



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
January 6, 2026
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: December 2, 2025

ACKNOWLEDGEMENT OF CITY BOARD MINUTES

Code Compliance Meeting Minutes

Attachment: October 28, 2025

African American Heritage Board Meeting Minutes

Attachment: November 13, 2025

Charter Review Board Meeting Minutes

Attachment: November 20, 2025

APPROVAL OF THE AGENDA

January 6, 2026

ZOOM INFORMATION

Join Zoom Meeting by clicking the below link:

<https://deerfield-beach.zoom.us/j/82681161639?pwd=BevsedAp7BfeADliUnajfuiRWsLq2M.1>

Join Zoom Meeting via telephone by dialing:

Call-in Number: (305) 224-1968

Meeting ID: 826 8116 1639#

Participant ID: #

Passcode: 525607#

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 Lawanna Strowbridge for her distinguished service and invaluable contributions to the African American Heritage Board.**

Sponsor: Vice Mayor Ben Preston

PRESENTATIONS

- 2. Presentation regarding the Grow Deerfield Beach: Spend Local, Save Local campaign.**

Sponsor: Department of Economic Development

Attachment: Grow Deerfield Beach

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 - AGREEMENTS & EXPENDITURE REQUESTS

- 3. Resolution 2026/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the submission of a modification request to the Florida Department of Environmental Protection Grant Agreement No. LPA0508 to extend the performance period through September 30, 2026 and extend the Grant Agreement for the Martin Luther King Jr. Avenue Stormwater Project until March 31, 2027; authorizing execution of the amendment to the Grant Agreement; providing for conflicts, implementation, and an effective date.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Community Services

Attachment: Florida Department of Environmental Protection

- 4. Resolution 2026/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the award of a community participation grant to Deerfield Beach Little League, Inc. in the amount of \$18,000.00 and use of city facilities to support youth baseball programs within the City; approving and authorizing execution of a facility use agreement with Deerfield Beach Little League for a three-year term, with two one year renewal options; providing for implementation, conflicts, severability, and an effective date. (Funds from Account #100-700-720-7202-000-57200-503914 - Athletic Program Supplement)**

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: Deerfield Beach Little League, Inc.

DEPARTMENTAL BUSINESS

5. **ORDINANCE 2026/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING SECTION 66-58 "PARKING PROHIBITED ON CERTAIN STREETS AND COMMERCIAL VEHICLE PARKING RESTRICTIONS" OF THE CITY CODE OF ORDINANCES TO PROHIBIT PARKING ON THE SWALES AND MEDIANS OF SE 19TH AVENUE FROM SE 6TH STREET TO SE 8TH STREET; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.**

Suggested Action: Commission to vote on Ordinance and set public hearing for January 20, 2026

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

Sponsor: Commissioner Michael Hudak

Attachment: Parking Restrictions

6. **Presentation and potential action regarding public safety services.**

Suggested Action: Motion on decision of Commission

Sponsor: Office of Public Safety

Attachment: Public Safety Services

COMMENTS BY ADMINISTRATION & LEGAL

COMMENTS BY MAYOR & CITY COMMISSION

ADJOURNMENT

FUTURE CITY COMMISSION MEETINGS

Regular City Commission Meeting - Tuesday, January 20, 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, December 2, 2025

7:00 PM

Commission Chambers

CALL TO ORDER AND ROLL CALL

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

Present:

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

Also Present:

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

MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

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

APPROVAL OF CITY COMMISSION MINUTES

Regular City Commission Meeting Minutes - November 4, 2025

MOTION was made by Commissioner Plaut, seconded by Commissioner Hudak 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

Non-Uniformed Employees' Retirement Plan Meeting Minutes - August 11, 2025
Education Advisory Board Meeting Minutes - September 3, 2025
Charter Review Board Meeting Minutes - October 16 & 27, 2025
African American Heritage Board Meeting Minutes - October 9, 2025
Hillsboro Inlet District Meeting Minutes - October 13, 2025
Community Appearance Board Meeting Minutes - October 8 & 22, 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

December 2, 2025

MOTION was made by Commissioner Hudak, seconded by Vice Mayor Preston, to approve the agenda as amended, adding an update regarding SE 8th Avenue. Voice Vote:

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

Nays: 0

AWARDS & RECOGNITION

1a. Presentation of ceremonial checks by Richard Waltzer, Florida Inland Navigation District Commissioner, to the City of Deerfield Beach for the Sawgrass to Seagrass Center Project and Broward County for the Deerfield Island Park Enhancements Project.

Commissioner Waltzer presented ceremonial checks to the City of Deerfield Beach for the Sawgrass to Seagrass Center Project and Broward County for the Deerfield Island Park Enhancements Project. Thereafter, he provided a brief overview of the purpose and mission of the Florida Inland Navigation District.

The Commission thanked Mr. Waltzer.

Dan West, Broward County Parks & Recreation Director, thanked Mr. Waltzer. Thereafter, he thanked Deerfield Beach leadership for their efforts, and recognized Friends of Deerfield Island Park. Lastly, he provided a brief overview of how the monies will be utilized.

Mr. Waltzer stated that he will ensure funding is available next year for these projects.

PRESENTATIONS

1b. Update regarding SE 8th Avenue.

Eric Power, Deputy City Manager, highlighted a brief PowerPoint presentation. He explained that at the City Manager's request, a third party, Chen Moore and Associates, was hired to evaluate all available information related to the flooding within the SE 8th Avenue area and planning reports, design plans, drainage calculations, and permit documents for the recently completed SE 8th Avenue stormwater improvements along with previous engineering studies conducted by the City. Additionally, Chen Moore and Associates was tasked with identifying any potential deficiencies to the recently completed SE 8th Avenue stormwater improvements and any potential modifications for the recently completed SE 8th Avenue stormwater improvements, which would reduce future flooding risks in the area. Furthermore, key issues identified included low topography on SE 8th Avenue, whereby, some places are up to two feet lower than surrounding areas; drainage basin constraints, whereas, the outfalls prioritize areas closer to the Hillsboro canal; exfiltration trench system, which helps with routine rainfall, but will not prevent flooding for extreme events; improvements did reduce flood duration for the October 26, 2025 rainfall event, but inundation inevitable under extreme conditions; and alternatives, i.e. land acquisition to create local stormwater retention, stormwater pump station, deep injection wells, improve outfall and floodproofing of homes, that are costly and approvals must be obtained, which is concerning to staff, as runoff is highly regulated by the State and Broward County.

Continuing, Mr. Power said in 2004, a preliminary report recommended exploring a stormwater pump station. In 2021, the Master Plan identified SE 8th Avenue as a critical flood-prone area. In 2022-2023, the design reports adjusted trench locations, and added backflow preventors, and the 2025 flood report confirmed improvements in the reduction of standing water over multiple days, but the current improvements cannot avoid flooding under extreme storms. Mr. Power explained that the project is not finalized, whereby, to ensure project effectiveness, the following must still occur: conduct as-built survey to verify installation accuracy, perform inspection of contraction deficiencies, obtain engineer of record certification; and run post-construction modeling for October 26th event, which would be a separate cost. Additional short-term recommendations include: the City having a better emergency response plan; homes routinely impacted by flooding must consider flood proofing measures to protect their homes; and per Commissioner Hudak's recommendation, evaluate state and federal funding for resilient infrastructure for impacted residents, which city staff is struggling to locate at this time, but will continue to research.

PRESENTATIONS - CONTINUED

Moreover, Mr. Power said the long-term recommendations include conducting a Phase II analysis of the area to review the possibility of additional backflow preventors at control structures #59 and #108; stormwater injection wells for incremental relief; investigating innovative flood control technologies; evaluating feasibility of a stormwater pump station; and evaluating the expansion of regional drainage improvements. Further, it was concluded that the project improvements worked to prevent multiple day standing water, but cannot fully protect against extreme events, as that is not what it was designed to do. The pump station remains a potential solution; however, they are costly, complex, additional approvals are needed from the State and County, and it does not guarantee that the flooding of homes won't occur. A multi-pronged approach is recommended for Phase II, which will include public input at multiple stages, infrastructure upgrades, property-level mitigation and flood proofing, new emergency response protocols, innovative technologies, and external funding support. Lastly, he said the full report is available on the City's website.

In response to Mayor Drosky's question, Mr. Power replied that a scope must be developed and a funding course must be identified. Once those are in place, staff can go through the procurement process to hire a consultant.

In response to Commissioner Hudak's questions, Mr. Power replied that the report indicated that the drainage project did help with the alleviation of stormwater once the rain event ended. Further, he said the process for on call staffing will be revamped, and staff will undergo exploratory training. Additionally, several protocol changes have been made to the after-hours call line. Mr. Power said when staff is aware of a storm, sand bags are made and provided; nevertheless, they can only do so much and can only be used once. Lastly, he said staff is evaluating what equipment can be utilized, as well as where the water can be discarded.

In response to Commissioner Shanetzky's question, Mr. Power replied that two sewer issues have been identified, but they were not caused by the City's pipe.

Commissioner Preston said although the presentation was informative, it did not offer any solutions. Further, he expressed concerns with spending money on consultants who continue to provide the same information; therefore, if funds are being allocated, he believes there must be solutions in place. He agreed with including the public throughout the process, as their ideas should be heard and welcomed.

In response to Commissioner Preston's question, Mr. Power replied that the issues could be resolved if there was a low-lying area for the water to flow to; however, staff would have to evaluate how it would flow to ensure it would not impact other homes.

In response to Commissioner Shanetzky's question, Mr. Power replied that staff was aware of the situation; nonetheless, staff can localize to SE 8th Avenue in order to resolve the issue, whereas, he is unaware of what Boca Raton did.

Mayor Drosky opened the public hearing.

Roger Freitag, 418 SE 2nd Street, Deerfield Beach, recommended utilizing the vacant space just to the south of the Peggy Noland Aquatic Center as a retention area.

Jillian Lerner, 500 SE 8th Avenue, Deerfield Beach, stated that five years ago, her home was flooded and her family was displaced; however, the water was at least moving. In this recent flood event, the water did not move. Thereafter, she commented on ambulances being unable to get to their homes due to the flooding, which is concerning.

Thomas Noland, 406 SE 8th Avenue, Deerfield Beach, stated that he appreciates the City's time and efforts, but putting money back into our homes is concerning, when the City has no solution in place. Further, he stated that this flood was worse than the one five years ago, due to the middle school parking lot being tied into the 8th Avenue project. He stated that pumps will be the only option to move the water. Lastly, he said the failures need to be evaluated in order for solutions to be generated.

PRESENTATIONS - CONTINUED

Willie Rosetta Graham Bracey, 501 NW 1st Terrace, commented on the flooding near her home, which is concerning as she is unable to leave her home.

Brian Bennett, 650 SW 14th Place, Deerfield Beach, said he was unaware of the flooding on SE 8th Avenue, but stands behind Mr. Power and his word to remedy the situation. Further, he agreed that solutions must be generated, and recommended looking to see what other cities are doing.

Dorian Duff, 500 SE 8th Avenue, Deerfield Beach, recommended that the City buy out the block and turn it into an educational park or raise all the homes.

David Evanosky, 514 SE 7th Avenue, Deerfield Beach, expressed frustration with the water being diverted from the ball field on 6th Avenue, to our neighborhood, then across Federal Highway down to Little Harbor. Thereafter, he recommended that a pipe be run down 6th Avenue to Pioneer Park to drain the water and implementing a CERT Team.

Mayor Drosky closed the public hearing.

Commissioner Preston spoke in support of the City purchasing the homes or creating a retention area near the Aquatic Center.

Commissioner Shanetzky commented on his conversation with a CERT member, who advised that they can train residents in District 1.

Mayor Drosky said all options, even those that are radical, are being considered and evaluated.

PUBLIC HEARING - SECOND READING

2. P.H. 2025-010: ORDINANCE 2025/013 - 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.

Anthony Soroka, City Attorney, explained that this ordinance provides an additional enforcement mechanism. Further, based on concerns mentioned during the first reading, two changes have been made, 1) provide the ability for a code enforcement officer to issue a warning if the code enforcement officer determines that a snipe sign or temporary sign violation is the first violation by the violator and there are mitigating circumstances with respect to the violation, and 2) clarify the ability to contest such violations by requesting a hearing within 15 days of receipt of the citation.

Commissioner Preston spoke in support of the Ordinance, especially for those outside of the City who take advantage.

In response to Commissioner Shanetzky's question, Mr. Soroka replied that he is unsure who advised him that churches and synagogues were exempt, whereby, this does not exempt any private entities, non-profits, etc. Further, he stated the City does not perform selective enforcement.

In response to Commissioner Shanetzky's comment, Mayor Drosky stated that this is for signage on public property only; nonetheless, if a church or synagogue accidentally places a sign on public property, a warning would be issued.

PUBLIC HEARING - SECOND READING - CONTINUED

In response to Commissioner Shanetzky's question, Rodney Brimlow, City Manager, replied that if public property is allowed to be utilized by churches and synagogues, then vehicular visibility issues will occur.

Mr. Soroka stated that years ago, the U.S. Supreme Court issued a decision in *Town of Gilbert v. Reed*, which held that regulating signage based on its message is a form of content-based discrimination.

Commissioner Plaut spoke in support of the Ordinance, as it will clean up the City. Thereafter, he commented on the permit process the City has in place for the use of signage in the public rights-of-way.

Pastor Ron Harper, 432 SW 10th Court, Deerfield Beach, said he was unaware of the code and has had signs removed by code compliance, which he wanted back. He explained that they ordered snipe signs for the JoyFest and asked if they can be put throughout the City if he obtains a permit.

In response to Commissioner Plaut's comment, Mr. Soroka explained that if signs are located on their property, a permit is not required; however, if they want to add signs elsewhere, not necessarily throughout the City, a special permit application can be submitted.

Thereafter, Pastor Harper commented on the JoyFest and requested assistance from the City for the stage, lighting, and sound.

Janice Fulmore-Tigner, 1090 SW 4th Terrace, Deerfield Beach, thanked the Commission for the changes made since first reading. Thereafter, she commented on signs being removed from her property.

Pastor Williams, 129 NE 6th Court, Deerfield Beach, said their church services are held at the Women's Club and they have signage along the front of the building, which is considered their property, correct?

Gwyndolen Clarke-Reed, 1430 SW 6th Way, Deerfield Beach, said when churches have events, they place A-Frame signs in the front of the church, which is compliant, correct?

Mayor Drosky replied no. Thereafter, he closed the public hearing.

MOTION was made by Commissioner Hudak, seconded by Vice Mayor Preston, to approve Item 2, adopted Ordinance 2025/013. Roll Call:

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

PUBLIC COMMENT

Willie Rosetta Graham Bracey, 501 NW 1st Terrace, Deerfield Beach, commented on law enforcement being parked in her front yard, as well as dogs running around her neighborhood unleashed. Further, she said traffic continues to be blocked on Hillsboro Boulevard and NW 2nd Avenue.

Brittany Poitier-Doening, 5281 NE 14th Avenue, Pompano Beach, provided a brief overview of her organization, Driven by Passion and Purpose Association, as well as Women in Distress.

Bernie Parness, 3074 Harwood F, Deerfield Beach, commented on an article he wrote to the Editor, as well as the Pelican.

Julie Rodriquez, 150 SE 7th Street, Deerfield Beach, said lights were installed on 2nd Avenue, but now they are out, which is extremely dangerous.

Roger Freitag, 418 SE 2nd Street, Deerfield Beach, expressed disappointment with the City not providing any funding to those affected by the flooding on SE 8th Avenue. Thereafter, he read a prepared statement regarding the ongoing negotiations for law enforcement and fire rescue services.

PUBLIC COMMENT - CONTINUED

Jonathan Ounjian, 1938 NE 6th Street, Deerfield Beach, commented on the issues he's faced with the Broward Sheriff's Office (BSO). Thereafter, he spoke in support of bringing services in-house, as he believes there will be more accountability. Lastly, he commented on the missing benches near the Break House and stated that sightseeing on the pier should be free for Deerfield Beach residents.

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

Commissioner Shanetzky commented on Item 3.

Mayor Drosky opened the public hearing on Items 3 - 10; however, there were none to speak and the public hearing was closed.

MOTION was made by Vice Mayor Preston, seconded by Commissioner Shanetzky, to approve Items 3 - 10 in concert. Roll Call:

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

- 3. Resolution 2025/195 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an Interlocal Agreement with the Town of Hillsboro Beach for fire and emergency medical services for a one-year term with four, one year renewal options; authorizing the City Manager to execute the Interlocal Agreement; providing for severability, implementation, and an effective date.**
- 4. Resolution 2025/203 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a seventh work authorization with Coastal Protection Engineering, LLC and the Town of Hillsboro Beach for professional engineering services for post-construction physical and biological monitoring services in an amount not to exceed \$207,664.63 for the City's 50% share of the cost; providing for execution and an effective date. (*Funds from Account #399-300-340-3701-000-53700-506530 - CIP - Infrastructure - Joint Beach Renourishment*)**
- 5. Resolution 2025/204 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the settlement of all claims against the City in the litigation styled James Mccully vs. City of Deerfield Beach; authorizing execution of documents necessary to effectuate the settlement; providing for an effective date. (*Funds from Account #106-100-131-1902-000-51900-503770 - General Liability Legal*)**
- 6. Resolution 2025/205 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the settlement of all claims against the City in the litigation styled *Odette Henry vs. City of Deerfield Beach*; authorizing execution of documents necessary to effectuate the settlement; providing for an effective date. (*Funds from Account #106-100-131-1902-000-51900-503770 - General Liability Legal*)**
- 7. Resolution 2025/206 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a work authorization with Jacobs Engineering Group, Inc. to provide professional engineering services related to the preparation of the 10-year water facilities supply plan in an amount not to exceed \$157,417.00; providing for execution and an effective date. (*Funds from Account #401-300-360-3602-000-53600-503099 - Other Professional Services*)**
- 8. Resolution 2025/207 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a work authorization with WGI, Inc. to provide professional engineering construction administration services related to the Pioneer Park Pier No. 5 Dock Replacement Project in an amount not to exceed \$66,376.95; providing for execution and an effective date. (*Funds from multiple accounts*)**

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS - CONTINUED

9. Resolution 2025/208 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving and authorizing execution of a Second Amendment to the construction contract with Layne Christensen Company for the rehabilitation of the Floridan Aquifer Raw Water Wells Project to extend the substantial completion date for the project to June 1, 2026, and the final completion date to July 1, 2026; providing for implementation and an effective date.
10. Resolution 2025/209 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a work authorization with Hazen and Sawyer, P.C. to provide professional engineering services related to the Deep Injection Well Project at the West Water Treatment Plant in an amount not to exceed \$65,284.00; providing for execution and an effective date. (Funds from Account #413-300-360-3603-000-53600-506530 - Utilities Capital/CIP Infrastructure)

COMMENTS BY ADMINISTRATION & LEGAL

CITY ATTORNEY - None.

CITY MANAGER - None.

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

National League of Cities - Commissioner Hudak commented on the event, whereby, they visited their Olympic Village, which was turned into a training center for future athletes. Additionally, the space is utilized by the public as a park. Further, he said Deerfield Beach has many assets that could be utilized for similar projects or programs.

COMMISSIONER SHANETZKY**DISTRICT 3**

Century Village - Commissioner Shanetzky commented on the main gate, which is awaiting inspections that must be called in by the contractor. Thereafter, he commented on a sound wall that was installed; however, Durham only has a fence, which is causing lights to shine into homes, so Master Management is looking into it. Further, a Farmer's Market will occur every first and third Friday morning at 9:00 a.m. near the main parking lot.

Crystal Lake - Commissioner Shanetzky commented on the upgrades to the recreation building. Thereafter, he thanked staff for the installation of the sidewalk on NW 18th Avenue near Green Road. Further, he commented on the NW 45th Street Stormwater Project, which has been successful thus far.

Meadows of Crystal Lake - Commissioner Shanetzky said Broward County Mayor Mark Bogen will be speaking on December 8th, as well as representatives from Broward Hospital.

Sandpiper Pointe - Commissioner Shanetzky commented on the HOA meeting he will be attending. Thereafter, he commented on other meetings he will be attending.

American Legion Post 286 - Commissioner Shanetzky stated that he and Vice Mayor Preston handed out thanksgiving meals to residents in District 2.

Click and Fix It - Commissioner Shanetzky commented on software Boca Raton and Fort Lauderdale has, and requested that city staff look into it.

Property Taxes - Commissioner Shanetzky commented on the amount of revenue the City would lose should this bill be passed.

COMMENTS BY MAYOR & CITY COMMISSION - CONTINUED

Law Enforcement and Fire Recue Services - Commissioner Shanetzky stated that he has not made a decision; however, information must be obtained, so everyone can be properly informed.

COMMISSIONER PLAUT**DISTRICT 4**

Events - Commissioner Plaut commented on the National League of Cities event. Thereafter, he commented on a meeting he will be attending for the Tax and Finance Committee.

Property Taxes - Commissioner Plaut commented on the negative affects this bill will have on cities.

VICE MAYOR PRESTON**DISTRICT 2**

Deerfield Beach Community Cares - Vice Mayor Preston commended them for a job well done. Thereafter, he commented on the community garden near Stanley Terrace, as well as the Genesis Health.

Law Enforcement and Fire Recue Services - Vice Mayor Preston said there has been no decision made regarding public safety services.

Thank You - Vice Mayor Preston thanked Eric Power, Deputy City Manager, for his recent efforts regarding the issues that occurred on SW 5th Avenue and 14th Street. Thereafter, he thanked Roy Davis, Code Compliance Manager, for how he handles the community.

MAYOR DROSKY

Hurricane Season - Mayor Drosky reminded everyone that the season ended on November 30th.

Ocean Way Holiday Event - Mayor Drosky said the event will occur on Saturday, December 6th from 5:00 p.m. to 9:00 p.m.

ADJOURNMENT

There was no additional business to discuss.

MOTION was made by Vice Mayor Preston, seconded by Commissioner Plaut, to adjourn the meeting at 9:07 p.m. Voice Vote:

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

Nays: 0

CITY OF DEERFIELD BEACH

TODD DROSKY, MAYOR

Heather Montemayor, CMC, City Clerk

CODE COMPLIANCE OF DEERFIELD BEACH

MINUTES OF A CODE COMPLIANCE HEARING

October 28, 2025

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

PRESENT: Patesha Johnson, Code Compliance Supervisor
Thomas Braga, Senior Compliance Inspector
Hector Barrett, Code Compliance Inspector
Katherine Delva, Code Compliance Inspector
Jehu Baptiste, Code Compliance Inspector
Stephen Haynes, Code Compliance Inspector
Kyle Riquelme, Code Compliance Inspector
Nickeya Clowers, Code Compliance Inspector

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

<u>Tab #</u>	<u>Case #</u>	<u>Owner's Name</u>	<u>Property Address</u>	<u>Violation</u>	<u>Disposition</u>
1	25090047	BIEN-AIME,HERO	1341 SW 5 TER, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS NOT PRESENT FINAL ORDER ISSUED COMPLY BY 12-5-2025 \$200 PER DAY \$80 PROSECUTION COST
2	25060121	TIVOLI FAIRWAY INVESTMENTS LLC	550 FAIRWAY DR, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT – DONALD ANDERSON EXT TO 12-5-2025
4	25050007	HILLSBORO COVE CONDOMINIUM ASSOCIATION INC	1365 E HILLSBORO BLVD, DEERFIELD BEACH, FL 33441	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(2) Building Safety Inspection 40+ Year	RESPONDENT WAS PRESENT – KATHLEEN FINAL ORDER ISSUED COMPLY BY 12-5-2025 \$250 PER DAY \$80 PROSECUTION COST
5	25040030	DEERFIELD BEACH HOTEL LLC	100 FAIRWAY DR, DEERFIELD BEACH, FL 33441	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT WAS NOT PRESENT FINES IMPOSED AS OF 10-24- 2025 FOR \$250 PER DAY
6	25040033	TIVOLI TERRACE LLC	700 RICH DR, UNIT 101,DEERFIELD BEACH, FL 33441	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT WAS PRESENT – DONALD ANDERSON COMPLIED
7	25040071	VS DEERFIELD BEACH LLC	1050 SW 24 AVE, DEERFIELD BEACH, FL 33442	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT WAS PRESENT – PROJECT MANAGER FINES IMPOSED AS OF 10-24- 2025 FOR \$250 PER DAY
8	25040075	DEERFIELD HOTEL TWO LLC	1040 E NEWPORT CENTER DR, DEERFIELD BEACH, FL 33442	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT WAS PRESENT – SACHIN SHAH FINES IMPOSED AS OF 10-24- 2025 FOR \$250 PER DAY
9-20	25050005	LUTES,KATHRYN & HARRIS,KAREN	4400 NW 19 AVE, UNIT A, DEERFIELD BEACH, FL 33064	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(2) Building Safety Inspection 40+ Year	COMPLIED w/\$80 Cost
21-29	25090026	CORNELIUS,KIMBERLY J CORNELIUS,RODNEY W	233 SE 21 AVE, UNIT 201, DEERFIELD BEACH, FL 33441	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(2) Building Safety Inspection 40+ Year	RESPONDENT WAS PRESENT – A. THOMAS CONNICK, ESQ

		Attny: A. Thomas Connick			DISMISSED
30	25040072	EQUITY ONE (FL PORT) LLC %PROPERTY TAX DEPT	1301 S MILITARY TRL, DEERFIELD BEACH, FL 33442	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT WAS NOT PRESENT CON'T TO 11-12-2025
31	25040085	JAI CHANDRA HOLDING LLC	1425 E NEWPORT CENTER DR, DEERFIELD BEACH, FL 33442	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	COMPLIED w/\$80 Cost
32	25070010	ROSEN, JOEL	243 OAKRIDGE O, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS NOT PRESENT CON'T TO 11-12-2025
33	25070003	CRYSTAL LAKE COMMERCE CNTR LLC	1900 NW 44 ST, DEERFIELD BEACH, FL 33064	Chapter 98 – LAND DEVELOPMENT REGULATIONS – ARTICLE IV. – SUPPLEMENTARY REGULATIONS ARTICLE V. – ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS NOT PRESENT CON'T TO 11-12-2025
34	25050098	WILLIAMS, DIANNE & JOSEPH	171 NE 6 AVE, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS NOT PRESENT CON'T TO 11-12-2025
35	25060023	TIVOLI TRACE CONDO ASSN INC Atty: David A. Melito, Esq Grace A. White, Esq	890 TRACE DR, DEERFIELD BEACH, FL 33441	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENTS WERE PRESENT – DAVID A MELITO, ESQ & GRACE A WHITE, ESQ DISMISSED TO BE RECITED
36	25060053	HANSEN, AMANDA	4751 NE 2 TER, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS NOT PRESENT CON'T TO 11-12-2025
123	25070129	RCCH HOLDINGS-A LLC	1945 SW 15 ST, UNIT 68, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS NOT PRESENT CON'T TO 11-12-2025
126	25050066	GEM DEERFIELD GARDENS LLC	5340 NE 5 TER, DEERFIELD BEACH, FL 33064	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(2) Building Safety Inspection 40+ Year	RESPONDENT WAS NOT PRESENT CON'T TO 11-12-2025

39	25060070	7-ELEVEN INC	901 W SAMPLE RD, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT WAS NOT PRESENT FINES IMPOSED AS OF 10-24- 2025 FOR \$150 PER DAY
40	25070066	BH 825 LLC & RDR 825 LLC LJR 825 LLC & RER 1825 LLC	825 NE 42 ST, DEERFIELD BEACH, FL 33064	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IX. - CERTIFICATES OF USE Section 98-161(b) - Certificate of use permit requirements.	RESPONDENT WAS NOT PRESENT FINES IMPOSED AS OF 10-24- 2025 FOR \$150 PER DAY PER VIOLATION
42	25070007	SUNRIDER BEACH RESORT LLC ATTN: AUDREY	100 NE 20 TER, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(4) - Exterior building and structure standards.	RESPONDENT WAS NOT PRESENT HEALTH & SAFETY FINAL ORDER ISSUED COMPLY BY 11-7-2025 \$250 PER DAY \$80 PROSECUTION COST
43	25050090	MINDSET EMPOWERMENT INVESTMENT STRATEGIES LLC	310 NW 4 AVE, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(1) - Exterior building and structure standards.	RESPONDENT WAS NOT PRESENT FINES IMPOSED AS OF 10-24- 2025 FOR \$250 PER DAY
44	25070166	DISCOUNT AUTO PARTS INC % ADVANCE STORES CO INC #9189	286 W HILLSBORO BLVD, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT WAS NOT PRESENT FINES IMPOSED AS OF 10-24- 2025 FOR \$150 PER DAY PER VIOLATION
47-95	25080072	ROCHA,RACHEL SANTOS	941 CRYSTAL LAKE DR, UNIT 101,DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT WAS PRESENT – TAYLOR JACOBS CON'T TO 12-9-2025
96	25080102	GIBSON,SHAUN A SR & DONNA L & GIBSON,SHAUN A JR	1968 NE 3 ST, UNIT 1, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS; Sec 98-106 (d) (2) Vacation Rental Registration Requirement	RESPONDENT WAS NOT PRESENT FINAL ORDER ISSUED COMPLY BY 12-5-2025 \$150 PER DAY \$80 PROSECUTION COST

97	25080029	HODDINOTT,ROBERT M & LISA	104 SE 12 ST, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14-105(8) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(4) - Exterior building and structure standards.	RESPONDENT WAS PRESENT – ROBERT HODDINOTT COMPLIED
100	25060067	MDC ENDEAVOUR 1 LLC	3580 W HILLSBORO BLVD, DEERFIELD BEACH, FL 33442	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(1) - Exterior building and structure standards. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT WAS NOT PRESENT FINES IMPOSED AS OF 10-24-2025 FOR \$125 PER DAY PER VIOLATION
101	25060112	MOURAO,EDUARDO A EDUARDO A MOURAO REV LIV TR	3321 SW 1 ST, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(K)(14)(b) - Landscape Requirements.	RESPONDENT WAS PRESENT – EDUARDO MOURAO FINAL ORDER ISSUED COMPLY BY 2-6-2026 \$100 PER DAY \$80 PROSECUTION COST
102	25070001	VIVIAN PERRY IRREV TR PERRY,GERARD J TRS ETAL	1401 SW 34 AVE, DEERFIELD BEACH, FL 33442	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IX. - CERTIFICATES OF USE Section 98-161(b) - Certificate of use permit requirements.	RESPONDENT WAS NOT PRESENT FINES IMPOSED AS OF 10-24-2025 FOR \$150 PER DAY PER VIOLATION
103	25070128	MAXIME,GERTHA A CAMBRONNE,FRANTZ EST	3801 NW 4 AVE, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-74(a)(b)(c) - Swimming pools and spas require a fence or screen enclosure.	RESPONDENT WAS NOT PRESENT FINES IMPOSED AS OF 10-24-2025 FOR \$150 PER DAY

104	25080002	CORTES ESPINOSA, FERNANDO CORTES, JESSICA	4040 Eastridge Dr, Deerfield Beach, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98- 80(K)(14)(b) - Landscape Requirements.	RESPONDENT WAS PRESENT – THOMAS W JOHNSTON, ESQ FINAL ORDER ISSUED COMPLY BY 2-6-2026 \$100 PER DAY \$80 PROSECUTION COST
108	25080124	PO YING SEM REV LIV TR ALFRED SEM REV LIV TR	164 SW 3 CT, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98- 80(C)(1) - Landscape Requirements. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98- 80(C)(3) - Landscape Requirements	RESPONDENT WAS NOT PRESENT FINES IMPOSED AS OF 10-24- 2025 FOR \$150 PER DAY PER VIOLATION
110	25100014	CRD FEDERAL LLC	201 N FEDERAL HWY, DEERFIELD BEACH, FL 33441	Chapter 34 - ENVIRONMENT - ARTICLE III. - NUISANCES ARTICLE VII. - ABANDONED REAL PROPERTY Section 34-144 - Maintenance requirements.	RESPONDENT WAS NOT PRESENT FINAL ORDER ISSUED COMPLY BY 12-5-2025 \$150 PER DAY
112	25010214	CRACKER BARREL OLD COUNTRY STORE ATTN:PROPERTY MGT	1250 SW 11 WAY, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-81(d)(1) - Tree preservation.	RESPONDENT WAS NOT PRESENT FINES IMPOSED AS OF 10-24- 2025 FOR \$125 PER DAY PER VIOLATION
113	25090016	FERREIRA,GUILHERME	379 SW 33 AVE, DEERFIELD BEACH, FL 33442	Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE VI. - NUISANCE ABATEMENT PROPERTY CODE DIVISION 1. - GENERALLY Section 34-121 - Declaration of nuisance. Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE II. - NOISE CONTROL; Sec. 34-35 (3). - Specific noise prohibitions.	RESPONDENT WAS PRESENT – GUILHERME FERREIRA CON'T TO 12-9-2025
114	25090022	DEERFIELD DEVELOPMENT RESOURCES LLC	454 NE 1 AVE, DEERFIELD BEACH, FL 33441	Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE VII. - ABANDONED	DISMISSED TO BE RECITED

				REAL PROPERTY Section 34-144 - Maintenance requirements.	
115	25090041	YOUNG,EDWARD & DEBBIE	550 NE 45 ST, DEERFIELD BEACH, FL 33064	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required.	RESPONDENT WAS NOT PRESENT FINAL ORDER ISSUED COMPLY BY 12-5-2025 \$150 PER DAY \$80 PROSECUTION COST
116	25070034	209 HILLSBORO INVESTMENTS LLC	209 W HILLSBORO BLVD, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT WAS PRESENT – DONALD ANDERSON CON'T TO 12-9-2025
117	25060092	PORCARO,EDILBERTO & MARGARET	4400 NE 1 AVE, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(a) - Minimum standards for yard and landscape areas. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(e) - Minimum standards for yard and landscape areas.	RESPONDENT WAS NOT PRESENT FINES IMPOSED AS OF 10-24-2025 FOR \$150 PER DAY PER VIOLATION
118	25030009	1341 INVESTMENTS LLC	1341 SW 1 WAY, DEERFIELD BEACH, FL 33441	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IX. - CERTIFICATES OF USE Section 98-161(b) - Certificate of use permit requirements.	RESPONDENT WAS PRESENT – DONALD ANDERSON EXT TO 12-5-2025
119	25050028	DAZMAN INC	1630 W HILLSBORO BLVD, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-88.(f) Off-street parking and loading	RESPONDENT WAS PRESENT – DONALD ANDERSON EXT TO 12-5-2025
120	25010265	UNION PLANTERS NATIONAL BANK % REGIONS BANK- JENNIFER BRADFORD	225 S FEDERAL HWY, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT WAS PRESENT – CUSHLA E TALBUT, ESQ EXT TO 12-5-2025

124	24120069	SAMPLE PLAZA INC	3750 NE 3 AVE, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT WAS NOT PRESENT EXT TO 12-5-2025
A	23030022	FRANCOIS,RENAUD	4311 NE 8 AVE, DEERFIELD BEACH, FL 33064	MITIGATION	CERTIFIED FOR \$6,000 TO BE PAID IN 6 MONTHS
B	25070118	LORIMAIER,JEAN R H/E LORIMAIER,ODILIA	1360 SW 6 TER, DEERFIELD BEACH, FL 33441	REQUEST TO VACATE FINAL ORDER	CERTIFIED
C	25040102	BUSATO,RICARDO	4705 NW 4 AVE, DEERFIELD BEACH, FL 33064	REQUEST TO VACATE FINES (\$9,980)	CERTIFIED
D	25040091	OCEAN VUE LLC	1984 NE 4 ST, UNIT C-D, DEERFIELD BEACH, FL 33441	REQUEST TO VACATE FINES (\$5,330)	CERTIFIED
E	14-4075	FRIERSON,ROMAN EST % JERMAINE FRIERSON	310 NW 4 AVE, DEERFIELD BEACH, FL 33441	REQUEST TO VACATE FINES (\$1,800)	CERTIFIED
F	22060023	PINE TREE PARK CO- OP INC	609 ALAMANDA LN, DEERFIELD BEACH, FL 33442	REQUEST TO VACATE FINES (\$3,515)	CERTIFIED
G	25070089	T&C LANDSCAPES LLC	149 SE 3 CT, DEERFIELD BEACH, FL 33441	MITIGATION	CERTIFIED FOR \$2,500 TO BE PAID IN 30 DAYS

SPECIAL MAGISTRATE MINUTES

CITY OF DEERFIELD BEACH, FLORIDA

Andrew Dunkiel, Special Magistrate

Date



**City of Deerfield Beach
African American Heritage Committee Meeting Minutes
Thursday, November 13, 2025
Johnny L. Tigner Center | 445 SW 2nd Street**

CALL TO ORDER/ROLL CALL

Vice Chair Mitchell called the meeting to order on the above date at 6:42 p.m.

Present: Vice Chair Annette Mitchell
Mr. Tavares Hill
Ms. Suzanne Ffolkes
Ms. Maria Ferreiro

Absent: Ms. Barri McMillon
Ms. Shyvonna Rolle

Also Present: Vernon Neeley, Community Engagement & Special Events Coordinator
Jessica King, Manager I of Special Events
Milton Collins, City Attorney's Office

Approval of October 9, 2025 Minutes

MOTION was made by Mr. Hill, seconded by Ms. Ffolkes, to approve the minutes as submitted. The motion PASSED unanimously.

COMMENTS FROM THE PUBLIC

Lucdwin Luck, Florida Department of Financial Services introduced himself and asked how he can get involved in the community, as he is looking to move to Deerfield Beach.

OLD BUSINESS

Vernon Neeley, Community Engagement & Special Events Coordinator provided a brief overview of recent city events.

NEW BUSINESS

Vernon Neeley, Community Engagement & Special Events Coordinator stated that the previous chair resigned from the Board, creating a vacancy.

The Board requested that the appointment be placed on the next agenda.

Thereafter, Mr. Neeley highlighted the upcoming events, which are all free to the public, with the exception of Pier Under the Stars, which is a ticketed event.

