



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 20, 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 16, 2025

ACKNOWLEDGEMENT OF CITY BOARD MINUTES

Planning & Zoning Board Meeting Minutes

Attachment: September 4, 2025

Code Compliance Meeting Minutes

Attachment: November 12, 2025

Education Advisory Board Meeting Minutes

Attachment: December 3, 2025

African American Heritage Board Meeting Minutes

Attachment: December 11, 2025

APPROVAL OF THE AGENDA

January 20, 2026

ZOOM INFORMATION

Join Zoom Meeting by clicking the below link:

<https://deerfield-beach.zoom.us/j/86850396673?pwd=o5chsEQI91fbWQsbzGCLwpjgrzfT1X.1>

Join Zoom Meeting via telephone by dialing:

Call-in Number: (305) 224-1968

Meeting ID: 868 5039 6673#

Participant ID: #

Passcode: 323951#

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

Attachment: Zoom Instructions

AWARDS & RECOGNITION

1. Certificate of Recognition presented to Aline Paterson, Ocean Rescue Lieutenant, for receiving the Florida Beach Patrol Chiefs Association Lifeguard of the Year Award.

Sponsor: Office of Public Safety

PRESENTATIONS

2. Presentation regarding the 2025 Vision Zero Report.

Sponsor: Department of Planning & Development Services

Attachment: 2025 Vision Zero Report

QUASI-JUDICIAL PUBLIC HEARINGS

3. P.H. 2026-015: APPLICATION 88-CF-14

Applicant: Resurrection Orthodox Cathedral, Inc. represented by Crain Atlantis, Inc.

Proposal: Seeking Major Site Plan approval to construct additions of 4,066 square feet to the existing Cathedral and a 1,044 square foot addition to the existing Parish Hall with associated site improvements on a 1.32-acre in the CF, Community Facilities zoning district.

Location: The property is generally described as FAIRLAWN 1ST ADD 43-31 B LOTS 1 THRU 4, 7 THRU 10 BLK 14 and located at **1416 SE 2nd Terrace**.

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Planning & Development Services

Attachment: Application 88-CF-14

PUBLIC HEARINGS – SECOND READING

4. P.H. 2026-016: 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

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

Sponsor: Commissioner Hudak

Attachment: Parking Restrictions

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

- 5. Resolution 2026/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a Facility Use Agreement with Garrish Family Foundation, Inc. d/b/a South Florida Prep School to provide an alternative education program at the Johnny L. Tigner Community Center and the Oveta McKeithen Recreational Complex Multipurpose Field from February 3, 2026 to May 28, 2026, with the option to renew for an additional four-month period; waiving the current facility use hourly rates and approving a flat license fee of \$3,000.00 for an approximately four-month period to support the program within the City; providing for execution, 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 Parks & Recreation

Attachment: South Florida Prep School

- 6. Resolution 2026/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the submission of a modification to the Hazard Mitigation Subgrant Agreement with the Florida Division of Emergency Management to extend the Agreement for the Lift Station No. 5 Project; authorizing execution of an Amendment to extend the Agreement through August 28, 2026; providing for implementation and an effective date.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Community Services

Attachment: Hazard Mitigation Subgrant Agreement

- 7. Resolution 2026/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an amendment to the Contract with Zabatt Engine Services, Inc. d/b/a Zabatt Power Systems to extend the completion date for the installation of the permanent generator for Lift Station No. 5 to June 26, 2026; authorizing execution of the Amended Agreement; providing for implementation and an effective date.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Environmental Services

Attachment: Zabatt Power Systems

DEPARTMENTAL BUSINESS

- 8. Resolution 2026/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving and authorizing execution of a marketing license agreement with Utility Service Partners Private Label, Inc. d/b/a Service Line Warranties of America for a service line warranty program for a three-year term with one year renewals thereafter; providing for implementation and 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: Service Line Warranties of America

- 9. Discussion 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, February 3, 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 16, 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 7:02 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 18, 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

Education Advisory Board Meeting Minutes - November 5, 2025

Community Appearance Board Meeting Minutes - November 13, 2025

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

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

APPROVAL OF CITY COMMISSION AGENDA

December 16, 2025

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

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

Nays: 0

AWARDS & RECOGNITION

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

Mayor Drosky presented Mr. Sanchez with a certificate for the installation of the mural.

Eric Power, Deputy City Manager, commended Mr. Sanchez for his efforts on the mural. Further, he reminded everyone that the Centennial Garden ribbon cutting will occur Friday, December 19th at 9:00 a.m. Once the ceremony is over, he encouraged everyone to walk over to the mural.

Mr. Sanchez thanked the City Commission and community for allowing him to create this art piece, as he feels a part of the City of Deerfield Beach.

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

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

PUBLIC HEARING

3. P.H. 2026-005: Resolution 2025/210 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Deerfield Beach Affordable Housing Advisory Committee Incentive Report for Fiscal Year 2024-2025; authorizing submission of the Incentive Report to the Florida Housing Coalition and the Florida Housing Finance Corporation; providing for implementation and an effective date.

The Resolution was read by title only.

Jonathan Salas, Director of Community Services, highlighted a brief PowerPoint presentation, which outlined the adopted incentives to include expedited permitting, process of ongoing review, public land inventory, density flexibility, flexible lot configurations, and support of development near transportation hubs.

Mayor Drosky opened the public hearing.

The following individuals spoke in support of Item 3:

- **Brian Bennett, 650 SW 14th Place, Deerfield Beach.**
- **Terry Scott, 180 SW 3rd Avenue, Deerfield Beach.**

Mayor Drosky closed the public hearing.

There was no discussion amongst the Commission.

MOTION was made by Vice Mayor Preston, seconded by Commissioner Hudak, to approve Item 3, adopted Resolution 2025/210. Roll Call:

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

Nays: 0

PUBLIC HEARING - CONTINUED

4. **P.H. 2026-011: Resolution 2025/211 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the 2024-2025 Consolidated Annual Performance and Evaluation Report ("CAPER") for the United States Department of Housing and Urban Development ("HUD") Programs; authorizing submission of the CAPER to HUD; providing for implementation and an effective date.**

The Resolution was read by title only.

Jonathan Salas, Director of Community Services, highlighted a brief PowerPoint presentation, which outlined the fiscal year 2024 - 2025 action plan priorities, to include increased access to affordable housing, provide infrastructure improvements, and increased access to public services. Further, the FY24 CDBG expenditures are \$1.2 million; HOME - \$103,713; and SHIP - \$664,109.

Mayor Drosky opened the public hearing.

Roger Freitag, 418 SE 2nd Street, Deerfield Beach, said funding is allocated for District 2, but what about the other districts.

Mayor Drosky closed the public hearing.

There was no discussion amongst the Commission.

MOTION was made by Commissioner Hudak, seconded by Vice Mayor Preston, to approve Item 4, adopted Resolution 2025/211. Roll Call:

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

PUBLIC COMMENT

Bernie Parness, 3074 Harwood F, Deerfield Beach, commented on previous comments that have been made regarding police and fire services.

Aliaksandr Hadun, 357 NE 47th Place, Deerfield Beach, expressed concerns with the roosters, as they are destroying the neighborhood, as well as his property for the past two years.

Roger Freitag, 418 SE 2nd Street, Deerfield Beach, wished everyone a happy holiday and new year. Further, he expressed dissatisfaction with having to submit a public records request with the Broward Sheriff's Office (BSO) in order to obtain information regarding the number of police and fire personnel assigned to Deerfield Beach.

Gloria Battle, 1240 SW 6th Way, Deerfield Beach, wished everyone a happy holiday. Further, she expressed concerns with driving schools using their streets to teach driving lessons.

Dean Kallan, 3250 SW 2nd Court, Deerfield Beach, said the way of living has changed, and codes must be addressed to ensure the City is keeping abreast of these changes. Thereafter, he recommended re-establishing a code enforcement board.

Gwyndolen Clarke-Reed, 1430 SW 6th Way, Deerfield Beach, expressed concerns with the potholes on NW 2nd Avenue between NW 1st Street and Hillsboro Boulevard.

CONSENT - BOARD APPOINTMENTS

5. **Resolution 2025/212 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, reappointing Jamekia Ricks as a commissioner of the Deerfield Beach Housing Authority; providing for an effective date.**

CONSENT - BOARD APPOINTMENTS - CONTINUED

6. Resolution 2025/213 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, removing Hans Bodewig from the Charter Review Board and appointing Tania Heck as a regular member and James Cahn as an alternate member to the Charter Review Board; providing for conflicts and an effective date.

Mayor Drosky opened the public hearing on Items 5 & 6.

Roger Freitag, 418 SE 2nd Street, Deerfield Beach, asked if the appointees for Item 6 reside in District 4.

Mayor Drosky replied yes. Thereafter, he closed the public hearing.

There was no discussion amongst the Commission.

MOTION was made by Vice Mayor Preston, seconded by Commissioner Hudak, to approve Items 5 & 6.
Roll Call:

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

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

7. Resolution 2025/214 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an Enterprise Master Services Agreement with Comcast Cable Communications Management, LLC and its operating affiliates ("Comcast") for a five-year term to provide metro Ethernet fiber services, and a sales order contract with Comcast for a three-year term in an estimated annual amount of \$144,400.00, for a total three-year aggregate estimated amount of \$432,000.00; authorizing execution of the Master Service Agreement and Sales Order Contract; waiving the requirements for competitive solicitations set forth in Section 38-116 of the Procurement Code; providing for implementation and an effective date. (*Funds from Account #100-100-160-1600-000-51600-503616 - General Fund/Network Communications Services*)
8. Resolution 2025/215 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the ranking and award of Request for Proposal No. 25-039 for emergency project management services to Tetra Tech, Inc.; authorizing execution of an agreement with Tetra Tech, Inc., the top ranked responsive and responsible proposer, for a three-year term with two additional one-year renewal terms; providing for implementation and an effective date. (*Funds from Account #100-200-210-2100-000-52100-503263 - Emergency Management Services*)
9. Resolution 2025/216 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the special event permit application submitted by Achieve University, Inc. to host the All in for Florida Vipers by Achieve Fundraiser event taking place at the Johnny L. Tigner Community Center on January 17, 2026, from 6:00 pm to 10:00 pm; providing for an effective date.
10. Resolution 2025/217 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the special event permit application submitted by the Kiwanis Club of Deerfield Beach-West, Inc. to host a "Prayer Breakfast" special event taking place at the Johnny L. Tigner Community Center on January 17, 2026, from 9:00 am to 11:00 am; providing for an effective date.
11. Resolution 2025/218 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, adopting the City's 2026 State Legislative Agenda; providing for transmittal, implementation, and an effective date.

