant to this Master Contract and any contract incorporating this Master Contract by reference shall be submitted timely in accordance with 2 CFR Part 200, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Contractors, when submitting financial reporting packages to the Council for audits done in accordance with 2 CFR Part 200 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Contractor in correspondence accompanying the reporting package.

PART IV: RECORD RETENTION

The Contractor shall retain sufficient records demonstrating its compliance with the terms of this Master Contract and any contract incorporating this Master Contract by reference for a period of six (6) years from the date the audit report is issued, and shall allow the Council and/or the Florida Department of Elder Affairs or its designee, the State of Florida Chief Financial Officer (CFO) or Auditor General access to such records upon request. The Contractor shall ensure that audit working papers are made available to the Council and/or the Florida Department of Elder Affairs or its designee, the State of Florida Chief Financial Officer (CFO), or Auditor General upon request for a period of six (6) years from the date the audit report is issued, unless extended in writing by the Council.

END OF ATTACHMENT I

ATTACHMENT I EXHIBIT 1

PART I: AUDIT RELATIONSHIP DETERMINATION

Contractors who receive state or federal resources may or may not be subject to the audit requirements of 2 CFR Part 200 and/or Section 215.97, F.S. Contractors who are determined to be recipients or sub-recipients of federal awards and/or state financial assistance may be subject to the audit requirements if the audit threshold requirements set forth in Part I and/or Part II of Exhibit 1 are met. Contractors who have been determined to be vendors are not subject to the audit requirements of 2 CFR §200.38, and/or Section 215.97, F.S. Regardless of whether the audit requirements are met, Contractors who have been determined to be recipients or sub-recipients of Federal awards and/or state financial assistance must comply with applicable programmatic and fiscal compliance requirements.

In accordance with 2 CFR Part 200 and/or Rule 69I-5.006, F.A.C., Contractor has been determined to be:

☐ Vendor not subject to 2 CFR §200.38 and/or Section 215.97, F.S.

☒ Recipient/sub-recipient subject to 2 CFR §200.86 and §200.93 and/or Section 215.97, F.S.

☐ Exempt organization not subject to 2 CFR Part 200 and/or Section 215.97, F.S. For Federal awards, for-profit organizations are exempt; for state financial assistance projects, public universities, community colleges, district school boards, branches of state (Florida) government, and charter schools are exempt. Exempt organizations must comply with all compliance requirements set forth within the contract or award document.

NOTE: If a Contractor is determined to be a recipient/sub-recipient of federal and or state financial assistance and has been approved by the Council to subcontract, they must comply with Section 215.97(7), F.S., and Rule 69I-5.006, F.A.C. [state financial assistance] and 2 CFR §200.330[federal awards].

PART II: FISCAL COMPLIANCE REQUIREMENTS

FEDERAL AWARDS OR STATE MATCHING FUNDS ON FEDERAL AWARDS. Contractors who receive Federal awards, state maintenance of effort funds, or state matching funds on Federal awards and who are determined to be a sub- recipient must comply with the following fiscal laws, rules and regulations:

STATES, LOCAL GOVERNMENTS AND INDIAN TRIBES MUST FOLLOW:

2 CFR §200.416 - §200.417 – Special Considerations for States, Local Governments and Indian Tribes* 2 CFR §200.201 – Administrative Requirements**

2 CFR §200 Subpart F – Audit Requirements Reference Guide for State Expenditures

Other fiscal requirements set forth in program laws, rules and regulations

NON-PROFIT ORGANIZATIONS MUST FOLLOW:

2 CFR §200.400 - §200.411 – Cost Principles*

2 CFR §200.100 – Administrative Requirements

2 CFR §200 Subpart F – Audit Requirements

Reference Guide for State Expenditures

Other fiscal requirements set forth in program laws, rules and regulations

EDUCATIONAL INSTITUTIONS (EVEN IF A PART OF A STATE OR LOCAL GOVERNMENT) MUST FOLLOW:

2 CFR §200.418 – §200.419 – Special Considerations for Institutions of Higher Education*

2 CFR §200.100 – Administrative Requirements

2 CFR §200 Subpart F – Audit Requirements Reference Guide for State Expenditures

Other fiscal requirements set forth in program laws, rules and regulations

*Some Federal programs may be exempted from compliance with the Cost Principles Circulars as noted in 2 CFR §200.400(5) (c).

**For funding passed through U.S. Health and Human Services, 45 CFR Part 75; for funding passed through U.S. Department of Education, 34 CFR Part 80.

STATE FINANCIAL ASSISTANCE. Contractors who receive state financial assistance and who are determined to be a recipient/sub-recipient must comply with the following fiscal laws, rules and regulations:

Sections 215.97 & 215.971, F.S.

Chapter 69I-5, F.A.C.

State Projects Compliance Supplement Reference Guide for State Expenditures

Other fiscal requirements set forth in program laws, rules and regulations

END OF ATTACHMENT I, EXHIBIT 1

ATTACHMENT II**CERTIFICATIONS AND ASSURANCES**

Council will not award this Master Contract unless Contractor completes the CERTIFICATIONS AND ASSURANCES contained in this Attachment. In performance of any contract or agreement incorporating this Master Contract by reference, Contractor provides the following certifications and assurances:

- A. Debarment and Suspension Certification (29 CFR Part 95 and 45 CFR Part 75)**
- B. Certification Regarding Lobbying (29 CFR Part 93 and 45 CFR Part 93)**
- C. Nondiscrimination & Equal Opportunity Assurance (29 CFR Part 37 and 45 CFR Part 80)**
- D. Certification Regarding Public Entity Crimes, Section 287.133, F.S.**
- E. Association of Community Organizations for Reform Now (ACORN) Funding Restrictions Assurance (Pub. L. 111-117)**
- F. Scrutinized Companies Lists and No Boycott of Israel Certification, section 287.135, F.S.**
- G. Certification Regarding Data Integrity Compliance for Agreements, Grants, Loans and Cooperative Agreements**
- H. Verification of Employment Status Certification**
- I. Records and Documentation**
- J. Certification Regarding Inspection of Public Records**

A. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTION.

The undersigned Contractor certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;
2. Have not within a three-year period preceding this Master Contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A.2. of this certification; and/or
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause of default.

B. CERTIFICATION REGARDING LOBBYING – Certification for Contracts, Grants, Loans, and Cooperative Agreements.

The undersigned Contractor certifies, to the best of its knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employees of Congress, or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement, the undersigned shall also complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

The undersigned shall require that language of this certification be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients and contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this Master Contract and any contract incorporating this Master Contract by reference was made or entered into. Submission of this certification is a prerequisite for making or entering into this Master Contract imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

C. NON DISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE (29 CFR PART 37 AND 45 CFR PART 80).

As a condition of the contract, Contractor assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

1. Section 188 of the Workforce Investment Act of 1998 (WIA), (Pub. L. 105-220), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I-financially assisted program or activity.
2. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Council.
3. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 84), to the end that, in accordance with Section 504 of that Act and the Regulation, no otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Council.
4. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Council.
5. Title IX of the Education Amendments of 1972 (Pub. L. 92-318), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 86), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education program or activity for which the Applicant receives Federal financial assistance from the Council.
6. The American with Disabilities Act of 1990 (Pub. L. 101-336), which prohibits discrimination in all employment practices, including job application procedures, hiring, firing, advancement, compensation, training, and other terms, conditions, and privileges of employment. It applies to recruitment, advertising, tenure, layoff, leave, fringe benefits, and all other employment-related activities.
7. Contractor also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to Contractor's operation of the WIA Title I – financially assisted program or activity, and to all contracts Contractor makes to carry out the WIA Title I – financially

assisted program or activity. Contractor understands that DOEA and the United States have the right to seek judicial enforcement of the assurance.

The undersigned shall require that language of this assurance be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients and contractors shall provide this assurance accordingly.

D. CERTIFICATION REGARDING PUBLIC ENTITY CRIMES, SECTION 287.133, F.S.

Contractor hereby certifies that neither it, nor any person or affiliate of Contractor, has been convicted of a Public Entity Crime as defined in Section 287.133, F.S., nor placed on the convicted vendor list.

Contractor understands and agrees that it is required to inform Council immediately upon any change of circumstances regarding this status.

E. ASSOCIATION OF COMMUNITY ORGANIZATIONS FOR REFORM NOW (ACORN) FUNDING RESTRICTIONS ASSURANCE (Pub. L. 111-117).

As a condition of the contract, Contractor assures that it will comply fully with the federal funding restrictions pertaining to ACORN and its subsidiaries per the Consolidated Appropriations Act, 2010, Division E, Section 511 (Pub. L. 111-117). The Continuing Appropriations Act, 2011, Sections 101 and 103 (Pub. L. 111-242), provides that appropriations made under Pub. L. 111-117 are available under the conditions provided by Pub. L. 111-117.

The undersigned shall require that language of this assurance be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub recipients and contractors shall provide this assurance accordingly.

F. SCRUTINIZED COMPANIES LISTS AND NO BOYCOTT OF ISRAEL CERTIFICATION, SECTION 287.135, F.S.

In accordance with section 287.135, F.S., Contractor hereby certifies that it has not been placed on the Scrutinized Companies that Boycott Israel List and that it is not participating in a boycott of Israel.

If any contract or agreement incorporating this Master Contract by reference is in the amount of \$1 million or more, in accordance with the requirements of section 287.135, F.S., Contractor hereby certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria.

Contractor understands that pursuant to section 287.135, F.S., the submission of a false certification may result in the Council terminating this Master Contract and any contract or agreement incorporating this Master Contract by reference and the submission of a false certification may subject Contractor to civil penalties and attorney fees and costs, including any costs for investigations that led to the finding of false certification.

If Contractor is unable to certify any of the statements in this certification, Contractor shall attach an explanation to this Master Contract.

G. CERTIFICATION REGARDING DATA INTEGRITY COMPLIANCE FOR AGREEMENTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

1. The Contractor and any subcontractors of services under this Master Contract or any contracts or agreements incorporating this Master Contract by reference have financial management systems capable of providing certain information, including: (1) accurate, current, and complete disclosure of the financial results of each grant-funded project or program in accordance with the prescribed reporting requirements; (2) the source and application of funds for all contract supported activities; and (3) the comparison of

outlays with budgeted amounts for each award. The inability to process information in accordance with these requirements could result in a return of grant funds that have not been accounted for properly.

2. Management Information Systems used by the Contractor, subcontractors, or any outside entity on which the Contractor is dependent for data that is to be reported, transmitted, or calculated have been assessed and verified to be capable of processing data accurately, including year-date dependent data. For those systems identified to be non-compliant, Contractors will take immediate action to assure data integrity.

3. If any contract or agreement incorporating this Master Contract by reference includes the provision of hardware, software, firmware, microcode, or imbedded chip technology, the undersigned warrants that these products are capable of processing year-date dependent data accurately. All versions of these products offered by the Contractor (represented by the undersigned) and purchased by the state will be verified for accuracy and integrity of data prior to transfer.

4. In the event of any decrease in functionality related to time and date related codes and internal subroutines that impede the hardware or software programs from operating properly, the Contractor agrees to immediately make required corrections to restore hardware and software programs to the same level of functionality as warranted herein, at no charge to the state, and without interruption to the ongoing business of the state, time being of the essence.

5. The Contractor and any subcontractors of services under any contract or agreement incorporating this Master Contract by reference warrant that their policies and procedures include a disaster plan to provide for service delivery to continue in case of an emergency, including emergencies arising from data integrity compliance issues.

H. VERIFICATION OF EMPLOYMENT STATUS CERTIFICATION

As a condition of contracting with the Council, Contractor certifies the use of the U.S. Department of Homeland Security's E-verify system to verify the employment eligibility of all new employees hired by Contractor during the contract term to perform employment duties pursuant to this Master Contract or any contract or agreement incorporating this Master Contract by reference, and that any subcontracts include an express requirement that subcontractors performing work or providing services pursuant to any contract or agreement incorporating this Master Contract by reference utilize the E-verify system to verify the employment eligibility of all new employees hired by the subcontractor during the entire contract term.

The Contractor shall require that the language of this certification be included in all sub-agreements, subgrants, and other agreements/contracts and that all Subcontractors shall certify compliance accordingly.

This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this contract and any contract or agreement incorporating this Master Contract by reference imposed by Circulars A-102 and 2 CFR Part 200 and 215 (formerly OMB Circular A-110).

I. RECORDS AND DOCUMENTATION

The Contractor agrees to make available to Council staff and/or any party designated by the Council any and all contract related records and documentation. The Contractor shall ensure the collection and maintenance of all program related information and documentation on any such system designated by the Council. Maintenance includes valid exports and backups of all data and systems according to Council standards.

J. CERTIFICATION REGARDING INSPECTION OF PUBLIC RECORDS

1. In addition to the requirements of Sections 8.1 and 8.2 of this Master Contract, sections 119.0701(3) and (4) F.S., and any other applicable law, if a civil action is commenced as contemplated by section 119.0701(4), F.S., and the Council is named in the civil action, Contractor agrees to indemnify and hold

harmless the Council for any costs incurred by the Council and any attorneys' fees assessed or awarded against the Council from a Public Records Request made pursuant to Chapter 119, F.S., concerning this Master Contract or any contract or agreement incorporating this Master Contract by reference, or services performed thereunder. a. Notwithstanding section 119.0701, F.S., or other Florida law, this section is not applicable to contracts executed between the Council and state agencies or subdivisions defined in section 768.28(2), F.S.

2. Section 119.01(3), F.S., states if public funds are expended by an agency in payment of dues or membership contributions for any person, corporation, foundation, trust, association, group, or other organization, all the financial, business, and membership records of such an entity which pertain to the public agency (Florida Department of Elder Affairs) are public records. Section 119.07, F.S, states that every person who has custody of such a public record shall permit the record to be inspected and copied by any person desiring to do so, under reasonable circumstances.

Additionally, I certify this organization **does** ___ **does not** ___ provide for institutional memberships, as referenced in Section J.2. of this Attachment.

Contractor's signature below attests that records pertaining to the dues or membership application by the Council are available for inspection as stated above.

By execution of this agreement, Contractor must include these provisions (A-J) by reference in all related subcontract agreements (if applicable) and Contractor certifies the representations outlined in parts A through J above, are true and correct.

Signature of Authorized Representative

Date

Title

Name of Contractor

Address of Contractor

ATTACHMENT III**ASSURANCES—NON-CONSTRUCTION PROGRAMS**

Public reporting burden for this collection of information is estimated to average 45, minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget. Paperwork Reduction Project (0348-0043), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET, SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. §1501-1508 and 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §276a to 276a-7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. §874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §327-333), regarding labor standards for federally assisted construction sub agreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000.00 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §1721 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §4801 et seq.), which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations.

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

Signature of Authorized Representative

Date

Title

Name of Contractor

Address of Contractor

ATTACHMENT IV

**FLORIDA DEPARTMENT OF ELDER AFFAIRS
CIVIL RIGHTS COMPLIANCE CHECKLIST**

City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging	County: Broward	PSA10
Contractor Address:	Completed By Contractor:	
Contractor City, State ZIP:	Date:	Contractor 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 Council? If NA or NO, explain.