Mr. Neeley stated that the Grand Marshal and parade applications for the MLK Day celebration are now live and can be accessed through the City website. Currently, one application has been received for the Grand Marshal and eight for the parade. Thereafter, he provided the Board with the updated judges score sheet for the MLK Day parade, and provided a brief explanation on how to fill the sheet out and tally the scores. Furthermore, Mr. Neeley provided a rundown of the MLK Day Celebration.

In response to the board's question, Mr. Neeley replied that a keynote speaker was not scheduled.

Thereafter, discussion ensued regarding the importance of having a speaker for the event.

Mr. Neeley stated that staff is open to having a Keynote speaker and will report back at a later time.

Thereafter, the Board discussed the educational components for the event.

Mr. Neeley said in order to incite participation throughout the event, he recommended incorporating a passport for patrons to receive at the entrance of the event. Those who participate and get their passports stamped at any of the educational tents will receive a free Icee from one of the shaved ice vendors.

Thereafter, discussion transitioned to the Black Heritage Banquet, whereby, the logos were displayed for the Board's review.

MOTION was made by Ms. Ffolkes, seconded by Mr. Hill, to select the circular logo for the Black Heritage Banquet. The motion PASSED unanimously.

Thereafter, Mr. Neeley provided copies of the proposed letter that will be given to businesses for scholarship donations.

After a brief discussion, it was the consensus of the Board to discuss the criteria at a later date and move the presentation of the scholarship to senior night and/or Juneteenth.

Mr. Neeley provided the current schedule for the Black Heritage Banquet, whereby, the invocation speaker and band still need to be selected.

After a brief discussion, it was the consensus of the Board to move the selections to a later date.

In response to various board members questions, staff provided a brief overview of last year's timeline. Further, Mr. Neely stated that he would look into their suggestion regarding extending the event past 9:00 p.m. and report back to the Board.

MOTION was made by Mr. Hill, seconded by Ms. Ffolkes, to have staff look into extending the Black Heritage Banquet from three hours to four. The motion PASSED unanimously.

Thereafter, Mr. Neeley recommended having an art contest for the youth, whereby, the winning art piece would be utilized for the Juneteenth t-shirt design.

MOTION was made Ms. Ffolkes, seconded by Mr. Hill, to have the t-shirts for Juneteenth be created by means of the youth design contest. The motion PASSED unanimously.

Thereafter, Vice Chair Mitchell asked to table the remainder of the agenda to the next meeting.

BOARD MEMBER REPORTS

NONE.

COMMENTS FROM THE ATTORNEY

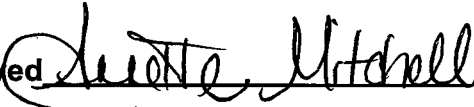
NONE.

NEXT MEETING

Vice Chair Mitchell stated that the next meeting will be held on Thursday, December 11, 2025 at the Johnny L. Tigner Center at 6:30 p.m.

ADJOURNMENT

MOTION was made by Ms. Ffolkes, seconded by Mr. Hill, to adjourn the meeting at 8:13 p.m. The motion PASSED unanimously.

Minutes Approved  Date 12/11/25

**CHARTER REVIEW BOARD
CITY OF DEERFIELD BEACH, FLORIDA
November 20, 2025
MEETING MINUTES**

A regular meeting of the Charter Review Board of the City of Deerfield Beach, a municipal corporation of Florida, was called to order on the above date at 6:37 p.m. in the City Commission Chambers by Chair Noland.

ROLL CALL

Present: Ms. Battle, Alternate
Ms. Diaz, Alternate
Ms. Heck, Alternate
Ms. Pascar
Vice Chair Ellington
Chair Noland

Also Present: Eric Power, Deputy City Manager
Anthony Soroka, City Attorney
Heather Montemayor, City Clerk

Absent: Mr. Bodewig
Ms. Chisholm
Ms. Hathaway, Alternate
Mr. Medina, Alternate

MOMENT OF SILENCE/PLEDGE OF ALLEGIANCE

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

APPROVAL OF THE MINUTES

October 16 & 27, 2025

Ms. Pascar made a motion, seconded by Vice Chair Ellington to approve the October 16 & 27, 2025 minutes as submitted. The motion carried unanimously.

APPROVAL OF THE AGENDA

November 20, 2025

Ms. Pascar made a motion, seconded by Vice Chair Ellington to approve the November 20, 2025 agenda as submitted. The motion carried unanimously.

GENERAL ITEMS**A. Old Business****Follow up review and discussion regarding Article III. Legislative**

After a brief discussion regarding Section 3.04 of the City Charter, Chair Noland opened the public hearing.

The following individuals spoke in support of moving the election from March to November:

- *April Bolowich, 899 NE 4th Street, Deerfield Beach.*
- *Donna Capobianco, 2157 Cambridge G, Deerfield Beach.*

Joe Cummings, 267 Oakridge P, Deerfield Beach, spoke in opposition to moving the election from March to November.

The following individuals spoke in support of moving the election from March to November:

- *Dan Herz, 330 SE 19th Avenue, Deerfield Beach.*
- *Janet Castrogiovanni, 1523 E. Hillsboro Blvd., Deerfield Beach.*
- *Maria LoRicco, 1551 SE 12th Street, Deerfield Beach.*
- *Roger Freitag, 418 SE 2nd Street, Deerfield Beach.*
- *Robert DiChristopher, 517 NE 6th Avenue, Deerfield Beach.*

Chair Noland closed the public hearing.

In response to Chair Noland's question, Mr. Soroka replied that the Commission will determine which ballot the referendum questions will appear. Further, extending terms is permissible, whereby, shortening them for existing commissioners would be legally suspect.

In response to Ms. Battle's question, Mr. Soroka replied that if the Commission desires to add this to the ballot, language can be added stating that if approved, the terms for existing commissioners would be extended.

Chair Noland reopened the public hearing.

Joe Chancy, 4250 NE 4th Avenue, Deerfield Beach, asked how long the elections have been held in March.

Mr. Soroka replied that it was prior to 2006.

Chair Noland closed the public hearing.

In response to Vice Chair Ellington's question, Mr. Herz replied that change.org is not an official petition; nonetheless, it's offered citywide, via social media, and 350 people want the election to move from March to November.

Vice Chair Ellington said she spoke to County Commissioner Lamar Fisher, who previously served as the Pompano Beach Mayor. Commissioner Fisher explained that during his tenure, the elections were changed, which he believes was a mistake and wishes it could be undone. He stated that everything local got diluted and feels people were voting based on party affiliation. Further, Vice Chair Ellington stated that in conversations she's had with Deerfield Beach commissioners, she was advised that they were frequently asked about their party affiliation, which is concerning.

Ms. Pascas spoke in support of moving the election from March to November.

Chair Noland passed the gavel and made a motion, seconded by Ms. Pascas to recommend moving the election from March to November. Roll Call: YEAS: Ms. Diaz, Ms. Heck, Ms. Pascas, Vice Chair Ellington, and Chair Noland. NAYS: None.

B. New Business

Continue review of Article III. Legislative

It was the consensus of the Board to not make any changes to Section 3.05 and 3.06.

Anthony Soroka, City Attorney, explained that during the review and update of the charter, things like gender, etc. will be updated throughout. Further, he recommended removing *if commissioners are serving four-year terms* and agreed with removing *in March* in Section 3.06(b).

It was the consensus of the Board to not make any changes to Section 3.07 and 3.08.

Thereafter, discussion ensued regarding Section 3.09.

Roger Freitag, 418 SE 2nd Street, Deerfield Beach, commented on a previous elected official who used their position to have five speed tables installed on NE 2nd Avenue between Hillsboro Blvd. and SW 10th Street.

It was the consensus of the Board to not make any changes to Section 3.09, 3.10, 3.11, 3.12, and 3.13.

Mr. Soroka recommended amending the language in Section 3.14 to coincide with State Law.

There were no objections by the Board.

After a brief discussion, it was the consensus of the Board to recommend *no less than 12 hours* in lieu of six in Section 3.15(3). Additionally, it was recommended that the City Attorney wordsmith the word *journal* throughout the Section.

It was the consensus of the Board to recommend removing *in a newspaper of general circulation in the city* from Section 3.16(2); no other changes were recommended.

It was the consensus of the Board to recommend removing *published once in a newspaper of general circulation* and adding *to be published in accordance with State Law* in Section 3.17(2); no other changes were made.

It was the consensus of the Board to recommend removing *indexed books* and replacing it with *indexed records* in Section 3.18(2); no other changes were made.

Presentation by Anthony Soroka, City Attorney, regarding the Live Local Act.

Anthony Soroka, City Attorney, recommended that this presentation be given at another time, due to time constraints. Further, he stated that at their November 18th commission meeting, the City Commission, unanimously approved, the Board's recommendation to have the City Manager execute a contract with the Urban Land Institute (ULI).

Vice Chair Ellington stated that the ULI had another city postpone their meeting, so they currently are available January 22 and 23, 2026; otherwise, they will not be available until late February, early March. Further, she recommended that Mr. Soroka's presentation be given at the January 15, 2026 board meeting. Lastly, the ULI cannot be held in the commission chambers, whereby, it must be held at a community center.

After a brief discussion, it was the consensus of the Board to keep the December 18, 2025 meeting, which will begin with Article IV. Administrative.

PUBLIC INPUT

Dan Herz, 330 SE 19th Avenue, Deerfield Beach, commented on term limits. Thereafter, he recommended that they be re-evaluated.

Chair Noland provided a brief overview of the term limits.

In response to Vice Chair Ellington's comment, Anthony Soroka, City Attorney, read Section 3.04(3), which was already reviewed and discussed by the Board.

After a brief discussion, it was the consensus of the Board to keep Section 3.04(3) as is.

Roger Freitag, 418 SE 2nd Street, Deerfield Beach, said term limits were recently presented to the voters, and it failed. Further, he asked when the Live Local Act will be presented and discussed.

After a brief discussion, it was the consensus of the Board to have the presentation by Mr. Soroka regarding the Live Local Act done at the January 15, 2026 board meeting. Further, the Board requested that Article XI be reviewed as well.

Glenn Lochrie, 1316 SE 5th Court, Deerfield Beach, requested that case studies be incorporated into the Live Local Act presentation.

ADJOURNMENT

Ms. Pascar made a motion, seconded by Ms. Diaz to adjourn the meeting at 8:36 p.m. The motion CARRIED by unanimous vote.

PEGGY NOLAND, CHAIR



Regular City Commission Meeting - January 6, 2026

DEERFIELD BEACH - YOU ARE HEREBY NOTIFIED that the **Regular City Commission** meeting will be held on **Tuesday, January 6, 2026, 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 January 6, 2026, 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 January 6, 2026 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 January 6, 2026.
 - i. Use the following link below to access the meeting via Zoom:
<https://deerfield-beach.zoom.us/j/82681161639?pwd=BevsedAp7BfeADliUnajfuiRWsLq2M.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: 826 8116 1639#, Participant ID: #, Passcode: 525607#

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 January 6, 2026, 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. 2025-630

Agenda Date: 1/6/2026

Status: PRESENTATIONS

In Control: City Commission

Title

Presentation regarding the Grow Deerfield Beach: Spend Local, Save Local campaign.

Background/History

The City of Deerfield Beach invites local businesses and residents to be part of our new Grow Deerfield Beach: Spend Local, Save Local campaign. This initiative is designed to keep dollars in our community, boost local jobs, and celebrate the entrepreneurs that make our city thrive. This initiative also incentivizes those employed in our city, such as our teachers, along with our residents and tourists.

We are calling on Deerfield Beach businesses to join us in growing a stronger local economy. Participating businesses with a valid Deerfield Beach Business Tax Receipt can offer a special deal, discount, or incentive to residents who present their [Spend Local card](#). By joining, your business gains citywide exposure through our marketing and communications channels while showing your commitment to supporting Deerfield Beach's economic growth.

Shop, dine, and experience Deerfield Beach. When you spend locally, you not only save through exclusive offers but also help fund the services and programs that make our city an incredible place to live and work. Every purchase at a local business helps strengthen our economy and keeps our community flourishing.

[Download and print your discount card and start saving locally today!](#)

SPEND LOCAL **WITH US!** SAVE LOCAL



Scan the QR Code to learn more!



Please follow us on Instagram @growdeerfieldbeach



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2025-626

Agenda Date: 1/6/2026

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2025/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the submission of a modification request to the Florida Department of Environmental Protection Grant Agreement No. LPA0508 to extend the performance period through September 30, 2026 and extend the Grant Agreement for the Martin Luther King Jr. Avenue Stormwater Project until March 31, 2027; authorizing execution of the amendment to the Grant Agreement; providing for conflicts, implementation, and an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The City of Deerfield Beach entered into Grant Agreement No. LPA0508 with the Florida Department of Environmental Protection (FDEP) to support the Deerfield Beach - Martin Luther King Jr. (MLK) Avenue Stormwater Project. The agreement provides funding to advance stormwater improvements designed to reduce localized flooding, enhance resiliency, and improve overall stormwater system performance along the MLK corridor.

As the project progressed, delays occurred in the completion of several task deliverables required under the agreement. These delays were formally reported by the Project Manager and have impacted the original completion schedule outlined in the contract.

Current Activity

To ensure all remaining project tasks are completed successfully and in compliance with FDEP's requirements, the City is requesting a modification to the existing grant agreement. The modification will adjust the performance period and task deadlines to align with the updated project timeline and extend the expiration of the Grant Agreement to March 31, 2027.

City staff prepared the required documentation for submittal to FDEP, consistent with the grant agreement terms, and seeks Commission approval to proceed with submitting the requested modification, and upon approval by FDEP, authorize the execution of the attached Amendment to the Agreement..

Recommendation

Staff recommends that the City Commission approve the submission of a modification to Grant

Agreement No. LPA0508 between the Florida Department of Environmental Protection and the City of Deerfield Beach for the MLK Avenue Stormwater Project, allowing for updated task deliverable deadlines and ensuring timely completion of all project activities, and authorize the City Manager to execute the attached Amendment upon approval from FDEP.

RESOLUTION NO. 2026/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE SUBMISSION OF A MODIFICATION REQUEST TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION GRANT AGREEMENT NO. LPA0508 TO EXTEND THE PERFORMANCE PERIOD THROUGH SEPTEMBER 30, 2026 AND EXTEND THE GRANT AGREEMENT FOR THE MARTIN LUTHER KING JR. AVENUE STORMWATER PROJECT UNTIL MARCH 31, 2027; AUTHORIZING EXECUTION OF THE AMENDMENT TO THE GRANT AGREEMENT; PROVIDING FOR CONFLICTS, IMPLEMENTATION, AND AN EFFECTIVE DATE

WHEREAS, on December 12, 2023, the City Commission approved Resolution No. 2023/208 for the acceptance of a grant award from the Florida Department of Environmental Protection (“FDEP”) for the Martin Luther King Jr. Avenue Stormwater Project (the “Project”) in the amount of \$435,000.00 (the “Grant”); and

WHEREAS, FDEP and the City of Deerfield Beach (the “City”) entered into a Grant Agreement (the “Agreement”), which provided for the Grant funding to advance stormwater improvements designed to reduce localized flooding, enhance resiliency, and improve overall stormwater system performance along the MLK corridor; and

WHEREAS, as the Project progressed, certain delays were incurred relating to various task deliverables that have impacted the Project’s completion schedule as set forth in the Agreement; and

WHEREAS, in order to ensure that the remaining project tasks are successfully completed and in compliance with FDEP’s requirements, it has been determined that it necessary to request a modification to the Agreement to adjust the performance period and task deadlines to align with the updated project timeline and extend the Agreement expiration to March 31, 2027 (the “Modification”); and

WHEREAS, the City has received confirmation from FDEP that they will entertain the City’s Modification request and that an amendment to the Agreement, attached and incorporated herein as Exhibit “1”, (the “Amendment”) will be required; and

WHEREAS, the City Commission finds it to be in the best interest of the City to approve and authorize City staff to submit the Modification request to FDEP, and approve and authorize execution of the Amendment, attached as Exhibit “1”, to extend the Project’s completion deadline until September 30, 2026 in order to complete the Project and the Agreement expiration until March 31, 2027.

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

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

Section 2. The City Commission hereby approves the submission of the Modification request to FDEP for a no-cost extension to the performance period and expiration date of the Agreement.

Section 3. The City Commission hereby approves the Amendment, attached Exhibit “1”, to the Agreement with FDEP.

Section 4. The City Commission hereby authorizes the City Manager to execute the Amendment to the Agreement with FDEP, 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 5. All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 6. The appropriate City officials are authorized to do all things necessary to carry out the aims of this Resolution.

Section 7. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2026.

TODD DROSKY, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

**AMENDMENT NO. 1
TO AGREEMENT NO. LPA0508
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
CITY OF DEERFIELD BEACH**

This Amendment to Agreement No. LPA0508 (Agreement) is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and the City of Deerfield Beach (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for the Deerfield Beach - Martin Luther King Jr. (MLK) Avenue Stormwater Project, effective February 20, 2024; and,

WHEREAS, the Grantee has requested an extension of the Agreement due to procurement delays; and,

WHEREAS, other changes to the Agreement are necessary; and,

WHEREAS, the parties have agreed to amend the Agreement as set forth herein.

NOW THEREFORE, the parties agree as follows:

1. Section 3. of the Standard Grant Agreement is hereby revised to change the Date of Expiration to March 31, 2027. The Department and the Grantee shall continue to perform their respective duties during this extension period pursuant to the same terms and conditions provided in the Agreement.
2. Section 6. of the Standard Grant Agreement is hereby revised to the following:

Grantee's Grant Manager	
Name:	Crystal Hayes
Address:	City of Deerfield Beach
	325 NW 2 nd Ave
	Deerfield Beach, Florida 33441
Phone:	954-250-4245
Email:	chayes@deerfield-beach.com

3. Section 11. of Attachment 2 is hereby revised as follows:

Subcontracting

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement. Upon request by the Department's Grant Manager, the Grantee will submit a copy of the executed subcontract.

4. Attachment 3, Grant Work Plan, is hereby deleted in its entirety and replaced with Attachment 3-1, Revised Grant Work Plan, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 3 shall hereinafter refer to Attachment 3-1, Revised Grant Work Plan.
5. Attachment 5, Special Audit Requirements, is hereby deleted in its entirety and replaced with Attachment 5-1, Revised Special Audit Requirements, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 5 shall hereinafter refer to Attachment 5-1, Revised Special Audit Requirements.
6. All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

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The parties agree to the terms and conditions of this Amendment and have duly authorized their respective representatives to sign it on the dates indicated below.

CITY OF DEERFIELD BEACH

STATE OF FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By: _____
Authorized Signature

By: _____
Secretary or Designee

Rodney Brimlow, City Manager
Print Name and Title

Angela Knecht, Division Director
Print Name and Title

Date: _____

Date: _____

Arianna Kolesar, DEP Grant Manager

Amanda Peck, DEP QC Reviewer

List of attachments/exhibits included as part of this Amendment:

<u>Specify Type</u>	<u>Letter/ Number</u>	<u>Description</u>
Attachment	3-1	Revised Grant Work Plan
Attachment	5-1	Revised Special Audit Requirements

ATTACHMENT 3-1 REVISED GRANT WORK PLAN

PROJECT TITLE: Deerfield Beach - Martin Luther King Jr. (MLK) Avenue Stormwater Project.

PROJECT LOCATION: The Project will be located in the City of Deerfield Beach (Grantee) within Broward County; Lat/Long (26.311460, -80.107147). See Figure 1 for Location Map.

PROJECT BACKGROUND: Martin Luther King (MLK) Jr. Avenue / SW 3rd Avenue corridor has been identified as a wide-spread flood-prone area. Residents have complained about chronic flooding, and a risk assessment identified that the existing stormwater infrastructure does not meet current level of service standards to properly convey stormwater runoff. The project corridor spans north to south within City limits; south of East Hillsborough Boulevard, east of I-95, north of SW 10th Street, and west of the South Dixie Highway.

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

PROJECT DESCRIPTION: The Grantee will procure a consultant to complete the design and permits for drainage infrastructure improvements in the project area.

TASKS: All documentation should be submitted electronically unless otherwise indicated and should be submitted prior to the expiration of the grant agreement.

Task 1: Preconstruction Activities

Deliverables: The Grantee will complete the design of upsizing existing drainage infrastructure and obtain all necessary permits for construction of the project. Activities necessary for design, such as surveys, geotechnical evaluations, pre-design studies, and environmental assessments are eligible under this task.

Documentation: The Grantee will submit a signed summary of activities completed for the period of work covered in the payment request, including the percentage of design complete and permitting status, using the format provided by the Department's Grant Manager. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

For the final documentation, the Grantee will also submit a copy of the design completed with the funding provided for this task, a list of all required permits identifying issue dates and issuing authorities, and copies of any surveys, assessments, or other documents funded under this task.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, a payment request may be processed.

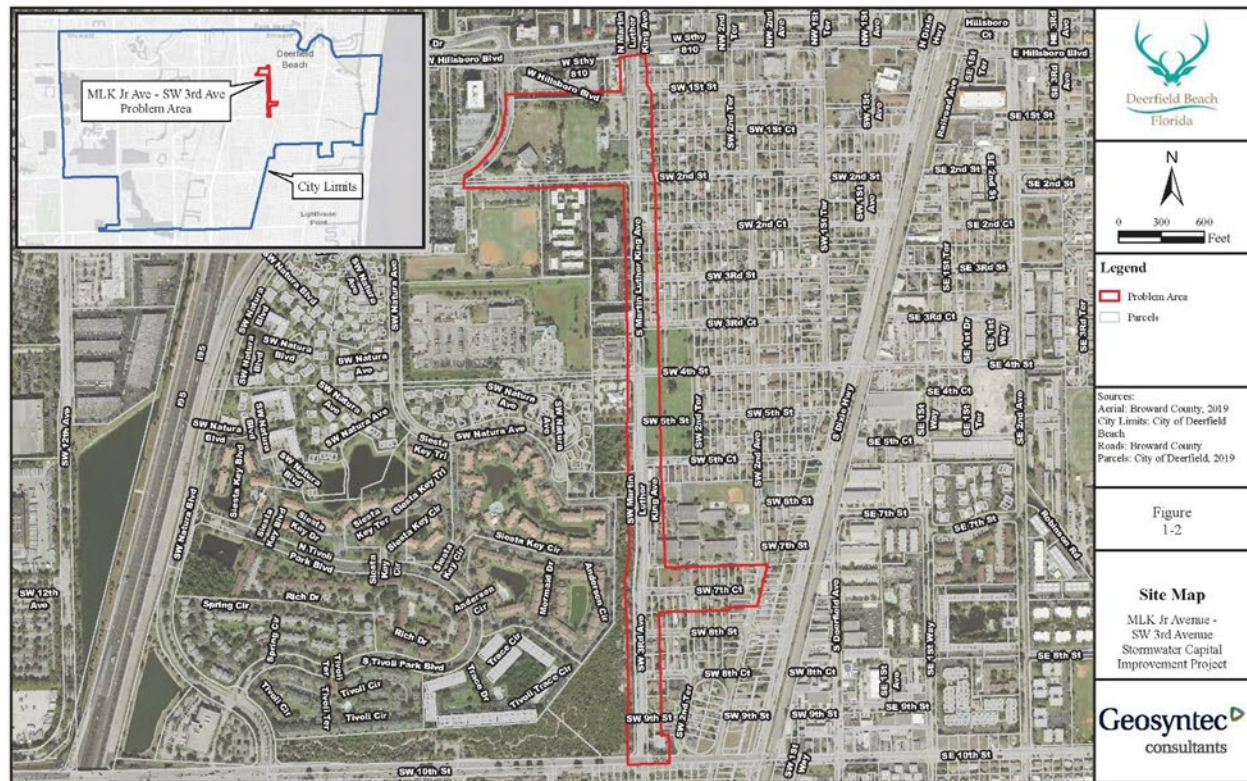
Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Preconstruction Activities	Contractual Services	\$435,000.00	07/01/2023	09/30/2026
Total:			\$435,000.00		

Note that, per Section 8 of Attachment 1 of the Agreement, authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the Department if the Legislature reduces or eliminates appropriations. Extending the contract end date carries the risk that funds for this project may become unavailable in the future. This should be a consideration for the Grantee with this and future requests for extension.

Figure 1. Location Map



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STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Revised Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5-1

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$1,000,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from non-federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/content/assistance-listings>.

Attachment 5-1

1 of 6

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(1)(n), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and the current Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, 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.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and the current Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <https://www.myfloridacfo.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and the current Rules of the Auditor General, as applicable.
5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or the current Rules of the Auditor

General, should indicate the date and time the reporting package was delivered to the recipient and any correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

Note: If the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following <u>Matching</u> Resources for Federal Programs:

Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Florida Department of Environmental Protection	2023-2024	37.039	Statewide Water Quality Restoration Projects	\$435,000.00	140047
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

					Total Award	\$435,000.00	
--	--	--	--	--	--------------------	---------------------	--

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<https://sam.gov/content/assistance-listings>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [<https://apps.fldfs.com/fsaa/compliance.aspx>]). The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

¹ Subject to change by Change Order.

² Subject to change by Change Order.



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2025-636

Agenda Date: 1/6/2026

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 a community participation grant to Deerfield Beach Little League, Inc. in the amount of \$18,000.00 and use of city facilities to support youth baseball programs within the City; approving and authorizing execution of a facility use agreement with Deerfield Beach Little League for a three-year term, with two one year renewal options; providing for implementation, conflicts, severability, and an effective date. (Funds from Account #100-700-720-7202-000-57200-503914 - Athletic Program Supplement)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$18,000 for FY 2026

Account Name: Athletic Program Supplement

Account Number: 100-700-720-7202-000-57200-503914

Background/History

Deerfield Beach Little League, Inc. (the "Little League") is a not-for-profit corporation that provides Youth Baseball Programs for youth ages 3 to 15 years old. The City owns and operates certain facilities that are suitable for use by the Little League for its Youth Baseball Programs. In April 2023, the City and the League entered into a two-year Facility Use Agreement to provide for the Little League's use of certain City facilities. The Agreement is set to expire on December 31, 2025, with no extension renewals remaining. The new Facility Use Agreement will be for a three-year term, with grant awards being approved annually. The Little League applied for an \$18,000.00 grant for FY26 and the conditions of the grant include a certificate of IRS W-9, Certificate of Insurance, proposed itemized budget, board of directors, articles of incorporation and entity name. The Department of Parks and Recreation reviewed the grant request in accordance with the policy guidelines, and Little League Baseball Inc. is currently in compliance with all terms of the grant.

Current Activity

The funding for the Little League for FY26 was approved in the budget.

Recommendation

Staff recommends approval of a new Facility Use and Grant Agreement with the Little League, and approval of an \$18,000 grant to support Little League's operation of fall and spring baseball and softball.

RESOLUTION NO. 2026/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE AWARD OF A COMMUNITY PARTICIPATION GRANT TO DEERFIELD BEACH LITTLE LEAGUE, INC. IN THE AMOUNT OF \$18,000.00 AND USE OF CITY FACILITIES TO SUPPORT YOUTH BASEBALL PROGRAMS WITHIN THE CITY; APPROVING AND AUTHORIZING EXECUTION OF A FACILITY USE AGREEMENT WITH DEERFIELD BEACH LITTLE LEAGUE FOR A THREE YEAR TERM, WITH TWO ONE YEAR RENEWAL OPTIONS; PROVIDING FOR IMPLEMENTATION, CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE

WHEREAS, the City of Deerfield Beach (the “City”) believes that charitable and public purpose organizations contribute to the public welfare of the community and should be supported by the City financially to the extent these organizations assist the City in serving a valid public interest; and

WHEREAS, on May 7, 2025, pursuant to Resolution 2024/065, the City Commission adopted policy guidelines for donation of funds administered by city departments other than the Department of Community Services to charitable and public purpose non-profit organizations serving the Deerfield Beach Community; and

WHEREAS, Deerfield Beach Little League, Inc. (the “Little League”) is a Florida not-for profit corporation that provides youth baseball programs for youth ages 3 to 15 years old; and

WHEREAS, on December 2, 2025, the Little League applied for a Community Participation Grant for Fiscal Year 2026 in the amount of \$18,000.00 (the “Grant”) to support its youth baseball and softball programs within the City; and

WHEREAS, the City owns and operates certain facilities that are suitable for use by the Little League for its youth baseball and softball programs (the “Youth Programs”); and

WHEREAS, the Little League has requested use of the Middle School Athletic Complex, Pioneer Park, Oveta McKeithen Recreational Complex, Quiet Waters Elementary School Field, and Deerfield Beach High School to conduct its Youth Programs within the City of Deerfield Beach (the “Facility Use”); and

WHEREAS, the Department of Parks and Recreation reviewed the Little League’s application in accordance with the policy guidelines and recommends that the City Commission approve the Grant and Facility Use, and a Facility Use and Grant Agreement with the Little League, attached as Exhibit “1”, for a three year term with two, one year renewal options (the “Agreement”), to support the Youth Programs within the City; and

WHEREAS, the Grant shall be subject to the terms and conditions set forth in Resolution 2024/065, and the terms of the Agreement between the City and the Little League; and

WHEREAS, the City Commission finds that it is in the best interest of the City to authorize and approve the Facility Use, award the \$18,000 Grant to the Little League to support the Youth Programs for Fiscal Year 2026, and authorize execution of the Agreement with the Little League, attached as Exhibit “1”.

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

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

Section 2. The City Commission authorizes and approves the Facility Use by the Little League for the Youth Programs subject to the terms of the Agreement.

Section 3. The City Commission finds that the Grant to the Little League in the amount of \$18,000.00 in accordance with the terms of the Agreement serves a valid public purpose and services the public interests of the citizens of the City and is hereby approved.

Section 4. The City Commission hereby approves the Agreement with the Little League, attached as Exhibit “1.”

Section 5. The City Manager is hereby authorized to execute the Agreement with the Little League, 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 6. The appropriate City officials are authorized to do all things necessary to carry out the aims of this Resolution.

Section 7. All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 8. Should any section, provision or word of this Resolution be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereof other than the part declared to be invalid.

Section 9. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2026.

TODD DROSKY, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

**FACILITY USE AND GRANT AGREEMENT
BETWEEN THE CITY OF DEERFIELD BEACH
AND DEERFIELD BEACH LITTLE LEAGUE, INC.**

This Agreement (the "Agreement") is made and entered into this ____ day of January 2026 (the "Effective Date"), by and between the City of Deerfield Beach, Florida, (the "CITY"), and the Deerfield Beach Little League, Inc. (the "LICENSEE").

WHEREAS, LICENSEE is a Florida not-for-profit corporation that provides youth baseball programs for youth ages 3 to 15 years old; and

WHEREAS, the CITY owns and operates athletic facilities that are suitable for use by the LICENSEE for its Youth Baseball Programs (the "Youth Programs"); and

WHEREAS, LICENSEE desires to obtain a non-exclusive license to use areas of the athletic facilities approved by the CITY, as set forth in the attached Exhibit "A", (collectively, the "Permitted Area") to administer LICENSEE's baseball programs, games, and events (the "Athletic Events"); and

WHEREAS, LICENSEE has submitted a grant application and budget proposal to the CITY for Fiscal Year 2026 and has requested \$18,000 in funding to support the Youth Programs at the Permitted Area, subject to all applicable conditions set forth in Resolution No. 2024/065, which are incorporated herein; and

WHEREAS, the CITY agrees to permit LICENSEE to conduct LICENSEE's Youth Programs at the Permitted Area and to provide grant funding to support the Youth Programs at the Permitted Area, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, CITY and LICENSEE do hereby agree as follows:

Section 1. Recitals. The foregoing "WHEREAS" clauses are hereby ratified as being true and correct and are incorporated herein.

Section 2. Scope of Work. LICENSEE shall administer the Youth Programs for the 2026-2028 seasons at the Permitted Area in accordance with the Scope of Services, attached as Exhibit "A", and the terms and conditions of this Agreement.

Section 3. Term. This Agreement shall take effect upon the Effective Date and shall continue for a three year period until January 5, 2029 (the "Term"), unless terminated as permitted herein. This Agreement may be renewed for two additional one year terms by the City Manager prior to the end of the then existing term, upon mutual written agreement by the parties. If the parties agree to exercise the option to renew this Agreement, LICENSEE is required to submit a new grant application to obtain funding for each new fiscal year.

Section 4. Licensee's Responsibilities.

- a. *Security Deposit.* Upon execution of this Agreement and prior to conducting any Athletic Events at the Permitted Area, LICENSEE shall pay a \$500.00 security deposit to the City.
- b. *Non-profit Status.* Upon execution of this Agreement, LICENSEE shall provide the City with a copy of LICENSEE'S non-profit corporate status and any reasonable supporting documentation that may be requested by the CITY to verify such status.
- c. *Coaching Certifications.* Prior to the first official game of each season of each Youth Program, LICENSEE shall provide the CITY with (i) copies of the certifications required by their respective league for each individual that will be providing coaching services, or (ii) a certified letter by the President of the respective Youth Program league stating the names of the league's certified volunteers.
- d. *Scheduling.* LICENSEE shall provide a schedule of practices, games, meetings and events to the CITY no later than one month before the start of each season, based on availability of CITY fields. The LICENSEE must attain from the CITY a facility use permit (at no additional cost) for all scheduled activity. Any and all amendments to original schedule must be submitted in writing five (5) business days prior to actual rescheduled practices, meetings, games or events to the Parks & Recreation Director or designee. It is understood by LICENSEE that it is one of many users of the park facility and that the CITY may not in all cases be able to permit the exclusive use of the park at all the times desired by LICENSEE.

LICENSEE acknowledges that all CITY-run programs and functions take priority over scheduling of all other outside programming. All meetings and registrations that take place in the Permitted Area must be approved by the CITY a minimum of two weeks prior to the event. All Licensee activities must fall within the Permitted Area's normal operating hours, unless approved by the Parks and Recreation Director in writing.

- e. *Rosters.* LICENSEE shall provide a set of initial rosters to the City one (1) week prior to the start of scheduled games for each Youth Program. LICENSEE will provide final rosters to the CITY at the midpoint (middle of game schedule) of the season.
- f. *Financials and Tax Return.* LICENSEE shall submit Audited Financials in accordance with the conditions set forth in Exhibit "A" to Resolution No. 2024/065.

- g. *Damage to Facilities.* LICENSEE recognizes that the Permitted Area is a community focal point that the CITY wishes to maintain in pristine conditions. LICENSEE agrees it will take no action that would cause damage to the Permitted Area. In this regard, LICENSEE agrees not to cause damage to the landscaping or foliage to the Permitted Area. LICENSEE shall not cause any litter or debris to be left on the Permitted Area. Moreover, LICENSEE shall ensure that there shall be no consumption of alcoholic beverages or illicit drugs in the Permitted Area. LICENSEE agrees to a fine of \$100 per violation, if there is a violation of the aforementioned provision, which amounts may be deducted from any funds to be provided to LICENSEE by the CITY, if any. If there are conditions that occur during the Athletic Events that require an adjustment of the security deposit returned at the conclusion of the Athletic Events, LICENSEE shall pay any overages of fees within ten (10) days of the conclusion of the Athletic Events.
- h. *Clean-up of Permitted Areas.* Immediately after each Athletic Event, the LICENSEE shall be responsible for cleaning all ball fields and facility areas used during the administration of any Athletic Events, including, but not limited to cleaning all fields, recreational buildings, dugouts, fence lines, and playground areas. LICENSEE further agrees to ensure that all trash will be placed in CITY receptacles. LICENSEE agrees to a fine of \$100 per violation for failure to adhere to this subsection, which amounts may be deducted from any funds to be provided to Licensee by the CITY. A representative of the CITY may inspect and document the condition of the Permitted Area the day of or the day after an Athletic Event, and may take photographs of the Permitted Area. LICENSEE, at the conclusion of the Athletic Events, must restore the site to a condition equal to that existing on the day prior to the Athletic Events. LICENSEE shall pay all costs for the repair and replacement of CITY property that occurs during the Athletic Events.
- i. *Emergency Access and Dangerous Conditions.* LICENSEE agrees to provide all emergency access required by the CITY and its employees for the safety and welfare of the community and those attending the Athletic Events, and proper entrances into any gates that are locked. If, in the course of LICENSEE's operations, CITY or its officers, agents and employees become aware of any condition in or about the Permitted Area which may be dangerous, LICENSEE shall immediately correct such condition or cease operations upon being notified so as not to endanger persons or property.

Section 5. Background Checks. LICENSEE shall comply with the CITY's Sports Volunteer Background Screening Policy, Section 50-80 of the City Code, as such policy may be amended from time to time (the "Policy").

- a. LICENSEE shall be required to perform a Level II background check on all of LICENSEE's board members and volunteers and LICENSEE's employees coaches, agents, and other volunteers who may utilize City Recreational Facilities and have direct contact with youth sports participants (each is a "Volunteer") and the results of such background checks shall be provided to the CITY prior to any Volunteer utilizing City Recreational Facilities for youth sports. CITY agrees to pay for the required background checks during the Term of this Agreement.
- b. Level II Background checks for all Volunteers shall be conducted on an annual basis for each year of this Agreement. Volunteers shall be prohibited from participating in youth sports at any City Recreational Facilities or in any of the Youth Programs within the CITY in the event: (i) they have not had a current Level II background check conducted, or (ii) the results of their Level II background check reveal any of the disqualification factors set forth in the Policy, unless and until such Volunteer successfully appeals the disqualification in accordance with the Policy.
- c. By signing this Agreement, LICENSEE acknowledges that LICENSEE has read and understands the Policy and agrees to abide by the background screening qualification standards set forth in the Policy with respect to LICENSEE's Volunteers. Further, LICENSEE agrees to provide written notice to the CITY immediately upon LICENSEE's knowledge of any occurrence that, under the Policy, would disqualify any Volunteer. The CITY shall have the right to immediately terminate this Agreement upon written notice to LICENSEE if LICENSEE fails to abide by the Policy.
- d. *Affidavit.* LICENSEE shall be required to submit an affidavit on a form provided by or approved by the CITY certifying that the youth sports organization will not use any Volunteer who has direct contact with youth sports participants who has failed the background check based upon the criteria set forth in Section 50-80 of the City Code or Section 943.0438, Fla. Stat., as may be amended from time to time. Such affidavit shall be submitted to the City Manager or designee prior to conducting any youth sports activity under this Agreement.