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS - CONTINUED

12. Resolution 2025/219 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the ranking and award of Request for Qualifications #25-023 for general contractors for federal and state funded housing community development programs to the 11 responsive and responsible contractors to the RFQ; authorizing execution of contracts with all 11 contractors on an as needed basis for two-year terms; and providing for an effective date.
13. Resolution 2025/220 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving Master Contract #JM026-06-2028 with the Areawide Council on Aging of Broward County, Inc. for program services at the Braithwaite Center for Active Aging; authorizing execution of the Agreement; providing an effective date.
14. Resolution 2025/221 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the purchase of a modular building and related improvements and installation services for ocean rescue facilities from Advanced Modular Structures, Inc. in an amount not to exceed \$396,635.00, inclusive of a 15% contingency; waiving the requirements for competitive solicitations set forth in Section 38-116 of the Procurement Code; authorizing execution of a purchase agreement; providing for implementation and an effective date. *(Funds from Account #399-200-210-2900-000-52900-506530 - General Capital Fund/CIP Infrastructure)*
15. Resolution 2025/222 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the issuance of a purchase order to Madsen/Barr Corporation for installation of eight fire hydrants and related services in the amount of \$97,200.00, utilizing the terms of the City of Boca Raton's RFP No. 2022-020 and contract; providing for execution and an effective date. *(Funds from Account #401-300-360-3603-000-53600-506031 - Utilities Maintenance/Improvements Other than Buildings)*
16. Resolution 2025/223 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the award of ITB #25-040 for the supply of cartridge filters for the nano and reverse osmosis treatment processes on an as-needed basis to Harrington Industrial Plastics, LLC, as the primary contractor, and Core & Main, LP, as the secondary contractor in an annual aggregate estimated amount of \$65,000.00; authorizing execution of contracts with each of the two lowest priced responsive and responsible bidders for three-year terms with two additional one-year renewal options; and providing an effective date. *(Funds from Account #401-300-360-3602-000-53600-503525 - Materials to Maintain Equipment)*
17. Resolution 2025/224 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving and authorizing execution of an amendment to the Traffic Signal and Indemnity and Hold Harmless Agreement with JM Family Automotive, LLC, f/k/a JM Family Enterprises, Inc., to replace the traffic control signals at the crosswalk of Jim Moran Boulevard with a high-intensity activated crosswalk signal; providing for implementation and an effective date.

Commissioner Shanetzky commented on Items 11 & 14.

Mayor Drosky opened the public hearing on Items 7 - 17.

Dan Herz, 330 SE 19th Avenue, Deerfield Beach, commented on Item 14.

Mayor Drosky closed the public hearing.

MOTION was made by Commissioner Hudak, seconded by Vice Mayor Preston, to approve Items 7 - 17 in concert. Roll Call:

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

Nays: 0

DEPARTMENTAL BUSINESS

18. Update regarding public safety services.

Anthony Soroka, City Attorney, stated that a negotiation meeting was held on November 19, 2025. Since that time, he has engaged in multiple discussions and communications with the BSO's legal counsel and is currently working on the final proposed contract forms for police and fire services, which are anticipated to be completed within the next week.

Rodney Brimlow, City Manager, stated that all the historical documents related to the BSO contracts have been posted on the City's website, and once the new information is received it will also be added. Further, the City's consultant is compiling their analysis, which will be presented at the January 6, 2026 commission meeting, along with the BSO's best and final offer and the final contract forms.

Commissioner Shanetzky stated that since the transition, the City has yet to receive an invoice from BSO.

Commissioner Hudak briefly outlined the proposals that have been presented by the BSO. Further, he explained that after this commission approved the FY26 budget, which included funding to cover the public safety increases, the BSO rescinded their termination of the contracts. When he asked whether rescinding the termination meant the BSO would honor the terms of the April 1, 2021 agreement, he was notified by BSO staff that it would not. Commissioner Hudak stated that approving the budget in no way constitutes an agreement with or acceptance of the increased rates outlined in the BSO's consideration letters. This commission requested that the BSO submit their best and final offer prior to this commission meeting, whereby, on Friday, December 2, 2025, he received a hand delivered envelope by the BSO that included an Exhibit B to both law enforcement and fire rescue contracts, each with an end date of September 30, 2026, which he presumed constituted their final offer.

Continuing, Commissioner Hudak stated that upon reviewing the fire rescue contract provided by the BSO, he determined that costs from the prior contract were not used as the baseline. Instead, the agreement establishes an entirely new contractual relationship, effectively requiring the City to accept BSO's year one invoice as definitive and non-negotiable. Additionally, the contract provides that the City agree to waive the cost increase cap in year two and states that the year two salary expenses increase specifically calculated for this city is currently projected to be approximately 4.74%, which is concerning and must be clarified. Further, he expressed similar concerns with the proposed law enforcement contract, as it does not use costs from the previous contract as a baseline, but instead establishes a new contractual relationship. As stated in the proposed contract, the year one and two considerations include salary range adjustments in accordance with salary and compensation studies conducted by the BSO, which are projected to be approximately 10.88%.

In response to Commissioner Hudak's questions, Mr. Soroka replied that the City has not received an invoice, whereby, the contract states that the compensation shall be based on actual costs. Further, he said Exhibit B is a component of the proposed contract and outlines the terms; notwithstanding, he does not believe it to be the final offer, based on his conversations with their legal counsel. Mr. Soroka said the contracts are 4.5 years, as opposed to five, so the City can be aligned with the fiscal year. Lastly, it is his understanding that the BSO's position is to move forward with both contracts, not just one.

In response to Commissioner Hudak's questions, Mr. Brimlow replied that a decision would need to be made in January as to whether public safety services would remain with the BSO or brought in-house. Further, as of right now, the BSO's best and final offer is 11% for fire rescue and 10.3% for law enforcement services.

In response to Commissioner Shanetzky's comments, Mr. Brimlow stated that if the Commission desires to have staff negotiate a one or two-year extension, staff will look into it; however, if the Commission wishes to stay within the current provisions of the contract, then a decision must be made in January. Further, he explained that the City is unaware of the actual costs because an invoice has yet to be received; nevertheless, the costs being presented in January are based on the May consideration letters. Lastly, he, nor the City Attorney received the documents on December 2nd; nevertheless, they are not the final form, as discussions are ongoing.

DEPARTMENTAL BUSINESS - CONTINUED

Vice Mayor Preston stated that while he does not agree with how the City arrived at this point, all parties must ensure that the decision made is in the best interest of Deerfield Beach. Further, allowing the City to explore all available options when entering into a contract with the BSO would be less stressful for residents. He stated that currently, the City does not have the administrative or physical infrastructures to put something in place that will compare to what the BSO is providing; therefore, he spoke in support of signing a contract with the BSO.

Commissioner Plaut expressed concerns with not receiving an invoice, as it hinders this commission's decision. Further, he spoke in opposition to the BSO's position on entering into both contracts, in lieu of just one. Thereafter, he commented on the importance of public safety services and expressed frustration with the stall tactics by the BSO, as it is delaying the process.

Mayor Drosky agreed, whereby, on January 6, 2026, both the City and BSO will be providing presentations; therefore, both parties must provide their numbers in a timely manner, so everyone has an opportunity to review and digest them prior to the meeting, and then on January 20, 2026, a decision will be made.

COMMENTS BY ADMINISTRATION & LEGAL**CITY ATTORNEY**

Roosters - Anthony Soroka, City Attorney, said he is working with staff on the residents' concerns.

Happy Holidays - Mr. Soroka wished everyone happy holidays.

CITY MANAGER

Information Technology Director - Rodney Brimlow, City Manager, congratulated Dr. Christophe St. Luce on his promotion.

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

Toast - Commissioner Hudak toasted to a great year.

COMMISSIONER SHANETZKY**DISTRICT 3**

Century Village - Commissioner Shanetzky provided an update on the main gate, which is awaiting the certificate of occupancy. Further, he said the Farmer's Market, which will occur every first and third Friday morning at 9:00 a.m. near the main parking lot, was a huge success. Thereafter, he commented on various events that have occurred in the Village, as well as the recent approval of a sidewalk.

No Smoking Signage - Commissioner Shanetzky commented on the installation of the sign by the bus stop near the Publix on Hillsboro and Powerline.

Crystal Lake - Commissioner Shanetzky commented on the Winter Festival. Further, he thanked staff for the installation of the sidewalk from Green Road to NW 18th Avenue, as well as their assistance with repairing a fence to curb the coyote issue.

Meadows of Crystal Lake - Commissioner Shanetzky commented on their HOA meeting, which was attended by Mayor Todd Drosky and Broward County Mayor Mark Bogen.

Sandpiper Pointe - Commissioner Shanetzky commented on their HOA meeting.

Community Policing - Commissioner Shanetzky said staff is looking into revising the hours.

COMMENTS BY MAYOR & CITY COMMISSION - CONTINUED**COMMISSIONER PLAUT****DISTRICT 4**

Thank You - Commissioner Plaut thanked everyone for their support.

Happy Holidays - Commissioner Plaut wished everyone happy holidays.

VICE MAYOR PRESTON**DISTRICT 2**

Happy Holidays - Vice Mayor Preston wished everyone happy holidays. Thereafter, he commented on those who have lost their lives.

Hannukah Celebration - Vice Mayor Preston commended on an event he attended.

Pat Wisniewski - Vice Mayor Preston said Mr. Wisniewski, who passed, served the City as a firefighter. Thereafter, he extended condolences to his family.

Events - Vice Mayor Preston commented on the Joy Fest, which was a huge success. Thereafter, he thanked city staff for their efforts with the tree lighting.

Thank You - Vice Mayor Preston thanked city staff for their efforts this past year.

MAYOR DROSKY

Happy Holidays - Mayor Drosky wished everyone happy holidays.

Events - Mayor Drosky said the grand opening of the Centennial Garden will occur on Friday, December 19th at 9:00 a.m. at Oveta McKeithen Park and Pier Under the Stars, which is the informal reopening of the pier, will occur at 6:00 p.m. On Saturday, December 20th there will be pictures with Santa at 10:00 a.m. and 6:00 p.m. at Constitution Park, and then Operation Santa.

2025/2026 - Mayor Drosky provided a brief overview of the various events, as well as changes that occurred. Thereafter, he commented on upcoming projects.

Thank You - Mayor Drosky thanked city staff for their efforts this past year.

ADJOURNMENT

There was no additional business to discuss.

MOTION was made by Vice Mayor Preston, seconded by Commissioner Hudak, to adjourn the meeting at 8:54 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

**PLANNING AND ZONING BOARD
CITY OF DEERFIELD BEACH, FLORIDA
September 4, 2025
MEETING MINUTES**

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

ROLL CALL

Present: Michelle Balaun
Joe Chancy, Alternate
Angela Falzone, Alternate
William Lane
Judith Mergilles, Alternate
Keith Porter
Bridgette Beckford, Vice Chair
Brian Bennett, Chair

Also Present: Daniel Mantell, Planning and Zoning Manager
Melissa Torres, Assistant Planner
Anthony Soroka, City Attorney
Samantha Charlemont, Assistant City Clerk

Absent: Kanthiah Easwara Chandran, Alternate
Brian Shartrand, Alternate

SEATING OF ALTERNATES

None.

APPROVAL OF MINUTES

Vice Chair Beckford made a motion, seconded by Ms. Balaun to approve the August 7, 2025 minutes as submitted. The motion CARRIED by unanimous vote.

NEW BUSINESS

P.H. 2025-119: APPLICATION: 06-OPc-1 Rev. 3

Applicant: **North Broward Hospital represented by Lochrie & Chakas**

Proposal: Seeking Major Site Plan approval to develop a new six-story 114,000 square foot medical office building with associated site improvements on a 35-acre site in the OPc, Office Park zoning district.

Location: The property is generally described as NORTH BROWARD MEDICAL CENTER 178158 B TRACT A and located at 199-201 E Sample Road.