NA YES NO
☐ ☐ ☐

7. Compare the staff composition to the population. Is 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 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 ONLY			
Reviewed By		In Compliance: YES NO*	
Program Office		*Notice of Corrective Action Sent ____/____/____	
Date	Telephone	Response Due ____/____/____	
On-Site	Desk Review	Response Received ____/____/____	

INSTRUCTIONS FOR THE CIVIL RIGHTS COMPLIANCE CHECKLIST

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

13. Programs/facilities must make information regarding the nondiscriminatory provisions of Title VI available to their participants, beneficiaries or any other interested parties. This should include information on their right to file a complaint of discrimination with either the Council, the Florida Department of Elder Affairs or the U.S. Department of HHS. The information may be supplied verbally or in writing to every individual, or may be supplied through the use of an equal opportunity policy poster displayed in a public area of the facility, 45 CFR 80.6 (d).
14. Report number of discrimination complaints filed against the program/facility. Indicate the basis, e.g., race, color, creed, sex, age, national origin, disability, retaliation; the issues involved, e.g., services or employment, placement, termination, etc. Indicate the civil rights law or policy alleged to have been violated along with the name and address of the local, state or federal agency with whom the complaint has been filed. Indicate the current status, e.g., settled, no reasonable cause found, failure to conciliate, failure to cooperate, under review, etc.
15. The program/facility must be physically accessible to disabled individuals. Physical accessibility includes designated parking areas, curb cuts or level approaches, ramps and adequate widths to entrances. The lobby, public telephone, restroom facilities, water fountains, information and admissions offices should be accessible. Door widths and traffic areas of administrative offices, cafeterias, restrooms, recreation areas, counters and serving lines should be observed for accessibility. Elevators should be observed for door width, and Braille or raised numbers. Switches and controls for light, heat, ventilation, fire alarms, and other essentials should be installed at an appropriate height for mobility impaired individuals.
16. Section 504 of the Rehabilitation Act of 1973 requires that a recipient of federal financial assistance conduct a self-evaluation to identify any accessibility barriers. Self-evaluation is a four step process:
 - a. With the assistance of a disabled individual/organization, evaluate current practices and policies which do not comply with Section 504.
 - b. Modify policies and practices that do not meet Section 504 requirements.
 - c. Take remedial steps to eliminate any discrimination that has been identified.
 - d. Maintain self-evaluation on file. (This checklist may be used to satisfy this requirement if these four steps have been followed.), 45 CFR 84.6.
17. Programs or facilities that employ 15 or more persons must adopt grievance procedures that incorporate appropriate due process standards and provide for the prompt and equitable resolution of complaints alleging any action prohibited by Section 504. 45 CFR 84.7 (b).
18. Programs or facilities that employ 15 or more persons must designate at least one person to coordinate efforts to comply with Section 504. 45 CFR 84.7 (a).
19. Continuing steps must be taken to notify employees and the public of the program/facility's policy of nondiscrimination on the basis of disability. This includes recruitment material, notices for hearings, newspaper ads, and other appropriate written communication, 45 CFR 84.8 (a).
20. Programs/facilities that employ 15 or more persons must provide appropriate auxiliary aids to persons with impaired sensory, manual or speaking skills where necessary. Auxiliary aids may include, but are not limited to, interpreters for hearing impaired individuals, taped or Braille materials, or any alternative resources that can be used to provide equally effective services, (45 CFR 84.52 (d)).
21. Programs/facilities with 50 or more employees and \$50,000.00 in federal contracts must develop, implement and maintain a written affirmative action compliance program in accordance with Executive Order 11246. 41 CFR 60 and Title VI of the Civil Rights Act of 1964, as amended.

SOCIAL MEDIA POLICY

1.0 Purpose

The purpose of this policy is to establish guidelines for the use of social media. This policy must be followed in conjunction with the Department's Computer Use Policy #420.10, Chapter 60L-3, Conduct of Employees, Florida Administrative Code, and any other personnel policies regarding employee conduct.

2.0 Scope

This policy applies to employees, contracted employees, consultants, OPS, and volunteers, including all personnel Affiliated with third parties, such as, but not limited to, Area Agencies on Aging and vendors.

Any entity that uses the Department's computer resource systems must comply with this policy. This

Policy applies to use of personal social media accounts accessed from both personal and DOEA owned or leased computers and other wireless communication devices such as cell phones and personal digital assistants.

3.0 Policy

Social media is a term commonly used to describe websites and online tools which allow users to interact with each other by sharing information, opinions, knowledge and interests. Social media includes, but are not limited to blogs, podcasts, discussion forums, Wikis, RSS feeds, video sharing, SMS (texting), social networks like MySpace, Facebook and Twitter, as well as content sharing networks such as flickr and You Tube.

The Department recognizes that social media are powerful communications tools that can be used to enhance services, promote collaboration, provide information and for personal enrichment. The Department respects the right of employees to use these tools as a medium of self-expression. The Department also recognizes that permitting the use of such tools is not without risk, and has developed the following guidelines that employees must observe when using social media.

Please be aware that the Department's official electronic business is primarily conducted via the Department's email system therefore; if employees, contracted employees, consultants, OPS, and volunteers use social media to conduct official Department business then they must provide notice to the public that all communications may be subject to Florida's Public Records law. This includes content posted on an organizations' or entity's page as well as information about the organization's or entity's friends list, all of which may be disclosed pursuant to Chapter 119, Fla. Stats.2010

4.0 Guidelines for Employees

- 4.1 Respect Department time and property: Use of Department computers and other wireless communication devices are designed and intended to assist the employee in the accomplishment of the employee's job assignments. Social networking must not interfere with the employee's timely performance of work obligations. Reasonable use of social media for personal use is permitted during breaks and lunch. Excessive use of social media during work is prohibited and may be grounds for disciplinary action as provided in Chapter 60L-36, Florida Administrative Code
- 4.2 Confidential Information: Employees are prohibited from posting any confidential, proprietary, copyrighted, protected health information (PHI) or otherwise legally protected information or materials on their social networking accounts.
- 4.3 Respectful Communications: State Employees must remember to conduct themselves, on and off the job, in a manner that will not bring discredit or embarrassment to the state, its employees or agents. This includes online activity. See Rule 60L-36.005, Florida Administrative Code. Be

respectful when using social media especially in communications and blogs related to or referencing the Department an affiliate, or partner. Information exchanged on social networking sites can be accessed by vendors, suppliers, and business partners and can be kept on –line, in theory, forever.

- a. Employees are prohibited from using social networking accounts to harass, bully, threaten, libel, malign, defame, disparage, or discriminate against co-workers, managers, vendors or anyone else. Behaviors that constitute harassment and bullying, include, but are not limited to, comments that are derogatory with respect to race, religion, gender, sexual orientation, color, age, or disability; sexually explicit or suggestive, humiliating, or demeaning comments; threats to stalk, haze, or physically injure another employee
- b. Supervisors, managers and administrators are cautioned to remember that if they “friend” Subordinates, or of other supervisors, manages and administrators they need to maintain the same appropriate professional relationship online as in the office.
- c. Employees are prohibited from writing about, posting pictures of, or otherwise referring to any other employees without their permission.
- d. Employees should refrain from using profane and vulgar language and avoid discussions of conduct that is prohibited by Department policies, such as alcohol or drug use on state property or during work hours.

4.4 Use Personal Email Address Only On Social Networking Sites: Department email address should be used only for work-related communications. The “elderaffairs.org” address attached to your name implies that you are acting on the Department’s behalf and all actions are public and subject to public records laws.

4.5 Remember You Are Responsible For What You Post: You are responsible for any of your online activity conducted either on your own computer or with a Department email address and/ or which can be traced back to the Department’s domain, and/or which uses Department assets, networks, and resources.

4.6 Disclaimers on Personal Sites: If you identify yourself as an employee of the Department, please remember to identify your views and opinions as your own. You must note that the views expressed are your own and do not necessary reflect the views of the Department

4.7 Monitoring: In conjunction with the Department’s Computer Use Policy, the Department reserve the right, at its discretion, to review any employee’s electronic files and messages and usage to the extent necessary to ensure that electronic media and services are being used in compliance with the law and with this and other Department policies.

- a. Employees must understand that anything they post online from any computer is public and employees should not assume that they have a right to privacy with regards to electronic communications that are sent, received, created, accessed, obtained, viewed, or stored on the Department’s systems.

b. As a matter of policy, however, the Department will not systematically monitor an employee's use of social media unless it is necessary for non-investigatory, work-related purposes, or for investigations of allegations of work-related misconduct.

5.0 Modifications: The Department reserves the right to modify, discontinue or replace the policy or any term of the policy. The Department will endeavor to give notice of all changes to its Social Media Policy.

6.0 Enforcement: Any employee found to have violated this policy may be subject to disciplinary action, up to and including dismissal, as provided by rule 60L-36.005, Florida Administrative Code.

7.0 Guidelines for Affiliates Hosting Social Network Sites: This policy applies to any organization or entity affiliated with the Department of Elder Affairs that chooses to maintain a social networking service using the Department's computer resource system. Please remember that the Department's official electronic business is primarily conducted via the Department's email system and not through social media.

7.1 Development and Maintenance: Organizations or entities affiliated with the Department must use good judgement and professionalism when creating and maintaining a social networking page. Be cognizant that what is posted by the organization reflects on the Department.

7.2 Post Accurate Information: The organization or entity must post accurate Information and promptly correct any misinformation posted.

7.3 Removal of Inappropriate Content: The organization must be responsible for screening and removing content that is offensive, rude, discriminatory, vulgar, libelous, or in any other respect violates this Department policy or its contracts.

7.4 Public Records: All contents on the organization's or entity's page, including information about the organization's friend list, is subject to disclosure under Florida's Public Record Act. Therefore, the organization or entity must post a notice to the public that all communications may be subject to Florida's Public Records Law. This includes content posted on an organizations' or entity's page, as well as information about the organization's friends list, all of which may be disclosed pursuant to Chapter 119, Fla. Stats. 2010.

7.5 Retention of Records: The organization or entity is required to have the capacity to electronically archive or store all communications sent or received on social networking sites that involve Department business.

7.6 Communications: Any communications on any social networking site regarding Department business is subject to Florida's Government in the Sunshine Law. For example, members of a council, board or commission may not engage on any social networking site in a discussion of matters that foreseeably will come before the council, board or committee for official action.

Provider's State Contracts List

REPORT PERIOD: From
To

PROVIDER INFORMATION:

Name:

Phone #:

Address:

Email:

FEID:

Contact:

	Contract #	Contract/Program Name	State Agency/Program	Start Date	End Date	Description of Contract Purpose/Types of Services	Contract Manager	Phone #	Contract Amount
1									\$ -
2									\$ -
3									\$ -
4									\$ -
5									\$ -
6									\$ -
7									\$ -
8									\$ -
9									\$ -
10									\$ -
11									\$ -
12									\$ -
13									\$ -
14									\$ -
15									\$ -
16									\$ -
17									\$ -
18									\$ -
19									\$ -
20									\$ -
Total									

SIGNATURE:

DATE:

TITLE:

ATTACHMENT VII

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/>

ATTACHMENT VIII**CONTRACTOR INFORMATION**

CONTRACT # _____ CONTRACT PERIOD: _____

Contractor Name: _____
_____Address: _____

Telephone: _____ Fax: _____

Website: _____

Executive Director or Chief Administrator: _____

Title: _____

Telephone: _____

Email Address: _____

President or Head of Governing Body or Board: _____

Title: _____

Address: _____

Telephone: _____ Fax: _____

Email Address: _____

Contact Person for Program Administration:

Name: _____

Title: _____

Telephone: _____

Email Address: _____

Contact Person for Financial and Administrative Records:

Name: _____

Title: _____

Address: _____

Telephone: _____

Email Address: _____

Name and title of person(s) authorized to sign contracts:_____

Agency's FEID #: _____ Agency's DUNS #: _____

Audit(s) are due by the end of the ninth month following the end of the agency's fiscal year.

Contractor Fiscal Year: _____ to _____

ATTACHMENT IX**Business Associate Agreement**

This Agreement, made as by and between **Areawide Council on Aging of Broward County, Inc.** (“Covered Entity”), a Florida corporation, and **City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging** (“Business Associate”).

WHEREAS, the Areawide Council on Aging of Broward County, Inc. is a Covered Entity as defined in the Privacy Rule adopted pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA Privacy Rules).

WHEREAS, the Business Associate has been retained by the Covered Entity to perform a function, activity, or service on behalf of Covered Entity that requires the Business Associate have access to Protected Health Information (PHI).

WHEREAS, Covered Entity desires to receive satisfactory assurances from the Business Associate that it will comply with the obligations required of business associates by the Privacy Rule, the Security Rule Health Information Technology for Economic and Clinical Health Act (HITECH), the Final Rules and any rules or guidance issued by the Secretary from time to time with respect to such security, privacy, use and disclosure requirements.

WHEREAS, the parties wish to set forth their understandings with regard to the use and disclosure of PHI by the Business Associate in performance of its obligations.

NOW, THEREFORE, in consideration of the foregoing, the parties hereby agree as follows:

Section 1. Definitions.

- (a) Breach shall mean the acquisition, access, use or disclosure of protected health information in a manner not permitted under the HIPAA Privacy Rule which compromises the security or privacy of the protected health information. For purposes of this definition, “compromises the security or privacy of the protected health information” means poses a significant risk of financial, reputational, or other harm to the individual.
- (a) HITECH shall mean Title XIII of the American Recovery and Reinvestment Act of 2009 (ARRA), called the Health Information Technology for Economic and Clinical Health (HITECH) Act, codifies and expands on many of the requirements promulgated by the Department of Health & Human Services (DHHS) pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) to protect the privacy and security of protected health information (PHI).
- (b) Individual means the person who is the subject of protected health information 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- (c) Privacy Officer shall mean Shirley Snipes, 5300 Hiatus Road, Sunrise, FL 33351, 954-745-9567; email: snipess@adrcbroward.org.

- (d) Privacy Rule shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
- (e) Protected Health Information or “PHI” shall have the same meaning as the term “protected health information” in 45 CFR 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- (f) Required by Law shall have the same meaning as the term “required by law” in 45 CFR 164.103.
- (g) Secretary shall mean the Secretary of the Department of Health and Human Services or his designee.
- (h) Security Incident means the attempted or successful unauthorized access, use, disclosure, modification or destruction of electronic PHI relating to the Covered Entity.
- (i) Security Officer shall mean Shirley Snipes, 5300 Hiatus Road, Sunrise, FL 33351, 954-745-9567; email: snipess@adrcbroward.org.
- (j) Security Rule shall mean the Health Insurance Reform: Security Standards at 45 CFR Parts 160, 162 and 164.
- (k) Underlying Agreement shall mean the services agreement executed by the Covered Entity and Business Associate, if any.
- (l) Unsecured PHI means PHI that is not rendered unusable, unreadable or indecipherable to unauthorized individuals through the use of technology or methodology specified by the Secretary in the guidance issued under Section 13402 of Public Law 111-5 on the HHS website (45 CFR 164.402).

Section 2. Obligations and Activities of Business Associate

- a) Business Associate agrees to not use or disclose PHI other than as permitted or required by this Agreement or as Required by Law.
- b) Business Associate agrees to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI, to prevent use or disclosure of PHI other than provided for by this Agreement.
- c) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate as a result of a use or disclosure of PHI by Business Associate in violation of this Agreement.
- d) Business Associate agrees to comply with the Security Rules, as required by HITECH, in a manner consistent with the Rule and regulations that may be adopted by relevant federal agencies, to keep all electronic PHI in a secure manner, as required under federal law.
- e) Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Agreement of which it becomes aware, including breaches of unsecured PHI as required at 45 CFR 164.410, and any Security Incident of which it becomes aware. See “Reporting” contained in this Agreement.