Section 6. Insurance and Indemnification.

- a. *Insurance.* LICENSEE shall provide the CITY with a copy of LICENSEE's liability insurance upon execution of this Agreement and prior to any Athletic Event taking place. LICENSEE shall maintain no less than the following amounts of insurance:

(1) Comprehensive general liability	\$1,000,000
(2) Property damage	\$1,000,000
(3) Automotive liability	\$1,000,000
(4) Worker's compensation	statutory requirement

The general liability and property damage insurance shall, at a minimum, cover the coaches and the youth participants who are participating in any Youth Program or Athletic Event.

Each policy shall name the CITY as an additional insured and the LICENSEE shall deliver to the CITY a copy of the certificate of insurance evidencing the existence of the policies. Each certificate shall provide that the CITY will be afforded 30-day prior written notice of cancellation of any of the policies for any reason. The insurance shall only be written by companies rated B+ or higher, according to the most recent issue of Best Insurance Rating Guide. The certificate shall be submitted with a cover letter addressed to the CITY from the LICENSEE's insurance agent or agents stating that they have read the provisions of this section and that the insurance provided meets the minimum requirements of this section.

The insurance shall contain the following endorsement:

In addition to the coverage stated in the body of the policy, the policy shall indemnify and hold harmless the CITY, its officers, agents and employees from all claims for bodily injuries to the public in and up to the amount of \$1,000,000.00 for each occurrence and for all damages to the property of others in and up to the amount of \$1,000,000.00 for each, including costs of investigation, all expenses of litigation, including reasonable attorney's fees and the cost of appeals arising out of any claims or suits because of any and all acts or omission or commission by the LICENSEE, its agents, servants, or employees, or through the mere existence of the project under contract.

All policies shall be on an occurrence basis rather than a claims-made basis.

The CITY reserves the right to require additional insurance coverage, including but not limited to improper sexual conduct and physical abuse liability coverage, and to adjust minimum insurance coverage requirements based on the programs and activities of the LICENSEE.

- b. The LICENSEE shall be responsible to the CITY for the acts and omissions of any subcontractor(s) or person(s) employed by Licensee or Volunteers or any other person authorized by the LICENSEE to participate in the Programs.
- c. *Indemnification.* In addition to the insurance to be provided, LICENSEE agrees to indemnify, defend and hold the CITY, including CITY's officers, agents and employees, harmless against any and all claims, damages, losses, liabilities, costs and expenses (including reasonable attorney's fees) and causes of action of any kind of nature whatsoever arising from the acts, omissions or negligence of the LICENSEE, or its officers, agents, Volunteers, or employees, or LICENSEE's use and occupancy of any City Recreational Facilities or any breach

of this Agreement, including through all appeals therefrom and shall satisfy and discharge any judgment which may be awarded against CITY in any such suit or action. Nothing contained in this Agreement is intended or shall be construed to waive CITY's rights and immunities under the common law or Section 768.28, Florida Statutes.

Section 7. Compliance with Applicable Laws and Policies.

- a. In the conduct of its activities under this Agreement, LICENSEE shall comply in all material respects with all applicable federal, state, and local laws and regulations, as amended from time to time. LICENSEE shall obtain at its own expense all required licenses and permits for participation in the Athletic Events.
- b. LICENSEE will abide by all Parks and Recreation Department Rules, Regulations, and Policies, including the Recreation Facility Use and Sports Policy and such regulations set forth by City ordinance, City resolution, and Chapter 50 of the City Code, all as may be amended from time to time, and which are incorporated herein by this reference. If LICENSEE violates any of the aforementioned provisions, LICENSEE agrees to a fine of \$100 per violation, or such fine amount as stated by the applicable ordinance, whichever is greater.
- c. LICENSEE agrees that should LICENSEE not comply with any provision in this Agreement, LICENSEE may not be permitted to participate in subsequent Athletic Events. The determination of compliance with the provisions in this Agreement shall be in the sole discretion of the CITY.

Section 8. Vending. The CITY agrees that LICENSEE will be the sole authorized vendor for food and beverages in the park during LICENSEE's authorized activities, with the exception of one additional properly permitted vendor authorized by the CITY in the CITY's sole discretion.

Section 9. Police Services Requirements. LICENSEE shall provide and pay for at least two deputies who shall be present at all home games at the Permitted Area from the start of the opening game until the end of the final game. LICENSEE must request and pay for the required number of deputies through the Broward Sheriff's Office ("BSO"). LICENSEE must comply with any additional police provisions in accordance with applicable league bylaws and BSO policies. The Broward Sheriff's Office, at its discretion, may require additional deputies.

Section 10. Storage. The storage of equipment (uniforms, bats, baseballs, etc.) belonging to LICENSEE on park grounds or in buildings is strictly prohibited, except in the existing areas described in the attached Exhibit "B" (the "Storage Areas"). All stored items are subject to the approval of the Parks and Recreation Director or designee. The LICENSEE agrees to be solely responsible for LICENSEE's items stored on City property

and LICENSEE shall indemnify and hold the CITY harmless against any and all costs, damages, claims and expenses (including reasonable attorney's fees) arising in any manner from LICENSEE's storage of any equipment or materials on any CITY property, including but not limited to the Permitted Area and Storage Areas.

Section 11. City Funding. The CITY agrees to provide LICENSEE with grant funds for Fiscal Year 2026 in an amount not to exceed \$18,000.00 to be used by LICENSEE to pay for uniforms, equipment, league dues and/or insurance ("Permitted Uses") to support LICENSEE's Youth Programs at the Permitted Area during the First Year of the Term (the "Grant Funds"). In order to receive any of the Grant Funds, LICENSEE shall make a written request to the CITY for a particular expenditure that details the specific items to be purchased, the anticipated amount of such purchase and any additional information reasonably requested by the CITY. If the request is consistent with this Agreement, the CITY shall have the option, in the CITY's sole discretion, to make the purchase directly or reimburse LICENSEE for such expenditure. Any additional funding requests above the \$18,000.00 Grant Funds amount, or any requests to use any portion of the \$18,000.00 Grant Funds for a purpose other than the Permitted Uses, must be approved by City Commission. Based upon this funding, LICENSEE shall provide such financial information related to LICENSEE as provided for in CITY rules and regulations or as may be requested by the City Manager or designee. LICENSEE agrees to submit a budget to the CITY with details on anticipated revenues and expenditures for the Youth Programs. As the initial term of this Agreement is for three years, grant funding for Fiscal Years 2027 and 2028 will be contingent upon Licensee submitting the required grant application and approval of the grant funding for each subsequent fiscal year by the City Commission.

Section 12. Termination. This Agreement may be terminated by LICENSEE upon thirty days written notice to the CITY of such termination in which event LICENSEE shall not be entitled to any additional Grant Funds. The CITY shall have the right in its sole discretion to terminate this Agreement without cause by giving seven days' notice to LICENSEE. If the CITY elects to terminate this Agreement without cause, the CITY shall return any unused portion of any security deposit paid by LICENSEE, unless it is necessary to be retained by the CITY to address unpaid fine violations or damages caused to any City Recreational Facilities or fields by LICENSEE.

This Agreement may be terminated by the CITY for cause if the LICENSEE is in breach of this Agreement and fails to correct the breach within ten days from the date of written notice from the CITY identifying the breach. Upon receipt of such notice, and unless otherwise directed by the CITY in writing, LICENSEE shall immediately cease all activities that may cause additional CITY Grant Funds to be spent. In the event this Agreement is terminated for cause by the CITY, LICENSEE shall immediately return such portion of the Grant Funds that have not been expended in accordance with this Agreement.

Section 13. Audit Rights and Retention of Records.

A. During the Term of this Agreement and for three (3) years following the Agreement's expiration, the CITY shall have the right to audit the books, records, and accounts of the LICENSEE and its subcontractors that are related to this Agreement or the expenditure of Grant Funds. The LICENSEE and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Scope of Services. All books, records, and accounts of the LICENSEE and its subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, the LICENSEE or its subcontractors, as applicable, shall make same available at no cost to the CITY in written form.

B. The LICENSEE and its subcontractors shall preserve and make available, at reasonable times for examination and audit by the CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time but, in any event, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by the CITY to be applicable to the LICENSEE's and its subcontractors' records, the LICENSEE and its subcontractors shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by the LICENSEE or its subcontractors. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for the CITY's disallowance and recovery of any payment upon such entry.

Section 14. Coordination of Services. The City's representative during the performance of this Agreement shall be the Director of Parks and Recreation or Designee.

Section 15. City Reservation of Rights. The CITY reserves the right to order any participant or coach who is deemed by the CITY, in its discretion, to be a threat to any participant or the public or park property or who flagrantly violates City policies, rules or regulations relating to park usage to leave City grounds.

Section 16. Notices. Any notices or documents required or permitted to be delivered hereunder shall be deemed to be delivered whether actually received or not when deposited in the United States Mail, postage prepaid, registered mail, return receipt requested, addressed to the parties hereto at the respective addresses set out opposite their names below, or at such other addresses as they have theretofore specified by written notice delivered in accordance herewith:

City of Deerfield Beach: Rodney Brimlow
City Manager
150 NE 2nd Avenue
Deerfield Beach, FL 33441

With a copy to: Anthony Soroka
City Attorney
2255 Glades Road, Suite 200-E
Boca Raton, FL 33431

Licensee: Kristin Champagne
President
1230 SE 14th Court
Deerfield Beach, FL 33441

Section 16. No Leasehold. LICENSEE and CITY intend that this Agreement shall be a license and privilege, and that no leasehold or other interest in the land or Permitted Area is conferred upon the user under the provisions of this Agreement. LICENSEE uses the Property in an “as is” condition.

Section 17. Public Records. LICENSEE shall comply with Chapter 119, Florida Statutes, Florida’s Public Records Law. Specifically, LICENSEE shall:

1. Keep and maintain public records required by the CITY to perform the Programs.
2. Upon request from the CITY’s custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat., or as otherwise provided by law.
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 Term and following completion of the Agreement if the LICENSEE does not transfer the records to the public agency.
4. At the end of the Term, transfer, at no cost, to the CITY all public records in possession of the LICENSEE or keep and maintain public records required by the CITY to perform the service. If the LICENSEE transfers all public records to the CITY at the end of the Term, the LICENSEE shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the LICENSEE keeps and maintains public records at the end of the Term, the LICENSEE shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY’S custodian of public records, in a format that is compatible with the information technology systems of the CITY.

IF THE LICENSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LICENSEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 480-4213, WEB.CLERK@DEERFIELD-BEACH.COM, OR 150 NE 2nd AVE. DEERFIELD BEACH, FL 33441.

Section 18. Miscellaneous.

- a) **Entire Agreement.** The parties agree that this is the entire Agreement between the parties. This Agreement cannot be amended or modified without the express written consent of the parties.
- b) **Severability.** If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, illegal, invalid, or unenforceable, the remainder of the Agreement or portions thereof, shall not be affected and shall remain in full force and effect.
- c) **Waiver.** The waiver by either party of a breach of any provision of this Agreement by the other shall not operate or be construed as a waiver of any subsequent breach of by that party.
- d) **Governing Law.** The validity of this Agreement and the interpretation and performance of all of its terms shall be construed and enforced in accordance with the laws of the State of Florida, without regard to principles of conflict of laws thereof. The location of any action or proceeding commenced under or pursuant to this Agreement shall be in Broward County, in the State of Florida.
- e) **Binding Effect.** All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective assigns, successors, legal representatives, heirs and beneficiaries, as applicable.
- f) **Captions and Paragraph Headings.** Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope and intent of this Agreement, nor the intent of any provisions hereof.
- g) **Joint Preparation.** The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. It is the party's further intention that this Agreement be construed liberally to achieve its intent.

h) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

i) **Assignability.** This Agreement is not assignable.

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

ATTEST:

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

Heather Montemayor, City Clerk

Todd Drosky, Mayor

Deerfield Beach Little League, Inc.

WITNESS:

By: _____
Kristin Champagne, President

(CORPORATE SEAL)

EXHIBIT “A”

SCOPE OF SERVICES

Providing the opportunity to participate in baseball and softball to all children in the community. Create a youth baseball and/or softball program built on life lessons, socialization, and sportsmanship that benefits all of the children and the adult volunteers in the community. Promote, develop, supervise, and through proper guidance and exemplary leadership, the Little League program assists children in developing the qualities of citizenship, discipline, teamwork and physical well-being.

Typical Little League Season:

Field Times: Nightly games beginning at 6:00 PM-6:30 PM and a (no new inning curfew after 9:30 PM) Lights and Park will be closed no later than 10:00 PM.

Saturday: Games beginning at 9:00 AM to 4:00 AM unless special permission is granted by Parks and Recreation Department for example Opening Day or Tournaments etc.

Registration in January, with a full day Saturday, that would involve usage of two fields for evaluations to level teams and assist with drafting in accordance with Little League Procedures.

Field Availability to begin in February at the various parks to begin practicing for season.

Opening Day last weekend in February or 1st weekend in March, to allow for an 18-20 game schedules depending on number of teams.

Regular Season from March to August including playoffs and Tournaments.

In addition to Spring Baseball, Little League will operate Fall Baseball and Softball.

Field Times: Week night games beginning at 6:00pm (no new inning curfew after 9:30pm)

Lights and Park will be closed no later than 10:00pm. Saturday games beginning at 9:00am to 4:00pm, unless special permission is granted by Parks and Recreation Department.

Registration will begin in July with field availability beginning in August at the Middle School Athletics Complex. Little League will be responsible for registration.

The season will run from August to October to include practice, regular season and playoffs.

Permitted Areas

Middle School Athletic Complex
501 SE 6th Avenue
Deerfield Beach, FL 33441

Pioneer Park
222 NE 2nd Avenue
Deerfield Beach, FL 33441

Oveta McKeithen Recreational Complex
445 SW 2nd Street
Deerfield Beach, FL 33441

Quiet Waters Elementary School Field
4150 West Hillsboro Blvd
Deerfield Beach, FL 33442

Deerfield Beach High School*
910 SW 15th Street
Deerfield Beach, FL 33441

*This location is scheduled around the availability of the High School due to programming

EXHIBIT “B”

STORAGE AREAS

- South half of the metal storage building at the middle school athletic complex (DBLL donated \$15,000.00 to the City in 2009 for the construction of this building)
- Storage room 103 at the Middle School Athletic Complex during little league season only
- Limited product storage shall be allowed in the baseball concession stand at the middle school complex during little league season only



City of Deerfield Beach

Community Participation Grant Application

The Community Participation budget includes all expenditures made by the City of Deerfield Beach to charitable organizations.

The request for funding shall be considered by the City Commission during the budget approval process. Funds are not approved until the fiscal year budget has been approved. In order to be eligible for a grant, the application must be completed in its entirety and submitted with the required documents. Funding is contingent upon the execution of a binding commitment incorporating the grant conditions. Funding does not renew each fiscal year and the grant application must be submitted each year for consideration. Additional requirements may be imposed at the City's discretion based on the usage of funds.

Requests in excess of \$10,000 will follow the guidelines as established in Resolution #2009/163 and must include, but not be limited to:

1. ☐ Updated copy of IRS W-9 Form
2. ☐ Copy of Tax Returns for the 3 most recent years
3. ☐ Proposed itemized budget
4. ☐ List of Board of Directors
5. ☐ Articles of Incorporation
6. ☐ Entity/Organization Name: _____

At the option of the City Commission, an audited financial statement together with an audit opinion for the most recent fiscal year or, for agencies without an audited financial opinion, an unaudited financial statement together with a certified statement from the agency's President and Treasurer

Please submit the completed application and required backup material to web.citymgr@deerfield-beach.

Hardcopies may be submitted to:
City Manager's Office
150 NE 2 Avenue
Deerfield Beach, FL 33441
Attention: Community Participation

Entity/Organization: _____ Date: _____

Submitter's Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Email Address: _____

Federal Tax I.D.#: _____ Amount of Funding requested: _____

List Board of Directors.

--

What is the primary purpose of the organization

--

Give a detailed description of the services and /or goods to be requested with the Grant Funds.

--

Give a description of the needs in the community, which would be served by the above described services/goods.

Provide an itemized budget (Exhibit 1- Budget Sheet)

I certify that the statements and documents submitted herein are true and the funds requested adhere to the Community Participation grant guidelines.

Print Name/Title

Signature

Date



COMMUNITY PARTICIPATION GRANT BUDGET SHEET

NAME OF ORGANIZATION: Deerfield Beach Little League

Please complete the itemized budget sheet below for the Community Participation Grant - please do not include personnel costs in budget calculations

ITEM	ITEM DESCRIPTION	QUANTITY NEEDED	UNIT COST	TOTAL COST
1	Spring Uniforms	300	\$65	\$16,500.00
2	Fall Uniforms	300	\$40	\$12,000.00
3	Equipment (Spring and Fall)	1	\$3,000.00	\$3,000.00
4	District Fees	1	\$2,000.00	\$2,000.00
5	Umpire Fees (Spring and Fall)	200	\$75	\$15,000.00
GRAND TOTAL \$48,500.00				

Grand Total: \$48,500.00



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2025-637

Agenda Date: 1/6/2026

Status: DEPARTMENTAL BUSINESS

In Control: City Commission

Title

ORDINANCE 2025/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING SECTION 66-58 "PARKING PROHIBITED ON CERTAIN STREETS AND COMMERCIAL VEHICLE PARKING RESTRICTIONS" OF THE CITY CODE OF ORDINANCES TO PROHIBIT PARKING ON THE SWALES AND MEDIANS OF SE 19TH AVENUE FROM SE 6TH STREET TO SE 8TH STREET; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

Recommended Action

Commission to vote on Ordinance and set public hearing for January 20, 2026

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

City residents have expressed a request for "no parking" signs along the two swale areas on SE 19th Avenue from SE 6th Street to SE 10th Street. Currently, there are signs in the swales that state "keep off median," as well as some signs that state "no parking" for the swale that is south of SE 8th Avenue. Section 66-58 of the Code of Ordinances currently prohibits parking on SE 19th Avenue from SE 8th Street to SE 10th Street. This code change would extend the no parking regulation north to encompass both swales. The code section would be amended to state:

(a)(47)Median and swale areas of S.E. 19th Avenue from S.E. 8th 6th Street to 10th Street.

Upon approval of the ordinance, staff would install additional "no parking" signs on both swales.

ORDINANCE NO. 2026/

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF
DEERFIELD BEACH, FLORIDA, AMENDING SECTION 66-58
“PARKING PROHIBITED ON CERTAIN STREETS AND
COMMERCIAL VEHICLE PARKING RESTRICTIONS” OF THE CITY
CODE OF ORDINANCES TO PROHIBIT PARKING ON THE SWALES
AND MEDIANS OF SE 19TH AVENUE FROM SE 6TH STREET TO SE 8TH
STREET; PROVIDING FOR CONFLICTS, SEVERABILITY,
CODIFICATION, AND AN EFFECTIVE DATE**

WHEREAS, the City’s Code Compliance Division and residents have identified issues with parking along SE 19th Avenue from SE 6th Street to SE 8th Street in Deerfield Beach (the “Street”); and

WHEREAS, specifically, residents have identified issues with parking in the swales and medians on the Street; and

WHEREAS, Section 66-58 of the City Code of Ordinances currently prohibits parking on SE 19th Avenue from SE 8th Street to SE 10th Street, but does not currently prohibit parking in the median and swales along SE 19th Avenue from SE 6th Street to SE 8th Street; and

WHEREAS, amending the City Code to prohibit parking along the Street and installing “no parking” signs would enable the City to enforce no parking on the Street, and authorize the City to cite and remove vehicles for parking on the Street; and

WHEREAS, the City Commission has determined that it is in the best interests of the citizens and general public to amend City Code Section 66-58 to prohibit parking in the median and swales along SE 19th Avenue from SE 6th Street to SE 8th Street.

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

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

Section 2. Section 66-58 “Parking prohibited on certain streets and commercial vehicle parking restrictions” of the City Code is hereby amended to read as follows¹:

Chapter 66 – TRAFFIC AND VEHICLES

¹ Additions to existing City Code text are shown in underline. Deletions to existing City Code text are shown in ~~strikethrough~~.

ARTICLE II. – Stopping, Standing, Parking

Division 3. – Regulations, Generally

Sec. 66-58 – Parking prohibited on certain streets and commercial vehicle parking restrictions.

- (a) Except in compliance with law or the directions of a police officer, no person shall stop, stand or park a vehicle upon certain areas of the following streets of the city:

- (47) Median and swale areas of S.E. 19th Avenue from S.E. ~~8th~~ 6th Street to 10th Street.

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

Section 4. The provisions of this Ordinance are declared to be severable, and, if any section, sentence, clause and/or phrase of this Ordinance is, for any reason, held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance, which shall remain in effect, it being the legislative intent that this Ordinance shall stand despite the invalidity of any part.

Section 5. It is the intention of the City Commission and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the City Code of the City of Deerfield Beach, and that the sections of this Ordinance may be renumbered to accomplish such intent.

Section 6. That this Ordinance shall be effective immediately upon adoption on second reading.

PASSED 1ST READING ON THIS ____ DAY OF _____, 2026.

PASSED 2ND READING ON THIS ____ DAY OF _____, 2026.

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. 2025-633

Agenda Date: 1/6/2026

Status: DEPARTMENTAL BUSINESS

In Control: City Commission

Title

Presentation and potential action regarding public safety services.

Recommended Action

Motion on decision of Commission

Background/History

The proposed contracts with the Broward Sheriff's Office (BSO) for police and fire services are enclosed. The BSO has confirmed the consideration numbers in the proposed contracts. Additionally, the BSO has represented to the City that BSO will not enter into a new contract for one of the two services and will only proceed with both the police and fire contracts.

Pursuant to the City Commission's direction, the enclosed contracts are for a 4.5 year term, commencing on April, 1, 2026 and expiring on September 30, 2030, to align the contract terms to the BSO's and the City's fiscal years. They also include one, five-year renewal term that can be effectuated upon the City and BSO agreeing to such renewal and the terms and conditions thereto.

Regarding police services, there is a second staffing complement option proposed as presented in the enclosed letter from BSO, dated December 10, 2025, that states the proposed cost savings associated with eliminating 7 parking specialist positions, 4 deputy positions, and one clerical staff position, and adding 5 community service aides and 1 community involvement specialist. See also the enclosed City Attorney memo regarding the proposed police and fire services contracts.

At the direction of the City Commission, the City engaged an independent consulting firm to conduct a comprehensive study evaluating the City's options for the provision of police and fire rescue services. The purpose of the study was to provide an objective, data-driven comparison between continuing services with the Broward Sheriff's Office (BSO) and transitioning to an in-house police and fire department model.

The consultant's findings are intended to inform policy discussion and decision-making by outlining the advantages, disadvantages, and fiscal implications of each service delivery model. The report, which is attached, provides a factual foundation to evaluate service expectations, financial sustainability, and long-term strategic goals.



MEMORANDUM

To: Mayor and City Commission

From: Anthony C. Soroka, City Attorney

Date: December 31, 2025

RE: **Agenda Item #6 – BSO Police and Fire Services Contracts**

At the October 21, 2025 City Commission Meeting, the City Commission directed the City Attorney and the City Manager to negotiate new police and fire contracts with the Broward Sheriff's Office ("BSO") based on a 4.5 year term with an April 1, 2026 start date for the City Commission's consideration. These negotiations were to occur while the City conducts a feasibility study regarding transitioning public safety services into an in-house model. The City Manager's Office, the City Attorney and BSO command staff held a negotiation meeting on November 19, 2025. Thereafter, the City Attorney and BSO's legal counsel have been negotiating the final language of the proposed contracts with input from the City Manager's Office and BSO command staff.

The City of Deerfield Beach (the "City") and BSO have concluded negotiations resulting in the enclosed Police and Fire Services contracts. Regarding police services, a second staffing structure option (Option 2) is proposed as presented in the enclosed letter from BSO, dated December 10, 2025, that states the proposed cost reductions associated with eliminating 7 parking specialist positions, 4 deputy positions, and one clerical staff position, and adding 5 community service aides and 1 community involvement specialist.

BSO represented to the City that BSO will not enter into a new contract for one of the two services and will only proceed with both the police and fire contracts. Each enclosed contract consists of three parts: the upfront agreement with signature pages, Exhibit "A" (Special Terms and Conditions) and Exhibit "B" (General Conditions). The following is a summary of the key terms of the proposed contracts with BSO for both Police and Fire Services:

Police and Fire Contracts

Term: 4.5 years, expiring on September 30, 2030 (to align with BSO's/City's fiscal years ending on Sept. 30)

Commencement: April 1, 2026

First Year: April 1, 2026-September 30, 2026

Renewal:	One, five year renewal term that can be effectuated upon the City and BSO agreeing to such renewal and the terms and conditions thereto.
Consideration (Year 2):	Capital and Operating Expenses capped at no more than a 5% increase, except for salary study increase implementation.
Consideration (Years 3-5):	Capital and Operating Expenses capped at no more than a 5% increase.
Cap Exclusions:	Workers' compensation premiums, other post-employment benefits (OPEB), health insurance premiums, and retirement and pension contributions are excluded from the 5% increase cap. These expenses are based on BSO's projected costs, which shall be supported by third party documentation.
Termination:	Either party may terminate with or without cause by providing no less than 90 days written notice to the other party. Termination for breach if not cured within 30 days written notice (10 days for breach of payment obligations). Provides an up to 24 month transition period upon contract termination or expiration.
Indemnification:	Each party is separately liable and responsible for the actions of their respective officers, agents and employees. Each party indemnifies, defends, and holds harmless the other party for all liability and claims in connection with or as a result of the party's intentional or negligent acts.

Police Contract

Staffing Structure:	152 Total Personnel – same as current staffing (Option 1) See Exhibit “A” for specific positions. See also Option 2 as outlined in the Dec. 10, 2025 BSO letter
Consideration (Year 1):	\$35,732,894 \$2,977,741.17 (Monthly)
Year 2 Salary Study Implementation:	Current <i>projected</i> salary expense increase of 10.88%.
Police Chief Selection:	One of the three candidates proposed by BSO must be the current Executive Officer assigned to the City.

Fire Contract

Staffing Structure:	144 Total Personnel – same as current staffing See Exhibit “A” for specific positions.
Consideration (Year 1):	\$39,531,914 \$3,294,326.17 (Monthly)
Year 2 Salary Study Implementation:	Current <i>projected</i> salary expense increase of 7.74%

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

AGREEMENT FOR POLICE SERVICES

THIS AGREEMENT FOR POLICE SERVICES, dated the _____ day of _____, 2026, is made by and between the City of Deerfield Beach, (hereinafter referred to as the “CITY”) and the Sheriff of Broward County, Florida (hereinafter referred to as “BSO”).

W I T N E S S E T H:

WHEREAS, the CITY has previously contracted with BSO to provide a high level of professional police protection for the benefit of the citizenry thereof, and

WHEREAS, the CITY is desirous of maintaining a high level of competent professional police service in conjunction and harmony with its fiscal policies of sound, economical management, and

WHEREAS, the CITY is desirous of maintaining its Charter police power but at the same time wishes to provide for daily police services through contractual agreement, and

WHEREAS, BSO has agreed to render to the CITY a high level of professional police services, and the CITY is desirous of contracting for such services upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The above recitals are true and correct and incorporated herein by reference.
2. This Agreement is comprised of this document, the Special Terms and Conditions set forth in Exhibit A, which is attached and incorporated herein, and the General Terms and Conditions that are set forth in Exhibit B, which is also attached and incorporated herein.
3. In the event there is a conflict between the General Terms and Conditions and the Special Terms and Conditions, the Special Terms and Conditions shall be controlling.

THE REMAINDER OF THIS PAGE INTENTIONALLY REMAINS BLANK

AGREEMENT FOR POLICE SERVICES BETWEEN THE CITY OF DEERFIELD BEACH AND THE SHERIFF OF BROWARD COUNTY, FLORIDA

IN WITNESS HEREOF, each of the parties hereto have authorized its duly authorized representative to execute this Agreement on the day and date first set forth above.

BSO:

SHERIFF OF BROWARD COUNTY

By: _____
GREGORY TONY, PH.D. SHERIFF

Approved as to form and legal sufficiency subject to the execution by the parties:

By: _____
TERRENCE LYNCH, GENERAL COUNSEL/EXECUTIVE DIRECTOR

AGREEMENT FOR POLICE SERVICES BETWEEN THE CITY OF DEERFIELD BEACH AND THE SHERIFF OF BROWARD COUNTY, FLORIDA

IN WITNESS HEREOF, each of the parties hereto have authorized its duly authorized representative to execute this Agreement on the day and date first set forth above.

CITY OF DEERFIELD BEACH, FLORIDA

Witnesses:

Print Name:

Print Name:

By: _____
TODD DROSKY, MAYOR

Date: _____

ATTESTED:

HEATHER MONTEMAYOR, CMC, CITY CLERK

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

ANTHONY SOROKA, CITY ATTORNEY

EXHIBIT A
SPECIAL TERMS AND CONDITIONS

The following Special Terms and Conditions have been agreed upon by and between the CITY and BSO:

CITY:	City of Deerfield Beach, FL
EFFECTIVE DATE:	April 1, 2026
FIRST YEAR:	April 1, 2026 – September 30, 2026
TERM:	April 1, 2026 – September 30, 2030
RENEWAL OPTION:	Renewable for one (1) five (5) year term upon the City and BSO agreeing to such renewal and the terms and conditions thereto.
STAFFING STRUCTURE:	District Complement 1 Captain 1 Executive Officer/Lieutenant 2 Lieutenants 14 Deputy Sheriff Sergeants 117 Deputy Sheriffs 6 Community Service Aides 1 Crime Analyst 1 Administrative Specialist II 1 Administrative Specialist I 7 Part-time Parking Enforcement Specialists 1 Clerical Support Specialist 152 TOTAL PERSONNEL
MINIMUM STAFFING:	BSO will assign 28 sworn patrol personnel (excluding CST and CI) in a twenty-four hour period, each working a twelve (12) hour shift. A minimum of one (1) Patrol Deputy Sheriff to cover each Patrol Zone per shift; however the District Chief shall have the right to temporarily re-deploy such Deputies as needed to meet the law enforcement needs of the CITY during any shift.

CONSIDERATION: Annual Consideration	\$ 35,732,894
POLICE SERVICES CENTER ADDRESS:	300 Northeast 2 nd Street Deerfield Beach, FL 33441
FACILITIES ADDRESSES:	Police Headquarters 300 Northeast 2 nd Street, FL 33004 Deerfield Beach, FL 33441
CODE ENFORCEMENT:	NO
FUEL SITE:	NO
NOTICE CITY ADDRESS:	City Manager Rodney Brimlow City of Deerfield Beach 150 Northeast 2nd Avenue Deerfield Beach, Florida 33441
Specific Terms:	<i>Criminal Investigative Unit and Selective Enforcement Unit</i> A Criminal Investigations Unit and Crime Suppression Team (CST) shall be established to conduct the necessary investigations of criminal activity within the CITY. The CST Team's and Criminal Investigative Unit's caseload responsibility will be determined by the District Chief or designee. The District Criminal Investigations Unit and CST Team are specialized assignments within the CITY for particular investigations where and as the need for same requires. The Units shall not operate in the traditional shift structure. The on duty status of the Units will be determined by the District Chief or designee subject to recognized labor guidelines. <i>Parking Enforcement</i> BSO agrees to provide the CITY with seven (7) part-time Parking Enforcement Specialists. Parking Enforcement Specialists shall perform those functions as described in the job description on file with BSO. All candidates for Parking

	Enforcement Specialist shall be subject to BSO hiring procedures. The scheduling of Parking Enforcement Specialists shall be in the sole discretion of the District Chief or his designee in consultation with the City Manager. BSO COPS Program members may assist with parking enforcement within the CITY as mutually agreed upon between BSO and the CITY. <i>School Crossing Guard Program</i> BSO shall assist the CITY with the management of the Deerfield Beach School Crossing Guard Program in the field, monitor the Crossing Guards performance of their duties and report to the CITY on their performance in a manner and frequency agreed upon between the City Manager and the District Chief. The School Crossing Guard Program includes school crossing guards (the “Contracted Guards”) employed by a firm (the “Contractor”) that perform school crossing guard services pursuant to a contract with the CITY (collectively, the “Crossing Guard Contract”). BSO and the CITY acknowledge that the Contractor shall have the ultimate authority regarding any and all employment related issues concerning the Contracted Guards, subject to the terms of the Crossing Guard Contract. Any and all School Crossing Guards assigned to the City School Crossing Guard Program shall be deemed employees of the Contractor as to Contractor Guards, but not of BSO or the CITY. The CITY shall be responsible for any and all costs for the Crossing Guard Contract. BSO shall not be liable for and the CITY agrees to indemnify BSO against any and all liability resulting from injury or illness, or any kind whatsoever, to the School Crossing Guards; however this indemnity does not include any negligence of BSO or BSO’s employees. BSO shall not be responsible, in any manner, for any costs or expenses attributed to the CITY’s School Crossing Guard Program, the Crossing Guard Contract or the employment of the School Crossing Guards.
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	To the extent permitted by law, the CITY shall cause the Contractor to indemnify, hold harmless, and defend BSO, his deputies, employees, agents, servants, designees, attorneys, and representatives against any claims, demands, causes of action, lawsuits, liabilities, costs, and expenditures of any kind, including attorneys' fees, resulting, either directly or indirectly, from the acts, actions, omissions, negligence, or willful misconduct of the School Crossing Guards. BSO reserves the right to select defense counsel. Provisions of this section shall survive the expiration or nearly termination of this Agreement. To the extent permitted by law, BSO shall hold harmless, indemnify and defend the CITY against any claims, demands, causes of action, lawsuits, liabilities, costs, and expenditures of any kind, including attorneys' fees, which may result from or arise out of the negligent acts of the employees of BSO while acting within the scope of their employment. BSO and CITY will at all times be entitled to the benefits of sovereign immunity as provided in Florida Statutes, Section 768.28, and common law. Nothing contained in this Agreement shall be construed as a waiver of sovereign immunity. BSO reserves the right to terminate the BSO'S assistance to the School Crossing Guard Program, provided BSO gives the CITY written notice of such termination no less than sixty (60) days prior to the commencement of the school year. The CITY reserves the right to terminate BSO's assistance to the School Crossing Guard Program upon providing BSO with no less than ninety (90) days prior written notice. The CITY shall comply with all applicable sections of the Americans with Disabilities Act, Family Medical Leave Act, Fair Labor Standards Act, and all other federal, state, and local laws, rules, regulations, codes, and ordinances. The CITY shall not discriminate on the basis of race, age, religion, color, gender, national origin, marital status, or physical or mental disability.
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	<u>Special Event Detail</u> Three Details for City Sponsored Events are included in the annual consideration. The three events may include the following: 1. July 4th Celebration – one day event 2. Festival of the Arts – two day event 3. Pioneer Days – three day event, or such other events as agreed upon between the City Manager and District Chief not to exceed six days per year.
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EXHIBIT B
POLICE SERVICES GENERAL CONDITIONS

1. DEFINITIONS

The following terms when used in this Agreement, including its preamble and recitals, shall, except where the context otherwise requires, have the following meanings (such meanings to be equally applicable to the singular and plural forms thereof):

- a. Agreement. "Agreement" shall mean this Agreement for Police Services between the CITY and BSO, including all exhibits.
- b. Applicable Laws. "Applicable Laws" shall mean all provisions of constitutions, statutes, laws, rules, ordinances, regulations, charters and orders of governmental bodies or regulatory agencies applicable to the subject matter.
- c. BSO. "BSO" shall mean the duly elected and qualified Sheriff of Broward County, Florida.
- d. CITY. "CITY" shall mean the City that has contracted with BSO for Police Services pursuant to this Agreement and is identified in the Special Terms and Conditions.
- e. CITY Boundaries. "CITY Boundaries" shall mean the area within the municipal boundaries of the CITY, as shown in the Special Terms and Conditions of this Agreement.
- f. City Manager. "City Manager" shall mean the duly appointed and validly existing City Manager of the CITY. In the absence of the City Manager, the Assistant City Manager or person acting in the capacity of City Manager shall have the same authority as that of the City Manager.
- g. Consideration. "Consideration" shall mean the monthly payment and other amounts payable by the CITY hereunder in consideration of the Services performed by BSO, as set forth herein.
- h. District. "District" shall mean the CITY Boundaries and any additional geographic area to be serviced by the District employees based upon a mutual written agreement of the CITY and BSO.
- i. District Chief. "District Chief" shall mean the individual responsible for supervising all law enforcement employees and law enforcement activities within the CITY. The District Chief shall be the rank of Captain. The District Chief shall serve as the liaison between CITY and BSO.
- j. District Employees. "District Employees" shall mean BSO employees permanently assigned to the District who possess the necessary qualifications and experience to provide police and support services.

- k. **Effective Date.** “Effective Date” shall mean the date in which the Agreement is to commence. The Effective Date is set forth in the Special Terms and Conditions of this Agreement.
- l. **Facilities.** “Facilities” shall mean that portion of the Police Services Center which is used by BSO and any additional facilities that are owned by the City and used by BSO on a permanent basis to provide police services. The Facilities are listed in the Special Terms and Conditions of this Agreement.
- m. **Lien.** “Lien” shall mean any lien, security interest, pledge, mortgage, easement, leasehold, assessment, covenant, restriction, reservation, conditional sale, prior assignment, or any other encumbrance, claim, burden or charge of any nature whatsoever.
- n. **Patrol Zone** shall mean the geographic areas within the District, as mutually agreed upon by the District Chief and the City Manager, in which Patrol Deputy Sheriffs are assigned.
- o. **Police Services Center.** “Police Services Center” shall mean the premises owned by the CITY in which the BSO command staff assigned to the CITY maintains their offices. The address of the Police Services Center is set forth in the Special Terms and Conditions of this Agreement.
- p. **Police Services.** “Police Services” shall mean the aggregate of all police related services provided by BSO pursuant to this Agreement.
- q. **Renewal Option.** “Renewal Option” shall mean the time period that the agreement may be extended; the number of extensions and the means to exercise such option, as set forth in the Special Terms and Conditions of this Agreement.
- r. **Term.** “Term” shall mean the length of this Agreement and any extensions thereto.
- s. **Uniformed Deputy.** “Uniformed Deputy” shall mean a uniformed Deputy Sheriff employed by BSO who patrols the District.