SUMMARY BACKGROUND/EXPLANATION

The Applicant is seeking approval for a Major Site Plan on a 35-acre site to construct a new six-story 114,000 square foot standalone medical office building. The proposal consists of the construction of the new medical office building as an addition to the existing Broward Health North Hospital Campus. The existing green space and parking area will be demolished to allow for the construction of the new building. Additionally, the applicant proposes site improvements including new parking, new landscaping and a porte-cochere.

The new medical office building is proposed to be 104 feet high, and the maximum height allowed in the OPc district is 120 feet. The architecture meets the minimum building design standards and is compatible with the existing hospital campus. Additionally, the proposal meets the general requirements of Article XVII of the County Code.

The subject property is within Broward County's Office Park Zoning designation, thus, abides by their underlying regulations. As such, the maximum plot coverage as regulated in section 39-298 is 20% of the total lot area. The existing hospital campus total building coverage is roughly 298,255 square feet with the proposed medical office building coverage of 20,279 for a total building coverage of 318,534 square feet. This equates to a total plot coverage of 20.75%, thus, the applicant is seeking a plot coverage variance from the 20% maximum allowed.

In addition to the requested plot coverage variance, the applicant is seeking approval of three sign variances due to the limitations of the code in relation to the size of the proposed conforming structure:

- a) Variance from Code Section 102-2(b)(4) of the Land Development Code, which requires all annexed properties from Broward County to abide by the sign code regulations of the City of Deerfield Beach.
- b) Variance from Code Section 102-8(a)(3) of the Land Development Code, which restricts the total sign area to 100 square feet for buildings with frontage lengths greater than 100 feet. The proposed east wall sign is 324 square feet and the west wall sign is 393 square feet. However, the signs do comply with the Broward County Code for maximum square footage and length.
- c) Variance from Code Section 102-8(a)(6) of the Land Development Code, which requires wall signs to be centered both vertically and horizontally on the sign background unless an architectural feature of the building prohibits the centering of the sign.

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

On July 23, 2025, the item was heard and approved by the Community Appearance Board.

Daniel Mantell, Planning and Zoning Manager, advised that 175 public notices were mailed, one was returned undeliverable, and no letters of approval or objection were submitted. Thereafter, he provided a brief overview of the item.

Robert Lochrie, representing the applicant, highlighted a brief presentation. He stated that the applicant is seeking to construct a six-story contemporary medical office building with laminated glass, perforated steel, and stucco finishes. Additionally, various site improvements are included and three sign variances are being requested for commission consideration and approval.

In response to Ms. Balaun's question, Mr. Lochrie replied that there were two residents from the surrounding neighborhood that attended the community meeting.

In response to Ms. Falzone's question, Mr. Lochrie replied that the hospital facility is Broward Health North, and the proposed medical office building will be named Broward Health.

In response to Mr. Chancy's questions, Mr. Lochrie replied that the proposed site will be a Medical Office Building (MOB), which will be expanded in the future to include specialty practices in cardiology, orthopedics, and neurosciences. The current MOB will remain; however, it will eventually be demolished in the future. Further, he explained the traffic flow improvements at the south entrance and stated that the height of the facility was selected based off business needs.

Chair Bennett reminded the Board that variances are approved by the Commission.

In response to Chair Bennett's question, Mr. Mantell replied that the traffic study met the requirement for the acceptable concurrency standards.

Chair Bennett opened the public hearing.

Kathiana Michel, 266 NE 39th Court, Deerfield Beach, asked if residents are being displaced.

Mr. Mantell said that the public notice is sent to property and business owners within 500 feet of the property.

Arelys Brown, 4000 NE 4th Avenue, Deerfield Beach, asked why letters were sent out.

Anthony Soroka, City Attorney, stated that per the City's Land Development Code, notices are required to be sent to anyone within 500 feet of the property. Further, there will be no residential impact.

In response to Ms. Balaun's question, Mr. Soroka replied that the Board will only be voting on the site plan application this evening.

Vice Chair Beckford made a motion, seconded by Ms. Balaun to approve Application 06-OPc-1 Rev. 3 as submitted. The motion CARRIED by unanimous vote.

STAFF REPORT

Next meeting - Daniel Mantell, Planning and Zoning Manager, said there are currently no applications; therefore, the October 2, 2025 meeting may be cancelled.

CHAIRMAN'S REPORT

None.

MEMBERS' REPORTS

Board Member Availability - Ms. Balaun said she will be unable to attend the next meeting.

ADJOURNMENT

Vice Chair Beckford made a motion, seconded by Ms. Balaun to adjourn the meeting at 7:31 p.m. The motion CARRIED by unanimous vote.

Brian Bennett, Chair
Planning and Zoning Board

CODE COMPLIANCE OF DEERFIELD BEACH

MINUTES OF A CODE COMPLIANCE HEARING

November 12,2025

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

PRESENT: Patesha Johnson, Code Compliance Supervisor
Thomas Braga, Code Compliance Inspector
Katherine Delve, Code Compliance Inspector
Jamarr Campbell, Code Compliance Inspector
Jean Placide, Code Compliance Inspector
Hector Barrett, Code Compliance Inspector
Jehu, Baptiste, Code Compliance Inspector
Jay Baptiste, Code Compliance Inspector
Steven Haynes, Code compliance Inspector

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

<u>Tab#</u>	<u>Case Nr.</u>	<u>Owner Address</u>	<u>Property Address</u>	<u>Violation</u>	<u>Disposition</u>
1	25070062	ROSA, KAITLYNN & NICOLE ROSA, FRANCIS/permits	1001 SE 4 CT, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98- 113(a) Building permits	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
2	25100011	1026 SE 10TH STREET LLC % BRIAN R REDDEN ESQ/permits	1026 SE 10 ST, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98- 113(a) Building permits	RESPONDENT NOT PRESENT EXTENDED TO 12-9-2025
3	25100025	STUCKI, ANDRE STUCKI-KUNZ, CLAUDIA/permits and waste	165 SE 18 AVE, DEERFIELD BEACH, FL 33441	Chapter 58 - SOLID WASTE ARTICLE II. - COLLECTION AND DISPOSAL: DIVISION 1. – GENERALLY, Sec. 58-31. - Responsibility for removal of construction wastes. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98- 113(a) Building permits	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 12-5-2025 \$150 PER DAY PER VIOLATION \$80 PROSECUTION COST MAGISTRATE MADE A FINDING OF FACT RULING
6	25100005	1659 SE 8 LLC	1659 SE 8 AVE, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98- 113(a) Building permits	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 12-5-2025 \$150 PER DAY \$80 PROSECUTION COST

8	25070050	PACIFICA LOAN POOL LLC %IRA SCOT SILVERSTEIN LLC	1281 NW 48 ST, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98- 113(a) Building permits	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 11-7-2025 FOR \$150 PER DAY
9	25070012	LIZA, JUAN JOSE & LAURA	5137 E LAKES DR, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98- 113(a) Building permits	RESPONDENT NOT PRESENT EXTENDED TO 12-5-2025
10	25080026	NIKOLA CAPITAL LLC	251 NW 43 CT, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(C)(3) - Landscape Requirements. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(K)(14)(b) - Landscape Requirements. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98- 113(a) Building permits	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 11-7-2025 FOR \$125 PER DAY PER VIOLATION
11	25080096	ATIMAU MMM LLC	1228 S MILITARY TRL, UNIT 2115, DEERFIELD BEACH, FL 33442 2115	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS	RESPONDENT NOT PRESENT FINAL ORDER ISSUED

				ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	COMPLY BY 12-5-2025 \$150 PER DAY \$80 PROSECUTION COST
12	25070146	JOFFRE, ALFREDO	910 NW 48 PL, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 12-5-2025 \$125 PER DAY \$80 PROSECUTION COST
13	25070148	BULL & FISH REALTY INC	1805 S POWERLINE RD, UNIT 107, DEERFIELD BEACH, FL 33442 107	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 12-5-2025 \$150 PER DAY \$80 PROSECUTION COST
14	25070158	JACQUES, RIGUINS & MYRLENE	1211 NW 48 PL, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 12-5-2025 \$150 PER DAY \$80 PROSECUTION COST
15	25070159	HERNANDEZ, OBDULIO H/E SIMPKINS, EDITH	150 NW 52 CT, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT CONTINUED TO 12-9-2025
16	25070123	DEERFIELD INDUSTRIAL LLC	720 S DEERFIELD AVE, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits FIRE PREVENTION CODE NFPA 1:10.2.1 Fire Code	RESPONDENT WAS PRESENT- LUCAS CONTINUED TO 12-9-2025

17	25070023	2021 WALTER M SVEC REV LIV TR	17 LYNDHURST A, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98- 113(a) Building permits	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 12-5-2025 \$150 PER DAY \$80 PROSECUTION COST
19	25070025	MOORER, MARGARET F MOORER, EPHRAIM ETAL	417 NE 1 AVE, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98- 113(a) Building permits	RESPONDENT NOT PRESENT EXTENDED TO 12-5-2025
20	25100029	HILLSBORO RIVER APARTMENTS LLC	73 NE 7 CT, DEERFIELD BEACH, FL 33441	Chapter 58 - SOLID WASTE DIVISION 4. - COMMERCIAL REFUSE COLLECTION; Sec. 58-86 Responsibility of owners or agents for keeping areas free of garbage, recyclable materials, and trash, etc. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98- 113(a) Building permits	RESPONDENT WAS PRESENT- ATTORNEY ROD FIENER CONTINUED TO 12-9-2025
21	25080099	4701 NW 1ST PL REV LAND TR	4701 NW 1 PL, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS	RESPONDENT NOT PRESENT

				ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	CASE RESET FOR THE 12-9-2025 HEARING
24	25090054	SCHOPMANN, WILLIAM	240 NE 9 AVE, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(a) - Minimum standards for yard and landscape areas. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-9 (c) (1) - Minimum standards for exterior of structures.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 12-5-2025 \$150 PER DAY \$80 PROSECUTION COST
25	25100017	MLKM LLC	190 N FEDERAL HWY, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS 98-88 (j) PARKING LOT CRITERIA Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT WAS PRESENT- JOHN MARTIN CONTINUED TO 1-13-2025
26	25090034	MONCUR, ESTELLA LOUISE MONCUR FAM LAND TR	200 NW 4 AVE, DEERFIELD BEACH, FL 33441	Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE VII. - ABANDONED REAL PROPERTY Section 34-144 - Maintenance requirements.	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 11-7-2025 FOR \$150 PER DAY PER VIOLATION

				Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-7. (a)- Minimum standards for maintenance of premises.	
27	25060125	REAL SUB LLC %PUBLIX SUPERMARKETS INC	110 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 NOT PRESENT FINES IMPOSED AS OF 11-7-2025 FOR \$150 PER DAY
28	25060127	BARTH, MARIA CONTI LE MARIA CONTI BARTH REV TR	2 SE 10 CT, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT EXTENDED TO 12-5-2025
29	25070058	42 DIXIE LLC	4291 N DIXIE HWY, DEERFIELD BEACH, FL 33064	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IX. - CERTIFICATES OF USE Section 98-161(b) - Certificate of use permit requirements.	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 11-7-2025 FOR \$150 PER DAY PER VIOLATION
30	25070140	BATMASIAN, JAMES & MARTA % INVESTMENTS LIMITED	1323 SE 8 AVE, DEERFIELD BEACH, FL 33441	Chapter 46 - OFFENSES Section 46-28(a) - Storage of materials.	RESPONDENT WAS PRESENT- DONALD ANDERSON CERTIFIED WITH \$80 PROSECUTION COST
32	25100034	RED BARN REAL ESTATE LLC CORCOS MENASHE	204 S POWERLINE RD, DEERFIELD BEACH, FL 33442	FIRE PREVENTION CODE NFPA 1:10.2.1 Fire Code	RESPONDENT NOT PRESENT CONTINUED TO 12-9-2025