- f) Business Associate agrees, in accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, to require that any Subcontractors that create, receive, maintain or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information.
- g) Business Associate agrees to make available, in the time and manner designated by Covered Entity, PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual, as necessary to satisfy Covered Entity's requirements under 45 CFR 164.524.
- h) Business Associate agrees to comply with an individual's request to restrict the disclosure of their personal PHI in a manner consistent with 45 C.F.R. 164.522, except where such use, disclosure or request is required or permitted under applicable law.
- i) Business Associate agrees that when requesting, using or disclosing PHI in accordance with 45 C.F.R. 502(b)(1) that such request, use or disclosure shall be to the minimum extent necessary, including the use of a "limited data set" as defined in 45 C.F.R. 164.514(e)(2) to accomplish the intended purpose of such request, use or disclosure as interpreted under related guidance issued by the Secretary from time to time.
- j) Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526 at the request of Covered Entity or an Individual, and in the time and manner designated by Covered Entity or take other measures as necessary to satisfy covered entity's obligations under 45 C.F.R. 164.526.
- k) Business Associate agrees to make internal practices, books, and records including policies and procedures relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner designated by Covered Entity for purposes of the Secretary determining Covered Entity's compliance with the HIPAA Rules.
- l) Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.
- m) Business Associate agrees to provide to Covered Entity or an Individual, in time and manner designated by Covered Entity, information collected in accordance with this agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.
- n) Business Associate hereby acknowledges and agrees that Covered Entity has notified Business Associate that it is required to comply with the confidentiality, disclosure, breach notification, compliance, and re-disclosure requirements of HITECH, Privacy Rule and the Security Rule to the extent such requirements may be applicable.
- o) Business Associate acknowledges that if it becomes aware of a "pattern of activity or practice" by Covered Entity, or any other Business Associate, that breaches a Business Associate Agreement, but fails to cure that breach, Business Associate shall immediately terminate the relevant agreement, or report the non-compliance to the United States Department of Health and Human Services' Office of Civil Rights.

- p) Business Associate acknowledges that it is subject to compliance audits by the United States Department of Health and Human Services' Office of Civil Rights.
- q) Business Associate shall comply with any and all regulatory requirements which may arise in the future to comply fully with the Privacy Rules, the Security Rule, ARRA, and HITECH, including, but not limited to, restrictions on disclosures to health plans, clarified minimum necessary standards, expanded accounting requirements applicable to electronic health records, revised prohibitions on sales of PHI, and updated marketing and fundraising restrictions. Business Associate shall require that any agent, including a subcontractor, shall also comply with the requirements set forth herein.
- r) Business Associate acknowledges that, pursuant to HITECH, Business Associate, its employees and contractors, and any third party (and their employees, contractors, and further third parties) who may have access to or possession of the Covered Entity's PHI, are subject to regulatory oversight of the various federal and/or state agencies as a Business Associate, and may be subject to both civil and criminal penalties which may arise from violations of this Agreement, the Privacy Rules, the Security Rule, HITECH, and any rules or guidance issued by the Secretary from time to time with respect to such use and disclosure requirements.
- s) Business Associate agrees to provide the Covered Entity with notice of a Breach of Unsecured PHI pursuant to the requirements of 45 CFR 164.402. See "Reporting" contained in this Agreement.
- t) To the extent that Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 154, Business Associate agrees to comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s).
- u) Business Associate agrees to comply with the "Prohibition on Sale of Electronic Health Records or Protected Health Information," as provided in section 13405(d) of Subtitle D (Privacy) of ARRA, and the "Conditions on Certain Contacts as Part of Health Care Operations," as provided in section 13406 of Subtitle D (Privacy) of ARRA and related guidance issued by the Secretary from time to time.

Section 3. Permitted Uses and Disclosures by Business Associate

- (a) Except as otherwise limited in this Agreement, Business Associate may use and/or disclose PHI only in a manner that is necessary to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Underlying Agreement, provided that such use or disclosure would not violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity.
- (b) Business Associate may use or disclose PHI as required by law.
- (c) Business Associate agrees to make uses and disclosures and requests for PHI consistent with Covered Entity's minimum necessary policies and procedures.
- (d) Except as otherwise limited in this Agreement, Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- (e) Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration of the Business Associate, provided that disclosures are required by

law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose(s) for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

Section 4. Reporting

As described below, Business Associate shall report to the Covered Entity in writing (a) any use or disclosure of PHI not permitted under 45 CFR section 164, Subpart E, this Agreement, or by law, (b) any Security Incident of which it becomes aware and (c) any Breach of Unsecured PHI in accordance with HITECH, including 42 U.S.C.A. section 17932.

(a) Reporting Security Incidents or Improper Uses or Disclosures. Business Associate shall make the report to the Covered Entity's Privacy Officer (or to the Security Officer in the event of a Security Incident) within three business days after Business Associate learns of such unauthorized use or disclosure or Security Incident. Business Associate's report shall: (1) identify the nature of the unauthorized use or disclosure or Security Incident including the date of the Security Incident or unauthorized use or disclosure and date of discovery; (2) identify the PHI affected; (3) identify who made or caused the unauthorized use and/or received the unauthorized disclosure and/or participated in the Security Incident, if known; (4) identify what Business Associate has done or shall do to mitigate any deleterious effect of the Breach, unauthorized use or disclosure or Security Incident; (5) identify what corrective action Business Associate has taken or shall take to prevent future similar unauthorized use or disclosure or Security Incident; and (6) provide such other information, including a written report, as reasonably requested by the Privacy Officer or Security Officer. Any Security incident or unauthorized use or disclosure of PHI that is a Breach of Unsecured PHI shall be reported as required under subsection (b) below.

(a) Notification of a Breach. Pursuant to HITECH, including 42 U.S.C.A. section 17932, and regulations under 45 CFR Parts 160 and 164, as amended, Business Associate shall provide written notice to the Covered Entity's Privacy Officer of any Breach of Unsecured PHI within 3 business days after Business Associate discovers the Breach. Business Associate shall conduct the risk assessment to determine whether a Breach occurred. Business Associate's report to the Covered Entity shall identify or describe: (1) the affected Individual(s) whose Unsecured PHI has been or is reasonably believed to have been accessed, acquired or disclosed; (2) the incident, including the date of the Breach and the date of the discovery of the Breach, if known; (3) who made or caused the Breach/unauthorized use and/or received the unauthorized disclosure; (4) the types of Unsecured PHI involved in the Breach; (5) any specific steps the Individual(s) should take to protect him or herself from potential harm related to the Breach; (6) what the Business Associate is doing to investigate the Breach, to mitigate losses and to protect against further Breaches; (7) contact procedures for how the Individual(s) can obtain further information from Business Associate; and (8) such other information, including the risk assessment analysis prepared by Business Associate, as reasonably requested by the Covered Entity's Privacy Officer.

Section 5. Obligations of Covered Entity

(a) Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with 45 CFR 164.520, as well as any changes to such notice, to the extent that such changes or limitations may affect Business Associate's use or disclosure of PHI.

- (a) Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by Individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses and disclosures under this Agreement.
- (b) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by in accordance with 45 CFR 164.522 to the extent that such restriction may affect Business Associate's use or disclosure of PHI under this Agreement.
- (c) With respect to any Breach, the Covered Entity shall notify each individual whose Unsecured PHI has been, or is reasonably believed by the Covered Entity to have been accessed, acquired, used or disclosed as a result of such breach, except when law enforcement requires a delay pursuant to 45 CFR 164.412:
 - 1. Without unreasonable delay and in no case later than 60 days after discovery of a breach.
 - 2. By notice in plain language including and to the extent possible: a brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known; a description of the types of Unsecured PHI that were involved in the breach; any steps Individual(s) should take to protect themselves from potential harm resulting from the breach; a brief description of what the Covered Entity involved is doing to investigate the Breach, mitigate the harm to Individual(s), and to protect against any further Breaches; and, contact procedures for Individual(s) to ask questions or learn additional information which shall include a toll-free telephone number, an e-mail address, web site or postal address.
 - 3. Use a method of notification that meets the requirements of 45 CFR 164.404(d).
 - 4. Provide notice to the media when required under 45 CFR 164.405 and to the Secretary pursuant to 45 CFR 164.408.

Section 6. Permissible Requests by Covered Entity

Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy & Security Rule if done by Covered Entity.

Section 7. Term and Termination

- (a) Term. The Term of this Agreement shall be effective as of the date the Covered Entity signs this Agreement, and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
- (b) Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either (1) provide an opportunity for Business Associate to cure the breach and then terminate the Underlying Agreement if Business Associate does not cure the breach within time period specified by the Covered Entity or (2) terminate the Underlying Agreement immediately. If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.
- (c) Effect of Termination. (1) Except as provided in paragraph (2) of this section, upon termination of this Agreement or the Underlying Agreement for any reason, Business Associate shall return or destroy all

PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate and subcontractors shall retain no copies of the PHI. (2) In the event that Business Associate determines that returning or destroying the PHI is infeasible Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties, that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

Section 8. Miscellaneous

- a) Regulatory References. A reference in this Agreement to a section in the Privacy & Security Rule means the section as is currently effect or as may be amended from time to time, and for which compliance is required.
- b) Indemnification. Business Associate shall release, defend, indemnify and hold Covered Entity harmless from and against any claims, fees, losses, and costs, including, without limitation, reasonable attorneys' fees and costs, that Covered Entity may sustain as a result of, or arising out of (i) a breach of this Agreement by Business Associate or its agents or Subcontractors, including, but not limited to, any unauthorized use, disclosure or breach of PHI, (b) Business Associate or its subcontractor's failure to notify any and all parties required to receive notification of any Breach of Unsecured PHI or (c) any negligence or wrongful acts or omissions by Business Associate or its agents or Subcontractors, including without limitation, failure to perform Business Associate's obligations under this Agreement, the Privacy Rule or the Security Rule or any other applicable law or rule. Except to the extent permitted by Section 768.28, F.S., or other Florida law, this Section 8(b) is not applicable to contracts or agreements executed between the Covered Entity and state agencies or subdivisions defined in Section 768.28(2), F.S.
- c) Remedies. The parties acknowledge that breach of this Agreement may cause irreparable harm for which there is no adequate remedy at law. In the event of a breach, or if Covered Entity has actual notice of an intended breach, Covered Entity shall be entitled to a remedy of specific performance and/or injunction refraining Business Associate from violating or further violating this Agreement. The parties agree the election of the Covered Entity to seek injunctive relief and or specific performance of this Agreement does not foreclose or have any effect on any right the Covered Entity may have to recover damages.
- d) Amendment. The parties agree to take such action as is necessary to amend this Agreement and the Underlying Agreement if necessary, from time to time as is necessary to comply with the requirements of the Privacy and Security Rules, the Health Insurance Portability and Accountability Act, ARRA the HITECH Act, the HIPAA rules and any other applicable laws. Regardless of written amendment to this Agreement or the Underlying Agreement, the parties agree to comply with all applicable laws.
- e) Survival. The respective rights and obligations of Business Associate under this Agreement shall survive the termination of this Agreement and/or Underlying Agreements, as shall the rights of access and inspection of Business Associate by Covered Entity.
- f) Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Rules, HIPAA, ARRA, the HITECH Act, the HIPAA Rules and any other applicable law.
- g) Governing Law; Conflict. This agreement shall be enforced and construed in accordance with the laws of the State of Florida. Jurisdiction of any litigation with respect to this Agreement shall be in Florida, with venue in a court of competent jurisdiction located in Pinellas County. In the event of a

conflict between the terms of this Agreement and the terms of any of the Underlying Agreements, the terms of this Agreement shall control.

- h) Notices. Any notice given under this Agreement must be in writing and delivered via first class mail, via reputable overnight courier service, or in person to the parties' respective addresses as first written above or to such other address as the parties may from time to time designate in writing.
- i) Assigns. Neither this Agreement nor any of the rights, benefits, duties, or obligations provided herein may be assigned by any party to this Agreement without the prior written consent of the other party.
- j) Third Party Beneficiaries. Nothing in this Agreement shall be deemed to create any rights or remedies in any third party.

Contractor (Business Associate):

Name of Contractor

Signature of Authorized Representative

Date

Printed Name

Title

Address of Contractor

Phone of Contractor

Areawide Council on Aging of Broward County, Inc. (Covered Entity):

Signature of Authorized Representative

Date

Printed Name

Title



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2025-600

Agenda Date: 12/16/2025

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 purchase of a modular building and related improvements and installation services for ocean rescue facilities from Advanced Modular Structures, Inc. in an amount not to exceed \$396,635.00, inclusive of a 15% contingency; waiving the requirements for competitive solicitations set forth in Section 38-116 of the Procurement Code; authorizing execution of a purchase agreement; providing for implementation and an effective date. (Funds from Account #399-200-210-2900-000-52900-506530 - General Capital Fund/CIP Infrastructure)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$396,635.00

Account Name: General Capital Fund/CIP Infrastructure

Account Number: 399-200-210-2900-000-52900-506530

Background/History

The facilities where the Ocean Rescue offices are located are within the building structure of Fire Station 75. The women's shower is on the 1st level with an access door from the exterior with the men's showers on the 2nd level above the public restrooms. This space has become insufficient for Ocean Rescue and, prior to the remodeling or renovation of Fire Station 75, it is in the best interest to relocate Ocean Rescue into a modular building until further plans can be defined. The modular building was approved by the City Commission as part of the FY26 Capital Projects list.

The City has utilized Advance Modular Structures, Inc. ("AMS") for previous modular building and improvement projects for Fire Stations. The City requested and received a proposal from AMS to plan, permit, and construct the modular building west of Fire Station 75 in part of the parking area and landscaped area. The complete scope includes structural design and installation, utility design and installation of a waste manifold, sanitary hookup, water hookup, electrical service hookup, a standalone fire alarm control panel, and a new handicap ramp with steps.

The City was responsible for site plan, survey, and any other plans not in AMS's scope of work for permitting. AMS will perform certain professional services for the City to design and develop construction and permitting documents for the proposed modular buildings.

The City requested a direct purchase option versus a lease from AMS to reduce costs related to

interest for financing the purchase. The difference of \$16,890 has been assessed for leasing for two years or purchasing the modular building.

Recommendation

It is recommended that the City Commission waive the City's competitive selection requirements pursuant to Section 38-118 of the City Code, and approve the purchase of the modular building and related installation services for Ocean Rescue at the Fire Station 75 parking area from AMS in a total amount not to exceed \$396,635.00, which includes allowances, options, and a 15% contingency that is only available with approval from the City Commission.