2. **STAFFING**

- a. **Structure.** The staffing structure for the District shall be as set forth in the Special Terms and Conditions of this Agreement and may be modified as set forth herein. The Staffing Structure shall not be modified except through a written amendment to this Agreement executed by both the CITY and BSO with the same formalities as set forth herein.

BSO and the CITY shall work cooperatively to establish the proper balance of experience levels for those BSO employees assigned to the CITY.

- b. **Deletions and Additions.** The CITY shall have the right to unilaterally delete services upon no less than sixty (60) calendar days prior written notice, and such deletions shall be memorialized in an amendment to this Agreement, and the compensation shall be adjusted accordingly based on actual cost of the service. If, in BSO’s opinion, the requested deleted services (i.e. staffing levels) would negatively impact the safety of BSO’s employees or the community, the parties shall collaborate to resolve the issue to their mutual satisfaction. The City may add services, as mutually agreed upon by both parties, and such additions shall be memorialized in an amendment to this Agreement with the same formality as the original Agreement, and the compensation shall be

adjusted accordingly. Minor administrative modifications to the staffing which do not affect the cost of the agreement may be made with the mutual agreement of BSO and the City Manager.

- c. **Shift Length.** In the event there is a modification in the length of the hours of shifts, the modification will not occur until the next scheduled BSO shift pick at least sixty (60) calendar days from the date that BSO and City Manager agree upon the modification.
- d. **Deployment.** BSO shall have the discretion to deploy District Employees as necessary to meet the goals and objectives of the CITY.

The District Chief's discretion regarding the deployment of the personnel shall be exercised with the intent of providing the most effective police services to the CITY pursuant to the terms and conditions of this Agreement. The District Chief shall keep the City Manager informed of the deployment of such personnel on a weekly basis and through regular staff meetings and as requested by the City Manager. During such meetings, the City Manager and District Chief shall discuss the results of previous deployments, alternative deployment strategies and the benefits and risks associated with each strategy.

BSO's Personnel assigned to the CITY shall only be utilized for appropriate police services within the CITY, except as otherwise authorized in applicable automatic and mutual aid agreements. BSO shall not use District facilities or District Employees to service any other contracts, clients or obligations of BSO, except as otherwise provided in this Agreement.

- e. **Minimum Staffing.** BSO shall provide to the CITY a minimum number of patrol deputies to patrol the CITY per day/shift. The minimum number of patrol deputies, excluding CST and CI deputies, shall be set forth in the Special Terms and Conditions of this Agreement.
- f. **Employment Standards.** BSO shall be responsible for setting employment standards (i.e. hiring, discipline, training) for District Employees consistent with BSO agency standards. BSO is committed to providing the CITY with highly skilled law enforcement personnel to provide police services to the CITY.
- g. **Employment Responsibilities.** All District Employees shall be and remain BSO employees, and such employees shall not be considered employees of the CITY for purposes of pension benefits, insurance benefits, civil service benefits, compensation and/or any status or right. Accordingly, the CITY shall not be called upon to assume any liability for direct payment of any salaries, wages, or other compensation, contributions to pension funds (unless otherwise specified in this Agreement), insurance premiums, workers' compensation (Chapter 440, Florida Statutes), vacation or compensatory time, sick leave benefits or any other amenities of employment to any District Employee whatsoever, arising out of BSO's employment of such Persons and such Persons' performance of the Services. The CITY and BSO understand and acknowledge that all costs, including the employment related costs, are included in the consideration payable by the CITY to BSO in accordance with this Agreement.

BSO shall be responsible for the deduction and remission to the City of the employee contribution deducted biweekly by the BSO payroll process for those employees still in the City Pension plan. The CITY shall remain responsible for CITY contributions to the City Pension Plan. Nothing in this agreement shall affect the City's right to continue to receive Chapter 185, Florida Statutes premium tax money.

Notwithstanding the above, City shall continue to be directly responsible for the payment of the following costs in addition to the consideration set forth in this Agreement:

1. any claims, including workers compensation claims incurred prior to the date of the transition to BSO;
 2. The financial pension cost attributed to "past service" and the pension actuarial liability for the City Pension Plan which shall be paid directly by the CITY to the Pension Plan; and
 3. City shall bear the financial and actuarial responsibility for those participants in the City Pension Plan.
- h. **Staffing Review and Modifications.** As part of the CITY's annual budgetary process, BSO shall evaluate the Staffing requirements for the CITY to determine if the current staffing level and composition adequately meets the City's goals and objectives. If BSO believes the staffing requirements need to be adjusted, BSO shall provide staffing recommendations in writing to the City Manager for review. If both parties agree to the recommended staffing changes, this Agreement shall be re-opened for negotiations regarding its terms and conditions as they relate to the staffing and the Agreement shall be modified through an amendment executed by both the CITY and BSO with the same formalities as contained herein, which shall reflect the agreed upon staffing change(s) and a compensation adjustment based on actual cost of the staffing change(s).

In addition to the annual review, the District Chief shall have the right to request a staffing adjustment at any time during the year. Upon making such request to the City Manager, the District Chief and City Manager shall meet and discuss the need for such adjustment. The City Manager shall also have the right to request a staffing adjustment at any time during the year. Upon making such a request to the District Chief, the City Manager and the District Chief shall meet and discuss the need for such adjustment. If the City Manager and District Chief agree upon the need for the staffing adjustment, a formal amendment shall be prepared and presented to BSO and City Commission for approval and signature.

In the event the CITY and BSO do not agree upon the Staffing Structure adjustments after good faith negotiations and such unresolved adjustments impact the safety of BSO employees or the public, either the CITY or BSO may exercise its rights as set forth herein or by law. The reason for the disagreement shall be provided in writing to the other party.

- i. **Transfers – BSO's Rights.** BSO shall have the right to transfer any Employee out of the District. BSO will provide the City Manager with written notice of the transfer and indicate whether the transfer is voluntary or involuntary.

Notwithstanding the above provisions, the transfer of the District Chief shall be governed by specific provisions related to the District Chief as set forth herein.

- j. **Transfers – City Right.** Except for the District Chief, which is covered in Section 9 of these General Terms and Conditions, the City Manager shall have the right to request the transfer of BSO personnel out of the CITY, which shall not be arbitrary or capricious. The request must be sent to the District Chief in writing setting forth the name of the employee, employee’s rank and the reason for the request (the “Transfer Request”). The Transfer Request must be approved in writing by BSO, however such approval shall not be unreasonably withheld. BSO shall notify the CITY in writing as to whether BSO approves of the Transfer Request within 5 business days of receipt of the Transfer Request. If BSO fails to notify the CITY within 5 business days of the Transfer Request, the Transfer Request shall be deemed approved. If BSO approves the Transfer Request, the employee shall be transferred out of the District as soon as reasonably possible but in no event more than 30 days after BSO approves the Transfer Request.
- k. **Transfers – Layoffs.** Notwithstanding anything herein to the contrary, transfers in and out of the District may result from employees exercising seniority rights pursuant to the collective bargaining agreement in the event of layoffs at the Broward Sheriff’s Office.
- l. **Replacements.** Any Personnel transferred or reassigned out of the CITY shall be replaced within thirty (30) days of the transfer.
- m. **Staffing Continuity.** The CITY and BSO recognize the importance of combining the efforts and resources of BSO and the CITY in order to have a positive impact on reducing neighborhood crime, helping to reduce any community fears regarding crime and creating a public awareness to public safety related issues thus enhancing the quality of life throughout the CITY. It is further recognized that such a collaborative effort requires law enforcement personnel that have intimate knowledge of the community. In furtherance of such objective, BSO shall make every reasonable effort to maintain the continuity of BSO law enforcement personnel assigned to the District, subject to the transfer provisions set forth herein and to develop and implement community policing initiatives.
- n. **Education.** The parties acknowledge the importance of the District Employees’ knowledge of the general make-up of the CITY and its geographic areas, its industrial, business, and residential composition, the City’s organizational structure and staff, its City Code of Ordinances, and its crime problems. BSO shall offer appropriate continuing education to assure that all District Employees are acquainted with the District’s general make-up, geographic areas, industrial, business, City’s Code of Ordinances and residential composition and public safety related issues. Upon enactment, the CITY shall forward to the District Chief a copy of new ordinances for training and enforcement purposes.

3. **ASSIGNMENT OF POLICE POWERS**

The CITY does hereby vest in each sworn Deputy Sheriff of BSO the police powers of the CITY which are necessary to implement and carry forth such law enforcement services, for the sole and limited purpose of giving official and lawful status and validity to the performance thereof by such sworn deputies. Each sworn Deputy Sheriff of BSO so empowered hereby and engaged in the performance of the law enforcement services shall be deemed to be a sworn officer of the CITY while performing such law enforcement services. Accordingly, such sworn Deputy Sheriffs of BSO are hereby vested with the power to enforce

the ordinances of the CITY, to make arrests incident thereof and to do such other things and to perform such other acts as are necessary with respect thereto.

4. QUARTERLY GOALS AND OBJECTIVES

On a quarterly basis (on or about October 1st and January 1st, April 1st and July 1st) or as requested by the City Manager, the District Chief shall meet with the City Manager to discuss law enforcement activities within the City occurring during the previous three (3) month period. At such meeting, the District Chief shall present the City Manager with information regarding the following:

- a. Calls for service by time of day, geographic location, date and type of call;
- b. Reported incidents, criminal and non-criminal;
- c. Number and types of arrests;
- d. Traffic crashes;
- e. Traffic citations;
- f. Staffing and Transfers;
- g. Vacancy Credits;
- h. Grant Review;
- i. Community Policing Initiatives;
- j. Overtime staffing costs;
- k. Response time reports, citizen complaints and their status/disposition;
- l. BSO's Year-To-Date Budget Versus Actual Cost - Line Item Report, which shall include, but not necessarily be limited to, the budgeted amount, expenditures, encumbrances and remaining balance for each line item within the budget. The City Manager may reasonably request documentation necessary to substantiate any of the costs included on such Report; and
- m. Any additional information requested by the City Manager.

Based upon the information presented by the District Chief to the City Manager, the District Chief, in concert with BSO command, and the City Manager shall review the law enforcement goals and objectives of the CITY, the staffing requirements to meet the goals and objectives and the general strategies to achieve such goals and objectives. Thereafter, BSO shall develop and implement operational initiatives to further such goals and objectives.

BSO shall provide monthly reports to the City Manager that include the following information:

- Monthly Crime Report (FDLE categories) and year-to-date comparison;
- Monthly calls for service based on Deputies responding (percentage);
- Monthly encumbered times for zone Deputies by day of week; and

- Monthly crime prevention activities (past month and planned current month).
- The deployment of BSO personnel as a result of automatic or mutual aid agreements.

At any time during the term of this Agreement, the City Manager shall have the right to make reasonable modifications to the reporting format(s), reporting content, and reporting period(s). BSO shall provide to CITY in June of each fiscal year, a report on BSO's performance in light of the established goals and objectives. The format and content of the Annual Report made to the CITY by the District Chief shall be mutually agreed upon by BSO and the City Manager.

BSO shall provide the City with detailed reports indicating budget amounts, year to date expenditures, variances, etc., quarterly or upon request to the District Chief.

5. DELETED

6. CONSIDERATION

- a. For the period from the Effective Date through September 30, 2026, the annualized consideration amount and the monthly payment amount for police services shall be as set forth in the Special Terms and Conditions, payable on the 1st of each month. *The parties understand and agree that the Year 1 and Year 2 consideration pursuant to this Agreement includes salary range adjustments in accordance with the salary and compensation study conducted by BSO. If for any reason, BSO does not implement or reduces the proposed salary range adjustment, then BSO will provide the City with a revised consideration letter based upon the revised salary range adjustment calculations for such personnel in that contract year and the City's consideration payment obligations during that contract year shall be reduced accordingly (or the City shall receive a credit from BSO in the amounts paid by the City for the included salary range adjustments that were not implemented by BSO during that contract year) .*
- b. The consideration payable by the CITY in year two of the Agreement shall be determined by adding the following:
 1. BSO's budgeted costs of personnel services, but salary expenses shall not exceed the increase required to complete the salary study implementation. The Year 2 salary expenses increase specifically calculated for the CITY is currently projected at approximately 10.88%.
 2. Capital costs and operating costs (excluding BSO's budgeted costs of personnel services), not to exceed an annual increase of 5% over the total budgeted costs in the preceding year of this Agreement, except that the CITY may, in its discretion, approve capital costs that exceed a 5% annual increase.
 3. Worker's compensation premiums, other post-employment benefits, health insurance premiums and pension contributions, which will be based upon projected costs. The projected costs of these expenses shall be supported by the third party documentation. BSO shall provide written documentation to the City of the actual costs to BSO for these expenses for each year of this Agreement.

- c. The consideration payable by the CITY for subsequent fiscal years shall be determined by adding the following:
 - 1. BSO's budgeted costs of personnel services, capital costs and operating costs, not to exceed an annual increase of 5% over the total budgeted costs in the preceding year of this Agreement.
 - 2. Worker's compensation premiums, other post-employment benefits, health insurance premiums and pension contributions, which shall be based on projected costs. The costs of these expenses shall be supported by the third party documentation.
- d. BSO shall submit a proposed budget to the CITY on or before the preceding May 15th. The budget shall have a summary of major classifications (Personnel Services, Operating Expenses, Capital Outlay, etc.). At the request of the City Manager, BSO shall provide supporting documentation for the budgeted line items to include the cost to outfit and equip District Employees (i.e. uniforms, computer, patrol vehicle, Taser, etc.).
- e. For purposes of calculating the budget for Personnel Services, the District Employees assigned to the District in February of each year shall be the employees used to calculate the budget for the upcoming fiscal year, which is due to the CITY on or before May 15th as set forth above. The annual wages, taxes, pension and health insurance costs associated with each employee shall be determined based upon factors such as contractual wage increases, FICA rates and maximums, pension rates (as dictated by the applicable plan) and proposed health insurance rates. If there are any vacant positions in February, the budgeted cost of the vacant positions for the upcoming fiscal year shall be calculated based upon the average budgeted cost of the filled Employee positions within the same job classification in February.
- f. The CITY and BSO shall negotiate in good faith any adjustments to the Consideration. The parties recognize and acknowledge that time is of the essence in resolving this issue. Therefore, the parties agree that final resolution must be reached on or before August 15th.
- g. If BSO and the CITY are able to reach an agreement regarding the consideration, the CITY shall pay BSO the consideration in twelve (12) equal monthly installments, payable on the first of each month.
- h. BSO shall reimburse or provide a credit to the CITY for any payment received from the Broward County School Board for School Resource Deputies.
- i. The CITY and BSO understand and acknowledge that staffing vacancies will occur throughout the term of this Agreement; however it is the intent of both the CITY and BSO to work cooperatively towards reducing vacancies and overtime and work towards the goal of maintaining a full staff of deputies working within the District.
- j. BSO shall provide the CITY with full staffing. The CITY shall be entitled to a credit for any vacancies that occur during the fiscal year. The CITY's entitlement to the vacancy credit shall be calculated quarterly. A vacancy occurs when a deputy or employee is absent from work and such absence results in a salary savings to BSO. The CITY's credit shall be calculated using the average budgeted cost of BSO Employees within the same

job classification for that fiscal year. BSO shall submit a monthly report detailing vacancy days. This report shall be delivered to the City Manager by the twentieth day of the month immediately following the month in which the vacancy occurred.

The credit shall be calculated on a quarterly basis for each fiscal year. For purpose of the last quarter for each fiscal year, vacancies shall be projected for August and September based upon BSO's vacancies during the month of July. In the event the actual vacancy credit for the month of August and September differs from the above projected figures, such difference shall be adjusted in the CITY's November payment.

- k. BSO shall have the right to temporarily fill any vacancy within the CITY, through temporary staffing or overtime, provided that BSO fills the vacancy with an employee with a job classification and rank equivalent to the absent BSO employee and includes such information in the quarterly report to the City Manager. BSO shall educate any temporary staff assigned to the District with respect to the general make-up of the CITY and its geographic areas, its industrial, business and residential composition and its public safety related issues. The CITY shall be entitled to a vacancy credit for any vacancy, unless the vacant position is temporarily filled through overtime or temporary staffing, and if BSO receives a salary savings. Should BSO agree to modify the method for calculating vacancy credits with any other city, the CITY will be provided with the same option for calculating vacancy credits.
- l. The parties recognize that the CITY has no right of setoff or to reduce the consideration payable to BSO by amounts in dispute absent a mutual written agreement of the parties.
- m. In the event that BSO subsequently enters into an agreement, amends an agreement or renews an agreement with a municipality or Broward County for police services (an "Eligible Agreement"), BSO shall post the Eligible Agreement on BSO's website within 10 business days of execution thereof and shall notify the CITY of such posting within 14 business days of execution thereof. If the CITY reasonably determines that the Eligible Agreement overall includes material terms that are more beneficial than the terms set forth herein (except for terms relating to grant funding designated for a particular municipality or Broward County, which are excluded from this Section), then the CITY shall be entitled to (i) the incremental dollar value of the more beneficial term(s), which shall be calculated in the same manner and methodology as used to calculate the estimated actual costs for the CITY and all other municipalities, or (ii) the terms, services or equipment under the Eligible Agreement, at the City's sole discretion, retroactive to the effective date of the Eligible Agreement. Thereafter, the parties shall proceed under this Agreement in accordance with the more beneficial terms. The Parties acknowledge that BSO may implement different operational programs and units in different customer jurisdictions based on the operational requirements of such jurisdictions.
- n. In addition to the consideration being paid by the CITY to BSO under this Agreement, and pursuant to the First Amendment to the Regional Interlocal Agreement Between Broward County and the CITY Providing for Cooperative Participation in a Regional Public Safety Intranet, the CITY agrees to pay its pro rata share for BSO's mobile and portable radios and auxiliary equipment to the extent allocated for the District in accordance with the First Amendment to the Regional Interlocal Agreement.

7. VEHICLE MARKINGS

Each patrol vehicle assigned to the District shall prominently display on the vehicle's exterior, the name of the CITY in three (3) to six (6) inch lettering, in accordance with the BSO standard vehicle markings.

8. FACILITIES

BSO shall operate at the following facilities as directed by the CITY - Police Services Center, required stations and substations. The Police Services Center and any other facilities owned by the CITY and used by BSO on a permanent basis are hereinafter collectively referred to as the "Facilities". Notwithstanding anything set forth herein to the contrary, City shall retain all dominion and control of the Facilities and BSO shall obtain no possessory interest in the Facilities by virtue of this contract. BSO's only activities on or in the Facilities shall be those related to fulfilling its contractual obligations as set forth herein. It is understood and agreed that the City shall continue to use the facilities for municipal purposes to the extent those activities do not materially interfere with the provision of services to the City within the City as required herein. Non-BSO employees shall comply with BSO security requirements for entry into BSO occupied areas of the Facilities. BSO shall occupy the Facilities and use the furnishings and equipment contained in the Facilities in connection with performing the Police Services within the District, at no additional cost to BSO but only for the term of this Agreement.

The CITY shall be responsible for major repairs of the Facilities and property (i.e., to include HVAC systems, electrical systems, roof systems and storm damage to the facility and property). BSO shall be responsible for daily custodial services and shall maintain the Facilities in a clean condition, free from debris, normal use excepted. BSO further agrees not to destroy, deface, damage, impair, or remove any part of the Facilities. In the event BSO, its employees, agents, or invitees destroy, deface, damage, impair, or remove any part of the CITY's Facilities, BSO shall be responsible for repairing or replacing such property.

Except as provided in the preceding paragraph, maintenance and repair services for the Facilities shall be supplied by the CITY. CITY agrees to keep the Facilities in good structural repair. CITY shall maintain and keep in good repair the roof, lighting, walls, foundations, sidewalks, ceilings, doors, windows, sprinkler and hot water systems, heating systems, air conditioning systems, plumbing, wiring, electrical fixtures and all other structural components. CITY further agrees to maintain in good repair the parking area and all common areas. CITY shall also make any repairs necessitated by water seepage or by other causes not under BSO's control. CITY shall also make all repairs or changes which may be necessary to make the premises and the use herein contemplated comply with applicable laws, ordinances, orders or regulations of any federal, state, county or municipal authority now or hereafter in effect unless specifically exempted therefrom.

City shall pay for all utility costs including, but not limited to, voice and data hardware, software [except for BSO network and system hardware and software], and connectivity, electric, sewer and water for the facilities.

BSO's personnel shall not conduct personal business at the Facilities. BSO's personnel shall only park personal vehicles in designated parking areas. The Facilities shall only be utilized for appropriate police services within the City, unless otherwise mutually agreed upon by

BSO and the City Manager. BSO shall not use the Facilities to service any other contracts, clients or obligations of BSO, except as otherwise provided in this Agreement. The CITY and BSO shall not permit the Facilities or the vehicles provided by the CITY to be utilized for political or campaign purposes by candidates running for public or private office or ballot initiatives.

BSO shall not permit unaccompanied minors in the Facilities except for minors participating in BSO approved youth programs.

The CITY shall provide BSO with adequate parking spaces within reasonable proximity to the Police Services Center so as not to hinder BSO's ability to perform its obligations set forth herein.

Each party will maintain insurance coverage, as it deems necessary, to cover such party's responsibilities as set forth in Agreement. The adequacy of such coverage shall not limit the party's responsibilities set forth herein.

Upon the expiration or earlier termination of this Agreement, BSO shall surrender possession of the Facilities and all CITY-owned furnishing and CITY-owned equipment within the Facilities that are occupied by BSO to provide services within the CITY, to the CITY. The Facilities shall be broom clean and in the same condition as received, except for ordinary wear and tear and: items and issues that are the responsibility of the CITY, which BSO was not otherwise obligated to remedy under any provisions of this Agreement.

9. DISTRICT CHIEF

BSO shall provide, pursuant to this Agreement, a District Chief. The District Chief shall be assigned full-time to the CITY and shall provide direct supervision of activities at the CITY's Police Services Center and District Employees provided pursuant to this Agreement. The District Chief shall, among other specified duties, act as liaison between BSO and the CITY. BSO's District Chief shall also function as a member of the CITY's staff with regard to law enforcement issues and report to the City Manager in that capacity. The District Chief shall be responsible for all law enforcement related emergency management duties on behalf of the CITY, and his or her responsibilities, except for his or her responsibilities to BSO, shall be limited to the CITY and the areas of unincorporated Broward County, as described herein. The CITY and BSO understand and acknowledge that the District Chief is employed by BSO and therefore has certain employment responsibilities to BSO, however such responsibilities shall not substantially interfere with the District Chief's responsibilities as the CITY's District Chief.

The CITY currently has a District Chief. In the event the position of District Chief becomes vacant, the selection of a District Chief shall be in the absolute discretion of the City Manager and shall be initiated by BSO selecting three (3) qualified candidates for the position of District Chief, one of which shall be the current Deerfield Beach District Executive Officer. BSO agrees to make such selections in good faith and in the best interest of the CITY. BSO shall provide the CITY with written notification of the selected candidates and their qualifications within 15 days of the vacancy of the District Chief or within 15 days of the BSO's knowledge that the District Chief position will become vacant, whichever occurs first. Within ten (10) days after the CITY's receipt of such notice, representatives from both BSO and the CITY shall meet to discuss the candidates' qualifications. In the event none of the

candidates are acceptable to the City Manager, BSO shall submit the names of three (3) additional candidates for consideration. This process shall continue until such time as the City Manager has selected an individual to serve as the District Chief. The CITY shall have the opportunity to interview each of the candidates. The District Chief position shall be subject to the provisions of this Agreement. During the selection process, BSO shall put in place a temporary Chief until the permanent Chief is selected.

The District Chief shall meet and confer with the City Manager or designee as needed and directed by the City Manager, for the purpose of maintaining the viability and vitality of this Agreement. The District Chief shall maintain his/her principal office and shall be principally located in the Police Headquarters at all times during the Term and shall serve on a full-time basis, until such time as there is a transfer or change of duty of him/her according to the terms of this Agreement.

The District Chief shall have the rank of Captain or higher. The District Chief shall remain an employee of BSO, subject to the development strategies designed to enhance current capabilities and future assignments of the Broward Sheriff's Office. Succession planning remains BSO's commitment to the current and future needs of both the CITY and the Broward Sheriff's Office. In order to effectively administer issues such as promotions, special assignments, discipline, succession planning and personal development, BSO shall notify and confer with the City Manager prior to any reassignment of the District Chief.

In the event the CITY becomes dissatisfied with the performance of the District Chief, the CITY shall provide notification to BSO. Thereafter, representatives of BSO and the CITY shall meet to discuss possible remedies of the problems experienced by the CITY. BSO agrees to act in good faith in resolving any problems experienced by the CITY. The City Manager may remove the District Chief at any time, without cause. If the City Manager, in his or her sole discretion, with or without cause, still desires that BSO remove the District Chief, BSO shall do so immediately.

BSO, in its sole discretion, shall have the right to remove the District Chief from the CITY at any time for any of the following reasons:

- a. The District Chief is being promoted in rank;
- b. The District Chief is being demoted;
- c. The District Chief is being disciplined;
- d. The District Chief is retiring;
- e. The District Chief submits a request to transfer out of the City;
- f. The District Chief is under investigation by BSO or any other federal, state or local law enforcement agency;
- g. The District Chief's failure to meet documented BSO performance standards and requirements; or
- h. Prior to the removal of the District Chief, BSO meets with the City Manager and notifies the City Manager that BSO has lost confidence in the District Chief.

The removal of the District Chief from the City for any reason not specified above shall require the prior approval of the City Manager.

10. FINES, FORFEITURES, REVENUES: PAYMENT

- a. All law enforcement education funds levied and collected by the Clerk of the Court and earmarked for and forwarded to the CITY pursuant to Florida Statutes, Section 943.25, shall be assigned over to the BSO and used by the District for the law enforcement education purposes authorized in the statute. Apart from such funds and except for the provisions set forth in subsection 10(k) of these General Terms and Conditions, Grant Funds and Miscellaneous Revenues, BSO shall have no claim or right to any other monies or things of value that the CITY receives or may hereinafter receive by way of entitlement programs, grants or otherwise in connection with law enforcement activities.
- b. The CITY and BSO do hereby acknowledge, one to the other, that nothing contained herein shall in anyway be construed to impair the CITY's right to the disposition of fines and forfeitures to which the CITY would be entitled, pursuant to Florida Statutes, Section 316.660 as may be amended from time to time, or as to proceeds and forfeitures arising under the sale or disposition of unclaimed property or under any statutory or common law proceeding to which the CITY would otherwise be entitled, except as limited herein.
- c. The CITY and BSO agree that BSO shall be responsible for determining whether asset forfeiture proceedings for property seized within the CITY through active participation of District personnel shall be initiated, except as otherwise indicated herein. Any state law forfeiture actions filed under Chapter 932, Florida Statutes, for property seized within the CITY through active participation of District personnel shall be initiated and managed by BSO, which shall have sole discretion to determine legal strategy and litigation resolution based upon the best interests of the CITY and BSO.
- d. The CITY and BSO agree that BSO shall be responsible for determining whether asset forfeiture proceedings for property seized within the CITY through the active participation of District personnel shall be initiated, except as otherwise indicated herein. Any state law forfeiture actions filed under Chapter 932, Florida Statutes, for property seized within the CITY through active participation of District personnel shall be initiated and managed by BSO, which shall have sole discretion to determine legal strategy and litigation resolution based upon the best interests of the CITY and BSO. Asset forfeitures seized utilizing Federal law will be managed pursuant to Federal Regulations. Awarded Federal forfeiture funds shall be equitably distributed by the applicable Task Force Memorandum of Understanding, less any costs as described herein, and any funds allocated for the City's share shall be deposited into the BSO's Federal Law Enforcement Trust Fund (hereinafter referred to as the "Funds"). Such funds will be earmarked for BSO's use within the City as provided under federal law. BSO agrees that any currency seized within the CITY, through active participation of the District's personnel, pursuant to Chapter 932 of the Florida Statutes, or Federal regulations and subsequently forfeited solely to BSO, shall be deposited into the City's Law Enforcement Trust Fund established by the CITY, or BSO Federal LETF fund as applicable, less any costs as described in paragraph 10(h) herein (hereinafter referred to as the "Funds"). The State Funds shall be and shall always remain in the ownership of the CITY and BSO shall not have any right to ownership and control of such Funds. During the term of this Agreement, such Funds

may be earmarked for the BSO's use within the confines of the City, upon approval of the CITY as follows:

1. Upon concurrence of the District Chief, with approval of the BSO chain of command, and the City Manager, BSO may apply to the CITY for the use of such Funds, within the boundaries of the CITY, if such application is in compliance with Florida Statutes.
 2. The District Chief shall first submit the request to BSO's legal counsel for a determination as to whether the request complies with applicable law. If BSO's legal counsel finds that the request complies with applicable law, the District Chief shall then submit the request, accompanied by a written certification that the request complies with the provisions of §932.7055(4) Florida Statutes, to the City Manager.
 3. If the request and accompanied written certification are acceptable to the City Manager, the City Manager may place the request and written certification on the agenda for the City Commission's consideration.
 4. Upon appropriation, such funds shall be made available to BSO for its designated use within the confines of the City. The City shall transfer ownership of any personal property purchased with the Funds to BSO for exclusive use within the District.
- e. The parties agree that the decision to dispose of or use personal property, other than currency, seized within the CITY through active participation of the District personnel and subsequently forfeited solely to the CITY under Chapter 932, Florida Statutes, shall be in the sole discretion of the CITY.
1. If the CITY decides to use personal property, other than currency, forfeited to the CITY under Chapter 932, Florida Statutes, the City shall reimburse BSO for any costs, as described in paragraph 10(h), below, incurred in the seizure and forfeiture of such property.
 2. BSO shall annually invoice the CITY for all actual costs incurred by BSO in the forfeiture action including, but not limited to, filing fees and advertising costs, and the CITY shall have forty-five (45) calendar days to pay such invoice. BSO shall submit the annual invoice to the CITY on or before September 30th of each fiscal year;
 3. Upon concurrence of the District Chief, with approval of the BSO chain of command, and the City Manager, BSO may apply to the CITY to use such personal property either within or outside the CITY, and if approved by the CITY, BSO may use such personal property in accordance with such approval, however BSO shall then be responsible for all costs incurred in the forfeiture of that personal property.
 4. In the event BSO disposes of the property prior to termination of this Agreement, BSO shall allocate the net proceeds from the disposition to the CITY's Law Enforcement Trust Fund.
 5. In the event that this Agreement is terminated and such property is still in use by BSO within or outside the CITY, such property shall be turned over to the CITY.

6. If the CITY decides to dispose of personal property, other than currency, forfeited to the CITY under Chapter 932, Florida Statutes, or Federal law, proceeds of the sale of such property, less costs as described in paragraph 12 (h) herein, shall be deposited in the CITY's Law Enforcement Trust Fund, or held by BSO for City's use as required by Federal law. Proceeds from the sale of property deposited in the CITY's Law Enforcement Trust Fund may be designated for BSO's use within the confines of the City, in the same manner as provided in subsection 10(d) above.
 7. If the personal property is approved by the CITY for use by BSO outside of the City boundaries, BSO will promptly notify the City Manager of such use.
- f. BSO agrees to notify the CITY of its intent to initiate forfeiture proceedings involving real property seized solely by District staff, prior to the filing of a Complaint for Forfeiture. The CITY shall notify BSO within five (5) business days of any objections it has related to the impending forfeiture proceeding. In the event, the parties are unable to reach a mutually agreed upon decision, the final decision to proceed shall be made by the CITY. The parties agree that the decision to use or dispose of real property seized within the CITY, through active participation of the District's personnel, and subsequently forfeited solely to the District pursuant to Chapter 932, Florida Statutes, shall be in the absolute and sole discretion of the CITY.
1. If the CITY decides to dispose of such real property, proceeds from the sale of the real property shall be deposited into the CITY's Law Enforcement Trust Fund, less any loans, mortgages, liens, costs (as described in subsection 10(h) herein, below) or any other encumbrance on the property incurred by BSO in the seizure, forfeiture, or sale of such property. Proceeds from the sale of real property deposited in the CITY's Law Enforcement Trust Fund may be designated for BSO's use within the confines of the City, in the same manner as provided in subsection 10(d), above.
 2. If the CITY decides to use such real property, the City shall reimburse BSO for any loans, mortgages, liens, costs (as described in paragraph 10(h), below) or any other encumbrance on the property incurred by BSO in the seizure and forfeiture of such property. However, prior to filing a forfeiture complaint for real property seized within the CITY, BSO's legal staff shall first consult with CITY's legal advisor for authorization to proceed with the forfeiture due to the potential for excessive costs to the CITY from mortgages, liens or other encumbrances on the real property. CITY shall provide BSO with a filing decision on the prospective forfeiture within three (3) working days after obtaining all relevant information from BSO required to adequately evaluate the equity of the seized real property, including, but not limited to, the value of the property and any liens thereon.
 - i. BSO shall invoice the CITY for all actual costs incurred by BSO in the forfeiture action, and the CITY shall have thirty (30) days to pay such invoice;
 - ii. BSO may apply to the CITY to use such real property, and if approved, BSO may use such real property in accordance with such approval.
 - iii. In the event that this Agreement is terminated and such property is still in use by BSO, such property shall be turned over to the CITY.

- g. In the event that real or personal property is seized within the CITY through active participation of District personnel and the active participation of personnel from other law enforcement agencies, and such property is forfeited to multiple law enforcement agencies pursuant to Chapter 932, Florida Statutes, or Federal law, the decision to use or dispose of such property shall be made by agreement of the participating agencies. If such property is sold, the CITY's share of the proceeds of such sale, less costs (defined in Section 10(h)) incurred in the seizure, forfeiture, and sale of such property, shall be based upon the ratio that the District's personnel's participation bears to the participation of all law enforcement agencies and units that participated in the seizure of the property. The City's share of proceeds from the sale of such property shall be deposited into the CITY's Law Enforcement Trust Fund, and may be earmarked for BSO's use, in the same manner as provided in subsection 10(d), above.
- h. Any costs incurred in the seizure, forfeiture, or sale of personal or real property seized within the CITY, through active participation of the District personnel and subsequently forfeited shall be paid by the CITY or reimbursed to BSO, in the following priority:
 - 1. Payment of the balance due on any lien on personal or real property preserved by the court in the forfeiture proceedings.
 - 2. Payment of the cost incurred in connection with the storage, maintenance, security, forfeiture proceeding (i.e. court costs, publication costs) and sale of such property.
- i. BSO shall, on a quarterly basis, supply the CITY with a written report of the above-described fines and forfeitures. The report(s) shall include a description and estimate of value of properties seized under the laws of the State of Florida, whether or not disposition thereof has been adjudicated. The report(s) shall detail the quarterly revenues and expenditures from the CITY's Law Enforcement Trust Fund. Moreover, the report(s) shall be amended, from time to time, by reflecting the ultimate disposition of property described in an earlier report(s), and such amendatory report(s) shall be submitted to the CITY within thirty (30) days of the ultimate adjudication with regard to the seizure of the property.
- j. CITY shall be responsible to meet all reporting requirements for all forfeiture proceeds under federal and state law, and BSO shall provide all necessary information pertaining to same to CITY in a timely manner for such purpose. BSO shall also provide technical assistance to CITY staff if requested with regard to the reporting procedure.
- k. Grant funds and miscellaneous revenues. BSO shall cooperate with the CITY and, to the extent allowable by law, act as the law enforcement agent on behalf of the CITY in the continued application, maintenance, and accounting of grants and entitlements as well as aggressively pursuing additional grant program funds as they become available. The CITY shall make these funds available to the BSO to carry out the intent of the grant program as approved by the granting agency and the CITY. Except as otherwise set forth herein, it is understood by both parties that all revenues currently received by the CITY as a result of law enforcement activities shall continue to be received by the CITY as previously mentioned herein or as may be added in the future. This shall include, but not be limited to, towing fees per the CITY's current agreement.

11. TOWING

It is recognized that the CITY may enter into a towing agreement with a local vendor. From time to time, BSO, through its agents or employees, investigates traffic cases and/or fatalities which require stringent custodial procedures where criminal evidence is involved. If the CITY enters into a towing agreement with a local vendor, BSO shall honor the CITY's agreement for tows occurring within the municipal boundaries of the CITY; provided however, that the vendor meets all of BSO's specifications with regards to maintaining criminal evidence in the above described cases; BSO vehicles assigned to the CITY or in need of towing within the CITY are towed by the vendor at no cost to BSO; vendor provides towing and storage services for property with evidentiary/investigative holds at no cost to BSO and the owner; and the vendor lists BSO as an additional insured on insurance policies meeting the specifications of BSO's Risk Administrator. BSO reserves the right to use another vendor to tow if the CITY's vendor fails to comply with the BSO specifications, refuses to tow BSO vehicles as described above at no cost, or fails to list BSO as an additional insured. Further, BSO also reserves the right to continue to use towing services other than those of the CITY's vendor with regards to all confiscations/forfeiture cases occurring within the CITY. On an annual basis, BSO shall provide the CITY with a credit equal to the amount of total revenues received by BSO from towing services provided within the CITY.

12. INSURANCE

BSO shall maintain liability and automobile insurance policies in the amounts set forth below:

General Liability \$1,000,000/\$2,000,000

Automobile Liability \$1,000,000/\$2,000,000

BSO shall maintain these insurance policies throughout the Term. BSO shall provide the CITY with copies of the insurance policies required hereunder and all renewals thereof. The costs of all these insurance policies shall be the sole obligation of BSO; however the CITY understands and acknowledges that the cost of this coverage is allocated to the CITY through the consideration set forth in the Special Terms and Conditions of this Agreement. BSO may provide the insurance required in this Section through a self-insurance program.

The CITY shall during the Term, at its sole cost and expense, maintain appropriate insurance coverage to include General Liability and Fire and Casualty coverage either through a commercial insurance carrier or a self-insurance program of sufficient coverage to protect the CITY and the BSO in the event of claims related to the Facilities or damage/destruction of Facilities.