33	25070104	SHOON PROPERTIES LLC/fire code	261 S FEDERAL HWY, DEERFIELD BEACH, FL 33441	FIRE PREVENTION CODENFPA 1:10.2.1 Fire Code	RESPONDENT WAS PRESENT- DONALD ANDERSON CONTINUED TO 12-9-2025
34	25090052	BOCA RATON ELKS LODGE NO 2166 INC	175 SE 2 AVE, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - S PPLEMENTARY REGULATIONS 98- 81(E) (8) Tree Removal; A description for the reason for removal	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 12-5-2025 \$150 PER DAY \$80 PROSECUTION COST
35	25090003	MANCINI DEVELOPMENT LLC	1800 S POWERLINE RD, DEERFIELD BEACH, FL 33064 #C	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required.	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
36	25080100	NOEL, GULINCE H/E MAXINE, MYOTTE & ETAL	1100 SW 14 ST, UNIT A-B, DEERFIELD BEACH, FL 33441 A-B	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j)(1) Off-street parking and loading.	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
37	25080107	CLAY, VIRGIL	1331 SW 6 WAY, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(3) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Sec. 98-88. (b) - Off- street parking and loading.	RESPONDENT NOT PRESENT EXTENDED TO 12-5-2025

				Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j)(1) Off-street parking and loading.	
40	25100001	BILBY, MICHAEL SEAN	4412 NW 3 TER, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-81(d)(1) - Tree preservation.	RESPONDENT NOT PRESENT CONTINUED TO 12-9-2025
41	25100004	VENTORIM, MARCELLY	431 NW 46 ST, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-81(d)(1) - Tree preservation.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 12-5-2025 \$150 PER DAY \$80 PROSECUTIONS COST
42	25060094	HOF REO 1 INC	1451 SW 5 AVE, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-81(d)(1) - Tree preservation.	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 11-7-2025 FOR \$150 PER DAY
43	25080106	RED BARN REAL ESTATE LLC CORCOS, MENASHE	204 S POWERLINE RD, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-81(L)(1) (a-g) - Tree preservation.	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROECUTION COST
46	25090044	CRDP HOLDINGS LLC	590 GOOLSBY BLVD, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE	RESPONDENT NOT PRESENT CONTINUED TO 12-9-2025

				Section 98-16 - Maintenance of development.	
47	25100024	PARAIZY, JOHANNE	811 NE 52 CT, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS; Sec. 98-103 (8)(a) - Reasonable accommodation procedures. Unrelated in Single Family Dwelling	RESPONDENT NOT PRESENT CONTINUED TO 1-13-2026
48	24120066	LIGHTNING REAL ESTATE INVESTORS LLC	73 DEER CREEK RD, UNIT 103, DEERFIELD BEACH, FL 33442 103	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT NOT PRESENT CONTINUED TO 12-9-2025
49	24120083	LOPES, CLEUZEIR	73 DEER CREEK RD, UNIT 105, DEERFIELD BEACH, FL 33442 105	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT NOT PRESENT CONTINUED TO 12-9-2025

50	25010151	MITCHELL, CALMETA B	73 DEER CREEK RD, UNIT 101, DEERFIELD BEACH, FL 33442 101	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT NOT PRESENT CONTINUED TO 12-9-2025
51	25010152	SASSON, SARAH M	73 DEER CREEK RD, UNIT 102, DEERFIELD BEACH, FL 33442 102	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT NOT PRESENT CONTINUED TO 12-9-2025
52	25010153	DELGADO, ESTEFANIA KROLL, KEVIN	73 DEER CREEK RD, UNIT 104, DEERFIELD BEACH, FL 33442 104	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT NOT PRESENT CONTINUED TO 12-9-2025
53	25010238	ZION EVANGELICAL LUTHERAN CH OF POMPANO BEACH DEERFIELD BEACH	959 SE 6 AVE, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT WAS PRESENT- GAIL SCHMIDIT CONTINUED TO 12-9-2025
54	25010239	ZION EVANGELICAL LUTHERAN CH OF POMPANO BEACH DEERFIELD BEACH	959 SE 6 AVE, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT WAS PRESENT- GAIL SCHMIDIT CONTINUED TO 12-9-2025

55	25060089	UNITED PARCEL SERVICE INC (DH) % REAL ESTATE DEPT	1332 NW 3 ST, DEERFIELD BEACH, FL 33442	FIRE PREVENTION CODE NFPA 1:10.2.1 Fire Code	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 12-5-2025 \$150 PER DAY \$80 PROSECUTION COST
57	25100007	SAMPLE RETAIL CENTER INC % SPANISH RIVER CONSTRUCTION	2531 W SAMPLE RD, UNIT A, DEERFIELD BEACH, FL 33073 A	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 LILLY VASALB CONTINUED TO 12-9-2025
58	25100019	DB 2151 MEDICAL OFFICE LLC	2151 W HILLSBORO BLVD, DEERFIELD BEACH, FL 33442	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IX. - CERTIFICATES OF USE Section 98-161(b) - Certificate of use permit requirements.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 12-5-2025 \$150 PER DAY PER VIOLATION \$80 PROSECUTION COST
59	25070002	EASTON INVESTMENTS REDUX LLC	100 N FEDERAL HWY, DEERFIELD BEACH, FL 33441	Chapter 102 - SIGNS Section 102- 14. (c) - Maintenance, violations, enforcement and remedies. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT WAS PRESENT- DAVE HEALEX CONTINUED TO 12-9-2025

61	25100058	HF PROPERTY HOLDINGS INC	301 W HILLSBORO BLVD, DEERFIELD BEACH, FL 33441	Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE VII. - ABANDONED REAL PROPERTY Section 34-144 - Maintenance requirements.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 11-26-2025 \$500 PER DAY \$80 PROSECUTION COST
63	25100035	HILLSBORO COMMERCE PARK	232 SW 12 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 IX. - CERTIFICATES OF USE Section 98-161(b) - Certificate of use permit requirements.	RESPONDENT WAS PRESENT - MANAXIMENDO CALULSENTE FINAL ORDER ISSUED COMPLY 1-9-2026 \$100 PER DAY \$80 PROSECUTION COST PROPERTY MUST REMAIN VACANT
64	25040042	HERITAGE CIRCLE CONDOMINIUM ASSOCIATION, INC	4300 NW 9 AVE, DEERFIELD BEACH, FL 33064	40-50 Year FBC 110 B Sec 110.15 (B)(1) Building Safety Inspection 40 Year	RESPONDENT NOT PRESENT VACATE ORDER ISSUED
67	25090022	VISTA CLARA OWNER, LLC/property	454 NE 1 AVE, DEERFIELD BEACH, FL 33441	Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE VII. - ABANDONED REAL PROPERTY Section 34-144 - Maintenance requirements.	RESPONDENT NOT PRESENT ORDER WAS DISMISSED
68	25080009	JIMENEZ, MYRNABELLE	910 NE 49 ST, DEERFIELD BEACH, FL 33064	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required.	RESPONDENT NOT PRESENT VACATE ORDER ISSUED
69	25020067	NOVESHEN, ALISA	911 SW 12 CT, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 1-9-2025 \$125 PER DAY \$80 PROSECUTION COST

70	25100022	LISKU, ELIZABETH	2027 FARNHAM O, 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 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-6 (b) - Responsibilities of occupants. Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-6 (d) - Responsibilities of occupants. Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-6 (e) - Responsibilities of occupants.	RESPONDENT WAS PRESENT- ROSEN FISHER FINAL ORDER WAS ISSUED COMPLY BY 11-19-2025 \$750 AND \$500 PER DAY \$80 PROSECUTION COST
71	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 NOT PRESENT FINES IMPOSED AS OF 10-24-2025 FOR \$250 PER DAY
72	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 NOT PRESENT CONTINUED TO 12-9-2025
73	25070003	CRYSTAL LAKE COMMERCE CNTR LLC	1900 NW 44 ST, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT CONTINUED TO 12-9-2025

74	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 NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
75	25060053	HANSEN, AMANDA	4751 NE 2 TER, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT CONTINUED TO 12-9-2025
77	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 NOT PRESENT FINES IMPOSED AS OF 11-7-2025 FOR \$250 PER DAY
78	25070007	SUNRIDER BEACH RESORT LLC ATTN: AUDREY	100 NE 20 TER, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS 98-81(E) (8) Tree Removal; A description for the reason for removal.	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
79	25100064	VISTA CLARA OWNER LLC	454 NE 1 AVE, DEERFIELD BEACH, FL 33441	Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE VII. - ABANDONED REAL PROPERTY Section 34-144 - Maintenance requirements.	RESPONENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 11-26-2025 \$250 PER DAY HEALTH AND SAFETY VIOLATION
80	25100062	BATMASIAN, J AMES H	1117 SW 1 WAY, DEERFIELD BEACH, FL 33441	Chapter 102 - SIGNS Section 102- 7. (15)- Certain sign or sign structures prohibited.	RESPONDENT WAS PRESENT- FINAL ORDER ISSUED COMPLY BY 12-5-2025 \$125 PER DAY

				Chapter 102 - SIGNS Section 102-7. (9)- Certain sign or sign structures prohibited.	\$80 PROSECUTION COST
82	25070129	RCCH HOLDINGS-A LLC	1945 SW 15 ST, UNIT 68, DEERFIELD BEACH, FL 33442 68	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT COMPLY BY 12-5-2025 \$150 PER DAY \$80 PROSECUTION COST
A	23110011	MARKS, T ONY	612 SE 8 AVE, DEERFIELD BEACH, FL 33441	Chapter 46 – OFFENSES Section 46-14. - Same—Encroaching on property of others Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-8 (i) (1) - Minimum standards for interior of structures. Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-8 (i) (2) - Minimum standards for interior of structures. Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-8 (b) (11) - Minimum standards for interior of structures. Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-8 (i) (2) - Minimum standards for interior of structures. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION	RESPONDENT WAS PRESENT-BLUE MARKS FINES MITIGATED TO \$2,335 TO BE PAID BY 12-9-2025

				AND ENFORCEMENT Section 98-113(a) Building permits	
B	25010154	ALPHA PROPERTY II LLC	3700 NW 4 AVE, DEERFIELD BEACH, FL 33064	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-6 (d) - Responsibilities of occupants. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS 98-88 (j) PARKING LOT CRITERIA Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS; Sec 98-106 (d) (1) Vacation Rental Registration Requirement Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT- KEROLIMA SOUZA FINES MITIGATED FOR \$5,500 TO BE PAID BY JANUARY 13,2026
C	24090040	KOUKOULARIS, ROULA	1233 SE 8 ST, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONSARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14-105(8) - Exterior building and structure standards.	RESPONDENT WAS PRESENT CONTINUED TO 12-9-2025

				Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(7) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(8) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(d) - Minimum standards for yard and landscape areas. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(e) - Minimum standards for yard and landscape areas.	
D	23030021	817 SE 9ST LLC	817 SE 9 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(1) - Exterior building and structure standards.	RESPONDENT WAS PRESENT- NIKITA NOVAK FINES MITIGATED TO \$11,500 TO BE PAID BY MARCH 10,2026

				Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(3) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	
E	21040025	CLAVET, DIANE LE RANGER, PIERRE	58 OAKRIDGE E, DEERFIELD BEACH, FL 33442 58	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENTS WAS PRESENT- DIANE CLAVET FINES MITIGATED FOR \$2,500 TO BE PAID BY 12-9-2025
F	24110087	DEERFIELD PINES ASSOCIATION	1428 SE 2 AVE, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98.52 (c) RSO, residential/office	RESPONDENT WAS PRESENT- DAN KEYSER CERTIFIED FOR \$3,250 FOR ALL UNITS

G	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 NOT PRESENT VACATE ORDER ISSUED
H	25080111	WHELAN, DONALD E LE LURCOTTE, JODI LEE	3040 DEER CREEK LAKE SHORE DR, DEERFIELD BEACH, FL 33442	ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-81(d)(1) - Tree preservation	RESPONDENT NOT PRESENT VACATE ORDER ISSUED
I	25040076	IRREV FAM TR 400 DIVITO, RICK A TRSTEE ETAL	1310 S FEDERAL HWY, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS 98-88 (j) PARKING LOT CRITERIA	RESPONDENT NOT PRESENT EXTENDED TO 12-5-2025

SPECIAL MAGISTRATE MINUTES
CITY OF DEERFIELD BEACH, FLORIDA

Andrew Dunkel, Special Magistrate

Date

Education Advisory Board (EAB)
Meeting Minutes
Wednesday, December 3, 2025
5:30pm
Hillsboro Community Center

Call to Order and Roll Call

Chair Lubin called the meeting to order at 5:38 pm.

Members Present: Chair Michael Lubin, District 1
 Dottie Plaut, Mayor
 Janice Fulmore - Tigner, District 2

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

Approval of Minutes

MOTION was made by Ms. Plaut and seconded by Ms. Fulmore - Tigner to approve the November 5, 2025, meeting minutes. The MOTION was carried unanimously.

MOTION was made by Ms. Plaut and seconded by Ms. Fulmore – Tigner to move the Non-Profits Involvement with Local Schools up on the agenda to 3 A due to Non-Profits having other meetings and obligations. The MOTION was carried unanimously.

Introductions

Due to new board members not in attendance this item will be on the next meeting when the new board members should be in attendance.

Board Discussion

Non-Profits Involvement with Local Schools

Mr. Lubin advised last year Local Non-Profits donated to a fund to support local Deerfield Beach Schools. JM Family received all funds and match the funds and sent a check to each school. He asked the local Non-Profits if they would like to donate.

Joel Smith, a city resident and President of Deerfield Beach Community Cares advised that he would be only to donate \$250 this year. He also stated that he is on 3-local schools SAC Board and he is aware that each school has funds to use funds.

Mr. Salas stated that he is aware of schools having unused funds.

Gavin Curtis, a city resident, President of Deerfield Beach Rotary Club, he is happy to help but being aware of the schools having large amounts of unused monies that need to be spent this school year.

Kim Cardone, a city resident, President of Deerfield Beach Historical Society would like to know how much money the schools have and they can revisit next year after they use the fund this schools year.

Mr. Lubin stated that he is open to revisit the discussion at the beginning of next school year.

Mr. Fulmore – Tigner stated that she would like to see other options of Non-Profits assisting with the High School Scholarship.

Mr. Plaut stated that she would like for the schools to spend the funds they have now and discuss next school year.

MOTION was made by Ms. Fulmore-Tigner and seconded by Ms. Plaut to bring back the Non-Profits Involvement with Local Schools at a future date.

Presentation

Erica Accilon, Outreach Specialist at Early Learning Coalition

See presentation attached.

Mr. Lubin opened up the floor for public comment.

Denise Bogner, a city resident, asked if she can get the flyer in other languages.

Joel Smith, a city resident, stated that Early Learning Coalition is great to work with and they always attend events in Deerfield Beach.

Board Discussion

A. EAB Housekeeping

Mr. Salas stated he put this item on the agenda for the new members but he will put it on next month's agenda when they should be in attendance.

B. EAB Participation in Upcoming City Events

Mr. Salas asked if EAB would like to be in MLK Parade.

Mr. Lubin and Ms. Fulmore – Tigner stated they would like EAB to be represented in the parade.

Mr. Salas advised he will get a banner for EAB.

C. School Assignments

Mr. Salas stated he put this item on the agenda for the new members but he will put it on next month's agenda when they should be in attendance.

D. High School Academic Scholarship Updates

Mr. Salas advised the board that staff has sent out the High School Scholarship Application and posted on City website and social media outlets on December 1, 2025.

E. Trade School Scholarship Opportunity

Mr. Lubin stated that he would like to create a Trade School Scholarship Opportunity. He would like students to be able to get in Trade School to be able to get a plumber's license, boat mechanics or electricians. He is recommending a \$2000 for first place scholarship and \$1500 for second place scholarship.

Ms. Plaut asked if Rotary Club is donating money towards the City's High School Scholarship.

Mr. Lubin stated that Kiwanis and other Non-Profits have scholarships. He thinks this is a City funded scholarship and we shouldn't ask other Non-Profits to contribute and the City should keep the recognition.

Ms. Fulmore – Tigner stated she thinks that if other Non-Profits want to contribute, they we should allow them and increase the amount of the High School Scholarship.

Mr. Salas informed the board that the High School Scholarship Application states that the student can be interested and apply for Trade School.

Ms. Fulmore – Tigner stated that she doesn't see the need to have two additional Trade School scholarships.

Ms. Plaut stated that maybe the board should reach out to the City to have four High School Scholarships.

Mr. Lubin stated to the board that he would like a separate Trade School Scholarship Application to allow students who want to go to a trade school get a scholarship.

Ms. Fulmore – Tigner stated that she doesn't see the need to create two Trade School Scholarship.

Mr. Lubin opened up the floor for public comment.

Ms. Denise Bogner, a city resident, stated that she asked the Women's Club to support a Technical Scholarship and nobody applied. She urged the board to do research and discuss with area schools before implementing a Technical or Trade School Scholarship.

Joel Smith, a city resident, stated that the board should get with local schools before instituting such Technical Scholarship.

F. Juneteenth Poster Contest

Mr. Salas asked the board if they would like to do a Juneteenth Poster Contest. He spoke to Parks & Recreation Director and he approved of the poster contest and winners' art being featured on the shirts for the event.

Mr. Lubin asked if we can ask the City to give a monetary donation of \$100.

Mr. Lubin opened up the floor for public comment.

Kim Cardone, a city resident, advised the board that the Deerfield Beach Historical Society can give the winner a basket of art supplies.

G. Incentives for Teachers at Deerfield Beach Schools

Mr. Salas asked that this item be skipped for tonight's meeting and added to the board meeting next month.

Staff Updates

Mr. Salas stated that the Principals Quarterly Roundtable Meeting will be at Tigner Community Center on Monday, December 15, 2025 at 9:00am

Board Updates

Deerfield Park Elementary – VACANT

Park Ridge Elementary – Ms. Fulmore – Tigner is waiting to hear back from them.

Quiet Waters Elementary – Ms. Plaut didn't have any updates.

Deerfield Beach Elementary – Chair Lubin will attend their SAC meeting this coming week.

Deerfield Beach Middle – Chair Lubin will contact them tomorrow and discuss some items on the SAC agenda.

Deerfield Beach High School – Ms. Fulmore – Tigner has an appointment with them next week to introduce herself and see about how EAB can assist.

Tedder Elementary – Ms. Wyatt didn't have any updates.

Comments from the Public

Denise Bogner, a city resident, assisted Tedder Elementary Book Fair and is dishearten when students attend the book fair but don't have any money to buy books. She asked the board if they know of any resources that could help.

Joel Smith, a city resident, stated that the SAC meeting for Deerfield Beach High School will be on Monday, December 8 at 3:00pm.

Adjournment

MOTION was made by Dotty Plaut and seconded by Janice Fulmore - Tigner to adjourn the meeting at 6:57pm. The motion was CARRIED unanimously.

Minutes approved

A handwritten signature in black ink, appearing to be 'Dotty Plaut', written over a horizontal line.

Date 01/07/2026



**City of Deerfield Beach
African American Heritage Committee Meeting Minutes
Thursday, December 11, 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 6:31 p.m.

Present: Vice Chair Mitchell
 Ms. McMillon
 Mr. Hill
 Ms. Ffolkes
 Ms. Ferreiro (alternate)
 Ms. Rolle (alternate) -*tardy*

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

Approval of November 13, 2025, Minutes

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

COMMENTS FROM THE PUBLIC

Janice Fulmore-Tigner, 1090 SW 4th Terrace, Deerfield Beach, provided a brief overview of her background and involvement within the community.

Alice Chattman, 1086 S. Military Trail, Deerfield Beach, provided a brief overview of her community involvement.

Vernon Neeley, Community Engagement & Special Events Coordinator, read aloud a letter submitted by ***Dan Herz, 330 SE 19th Avenue, Deerfield Beach.***

OLD BUSINESS

Vernon Neeley, Community Engagement & Special Events Coordinator, provided a brief overview of the November events. Thereafter, he encouraged everyone to visit the City's website for any upcoming events.

NEW BUSINESS

Vernon Neeley, Community Engagement & Special Events Coordinator, outlined the upcoming events.

Greg Warner, Director of Parks & Recreation, advised the Board that Joy Fest would be held at Oveta McKeithen on Saturday, December 13th from 2 p.m. - 9p.m.

Ms. McMillon stated that Channel 10 news would be running a television special on the City's 100-year celebration, Sunday, December 14th at 8:00 p.m. and 8:30 p.m.

Thereafter, there was a brief discussion regarding the appointment of a new committee chair.

MOTION was made by Vice Chair Mitchell, seconded by Ms. Ffolkes, to nominate Ms. McMillon as the new Committee Chair. The motion PASSED unanimously.

Vice Chair Mitchell recommended finishing out the meeting, and having Chair McMillon's role take effect in January.

There were no objections.

Thereafter, there was a brief discussion regarding the applications that were submitted for the Grand Marshal for MLK Day.

MOTION was made by Chair McMillon, seconded by Ms. Ffolkes, to accept Devin Singletary as the Grand Marshal and Jimetta Williams as the alternate. The motion PASSED unanimously.

Mr. Neeley outlined the logistics and event schedule for the MLK Day Parade and Celebration.

MOTION was made by Chair McMillon, seconded by Mr. Hill, to accept the layout as presented by staff for the MLK Day Celebration. The motion PASSED unanimously.

After a brief discussion regarding the Black Heritage Banquet, it was the consensus of the Board and staff to honor a youth nominee at the Black Heritage Banquet and present a scholarship award to a youth nominee at the Juneteenth event.

Thereafter, Mr. Neeley reminded the Board that the banquet hours are from 5:30 p.m. - 9:30 p.m. Further, the ticket purchases will be through Eventbrite, not CivicREC, and the seat selections can be made at the time of purchase.