RESOLUTION NO. 2025/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE PURCHASE OF A MODULAR BUILDING AND RELATED IMPROVEMENTS AND INSTALLATION SERVICES FOR OCEAN RESCUE FACILITIES FROM ADVANCED MODULAR STRUCTURES, INC. IN AN AMOUNT NOT TO EXCEED \$396,635.00, INCLUSIVE OF A 15% CONTINGENCY; WAIVING THE REQUIREMENTS FOR COMPETITIVE SOLICITATIONS SET FORTH IN SECTION 38-116 OF THE PROCUREMENT CODE; AUTHORIZING EXECUTION OF A PURCHASE AGREEMENT; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, the City of Deerfield Beach (the “City”) is authorized by the laws of the State of Florida to purchase and acquire certain equipment and other property for the benefit of the City and its residents and to enter into related contracts; and

WHEREAS, due to the age and condition of Fire Station 75, City staff evaluated the City’s options, considered the maintenance costs and remodeling costs of existing spaces on the 1st and 2nd floors utilized by Ocean Rescue for its operations, and recommends that Ocean Rescue be relocated to a modular building while plans for Fire Station 75 are developed; and

WHEREAS, the proposed modular building expenditure was approved by the City Commission as part of the 2026 Fiscal Year Capital Improvement Project list; and

WHEREAS, the City has utilized Advanced Modular Structures, Inc. (“AMS”) in the past for similar Fire Station modular facilities projects; and

WHEREAS, the City received a proposal from AMS to plan, permit, and construct the modular building west of Fire Station 75 in a portion of the parking area and landscaped area; and

WHEREAS, AMS’s proposal, attached as Exhibit “1”, (the “AMS Proposal”) includes structural design and installation of the modular building, utility design and installation of a waste manifold, sanitary and water hookups, electrical service hookup, a standalone fire alarm control panel, and a new handicap ramp with steps, with compensation to AMS in an amount not to exceed \$396,635.00, inclusive of a 15% contingency (the “Purchase”); and

WHEREAS, pursuant to Section 38-118 of the City Code, the City Commission may waive the City’s competitive selection requirements when the City Commission finds that it is in the best interests of the City to do so and that the waiver will not inure to the financial disadvantage of the City; and

WHEREAS, the City desires to enter into an agreement with AMS for the Purchase in a total Purchase amount not to exceed \$396,635.00 based on the AMS Proposal (the “Purchase Agreement”); and

WHEREAS, the City Commission finds that it is in the best interest of the City to waive the competitive selection requirements of the City Code, and approve and authorize execution of a Purchase Agreement with AMS for the Purchase in an amount not to exceed \$396,635.00.

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 waives the competitive selection requirements of the City Code with respect to the Purchase and Purchase Agreement with AMS and finds that such waiver will not inure to the financial disadvantage of the City.

Section 3. The City Commission hereby approves the Purchase and Purchase Agreement with AMS based upon the AMS Proposal in an amount not to exceed \$396,635.00, inclusive of a 15% contingency.

Section 4. The City Manager is hereby authorized to execute the Purchase Agreement with AMS for the Purchase based on the AMS Proposal in an amount not to exceed 396,635.00, together with such additional terms and conditions as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney

Section 5. The appropriate City officials are hereby authorized to do all things necessary to carry out the aims of this Resolution.

Section 6. This Resolution shall become effective immediately upon adoption.

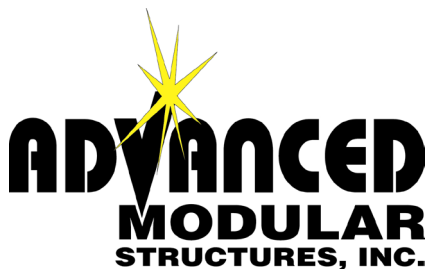
PASSED AND ADOPTED THIS ____ DAY OF _____, 2025.

CITY OF DEERFIELD BEACH

TODD DROSKY, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK



1911 N.W. 15th Street
Pompano Beach, FL 33069
CBC 1260700

Phone: 954-960-1550
Fax: 954-960-0747
EC 13008351

November 24, 2025

To: City of Deerfield
Attn: Sarah Ricci

Advanced Modular Structures, Inc. proposes to provide a **Used** Refurbished DCA approved modular building.

Building Code: Existing building built to FBC 2017 edition, 180 MPH HVHZ Wind Load (Miami-Dade County), R-3 Use, Exposure C.

Building Size: 24'x 60', 1440 Nominal SF, please see Floor Plan

Floor structure: 2"x 8" floor joists 16" O.C. with steel frame with 3/4" Advantech Plywood Floor Decking and R-30 Insulation.

Floor finish: Commercial Grade Vinyl Composite Tile thru out with 4" Vinyl Cove Base.

Exterior walls: The exterior walls will be constructed with wood stud, R-19 insulation, sheathing as required, and finished on the outside with concrete board (Hardi Panel) Exterior Walls only to be 1 Hour Fire Rated.

Exterior Trim: Hardi Panel

Exterior Mansard: Hardi Panel False Mansard

Windows: 24"x 54" Vertical Slide Impact Rated Windows with mini blinds, 36"x 60" Vertical Slide Impact Rated Egress Windows with mini blinds as shown on the floor plan. Quantity of 8 total.

Doors: 36"x 80" Impact Rated Steel/Steel Exterior door with 6"x 30" View Block. 36"x 80" Hollow Core Interior Doors with Steel Frame.

Roof: EPDM Roof over 5/8" Plywood with R-38 Insulation

HVAC: The system will consist of wall hung air conditioning units with fiber glass supply ducts and ducted return air. Thermostat(s), supply diffusers and return grills are manufacturer's standard.

Interior walls: The interior walls will be constructed with wood studs, insulated with R-11 and finished with Vinyl Covered Gypsum with Manufacturer's Standard Molding Package

Ceiling: Pre-finished ceiling finished @ 8’ above finished floor.

Electric: Building to have (1) 100 and (1) 200 Amp Single Phase electrical panels. Diffused fluorescent lighting is included. Outlets located approximately 12 O.C. on all walls. Occupancy Sensors as Required by code, Porch lights with Photo Cell at each exterior door, Emergency Lights/Exit Signs as Required, [2]- Interior GFI Receptacles, [1]- Exterior GFI Receptacles, [2] – 20 Amp Dedicated Receptacle for Washers and [2] – 30 Amp Dedicated Receptacle for Dryers. J-boxes as shown on sealed building plans.

Plumbing: [2] – Single Handicap bathrooms each to consist of [1] – Handicap Commode, [1] – Wall Mount Lavatory, [1] – Mirror, [1] – Toilet Paper Holder and [1] – Handicap Shower, [1] – Utility Sink, [1] Hi-Lo Drinking fountain, water supply and drain line for washers, [2] dryer vents and NFPA13R Sprinkler System. Water supply for customer installed refrigerator. Building equipped with (1) 80 gallon Water Heater.

Installation: The buildings will be installed on a dry-stack block foundation utilizing above grade pads and hurricane ground anchors to comply with the latest edition of the Florida Building Code. Foundation design is based on 2500 PSF soil bearing capacity on a building prepared by AMS. Finished floor elevation approximately 36-38” above finished grade. Hitches will be removed and stored under the building if space allows or moved to a customer designated area within 100’ of the new modular building. Axles and tires will be returned to the manufacturer for recycling.

Engineering: An engineered signed and sealed foundation plan and the modular building plans with energy calculations are included. Electrical riser, engineered handicap ramp plans, fire alarm plans /engineering required for permitting for items being performed by AMS and in our scope of work are included. Any additional plans/engineering being performed by others are to be provided to AMS by customer. (ie site plan, survey, any other site related plans not in AMS scope of work) Customer to provide construction elevation certificate and final elevation certificate upon project completion if required.

Other: Price includes Advanced Modular Structures, Inc. submittal to the building department for a building permit and project supervision to completion of project to Certificate of Occupancy. Includes up to (2) fire extinguishers and (1) knox box.

Pricing: (See breakdown at the end of the proposal)

Building Pricing:	\$265,400.00
Allowances ¹ :	\$ 30,500.00
Options ¹ :	\$ 49,000.00
Contingency ² :	<u>\$ 51,735.00</u>
Total:	\$396,635.00

Notes:

- 1. Allowances and Options require prior City approval.
- 2. Contingency is only to be used for unforeseen circumstances and concealed conditions. Requires prior City approval.

Sitework described below:

- a) AMS will design and install a waste manifold from building stub-outs to a single point connection. From the single point connection, AMS will connect modular building to existing sewer line located within 10’ of the modular building.

- b) AMS will connect 1¼" water line from modular building to existing water line located within 10' of the modular building. Includes any hot and cold crossovers located in the modular building.
- c) AMS will provide new 300 AMP MDP located next to new modular building location on a new electrical rack installed above required flood elevation. Connect modular building panels to new MDP. Provide up to (2) 100' feeders to connect MDP to existing electric supply. Price assumes existing FPL Transformer can support the additional load. AMS will provide asphalt patching as required for this work. Includes electrical plan for permitting.
- d) AMS is including an allowance to pay permit/utility/governmental fees. Fees to be billed at cost for reimbursement.
- e) AMS is including an allowance of \$7500.00 to provide a Honeywell ES-50XP Addressable Fire Alarm Control Panel with Built-In Cellular Communicator, smoke detectors and audio/visual devices placed where required by code. Fire alarm design will be based on the Florida State Approved modular building plan and layout. It is assumed that the monitoring fees will be paid by the City of Deerfield Beach and that the City will coordinate phone line (s) required for monitoring. Includes Fire Alarm engineering for permitting.
- f) AMS is including an allowance to provide geotechnical reports and soil borings.

Options:

- 1) AMS will install the sprinkler riser to connect the NFPA 13R Sprinkler system to the existing fire connection point within 10' of the modular building. Sprinkler design will be based on the Florida State Approved modular building plan and layout. Includes sprinkler engineering for permitting. AMS to work with the City of Deerfield Beach building department to verify if required.
- 2) Recertify under the Department of Community Affairs manufactured buildings program to change exposure from C to exposure D if required. Price includes all new engineering, calculations and inspections by the 3rd party for the State of Florida including time and travel.
- 3) (1) 6'x 6' Awning to be installed per code.

Clarifications:

- Due to rapidly changing steel and lumber prices, the price is subject to change after (90) ninety days.
- The building is used and comes with a 90 day warranty from time of building installation on the site.
- The building installation and other site work included in this proposal come with a twelve-month warranty. Warranty begins upon substantial completion of the individual task performed.
- Any item not specifically listed in this proposal is not included until clarified in writing with an authorized representative of Advanced Modular Structures, Inc. (AMS)
- All entry doors should have weather protection such as awnings or similar device.
- Building settling is not covered under warranty unless building pad is prepared by AMS.
- AMS is not responsible for unforeseen conditions such as muck or buried debris.
- Removing any items that inhibit the building placement such as tree removal, tree trimming, fence removal or removing any other obstructions is not included.

- Site to be accessible by over the road truck. Current conditions observed to be sufficient for access. If current conditions change and special equipment is required to maneuver building on site, the customer agrees to reimburse Advanced Modular Structures, Inc. for this cost plus an 10% gross margin.
- AMS is not responsible to repair damage to utilities not marked by 'Call Sunshine' or similar marking agency.
- AMS is not responsible to repair existing property, unless it is damaged by AMS or its subcontractor.
- This quotation is subject to revision for engineering changes and code compliance based on plan review and permit issuance by the City of Deerfield Beach permitting department and Broward County EPD.
- Due to the short time required to assemble this building, Builder's Risk insurance is not included. The customer should contact their agent and arrange coverage upon delivery. Buildings are typically tied down within three days of arriving on site.
- Any extras or additional services will be billed at cost plus an 10% gross margin.
- It is the customer's responsibility to provide an approved site plan, survey and any engineering for items not in AMS's scope of work.
- Price includes an allowance for permit fees, utility fees and government fees of any kind.

Below is a partial list of items excluded from this quotation unless specifically included in the above:

- Surveying work of any kind, FEMA Elevation Certificate
- Telephone, computer wiring and low voltage wiring of any kind
- Termite treatment, if required
- Any furniture or fixtures including and not limited to chalk or tack boards, locker or other similar fixtures, unless specifically listed in quote
- Fire protection system (fire sprinkler) is optioned.
- HVAC system is existing and has been tested and balanced by the manufacturer, no further testing and balancing is required.
- There is no job site security or construction fence planned for this project.
- Renderings or elevations
- Utility connections on site and to the building such as water, sewer, electric, fire line, fire hydrant and data are included as shown above. Anything not listed is not included.
- Site work as described above is included. The building is being installed on an existing site. Paving, landscaping, sidewalks, paving, drainage, fences and similar items are already in existence and not part of this scope of work.
- Costs associated with financing

Estimated Time towards Completion: 180 Days from receiving a Notice to Proceed.

Ocean Rescue

AMS Proposal Breakdown

11.24.2025

	Description		Cost
	Building Pricing:		
	Building Purchase - Outright Base Purchase: Delivery and Installation included	\$156,950.00	
	Refurbishments - Includes new VCT composite flooring, repair or replace as needed to broken or worn items as deemed necessary by AMS	\$12,605.00	
	Building Pad	\$6,800.00	
	Skirting - With ventilation and flood vents	\$8,500.00	
	Ramp & Steps - 36' Switch-back Handicap Ramp w/5'4"x 5'4" Landing and Step.	\$22,685.00	
	Plumbing - Sewer waste manifold from building stub-outs. Connect 1 1/4" water line from modular building to existing water line.	\$10,715.00	
	Electric - New 300 AMP MPD	\$24,286.00	
	Foundation Plan for Permitting	\$1,295.00	
	Electric Plan for Permitting	\$4,500.00	
	Overhead and Profit	\$17,064.00	
	Subtotal Building Pricing		\$265,400.00
	Allowances¹:		
	Permit / Utility / Governmental fees	\$15,000.00	
	Honeywell ES-50XP Fire Panel	\$7,500.00	
	Geotechnical Report / Soil Borings	\$8,000.00	
	Subtotal Allowances		\$30,500.00
	Options¹:		
1	AMS will install the sprinkler riser to connect the NFPA 13R	\$17,500.00	
2	Recertification under the Department of Community Affairs	\$26,750.00	
3	(1) 6'x 6' Awning to be installed per code	\$4,750.00	
	Subtotal Options		\$49,000.00
	Subtotal Building, OH&P, Allowances, and Options		\$344,900.00
	Contingency²: 15%		
	(ONLY to be used for unforeseen circumstances & concealed conditons. Requires prior City approval)		\$51,735.00
	Total		\$396,635.00

Notes:

1. Allowances and Options require prior City approval.
2. Contingency is only to be used for unforeseen circumstances and concealed conditions.
Requires prior City approval.



Memorandum

TO: Oleg Gorokhovsky, Chief Financial Officer

THRU: Wallace Perkins, Capital Projects Manager *Wallace Perkins*

FROM: Sarah Ricci, Construction Project Manager *S. Ricci*

DATE: December 3, 2025

RE: Best Interest Justification for Contracting with Advanced Modular Structures, Inc. Ocean Rescue Prefabricated Building.

This memorandum provides a formal justification, pursuant to Section 38-116 (3)(e) of the City of Deerfield Beach Procurement Code, for determining that it is in the best interests of the City to contract directly with Advanced Modular Structures, Inc. (AMS) for the procurement, delivery, and installation of a prefabricated modular building to support Ocean Rescue operations.

Ocean Rescue personnel are currently operating within an aging and deteriorating structure at Fire Station 75. Environmental Services conducted an internal evaluation and determined that the facility no longer meets operational or safety needs. Renovating or maintaining the current spaces on the first and second floors would require significant expenditures and extended occupancy disruptions. There is an urgent operational need to relocate Ocean Rescue personnel into a safe, code-compliant, and functional facility while long-term redevelopment plans for Fire Station 75 are underway.

Section 38-116 (3)(e) authorizes the City to forego competitive solicitation when doing so is in the best interests of the City, including when competition is impractical, cost-ineffective, or when time-sensitive operational needs warrant expedited procurement. Contracting with AMS meets this standard for the following reasons:

1. Proven Performance and Compatibility with Existing City Assets:

The City currently owns an AMS prefabricated modular structure located at Fire Station 111 that has operated reliably since its installation in 2021. Utilizing the same company ensures:

- Consistency in modular structure standards.
- Compatibility with existing components and maintenance practices
- Reduced learning curve for staff
- Streamlined long-term support and warranty processes

2. Time-Sensitive Operational Requirements

Ocean Rescue requires an immediate relocation due to the existing condition of Fire Station 75.