13. DEFAULT

- a. The occurrence of any one or more of the following shall constitute a "Default" by the party causing same (the "Defaulting Party"):
 1. Payment. Failure of the Defaulting Party to pay any amount required hereunder, whether for Consideration or any other obligations, within ten (10) days after such is due hereunder, provided the Defaulting Party is first given written notice with ten (10) calendar days to cure;

2. Performance of Services. Failure of BSO to perform the Police Services as required herein at any time during the Term;
 3. Other Performance. Failure of the Defaulting Party to perform any other covenant, condition, agreement or provision contained herein (other than the Police Services) or to cure any misrepresentation or breach of any representation or warranty herein within thirty (30) days after receipt by the Defaulting Party of written notice of such failure, misrepresentation or breach;
 4. Bankruptcy of Defaulting Party. Commencement of bankruptcy, insolvency, assignment for the benefit of creditors or receivership proceedings in respect of the Defaulting Party; or
 5. Default. Failure of the Defaulting Party to perform any covenant, condition, agreement or to cure any misrepresentation or breach of any representation or warranty in any other agreement between the parties hereto within any applicable grace period provided in such agreement.
- b. Upon the occurrence and continuance of a Default by the Defaulting Party, the party not in Default (the "Non-Defaulting Party") may, at its option and without any obligation to do so and in addition to any other remedies otherwise set forth in this Agreement, elect any one or more of the following remedies:
1. Terminate this Agreement pursuant to Section 14 herein;
 2. Withhold payment or performance under this Agreement until such time as such Default is cured, provided the performance level does not compromise the safety of the public;
 3. Cure such Default and recover the costs thereof, together with interest thereon at the lesser of 18% or the maximum legal rate permitted by applicable law, from the Defaulting Party;
 4. Seek injunctive relief to enjoin any act of the Defaulting Party in violation hereof;
 5. Seek specific performance of any covenant or obligation of the Defaulting Party hereunder; or
 6. Pursue any other remedy now or hereafter available under the laws or judicial decisions of the State of Florida.
- c. Interest and Late Charges. Any payments due hereunder, whether for Consideration, rents, taxes, utilities, insurance or any other obligations, overdue for more than ten (10) days shall bear interest from the date due at the lesser of eighteen percent (18%) or the maximum legal rate permitted by Applicable Law. In addition, the Defaulting Party shall pay for the Non-Defaulting Party's administrative and collection expenses incurred in connection therewith, and not as interest, a late charge equal to five percent (5%) of the amount overdue. The terms of this paragraph shall also apply to BSO's payment obligations under this Agreement.

14. **TERMINATION**

- a. Either party may terminate this Agreement at its discretion either with or without cause, by giving written notice thereof to the other party; provided the other party has no less than ninety (90) days prior written notice of such termination. At the expiration of the ninety (90) day notice period as described in the preceding provision, the transition period as set forth in subsection (c) of this Section 14 shall commence.
- b. In the event of a material breach, either party may provide the other party with written notice of the material breach. The other party shall have thirty (30) days from the date of its receipt of such notification to cure such material breach, except for a material breach of any payment obligation under this Agreement in which case the other party shall have 10 days from the date of receipt of the notice to cure the payment obligation breach. If the material breach is not cured within such time periods, the non-breaching party may terminate this Agreement immediately, subject to the transition period in subsection (c) of this Section 14. Material breaches shall include but are not limited to, failure by the CITY to pay BSO pursuant to the consideration provisions set forth in the Special Terms and Conditions of this Agreement, violations of Governing Standards, local or federal laws, the BSO policies and procedures, or the terms and conditions of this Agreement.
- c. Termination for Lack of Funds. In the event the funds to finance this Agreement become unavailable due to lack of payment of consideration by City, BSO may provide CITY with thirty (30) calendar days written notice of termination. At the expiration of the thirty (30) day notice period as described in the preceding provision, the transition period as set forth in the subsection D of this Section 14 shall commence. Nothing in this Agreement shall be deemed or construed to prevent the parties from negotiating a new Agreement in this event.
- d. In the event of termination or expiration of this Agreement, BSO and the CITY shall cooperate in good faith in order to effectuate a smooth and harmonious transition from BSO to a CITY police department or other provider of police services and to maintain during such period of transition the same high quality of police service as contemplated by this Agreement. In the event of such termination or expiration and in the further event that the CITY is unable to provide for the same level of police protection at the time of such termination or expiration, the then pending term of this Agreement shall be deemed automatically extended for a period of 24 months or until CITY is capable of rendering such police service, whichever occurs sooner. The consideration to be paid to BSO during the transition period shall be based upon the actual cost of providing such services during the transition period at the level of staffing determined reasonably necessary by BSO. In the event this Agreement expires while the parties are negotiating a new agreement, this Agreement may be extended for a period of time not to exceed 90 days with the mutual agreement of BSO and the City Manager under the same terms and conditions. Any extension of the 90 day time period will require the approval of the City Commission.
- e. Equipment and Vehicles. In the event of termination or upon the expiration of this Agreement, the CITY may request to purchase from BSO any piece of equipment, including police vehicles owned by BSO that is directly attributable to or in use by the District at the time of such termination or expiration in connection with the services contemplated herein. The purchase price for such equipment shall be determined by

mutual agreement of the parties based on the fair market value of such equipment at the time of the CITY's election to purchase.

Upon termination or expiration of this Agreement, all equipment and vehicles shall remain in service within the CITY until such time as the CITY and BSO execute such documents as are necessary to transfer liability for such vehicles and/or equipment from BSO to the CITY at the time the CITY takes possession of such vehicles and/or equipment.

Upon the parties reaching a mutual agreeable purchase price for the equipment pursuant to this Section, and payment by the CITY, BSO shall convey all of its rights, title and interest, thereto, including police vehicles, to the CITY by Bill of Sale Absolute or Certificate of Title, as applicable.

15. INDEMNIFICATION

- a. The CITY and BSO shall each be separately liable and responsible for the actions of their respective officers, agents and employees in the performance of their respective obligations under this Agreement.
- b. To the extent permitted by law, the CITY shall indemnify, defend, and hold BSO, its officials, agents, servants and employees, harmless from any and all liability, actions, causes of action, suits, trespasses, damages, judgments, executions, claims and demands of any kind whatsoever, in law or in Equity, which results from or arises out of the intentional or negligent acts or omissions of the CITY, its employees, agents, or servants and the CITY shall indemnify BSO, its officials, agents, servants and employees, for damages, judgments, claims, costs, expenses, including reasonable attorney's fees, which BSO, its officials, agents, servants and employees, might suffer in connection with or as a result of the intentional or negligent acts of the CITY, its employees, agents, or servants. For purposes of this provision, the CITY's employees shall not be deemed agents or servants of BSO and BSO's employees shall not be deemed agents or servants of the CITY. The CITY shall at all times be entitled to the benefits of sovereign immunity as provided in Florida Statutes, Section 768.28, and common law. Nothing contained in this Agreement shall be construed as a waiver of sovereign immunity.
- c. To the extent permitted by law, BSO shall indemnify, defend, and hold the CITY, its officials, agents, servants and employees, harmless from any and all liability, actions, causes of action, suits, trespasses, damages, judgments, executions, claims and demands of any kind whatsoever, in law or in equity, which results from or arises out of the intentional or negligent acts or omissions of BSO, its employees, agents, servants and BSO shall indemnify the CITY, its officials, agents, servants and employees, for damages, judgments, claims, costs, expenses, including reasonable attorney's fees, which the CITY, its officials, agents, servants and employees, might suffer in connection with or as a result of the intentional or negligent acts of BSO, its employees, agents, or servants. For purposes of this provision, the CITY's employees shall not be deemed agents or servants of BSO and BSO's employees shall not be deemed agents or servants of the CITY. BSO shall at all times be entitled to the benefits of sovereign immunity as provided in Florida Statutes, Section 768.28, and common law. Nothing contained in this Agreement shall be construed as a waiver of sovereign immunity.

16. CONTRACTOR RELATIONSHIP

CITY hereby retains BSO as an independent contractor to provide Police Services for the CITY, subject to the terms and conditions contained herein. As an independent contractor, BSO shall have discretion and operational oversight regarding the manner and means in which Police Services shall be provided to the CITY, unless otherwise provided herein. Notwithstanding BSO's independent contractor status hereunder, BSO and the District Employees shall have the power and authority granted by the CITY pursuant to Section 3 hereof.

17. NO PARTNERSHIP

The relationship between the CITY and BSO shall be solely as set forth herein. Neither party shall be deemed the employee, agent, partner or joint venturer of the other, nor have, or represent to have, any authority or capacity to make or alter any agreement on behalf of the other, to legally bind the other, to credit or receive money due on behalf of the other or to do any other thing on behalf of the other, except as specifically set forth herein. Neither the CITY nor BSO shall have or attempt to exercise any control or direction over the methods used by the other to perform its work, duties and obligations under this Agreement except as specifically set forth herein. The respective employees, agents and representatives of each of the CITY and BSO shall remain their own employees, agents or representatives, and shall not be entitled to employment benefits of any kind from the other, except as specifically set forth herein. The CITY and BSO shall assume full responsibility for their own compliance with any and all Applicable Laws.

18. REPRESENTATIONS AND WARRANTIES OF CITY

The CITY represents, warrants and covenants to BSO as of the date hereof and throughout the Term the following:

- a. The CITY is and shall remain duly organized, validly existing and in good standing under the laws of the State of Florida. The CITY has and shall retain the requisite power and authority to conduct its business, to enter into this Agreement and to perform the terms hereof and by proper action on behalf of the CITY has duly authorized, executed and delivered this Agreement and any and all instruments in connection herewith.
- b. This Agreement has been duly executed and delivered by the CITY and constitutes the valid and legally binding obligation of the CITY enforceable in accordance with its terms, except as may be limited by bankruptcy, reorganization or similar laws affecting creditors' rights generally.
- c. Neither the execution and delivery of this Agreement, the consummation of the transaction contemplated hereby nor the fulfillment of or compliance with the terms and provisions hereof (a) conflicts with, or result in a material default under or breach of or grounds for termination of, any material agreement or any license, permit or other governmental authorization to which CITY is a party or by which CITY is bound, (b) results in the violation by the CITY of any provision of any Applicable Law applicable to CITY or to which CITY may be subject, (c) violate or conflict with any charter or other document governing the actions of CITY, or (d) require CITY to obtain or make any consent, authorization, approval, registration or filing under Applicable Law or order of

any court or governmental agency, board, bureau, body, department, authority or any other person which has not already been obtained. The CITY is not in default with respect to any order, judgment, ordinance, award or decree of any governmental agency or instrumentality affecting this Agreement or the transactions contemplated hereby.

- d. No representation or warranty made by the CITY herein or in any schedule, exhibit or other document executed or delivered in connection herewith when taken as a whole contains any untrue statement of a material fact or omits to state any material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading in any material respect.

19. REPRESENTATIONS AND WARRANTIES OF BSO

BSO represents, warrants and covenants as of the date hereof and throughout the term of this Agreement the following:

- a. BSO is the duly elected or appointed, qualified and incumbent Sheriff of Broward County, Florida, has and shall retain the requisite power and authority pursuant to the power so vested in him under Applicable Law to conduct its business, to enter into this Agreement and to perform the terms hereof and by proper action has duly authorized, executed and delivered this Agreement and any and all instruments in connection herewith;
- b. This Agreement has been duly executed and delivered by BSO and constitutes the valid and legally binding obligation of BSO enforceable in accordance with its terms, except as limited by bankruptcy, reorganization or similar laws affecting creditors' rights generally.
- c. Neither the execution and delivery of this Agreement, the consummation of the transaction contemplated hereby nor the fulfillment of or compliance with the terms and provisions hereof (a) conflicts with, or result in a material default under or breach of or grounds for termination of, any material agreement or any license, permit or other governmental authorization to which BSO is a party or by which BSO is bound, (b) result in the violation by BSO of any provision of any Applicable Law applicable to BSO or to which BSO may be subject, (c) violate or conflict with any charter or other document governing the actions of BSO, or (d) require BSO to obtain or make any consent, authorization, approval, registration or filing under Applicable Law or order of any court or governmental agency, board, bureau, body, department, authority or any other person which has not already been obtained. BSO is not in default with respect to any order, judgment, ordinance, award or decree of any governmental agency or instrumentality affecting this Agreement or the transactions contemplated hereby.
- d. BSO has complied and shall comply with all Applicable Laws relating to the performance of the Police Services and the employment of the District Employees.
- e. No representation or warranty made by BSO herein or in any schedule, exhibit or other document executed or delivered in connection herewith when taken as a whole contains any untrue statement of a material fact or omits to state any material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading in any material respect.

- f. The parties recognize that neither party has the right to modify the terms and conditions of this Agreement (i.e. staffing, consideration), unless such modification is mutually agreed upon through a formal written amendment or authorized in accordance with Section 6(l). Additionally, neither party shall have the right of setoff nor the right to reduce its contractual obligation to the other party by amounts in dispute absent a mutual written agreement of the parties, except as otherwise provided herein.

20. INTERPRETATION

Except where the context otherwise requires, reference to something in the singular shall include the plural and vice versa. Unless otherwise noted, reference to a party to this Agreement includes that party, and its permitted successors and assigns. Lastly, the captions or headings in this Agreement are for convenience only, and are not meant to limit the scope or intent of the particular provisions.

21. ACCOUNTING TERMS

All references in this Agreement to generally accepted accounting principles shall be to such principles as in effect from time to time in the United States of America. All accounting terms used herein without definition shall be used as defined under such generally accepted accounting principles.

22. CROSS REFERENCES

Unless otherwise specified, references in this Agreement to any Article or Section are references to such Article or Section of this Agreement, and, unless otherwise specified, references in any Article, Section or definition to any clause are references to such clause of such Article, Section or definition. The words "hereof", "hereby", "hereto", "herein", "hereunder" and the like refer to this Agreement in its entirety.

23. DRAFTING

This Agreement shall not be construed more strictly against one party than against the other merely because it may have been prepared by counsel for one of the parties, it being recognized that both parties have contributed substantially and materially to its preparation.

24. NOTICE

All notices and other communications under this Agreement shall be in writing and shall be deemed to have been given three (3) business days after deposit in the mail, designated as certified mail, return receipt requested, postage-prepaid, or one (1) business day after being entrusted to a reputable commercial overnight delivery service, or when sent by email or facsimile on a business day addressed to the party to which such notice is directed at its address determined in accordance with this Article with customary confirmation of receipt of such email or facsimile received. All notices and other communications under this Agreement shall be given to the parties hereto at the following addresses:

CITY:

See Special Terms and Conditions

BSO:

Sheriff
Broward Sheriff's Office
2601 W. Broward Boulevard
Fort Lauderdale, FL 33312

Any party hereto may change the address to which notices shall be directed under this Section by giving ten (10) days written notice of such change to the other parties.

25. NON-ASSIGNABILITY

Neither party shall assign any of its obligations or benefits imposed hereby or contained herein, except upon the other party's prior written approval.

26. TIME OF THE ESSENCE

Time shall be of the essence in the payment and performance of all obligations hereunder. All references herein to this Agreement or the Term shall include the initial Term and any renewal or extension of the Term.

27. ENTIRE AGREEMENT

This Agreement, together with any other agreements entered into contemporaneously herewith, constitutes and represents the entire agreement between the parties hereto and supersedes any prior understandings or agreements, written or verbal, between the parties hereto respecting the subject matter herein. This Agreement may be amended, supplemented, modified or discharged only upon an agreement in writing executed by all of the parties hereto. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and permitted assigns. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

28. APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, United States of America, and, unless otherwise agreed to in writing by both parties hereto, venue and jurisdiction shall lie only in Broward County, Florida. Each of CITY and BSO hereby submits to such jurisdiction and venue and waives any defense of inconvenient forum in relation hereto.

29. WAIVER OF RIGHTS

CITY and BSO hereby irrevocably waive, to the fullest extent permitted by law, the posting of any bond, surety or other security that might be required of any party in any actions, proceeding or counterclaim, whether at law or equity, brought by either of them. Further, CITY and BSO hereby irrevocably waive, to the fullest extent permitted by law, trial by jury on any action, proceeding or counterclaim, whether at law or equity, brought by either of them.

30. SEPARABILITY

Each and every covenant and agreement herein shall be separate and independent from any other and the breach of any covenant or agreement shall in no way or manner discharge or relieve the performance of any other covenant or agreement. Each and all of the rights and remedies given to the Non-Defaulting Party by this Agreement or by law or equity are cumulative, and the exercise of any such right or remedy by the Non-Defaulting Party shall not impair the Non-Defaulting Party's right to exercise any other right or remedy available to the Non-Defaulting Party under this Agreement or by law or equity.

31. WAIVER

No delay in exercising or omission of the right to exercise any right or power by any party hereto shall impair any such right or power, or shall be construed as a waiver of any breach or default or as acquiescence thereto. One or more waivers of any covenant, term or condition of this Agreement by either party shall not be construed by the other party as a waiver of a continuing or subsequent breach of the same covenant, provision or condition. The consent or approval by either party to or of any act of the other party of a nature requiring consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act. Payment or receipt of a lesser amount than that due hereunder shall not be deemed to be other than on account of the earliest amount due hereunder. Any endorsement or statement on any check or letter accompanying any check shall not be deemed an accord and satisfaction and the receiving party may accept and negotiate such check or payment without prejudice to that party's right to recover the balance of the full amount due or pursue any other remedy available hereunder.

32. ATTORNEYS' FEES

In the event of any controversy arising under or relating to the interpretation or implementation of this Agreement or any breach thereof, the prevailing party shall be entitled to payment for all reasonable costs and reasonable attorney's fees (both trial and appellate) incurred in connection therewith.

33. DESCRIPTION OF SERVICES

BSO shall provide comprehensive law enforcement services within the municipal boundaries of the CITY which includes services (a) customarily rendered by municipal police departments or BSO, and (b) required to be performed under Applicable Laws or CITY Ordinances, unless the subsequent modification or adoption of an Ordinance or Law results in additional costs to BSO in which case the CITY and BSO shall negotiate in good faith to address the increased costs.

BSO shall not utilize a third party provider for the provision of service referenced in this Agreement unless approved by the CITY in its sole and absolute discretion.

BSO law enforcement services are comprised of direct services, indirect services, special detail services and countywide services, which are defined as follows:

- a. Direct Services – are those services that are provided by the District Employees.

- b. Indirect Services – are those BSO-provided Non-District Employee services that are centralized within BSO, but provide benefits throughout Broward County (including the CITY).
- c. Special Detail Services – are those services offered by BSO pursuant to §30.2905, Florida Statutes, which authorizes BSO to administer a program that allows public and private entities to contract for the services of BSO’s deputies during off-duty hours.
- d. Countywide Services - those services that are funded by Broward County as a countywide service and provided by BSO to any and all Broward County law enforcement agencies (irrespective of whether they have an agreement with BSO) that request such service.

Each of these services is detailed further below.

DIRECT SERVICES:

The law enforcement services provided by the District Employees pursuant to this Agreement are as follows:

a. *Uniformed law enforcement patrol*

BSO shall provide uniformed law enforcement patrol services for the CITY twenty-four (24) hours per day, seven (7) days a week as required by Exhibit A.

The Patrol Zones may be modified upon mutual written agreement of the District Chief and the City Manager. In order to address the ever-changing law enforcement needs of the City, the District Chief or the Chief’s designee shall have the discretion to modify the deployment of BSO staff within those patrol zones. Deputy Sheriffs shall make every reasonable effort to respond to emergency calls as expeditiously as possible while maintaining safe operations, subject to BSO’s response standards and protocols.

b. *Other Law Enforcement Services*

In addition to uniformed law enforcement patrol service described above, District Employees shall provide the following law enforcement services for the CITY:

1. BSO shall provide public education programs;
2. BSO shall provide law enforcement action (i.e. DUI checkpoints, drug enforcement initiatives) as determined by the District Chief based on trends and statistics within the CITY or as requested by the City Manager. If the requested action results in additional costs the consideration shall be adjusted accordingly.
3. The District Chief or designee shall attend and participate at CITY staff meetings, CITY Commission meetings as requested by the City Manager or designee;
4. Upon the request of a homeowners’ association, the District Chief or designee shall attend the association’s membership meeting for the purpose of addressing District operations;
5. BSO shall provide the CITY with School Resource Deputies consistent with CITY’s contractual arrangement with the School Board of Broward County. School Resource

Deputies shall report to the District Chief and shall be assigned to schools subject to CITY approval. Any money paid to BSO from the School Board of Broward County for School Resource Deputies assigned to schools within the CITY shall be transferred to the CITY or credited to the CITY; and

6. BSO shall provide the Specific Services set forth in Exhibit A to this Agreement.

INDIRECT SERVICES:

The CITY indirectly receives the benefit of the following services associated with law enforcement by virtue of this Agreement with BSO:

- a) Administration;
- b) Budget and Management;
- c) Central Supply;
- d) Citizen Observer Patrol;
- e) Compensation and Assessment;
- f) Employee Assistance Program;
- g) Employee Benefits;
- h) Information Technology Division;
- i) Equal Employment Opportunity Division;
- j) Evidence and Property;
- k) Department of Community Services (Media Relations, Public Relations and Crime Stoppers);
- l) Finance;
- m) Fleet Services;
- n) Grants Management;
- o) Human Resources;
- p) Training ;
- q) Office of the General Counsel;
- r) Labor Relations;
- s) Purchasing;
- t) Records;
- u) Recruitment;
- v) Selection and Assessment;
- w) Victim Services; and

- x) Any other services that meet the definition of Indirect Service as mutually agreed upon by BSO and the CITY.

The costs of indirect services are allocated to this Agreement.

SPECIAL DETAIL SERVICES

- a. BSO shall provide security and traffic detail deputies to support special event activities occurring within the CITY in accordance with the BSO's Special Details Policies and Procedures. BSO shall cooperate with the CITY and follow CITY procedures in the permitting of special events. Special details for which deputies must be dedicated or assigned to an event shall be worked out with the sponsoring agency. Special details for CITY-sponsored events shall be provided based upon the terms set forth in Exhibit A, Special Terms and Conditions.
- b. BSO will provide special detail services for CITY sponsored events; however the District Chief, in his/her discretion, will determine whether the services can be provided through the on-duty staff assigned to the District or through a special detail. If in the District Chief's discretion, BSO is able to provide the required level of services with on-duty personnel within the District at the time of the event, the City will incur no additional costs associated with such services; however the CITY understands and acknowledges that the on-duty personnel may be called to an incident during the CITY sponsored event. For those City-Sponsored events in which the District Chief determines that BSO is unable to provide the required level of services with on-duty personnel within the District at the time of the event, BSO will provide the required level of services through a special detail and the CITY will be charged at BSO's special detail rates at the time of the event. BSO will provide the required level of services at no cost to the CITY for up to three (3) CITY sponsored events, as set forth in Exhibit A, per fiscal year. Any CITY sponsored events in excess of the three (3) aforementioned events will be charged to CITY at BSO's cost.
- c. Any and all special details requested by the CITY in excess of the above referenced three (3) CITY sponsored events shall be paid based upon the terms and conditions of the CITY's permit.
- d. District Employees shall be offered first choice to work the special details requested by the CITY for a City-sponsored event, unless interested personnel from the District cannot be identified, in which case other BSO personnel may be assigned.

COUNTYWIDE SERVICES

Unless otherwise agreed or set forth herein and subject to County funding, the following services shall be provided to the CITY by BSO as Countywide Services to the extent that such services would be provided by BSO to any and all other municipalities in Broward County that request such service irrespective of whether or not the CITY has a contract with BSO for such services:

- a) Regional narcotics investigations;
- b) Career criminal investigation;
- c) Multi-agency gang task force operations;

- d) Case filing;
- e) Marine/dive team;
- f) Canine deployment;
- g) SWAT team response;
- h) Major investigations to include homicide, aggravated felonies, abuse and neglect, sex crimes, missing persons, robbery, economic crimes, traffic homicide, bomb and arson, environmental crimes, auto theft, fugitive apprehension, crime scene technicians and major crime scene technical expertise;
- i) Drug enforcement and money laundering; and
- j) Strategic intelligence functions;
- k) The use of the mounted patrol;
- l) Law enforcement technical support services;
- m) Street crimes enforcement;
- n) Full-service crime lab;
- o) Helicopter patrol and air rescue services;
- p) Prisoner and jail services for municipal ordinance violators;
- q) E-911 (law enforcement, fire, and EMS dispatch), and subject to the terms and conditions set forth in the E-911 Regional Inter-Local Agreement entered into by the CITY and the County; and
- t) Any other services, excluding those indirect services listed, BSO generally provides to other law enforcement agencies throughout Broward County, whether they have a contract with BSO or not.

The CITY recognizes that the Board of County Commissioners, Broward County, Florida is the authority which establishes, allocates or otherwise provides for BSO's budget year funding. If in any budget year, funding, for any reason, is not provided sufficient to cover BSO's ability to provide the countywide services, as determined by BSO, BSO reserves the right to notify the CITY accordingly in writing. In such an event, the countywide service shall be discontinued, unless the CITY and BSO agree otherwise by a formal written amendment to this Agreement executed with the same formalities as set forth herein.

BSO shall provide notice to the CITY of any substantive change to the Countywide Services due to Broward County not fully funding the services or equipment as provided for under this section.

ADDITIONAL SERVICES:

Upon the request of the CITY Manager and subject to BSO's availability of resources, BSO agrees to provide such additional resources at a cost mutually agreed upon by the parties.

Office of the General Counsel
2601 West Broward Boulevard
Fort Lauderdale, FL 33312
954-831-8920 (Telephone)
954.321-5040 (Fax – Legal)
954-797-0937 (Fax – Confiscations Unit)
www.sheriff.org



December 10, 2025

Anthony C. Soroka
City Attorney
City of Deerfield Beach
Weiss Serota Helfman Cole & Bierman
2255 Glades Rd Ste 200E
Boca Raton, FL 33431-8571

Re: Contract for Police Services

Dear City Attorney Soroka:

At our recent meeting with Deerfield Beach administration, BSO was asked to provide an updated consideration to the City consistent with the City's request to remove some positions and reclassify others in the staffing structure of the Police Services Agreement. Specifically, BSO was asked to remove the following:

- Seven Parking Enforcement Specialists
- Four Deputy Sheriff positions
- One Clerical Support Specialist.

The City asked that BSO include new positions as follows:

- Five Community Service Aides
- One Community Involvement Specialist

The projected net pro-rated reduction is approximately Four Hundred Nine Thousand and Sixty Dollars (\$409,060). The proposal assumes the modifications to the Agreement will begin January 10, 2026. Should there be a change to a later start date then the proposed reduction amount is subject to change. The sooner the modifications are implemented the greater the savings. Should Deerfield Beach accept the proposal, then BSO will provide a revised consideration letter and contract amendments as needed.

Sincerely,

H. Lee Futch
Deputy General Counsel-Sworn



CITY OF DEERFIELD BEACH

POLICE DEPARTMENT

TRANSITION FEASIBILITY STUDY

BSO Contract vs. Independent Municipal Law Enforcement Operations

Comprehensive Analysis Including:

Staffing Requirements • Financial Projections
Technology Systems • Implementation Planning • Risk Analysis

December 2025

Prepared for:

City Manager Rodney Brimlow
& Office of Public Safety Director Sean Gladioux

City of Deerfield Beach, Florida

The Center for Public Safety, Inc.

EXECUTIVE SUMMARY

PURPOSE AND SCOPE

This comprehensive feasibility study evaluates the potential transition of the City of Deerfield Beach's law enforcement services from the current Broward Sheriff's Office (BSO) contract model to an independent municipal police department. The purpose of this study is to provide City leadership with clear information and a decision-ready assessment of long-term service delivery options, fiscal sustainability, operational performance, and capital implications associated with each approach.

This analysis encompasses staffing requirements, deployment models, capital investment needs, operating costs, escalation trends, and implementation planning. Particular emphasis is placed on comparing the City's current BSO contract—which has demonstrated significant escalation of costs reaching 10.2% based on their most recent May 2025 compensation study—to an independent municipal model designed to provide enhanced patrol coverage while giving the City direct operational and policy control.

It is important to distinguish between ongoing operating costs and total short-term cash flow when evaluating the results of this study. On an operating basis, an independent police department is projected to reduce annual personnel costs by approximately \$3.24 million in the first full operational year compared to the current BSO contract, despite also adding 6 positions to enhance patrol coverage and address additional functional needs. However, the transition to independent operations requires significant one-time startup and capital investments, including vehicle procurement, technology systems, and other equipment acquisition. As a result, total expenditures in Year 1 will exceed the BSO contract due to these non-recurring capital and startup costs. If the startup costs are amortized, the total costs for implementing a municipal model will be lower than the current BSO contract.

Once initial capital investments are completed, the independent department generates net annual savings beginning in Year 2, with savings accelerating each subsequent year due to the compounding difference between BSO contract escalation and municipal cost growth. Over a twenty-year horizon, the analysis demonstrates that long-term fiscal exposure under the BSO contract materially exceeds that of independent operations, making escalation risk—not service capability—the primary driver of the City's long-term financial liability.

This study is intended to support discussions by the City Commission and city staff by presenting a transparent, apples-to-apples evaluation of both service models, clarifying near-term budget impacts while emphasizing long-term financial sustainability, service reliability, and local governance considerations.

KEY FINDINGS

This analysis suggests significant fiscal advantages to establishing an independent police department while maintaining or enhancing current service levels through expanded staffing and local direction and control. For the purposes of comparison, full staffing complements are utilized, and dollar amounts are in current-year dollars. Furthermore, the costs proposed in the May 2025 consideration letter from BSO are being utilized, although there were also proposed reductions of first-year capital costs by \$201,900 and expenses by \$15,000; these represent 0.6% of the total costs originally proposed and are negligible considering the projected savings and the long-term service cost impacts if the city maintained contractual services with BSO.

The following represents the primary findings of this study:

- 1. BSO Contract Cost:** The current BSO Police contract totals \$35,732,894 for FY2026, consisting of \$30,630,680 in Personnel Expenses (85.7%), \$2,327,334 in Operating Expenditures (6.5%), \$1,519,756 in Capital Outlay (4.3%), and \$1,255,124 in Transfers and Reserves (3.5%). The BSO's FY2026 consideration letter reflected a request for an overall 10.2% increase, largely contributed to by their compensation study. It should be noted that the increase for FY2027 is expected to include contractual escalations as well as the remainder of the proposed salary increases (estimated at 10.88%). Future increases in personnel services, capital, and operating costs would be capped at 5% annually, except for the following costs: workers' compensation premiums, other post-employment benefits (OPEB), health insurance premiums, and retirement and pension contributions. These expense categories would have no cap, but would be based on "projected costs." Also, it is important to note that transfers to the BSO general fund reserves are not addressed in the latest available proposed contract. These expenses, billed as "Transfers and Reserves" (currently, \$1,255,124), were previously included in the overall 5% cap calculations, but are not mentioned as either having or not having a cap in the latest contract.
- 2. Independent Department Cost:** An independent police department would cost approximately \$27,387,320 annually in personnel costs with 158 positions, based on a conservative projection baseline. This represents potential first-year savings of \$3,243,360 in personnel costs compared to the BSO contract.
- 3. Staffing Enhancement:** The independent model increases total positions from 152 to 158, including expanded patrol coverage and community service aides to provide for comprehensive local police services. The average loaded personnel FTE (full-time equivalent) cost per position drops from \$206,267 under the BSO contract to \$173,337 under the independent municipal model—a reduction of 16%.
- 4. 20-Year Savings:** Cumulative personnel savings over a 20-year period are projected at \$334 million to \$526 million, so long as BSO escalation rates adhere to the most recent contract caps and subsequent increases based on historical increases. This is primarily driven by the difference in escalation between BSO and independent municipal operations and cost savings realized through local oversight.
- 5. Implementation Timeline:** A successful transition requires 16-20 months from decision to full operations, driven primarily by vehicle procurement lead times, technology system implementation, and personnel recruitment.

COST COMPARISON SUMMARY

The following table summarizes the key financial metrics comparing the BSO contract with the independent department model:

METRIC	BSO CONTRACT	INDEPENDENT DEPT	DIFFERENCE
FY2026 TOTAL ANNUAL PERSONNEL COST	\$30,630,680	\$27,387,320	\$3,243,360
TOTAL PERSONNEL	152 (148.5 FTE)	158	+6
PERSONNEL COST PER POSITION	\$206,267	\$173,337	-\$32,930
SWORN OFFICERS	135	142	+7
CIVILIAN STAFF	17	16	-1
20-YEAR PERSONNEL SAVINGS @ 1%-3% DIFFERENCE IN ANNUAL ESCALATION	-	\$334,219,270-526,136,261	-

Note: BSO escalation ranges from 5% (contractual cap for 80% of total contract amount) to exceeding 10% (FY2026 and FY2027 requested rates based on salary study). The contract also provides language to include potential additional, future salary studies that may result in exceeding the 5% cap. Conservative estimates based on historical increases and contractual caps are approximately 7.5%. The independent model assumes annual COLA and a Public Safety step plan for each position classification. The \$27,387,320 independent personnel cost represents a conservative projection baseline; the detailed staffing model includes one-time, start-up costs and support costs (e.g., legal fees, risk management, and financial claims offset by Transfers and Reserves currently in the BSO contract). Capital costs are budgeted separately.

RECOMMENDATION

Based on a comprehensive analysis of operational requirements, financial projections, and community needs, the City will have the information necessary should the City proceed with establishing an independent Deerfield Beach Police Department. This approach provides substantial long-term cost savings while enhancing service levels through expanded staffing and maintaining local control over public safety operations.

This recommendation is supported by the following factors: (1) projected 20-year savings ranging from \$334 million to \$526 million compared to BSO depending on escalation scenarios; (2) annual personnel cost reduction of \$3.24 million in Year 1 despite 6 additional positions; (3) appropriate command structure providing better local accountability and community-driven needs; (4) HR, IT, Finance, and other administrative support staff improving operational efficiency and effectiveness locally; and (5) direct City control over hiring, training, policies, culture, and community engagement.

INTRODUCTION

BACKGROUND AND CONTEXT

Deerfield Beach is a vibrant coastal community situated along the Atlantic Ocean in upper northeastern part of Broward County. The city encompasses approximately 16 square miles and serves a permanent resident population of approximately 88,000. As a premier beachfront destination, Deerfield Beach attracts over 4 million annual visitors who come to enjoy the city's award-winning beach, international fishing pier, and diverse recreational amenities. The City also has a large retirement population that spends only part of the year in Deerfield Beach. Deerfield Beach also hosts several major community events and sponsors various youth activities and sports events throughout the year. These factors create significant seasonal and temporary fluctuations in service demand and unique operational challenges, including crowd management, property crime prevention, enhanced safety for youth activities, public facilities, and schools, as well as residential and business crime prevention. Traffic safety enforcement along major corridors and residential streets is also a priority for the City.

The city's diverse composition includes single-family residential neighborhoods, multifamily developments, commercial areas and retail districts, entertainment venues, and areas of historical significance, with many multi-generational families living in the City. This variety of environments requires law enforcement personnel trained and equipped to respond to the full spectrum of calls, from residential burglaries and domestic disturbances to commercial crimes and major traffic incidents, in addition to crime prevention and community engagement responsibilities.

The City of Deerfield Beach, Florida, has contracted with the Broward Sheriff's Office (BSO) for law enforcement services since 1990, but has not recently evaluated the potential benefits and cost comparisons of this contract-services model. The current inter-local agreement runs through March 31, 2026, with renewal options; however, the City and BSO entered into a 24-month "Transition Period" on 10/01/25. Under this arrangement, BSO provides comprehensive patrol services, criminal investigations, traffic enforcement, community programs, and related support functions throughout the city's jurisdiction, and will continue to do so until such time as the City is prepared to initiate a municipal department. This transition period provides sufficient time for the City to acquire the needed operational staffing, equipment, supplies, support staff, and policies and procedures to effectively launch a stand-alone department.

KEY FINDINGS

This analysis suggests significant fiscal advantages to establishing an independent police department while maintaining or enhancing current service levels through expanded staffing and local direction and control. For the purposes of comparison, full staffing complements are utilized, and dollar amounts are in current-year dollars. Furthermore, the costs proposed in the May 2025 consideration letter from BSO are being utilized, although there were also proposed reductions of first-year capital costs by \$201,900 and expenses by \$15,000; these represent 0.6% of the total costs originally proposed and are negligible considering the projected savings and the long-term service cost impacts if the city maintained contractual services with BSO.

The following represents the primary findings of this study:

- Document the current BSO service delivery model, staffing levels, deployment patterns, and associated costs to establish an accurate baseline for comparison
- Projects staffing requirements for an independent department, meeting both community expectations and industry standards
- Develop comprehensive financial projections comparing both operational approaches over 5-year and 20-year horizons
- Identify implementation requirements, timeline, and transition planning considerations
- Evaluate opportunities for enhanced service delivery through expanded staffing and local control

METHODOLOGY

This analysis employed multiple research methodologies to ensure comprehensive and defensible findings. Staffing projections utilized industry standards for municipal police department deployment as the primary benchmark, supplemented by a detailed analysis of comparable Florida municipalities. The benchmarking communities were selected based on population size, service area characteristics, location, municipal and visitor activities, and other relevant factors similar to those of Deerfield Beach.

Financial modeling incorporated actual BSO contract data from official consideration letters, municipal salary surveys from benchmark communities, benefits cost analysis based on Florida public employer rates, and industry-standard escalation assumptions. Vehicle and equipment costs are based on current Florida state contract pricing through NASPO and Lake County Contract #22-730G, as well as vendor quotes from Garber Ford, Motorola Solutions, Axon Enterprise, and other suppliers.