MOTION was made Ms. McMillon, seconded by Mr. Hill, to table the remainder of the agenda to a later meeting. The motion PASSED unanimously.

BOARD MEMBER REPORTS

NONE.

COMMENTS FROM THE ATTORNEY

NONE.

NEXT MEETING

Vice Chair Mitchell stated that the next meeting will be held on Thursday, January 8, 2026 at the Johnny L. Tigner Center at 6:30 p.m.

ADJOURNMENT

MOTION was made by Ms. McMillon, seconded by Ms. Ffolkes, to adjourn the meeting at 8:12 p.m. The motion PASSED unanimously.

Minutes Approved

A handwritten signature in black ink, appearing to be 'B. ...', written over a horizontal line.

Date 1-8-2026



Regular City Commission Meeting - January 20, 2026

DEERFIELD BEACH - YOU ARE HEREBY NOTIFIED that the **Regular City Commission** meeting will be held on **Tuesday, January 20, 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 20, 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 20, 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 20, 2026.
 - i. Use the following link below to access the meeting via Zoom:
<https://deerfield-beach.zoom.us/j/86850396673?pwd=o5chsEQl91fbWQsbzGCLWpjgrzfT1X.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: 868 5039 6673#, Participant ID: #, Passcode: 323951#

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 20, 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. 2025-650

Agenda Date: 1/20/2026

Status:
PRESENTATIONS

In Control: City Commission

Title

Presentation regarding the 2025 Vision Zero Report.

Background/History

This is the second Vision Zero annual report for the City of Deerfield Beach. The Vision Zero Master and Action Plan was adopted by the City Commission on January 23, 2024 via Resolution No. 2014/014. The Action Plan lists over fifty action items necessary to reduce fatal crashes within the City to zero by the year 2050. Each January, City staff will evaluate achievements from the previous year and goals for the upcoming year. The report will be placed on the City's website. In order for the City to actively pursue grants from the Federal Safe Streets and Roads for All program (SS4A), the City must annually update its serious injury and fatality data and maintain a five-year crash record of the City High Injury Network. Providing an annual report meets this requirement in accordance with Federal Highway Administration Standards.

2025 was an embattled year for Vision Zero. Success was made at the local level with the creation of the Broward Safety Action Plan and dashboard, as well as the implementation of the red speed

program and public workshops for the SW 3rd and SW 10th Street projects. However, the City has still not received awarded funding from the Federal Government for 2023 and 2024 grants and at this time no information has been provided by the Federal government on the status of 2025 funding requests. On August 22, 2025 the City received a letter from the Florida Department of

Transportation regarding the use of paint on NE 3rd Avenue. The City was forced to paint over the decorative features that helped improve this roadway. Additionally, we must be concerned with our ability to fund local road improvements through the Capital Projects program as the State is indicating a reduction in property taxes which will impact the City's ability to fund large-scale infrastructure projects and possibly even planning projects.



2025 VISION ZERO STATUS REPORT

THE CITY OF DEERFIELD BEACH ADOPTED
THE VISION ZERO MASTER AND ACTION PLAN
ON JANUARY 23, 2024.

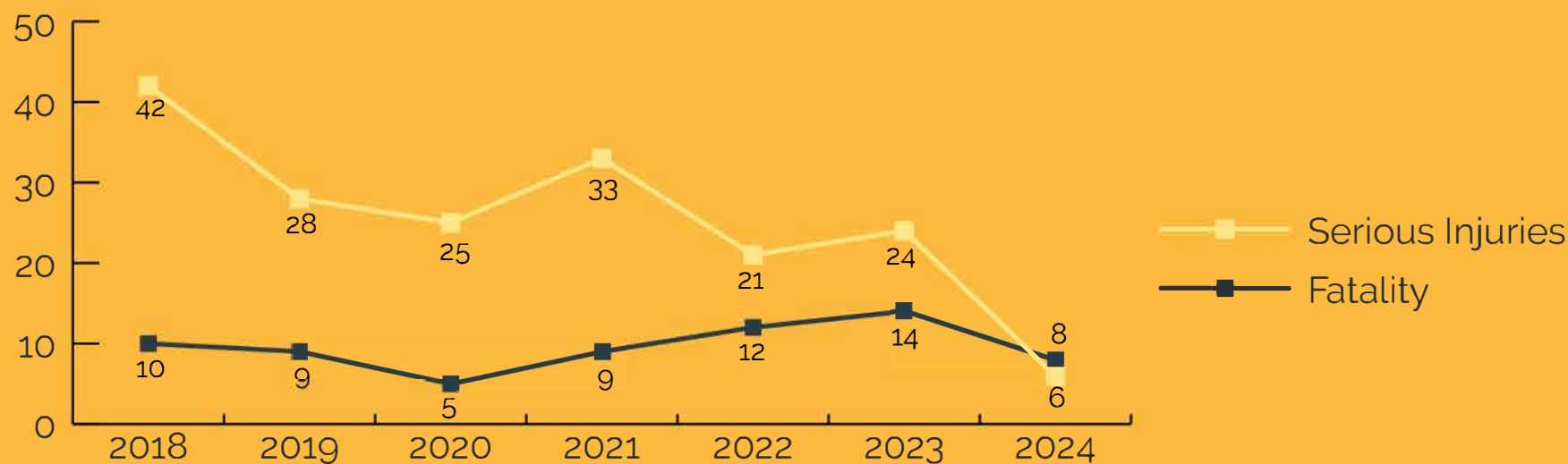
THE FOLLOWING ACTION ITEMS WERE COMPLETED OR STARTED IN 2024

Safe System Catg	Action Item	Description
Education & Outreach	Field Personnel	Interview city field personnel, Interview city field personnel, including police officers and maintenance /operational staff to provide feedback and suggestions to improve safety on city streets.
Public Commitment	Impact Fees	Evaluate the possibility of a roadway impact fee to forward Vision Zero initiatives.
Data Collection	Project Identification	Annually identify roadway improvement projects based on the HIN map.
Data Collection	Underserved Communities	City Staff will evaluate the High Injury Network within underserved communities and perform an equity analysis with future annual data.

THE CITY OF DEERFIELD BEACH IS PRIORITIZING THE FOLLOWING ACTION ITEMS IN 2025

Safe System Catg	Action Item	Description
Education & Outreach	Public Outreach - Coordination of Campaigns	City Staff to develop advertising campaign material to be distributed with targeted social media, and other public outreach avenues in coordination with other agencies safety messages.
Culture of Safety	City-Wide Improvement Strategy	Develop a data driven city-wide Improvement strategy that will include proven safety countermeasures for all roadways for future improvements. This includes improvements for drivers as well as low stress multimodal improvements for vulnerable roadway users to improve bus systems, sidewalk connectivity, pedestrian and bicycle safety.
Culture of Safety	Local Road Safety Plan	Develop a plan to implement proven safety counter measures on roadways maintained by the City of Deerfield Beach through quick build and capital improvement projects.
Culture of Safety	Update Engineering Design Manual	Update the engineering design manual for new roadway templates and create typical section details and best practices for multimodal, pedestrian and bicycle safety.

Traffic Deaths and Serious Injuries in Deerfield Beach



2025 Achievements

- Recognized by the Vision Zero Network as a Vision Zero Community.
- The Broward Safety Action Plan has been completed.
- Added the BSAP dashboard to website (replacing City dashboard).
- School Safety Speed Program (Red Speed) launched.
- Successfully lobbied Broward County Traffic to double stripe SE 15th St./NE 54th St.
- Held public meetings for the SW 3rd Ave plan and SW 10th Street plan.
- DOT made improvements to Hillsboro from bridge to Powerline.
- Increased lighting on NE 2nd Avenue from 10th Street to Hillsboro Blvd.
- Began the Crystal Lake Road LAP project design.



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2025-651

Agenda Date: 1/20/2026

Status:
QUASI-JUDICIAL PUBLIC HEARINGS

In Control: City Commission

Title

P.H. 2026-015: APPLICATION 88-CF-14

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The applicant is seeking approval for a major site plan on a 1.32-acre site to construct additions to the existing 5,145 square foot Parish Hall and 3,049 square foot Cathedral. The proposal consists of a 1,044 square foot addition to the existing Parish Hall and a 4,066 square foot addition to the existing Cathedral. Additionally, the applicant is proposing architectural improvements to the facades of the existing building with the inclusion of site improvements that will include new landscaping and parking improvements, which reflect reconfiguration of the existing parking lot with ADA access, a new sodded parking area, and closing off the existing SE entrance for the relocation of the dumpster.

The Parish Hall is proposed to be 24 feet 3 inches high, while the Cathedral is proposed to be 66 feet high as measured to the top of the church spire, with no underlying maximum height restriction in CF zoning district. The architecture meets the minimum building design standards outlined in the City's Land Development Code Section 78-7(b).

Per Section 98-19(5) of the Code, the City is requiring a 5-foot public easement abutting the local roads of SE 14th Place, SE 2nd Terrace and SE 3rd Avenue, which is reflected on both the survey and dedication sketch and legal.

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

On November 25, 2025, the item was heard and approved by the Community Appearance Board.

On January 8, 2026, the item was heard and approved by the Planning & Zoning Board.

RESOLUTION NO. 2026/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING A MAJOR SITE PLAN FROM RESURRECTION ORTHODOX CATHEDRAL, INC. TO CONSTRUCT A 4,066 SQUARE FOOT ADDITION TO THE EXISTING CATHEDRAL AND A 1,044 SQUARE FOOT ADDITION TO THE EXISTING PARISH HALL AND ASSOCIATED SITE IMPROVEMENTS ON THE PROPERTY LOCATED AT 1416 SE 2ND TERRACE (APPLICATION NO. 88-CF-14); PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, Application No. 88-CF-14 (the “Site Plan Application”) has been submitted to the City by Resurrection Orthodox Cathedral, Inc.(the “Applicant”) seeking site plan approval to construct a 4,066 square foot addition to the existing cathedral and a 1,044 square foot addition to the existing Parish hall and associated site improvements on the property located at 1416 SE 2nd Terrace, Deerfield Beach, Florida (the “Development”); and

WHEREAS, the Development site is approximately 1.32 net acres of land generally described as FAIRLAWN 1ST ADD 43-31 B LOTS 1 THRU 4,7 THRU 10 BLK 14, as more particularly described in the file, and located at 1416 SE 2nd Terrace, Deerfield Beach, Florida, in the CF Zoning District (collectively, the “Property”); and

WHEREAS, the proposed Development includes a 4,066 square foot addition to the existing 3,409 square foot cathedral and a 1,044 square foot addition to the existing 5,145 square Parish Hall, and architectural improvements to the facades of the existing building with the inclusion of site improvements including new landscaping, new parking improvements that reflect reconfiguration of the existing parking lot with ADA access, a new sodded parking area and closing off of the existing SE entrance for the relocated dumpster location; and

WHEREAS, the Site Plan Application was previously reviewed by City staff, and on November 25, 2025, the Community Appearance Board approved the Site Plan Application; and

WHEREAS, the Planning and Zoning Board voted to recommend approval of the Site Plan Application on January 8, 2025; and

WHEREAS, based upon the evidence in the record and presented at the hearing before the City Commission, the City Commission finds that all applicable Land Development Code requirements have been met, the Site Plan Application is consistent with the City’s Comprehensive Plan and approval of the Site Plan Application is in the best interests of the City.