A formal competitive solicitation would:

- Add approximately 8 –16 weeks to the prefabricated building Leadtime
 - Delay the installation of a critical public safety facility.
 - Expose the City to possible safety risks by continuing to house Ocean Rescue personnel in substandard conditions
- AMS has confirmed its ability to mobilize and install a prefabricated modular building within the required project timeframe.

3. Cost Advantage Over Lease, New Fabricated Modular Building or New Construction:
City staff evaluated alternative options, including:

- Leasing a modular structure (cost-ineffective over 1–2 years)
- Purchasing a newly prefabricated unit (estimated 25% higher cost)
- Constructing a new building (estimated 50% higher in cost)
- Rehabilitating existing Fire Station 75 spaces (significant cost with limited useful life benefit)

A direct purchase from AMS offers the lowest total cost of ownership and avoids interest expenses associated with lease-to-own arrangements or private financing.

4. Market Considerations and Practical Limitations of Competition

Staff reviewed the modular building market and found:

- Comparable modular manufacturers are not located in the vicinity area
- Custom engineering requirements would delay deployment
- Pricing from alternative vendors is expected to be materially higher due to current material costs and fabrication demand
- Many regional modular suppliers are not equipped to provide a full turnkey installation

While multiple vendors exist, AMS is the only immediately available, turnkey, cost-effective solution capable of fulfilling the City's critical need for a prefabricated modular building for Ocean Rescue.

5. Scope of Proposed Turnkey Services

AMS will provide a comprehensive package including:

- Structural engineering and modular building design
- All required trade permitting
- Utility tie-ins
- Stand-alone non-proprietary fire alarm panel installation.
- New ADA-compliant ramp and stair system
- This turnkey capability reduces administrative burden and eliminates the risk of delays associated with the coordination of multiple contractors.

6. Best Interest and Most Advantageous Determination Based on:

- AMS's proven performance with existing City facilities
- Immediate availability and shortest deployment timeline
- Demonstrated cost advantage over alternatives
- Turnkey service capabilities
- The critical need to provide safe and reliable facilities for Ocean Rescue

- The impracticality and operational risk associated with delaying the project for a competitive solicitation and additional lead time required to design, fabricate and deliver a new modular building.

It is determined that contracting directly with AMS is currently the most advantageous alternative and in the best interests of the City, consistent with Section 38-116 (3)(e).

Recommendation

It is recommended that the City proceeds with contracting Advanced Modular Structures, Inc. for the procurement and installation of the prefabricated modular building required to support the City's Ocean Rescue operations.

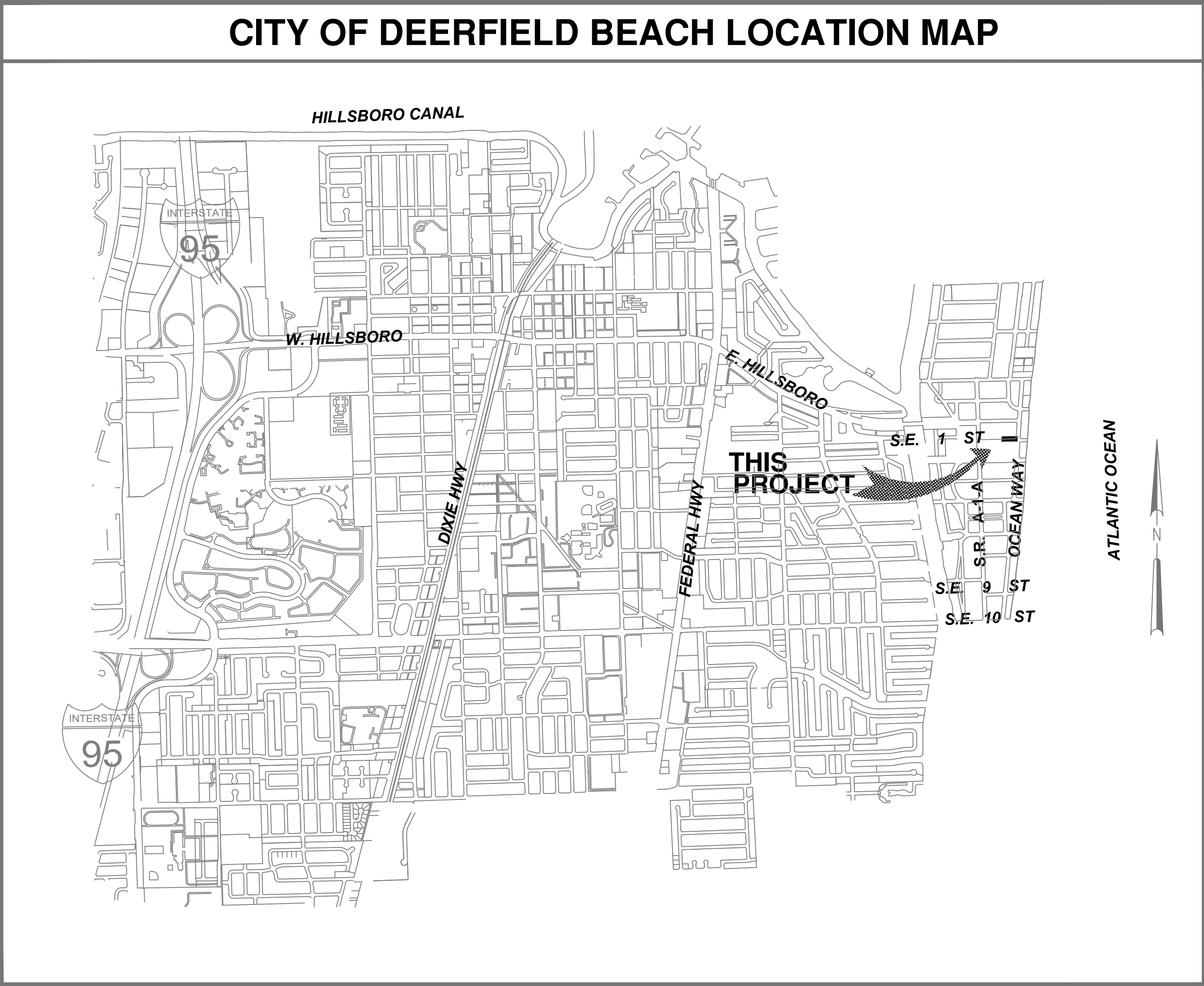
MODULAR BLDG. PROJECT
S.E. 1 STREET & S. OCEAN WAY
FIRE STATION 75

CITY OF DEERFIELD BEACH
COMMISSIONERS

TODD DROSKY, Mayor
Michael Hudak, Commissioner District 1
Ben Preston, Commissioner District 2
Daniel Shanetzky, Commissioner District 3
Tom Plaut, Commissioner District 4

CITY MANAGER
RODNEY BRIMLOW

1	COVER SHEET
2	CONSTRUCTION PLAN SHEET
3	NOTES & DETAIL SHEETS



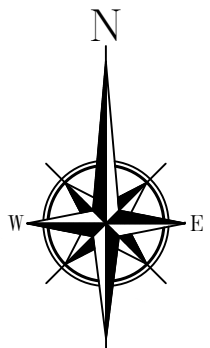
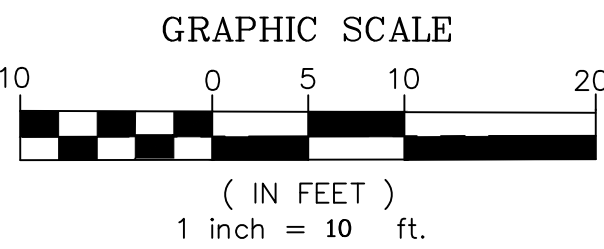
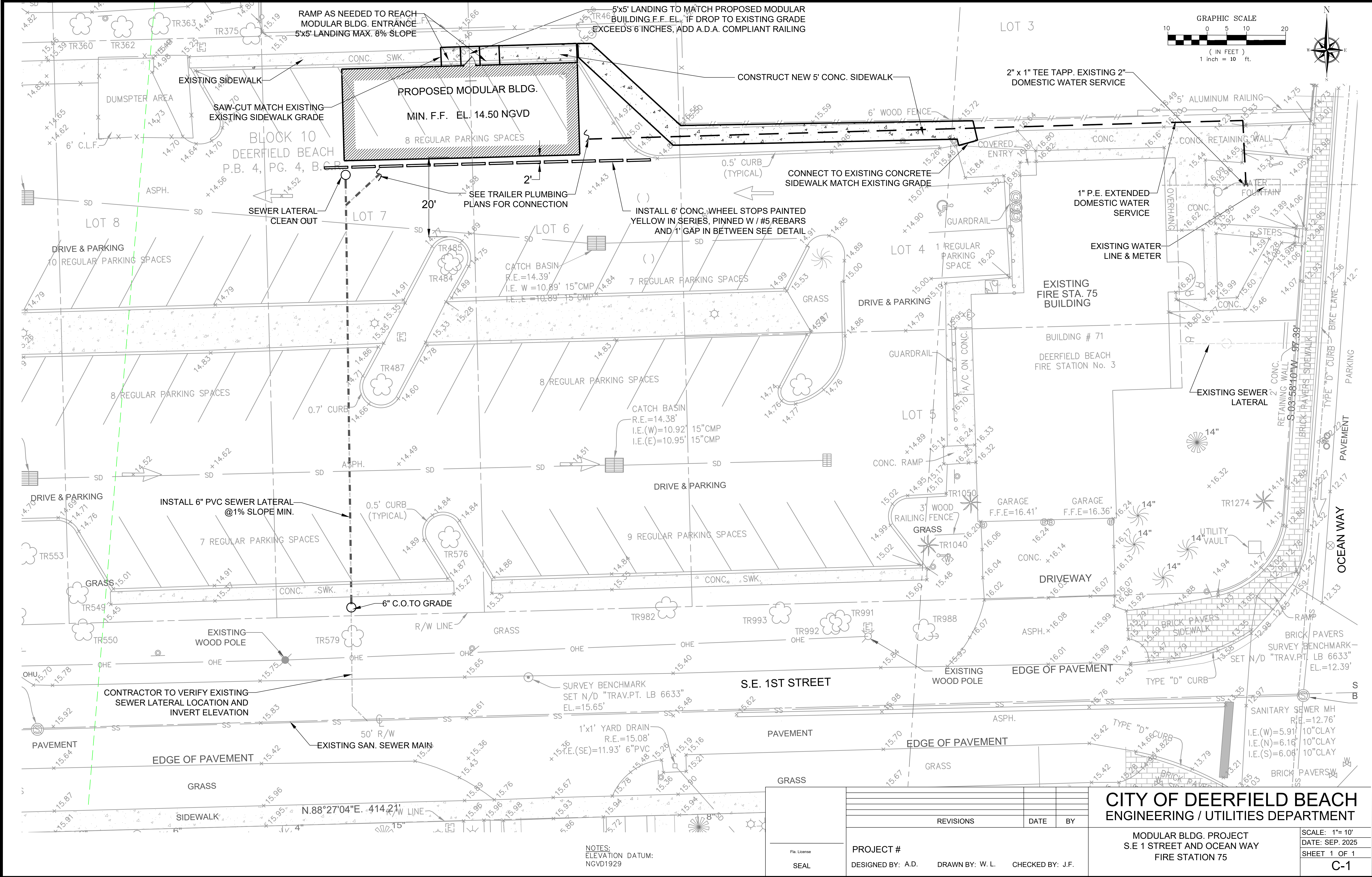
, P.E.
Fla. License #
200 GOOLSBY BOULEVARD
DEERFIELD BEACH, FL. 33441

CITY OF DEERFIELD BEACH
ENGINEERING / UTILITIES DEPARTMENT

DESIGNED BY: A.O.	DRAWN BY: W.L.	CHECKED BY: J.F.
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MODULAR BLDG. PROJECT
S.E. 1 STREET & S. OCEAN WAY
FIRE STATION 75

SCALE: N.T.S.
DATE: SEP., 2025
SHEET 1 OF 3
1



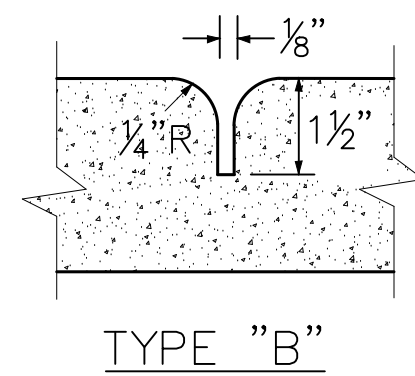
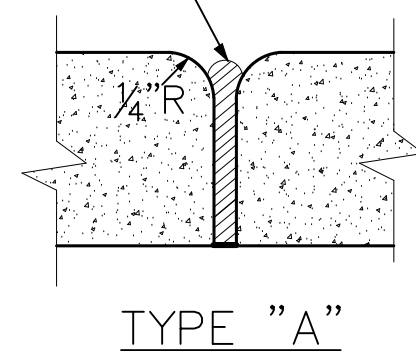
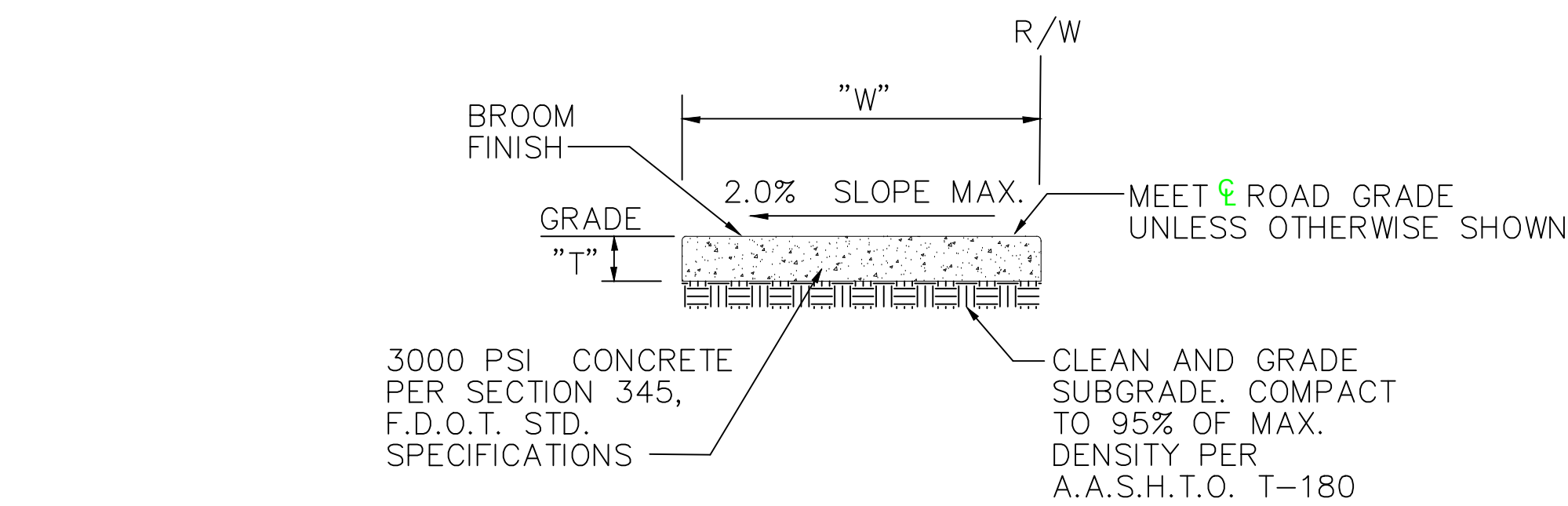
NOTES:
ELEVATION DATUM:
NGVD1929

File License SEAL	PROJECT #		
	DESIGNED BY: A.D. DRAWN BY: W. L. CHECKED BY: J.F.		
REVISIONS		DATE	BY

CITY OF DEERFIELD BEACH
ENGINEERING / UTILITIES DEPARTMENT

MODULAR BLDG. PROJECT
S.E 1 STREET AND OCEAN WAY
FIRE STATION 75

SCALE: 1"= 10'
DATE: SEP. 2025
SHEET 1 OF 1
C-1



1. SIDEWALK RESIDENTIAL AREAS SHALL BE MIN. 4" THICK.
2. SIDEWALK WITHIN 10' OF CROSS STREETS, AT DRIVEWAYS SHALL BE 6" THICK.
3. SIDEWALK SHALL BE THROUGH DRIVEWAYS, EXTENDED 2' BEYOND DRIVE EDGES.