BENCHMARKING COMMUNITIES

The following Florida municipalities were selected as primary benchmarks for this analysis based on their operational similarities to Deerfield Beach:

MUNICIPALITY	POPULATION	SWORN	CIVILIAN	SERVICE MODEL
CORAL SPRINGS	134,000	220	75	INDEPENDENT MUNICIPAL
BOYNTON BEACH	80,000	175	55	INDEPENDENT MUNICIPAL
BOCA RATON	100,000	200	80	INDEPENDENT MUNICIPAL
JUPITER	65,000	110	35	INDEPENDENT MUNICIPAL
DEERFIELD BEACH	88,000	135	17	BSO CONTRACT

CURRENT STATE ANALYSIS

GROWTH PERIOD ANALYSIS

The BSO Police contract operates as a comprehensive service agreement where the City pays an annual consideration fee covering all aspects of law enforcement operations. BSO provides turnkey services including personnel (salaries, benefits, training), vehicles and equipment, supervision and administration, and access to specialized resources such as SWAT, aviation support, and regional coordination. Dispatch services are provided through Broward County and would continue to remain so in this analysis.

Under this arrangement, the City has extremely limited control over staffing decisions (including hiring, discipline, retention, and deployment levels), operational policies and procedures, patrol schedules, compensation structures, collective bargaining, benefits, and priorities. BSO determines deployment levels, responds to grievances through county procedures, and negotiates with unions representing law enforcement personnel. The City's primary input mechanism is limited through annual budget discussions and periodic contract renewals. The only position for which the City has input is in the selection of its Chief, which is based on the BSO providing 3 qualified candidates, from whom the City makes a selection.

FY2026 CONTRACT COST COMPONENTS

The FY2026 BSO Police consideration totals \$35,732,894, representing a monthly payment of approximately \$2,977,741. The contract breakdown as provided in the May 1, 2025, BSO consideration letter is as follows:

CATEGORY	AMOUNT	% OF TOTAL
TOTAL PERSONNEL EXPENSE	\$30,630,680	85.7%
OPERATING EXPENDITURES	\$2,327,334	6.5%
CAPITAL OUTLAY	\$1,519,756	4.3%
TRANSFERS AND RESERVES	\$1,255,124	3.5%
TOTAL FY2026 CONTRACT	\$35,732,894	100%

CONTRACT ESCALATION PROVISIONS

The proposed BSO contract contains escalation provisions that allow significant annual cost increases. Per the inter-local agreement, consideration for subsequent fiscal years is determined by adding budgeted costs for items other than health insurance, workers' compensation, retirement pension

contributions, and other post-employment benefits (OPEB). The latest proposed contract by the BSO indicates 5% caps on certain categories (e.g., Capital Outlays and Operating Expenditures). Still, it does not address the Transfers and Reserves, monies paid to the BSO for many of their indirect services (HR, Finance, etc.) and are not used specifically in the City. This category of expenses had been capped at 5% in prior contracts, but is not designated as such in the current version. (Note: for the purposes of calculations used in this analysis, a 5% cap was utilized for these costs.)

Historical analysis indicates actual contract escalation requests have varied significantly, with BSO's FY2026 request reaching 10.2% based on their compensation study, with an additional 10.88% estimated for FY2027. At a 5% compound annual growth rate (the "contractual cap"), the current consideration contract costs would escalate to approximately \$90.3 million by Year 20. At a more realistic 7.5% annual adjusted rate of increase (accounting for uncapped items such as health insurance, workers' compensation, other post-employment benefits, and anticipated future salary studies), personnel costs alone would exceed \$120 million by Year 20. Other operating expenditures, capital outlay, and transfers and reserves, although capped, would also increase, resulting in an approximate total law enforcement cost of approximately \$137 million in Year 20. The total costs for law enforcement services under the BSO contract services model over the 20-year period are estimated to be approximately \$1.53 billion.

CURRENT STAFFING AND DEPLOYMENT

BSO deploys 152 personnel to Deerfield Beach law enforcement operations. This includes 135 sworn positions covering patrol, investigations, supervision, and specialty assignments, along with 17 civilian positions providing administrative support, crime analysis, parking enforcement, and community service aide functions.

POSITION	COUNT	AV. LOADED COST	TOTAL COST
CAPTAIN	1	\$325,209	\$325,209
LIEUTENANT	3	\$298,337	\$895,011
SERGEANT	14	\$251,420	\$3,519,880
DEPUTY SHERIFF	117	\$192,432	\$22,514,544
SWORN SUBTOTAL	135	–	\$27,254,644
ADMINISTRATIVE STAFF	2	\$115,340	\$230,680
COMMUNITY SERVICE AIDE	6	\$110,169	\$661,014
CRIME ANALYST	1	\$101,344	\$101,344
CLERICAL SPECIALIST	1	\$99,870	\$99,870
PARKING ENFORCEMENT	7 (P/T)	\$42,427	\$296,989
CIVILIAN SUBTOTAL	17	–	\$1,389,897
TOTAL DEPLOYMENT	152 (148.5 FTE)	\$192,892	\$28,644,541

Note: Direct-loaded position costs total \$28,644,541. BSO FY2026 Personnel Expense of \$30,630,680 includes additional cost allocations beyond direct position costs, including \$1,559,446 in Overtime Costs and \$426,693 in Other Post-Employment Benefits (OPEB).

STAFFING ANALYSIS

INDEPENDENT DEPARTMENT STAFFING METHODOLOGY

The independent police department staffing model was developed using industry standards for municipal police deployment as the primary benchmark, supplemented by workload analysis and comparison to staffing levels at benchmark Florida municipalities. The model prioritizes enhanced patrol coverage, appropriate command structure, and dedicated support functions that allow sworn officers to focus on law enforcement duties.

The analysis evaluated a deployment model with 158 total personnel—an increase of 6 positions compared to the BSO's 152. Despite the larger workforce, the substantially lower fully-loaded personnel costs generate significant annual savings while providing enhanced command structure and local control over public safety operations.

INDEPENDENT DEPARTMENT STAFFING MODEL

The independent model includes 142 sworn positions and 16 civilian positions to ensure comprehensive coverage across patrol, investigations, specialized units, and administrative functions. These loaded personnel costs are \$26,172,855 compared to the BSO year-1 amount of \$28,644,541, and a BSO year-2 amount of \$31,761,067, not including overtime. To accommodate the law enforcement function and staff, additional support from other departments is necessary, and capacity must be increased in IT, HR, Finance, Legal, Fleet, Records, and Administration. Professional staff and costs that provide these additional functionalities and operational efficiencies are conservatively estimated to cost \$1,453,809 (\$713,347 staff and \$740,462 estimated costs). These expenses are offset (86%) by the Transfer to BSO General Fund amount of \$1,255,124, with the remainder appropriated through the efficiencies gained by utilizing these same resources with a municipal Fire Rescue solution as well. This option is considered, given that it would provide the most cost-effective solution and provide efficiencies in both departments, providing the greatest benefit to the City, while ensuring the highest level of professional services to the community.

Note: Personnel costs include base salary plus 70% benefits load (health insurance, FRS pension, FICA, workers' compensation). This prevents an underestimation of the real costs that include startup inefficiencies, recruitment costs, and other initial operational adjustments that may be necessary during the transition period. Once the department reaches steady-state operations, actual costs are expected to reduce and be in alignment with other departmental benefits loads. This conservative approach ensures that projected savings are achievable minimums rather than optimistic target.

STAFFING COMPARISON ANALYSIS

The independent model adds 6 positions compared to BSO while achieving per-position cost reductions. BSO's FY2026 personnel expense of \$30,630,680 for 152 positions (148.5 FTE) yields an average total cost of \$206,267 per FTE position. Using the conservative projection baseline of \$27,387,320 for 158 positions of the municipal model yields an average of \$173,337 per position—a reduction of 16% per position.

BSO's higher per-position costs are driven by several factors, including county-wide overhead allocation, benefit structures, periodic compensation studies driving salary increases beyond standard COLA provisions, and proportional share of BSO-determined central administration, human resources, finance, legal, information technology, and other support functions allocated to contract cities. The FY2026 amount for the Transfer to BSO General Fund is \$1,255,124, which also does not include estimated costs for fleet expenses, for example, and there is no cap on these general fund transfers in subsequent years. For the purposes of the cost estimates in this analysis, a 5% cap was used, with the understanding that these specific costs do not appear to be addressed in the latest proposed contract by the BSO.

FINANCIAL ANALYSIS

COST PROJECTION METHODOLOGY

The financial analysis projects personnel costs over a 20-year horizon using conservative assumptions validated against historical trends and industry benchmarks. BSO contract costs are projected at multiple escalation rates based on contract provisions and historical requests: 5% annually, representing the contractual cap for certain expenses, no cap increase on several costs (workers' compensation, retirement, health insurance, OPEB), and periodic increases not restricted by any cap, for example, at each 5-year renewal. Although FY2026 cost consideration included a 10% increase (compared to FY2025), and FY2027 is expected to have an approximate 11% increase in personnel expenses according to the most recent contract proposal by the BSO. Based on historical information and the provisions of the most recently proposed contract, a moderate and reasonable estimate of the long-term, year-over-year estimate for increased costs is 7.5%. For a municipal department, these costs would be governed by internal policies, including COLA and public safety step increases. The City would also have the flexibility to adjust other expenses from one year to the next to accommodate pay adjustments, whereas with the BSO, this would not be possible since they must provide the same contractual obligations to each of their contract cities. Furthermore, the BSO is bound by collective bargaining agreements for which the City has no say in the negotiations. This includes the City being unable to weigh in on the costs of any benefits afforded in collective bargaining agreements. As detailed in Section 4.2, the independent department projections use a conservative baseline of \$27,387,320, with recuperation of certain expenses (e.g., fleet) and transfers to reserves (\$1.2 million) providing the necessary buffer for any transition-period inefficiencies while ensuring projected savings represent achievable minimums.

TWENTY-YEAR PERSONNEL COST PROJECTION

The following table presents the average projected personnel costs comparing BSO at various pivotal years (i.e., when new contracts would need to be negotiated) versus estimated personnel costs for an independent law enforcement solution. The "TOTAL" represents the estimated total personnel costs for the full 20-year period, inclusive (the reasonable range is \$334 million to \$526 million based on potential ranges of annual cost increases in both the BSO contract and the independent model). Other contractual costs (i.e., operating expenditures, capital outlays, and transfers to the BSO reserves) are not included.

YEAR	INDEPENDENT	BSO	SAVINGS
1	\$27,387,320	\$30,630,680	\$3,243,360
5	\$33,928,087	\$40,388,896	\$6,460,809
10	\$44,342,653	\$57,777,141	\$13,434,488
15	\$57,954,074	\$83,256,861	\$25,302,787
20	\$75,743,657	\$120,965,790	\$45,222,133
TOTAL	\$916,377,573	\$1,341,678,028	\$425,300,455

TWENTY-YEAR SAVINGS SUMMARY

The twenty-year projected cost savings using the independent police department would be approximately \$436,090,162 (range of \$334,219,270 to \$526,136,261). This represents a 32% gross savings over this time period (savings range of 27% to 36%).

Key Finding: Even at the conservative increase in the BSO costs within the contractual cap rates, the independent department saves between \$334 million and \$526 million over 20 years. This is extremely important since the overall cost of this contract service is estimated to be \$1.53 billion. Even in the most competitive BSO cost structure, and considering the City's initial startup cost allocations, the minimum savings over the 20 years is an estimated \$334 million.

CAPITAL REQUIREMENTS

VEHICLE AND EQUIPMENT INVESTMENT

The transition to independent operations requires a significant one-time investment in vehicles and equipment. Vehicle procurement is based on current Florida state contract pricing as reflected in the Lake County Contract #22-730G and vendor quotes from Garber Ford. Equipment and technology costs reflect quotes from Motorola Solutions, Axon Enterprise, Dell, CentralSquare, and other suppliers. Some of these costs may be lower pursuant to provisions in the current BSO contract: "The purchase price for such equipment shall be determined by mutual agreement of the parties based on the fair market value of such equipment at the time of the City's election to purchase."

VEHICLE / EQUIPMENT ITEM	QUANTITY	COST
FORD POLICE INTERCEPTOR UTILITY (@ \$67,211)	125	\$8,401,375
FORD ESCAPE CSA/ADM VEHICLES (@ \$36,739)	8	\$293,912
CID SEDAN VEHICLES (@ \$25,381)	15	\$380,715
SPECIALTY VEHICLES UPGRADES	Various	\$121,000
VEHICLE EQUIPMENT	–	\$153,000
SUBTOTAL VEHICLES	153	\$9,350,002

TECHNOLOGY SYSTEMS

Modern law enforcement requires comprehensive technology infrastructure including radio communications, body cameras, mobile data terminals, records management, and internal affairs systems. The following reflects vendor quotes from Motorola Solutions, Axon Enterprise, Dell Technologies, CentralSquare, and other approved suppliers totaling \$5,929,126 across 103 line items. Some of these costs may be lower pursuant to provisions in the current BSO contract: "The purchase price for such equipment shall be determined by mutual agreement of the parties based on the fair market value of such equipment at the time of the City's election to purchase."

TECHNOLOGY SYSTEM	COST
MOTOROLA APX NEXT RADIOS & BODY CAMERAS (145 UNITS)	\$3,426,146
AXON ENTERPRISE (TASERS, EVIDENCE.COM, FLEET)	\$552,515
DELL MOBILE DATA TERMINALS (165 UNITS)	\$349,965
CENTRALSQUARE CAD/RMS SYSTEM	\$495,000
IAPro/BlueTeam Internal Affairs System	\$85,000
PowerDMS Policy Management	\$35,000
OTHER EQUIPMENT (BODY ARMOR, WEAPONS, OFFICE)	\$785,500
SUBTOTAL TECHNOLOGY & EQUIPMENT	\$5,729,126

WEAPONS, UNIFORMS, AND PERSONAL EQUIPMENT

Each officer requires duty weapons, less-lethal options, body armor, uniforms, and personal protective equipment. Based on vendor quotes from Lawmen's and Shooters' Supply, GL Distributors, Blackinton, and other approved vendors, one-time start-up costs for weapons and less-lethal equipment for \$595,454, uniforms and personal equipment for \$235,715, and fleet equipment and accessories totals \$40,613, for a combined subtotal of \$871,782.

COMPREHENSIVE START-UP INVESTMENT

The initial one-time cost investment for the City to initiate a municipal police department would be \$15,950,910. These costs could be amortized over 5 years at \$3.2 million per year or over 10 years at \$1.6 million per year. Alternatively, some equipment, including vehicles, certain technologies, and other equipment may be leased. This would certainly reduce the year-over-year costs and reduce the needed start-up funds by approximately \$8 million, resulting in a need for approximately \$8 million in up-front costs. Lastly, it is recommended that the City attempt to work with the BSO to acquire vehicles and equipment that the City has either already purchased and can still be used. For example, in FY2026, the consideration calls for \$1.1 million for capital purchases of vehicles, \$237,856 for communications capital (radios), and \$156,238 for computers. The BSO budget also has \$112,352 for uniforms, \$394,313 for miscellaneous operating supplies, and a total of \$1.15 million for vehicle maintenance and fuel (note that lease agreements for patrol vehicles can include maintenance costs as well, further consolidating costs).

Note: All vendor quotes consist of 335 line items from 33 verified vendors including Garber Ford (vehicles), Motorola Solutions (radios), Axon Enterprise (body cameras, Tasers), Dell Technologies (MDTs), CentralSquare (CAD/RMS), and Lawmen's and Shooters' Supply (weapons).

. IMPLEMENTATION PLANNING

TIMELINE OVERVIEW

Establishing an independent police department requires 16-20 months from City Commission decision to full independent operations. The target operational date would be October 2027, based on the transition period of the BSO contract.

CRITICAL SUCCESS FACTORS

Successful transition requires careful attention to personnel retention through competitive compensation and transition incentives to retain experienced BSO personnel and recruit highly qualified applicants from elsewhere. Service continuity must be maintained through uninterrupted public safety capability with backup arrangements and mutual aid protocols. Community communication should keep residents informed through regular updates and transparent reporting. BSO coordination should maintain professional working relationships during transition for mutual aid and asset transfer.

RECOMMENDATIONS

PRIMARY RECOMMENDATION

Based on a comprehensive analysis of operational requirements, financial projections, and community needs, this study suggests that the City of Deerfield Beach proceed with establishing an independent municipal police department with 158 personnel, including dedicated support function personnel.

This recommendation is supported by projected 20-year personnel-only savings of \$334 million to \$526 million, compared to continuing the BSO contract. The City of Deerfield Beach would also benefit from local control and decision-making, employee selection and retention, training, policies, and procedures, prioritization based on community desires and needs, and a more agile responsiveness to the City's goals and objectives.

CONCLUSION

This analysis demonstrates that an independent Deerfield Beach Police Department should deliver enhanced law enforcement services at substantially lower personnel and operating costs than the current BSO contract arrangement, and that any up-front start-up costs would be recouped within the first few years, depending on how the City ultimately decides to fund those one-time costs. The 158-personnel model provides enhanced patrol coverage, greater community engagement, more flexible resource allocation, dedicated support functions (that will also enhance other municipal departments with even greater efficiencies), all while generating substantial long-term savings to the City. This moment represents a transformational opportunity for the City to redirect resources toward other community priorities, establish long-term fiscal sustainability, and create a police department built around local values, community needs, and direct accountability to local City leadership.

AGREEMENT FOR FIRE AND EMERGENCY MEDICAL SERVICES

THIS AGREEMENT FOR FIRE AND EMERGENCY MEDICAL SERVICES, dated the _____ day of _____, 2026, is made by and between the City of Deerfield Beach, (hereinafter referred to as the “CITY”) and the Sheriff of Broward County (hereinafter referred to as “BSO”).

W I T N E S S E T H:

WHEREAS, the CITY has previously contracted with BSO to provide a high level of professional fire and emergency medical services for the benefit of the citizenry thereof, and

WHEREAS, the CITY is desirous of maintaining a high level of competent professional services in conjunction and harmony with its fiscal policies of sound, economical management, and

WHEREAS, BSO has agreed to render to the CITY a high level of professional fire and emergency medical services, and the CITY is desirous of contracting for such services upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The above recitals are true and correct and incorporated herein by reference.
2. This Agreement is comprised of this document, the Special Terms and Conditions set forth in Exhibit A, which is attached and incorporated herein, and the General Terms and Conditions that are set forth in Exhibit B, which is also attached and incorporated herein.
3. In the event there is a conflict between the General Terms and Conditions and the Special Terms and Conditions, the Special Terms and Conditions shall be controlling.

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**AGREEMENT FOR FIRE AND EMERGENCY MEDICAL SERVICES BETWEEN THE
CITY OF DEERFIELD BEACH AND THE SHERIFF OF BROWARD COUNTY,
FLORIDA**

IN WITNESS HEREOF, each of the parties hereto have authorized its duly authorized representative to execute this Agreement on the day and date first set forth above.

BSO:

SHERIFF OF BROWARD COUNTY

By: _____
GREGORY TONY, PH.D., SHERIFF

Approved as to form and legal sufficiency subject to the execution by the parties:

By: _____
TERRENCE LYNCH, GENERAL COUNSEL/EXECUTIVE DIRECTOR

AGREEMENT FOR FIRE AND EMERGENCY MEDICAL SERVICES BETWEEN THE CITY OF DEERFIELD BEACH AND THE SHERIFF OF BROWARD COUNTY, FLORIDA

IN WITNESS HEREOF, each of the parties hereto have authorized its duly authorized representative to execute this Agreement on the day and date first set forth above.

CITY OF DEERFIELD BEACH, FLORIDA

Witnesses:

Print Name:

Print Name:

By: _____
TODD DROSKY, MAYOR

Date: _____

ATTESTED:

HEATHER MONTEMAYOR, CMC, CITY CLERK

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

ANTHONY SOROKA, CITY ATTORNEY

EXHIBIT A
SPECIAL TERMS AND
CONDITIONS

The following Special Terms and Conditions have been agreed upon by and between the CITY and BSO:

CITY:	City of Deerfield Beach						
EFFECTIVE DATE:	April 1, 2026						
FIRST YEAR	April 1, 2026 – September 30, 2026						
TERM:	April 1, 2026 – September 30, 2030						
RENEWAL OPTION:	Renewable for one, five year term upon the City and BSO agreeing to such renewal and the terms and conditions thereto.						
STATION ADDRESSES:	Fire District Office is located at: 1441 SW 11th Avenue., Deerfield Beach, FL 33441 Station 4 is located at: 928 E. Hillsboro Blvd, Deerfield Beach, Florida 33441. Station 51 is located at: 1200 Veleiros Blvd, Deerfield Beach, FL 33064 Station 66 is located at: 590 S. Powerline Road, Deerfield Beach, FL 33442. Station 75 is located at: 71 SE 21st Avenue, Deerfield Beach, FL 33441. Station 102 is located at: 1441 SW 11th Way, Deerfield Beach, FL 33441. Station 111 is located at: 232 Goolsby Blvd, Deerfield Beach, FL 33442.						
TOTAL STAFFING:	Utilizing the staffing structure as provided below, BSO shall provide the CITY with the following level of staffing: <u>Non-shift Personnel</u> <table> <tr> <td>District Chief</td> <td style="text-align: right;">1</td> </tr> <tr> <td>Prevention Personnel (1 Captain, 1 Fire Prevention Lieutenant 5 Fire Inspectors)</td> <td style="text-align: right;">7</td> </tr> <tr> <td>Clerical Support Staff</td> <td style="text-align: right;">1</td> </tr> </table>	District Chief	1	Prevention Personnel (1 Captain, 1 Fire Prevention Lieutenant 5 Fire Inspectors)	7	Clerical Support Staff	1
District Chief	1						
Prevention Personnel (1 Captain, 1 Fire Prevention Lieutenant 5 Fire Inspectors)	7						
Clerical Support Staff	1						

	<u>Shift Personnel</u> Battalion Chief4 Captains22 Lieutenants26 Driver Engineers21 Firefighter/Paramedics62 Total144
VEHICLE AND STAFFING STRUCTURE:	<u>Fire Apparatus/ALS Engine or ALS Ladder*:</u> One (1) company officer (Captain) Firefighter Paramedic One (1) Driver Engineer Firefighter Paramedic One (1) Firefighter Paramedic <u>ALS Rescue Transport*:</u> One (1) company officer (Lieutenant) Firefighter Paramedic Two (2) FireFighter/Paramedic *Select personnel may be firefighter/EMT/paramedic
NOTICE CITY ADDRESS:	Office of the City Manager City of Deerfield Beach 150 N.E. 2nd Avenue Deerfield Beach, FL 33441 Copy to: City Attorney City of Deerfield Beach 150 N.E. 2 nd Avenue Deerfield Beach, FL 33441
CONSIDERATION Monthly Consideration for all General and City Specific Services	\$3,294,326.17 (Monthly)

EXHIBIT B

EMERGENCY MEDICAL, FIRE PROTECTION AND FIRE PREVENTION SERVICES

GENERAL CONDITIONS

1. DEFINITIONS

The following terms when used in this Agreement, including its preamble and recitals, shall, except where the context otherwise requires, have the following meanings (such meanings to be equally applicable to the singular and plural forms thereof):

- a. Agreement. “Agreement” shall mean this Agreement for Emergency Medical, Fire Protection and Fire Prevention Services between the CITY and BSO, including all exhibits.
- b. Applicable Laws. “Applicable Laws” shall mean all provisions of constitutions, statutes, laws, rules, ordinances, regulations, charters and orders of governmental bodies or regulatory agencies applicable to the subject matter.
- c. BSO. “BSO” shall mean the duly elected and qualified Sheriff of Broward County, Florida.
- d. CITY. “CITY” shall mean the City that has contracted with BSO for Fire Rescue Services pursuant to this Agreement and is identified in the Special Terms and Conditions.
- e. CITY Boundaries. “CITY Boundaries” shall mean the area within the municipal boundaries of the CITY.
- f. City Manager. “City Manager” shall mean the duly appointed and validly existing City Manager of the CITY. In the absence of the City Manager, the Assistant City Manager or person acting in the capacity of City Manager shall have the same authority as that of the City Manager.
- g. Consideration. “Consideration” shall mean the monthly payment and other amounts payable by the CITY hereunder in consideration of the Fire Rescue Services performed by BSO, as set forth herein.
- h. District. “District” shall mean the geographic area within the CITY Boundaries, Hillsboro Beach, and any additional geographic area to be serviced by the District employees based upon a mutual written agreement of the CITY and BSO.
- i. District Fire Chief. “District Fire Chief” shall be the BSO representative appointed by BSO’s Executive Director of Fire Rescue to serve as the Chief responsible for supervising all emergency medical, fire protection and fire prevention employees and activities within the City and serving as a liaison between the CITY and BSO for Fire Rescue Services.

- j. District Fire-Rescue Employees. “District Fire-Rescue Employees” shall mean BSO employees regularly assigned to the District who possess the necessary qualifications and experience to provide emergency medical, fire protection or fire prevention and support services, and all other BSO employees and all other Persons contracted by BSO, each of whom may, from time to time, provide Fire Rescue Services to the CITY.
- k. Effective Date. “Effective Date” shall mean the date in which the Agreement is to commence. The Effective Date is set forth in the Special Terms and Conditions of this Agreement.
- l. Facilities. “Facilities” shall mean CITY-owned Fire/Rescue Stations, the CITY-owned Fire Prevention Offices and any additional facilities that are owned by the City and used by BSO on a permanent basis to provide Fire Rescue Services. The Facilities are listed in the Special Terms and Conditions of this Agreement.
- m. Fire Rescue Services. “Fire Rescue Services” shall mean the aggregate of all emergency medical, fire protection and fire prevention related services provided by BSO pursuant to this Agreement.
- n. Lien. “Lien” shall mean any lien, security interest, pledge, mortgage, easement, leasehold, assessment, covenant, restriction, reservation, conditional sale, prior assignment, or any other encumbrance, claim, burden or charge of any nature whatsoever.
- o. Renewal Option. “Renewal Option” shall mean the time period that the Agreement may be extended; the number of extensions and the means to exercise such option, as set forth in the Special Terms and Conditions of this Agreement.
- p. Term. “Term” shall mean the length of this Agreement and any extensions thereto, which are set forth in Exhibit A, Special Terms and Conditions of this Agreement.
- q. Transitioned Employees – “Transitioned Employees” shall mean each of the District Fire Employees who provided fire/rescue related services for the CITY or provided services for the CITY under the City’s Fire/Rescue Department and were retained by BSO after October 1, 2011.

2. STAFFING

- a. **Structure.** The staffing structure for the District shall be as set forth in the Special Terms and Conditions of this Agreement and may be modified as set forth herein. The Staffing Structure will not be modified except through a written amendment to this Agreement executed by both the CITY and BSO with the same formalities as set forth herein.

- b. **Minimum Staffing.** BSO will provide a minimum number of personnel to provide Fire Rescue Services to the CITY as set forth in the Special Terms and Conditions of this Agreement.
- c. **Employment Standards.** BSO shall be responsible for setting employment standards (i.e. hiring, discipline, training) for District Fire Employees consistent with BSO agency standards. BSO is committed to providing the CITY with highly skilled emergency medical, fire protection and fire prevention personnel to provide Fire Rescue Services to the CITY.
- d. **Employment Responsibilities.** All District Fire Employees shall be and remain BSO employees, and such employees shall not be considered employees of the CITY for purposes of pension benefits, (those persons who were permitted to and did remain in the City of Deerfield Beach pension plan shall remain in the plan), insurance benefits, civil service benefits, compensation and/or any status or right. Accordingly, the CITY shall not be called upon to assume any liability (unless otherwise set forth herein) for direct payment of any salaries, wages, or other compensation, contributions to pension funds, insurance premiums, worker's compensation (Chapter 440, Florida Statutes), vacation or compensatory time, sick leave benefits or any other amenities of employment to any District Fire Employee whatsoever, arising out of BSO's employment of such Persons and such Persons' performance of the Fire Rescue Services. The CITY and BSO understand and acknowledge that all costs, including the employment related costs, are included in the consideration payable by the CITY to BSO in accordance with this Agreement.

BSO shall be responsible for the deduction and remission to the City or its agents of the employee contribution deducted biweekly by the BSO payroll process for those employees still in the City Pension plan. The CITY shall remain responsible for CITY contributions to the City Pension Plan. Nothing in this agreement shall affect the City's right to continue to receive Chapter 175, Florida Statutes premium tax money.

Notwithstanding the above, City shall continue to be directly responsible for the payment of the following costs in addition to the consideration set forth in this Agreement:

1. Any claims, including workers compensation claims incurred prior to October 1, 2011, the date of the transition to BSO;
 2. The financial pension cost attributed to "past service" and the pension actuarial liability for the City Pension Plan which shall be paid directly by the CITY to the Pension Plan; and
 3. City shall bear the financial and actuarial responsibility for those participants in the City Pension Plan
- e. **Personnel.** BSO's Personnel assigned to the CITY shall only be utilized for appropriate fire and emergency medical services within the CITY, except as otherwise authorized in applicable automatic and mutual aid agreements. BSO shall

not use District Facilities or District Employees to service any other contracts, clients or obligations of BSO, except as otherwise provided in this Agreement or approved in writing by the City Manager. Notwithstanding the foregoing, the City recognizes that BSO currently uses a portion of station 102 for regional training activities. BSO may continue to use such portion of station 102 during the term of this Agreement, provided that BSO shall be responsible for the maintenance costs attributed to that portion used by BSO for regional activities.

- f. **Staffing Review and Modifications.** As part of the CITY's annual budgetary process, BSO shall evaluate the Staffing requirements for the CITY to determine if the current staffing level and composition adequately meets the City's goals and objectives. If BSO or the CITY believes the staffing requirements need to be adjusted, BSO shall provide staffing recommendations to the City Manager for review. If both parties agree to the recommended staffing changes, this Agreement shall be re-opened for negotiations regarding its terms and conditions as they relate to the staffing and this Agreement shall be modified through an amendment to this Agreement executed by both the CITY and BSO with the same formalities as contained herein, which shall reflect the agreed upon staffing change(s) and the compensation will be adjusted accordingly.

In addition to the annual review, the District Fire Chief shall have the right to request a staffing adjustment at any time during the year. Upon making such request to the City Manager, the District Fire Chief and City Manager shall meet and discuss the need for such adjustment. The City Manager shall also have the right to request a staffing adjustment at any time during the year. Upon making such a request to the District Fire Chief, the City Manager and the District Fire Chief shall meet and discuss the need for such adjustment. If the City Manager and District Fire Chief agree upon the need for the staffing adjustment, a formal amendment will be prepared and presented to the Sheriff and City Commission for approval and signature.

In the event the CITY and BSO do not agree upon the Staffing Structure adjustments after good faith negotiations and such unresolved adjustments impact the safety of BSO employees or the public, either the CITY or BSO may exercise its rights as set forth herein or by law.

- g. **Transfers – BSO's Rights.** Except for the District Fire Chief, which is governed by Section 10 of this Agreement, BSO shall have the right to transfer or reassign any BSO personnel out of the District. BSO will provide the City Manager with written notice of the transfer and indicate whether the transfer is voluntary or involuntary
- h. **Transfers – City Rights.** Except for the District Fire Chief, which is covered in Section 10 of these General Terms and Conditions, the City Manager shall have the right to request the transfer of BSO personnel out of the District, which shall not be arbitrary or capricious. The request must be sent to the District Fire Chief in writing setting forth the name of the employee, the employee's rank and the reason for the request (the "Transfer Request"). The Transfer Request must be approved in

writing by BSO, however such approval shall not be unreasonably withheld. BSO shall notify the CITY in writing as to whether BSO approves of the Transfer Request within 5 business days of receipt of the Transfer Request. If BSO fails to notify the CITY within 15 business days of the Transfer Request, the Transfer Request shall be deemed approved. If BSO approves the Transfer Request, the employee shall be transferred out of the District as soon as reasonably possible but in no event more than 30 days after BSO approves the Transfer Request.

- i. **Transfers – Layoffs.** Notwithstanding anything herein to the contrary, transfers in and out of the District may result from employees exercising seniority rights pursuant to the collective bargaining agreement and in the event of layoffs at the Broward Sheriff's Office.
- j. **Replacements.**
Any Personnel transferred or reassigned out of the CITY shall be replaced within thirty (30) days of the transfer. Notwithstanding any transfers or reassignments, BSO is still obligated to maintain the minimum staffing required under this Agreement at all times.
- k. **Staffing Continuity.** BSO shall make every reasonable effort to maintain the continuity of BSO emergency medical, fire protection and fire prevention personnel assigned to the District, subject to the transfer provisions set forth herein
- l. **Education.** The parties acknowledge the importance of the District Fire Employees' knowledge of the general make-up of the CITY and its geographic areas, its office, industrial, commercial, and residential composition, the City's organizational structure and staff, and the City's Code of Ordinances. BSO shall offer appropriate continuing education to assure that all District Fire Employees are acquainted with the District's general make-up, geographic areas, office, industrial, commercial, and residential composition, and the City's Code of Ordinances. Upon enactment, the CITY shall forward to the District Fire Chief a copy of new ordinances for training purposes.
- m. **Deletions and Additions.** The CITY shall have the right to unilaterally delete services upon no less than sixty (60) calendar days prior written notice, and such deletions shall be memorialized in an amendment to this Agreement, and the compensation shall be adjusted accordingly based on actual cost of the service. If, in BSO's opinion, the requested deleted services (i.e. staffing levels) would negatively impact the safety of BSO's employees or the community, the parties shall collaborate to resolve the issue to their mutual satisfaction. The City may add services, as mutually agreed upon by both parties, and such additions shall be memorialized in an amendment to this Agreement, and the compensation shall be adjusted accordingly.

3. ASSIGNMENT OF FIRE RESCUE POWERS

The CITY currently has a Certificate of Need (“CON”) to provide Emergency Medical Services and BSO shall be authorized to submit documentation and appear on the CITY’s behalf to maintain the CON.

Fire protection and prevention services are provided pursuant to the City’s home rule powers and Applicable Law. The CITY does hereby vest in each of BSO’s District Fire Employees, to the extent permitted by law, the powers necessary to implement and carry forth such Fire Rescue Services in accordance with this Agreement, for the sole and limited purpose of giving official and lawful status and validity to the performance thereof by such District Fire Employees.

4. REPORTS

BSO shall provide monthly reports to the City Manager that include the following information:

- Monthly calls for service based on units responding
- Monthly encumbered times for units by day of week and time of day, by unit.
- Monthly fire prevention activities (past month and planned current month)

At any time during the term of this Agreement, the City Manager shall have the right to make reasonable modifications to the reporting format(s), reporting content, and reporting period(s). The City Manager shall have the right to reasonably request other reports as the City Manager deems necessary.

BSO shall provide to CITY in June of each fiscal year, a report on BSO’s performance in light of the established goals and objectives. The format and content of the Annual Report made to the CITY by the District Fire Chief shall be mutually agreed upon by BSO and the City Manager.

BSO shall provide the City with detailed reports indicating budget amounts, year to date expenditures, variances, etc., quarterly or upon request to the District Fire Chief. BSO's Year-To-Date Budget Versus Actual Cost - Line Item Report, which will include, but not necessarily be limited to, the budgeted amount, expenditures, encumbrances and remaining balance for each line item within the budget. The City Manager may reasonably request documentation necessary to substantiate any of the costs included on such Report.

5. RESPONSE TIMES

The District Fire Chief will monitor response time reports and provide copies to the City Manager. For emergency medical and fire protection calls, BSO shall make every reasonable effort to respond within established Commission on Fire Accreditation International (“CFAI”) agency accreditation and National Fire Protection Association (“NFPA”) 1221, and 1710 standards for response guidelines as they exist now or may be amended from time to time.

Revisions to the response standards determined by CFAI and NFPA will be applied as they occur for BSO to remain current with established industry standards and accreditation requirements. The BSO District Fire Chief will provide the City Manager with response time metrics annually or more often as needed or required as the nationally established guidelines, accreditation standards and metrics are modified or revised. Response time shall be calculated from the time of intake until the appropriate unit arrives on the scene of the incident as recorded in BSO's CAD system.

6. CONSIDERATION

- a. For the period from the Effective Date through September 30, 2026, the annualized consideration amount and the monthly payment amount for Fire Rescue Services shall be as set forth in the Special Terms and Conditions, payable on the 1st of each month. *The parties understand and agree that the Year 1 and Year 2 consideration pursuant to this Agreement includes salary range adjustments in accordance with the salary and compensation study conducted by BSO. If for any reason, BSO does not implement or reduces the proposed salary range adjustment, then BSO will provide the City with a revised consideration letter based upon the revised salary range adjustment calculations for such personnel in that contract year and the City's consideration payment obligations during that contract year shall be reduced accordingly (or the City shall receive a credit from BSO in the amounts paid by the City for the included salary range adjustments that were not implemented by BSO during that contract year).*
- b. The consideration payable by the CITY in year two of the Agreement shall be determined by adding the following:
 1. BSO's budgeted costs of personnel services, but salary expenses shall not exceed the increase required to complete the salary study implementation. This Year 2 salary expense increase specifically calculated for the CITY is currently projected at approximately 7.74%.
 2. Capital costs and operating costs (excluding BSO's budgeted costs of personnel services), not to exceed an annual increase of 5% over the total budgeted costs in the previous year of this Agreement, except that the CITY may, in its discretion, approve capital costs that exceed a 5% annual increase.
 3. Workers compensation premiums, other post-employment benefits, health insurance premiums and pension contributions which will be based on projected costs. The projected costs of these items will be supported with third party documentation. BSO shall provide written documentation to the City of the actual costs to BSO for these expenses for each year of this Agreement.
- c. The consideration payable by the CITY for subsequent fiscal years shall be determined by adding the following:

1. BSO's budgeted costs of personnel services, capital costs and operating costs, not to exceed an annual increase of 5% over the total budgeted costs in the preceding year of this Agreement.
 2. BSO's budgeted costs for workers compensation premiums, other post-employment benefits, pension contributions and health insurance premiums attributable to District Employees, which shall be based upon projected costs. The costs of these expenses shall be supported by the third party documentation.
- d. BSO shall submit a proposed budget to the CITY on or before the preceding May 15th. The budget shall have a summary of major classifications (Personnel Services, Operating Expenses, Capital Outlay, etc.). At the request of the City Manager, BSO shall provide supporting documentation for the budgeted line items to include the cost to outfit and equip District Fire Employees (i.e. uniforms, fire safety gear, computer, etc.).
 - e. For purposes of calculating the budget for Personnel Services, the District Fire Employees assigned to the District in February of each year shall be the employees used to calculate the budget for the upcoming fiscal year, which is due to the CITY on or before May 15th as set forth above. The annual wages, taxes, pension and health insurance costs associated with each employee shall be determined based upon factors such as contractual wage increases, FICA rates and maximums, pension rates (as dictated by the applicable plan) and proposed health insurance rates. If there are any vacant positions in February, the budgeted cost of the vacant positions for the upcoming fiscal year shall be calculated based upon the average budgeted cost of the filled Fire Employee positions within the same job classification in February.
 - f. BSO and the CITY shall negotiate in good faith any adjustments to the Consideration. The parties recognize and acknowledge that time is of the essence in resolving this issue. Therefore, the parties agree that a final resolution must be reached on or before August 15. If BSO and the CITY are able to reach an agreement regarding the consideration, the CITY will pay BSO the consideration in twelve (12) equal monthly installments, payable on the first of each month.
 - g. BSO shall provide the CITY with full staffing. The CITY shall be entitled to a credit for any non-shift vacancies that occur during the fiscal year. The CITY's entitlement to the vacancy credit shall be calculated quarterly. A vacancy occurs when a BSO District Fire Employee administrative or non-shift staff is absent from work and such absence results in a salary savings to BSO. The CITY's credit shall be calculated using the average budgeted cost of BSO Fire Employees within the same job classification for that fiscal year. BSO shall submit a monthly report detailing vacancy days. This report shall be delivered to the City Manager by the twentieth day of the month immediately following the month in which the vacancy occurred.