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

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

Section 2. The Site Plan Application is hereby approved, subject to the following conditions all of which shall be satisfied by the Applicant prior to the issuance of any building permit: (i) the conditions set forth in the Site Plan Application and the Development Review Comments as amended, and dated January 9, 2026, and (ii) Applicant shall provide the City with a 5-foot public easement abutting the local roads of SE 14th Place, SE 2nd Terrace and SE 3rd Avenue, in a form approved by the City Attorney's Office.

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

Section 4. Should any section or provision of this Resolution or any portion thereof, any paragraph, sentence or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereof as a whole or part thereof other than the part declared to be invalid.

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

PASSED AND ADOPTED THIS _____ DAY OF _____, 2026.

TODD DROSKY, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

RESOLUTION NO. 2026/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, DENYING A MAJOR SITE PLAN FROM RESURRECTION ORTHODOX CATHEDRAL, INC. TO CONSTRUCT A 4,066 SQUARE FOOT ADDITION TO THE EXISTING CATHEDRAL AND A 1,044 SQUARE FOOT ADDITION TO THE EXISTING PARISH HALL AND ASSOCIATED SITE IMPROVEMENTS ON THE PROPERTY LOCATED AT 1416 SE 2ND TERRACE (APPLICATION NO. 88-CF-14); PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, Application No. 88-CF-14 (the “Site Plan Application”) has been submitted to the City by Resurrection Orthodox Cathedral, Inc.(the “Applicant”) seeking site plan approval to construct a 4,066 square foot addition to the existing cathedral and a 1,044 square foot addition to the existing Parish hall and associated site improvements on the property located at 1416 SE 2nd Terrace, Deerfield Beach, Florida (the “Development”); and

WHEREAS, the Development site is approximately 1.32 net acres of land generally described as FAIRLAWN 1ST ADD 43-31 B LOTS 1 THRU 4,7 THRU 10 BLK 14, as more particularly described in the file, and located at 1416 SE 2nd Terrace, Deerfield Beach, Florida, in the CF Zoning District (collectively, the “Property”); and

WHEREAS, based upon the evidence in the record and presented at the hearing before the City Commission, the City Commission finds that the Site Plan Application for the Property fails to satisfy the requirements of Section _____ of the City of Deerfield Beach Land Development Code.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THECITY 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 Site Plan Application is hereby denied based upon the failure to meet the requirements of Section _____ of the City of Deerfield Beach Land Development Code.

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

Section 4. Should any section or provision of this Resolution or any portion thereof, any paragraph, sentence or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereof as a whole or part thereof other than the part declared to be invalid.

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

PASSED AND ADOPTED THIS _____ DAY OF _____, 2026.

TODD DROSKY, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK



PUBLIC HEARING NOTICE

January 2, 2026

Dear Property Owner:

This is to notify you that the CITY COMMISSION of the City of Deerfield Beach, a municipal corporation of Florida, shall hear an application for:

P.H. 2026-015: APPLICATION 88-CF-14

Applicant: Resurrection Orthodox Cathedral Inc represented by Crain Atlantis Inc.

Proposal: Seeking Major Site Plan approval to construct additions of 4,066 square feet to the existing Cathedral and a 1,044 square foot addition to the existing Parish Hall with associated site improvements on a 1.32-acre site in the CF, Community Facilities zoning district

Location: The property is generally described as FAIRLAWN 1ST ADD 43-31 B LOTS 1 THRU 4,7 THRU 10 BLK 14 and located at **1416 SE 2nd Terrace.**

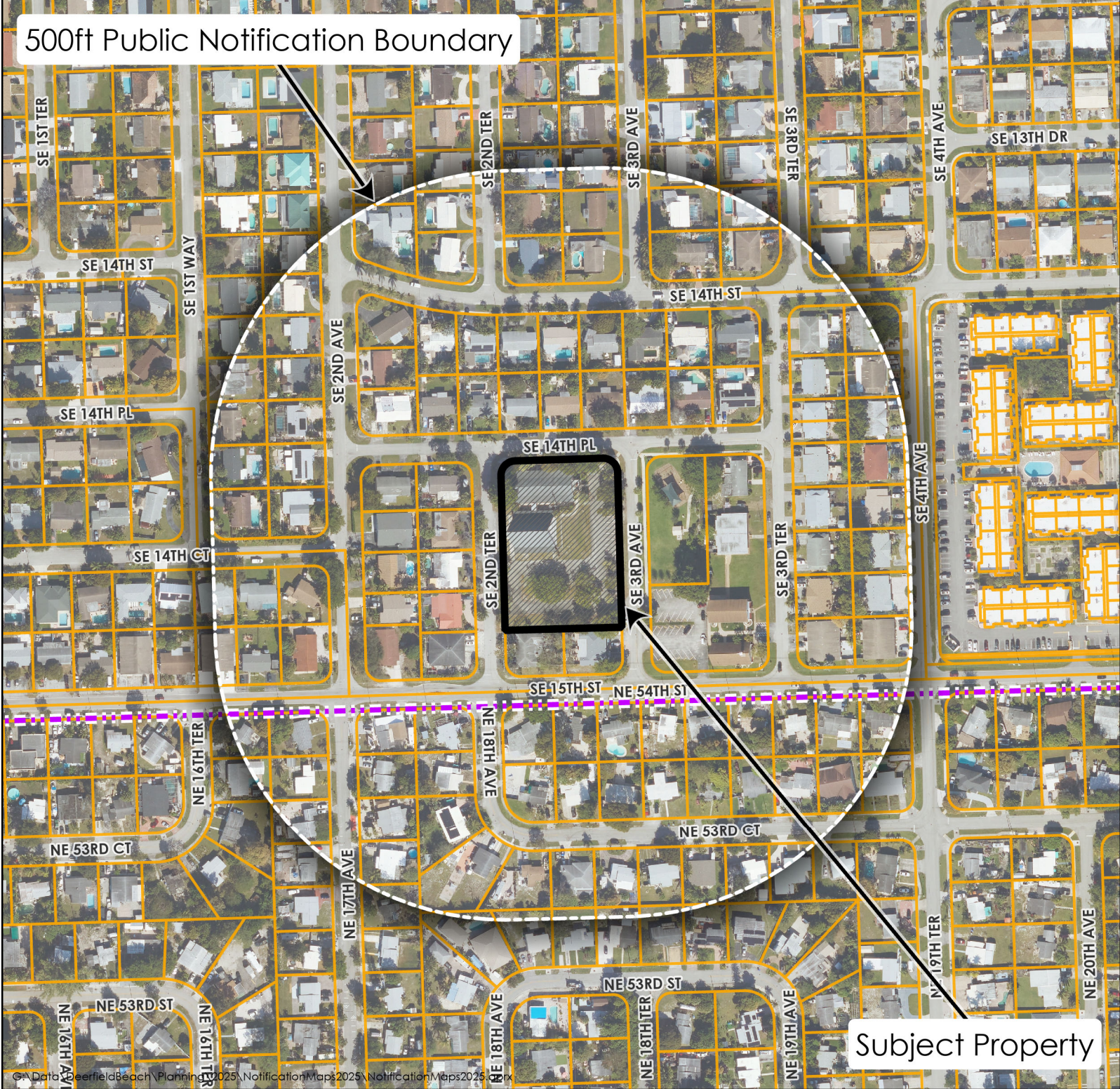
A public hearing will be held on **TUESDAY, JANUARY 20, 2026 at 7:00 p.m.** in the City Commission Chambers, City Hall, 150 NE 2nd Avenue, Deerfield Beach, Florida, and/or utilizing communications media technology with some elected officials and City staff participating through video conferencing via Zoom (virtual meeting). All interested parties may appear in person to offer evidence in support of or against the proposal. Further information may be obtained at www.deerfield-beach.com/agendas on January 9, 2026 or from the Planning and Development Services Department during business hours in City Hall, 150 N.E. 2nd Avenue, Deerfield Beach, FL 33441, phone: (954) 250-4124.

At said meeting interested persons may appear and be heard with respect to the public hearing. Any person who decides to appeal any decision made by the City Commission with respect to any matter considered at this hearing would need a record of the proceedings. And for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The above notice is required by State Law (FS 286.0105). **Any person desiring a verbatim transcript shall have the responsibility, at his own expense, to arrange for the presence at the hearing of a certified court reporter.** A full transcript of the proceedings will be needed to appeal any decision of the City Commission.

Any person requiring auxiliary aids and services at this hearing may contact the City Clerk's Office at (954) 480-4213 at least 24 hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by using the following numbers: 1-800-955-8770 or 1-800-955-8771.

Heather Montemayor, CMC, City Clerk

500ft Public Notification Boundary

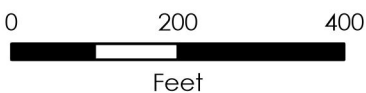
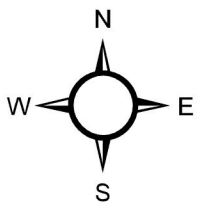


Public Hearing Notice Map

App 88-CF-14

1416 SE 2 Terrace

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





PUBLIC NOTICE

APPLICATION 88-CF-14

December 19, 2025

Dear Property Owner:

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

Resurrection Orthodox Cathedral Inc Represented by Crain Atlantis Inc.

Seeking Major Site Plan approval to construct additions of 4,066 square feet to the existing Cathedral and a 1,044 square foot addition to the existing Parish Hall with associated site improvements on a 1.32-acre site in the CF, Community Facilities zoning district. The property is generally described as FAIRLAWN 1ST ADD 43-31 B LOTS 1 THRU 4,7 THRU 10 BLK 14 and located at **1416 SE 2nd Terrace**.

A public hearing will be held on **THURSDAY, January 8, 2025, at 7:00 P.M.** in the **City Hall Commission Chambers, located at 150 NE 2nd Avenue, Deerfield Beach, FL 33441**. All interested parties may appear in person to offer evidence in support of or against the proposal. Further information may be obtained at www.deerfield-beach.com/boardagendas or you may contact the Planning Office during business hours in City Hall, 150 N.E. 2nd Avenue, Deerfield Beach, FL 33441, phone: (954) 480-4206.