4. ALL SIDEWALK SHALL BE A MIN. 5' WIDE.

5. TYPE "A" JOINT SHALL BE INSTALLED AT P.C. AND P.T. CURBS, JUNCTION OF EXISTING & NEW SIDEWALKS & EVERY 50' AND WHERE SIDEWALK ABUTS CONCRETE CURBS, DRIVEWAYS & SIMILAR STRUCTURES.
6. TYPE "B" JOINT SHALL BE INSTALLED 5' CENTER TO CENTER. JOINT SHALL BE SCORED DURING PLACEMENT OR SAWCUT WITHIN 24 HOURS OF PLACEMENT.

7. ALL SIDEWALKS SHALL BE CONSTRUCTED THRU DRIVEWAY AND SHALL BE CONCRETE.
8. ALL SIDEWALKS SHALL INCLUDE CROSS SLOPE AND RUNNING SLOPE IN ACCORDANCE WITH A.D.A. REQUIREMENTS, A.D.A. COMPLAINT RAMPS @ INTERSECTIONS.

REVISIONS	DATE	BY
NOTES & DETAILS		
DESIGNED BY: A.O. DRAWN BY: W.L. CHECKED BY: J.F.		

, P.E.
Fla. License #
200 GOOLSBY BOULEVARD
DEERFIELD BEACH, FL. 33441

CITY OF DEERFIELD BEACH
ENGINEERING / UTILITIES DEPARTMENT

MODULAR BLDG. PROJECT
S.E. 1 STREET & S. OCEAN WAY
FIRE STATION 75

SCALE: N.T.S.
DATE: SEP., 2025
SHEET 3 OF 3
N&D



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2025-610

Agenda Date: 12/16/2025

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2025/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the issuance of a purchase order to Madsen/Barr Corporation for installation of eight fire hydrants and related services in the amount of \$97,200.00, utilizing the terms of the City of Boca Raton's RFP No. 2022-020 and contract; providing for execution and an effective date. (Funds from Account #401-300-360-3603-000-53600-506031 - Utilities Maintenance/Improvements Other than Buildings)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$97,200.00

Account Name: Utilities Maintenance/Improvements Other than Buildings

Account Number: 401-300-360-3603-000-53600-506031

Background/History

The City of Deerfield Beach's Utility Maintenance Division operates and maintains over 2,300 fire hydrants within the boundaries of Deerfield Beach. These hydrants are a necessity for life safety and are tested every year by city staff and Broward County firefighters to measure the capacity and readiness, should an emergency arise, and the hydrants are needed. During these tests and over the course of normal operations and maintenance by staff, there are several locations where the fire hydrants have reached or exceeded their useful life and are in need of critical repairs and/or replacement.

In FY24, pursuant to Resolution No. 2024/124, the City Commission approved the issuance of a Purchase Order for seven fire hydrants, which included installation, maintenance and repair services (the "Ancillary Services"), in an amount not to exceed \$102,050.00 to Madsen/Barr based upon the City of Boca Raton's RFP 2022-20.

Subsequently, in FY25, city staff determined that another five hydrants needed to be replaced and, pursuant to Resolution No. 2025/074, the City Commission approved the issuance of a Purchase Order of those five hydrants with Ancillary Services in an amount not to exceed \$72,650.00 to Madsen/Barr based upon the City of Boca Raton's RFP 2022-20.

Current Activity

Environmental Services staff, through periodical tests and reports received from the Fire Department, identified units in need of repair or replacement, which require other Ancillary Services. As Madsen-

Barr is familiar with the City's fire hydrants and required work, the City desires to retain Madsen-Barr through the City of Boca Raton's RFP No. 2022-020, which is still in effect, for the replacement of eight hydrants, including the Ancillary Services.

Recommendation

It is recommended that the City Commission approve the issuance of a Purchase Order to Madsen-Barr for the purchase of eight fire hydrants and related Ancillary Services in the amount of \$97,200.00.

RESOLUTION NO. 2025/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE ISSUANCE OF A PURCHASE ORDER TO MADSEN/BARR CORPORATION FOR INSTALLATION OF EIGHT FIRE HYDRANTS AND RELATED SERVICES IN THE AMOUNT OF \$97,200.00, UTILIZING THE TERMS OF THE CITY OF BOCA RATON'S RFP NO. 2022-020 AND CONTRACT; PROVIDING FOR EXECUTION AND AN EFFECTIVE DATE

WHEREAS, the Water Distribution Division of the Department of Environmental Services (the "Department") operates and maintains 2300 fire hydrants within the jurisdictional boundaries of the City of Deerfield Beach; and

WHEREAS, as the fire hydrants are integral for life safety within the City, City staff along with Broward County firefighters test the hydrants every year to measure their capacity and readiness in the event an emergency arises; and

WHEREAS, although the regular maintenance and testing has been conducted, there are several locations where certain hydrants have either reached or exceeded their useful life and require critical repairs or replacement; and

WHEREAS, recently City staff has determined that another eight fire hydrants need to be replaced, which will also require related installation, maintenance and repair services (the "Ancillary Services"); and

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

WHEREAS, the City is seeking to contract with Madsen/Barr Corporation ("Madsen") for the purchase of eight fire hydrants, and the related Ancillary Services, utilizing the terms of the City of Boca Raton's RFP No. 2022-020, attached as Exhibit "1" (the "Boca Contract"); and

WHEREAS, Madsen has agreed to provide the fire hydrants and Ancillary Services, including installation, to the City based upon the terms and pricing of the Boca Contract, for a cost of \$97,200.00, as more specifically set forth on Madsen's estimate, attached as Exhibit "2"; and

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

WHEREAS, staff recommends that the City Commission approve the issuance of a Purchase Order to Madsen for the purchase of the eight fire hydrants and related Ancillary Services in the amount of \$97,200.00, utilizing the terms of the Boca Contract.

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

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

Section 2. The City Commission hereby approves the issuance of a Purchase Order to Madsen for the purchase of eight fire hydrants and related Ancillary Services, in the total amount of \$97,200.00, utilizing the terms of the Boca Raton Contract.

Section 3. The appropriate City officials are authorized to do all things necessary to carry out the aims of this Resolution, including execution and issuance of a Purchase Order to Madsen.

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2025.

TODD DROSKY, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK



December 7, 2022

Madsen-Barr Corporation
John Barr, President
12113 Indian Mound Road
Wellington FL, 33449

RE: Notice of Intent to Award
Bid No. 2022-020, Pressure Pipe, Insert Valve and Line Stop Repair & Installation

Dear Mr. Barr,

Please accept this letter as a notice of Intent to Award on behalf of the City of Boca Raton for RFP No. 2022-020, Pressure Pipe, Insert Valve and Line Stop Repair & Installation for Groups A, B, and C.

This Intent to Award is contingent upon final approval by our City Council which is slated for December 13, 2022.

In preparation of award, please have your insurance agent issue to the City of Boca Raton the insurance as outlined in the RFP General Information, Section 13. Insurance Requirements are as follows:

- Worker's Compensation & Employer's Liability
- Commercial General Liability
- Business Automobile Liability
- Railroad Protective Liability
- Commercial Umbrella/Excess Liability

Additional Insured Endorsements. The Contractor agrees to endorse the City of Boca Raton, Greater Boca Raton Beach and park District, Boca Raton Community Redevelopment Agency as an Additional Insured on the Commercial General Liability policy on a primary and non-contributory basis with the following, or similar endorsement providing equal or broader Additional Insured coverage, the CG 2010 04 13 and the GC 20 37 07 04 which shall be required to provide back coverage for the contractor's "your work" as defined in the policy and liability arising out of the products-completed operations hazard.

The effective date of the contract shall be dated executed by the City Manager and shall run thereafter for a five (5) year term, with the option to renew for three (3) additional one-year period. This contract will automatically renew. Automatic contract renewal shall be subject to the appropriation of funds, vendor's satisfactory performance and determination by the City that the contract renewal is in the best interest of the City.

If you should have any questions, please do not hesitate to contact me at mcaldwell@myboca.us.

Sincerely,

Micha Caldwell
Buyer

c: 2022-020
Ivelsa Guzman, Purchasing Manager

MADSEN /BARR CORPORATION

Engineering Contractors • Sewer • Water • Drainage

Broward: (954) 401-6758 • Palm Beach: (561) 753-6363 • Fax: (561) 753-6382

E-mail: johnbarr@madsenbarr.com

**COST ESTIMATE – NOVEMBER 24, 2025**

SOLD TO: CITY of DEERFIELD BEACH
290 GOOLSBY BLVD.
DEERFIELD BEACH, FL. 33442

ATTENTION: MR. PATRICK AUTLEY, SUPERINTENDENT
pautley@deerfield-beach.com

SUBJECT: CITY of DEERFIELD BEACH
FIRE HYDRANT REPLACEMENT and ALL RESTORATION (8 EA.)

LOCATIONS: 1.) 1162 S.E. 2ND AVENUE
2.) 118 S.E. 10TH COURT
3.) 777 S.E. 2ND AVENUE
4.) 330 S.E. 20TH AVENUE
5.) 57 DEER CREEK ROAD
6.) 119 DEER CREEK ROAD
7.) 394 S.W. 35TH AVENUE
8.) 1600 W. HILLSBORO BLVD.

CONTRACT: CITY of BOCA RATON, 2022-020 GROUP "A"
"PRESSURE PIPE REPAIR and INSTALLATION" PROJECT #71-21-005
MADSEN/BARR PROJECT # 23-107

FURNISH and INSTALL:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
A-9.00	Replacement of Existing FH	8	EA.	\$10,000.00	\$ 80,000.00
A-17.02	Asphalt Roadway Replacement	0	TN.	\$ 1,950.00	\$ 0.00
A-17.05	Sidewalk Replacement	0	SY	\$ 350.00	\$ 0.00
A-17.11	Concrete Curb Replacement	0	LF	\$ 300.00	\$ 0.00
A-17.13	Sod Replacement	800	SF	\$ 4.00	\$ 3,200.00
A-18.01	Traffic Control	20	DAY	\$ 300.00	\$ 6,000.00
A-20.23	Wellpoint Equipment (If required)	2	DAY	\$ 4,000.00	\$ 8,000.00

TOTAL COST ESTIMATE ***** \$ 97,200.00

NOTES: 1.) FIRE HYDRANT PHOTOS ATTACHED.

12113 Indian Mound Road, Wellington, Florida 33449 (North Office) Accounting
3600 S. State Road 7 (441), Suite 311, Miramar, Florida 33023 (South Office)
1997 S.W. 28 Terrace, Fort Lauderdale, Florida 33312 (Broward Office)



118 S.E. 10th CT





ADDRESS: 330 S.E. 20th AVE

PET WASTE
TRANSMITS DISEASE
LEASH YOUR DOG AND CLEAN UP
AFTER YOUR
PET
IT'S THE LAW!
CITY OF MIAMI





Station:
114 Deer Creek
2000







COUNCIL APPROVAL PROCUREMENT RECOMMENDATION
TARGET AGENDA DATE: December 13, 2022

Subject: Pressure Pipe, Insert Valve and Line Stop Repair & Installation
Group A – Pressure Pipe Repair and Installation

Bid Number: 2022-020

Department: Utility Services

Procurement Method: Sealed Bid

Bid Opening Date: November 15, 2022

1747 Notices Issued
0 No-Bids
2 Responses

Award to: Low Responsive Responsible Bidder, Madsen/Barr Corporation,
Wellington, FL

Contract Period: Initial term is a five year period. The City reserves the option to renew annually subject to appropriation of funds not to exceed a maximum of three (3) one year renewals.

Scope: This procurement provides for pressure pipe repair and installation services and includes furnishing of all labor, materials, equipment, services and incidentals for the on-going rehabilitation, repairs and replacement services to the City's water distribution system. Services will be used under a continuing term contract on an as needed and emergency basis.

Budget: Purchases are estimated in the amount of \$580,000 for each annual term, contingent upon budget adoption.

Purchases will be made on an as needed basis (Indefinite Quantity) for each annual term, not to exceed the Department's budgeted funds, as approved or amended by the City Council each fiscal year.

Name of Bidder	Total Bid <i>(Bid evaluation is based on estimated annual usage)</i>
Madsen/Barr Corporation	\$ 4,949,800.50
Southern Underground Industries, Inc	\$15,148,173.35

Approvals:

Buyer/Sr. Buyer/Asst. P.M.: _____

Purchasing Manager: _____

Financial Services Director: _____

OMB Director: _____

Deputy City Manager: _____

Funding Source(s):

US/Water Sewer Operating/Maintenance
470.42.09501.54600011.533.0000000.0000
FY22/23 & FY23/24 Contingent Upon Budget Adoption



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2025-617

Agenda Date: 12/16/2025

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 award of ITB #25-040 for the supply of cartridge filters for the nano and reverse osmosis treatment processes on an as needed basis to Harrington Industrial Plastics, LLC, as the primary contractor, and Core & Main, LP, as the secondary contractor in an annual aggregate estimated amount of \$65,000.00; authorizing execution of contracts with each of the two lowest priced responsive and responsible bidders for three-year terms with two additional one-year renewal options; and providing an effective date. (Funds from Account #401-300-360-3602-000-53600-503525 - Materials to Maintain Equipment)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: Estimated annual amount of \$65,000

Account Name: Materials to Maintain Equipment

Account Number: 401-300-360-3602-000-53600-503525

Background/History

The Procurement & Contract Administration Division has completed its review of the responses received for ITB 25-040 - Cartridge Filters for the Nano and RO Processes. The solicitation was issued for the provision and delivery of cartridge filters for the City's Nano and RO water treatment processes as detailed in the Scope of Work and associated specifications. Of those who responded, Harrington Industrial Plastics, LLC and Core & Main LP are both deemed to be the lowest responsive and responsible bidders and both meet the ITB requirements. As filters must be ordered multiple times a year, it is preferred to have a warehouse in Florida with reasonable delivery times, as it is preferred to have more than one vendor for these filters. Therefore, the recommendation is to award the ITB to both companies as follows: (1) Primary Contractor Harrington Industrial Plastics, LLC and (2) Secondary Contractor Core & Main LP.

Recommendation

City staff recommends approving the award of the ITB to Harrington Industrial Plastics, LLC, as the primary contractor, and Core & Main, LP, as the secondary contractor, and to authorize execution of contracts with both contractors.