The credit shall be calculated on a quarterly basis for each fiscal year. For purpose of the last quarter for each fiscal year, vacancies shall be projected for August and September based upon BSO's vacancies during the month of July. In the event the actual vacancy

credit for the month of August and September differs from the above projected figures, such difference shall be adjusted in the CITY's November payment.

- h. BSO shall have the right to temporarily fill any vacancy within the CITY, through temporary staffing or overtime, provided that BSO fills the vacancy with an employee with a job classification and rank equivalent to the absent BSO employee. BSO shall educate any temporary staff assigned to the District with respect to the general make-up of the CITY and its geographic areas, and its office, industrial, commercial and residential composition. The CITY shall be entitled to a vacancy credit for any BSO District personnel vacancy in any of the positions specified in paragraph 6(g) above, unless the vacant position is temporarily filled through overtime or temporary staffing, and if BSO receives a salary savings. Should BSO agree to modify the method for calculating vacancy credits with any other city, the CITY will be provided with the same option for calculating vacancy credits.
- i. The parties recognize that the CITY has no right of setoff or to reduce the consideration payable to BSO by amounts in dispute absent a mutual written agreement of the parties.
- j. In the event that BSO subsequently enters into an agreement, amends an agreement or renews an agreement with a municipality or Broward County for emergency medical, fire protection or fire prevention services (an "Eligible Agreement"), BSO shall post the Agreement on BSO's website. If the CITY reasonably determines that the Eligible Agreement overall includes material terms that are more beneficial than the terms set forth herein (except for terms relating to grant funding designated for a particular municipality or Broward County, which are excluded from this Section), then the CITY shall be entitled to (i) the incremental dollar value of the more beneficial term(s), which shall be calculated in the same manner and methodology as used to calculate the estimated actual costs for the CITY and all other municipalities, or (ii) the terms, services or equipment under the Eligible Agreement, at the City's sole discretion, retroactive to the effective date of the Eligible Agreement. Thereafter, the parties shall proceed under this Agreement in accordance with the more beneficial terms. The Parties acknowledge that BSO may implement different operational programs and units in different customer jurisdictions based on the operational requirements of such jurisdictions.

7. FEES AND GRANTS

The parties acknowledge and agree to the following:

- a. BSO shall invoice the recipient of emergency medical transport services within thirty (30) calendar days from the date services were rendered in accordance with the fee schedule adopted by the CITY. BSO shall return to the CITY all emergency medical services transport fees collected by BSO for services provided pursuant to this Agreement on a monthly basis, less any third party fees for collection services.

- b. The CITY shall invoice, collect and retain fees from property owners for fire inspection and prevention services provided pursuant to this Agreement, including but limited to, fire inspection, plan review, and false alarm fees. The fees and charges for providing said services shall be in accordance with the schedule of fees and charges adopted by the CITY.
- c. BSO may invoice, collect, and retain all revenues from those companies or persons receiving hazardous materials mitigation services or technical rescue services directly from regional BSO resources or an entity contracted by BSO.
- d. BSO shall be entitled to retain fees for (a) Emergency Medical Services Standby Services; (b) Fire Protection Standby Services; (c) Fire Prevention Standby Services; and (d) Special Event Permits for the provision of BSO fire personnel if applicable. Use of on-duty staff for such standby services **shall not be permitted unless documented exigent circumstances occurring within the City necessitate such use**. Any other fees retained shall be subject to the written approval of the City Manager.
- e. BSO shall cooperate with the CITY and, to the extent allowable by law, act as the fire and emergency medical agent on behalf of the CITY in the continued application, maintenance, and accounting of grants and entitlements as well as aggressively pursuing additional grant program funds as they become available. The CITY will make these funds available to the BSO to carry out the intent of the grant program as approved by the granting agency and the CITY. Except as otherwise set forth herein, it is understood by both parties that all revenues currently received by the CITY as a result of fire and emergency medical activities shall continue to be received by the CITY as previously mentioned herein or as may be added in the future. This shall include, but not be limited to, towing fees per the CITY's current agreement.
- f. The CITY shall retain any Chapter 175 premium tax monies for CITY pension plans.

8. VEHICLES, EQUIPMENT AND OTHER PERSONAL PROPERTY

- a. The Fire Rescue apparatus and vehicles, attached as Attachment 1 (collectively, the "Vehicles") shall be used solely within the DISTRICT, except in the event of a declared state of emergency, mutual aid incident or automatic aid incident, in which the automatic aid agreement was entered into pursuant to this Agreement. Fire Rescue Vehicles requested for use outside of Broward County for a declared emergency, mutual aid incident or automatic aid incident as described herein shall require the consent of the City Manager. Except for a declared emergency, mutual aid incident or automatic aid incident as described herein, the Fire Rescue Vehicles shall not be used to service any other municipalities or the unincorporated areas of Broward County unless otherwise permitted pursuant to this Agreement. In the event of termination or upon the expiration of the contractual relationship between

the SHERIFF and the CITY for Fire Rescue Services, BSO shall return all Vehicles in the same condition as upon delivery, normal wear and tear excepted, with the title to the Fire Rescue vehicles free of all liens and encumbrances.

BSO shall ensure that the operation of all vehicles shall be operated by certified and property trained operators. In the event that an operator is not certified and properly trained CITY shall have no liability.

The title to any vehicles leased or purchased by the CITY and transferred or used by BSO or lease-purchased by the City and utilized by BSO for the provision of services under this Agreement shall be titled in the name of BSO or the City, as applicable, unless the provisions of the CITY's lease purchase agreement provide otherwise.

Any vehicles which are no longer serviceable shall be returned to the City for appropriate disposal.

- b. Upon termination of this Agreement, BSO shall return to the CITY, without cost or charge to the CITY all of the Vehicles or leased property in a like kind condition, normal wear and tear excepted, or a replacement which must be of a like quality, design and condition as the vehicle or leased property or other property purchased by the CITY. Any disagreement between the CITY and BSO as to the value or condition of the Vehicles or leased Property or any replacement property shall be settled by an outside appraisal company agreeable to both parties. With respect to any CITY owned property destroyed and replaced by insurance required herein, the replacement property shall be returned to the CITY upon termination of this Agreement. It is the intent of the parties that all capital property paid for by the City be returned to the City.
- c. Capital Replacement.

The CITY and BSO will maintain a capital replacement schedule of vehicles and equipment necessary for BSO to provide emergency medical, fire protection and fire prevention services to the CITY. The vehicles and equipment shall be in accordance with BSO's required specifications. On an annual basis as part of the budgetary process, the District Fire Chief and the City Manager will review and revise the capital replacement plan as necessary. In the event that unforeseen capital replacements are necessary, the District Fire Chief will notify the City Manager of the need for such capital replacement(s) and the CITY, at its cost, will work in cooperation with BSO to provide such replacement within a reasonable time thereafter, however, CITY has final approval on budgeting and purchase of the vehicles.

d. Subleasing of vehicles

BSO acknowledges that some vehicles used by BSO to provide services pursuant to this Agreement are vehicles leased-purchased by the CITY. CITY agrees to sublease such vehicles to BSO in accordance with the provisions of the applicable Lease Agreement and BSO shall hold the CITY harmless for any liabilities resulting from BSO's use of such vehicles. CITY is responsible for making lease payments.

e. Damage to Vehicles.

In the event that a Vehicle or any equipment is damaged during the term of this Agreement, the District Fire Chief shall notify the City Manager. All Vehicles or equipment damage shall be the responsibility of BSO to repair, unless the need for such repair(s) is the result of the actions or omissions of the CITY or its employees in which case the CITY shall be responsible for the repair.

f. Maintenance.

BSO shall maintain the Vehicles provided by the CITY, according to the Vehicle manufacturer's specifications and recommendations. BSO shall retain the Vehicle maintenance records and furnish a copy of such records for each vehicle to the CITY on each anniversary date of this Agreement. The CITY shall have the right to audit such records at any given time. The District Fire Chief shall notify the City Manager whenever City-owned equipment is taken out of service for maintenance or repairs. BSO shall use personnel appropriately trained and certified to work on emergency vehicles. Such Vehicles provided by the CITY shall be manufactured pursuant to BSO's required specifications, within reason and to the greatest extent possible.

g. For BSO owned vehicles, assigned to the District, the lettering on the vehicles, in addition to "Broward Sheriff's Office" shall include City of Deerfield Beach, and no other municipalities.

h. BSO shall be responsible for equipping such Vehicles with regard to all necessary equipment, as determined by BSO, for emergency medical services and fire protection services, including communication devices, and shall be responsible for the maintenance of such equipment. BSO shall have the flexibility to move equipment between the Vehicles provided that all of the in-service Vehicles within the CITY are fully equipped with equipment that is in good working order. Once the equipment has reached the end of its useful life, BSO shall replace such equipment as agreed upon by both parties and such cost shall be added to the annual consideration paid by the CITY.

9. FACILITIES

- a. BSO shall operate from a Fire District Office provided by the CITY and such other city facilities for the purpose of providing the services pursuant to this agreement, notwithstanding anything set forth herein to the contrary. City shall retain all dominion and control of the Facilities and BSO shall obtain no possessory interest in the Facilities by virtue of this contract. BSO's only activities on or in the Facilities shall be those related to fulfilling its contractual obligations as set forth herein. It is understood and agreed that the City shall continue to use the facilities for municipal purposes to the extent those activities do not materially interfere with the provision of services to the City within the City for the benefit of the CITY. BSO shall occupy the Facilities and use the equipment and furnishing contained in the Facilities in connection with performing the Services within the District (except as otherwise permitted herein), at no additional cost to BSO but only for the term of this Agreement.
- b. BSO shall properly equip each fire station with furnishings, cabling, security systems, communications systems, alert devices/systems and all other facility related equipment necessary to provide fire and emergency medical services to the CITY and to house the District Fire Employees. BSO shall be responsible for the maintenance and capital replacement of all such furnishings, cabling, security systems, communications systems, alert devices/systems and facility related equipment. Funding for such shall be included in the annual consideration paid by CITY.
- c. The CITY shall be responsible for major repairs of the Facilities and property (i.e., to include HVAC systems, electrical systems, roof systems and storm damage to the facility and property). BSO shall be responsible for daily custodial services and shall maintain the Facilities in a clean condition, free from debris, normal use excepted. BSO further agrees not to destroy, deface, damage, impair, or remove any part of the Facilities. In the event BSO, its employees, agents, or invitees destroy, deface, damage, impair, or remove any part of the CITY's Facilities, BSO shall be responsible for repairing or replacing such property.
- d. Except as provided in the preceding paragraph and in paragraph 2(e), maintenance and repair services for the Facilities shall be supplied by the CITY. CITY agrees to keep the Facilities in good structural repair. CITY shall maintain and keep in good repair the roof, lighting, walls, foundations, sidewalks, ceilings, doors, windows, sprinkler and hot water systems, heating systems, air conditioning systems, plumbing, wiring, electrical fixtures and all other structural components. CITY further agrees to maintain in good repair the parking area and all common areas. CITY shall also make any repairs necessitated by water seepage or by other causes not under BSO's control. CITY shall also make all repairs or changes which may be necessary to make the premises and the use herein contemplated comply with applicable laws, ordinances, orders or regulations of any federal, state, county or municipal authority now or hereafter in effect unless specifically exempted therefrom. Should a Facility need to be temporarily closed for repairs, CITY will provide reasonably acceptable temporary space necessary for BSO to continue performing the Services.

- e. CITY shall pay for all utility costs including, but not limited to, voice and data hardware, software [except for BSO hardware and software], and connectivity, electric, sewer and water for the facilities.
- f. BSO's personnel shall not conduct personal business at the Facilities. BSO's personnel shall only park personal vehicles in designated parking areas. The Facilities shall only be utilized for appropriate services within the City, unless otherwise mutually agreed upon by BSO and the City Manager. BSO shall not use the Facilities to service any other contracts, clients or obligations of BSO, except as otherwise provided in this Agreement. The CITY and BSO shall not permit the Facilities or the vehicles provided by the CITY to be utilized for political or campaign purposes by candidates running for public or private office or ballot initiatives.
- g. BSO shall not permit unaccompanied minors in the Facilities. Fire Explorers are permitted where authorized by BSO.
- h. Each party will maintain insurance coverage, as it deems necessary, to cover such party's responsibilities as set forth in Agreement. The adequacy of such coverage shall not limit the party's responsibilities set forth herein.
- i. Upon the expiration or earlier termination of this Agreement, BSO shall surrender possession of the Facilities and all CITY-owned furnishing and CITY-owned equipment within the Facilities that are occupied by BSO to provide services within the CITY, to the CITY. The Facilities shall be broom clean and in the same condition as received, except for ordinary wear and tear and items and issues that are the responsibility of the CITY, which BSO was not otherwise obligated to remedy under any provisions of this Agreement.

The City shall provide BSO with adequate parking spaces within reasonable proximity to the Facilities so as not to hinder BSO's ability to perform its obligations set forth herein.

Upon the expiration or earlier termination of this Agreement, BSO shall surrender possession of the Facilities and all CITY-owned furnishings and CITY-owned equipment within the Facilities that are used by BSO on a permanent basis within the CITY, to the CITY. The Facilities shall be broom clean and in the same condition as received, except for ordinary wear and tear and items and issues that are the responsibility of the CITY, which BSO was not otherwise obligated to remedy or maintain under this Agreement.

10. DISTRICT FIRE CHIEF

- a. BSO shall provide, pursuant to this Agreement, a District Fire Chief. The District Fire Chief shall be assigned full-time to the CITY and shall provide direct supervision of activities for the CITY's fire stations and personnel/apparatus provided pursuant to this Agreement. The District Fire Chief shall, among other specified duties, act as liaison between BSO and the CITY. BSO's District Fire Chief shall also function as a member of the CITY's staff with regard to fire rescue issues and report to the City Manager in that capacity.

The District Fire Chief shall be responsible for all emergency medical and fire protection related emergency management duties on behalf of the CITY, and his or her responsibilities, except for his or her responsibilities to BSO, shall be limited to the CITY. The CITY and BSO understand and acknowledge that the District Fire Chief is employed by BSO and therefore has certain employment responsibilities to BSO, however such responsibilities shall not substantially interfere with the District Fire Chief's responsibilities as the CITY's Fire Chief.

- b. The CITY currently has an assigned District Fire Chief. In the event the position of District Fire Chief becomes vacant, the selection of a District Fire Chief shall be the absolute discretion of CITY's City Manager and shall be initiated by BSO selecting three (3) qualified candidates for the position of District Fire Chief. BSO agrees to make such selections in good faith and in the best interest of CITY. BSO shall provide CITY with written notification of the selected candidates and their qualifications within 15 days of the vacancy of the District Fire Chief or within 15 days of the BSO's knowledge that the District Fire Chief position will become vacant, whichever occurs first. Within fifteen (15) days after CITY's receipt of such notice, representatives from both BSO and CITY shall meet to discuss the candidates' qualifications. In the event none of the candidates are acceptable to the City Manager, BSO shall submit the names of three (3) additional candidates for consideration. This process shall continue until such time as the City Manager has selected an individual to serve as the District Fire Chief. The CITY shall have the opportunity to interview each of the candidates. The District Fire Chief position shall be subject to the provisions of this Agreement. During the selection process, BSO shall put in place a temporary Chief until the permanent Chief is selected.
- c. The District Fire Chief shall meet and confer with the City Manager or designee as needed and directed by the City Manager, for the purpose of maintaining the viability and vitality of this Agreement. The District Fire Chief shall serve on a full-time basis, until such time as the City Manager concurs in the transfer or change of duty of him/her according to the terms of this Agreement.
- d. The District Fire Chief shall remain an employee of BSO, subject to the development strategies designed to enhance current capabilities and future assignments of the Broward Sheriff's Office. Succession planning remains BSO's commitment to the current and future needs of both the CITY and BSO.
- e. BSO shall provide an administrative assistant to the District Fire Chief who shall be assigned to the Chief Officer's office during regularly scheduled business hours during a forty (40) hour work week. BSO shall also provide, pursuant to this Agreement, an appropriate motor vehicle for use by the District Fire Chief
- f. BSO shall provide, pursuant to this Agreement, the necessary supervisory personnel to serve as liaisons between the Station personnel and the District Fire Chief.

- g. In the event CITY becomes dissatisfied with the performance of the District Fire Chief, CITY shall provide notification to BSO. Thereafter, representatives of BSO and CITY shall meet to discuss possible remedies of the problems experienced by CITY. BSO agrees to act in good faith in resolving any problems experienced by CITY. If the City Manager, in his or her sole discretion, with or without cause, still desires that BSO remove the District Fire Chief, BSO shall do so immediately.

BSO, in its sole discretion, shall have the right to remove the District Fire Chief from the CITY at any time for any of the following reasons:

1. The District Fire Chief is being promoted in rank;
2. The District Fire Chief is being demoted;
3. The District Fire Chief is being disciplined;
4. The District Fire Chief is retiring;
5. The District Fire Chief submits a request to transfer out of the City;
6. The District Fire Chief is under investigation by BSO or any other federal, state or local law enforcement agency;
7. The District Fire Chief's failure to meet documented BSO performance standards and requirements; or
8. Prior to the removal of the District Fire Chief, the Sheriff meets with the City Manager and notifies the City Manager that the Sheriff has lost confidence in the District Fire Chief.

The removal of the District Fire Chief from the City for any reason not specified above shall require the prior approval of the City Manager.

- h. The District Fire Chief will attend management and City Commission meetings as directed by the City Manager. Both parties understand and agree that the attendance of the District Fire Chief is essential to maintain the viability and vitality of this Agreement, but also recognize that the District Fire Chief may occasionally be unavailable, due to illness, scheduled vacation or scheduled training. In the event the District Fire Chief is unable to attend a meeting described herein, the District Fire Chief will advise the City Manager of the person(s) authorized to attend in place of the District Fire Chief.

11. INSURANCE

- a. Vehicles and/or equipment not subject to lease-purchase agreements.
 1. BSO shall maintain liability and automobile insurance policies in the minimum amounts set forth below:

General Liability	\$1,000,000/\$2,000,000
Automobile Liability	\$1,000,000/\$2,000,000

2. BSO shall provide the CITY with a copy of the Certificate of Insurance or endorsements evidencing the types of insurance and coverages required by this Section prior to the effective date of this Agreement, and, at any time thereafter, upon request by the CITY. BSO shall maintain these insurance policies throughout the Term. BSO shall provide the CITY with copies of the insurance policies required hereunder and all renewals thereof. The costs of all these insurance policies shall be the sole obligation of BSO; however the CITY understands and acknowledges that the cost of this coverage is allocated to the CITY through the consideration set forth in the Special Terms and Conditions of this Agreement. BSO may provide the insurance required in this Section through a self- insurance program.
3. The CITY shall during the Term, at its sole cost and expense, maintain appropriate insurance coverage to include General Liability and Fire and Casualty coverage either through a commercial insurance carrier or a self-insurance program of sufficient coverage to protect the CITY and BSO in the event of claims related to the Facilities or damage/destruction of the Facilities utilized by the BSO under this Agreement.
4. In the event BSO's required insurance coverage is modified during the Term of this Agreement, BSO shall provide the CITY with at least thirty (30) days prior written notice.
5. The City shall have the option to insure any and/or all of the BSO non-leased fire rescue vehicles and equipment through BSO on an annual basis with the cost of any such insurance to be included in the consideration payable by the CITY to BSO. In the event that a vehicle and/or any equipment is damaged or totaled during the term of this Agreement, BSO shall handle the repair or replacement with the cost of such repair or replacement being paid as follows:
 1. If the City elected to insure the vehicle and/or equipment through BSO for the period in which the damage occurred, BSO will submit all necessary paperwork to the insurance carrier. Any costs or expenses not covered by insurance will be paid by the CITY in addition to the consideration set forth herein.
 2. If the City did not elect to insure the vehicle and/or equipment through BSO for the period in which the damage occurred, the City shall be responsible for the cost of the repair and/or replacement. The cost will be paid by the CITY in addition to the consideration set forth herein, however, CITY has final approval on budgeting and purchase of the vehicles.
- b. Vehicles and/or equipment subject to lease-purchase agreements.
 1. Insurance for vehicles and/or equipment subject to lease-purchase agreements shall be obtained by BSO or CITY in accordance with the provisions of the applicable lease purchase agreement in the amounts required by the applicable lease-purchase agreement.

2. If the insurance is purchased by BSO, the cost of any such insurance shall be included in the consideration payable by the CITY to BSO. In the event that a vehicle and/or any equipment is damaged or totaled during the term of this Agreement, BSO shall handle the repair or replacement with the cost of such repair or replacement being paid as follows:
3. BSO will submit all necessary paperwork to the insurance carrier. Any costs or expenses not covered by insurance will be paid by the CITY in addition to the consideration set forth herein.

c. Facilities.

The CITY shall during the Term, at its sole cost and expense, maintain appropriate insurance coverage to include General Liability and Fire and Casualty coverage either through a commercial insurance carrier or a self-insurance program of sufficient coverage to protect the CITY and BSO in the event of claims related to the Facilities or damage/destruction of the Facilities utilized by the BSO under this Agreement.

12. MUTUAL AID

BSO and CITY recognize and acknowledge that BSO provides fire/rescue throughout Broward County and such services may be provided from the facilities and with personnel and apparatus located within or outside the municipal boundaries of the CITY on a short term basis.

BSO may develop mutual aid and automatic aid agreements with the government agencies within and outside of Broward County to provide improved fire and emergency medical services coordinated operational resources. The City Manager shall be notified of such agreements in a timely manner.

13. FUELING SITE

The CITY has a fueling site at 1440 FAU Research Park Boulevard. At this site:

- a. BSO will be responsible for the repair and proper maintenance as required for the proper operation of the existing above ground fuel pumps and fuel access systems if damage was caused by BSO. CITY shall replace the pumps if needed.
- b. CITY shall be responsible for the repair, maintenance, and replacement of any and all other components of the fuel system including, but not limited to, underground storage tanks. BSO shall provide the CITY with notice of the need for repairs, maintenance and/or replacement of any of the components to the fuel system. Upon receipt of such notice, the CITY will make such repairs, maintenance and/or replacements within a timely manner thereafter, except for spills resulting from the acts of BSO, or its employees or agents.
- c. BSO agrees to report to the appropriate public safety agency(s) and to notify the CITY of any and all fuel spills as soon as possible. BSO shall be responsible for the cleanup of any and all spills caused by BSO employees occurring at the Fueling Sites;

d. To the extent permitted by law, BSO agrees to indemnify, defend and hold the CITY harmless from any and all claims, damages, fines, judgments, penalties, costs, causes of action, liabilities, or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys', consultant, and expert fees) (collectively, "Liabilities"), arising during the term of this Agreement or thereafter, and resulting from or arising out of the negligence or willful misconduct of BSO, its employees, agents, or servants with regard to the use of the fueling system. Furthermore, BSO shall be responsible for any property damage to the fueling system resulting from the acts of BSO employees.

e. To the extent permitted by law, CITY agrees to indemnify, defend and hold BSO harmless from any and all claims (excluding workers compensation claims of BSO employees), damages, fines, judgments, penalties, costs, causes of action, liabilities, or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys', consultant, and expert fees) (collectively, "Liabilities"), arising during the term of this Agreement or thereafter, and resulting from or arising in connection with the leakage of fuel from the underground piping, underground storage tank(s), and any and all other components of the fueling system, unless caused by the negligence or willful misconduct of BSO, its employees, agents, or servants. Without limiting the generality of the foregoing, CITY's indemnification shall apply to any and all liabilities resulting from or arising out of (i) any investigation, cleanup, removal, or restoration of the grounds required by any federal, state or local agency or political subdivision, and any personal injuries (including wrongful death) or property damage (real or personal) and (ii) any Hazardous Substance which flows, diffuses, migrates or percolates into onto or under the Police Headquarters grounds.

f. If the CITY determines that the fuel site must be closed, either temporarily or permanently, the CITY will provide BSO with no less than ninety (90) calendar days prior written notice in order to allow BSO to find another suitable location for fueling its vehicles, unless exigent circumstances require immediate closure and in such case, CITY will notify BSO as soon as practicable. CITY will provide BSO with an alternate fueling site.

14. DEFAULT

a. The occurrence of any one or more of the following shall constitute a "Default" by the party causing same (the "Defaulting Party"):

1. Payment. Failure of the Defaulting Party to pay any amount required hereunder, whether for Consideration, taxes, utilities, insurance or any other obligations, within ten (10) days after such is due hereunder, provided the Defaulting Party is first given written notice with ten (10) calendar days to cure; or
2. Performance of Services. Failure of BSO to perform the Emergency Medical, Fire Protection or Fire Prevention Services as required herein at any time during the Term;

3. Other Performance. Failure of the Defaulting Party to perform any other covenant, condition, agreement or provision contained herein (other than the Emergency Medical, Fire Protection or Fire Prevention Services) or to cure any misrepresentation or breach of any representation or warranty herein within thirty (30) days after receipt by the Defaulting Party of written notice of such failure, misrepresentation or breach; or
 4. Bankruptcy of Defaulting Party. Commencement of bankruptcy, insolvency, assignment for the benefit of creditors or receivership proceedings in respect of the Defaulting Party; or
 5. Default. Failure of the Defaulting Party to perform any covenant, condition, agreement or to cure any misrepresentation or breach of any representation or warranty in any other agreement between the parties hereto within any applicable grace period provided in such agreement.
- b. Upon the occurrence and continuance of a Default by the Defaulting Party, the party not in Default (the "Non-Defaulting Party") may, at its option and without any obligation to do so and in addition to any other remedies otherwise set forth in this Agreement, elect any one or more of the following remedies:
1. Terminate this Agreement pursuant to Section 15 herein; or
 2. Withhold payment or performance under this Agreement until such time as such Default is cured, provided the performance level does not compromise the safety of the public; or
 3. Cure such Default and recover the costs thereof, together with interest thereon at the lesser of 18% or the maximum legal rate permitted by applicable law, from the Defaulting Party; or
 4. Seek injunctive relief to enjoin any act of the Defaulting Party in violation hereof; or
 5. Seek specific performance of any covenant or obligation of the Defaulting Party hereunder; or
 6. Pursue any other remedy now or hereafter available under the laws or judicial decisions of the State of Florida.
- c. Interest and Late Charges. Any payments due hereunder, whether for Consideration, rents, taxes, utilities, insurance or any other obligations, overdue for more than ten (10) days shall bear interest from the date due at the lesser of eighteen percent (18%) or the maximum legal rate permitted by Applicable Law. In addition, the Defaulting Party shall pay for the Non-Defaulting Party's administrative and collection expenses incurred in connection therewith, and not as interest, a late

charge equal to five percent (5%) of the amount overdue. The terms of this paragraph shall also apply to BSO's payment obligations under this Agreement.

15. TERMINATION

- a. In the event of the expiration of this Agreement or the termination by either party, the other party shall render such aid, coordination and cooperation as might be required for an expeditious and efficient termination of service. In the event of such termination or expiration and in the further event that the CITY is unable to provide the same level of service through its own fire rescue force at the time of such termination or expiration, the then pending term of this Agreement shall be deemed automatically extended for a period of 24 months or until CITY is capable of rendering such Fire Rescue Services, whichever occurs sooner. The consideration to be paid to the BSO during the transition period shall be based upon the actual cost of providing such services during the transition period, at the level of staffing determined reasonably necessary by BSO.

Either party may terminate this Agreement at its discretion either with or without cause, by giving written notice thereof to the other party; provided the other party has no less than ninety (90) days prior written notice of such termination. At the expiration of the ninety (90) day notice period as described in the preceding provision, the transition period as set forth in subsection (c) of this Section 15 shall commence.

- b. In the event of a material breach, either party may provide the other party with written notice of the material breach. The other party shall have thirty (30) days from the date of its receipt of such notification to cure such material breach, except for a material breach of any payment obligation under this Agreement in which case the other party shall have 10 days from the date of the receipt of the notice to cure the payment obligation breach. If the material breach is not cured within such time periods, the non-breaching party may terminate this Agreement immediately, subject to the transition period in subsection C of this Section. Material breaches shall include but are not limited to, failure by the CITY to pay BSO pursuant to the consideration provisions set forth in the Special Terms and Conditions of this Agreement, violations of Governing Standards, local and federal laws, the BSO policies and procedures, or other terms and conditions of this Agreement.
- c. In the event of termination or upon the expiration of this Agreement, the CITY may request to purchase from BSO any piece of equipment, including fire rescue vehicles owned by BSO that are directly attributable to or in use by the District at the time of such termination or expiration in connection with the services contemplated herein. The purchase price for such equipment shall be determined by mutual agreement of the parties based on the fair market value of such equipment at the time of the CITY's election to purchase.

- d. Upon termination or expiration of this Agreement, all equipment and vehicles shall remain in service within the CITY until such time as the CITY and BSO execute such documents as are necessary to transfer liability for such vehicles and/or equipment, as applicable, from BSO to the CITY at the time the CITY takes possession of such vehicles and/or equipment.

Upon the parties reaching a mutual agreeable purchase price for the equipment owned by BSO pursuant to this Section, and payment by the CITY, BSO shall convey all of its rights, title and interest, thereto, including fire rescue vehicles, to the CITY by Bill of Sale Absolute or Certificate of Title, as applicable.

- e. Should this agreement, or any part thereof, be declared void or otherwise unenforceable by a court of law, the parties recognize that there will be costs in complying with any such order of the court. In such case, each party shall bear its own costs and said order of the court shall be deemed a notice of termination and the parties will implement the order in a manner consistent with the methodology set forth above for termination without cause, unless otherwise required by court order.

16. **INDEMNIFICATION**

CITY and BSO shall each be individually and separately liable and responsible for the actions of their respective officers, agents and employees in the performance of their respective obligations under this Agreement.

To the extent permitted by law, CITY shall indemnify defend, and hold BSO, its officials, agents, servants and employees, harmless from any and all liability, actions, causes of action, suits, trespasses, damages, judgments, executions, claims and demands of any kind whatsoever, in law or in Equity, which results from or arises out of the intentional or negligent acts or omissions of CITY, its employees, agents, or servants and CITY shall indemnify BSO, its officials, agents, servants and employees, for damages, judgments, claims, costs, expenses, including reasonable attorney's fees, which BSO, its officials, agents, servants and employees, might suffer in connection with or as a result of the intentional or negligent acts of CITY, its employees, agents, or servants. For purposes of this provision, CITY employees shall not be deemed agents or servants of BSO and BSO employees shall not be deemed agents or servants of CITY. The CITY shall at all times be entitled to the benefits of sovereign immunity as provided in Florida Statutes, Section 768.28, and common law. Nothing contained in this Agreement shall be construed as a waiver of sovereign immunity.

To the extent permitted by law, BSO shall indemnify, defend, and hold CITY, its officials, agents, servants and employees, harmless from any and all liability, actions, causes of action, suits, trespasses, damages, judgments, executions, claims and demands of any kind whatsoever, in law or in equity, which results from or arises out of the intentional or negligent acts or omissions of BSO, its employees, agents, servants and BSO shall indemnify CITY, its officials, agents, servants and employees, for damages, judgments,

claims, costs, expenses, including reasonable attorney's fees, which CITY, its officials, agents, servants and employees, might suffer in connection with or as a result of the intentional or negligent acts of BSO, its employees, agents, or servants. For purposes of this provision, CITY employees shall not be deemed agents or servants of BSO and BSO employees shall not be deemed agents or servants of CITY. BSO will at all times be entitled to the benefits of sovereign immunity as provided in Florida Statutes, Section 768.28, and common law. Nothing contained in this Agreement shall be construed as a waiver of sovereign immunity.

17. CONTRACTOR RELATIONSHIP

CITY hereby retains BSO as an independent contractor to provide Fire Rescue Services for the CITY, subject to the terms and conditions contained herein. As an independent contractor, BSO shall have discretion and operational oversight regarding the manner and means in which Fire Rescue Services shall be provided to the CITY, unless otherwise provided herein. Notwithstanding BSO's independent contractor status hereunder, BSO and the District Fire Employees shall have the power and authority granted by the CITY pursuant to Section 3 hereof.

18. NO PARTNERSHIP

The relationship between the CITY and BSO shall be solely as set forth herein. Neither party shall be deemed the employee, agent, partner or joint venturer of the other, nor have, or represent to have, any authority or capacity to make or alter any agreement on behalf of the other, to legally bind the other, to credit or receive money due on behalf of the other or to do any other thing on behalf of the other, except as specifically set forth herein. Neither the CITY nor BSO will have or attempt to exercise any control or direction over the methods used by the other to perform its work, duties and obligations under this Agreement except as specifically set forth herein. The respective employees, agents and representatives of each of the CITY and BSO shall remain their own employees, agents or representatives, and shall not be entitled to employment benefits of any kind from the other, except as specifically set forth herein. The CITY and BSO shall assume full responsibility for their own compliance with any and all Applicable Laws.

19. REPRESENTATIONS AND WARRANTIES OF CITY

The CITY represents, warrants and covenants to BSO as of the date hereof and throughout the Term the following:

- a. The CITY is and shall remain duly organized, validly existing and in good standing under the laws of the State of Florida, has and shall retain the requisite power and authority to conduct its business, to enter into this Agreement and to perform the terms hereof and by proper action on behalf of the CITY has duly authorized, executed and delivered this Agreement and any and all instruments in connection herewith.

- b. This Agreement has been duly executed and delivered by the CITY and constitutes the valid and legally binding obligation of the CITY enforceable in accordance with its terms, except as may be limited by bankruptcy, reorganization or similar laws affecting creditors' rights generally.
- c. Neither the execution and delivery of this Agreement, the consummation of the transaction contemplated hereby nor the fulfillment of or compliance with the terms and provisions hereof (a) conflicts with, or result in a material default under or breach of or grounds for termination of, any material agreement or any license, permit or other governmental authorization to which CITY is a party or by which CITY is bound, (b) results in the violation by the CITY of any provision of any Applicable Law applicable to CITY or to which CITY may be subject, (c) violates or conflicts with any charter or other document governing the actions of CITY, or (d) requires CITY to obtain or make any consent, authorization, approval, registration or filing under Applicable Law or order of any court or governmental agency, board, bureau, body, department, authority or any other person which has not already been obtained. The CITY is not in default with respect to any order, judgment, ordinance, award or decree of any governmental agency or instrumentality affecting this Agreement or the transactions contemplated hereby.
- d. No representation or warranty made by the CITY herein or in any schedule, exhibit or other document executed or delivered in connection herewith when taken as a whole contains any untrue statement of a material fact or omits to state any material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading in any material respect.

20. REPRESENTATIONS AND WARRANTIES OF BSO

BSO represents, warrants and covenants as of the date hereof and throughout the term of this Agreement the following:

- a. The Sheriff is the duly elected or appointed, qualified and incumbent Sheriff of Broward County, Florida, has and shall retain the requisite power and authority pursuant to the power so vested in him under Applicable Law to conduct its business, to enter into this Agreement and to perform the terms hereof and by proper action has duly authorized, executed and delivered this Agreement and any and all instruments in connection herewith.
- b. This Agreement has been duly executed and delivered by BSO and constitutes the valid and legally binding obligation of BSO enforceable in accordance with its terms, except as limited by bankruptcy, reorganization or similar laws affecting creditors' rights generally.
- c. Neither the execution and delivery of this Agreement, the consummation of the transaction contemplated hereby nor the fulfillment of or compliance with the terms and provisions hereof (a) conflicts with, or result in a material default under or

breach of or grounds for termination of, any material agreement or any license, permit or other governmental authorization to which BSO is a party or by which BSO is bound, (b) results in the violation by BSO of any provision of any Applicable Law applicable to BSO or to which BSO may be subject, (c) violates or conflicts with any charter or other document governing the actions of BSO, or (d) requires BSO to obtain or make any consent, authorization, approval, registration or filing under Applicable Law or order of any court or governmental agency, board, bureau, body, department, authority or any other person which has not already been obtained. BSO is not in default with respect to any order, judgment, ordinance, award or decree of any governmental agency or instrumentality affecting this Agreement or the transactions contemplated hereby.

- d. BSO has complied and shall comply with all Applicable Laws relating to the performance of the Fire Rescue Services and the employment of the District Fire Employees.
- e. No representation or warranty made by BSO herein or in any schedule, exhibit or other document executed or delivered in connection herewith when taken as a whole contains any untrue statement of a material fact or omits to state any material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading in any material respect.
- f. The parties recognize that neither party has the right to modify the terms and conditions of this Agreement (i.e. staffing, consideration), unless such modification is mutually agreed upon through a formal written amendment or authorized in accordance with Section 6(i). Additionally, neither party shall have the right of set-off nor the right to reduce its contractual obligation to the other party by amounts in dispute absent a mutual written agreement of the parties, except as otherwise provided herein.