RESOLUTION NO. 2025/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE AWARD OF ITB #25-040 FOR THE SUPPLY OF CARTRIDGE FILTERS FOR THE NANO AND REVERSE OSMOSIS TREATMENT PROCESSES ON AN AS NEEDED BASIS TO HARRINGTON INDUSTRIAL PLASTICS, LLC, AS THE PRIMARY CONTRACTOR, AND CORE & MAIN, LP, AS THE SECONDARY CONTRACTOR IN AN ANNUAL AGGREGATE ESTIMATED AMOUNT OF \$65,000.00; AUTHORIZING EXECUTION OF CONTRACTS WITH EACH OF THE TWO LOWEST PRICED RESPONSIVE AND RESPONSIBLE BIDDERS FOR THREE-YEAR TERMS WITH TWO ADDITIONAL ONE-YEAR RENEWAL OPTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City issued Invitation to Bid #25-040 (the “ITB”) seeking qualified vendors to supply cartridge filters for the nano and reverse osmosis treatment processes at the Water Treatment Plant on an as needed basis, as specified in the ITB (collectively, the “Services”); and

WHEREAS, the ITB was advertised in the legal notices section of Broward County’s designated public website on September 17, 2025, and the notice was sent to 420 prospective vendors via the e-Procurement Marketplace with 13 vendors viewing the ITB documents; and

WHEREAS, on October 15, 2025, at 2:00 p.m., the ITB due date and time, the Procurement and Contract Administration Division (the “Division”) opened the four (4) bid responses that were timely received, and reviewed the bids to ensure that they met the ITB requirements; and

WHEREAS, the ITB allows for award to multiple bidders; and

WHEREAS, the Division reviewed the four bids submitted and it was determined that the two apparent lowest priced responsive and responsible bidders were Harrington Industrial Plastics, LLC (“Harrington”) and Core & Main, LP (“Core”); and

WHEREAS, after reviewing the bids from Harrington and Core, it was determined by City staff that it would be in the best interest of the City to award the bid to both contractors, with Harrington as the primary contractor, and Core as the secondary contractor, with the understanding that if Harrington cannot fulfill the request from the City, then the City will utilize Core to fulfill the request; and

WHEREAS, the estimated cost for the Services is an aggregate amount of \$65,000.00 per year; and

WHEREAS, the Division recommends that the City Commission approve the award of the ITB to Harrington as the primary contractor, and Core as the secondary contractor, and authorize the execution of contracts with Harrington and Core for three-year terms with two additional one-year renewal options.

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

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

Section 2. The City Commission hereby approves the award of the ITB to Harrington, as the primary contractor, and Core as the secondary contractor.

Section 3. The City Manager is hereby authorized to execute contracts with Harrington and Core for the Services on an as needed basis, based upon the terms and conditions of ITB, together with such additional terms and conditions as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2025.

CITY OF DEERFIELD BEACH

TODD DROSKY, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK



Memorandum

TO: Eric Power, Deputy City Manager

FROM: Eddyson Etienne, Senior Buyer

THRU: Oleg Gorokhovsky, Chief Financial Officer

DATE: November 21, 2025

SUBJECT: Cartridge Filters for the Nano and RO processes, ITB #25-040

The Procurement and Contract Administration Division issued an Invitation to Bid for Cartridge Filters for the Nano and RO processes, (ITB) Invitation to Bid #25-040. This formal competitive solicitation process complies with the City of Deerfield Beach procurement requirements. Details of the competitive solicitation process are as follows:

- On September 17, 2025, the ITB was advertised in the legal notices section of the Broward County Website. The notice was sent to four hundred and twenty (420) prospective Offerors via the e- Procurement Marketplace.
- Thirteen (13) vendors viewed the documents of the ITB.
- On October 15, 2025 at 2:00 p.m. EST, the Procurement and Contract Administration Division closed and unsealed four (4) responses, Harrington Industrial Plastics, LLC, Core & main LP, Max USA, Corp, and Andrews Filter & Supply Corp. The responses were reviewed by the Procurement and Contract Administration Division to ensure the responses met the ITB requirements.
- The Bid allows for the award to be to multiple bidders.
- The City of Deerfield Beach staff has reviewed the responsive and responsible bids received and recommend award to the two (2) vendor(s) providing the lowest, responsive and responsible price(s) of the required product and services.
- The Procurement and Contract Administration Division discussed the response with the Department of Environmental Services staff of which concurred that Harrington Industrial Plastics, LLC and Core & main LP met all the requirements of the ITB.
- Reference checks were conducted on both Harrington Industrial Plastics, LLC and Core & main LP which revealed positive ratings.
- Documentation related to this solicitation may be obtained by e-mailing eetienne@deerfield-beach.com. You may contact the Procurement and Contract Administration Division at 954- 480-4381 with any questions.

In summary, Harrington Industrial Plastics, LLC and Core & main LP are both deemed to be the lowest responsive and responsible bidders and both meet the ITB requirements. Therefore, the recommendation is to award the ITB to both companies as follows: (1) Primary Contractor Harrington Industrial Plastics and (2) Secondary Contractor Core & main LP in the best interest of the City

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

Att. Bid Tabulation, Scope of Work.

Event Number	ITB 25-040 Addendum 2	Organization	City of Deerfield Beach
Event Title	Cartridge Filters for the Nano and RO Proce	Workgroup	Purchasing Dept.
Event Description	The City of Deerfield Beach is soliciting seal	Event Owner	Eddyson Etienne
Event Type	ITB (Commodity)	Email	eetienne@deerfield-beach.com
Issue Date	9/17/2025 11:10:56 PM (ET)	Phone	954 (250) 4039
Close Date	10/15/2025 02:00:00 PM (ET)	Fax	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
HARRINGTON INDUSTRIAL PLAS	Fort Lauderdale	FL	10/15/2025 01:54:49 PM (ET)	2	\$76,512.75
Core & Main LP	Oakland Park	FL	10/15/2025 11:44:52 AM (ET)	1	\$77,100.00
MAX USA, CORP.	TAMPA	FL	10/14/2025 10:41:30 AM (ET)	2	\$103,997.33
Andrews Filter & Supply Corp	Orlando	FL	10/10/2025 10:26:05 AM (ET)	2	\$299,760.00

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

1	<li data-start="398" data-end="443">								
	Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes / Alternate Description	Manufacturer	Manufacturer #
	HARRINGTON INDUSTRIAL PLAS	6000	ea		\$12.75	\$76,500.00			
	Core & Main LP	6000	ea		\$12.85	\$77,100.00			
	MAX USA, CORP.	6000	ea		\$17.33	\$103,980.00	(SOLD BY CASES OF 25 FILTERS) price for 5 n		
	[ALT1] MAX USA, CORP.	6000	ea		\$17.33	\$103,980.00	1 MICRON, 40" L, 2.5" DIA, 222/ SPRING, BU H2O innovation	(H2O-140SW-EX3B)	
	Andrews Filter & Supply Corp	6000	ea		\$49.96	\$299,760.00			

2	<li data-start="398" data-end="443">								
	Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes	Manufacturer	Manufacturer #
	Andrews Filter & Supply Corp	1	ea		\$0.00	\$0.00			
	HARRINGTON INDUSTRIAL PLAS	1	ea		\$12.75	\$12.75			
	MAX USA, CORP.	1	ea		\$17.33	\$17.33			

SECTION VI
ITB25-040 CARTRIDGE FILTERS FOR THE NANO AND RO PROCESSES

Scope of Work

1. Purpose

The City of Deerfield Beach (the "City") is currently soliciting bids to establish an Annual Open-End Contract for the as-needed purchase of cartridge filter elements for the City Utilities Department for use at the Water Treatment Plant. These cartridge filters are essential to the City's potable water production and will be used both the Nano Filtration and Reverse Osmosis treatment processes. All products submitted must be certified and authorized for use in drinking water applications. The Awarded Bidder shall be responsible for furnishing and delivering cartridge filter elements for raw water filtration prior to the Nano Filtration treatment in accordance with the specifications outlined herein.

2. Overview

The selected vendor will supply 1-micron and 5-micron filters for the City's Water plant Nano and RO processes. No warranty or guarantee is given or implied as to the total amount to be purchased as a result of this Contract. The City of Deerfield Beach reserves the right to increase or decrease total quantities ordered as required. The total estimated annual usage is 6000 cartridge filters. The City anticipates that four (4) orders will be made per year, for approximately 1500 cartridge filters per order. The quantities stated in this ITB are estimates of annual usage, to be used for bid comparison purposes only. No minimum order stipulations allowed.

3. Detail Specifications

- Cartridge filters shall be constructed with 100% FDA grade polypropylene material approved for potable water use. Must have NSF/ANSI-61 -Health Effects for Drinking Water Systems and NSF/ANSI-42 -Aesthetic Effects certifications.
- 2. Cartridge shall be free of any surfactants or other finishes.
- Cartridge shall be String Wound style (no substitutes) with polypropylene core and rated for removal of particles 5 microns and larger for Nano process. And 1 micron for RO process. Efficiency for removal of particles 5 micron (nominal) and larger shall be at least 90%.
- Filter end caps must be thermally welded onto the cartridge with no use of glue or other binders.
- An alternate quote for 1.0 micron and separate 5.0 String Wound micron filters with polypropylene core using the same basic specifications is also sought, should the City

choose to utilize at some point for increased filtration testing during the Contract period.

- Cartridge must be manufactured in a facility dedicated and constructed with the sole purpose of manufacturing filters. Must have required QA/QC test lab equipment on site for continuous quality testing to ensure product consistency. Plant must maintain complete production records and track production by lot numbers.
- Cartridge must have a 1.1" I.D. with a Polypropylene core and a 2.5" +/- 1/16" O.D.
- 8. Cartridge filter shall be 39.5" to 40" long, single open-end construction with dual 222 Buna N O-rings and integral polypropylene flexible fin or spring (style 222) on the closed end.

4. Approved Equals

The Product (s) offered by the Vendor must be on an overall basis, be equal or greater in quality or performance than the solicitation specifications herein. The City reserves the right to be the sole judge of what is an APPROVED EQUAL and acceptable. Bids which do not comply with these requirements are subject to rejection.

Potential Vendors may submit requests for Approved Equal determination only during the designated Questions and Answers (Q&A) period of the solicitation. Requests must be submitted through the City's eProcurement Marketplace portal. Late requests or requests submitted outside of the eProcurement system will not be considered. The City's response to requests for Approved Equals will be issued by addendum.

5. Authorized Dealer Requirement

Vendors must be the Manufacturer's Authorized Dealer. Only Authorized Dealers or Resellers will be eligible to provide products on behalf of the manufacturer through this solicitation. The City may request, and the Bidder shall provide supporting information and/or documentation attesting to this requirement. Failing to be an authorized dealer/seller of the manufacturer at the time of bid submittal may result in the Vendor's bid being deemed non-responsive. Failure to supply the supporting information and/or documentation within three (3) business days of request by the City may result in the Vendor's bid being deemed non-responsive.

6. Pricing

Pricing shall be quoted F.O.B Destination; freight included and shall be inclusive of all costs. Current and / or anticipated applicable fuel costs should be considered in the price quoted.

7. Quantities

The initial term minimum quantity for each bid item is considered to be zero (0). The Vendor shall be able to provide quantities of items above or below the estimated forecast amounts

with no impact to pricing or delivery.

8. Additions/Deletions of Items

The City reserves the right to add or delete items from this Contract in the best interest of the City. No guarantee is expressed or implied as to the total quantity of items purchased under this contract.

9. Damage/Irregular Items

Products supplied shall be new; no irregulars, seconds, or damaged merchandise will be accepted. Incorrectly delivered products shall be replaced by the Vendor at no additional cost withing five (5) business days of notification.

10. Delivery

Normal delivery must be completed within fifteen (15) calendar days after receipt of a Purchase Order from the City. Back-orders shall be made known to the City at the time of order placement. The City seeks a source of supply that will provide accurate and timely delivery. The Awarded Bidder must adhere to delivery schedules. Awarded Bidder must keep a complete set (924) of cartridge filters in stock at all times at a warehouse in Florida for immediate shipment to the City of Deerfield Beach WTP in case of emergency need. Expedited delivery is required within three (3) days of order placement. It will be the sole discretion of the City what constitutes an emergency. The Water Treatment Plant will only accept deliveries between the hours of 7:00 a.m.-5:00 p.m., Monday-Friday. Emergency deliveries will be accepted 24 hours a day, seven days a week.

11. Inspection/Acceptance

All deliveries shall be subject to inspection by the City. All items shall be free of damage to the packaging or contents. The City shall have the right to return any defective or unacceptable product to the Vendor for full credit. No additional shipping charges shall be incurred by the City for returns and replacements

12. Warranty

All filters shall carry the manufacturer's standard warranty against defects in material and workmanship. Warranty shall include parts and labor. Vendor shall take corrective action to repair or replace defective filters within 48 hours of notice. All warranty-related costs, including pick-up, delivery, and replacements, shall be the Vendor's responsibility.

13. Invoicing/Payment

Vendors shall not be paid for work that was not requested by the City. Payments will only be made after items have been received, accepted, and properly invoiced. All invoices shall be legible and must include the following:

- City of Deerfield Beach Purchase Order Number
- Vendor Contract/Sales Manager Name
- Date of Service and Ship Date
- Contract Line-Item Number
- Unit Model Number (if applicable)
- Product Title and Product Detail Description
- Quantity and Price

14. Contract Term and Time of Performance

The Initial Contract term shall be for three (3) years and shall commence upon the Effective Date of the Contract. The City reserves the right to renew the Contract for up to two (2) additional one (1) year renewal periods, contingent upon approval by the city Manager, provided all terms, conditions, and scope of services remain the same, both parties mutually agree to the renewal.

In the event the Contract is scheduled to end because of the expiration of the Contract, the Contractor shall continue services upon the request of the City Manager or designee. The extension period shall not extend for more than one hundred eighty (180) days beyond the expiration date of the existing Contract. The Proposer shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

[REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2025-618

Agenda Date: 12/16/2025

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 authorizing execution of an amendment to the Traffic Signal and Indemnity and Hold Harmless Agreement with JM Family Automotive, LLC, f/k/a JM Family Enterprises, Inc., to replace the traffic control signals at the crosswalk of Jim Moran Boulevard with a high-intensity activated crosswalk signal; providing for implementation and an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

On October 16, 2018, JM Family Enterprises entered into a traffic signal and indemnity and hold harmless agreement with the City in connection with JM Family Enterprises's redevelopment of the JM campus. The Agreement gave JM Family permission to remove an existing pedestrian traffic signal and construct an intersection traffic signal on Jim Moran Blvd. Recently JM Family contacted the City with the request to make the following modifications:

1. Modify the current mid-block pedestrian crossing in front of the Welcome Center by installing a hybrid traffic control signal;
2. Replace pavers at the southern crossing near Hillsboro Blvd; and
3. Extend the sidewalk on the west side of Jim Moran Blvd. in front of the park/201 building to enhance accessibility for those that utilize the train station (collectively, the "Signal Replacement")

JM Family submitted an Engineering permit to the City for the Signal Replacement. Upon review of the permit, the improvements were deemed acceptable. The permit cannot be approved until the existing agreement is amended and approved by the City Commission.

Current Activity

The enclosed Resolution approves and authorizes execution of an amendment to the Agreement to update JM's entity name, update the notice provisions, address the Signal Replacement and provide for continued indemnification of the City in connection with the Signal Replacement and the HAWK signal.

Recommendation

Staff recommends approval.

RESOLUTION NO. 2025/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING AND AUTHORIZING EXECUTION OF AN AMENDMENT TO THE TRAFFIC SIGNAL AND INDEMNITY AND HOLD HARMLESS AGREEMENT WITH JM FAMILY AUTOMOTIVE, LLC, F/K/A JM FAMILY ENTERPRISES, INC., TO REPLACE THE TRAFFIC CONTROL SIGNALS AT THE CROSSWALK OF JIM MORAN BOULEVARD WITH A HIGH-INTENSITY ACTIVATED CROSSWALK SIGNAL; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, the City of Deerfield Beach (the “City”) and JM Family Enterprises, Inc., now known as JM Family Automotive, LLC, (“JM”) entered into a Traffic Signal and Indemnity and Hold Harmless Agreement, dated October 16, 2018, (the “Agreement”), which provided for JM to remove an existing pedestrian crossing traffic signal and construct an intersection traffic signal on Jim Moran Blvd. north of Hillsboro Blvd. (the “Existing Traffic Signal”) in connection with JM’s redevelopment of the JM campus; and

WHEREAS, as a condition of the City issuing a permit for the Existing Traffic Signal, JM entered into the Agreement with the City, which provides for JM to indemnify, defend, and hold the City harmless from and against all liability and claims arising out of or in connection with the Existing Traffic Signal; and

WHEREAS, JM now desires to replace the Existing Traffic Signal at the crosswalk on Jim Moran Blvd. located at approximately 200 Jim Moran Blvd. with a High-Intensity Activated Crosswalk (HAWK) signal (the “Signal Replacement”), and JM has submitted an application to the City for an engineering permit to effectuate the Signal Replacement; and

WHEREAS, staff recommends that the City Commission approve and authorize execution of the amendment to the Agreement, attached as Exhibit “1”, (the “Amendment”) in order to amend the Agreement to update JM’s entity name, update the notice provisions, address the Signal Replacement and provide for continued indemnification of the City in connection with the Signal Replacement and the HAWK signal.

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

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

Section 2. The City Commission hereby approves the Amendment to the Agreement with JM, attached as Exhibit “1”, to provide for the Signal Replacement.

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

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

AMENDMENT TO TRAFFIC SIGNAL AND INDEMNITY AND HOLD HARMLESS AGREEMENT

This amendment to Traffic Signal and Indemnity and Hold Harmless Agreement dated October 16, 2018 (the “Amendment”), is entered into as of _____ (the “Effective Date”), by and between JM Family Automotive LLC, a Delaware limited liability company (successor by conversion to JM Family Enterprises, Inc.), its subsidiaries and affiliates (collectively, “JMF”) and the City of Deerfield Beach, Florida (the “City”). Each of JMF and the City are referred to herein as a “Party” and together as the “Parties”.

WHEREAS, the Parties previously entered into that certain Traffic Signal and Indemnity and Hold Harmless Agreement, dated October 16, 2018 (the “Original Agreement”);

WHEREAS, terms used in this Amendment and not defined herein have the definitions given to them in the Original Agreement when used in this Amendment;

WHEREAS, JM Family Enterprises, Inc. (“JMFE”) changed its name to JM Family Automotive and converted from a corporation to a limited liability company;

WHEREAS, the Original Agreement provided for JMFE to remove an existing pedestrian crossing traffic signal and construct an intersection traffic signal on Jim Moran Blvd. north of Hillsboro Blvd. (the “Existing Traffic Signal”) in connection with JMFE’s redevelopment of the JMF campus, and for JMFE to indemnify, defend, and hold the City harmless from and against all liability and claims arising out of or in connection with the Existing Traffic Signal;

WHEREAS, JMF has submitted a permit application to the City to replace the Existing Traffic Signal at the crosswalk on Jim Moran Blvd. located at approximately 200 Jim Moran Blvd. with a High-Intensity Activated Crosswalk (HAWK) signal (the “Signal Replacement”);

WHEREAS, the Parties desire to amend the Original Agreement as set forth in this Amendment.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree that the Original Agreement shall be amended as follows:

1. The above “WHEREAS” clauses are true and correct and are hereby incorporated into this Amendment.
2. The second Whereas clause in the Original Agreement is deleted in its entirety and replaced by the following:

WHEREAS, as a part of the aforementioned construction project, JMF desires to replace the traffic control signals at the crosswalk on Jim Moran Blvd. located at approximately 200 Jim Moran Blvd. with a High-Intensity Activated Crosswalk (HAWK) signal (the “Project”) which requires a permit to be issued by the City Engineering Department (the “Permit”).

3. All references to JM Family Enterprises, Inc. or JMFE in the Original Agreement are deleted and replaced with the name “JM Family Automotive LLC” or “JMF.”
4. In Section 8 of the Original Agreement entitled “Notices,” the notice sections for JMF and the City are deleted in their entirety and replaced as follows:

If to JMF:	If to City:
JM Family Automotive LLC	City of Deerfield Beach
Attn: Rob Naylor	Attn: City Manager
111 Jim Moran Blvd.	150 NE 2 nd Ave.
Deerfield Beach, FL 33442 Rob.naylor@jmfamily.com	Deerfield Beach, FL 33441 RBrimlow@deerfield-beach.com
With a copy to:	With a copy to:
JM Family Automotive LLC	City of Deerfield Beach
Attn: Legal Department	Attn: City Attorney
100 Jim Moran Blvd.	2255 Glades Road, Suite 200E
Deerfield Beach, FL 33442 Maria.mayer@jmfamily.com	Boca Raton, FL 33431 ASoroka@wsh-law.com

5. Except as expressly amended, modified and supplemented hereby, the Original Agreement is, and shall remain, in full force and effect in accordance with its terms. The indemnification, defense and hold harmless obligations set forth in the Original Agreement shall apply and shall be in full force and effect with respect to the Existing Traffic Signal, the Signal Replacement and the Project, including the HAWK signal.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date set forth above.

JM FAMILY AUTOMOTIVE LLC

By: _____

Name: _____

Title: _____

Date: _____

THE CITY OF DEERFIELD BEACH

By: _____

Name: _____

Title: _____

Date: _____

TRAFFIC SIGNAL AND INDEMNITY AND HOLD HARMLESS AGREEMENT

THIS TRAFFIC SIGNAL AND INDEMNITY AND HOLD HARMLESS AGREEMENT ("Agreement") is made as of this 16th day of October 2018, by and between JM Family Enterprises, Inc., its subsidiaries and affiliates (collectively, "JMFE") and the City of Deerfield Beach, Florida (the "City"). Each of the City and JMFE are referred to herein as a "Party" and collectively as the "Parties".

W I T N E S S E T H

WHEREAS, JMFE is completing a construction project on its campus located on Jim Moran Blvd. in Deerfield Beach, Florida;

WHEREAS, as a part of the aforementioned construction project, JMFE desires to remove an existing pedestrian crossing traffic signal and construct an intersection traffic signal on Jim Moran Blvd. north of Hillsboro Blvd. (the "Project") which requires a permit to be issued by the City (the "Permit");

WHEREAS, as a condition to the issuance of the Permit, the City is requiring JMFE to execute this Agreement; and

WHEREAS, JMFE agrees to provide the indemnity and hold harmless and other assurances specified below.

NOW THEREFORE, as a condition of the City's issuance of the Permit to complete the Project, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. JMFE shall indemnify, defend, release and forever hold harmless the City, its officials and employees from and against all liability, demands, claims, suits, losses, damages, causes of action, fines or judgments (including costs, attorneys' and witnesses' fees and expenses incident thereto) arising out of or in connection with the Project. The City and JMFE shall each give to the other prompt written notice of any such demand, claim, or suit and the City shall have the right, but not the obligation, to defend or participate in the defense thereof. JMFE agrees that the City shall not be liable for any claims, losses or damages arising out of the Project unless such claims, losses or damages are caused directly by the City's negligence. JMFE's indemnification and hold harmless obligations shall commence immediately and apply to any liability, demands, suits, losses, claims, damages, fines or judgments arising from the Project. This indemnification includes any claims based on negligence, action, or inaction of JMFE, and includes claims for all injuries, including death. Nothing herein shall be deemed to waive City's sovereign immunity rights under Section 768.28, Fla. Stat, or any other limitation on municipal liability as provided for by law.
2. JMFE shall provide, pay for and maintain in force the following insurance coverage listed below at all times during the term of this Agreement. The City shall be named as an additional insured under the Commercial General Liability policy. Waiver of subrogation shall also apply for the Commercial General Liability Policy as to the City. The insurance requirements itemized below shall be provided on behalf of all contractors and subcontractors hired by JMFE to cover their operations performed in connection with the Project.

Commercial Liability Insurance - A General Commercial Liability Insurance Policy shall be provided which shall contain limits of no less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury liability, personal injury liability and property damage liability on a per project basis, and shall contain limits of no less than Two Million Dollars (\$2,000,000.00) aggregate.

Business Automobile Liability - Business Automobile Liability shall be provided with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence or combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage shall be for all hired, borrowed, owned and non-owned vehicles.

3. JMFE shall comply with, and throughout the term of this Agreement maintain the Project in accordance with, all Federal, state and local laws, rules and regulations applicable to the Project, including but not limited to the ADA, and any applicable Broward County or FDOT regulations governing traffic control devices, pedestrian walkways and use of rights-of-way.
4. JMFE shall only use properly licensed and insured contractors to perform work in connection with the Project.
5. JMFE represents that (i) JMFE has consulted with Broward County (the "County") in connection with the Project, (ii) that the County had no objections to the Project and (iii) any necessary County approvals for the Project have been obtained from the County. If requested by the City, JMFE shall provide written documentation confirming the representations made by JMFE in this paragraph.
6. The City shall have the right to revoke the Permit in the event JMFE fails to comply with the terms of this Agreement and such non-compliance is not corrected within ten (10) business days of JMFE's receipt of a written notice of non-compliance from the City. In the event the Permit is revoked and upon written request from the City, JMFE shall remove the Project and restore the affected property areas to their original condition within ninety (90) days of the non-compliance notice.
7. The term of this Agreement shall commence upon execution and shall continue for a three (3) year period thereafter (the "Initial Term"). Upon the conclusion of the Initial Term, this Agreement shall automatically renew for successive one year periods unless, at least ninety days prior to the end of the current term, the City gives JMFE written notice of the City's intention to terminate the Agreement, in which case the Agreement will expire at the end of such term and JMFE shall be required to remove the Project and restore the affected property areas to their original condition within sixty days after the effective termination of the Agreement. The City may execute such termination right in the event (i) the County issues a written objection to the Project or seeks control over the subject intersection traffic signal at the Project location, or (ii) the City Manager determines, in the City Manager's sole discretion, that the Project creates a threat to the health, safety or welfare of the residents or visitors of the City.
8. Any notice, demand or other communication to a party to this Agreement that is required under this Agreement shall be given in writing to the following designated persons at the address or e-mail address set forth below, and shall be deemed delivered (a) when sent by e-mail, (b) when delivered by personal delivery, (c) three (3) days after being deposited with the United

States Postal Service for mailing by first class mail, postage pre-paid, certified mail with return receipt requested (regardless of whether the return receipt is subsequently received), or (d) one (1) day after being deposited with a nationally recognized courier service for overnight delivery.

FOR CITY:

Burgess Hanson, City Manager
City of Deerfield Beach
150 NE 2nd Avenue
Deerfield Beach, FL 33441
baahanson@deerfield-beach.com

With a Copy to:
City Attorney
City of Deerfield Beach
1200 N. Federal Hwy, Suite 312
Boca Raton, FL 33432
ASoroka@wsh-law.com

FOR JMFE:

Rick Jorden, Director of Design, Construction & Real Estate
JM Family Enterprises, Inc.
111 Jim Moran Blvd.
Deerfield Beach, FL 33442
Rick.jorden@jmfamil.com

With a Copy to:
Associate General Counsel
JM Family Enterprises, Inc.
111 Jim Moran Blvd.
Deerfield Beach, FL 33442
Sharaine.sibblies@jmfamil.com

9. This Agreement shall be construed in accordance with the laws of the State of Florida. The venue for any litigation arising from this Agreement shall be in Broward County, Florida.
10. JMFE's indemnification, hold harmless and property restoration obligations set forth herein shall survive the termination or expiration of this Agreement. In the event this Agreement is terminated by the City, the indemnification and hold harmless obligations set forth herein shall not be applicable for incidents occurring after the effective termination of this Agreement and proper removal of the Project and restoration of the affected areas by JMFE.
11. Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full and legal authority.

TRAFFIC SIGNAL AND INDEMNITY AND HOLD HARMLESS AGREEMENT

IN WITNESS WHEREOF, City and JMFE have set their hand and seal as of the day and year first written above.

THE CITY OF DEERFIELD BEACH

By: Burgess Hanson

Name: Burgess Hanson

Title: City Manager

Date: 10/16/18

JM FAMILY ENTERPRISES, INC.

By: Michael Tiufekchiev

Name: Michael Tiufekchiev

Title: Vice President, Enterprise Services

Date: 10/11/18



**JM Family
Enterprises**

100 Jim Moran Boulevard
Deerfield Beach, Florida 34422

October 13, 2025

Subject: Request to Amend Traffic Signal and Indemnity and Hold Harmless Agreement Dated October 12, 2018

Dear Mr. Power,

At the request of the City, JM Family reached out to all our neighbors on Jim Moran Boulevard via certified mail to notify them of our desire to modify the existing crosswalks. Letters were mailed on August 26, 2025. We had one neighbor request additional information on the proposed modifications and received no objections.

Attached is a copy of the letter for reference.

We are grateful for the City's time, consideration and support for these changes so that we may continue to keep our associates safe on campus.

Warm regards,

Rob Naylor

Director of Design & Construction
JM Family Enterprises, Inc.
Mobile: 954-480-7894
Rob.Naylor@jmfamily.com

Where the customer comes first"





100 Jim Moran Boulevard
Deerfield Beach, Florida 34422

August 26, 2025

Subject: Request for Support – Pedestrian Safety Enhancements on Jim Moran Boulevard

Dear Sir or Madam,

I hope this message finds you well. I'm reaching out on behalf of JM Family Enterprises to share an important initiative aimed at improving pedestrian safety and accessibility along Jim Moran Boulevard, and to kindly request your support.

We are proposing to modify the current mid-block pedestrian crossing in front of our Welcome Center on Jim Moran Blvd. by installing a hybrid traffic control signal. The new signal would be pedestrian-activated and result in a brief 7–9 second pause in traffic to allow for safe crossing. While we have not had any reported incidents of pedestrians being struck at this crossing, there have been **multiple near misses**, which have raised concerns—especially during peak pedestrian hours of **7:45 AM to 9:00 AM** and **4:45 PM to 6:00 PM**. This signal would replace the current pedestrian-activated flashing beacons.

In addition to this improvement, we plan to:

- **Replace pavers** at the southern crossing near Hillsboro Boulevard (note: no changes are proposed to the existing traffic signal at that location).
- **Extend the sidewalk** on the west side of Jim Moran Boulevard, in front of the park and our 201 building. The objective of the extension is to enhance accessibility and convenience for all commuters, including your employees and customers that utilize the nearby train station on Hillsboro Boulevard.

We believe these enhancements will contribute to a safer and more accessible environment for everyone who works and visits our street. Your support is essential to moving forward with these improvements, and we would greatly appreciate your support.

If you have any questions or would like to discuss the proposal further, feel free to reach out—I'd be happy to connect. We would really appreciate it if you could **please respond within five (5) business days** with any questions, concerns or objections you may have. We plan to proceed with the necessary permitting with the city by September 10, 2025.

Thank you for your time and consideration.

Warm regards,

Rob Naylor

Director of Design & Construction

JM Family Enterprises, Inc.

Mobile: 954-480-7894

Rob.Naylor@jmfamily.com