21. INTERPRETATION

Except where the context otherwise requires, reference to something in the singular shall include the plural and vice versa. Unless otherwise noted, reference to a party to this Agreement includes that party, and its permitted successors and assigns. Lastly, the captions or headings in this Agreement are for convenience only, and are not meant to limit the scope or intent of the particular provisions.

22. ACCOUNTING TERMS

All references in this Agreement to generally accepted accounting principles shall be to such principles as in effect from time to time in the United States of America. All accounting terms used herein without definition shall be used as defined under such generally accepted accounting principles.

23. CROSS REFERENCES

Unless otherwise specified, references in this Agreement to any Article or Section are references to such Article or Section of this Agreement, and, unless otherwise specified, references in any Article, Section or definition to any clause are references to such clause of such Article, Section or definition. The words "hereof", "hereby", "hereto", "herein", "hereunder" and the like refer to this Agreement in its entirety.

24. DRAFTING

This Agreement shall not be construed more strictly against one party than against the other merely because it may have been prepared by counsel for one of the parties, it being recognized that both parties have contributed substantially and materially to its preparation.

25. NOTICE

All notices and other communications under this Agreement shall be in writing and shall be deemed to have been given three (3) business days after deposit in the mail, designated as certified mail, return receipt requested, postage-prepaid, or one (1) business day after being entrusted to a reputable commercial overnight delivery service, or when sent by email or facsimile on a business day addressed to the party to which such notice is directed at its address determined in accordance with this Article with customary confirmation of receipt of such email or facsimile received. All notices and other communications under this Agreement shall be given to the parties hereto at the following addresses:

CITY:

See Special Terms and Conditions

BSO:

BSO
Broward Sheriff's Office
2601 W. Broward Boulevard
Fort Lauderdale, FL 33312

Any party hereto may change the address to which notices shall be directed under this Section by giving ten (10) days written notice of such change to the other party.

26. NON-ASSIGNABILITY

Neither party shall assign any of its obligations or benefits imposed hereby or contained herein, except upon the other party's prior written approval.

27. TIME OF THE ESSENCE

Time shall be of the essence in the payment and performance of all obligations hereunder. All references herein to this Agreement or the Term shall include the initial Term and any renewal or extension of the Term.

28. ENTIRE AGREEMENT

This Agreement, together with any other agreements entered into contemporaneously herewith, constitutes and represents the entire agreement between the parties hereto and supersedes any prior understandings or agreements, written or verbal, between the parties hereto respecting the subject matter herein. This Agreement may be amended, supplemented, modified or discharged only upon an agreement in writing executed by all of the parties hereto. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and permitted assigns. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

29. APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, United States of America, and, unless otherwise agreed to in writing by both parties hereto, venue and jurisdiction shall lie only in Broward County, Florida. Each of CITY and BSO hereby submits to such jurisdiction and venue and waives any defense of inconvenient forum in relation hereto.

30. WAIVER OF RIGHTS

CITY and BSO hereby irrevocably waive, to the fullest extent permitted by law, the posting of any bond, surety or other security that might be required of any party in any actions, proceeding or counterclaim, whether at law or equity, brought by either of them. Further, CITY and BSO hereby irrevocably waive, to the fullest extent permitted by law, trial by jury on any action, proceeding or counterclaim, whether at law or equity, brought by either of them.

31. SEPARABILITY

Each and every covenant and agreement herein shall be separate and independent from any other and the breach of any covenant or agreement shall in no way or manner discharge or relieve the performance of any other covenant or agreement. Each and all of the rights and remedies given to the Non-Defaulting Party by this Agreement or by law or equity are cumulative, and the exercise of any such right or remedy by the Non-Defaulting Party shall not impair the Non-Defaulting Party's right to exercise any other right or remedy available to the Non-Defaulting Party under this Agreement or by law or equity.

32. WAIVER

No delay in exercising or omission of the right to exercise any right or power by any party hereto shall impair any such right or power, or shall be construed as a waiver of any breach or default or as acquiescence thereto. One or more waivers of any covenant, term or condition of this Agreement by either party shall not be construed by the other party as a waiver of a continuing or subsequent breach of the same covenant, provision or condition. The consent or approval by either party to or of any act of the other party of a nature requiring consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act. Payment or receipt of a lesser amount than that due hereunder shall not be deemed to be other than on account of the earliest amount due hereunder. Any endorsement or statement on any check or letter accompanying any check shall not be deemed an accord and satisfaction and the receiving party may accept and negotiate such check or payment without prejudice to that party's right to recover the balance of the full amount due or pursue any other remedy available hereunder.

33. ATTORNEYS' FEES

In the event of any controversy arising under or relating to the interpretation or implementation of this Agreement or any breach thereof, the prevailing party shall be entitled to payment for all reasonable costs and reasonable attorneys' fees (both trial and appellate) incurred in connection therewith.

34. DESCRIPTION OF SERVICES

BSO shall provide comprehensive Emergency Medical, Fire Protection and Fire Prevention Services within the municipal boundaries of the CITY which includes services (a) customarily rendered by municipal fire departments or BSO, and (b) required to be performed under Applicable Laws or CITY Ordinances, unless the subsequent modification or adoption of an Ordinance or Law results in additional costs to BSO in which case the CITY and BSO will negotiate in good faith to address the increased costs.

BSO shall not utilize a third party provider for the provision of services referenced in this Agreement unless first approved by the CITY in its sole and absolute discretion.

BSO fire rescue services are comprised of direct services, indirect services, special detail services and countywide services, which are defined as follows:

- a. Direct Services – are those services that are provided by the District Fire Employees.
- b. Indirect Services – are those BSO-provided Non-District Fire Employee services that are centralized within BSO, but provide benefits throughout Broward County (including the CITY).

- c. Special Detail Services – are those services offered by BSO that allows public and private entities to contract for the services of BSO’s fire/rescue personnel during off-duty hours.
- d. Countywide Services - those services that are funded by Broward County as a countywide service and provided by BSO to any and all Broward County fire/rescue agencies (irrespective of whether they have an agreement with BSO) that requests such service.

Each of these services is detailed further below.

DIRECT SERVICES

The Fire Rescue Services provided by BSO pursuant to this Agreement are as follows:

a. **General Fire Rescue**

- 1. BSO shall provide Fire Company pre-fire plan evaluations of required occupancies as well as hydrant testing and inspection in accordance with ISO and related departmental standards, designed to reduce the risk of property damage, injury, or loss of life from fire.
- 2. BSO shall provide Unified Incident Command at the scene of all significant and relative incidents within the CITY for the purpose of maintaining continuity in care, communication and mitigation of hazards.

b. **Emergency Medical Services**

- 1. BSO shall provide emergency medical services to the CITY on a twenty-four (24) hour, seven (7) days per week basis during the term of this Agreement. BSO shall provide the personnel, and the CITY shall provide the apparatus, for emergency medical services in the manner set forth in Exhibit “A”.
- 2. BSO possesses and shall maintain throughout the term of this Agreement a Class 1- ALS Rescue Certificate of Public Convenience and Necessity (“CON”) and an appropriate State of Florida license enabling BSO to provide advanced life support services, as well as basic life support services, to patients upon arrival at emergency scenes requiring immediate emergency medical care.
- 3. BSO shall provide emergency medical transportation for all patients requiring transportation to an appropriate hospital emergency department. BSO shall transport patients to the nearest appropriate receiving facility in accordance with adopted medical protocols and at the discretion of the attending paramedic.
- 4. Training and certification of BSO’s paramedics shall be the responsibility of BSO.
- 5. BSO shall provide medical control and oversight through the use of a comprehensive continuous quality improvement program as outlined in Chapter 401, Fla. Stat.

c. Fire Protection Services

1. BSO shall provide fire protection services to the CITY on a twenty-four (24) hour, seven (7) days per week basis during the term of this Agreement. BSO shall provide the personnel, and the CITY shall provide the apparatus, for fire protection services in the manner set forth in Exhibit “A”.
2. Training and certification of BSO’s firefighters shall be the responsibility of BSO.
3. BSO shall provide Fire Company pre-fire plan evaluations of required occupancies as well as hydrant testing and inspection in accordance with ISO and related departmental standards, designed to reduce the risk of property damage, injury, or loss of life from fire. CITY shall pay for hydrant markers and supplies.
4. BSO shall provide Unified Incident Command at the scene of all significant and relative incidents within the CITY for the purpose of maintain continuity in care, communications and mitigation of hazards.
5. BSO shall make its best efforts to maintain an Insurance Service Organization (ISO) Class One rating for the CITY’s fire protection services throughout the term of this Agreement.

d. Fire Prevention Services

1. BSO shall provide fire prevention services (“Fire Prevention Services”), to include but not be limited to fire plan review, new construction and fire plan inspections, annual fire inspection, fire and arson investigation and enforcement of all applicable statutes and codes. BSO shall provide Fire Prevention Services to the CITY on a forty hour (40) five (5) days per week full-time basis and for Inspector call-out during the term of the Agreement, with the personnel specifically described in Exhibit A, Special Terms and Conditions.
2. BSO shall provide, as funded by the CITY, all vehicles, equipment and personnel to perform Fire Prevention Services, and shall provide personnel for full time use of the City for Fire Prevention Services in the manner set forth in Exhibit “A”.
3. BSO shall perform all annual inspections of multifamily residential and commercial properties required to be inspected in accordance with the Florida Fire Prevention Code and the Broward County Local Fire Code amendment. BSO shall strive to achieve an annual inspection rate of 100% for all structures required to be inspected pursuant to Chapter 633, Fla. Stat. The CITY shall be responsible for the billing and collection of such services.

e. Other Direct Services

1. BSO shall provide public education programs, subject to funding, through personnel assigned to the CITY, designed to reduce the risk of property damage, injury, or loss of life from fire.
2. BSO shall provide a functional computerized fire rescue and emergency medical Records/Information Management System for the purpose of tracking incident information for CITY required reports and providing billing information for emergency medical calls for BSO's contracted billing agency.
3. BSO shall provide joint fire and emergency medical training with surrounding municipal departments in an effort to develop close working relationships with mutual/automatic aid providers. Such training should be designed as to reduce the risk of property damage, injury, or loss of life from fire or other emergency medical incidents.
4. BSO shall create and or maintain close working relationships with hospital districts.
5. BSO shall provide representation, either by the District Fire Chief or his/her designee, at regularly scheduled Home Owners Association meetings when requested by the CITY.
6. BSO shall maintain throughout the term of this Agreement a Medical Director as required by Chapter 401, Florida Statutes, who shall act as the Medical Director for all BSO fire rescue service areas.

INDIRECT SERVICES

The CITY indirectly receives the benefit of the following services associated with fire rescue by virtue of this Agreement with BSO:

- a) Administration
- b) Budget;
- c) Central Supply;
- d) Compensation and Assessment;
- e) Employee Assistance Program;
- f) Employee Benefits;
- g) Information Technology Division;
- h) Equal Employment Opportunity Division;
- i) Community Services (Media Relations and Public Relations);
- j) Finance;
- k) Fleet Control;
- l) Grants Management;
- m) Human Resources;
- n) Office of the General Counsel;

- o) Labor Relations;
- p) Purchasing;
- q) Records;
- r) Recruitment;
- s) Regional Logistics Services;
- t) Regional Marine Unit
- u) Selection and Assessment;
- v) Staffing Office; and
- w) Any other services that meet the definition of Indirect Service as mutually agreed upon by BSO and the CITY.

The cost of indirect services are allocated to this Agreement and included in the consideration set forth in Exhibit “A”.

SPECIAL DETAIL SERVICES FOR CITY EVENTS

1. BSO’s emergency medical and fire protection personnel shall be used to provide services at special events held within CITY.
2. BSO will provide special detail services for CITY sponsored events; however the District Fire Chief, in his/her discretion, will determine whether the services can be provided through the on-duty staff assigned to the District or through a special detail. If in the District Fire Chief’s discretion, BSO is able to provide the required level of services with on-duty personnel within the District at the time of the event, the City will incur no additional costs associated with such services; however the CITY understands and acknowledges that the on-duty personnel may be called to an incident during the CITY sponsored event. For those City-Sponsored events in which the District Fire Chief determines that BSO is unable to provide the required level of services with on-duty personnel within the District at the time of the event, BSO will provide the required level of services through a special detail and the CITY will be charged at BSO’s special detail rates at the time of the event. BSO will provide the required level of services at no cost to the city for up to three (3) City-sponsored events per fiscal year. Any CITY sponsored events in excess of the three (3) aforementioned events will be charged to CITY at BSO’s cost.
3. Any and all special details requested by the CITY in excess of the above referenced three (3) City-sponsored events shall be paid based upon the terms and conditions of the CITY’s permit.
4. Special details for which fire rescue personnel must be dedicated or assigned to an event shall be worked out between BSO and the non-City sponsoring agency, and all costs for such detail shall be borne by the sponsoring agency and not the CITY.
5. Special Detail Costs – CITY shall reimburse BSO only for the cost of additional labor if the equipment and fuel used are those covered by this Agreement.
6. All special details that require fire/EMS in the CITY shall be provided by BSO.

COUNTYWIDE SERVICES

In addition to the foregoing emergency medical, fire protection and fire prevention services, BSO shall provide the following specialized services, consistent with service levels BSO concurrently renders to other agencies and municipalities that request such services, at no additional cost to the CITY (for any such ancillary service, that incurs cost, BSO has the right to bill any and all 3rd party groups such as insurance companies for cost recovery and BSO shall retain all funds recovered.

- a. BSO shall provide, as needed, hazardous material response services equipped and trained to provide specialized response in case of an accidental spill or leak of hazardous materials or product.
- b. BSO shall provide air rescue services.
- c. BSO shall provide technical rescue services with specially equipped and trained personnel for above grade/high angle and below grade rescues.
- d. Any other services, excluding those indirect services listed, BSO normally provides to other fire rescue agencies throughout Broward County, whether they have a contract with BSO or not.

The CITY recognizes that the Board of County Commissioners, Broward County, Florida is the authority which establishes, allocates or otherwise provides for BSO's budget year funding. If in any budget year, funding, for any reason, is not provided sufficient to cover the BSO's ability to provide the countywide services, as determined by BSO, BSO reserves the right to notify the CITY accordingly in writing. In such an event, the countywide service shall be discontinued, unless the CITY and BSO agree otherwise by a formal written amendment to this Agreement executed with the same formalities as set forth herein.

BSO shall provide notice to the CITY of any substantive change to the Countywide Services due to Broward County not fully funding the services or equipment as provided for under this Section.

AUTOMATIC AID

BSO or the CITY shall not enter into any automatic aid agreements utilizing the personnel and/or equipment enumerated in this Agreement during the term of this Agreement without the mutual consent of both parties. BSO is, however, encouraged to participate in mutual aid agreements.

ADDITIONAL SERVICES:

Upon the request of the CITY Manager and subject to BSO's availability of resources, BSO agrees to provide such additional resources at a cost mutually agreed upon by the parties.

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ATTACHMENT 1
VEHICLES



CITY OF DEERFIELD BEACH

FIRE RESCUE DEPARTMENT

TRANSITION FEASIBILITY STUDY

BSO Contract vs. Independent Municipal Fire Rescue Operations

Comprehensive Analysis Including:

Staffing Requirements • Financial Projections
Implementation Planning • Risk Analysis

December 2025

Prepared for:

City Manager Rodney Brimlow
& Office of Public Safety Director Sean Gladioux
City of Deerfield Beach, Florida

The Center for Public Safety, Inc.

EXECUTIVE SUMMARY

PURPOSE AND SCOPE

This comprehensive feasibility study evaluates the potential transition of the City of Deerfield Beach's fire rescue and emergency medical services from the current Broward Sheriff's Office (BSO) contract model to an independent municipal fire rescue department. The purpose of the study is to provide City leadership with a clear information and a decision-ready assessment of long-term service delivery options, fiscal sustainability, operational performance, and capital implications associated with each approach.

This analysis encompasses staffing requirements, deployment models, capital investment needs, operating costs, escalation trends, and implementation planning. Particular emphasis is placed on comparing the City's current BSO contract—which has demonstrated sustained escalation of costs reaching 11.1% based on the most recent May 2025 compensation study—to an independent municipal model designed to maintain NFPA 1710 compliance while providing the City with direct operational and policy control.

It is important to distinguish between ongoing operating costs and total short-term cash flow when evaluating the results of this study. On an operating basis, an independent fire rescue department is projected to reduce annual personnel costs by approximately \$4.85 million in the first full year of operations compared to the current BSO contract. However, the transition to independent operations requires significant one-time startup costs, including technology systems and other equipment acquisition. As a result, total expenditures in Year 1 will be close to that of the BSO contract solely due to these non-recurring capital and startup costs, with significant cost savings beginning in Year 2.

Once initial start-up costs are completed, the independent department begins generating net annual savings beginning in Year 2, with savings accelerating each subsequent year due to the compounding difference between BSO contract escalation and municipal cost growth. Over a twenty-year horizon, the analysis demonstrates that long-term fiscal exposure under the BSO contract materially exceeds that of independent operations, making escalation risk—not service capability—the primary driver of the City's long-term financial liability.

This study is intended to support discussions by the City Commission and city staff by presenting a transparent, apples-to-apples evaluation of both service models, clarifying near-term budget impacts while emphasizing long-term financial sustainability, service reliability, and local governance considerations.

KEY FINDINGS

The analysis reveals significant fiscal advantages to establishing an independent fire rescue department while maintaining or enhancing current service levels. The following represents the primary findings of this study:

1. **BSO Contract Cost:** The current BSO Fire Rescue contract totals \$39,531,914 for FY2026, consisting of \$36,480,265 in personnel costs (92.3%), \$2,162,820 in operating expenditures, \$179,317 in capital outlay, and \$709,512 in transfers and reserves. The BSO's FY2026 consideration letter reflected a request for an overall 11.1% increase, largely contributed to by their compensation study. It should be noted that the increase for FY2027 is expected to include contractual escalations as well as the remainder of the proposed salary increases (estimated at 7.75%). Future increases in personnel services, capital, and operating costs would be capped at 5% annually, except for the following costs: workers' compensation premiums, other post-employment benefits (OPEB), health insurance premiums, and retirement and pension contributions. These expense categories would have no cap, but would be based on "projected costs." Also, it is important to note that transfers to the BSO general fund reserves are not addressed in the latest available proposed contract. These expenses, billed as "Transfers and Reserves" (currently, \$709,512), were previously included in the overall 5% cap calculations, but are not mentioned as either having or not having a cap in the latest contract. Lastly, BSO adds an "Overhead Allocation" for each employee in fire rescue, totaling an additional \$1,609,602 in personnel costs.

2. **Independent Department Cost:** An independent fire rescue department would cost approximately \$33,737,768 annually, with 145 positions. This represents a potential first-year savings (before start-up costs and shared support staffing enhancement costs) of \$5,794,146.

3. **Support Staff and Costs:** To accommodate the fire rescue function, additional support from other departments is necessary, and capacity must be increased in IT, HR, Finance, Legal, Fleet, Records, and Administration. Professional staff and costs that provide these additional functionalities and operational efficiencies are conservatively estimated to cost \$1,534,191 (\$654,653 staff and \$879,538 estimated costs). These expenses are more than offset by the \$2,319,114 from the BSO consideration designated as "Overhead" (\$1,609,602) and "Transfer to BSO General Fund" (\$709,512), with the remaining \$784,923 as a cost reduction. These staff and costs are proportionately shared with the law enforcement solution analyzed, given that it would provide the most cost-effective solution and provide efficiencies in both departments, providing the greatest benefit to the City, while ensuring the highest level of professional services to the staff and community.

4. **20-Year Savings:** Cumulative savings over a 20-year period are projected at between \$382,360,682 and \$604,007,220, so long as BSO escalation rates adhere to the most recent contract caps and subsequent increases based on historical increases. This is primarily driven by the difference in escalation between BSO and independent municipal operations and cost savings realized through local oversight.

5. **Implementation Timeline:** A successful transition requires 16-20 months from decision to full operations, driven primarily by vehicle procurement lead times, technology system implementation, and personnel recruitment.

COST COMPARISON SUMMARY

The following table summarizes the key financial metrics comparing the BSO contract with the independent department model:

METRIC	BSO CONTRACT	INDEPENDENT
FY2026 TOTAL ANNUAL PERSONNEL COST	\$36,480,265	\$31,629,845
TOTAL FIELD PERSONNEL	135	136
FIELD PERSONNEL PER 1,000 POPULATION	1.53	1.55
TOTAL PERSONNEL	144	145
20-YEAR CUMULATIVE PERSONNEL SAVINGS	–	\$500,012,227

Note: The personnel costs are estimated to increase by 7.75% for FY2026, based on current information related to current employees assigned to Deerfield Beach. The BSO contract also provides language to include potential additional, future salary studies that may result in exceeding the 5% cap. Conservative estimates based on historical increases and contractual caps are approximately 7.2%. The independent model assumes annual COLA and a Public Safety step plan for each position classification. The \$31,629,845 independent personnel cost represents a conservative projection baseline; the detailed staffing model includes one-time, start-up costs and support costs (e.g., legal fees, risk management, and financial claims offset by Transfers and Reserves currently in the BSO contract). Capital costs are budgeted separately.

RECOMMENDATION

Based on a comprehensive analysis of operational requirements, financial projections, and community needs, the City will have the information necessary should the City proceed with establishing an independent Deerfield Beach Fire Rescue Department. This approach provides substantial long-term cost savings while maintaining NFPA 1710 compliance and service quality standards expected by residents and visitors, and further maintaining local control over public safety operations.

The recommendation is supported by the following factors: (1) projected 20-year personnel savings ranging from \$382 million to \$604 million compared to BSO depending on escalation scenarios; (2) annual operating cost reduction of \$5.8 million in Year 1 while also increasing staffing by 1; (3) enhanced local control and accountability; (4) HR, IT, Finance, and other administrative support staff improving operational efficiency and effectiveness locally; and (5) alignment with community preferences expressed through survey responses indicating support for professional, cost-effective service delivery.

INTRODUCTION

BACKGROUND AND CONTEXT

Deerfield Beach is a vibrant coastal community situated along the Atlantic Ocean in upper northeastern part of Broward County. The city encompasses approximately 16 square miles and serves a permanent resident population of approximately 88,000. As a premier beachfront destination, Deerfield Beach attracts over 4 million annual visitors who come to enjoy the city's award-winning beach, international fishing pier, and diverse recreational amenities. The City also has a large retirement population that spends part of the year in Deerfield Beach. Deerfield Beach also hosts several major community events and sponsors various youth activities and sports events throughout the year. These factors create significant seasonal and temporary fluctuations in service demand. The City is divided by several major east-west and north-south state roads and highways, in addition to being divided north-south by the Intracoastal Waterway and two rails. The City also has a major hospital with trauma center and several medical facilities scattered throughout the City.

The city's diverse composition includes single-family residential neighborhoods, multifamily developments, commercial areas and retail districts, entertainment venues, and areas of historical significance, with many multi-generational families living in the City, many in older homes built more than 50 years ago. This variety of environments requires fire rescue personnel trained and equipped to respond to the full spectrum of medical and fire rescue calls.

The City of Deerfield Beach, Florida, has contracted with the Broward Sheriff's Office (BSO) for fire rescue services since 2011, but has not recently evaluated the potential benefits and cost comparisons of this contract-services model. The current inter-local agreement runs through March 31, 2026, with renewal options; however, the City and BSO entered into a 24-month "Transition Period" on 10/01/25. Under this arrangement, BSO provides comprehensive fire rescue, emergency medical services, fire prevention and inspection services, and related support functions, and will continue to do so until such time as the City is prepared to initiate a municipal department. This transition period provides sufficient time for the City to acquire the needed operational staffing, equipment, supplies, support staff, and policies and procedures to effectively launch a stand-alone department.

STUDY PURPOSE AND OBJECTIVES

This study was commissioned to evaluate the feasibility and financial implications of transitioning from contracted BSO services to an independent municipal fire rescue department. The analysis was prompted by escalating contract costs that have raised concerns about long-term fiscal sustainability, with the BSO's consideration letter reflecting an 11.1% increase request based on their compensation study for FY2026 - more than double the 5% contractual cap. The BSO indicated that personnel costs would be expected to increase by an additional 7.75% in FY2027.

The following represents the primary findings of this study:

- Document the current BSO service delivery model, staffing levels, deployment patterns, and associated costs to establish an accurate baseline for comparison
- Project staffing requirements for an independent department meeting NFPA 1710 standards and community expectations
- Develop comprehensive financial projections comparing both operational approaches over 5-year and 20-year horizons
- Identify implementation requirements, timeline, and transition planning considerations

METHODOLOGY

This analysis employed multiple research methodologies to ensure comprehensive and defensible findings. Staffing projections utilized NFPA 1710 standards for career fire department deployment as the primary benchmark, supplemented by a detailed analysis of comparable Florida municipalities. The benchmarking communities were selected based on population size, service area characteristics, location, municipal and visitor activities, and other relevant factors similar to those of Deerfield Beach.

Financial modeling incorporated actual BSO contract data from official consideration letters, municipal salary surveys from benchmark communities, benefits cost analysis based on Florida public employer rates, and industry-standard escalation assumptions. NFPA standards were used to also evaluate fire rescue operations.

Geographic analysis examined response time coverage using NFPA 1710 standards requiring the first arriving engine company within 4 minutes travel time and a full first alarm assignment within 8 minutes. Particular attention was given to the Intracoastal Waterway barrier affecting east-west access and seasonal traffic patterns impacting response reliability during peak tourism periods.

BENCHMARKING COMMUNITIES

The following Florida municipalities were selected as primary benchmarks for this analysis based on their operational similarities to Deerfield Beach:

MUNICIPALITY	POPULATION	STATIONS	PERSONNEL	SERVICE MODEL
CORAL SPRINGS	134,000	8	197	INDEPENDENT MUNICIPAL
BOYNTON BEACH	80,000	5	187	INDEPENDENT MUNICIPAL
TAMARAC	71,000	4	130	INDEPENDENT MUNICIPAL
JUPITER	65,000	3	93	TRANSITIONING TO INDEPENDENT
DEERFIELD BEACH	88,000	6	144	BSO CONTRACT

CURRENT STATE ANALYSIS

BSO CONTRACT STRUCTURE AND PROVISIONS

The BSO Fire Rescue contract operates as a comprehensive service agreement where the City pays an annual consideration fee covering all aspects of fire rescue operations. BSO provides turnkey services including personnel (salaries, benefits, training), supervision and administration, and access to specialized resources such as hazardous materials response, technical rescue teams, and regional coordination.

Under this arrangement, the City has extremely limited control over staffing decisions (including hiring, discipline, and retention), operational policies and procedures, work schedules, or compensation structures, collective bargaining, benefits, and priorities. BSO determines deployment levels, responds to grievances through county procedures, and negotiates with unions representing fire rescue personnel. The City's primary input mechanism is through annual budget discussions and periodic contract renewals. The only position for which the City has input is in the selection of its Chief, which is based on the BSO providing 3 qualified candidates, from whom the City makes a selection.

FY2026 CONTRACT COST COMPONENTS

The FY2026 BSO Fire Rescue consideration totals \$39,531,914, representing a monthly payment of approximately \$3.29 million. The contract breakdown as provided in the May 1, 2025, BSO consideration letter is as follows:

CATEGORY	AMOUNT	% OF TOTAL
TOTAL PERSONNEL EXPENSE	\$36,480,265	92.3%
OPERATING EXPENDITURES	\$2,162,820	5.5%
CAPITAL OUTLAY	\$179,317	0.5%
TRANSFERS AND RESERVES	\$709,512	1.8%
TOTAL FY2026 CONTRACT	\$39,531,914	100%

Source: BSO FY2026 Consideration Letter, May 1, 2025

CONTRACT ESCALATION PROVISIONS

The proposed BSO contract contains escalation provisions that allow significant annual cost increases. Per the inter-local agreement, consideration for subsequent fiscal years is determined by adding budgeted costs for items other than health insurance, workers' compensation, retirement pension

contributions, and other post-employment benefits (OPEB). The latest proposed contract by the BSO indicates 5% caps on certain categories (e.g., Capital Outlays and Operating Expenditures). Still, it does not address the Transfers and Reserves, monies paid to the BSO for many of their indirect services (HR, Finance, etc.) and are not used specifically in the City. This category of expenses had been capped at 5% in prior contracts, but is not designated as such in the current version. (Note: for the purposes of calculations used in this analysis, a 5% cap was utilized for these costs.)

Historical analysis indicates actual contract escalation has averaged approximately 7-9% annually, driven by collective bargaining agreements, health insurance expenses, pension contribution rates, periodic compensation studies, and other benefits provided for by the BSO. At an 7.2% compound annual growth rate, the current \$39.5 million contract would escalate to approximately \$72 million by Year 10 and exceed \$148 million by Year 20. The total costs for fire rescue services under the BSO contract services model over the 20-year period are estimated to be approximately \$1.66 billion.

CURRENT STAFFING AND DEPLOYMENT

BSO deploys 144 personnel to Deerfield Beach fire rescue operations across six stations. This includes 9 administrative and fire prevention personnel working standard business hours, 4 battalion chiefs, and 131 other shift operations personnel operating on a 24/48 shift schedule (24 hours on duty followed by 48 hours off). This shift schedule requires three complete squads to maintain continuous coverage under a 24/48 shift schedule.

STATION	PER SHIFT	T-24/48	PRIMARY APPARATUS
STATION 102 (HQ/SOUTHWEST)	9	27	Engine, Platform, Rescue
STATION 4 (CENTRAL/DOWNTOWN)	6	18	Engine, Rescue, Battalion
STATION 51 (CRYSTAL LAKE AREA)	3	9	Rescue
STATION 66 (WEST/POWERLINE)	6	18	Engine, Rescue
STATION 75 (BEACH/EAST)	6	18	Engine, Rescue, Battalion
STATION 111 (NORTHWEST)	3	9	Rescue
TOTAL DEPLOYMENT	33	99	

**There are only 99 FTE's that are field units assigned to Deerfield Beach; there are 32 additional personnel assigned to and paid for by the City as floaters (explanation below).*

There are 11 vehicles dedicated to operations: 6 Rescue Units, 4 Engines, and 1 Platform. Each of these vehicles is staffed with 3 appropriately trained personnel. Thus, at any given moment, there are 33 positions filled for these vehicles. There are also 4 Battalion Chiefs assigned to the City. Since there are 3 squads, it requires 99 staff to fill these positions on a 24/48 schedule. Thus, these 99 staff members, along with the Chief, Administrative Assistant, 7 Fire Prevention and Inspection personnel, and 4 Battalion Chiefs, are specifically assigned to the City. The BSO accommodates Kelly Days and other time off using a 4.3 multiplier. This means that the City also has 32 additional personnel

assigned to the City as “floaters.” These personnel are paid for by the City, and generally backfill vacant positions within the City as they arise, but may also be sent to fill vacancies in other cities or at the county, and there may be personnel assigned to other BSO commands that are sent to work in Deerfield Beach. The City has no input or control over these staff. The 4.3 multiplier is supposed to minimize overtime; however, the total overtime costs (overtime, FICA, pensions) charged to the City by the BSO are \$2.2 million annually. This, along with recent legislation and best professional practices, is why it is recommended that the independent municipal solution would have 4 squads (instead of 3), with employees working a 24/72 schedule (1 day on, followed by 3 days off). This is the best schedule for the health of employees by providing ample downtime between shifts so that they are not overworked. This is particularly important in busy jurisdictions. This would also ensure that all of the fire rescue personnel working in Deerfield Beach are actually paid for by Deerfield Beach and not assigned elsewhere in the county, or with those unfamiliar with the City being assigned here on a temporary, backfill basis.

The current BSO deployment provides a staffing ratio of 1.53 personnel per 1,000 permanent residents, which is comparable to the benchmark average of 1.47-2.34 per 1,000 among similar Florida communities. Adding the additional field personnel position will only slightly raise that ratio to 1.55. The City should monitor this, along with calls for service, for future considerations of adding additional units, especially if the City population begins to rise, causing the staffing ratio to drop below 1.5.

STAFFING ANALYSIS

INDEPENDENT DEPARTMENT STAFFING METHODOLOGY

The independent fire rescue department staffing model was developed using NFPA 1710 standards as the primary benchmark, supplemented by workload analysis and comparison to staffing levels at benchmark Florida municipalities. NFPA 1710 establishes minimum staffing requirements for career fire departments, including engine companies, response time standards, and deployment criteria for various occupancy types.

DEPARTMENT CONFIGURATION MODEL

The six-station independent model maintains current geographic coverage with 145 total personnel, representing an increase of 1 position compared to the BSO's 144, but at substantially lower cost due to competitive compensation structures, along with the consolidation of overhead costs, BSO general fund transfers, and administrative costs. The substantially lower fully-loaded personnel costs result in significant savings. The 24/48 shift schedule with a 4.3 multiplier ensures adequate staffing coverage, but has significant drawbacks and is not in sync with prevailing professional recommendations and State of Florida guidance. The following is based on the 24/72 schedule, with 4 squads instead of 3.

POSITION CATEGORY	PER SHIFT	TOTAL FTES
FIRE CHIEF	–	1
DEPUTY FIRE CHIEF	–	1
BATTALION CHIEFS	–	4
CAPTAINS (STATION OFFICERS)	5	20
LIEUTENANTS	6	24
DRIVER ENGINEERS	5	20
FIREFIGHTER/PARAMEDICS	17	68
FIRE INSPECTORS/PREVENTION	–	7
TOTAL 6-STATION MODEL	33	145

This staffing configuration of 145 will ensure the City maintains NFPA 1710 compliance across the service area, as validated by geographic response time analysis. This optimization is supported by several factors. Deerfield Beach's current station density of 2.5 square miles per station significantly exceeds benchmark community averages of 3.0-3.3 square miles per station.

FINANCIAL ANALYSIS

COST PROJECTION METHODOLOGY

The financial analysis projects operating costs over 10-year and 20-year horizons using conservative assumptions validated against historical trends and industry benchmarks. BSO contract costs are projected at 7.2% annual escalation based on historical contract growth rates and contractual provisions allowing 5% base increases plus uncapped costs in several key areas. In addition to health care costs, other post-employment benefits (OPEB), workers' compensation costs, and pensions, the latest BSO contract does not address caps related to transfers to the BSO general fund. This is a significant cost (\$709,512) and is in addition to the personnel overhead costs of \$1,609,602.

WHY THE BSO COSTS MORE

Several structural factors contribute to BSO’s higher cost structure compared to independent municipal operations:

- Contract Escalation Provisions: The BSO contract allows up to 5% base cost increase plus several uncapped annual cost escalations, resulting in a conservate estimate of 7.2% annual increase.
- Compensation Studies: A recent compensation study was conducted by the BSO, and the latest contract indicates that they will be conducting another one, likely before the expiration of any contract.
- Administrative Overhead: Proportional share of BSO central administration, human resources, finance, information technology, and other support functions is allocated to contract cities (approximately \$2,319,114 for FY2026)
- BSO Benefits Package: BSO benefits are determined solely by BSO without input from the City through collective bargaining agreements
- Limited Local Control: The City cannot independently adjust staffing levels, work schedules, deployment patterns, training, or operational policies to improve efficiency without BSO agreement

TWENTY-YEAR COST PROJECTION

The following table presents projected personnel costs only for each specific year, demonstrating the significant savings achievable through independent operations:

YEAR	BSO CONTRACT	INDEPENDENT
1	\$36,480,265	\$31,629,845
5	\$46,754,655	\$38,446,274
10	\$66,681,854	\$49,068,271
15	\$95,714,595	\$62,624,930
20	\$138,391,888	\$79,927,043

IMPLEMENTATION PLANNING

TIMELINE OVERVIEW

Establishing an independent fire rescue department requires 16-20 months from City Commission decision to full independent operations. The timeline is driven primarily by personnel recruitment, technology implementation, equipment acquisition, and regulatory approvals.

During the transition and to ensure continuity of services, the City should consider the recruitment strategies targeting the current BSO incumbents as well as external candidates, to include promoting the 24/72 schedule, including quality of work-life balance, compensation and transition incentives, and retirement options.

CRITICAL SUCCESS FACTORS

Successful transition requires careful attention to several key factors:

- **Personnel Retention:** Offer competitive compensation and transition incentives to retain experienced BSO personnel familiar with Deerfield Beach operations, geography, and community needs
- **Service Continuity:** Maintain uninterrupted emergency response capability throughout the transition period with backup arrangements and mutual aid protocols
- **Community Communication:** Keep residents informed through regular updates, community forums, and transparent reporting on transition progress
- **BSO Coordination:** Maintain professional working relationship with BSO during transition for mutual aid, asset transfer, and backup coverage arrangements
- **Quality Control:** Establish performance metrics and monitoring systems from day one to ensure service quality meets or exceeds community expectations

RECOMMENDATIONS

PRIMARY RECOMMENDATION

Based on a comprehensive analysis of operational requirements, financial projections, professional standards, and community needs, this study suggests that the City of Deerfield Beach proceed with establishing an independent municipal fire rescue department.

This recommendation is supported by the following findings:

- Projected 20-year savings of \$500 million (\$382,360,682 - \$604,007,220) compared to continuing the BSO contract under current escalation trends
- Annual operating cost reduction of \$4.85 million in Year 1, growing each subsequent year due to escalation differential
- Maintained NFPA 1710 compliance, validated by geographic response time analysis
- Enhanced local control over service delivery, staffing decisions, operational policies, and budget priorities
- Alignment with community preferences expressed in survey results, indicating support for cost-effective service delivery without tax increases

CONCLUSION

This analysis demonstrates that an independent Deerfield Beach Fire Rescue Department would deliver equivalent or enhanced emergency services at significantly lower costs than the current BSO contract arrangement, providing the optimal balance of service delivery, operational efficiency, and fiscal responsibility while maintaining NFPA 1710 compliance.

The projected savings represent a transformational opportunity for the City to provide excellent and professional fire rescue services, establish long-term fiscal sustainability, and create a fire rescue department built around local values and community needs and local control and accountability. With careful planning and execution, the City can successfully transition to independent operations while maintaining the service quality residents expect and deserve, and to be well-positioned for future service and community needs.