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

Eric M. Power
Director of Planning & Development Services



Development Review Committee

Summary Report

Development Plan Application Review

General Information

Application No.	88-CF-14										
Project Name:	Resurrection Orthodox Cathedral										
Applicant:	Resurrection Orthodox Cathedral Inc.										
Agent:	Crain Atlantis Inc.										
Requested Action/Description:	Seeking Major Site Plan approval to construct additions of 4,066 square feet to the existing Cathedral and a 1,044 square foot addition to the existing Parish Hall with associated site improvements on a 1.32-acre site in the CF, Community Facilities zoning district.										
Location:	1416 SE 2 nd Terrace										
Legal Description:	Generally described FAIRLAWN 1ST ADD 43-31 B LOTS 1 THRU 4,7 THRU 10 BLK 14										
Size:	1.78 acres (gross) / 1.32 acres (net)										
Existing Zoning:	CF, Community Facilities										
Existing Land Use:	Community Facility										
Future Land Use Plan Designation:	Community Facility										
Surrounding Land Use and Zoning:											
	<table><thead><tr><th><u>Existing Land Use</u></th><th><u>Zoning</u></th></tr></thead><tbody><tr><td>North: Residential Low (5 DU/AC)</td><td>RS-5 Residence, Single-Family</td></tr><tr><td>East: Community Facility</td><td>CF, Community Facilities</td></tr><tr><td>South: Residential Moderate (10 DU/AC)</td><td>RM-10 Residence, Multifamily</td></tr><tr><td>West: Residential Low (5 DU/AC)</td><td>RS-5 Residence, Single-Family</td></tr></tbody></table>	<u>Existing Land Use</u>	<u>Zoning</u>	North: Residential Low (5 DU/AC)	RS-5 Residence, Single-Family	East: Community Facility	CF, Community Facilities	South: Residential Moderate (10 DU/AC)	RM-10 Residence, Multifamily	West: Residential Low (5 DU/AC)	RS-5 Residence, Single-Family
<u>Existing Land Use</u>	<u>Zoning</u>										
North: Residential Low (5 DU/AC)	RS-5 Residence, Single-Family										
East: Community Facility	CF, Community Facilities										
South: Residential Moderate (10 DU/AC)	RM-10 Residence, Multifamily										
West: Residential Low (5 DU/AC)	RS-5 Residence, Single-Family										
Applicable Regulations:	Deerfield Beach Land Development Code										
Plat Restrictions:	None										

Department Comments & Requirements

REQUEST:

The Applicant, Resurrection Orthodox Cathedral Inc, is seeking Major Site Plan approval to construct additions of approximately 1,044 square feet and 4,066 square feet to the existing Parish Hall and Cathedral building with associated site improvements on a 1.32-acre site in the CF, Community Facilities zoning district.

BACKGROUND:

The applicant is seeking approval for a major site plan on a 1.32-acre site to construct additions to the existing 5,145 square foot Parish Hall and 3,049 square foot Cathedral. The proposal consists of a 1,044 square foot addition to the existing Parish Hall and a 4,066 square foot addition to the existing Cathedral. Additionally, the applicant is proposing architectural improvements to the facades of the existing building with the inclusion of site improvements including new landscaping, new parking improvements which reflect reconfiguration of the existing parking lot with ADA access, a new sodded parking area and closing off of the existing SE entrance for the relocated dumpster location.

The Parish Hall is proposed to be 24 feet 3 inches high while the Cathedral is proposed to be 66 feet high as measured to the top of the church spires with no underlying maximum height restriction in CF zoning district. The architecture meets the minimum building design standards outlined in the City's Land Development Code Section 78-7(b).

Per Section 98-19(5) of the Code, the City is requiring a 5-foot public easement abutting the local roads of SE 14th Place, SE 2nd Terrace and SE 3rd Avenue which is reflected on both the survey and dedication sketch and legal.

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

On November 25, 2025, the item was heard and approved by the Community Appearance Board.

On January 8, 2026, the item was heard and approved by the Planning and Zoning Board.

SUMMARY OF DEVELOPMENT REVIEW COMMITTEE COMMENTS:

The application has been reviewed by the Development Review Committee (Planning & Zoning, Landscape, Environmental Services, Sanitation, Fire). Staff comments have been addressed and the application is considered to be in compliance with the Land Development Code. Staff DRC comments are attached to this report.

PLANNING CONSIDERATIONS:

1. Compliance with the Comprehensive Plan. Per Section 98-9, no permit or approval for the development of land shall be approved which does not comply with the goals, objectives, and policies (GOPs) of the Deerfield Beach Comprehensive Plan. The Future Land Use (FLU) Map designation identifies the site as Community Facility. The proposed cathedral expansions to the existing onsite buildings are allowed in this land use designation.
2. Land Development Requirements: Pursuant to the City of Deerfield Beach official zoning map, the property is currently located within the CF Community Facilities zoning district. The proposed development complies with all the zoning requirements for the CF Community Facilities zoning district, and the proposed cathedral expansions are permitted within that zoning district.
3. Finding of compatibility of a proposed development with adjacent and neighboring (500 feet) uses and zoning; Per Section 98-17(15), there must be a finding of compatibility as defined in the Land Development Regulations, between adjacent and neighboring uses (500-feet) and the proposed development. By definition, compatibility is to be measured based on the following compatibility characteristics of the proposed development in relationship to the immediate surrounding area:

(a) Permitted uses, structures, and activities allowed within the zoning category;

The proposed use is permitted within the CF Community Facilities zoning district, and the proposed structure expansions are designed to meet all required setbacks and bulk Community Facilities requirements in that zoning district.

(b) Building location, dimensions, height, and floor area;

The proposed building expansions are located 20.41 feet from the front (north) property line, 52.66 feet & 63.68 feet from the street side (east) property line and roughly 119.68 feet from the rear (southern) property line. The proposed building expansions exceed all setback requirements. The proposed building expansions are 24.2 feet high and 66 feet high as measured to the top of the spires. All bulk requirements for this zoning district are met.

Development standards require a minimum of 15% landscaping. The development proposes 45% landscaping.

(c) Location and extent of parking, access drives and service areas;

The proposed development meets the parking requirements for a Church, temples or places of worship with 41 required parking spaces and 42 parking spaces provided within the site. The number of parking spaces for the cathedral meets the amount required by Code.

(d) Traffic generation, hours of operation, noise levels, and outdoor lighting;

The proposed site improvements will generate fewer than 500 vehicle trips per day and did not require review by the City's traffic engineering consultant. The site and nature of the existing use is in a location where noise will be minimal and will not impact surrounding uses. The proposed outdoor lighting meets the code requirements for lighting.

(e) Alteration of light and air;

The proposed 24.2-foot-tall Parish Hall and 66-foot-tall Cathedral (as measured to the top of the spire) exceed the setback requirements for the CF, Community Facilities zoning district and thus provide more light and air, than what would be allowed by the zoning regulations.

(f) Setbacks and buffers – Fences, walls, landscaping, and open space treatment. To be compatible, design treatments must reflect consideration of adjoining and surrounding development and land use;

The proposed development exceeds all setback requirements. The applicant proposes significant landscape along the perimeter of the property.

(g) Conditions, uses or activities which pose a significant risk to the safety or security to those under 18 years of age using schools, churches, parks, playgrounds or other facilities which cater to those under 18 years of age;

The applicant is not proposing any use or activity that would pose a significant risk to the safety or security of those less than 18 years of age in the 500-foot vicinity.

(h) Outside activities associated with the proposed use which could interfere with the peace and/or tranquility of residences or pose a significant risk to the safety or security of children in public or private schools, daycare facilities, churches, parks, playgrounds, and other places that cater to children under the age of 18 or places which regularly provide facilities for such children to gather; and

There are no places where children under the age of 18 gather, on the subject site. However, directly across the street to the east is Cornerstone Public Park which is used by the surrounding community. The buildings are considerably setback from the abutting property lines and are surrounded by similar commercial uses. No schools, daycare facilities, or parks surround the property.

(i) Conditions, uses, or activities which could pose a significant risk to the safety or security of single-family residences within 500 feet of the lot upon which the use will occur.

The subject use is existing and comprised of a 5,145 square foot Parish Hall and 3,049 square foot Cathedral. The proposal consists of a 1,044 square foot addition to the Parish Hall and a 4,066 square foot addition to the Cathedral building. The subject property is located within 500 feet of residential uses and would not pose a significant safety or security risk.

SUMMARY & REQUIREMENTS

Staff's review of application 88-CF-14 has found that the proposed project is consistent with the goals, objectives, and policies of the Future Land Use Element of the Deerfield Beach Comprehensive Plan, and the proposed use is permitted per the Land Development Code.

Development Plan Application Comments



DEVELOPMENT REVIEW COMMITTEE

Project Name:	Resurrection Orthodox Cathedral	Application No.:	88-CF-14
Reviewer Name:	Daniel Mantell	Project Address:	1416 SE 2nd Terrace
Department/Division:	Planning & Zoning		
Position:	Planning & Zoning Manager		
Date of Review:	12/4/2025		
Submittal No.:	4		

A. APPLICATION / GENERAL COMMENTS:

1.	Prior to resubmittal, contact Daniel Mantell and Ruthie Jusino respectively at dmantell@deerfieldbeachfl.gov and rjusino@deerfieldbeachfl.gov to schedule a Development Review Committee meeting.
1a.	Comment acknowledged. 9/9/2025
2.	All resubmittals shall be provided with a written narrative responding to all comments. All resubmittals require an appointment with a planner to resubmit plans.
2a.	Comment acknowledged. 9/9/2025
3.	Per Section 98-14(f), An application for development plan shall be deemed to have been abandoned becoming null and void after six months of inactivity. If an application has no activity within this time frame, then a new application for development plan along with all applicable fees shall be submitted should the applicant wish to proceed with the project.
3a.	Comment acknowledged. 9/9/2025
4.	Per Section 98-14(j), Expiration or extension of site plan approval. A site plan approval shall expire 18 months following the date of approval unless a building permit for a principal building as required by the Florida Building Code, has been issued to the applicant and kept in force so that work is proceeding towards a completion of the site and project in a commercially reasonable time.
4a.	Comment acknowledged. 9/9/2025
5.	Per Sec. 98-35 All applications proceeding to City Commission shall comply with requirements for public notice, including payment of all required public notification fees, submittal of all documents and labels for notice to property owners, on-site signage, and newspaper publishing. Applicants are only permitted to begin the public notification process upon determination by Planning & Zoning staff that the item has been scheduled for an upcoming public hearing. The Public Notice Checklist can be accessed at http://www.deerfield-beach.com/DocumentCenter/View/12586/Public-Notice-Checklist .

Development Plan Application Comments

5a.	Comment acknowledged. 9/9/2025
6.	As with all developments in Deerfield Beach, before a building permit can be issued, this development must receive approval from the Broward County Resilient Environment Department, Planning & Zoning Division, Development and Environmental Review, 954-357-6666, Option 2, DERPLans@broward.org
6a.	Comment acknowledged. 9/9/2025
7.	For items being heard by City Commission, a cost recovery fee shall be paid by check to the City of Deerfield Beach for electronic document remediation of the application in order to comply with Tittle III of the Americans with Disabilities Act. The fee will be payable by the Applicant once the City receives the invoice.
7a.	Comment acknowledged. 9/9/2025
8.	Per Section 98-13(b)(4) As provided in the City's fee schedule (Resolution 2018/194) The initial site plan application fee includes the first review plus two resubmittals. Any resubmittal after the 3rd site plan review requires a fee of 30% of the initial application fee (\$2,130.00 x 30%) to be submitted for each submittal thereafter.
8a.	Comment acknowledged. 9/9/2025
9.	Per the requirements of Chapter 98-17.1 the applicant is required to pay impact fees for Public Safety and Parks. Payment of these fees are due at the time of Building permit submittal. Please note that if the project changes in size or intensity, the below calculations may also change. An impact fee calculation sheet will be given to the applicant when the project is complete. 1. Fire Rescue \$ 2. Police \$ 3. Parks \$
9a.	Comment acknowledged. 9/9/2025
10.	Prior to the issuance of a building permit, the applicant must receive a Certificate of Concurrency Letter from the Planning and Development Services Department. This letter will serve as the Development Permit as required under Section 98-18 of the Land Development Code of the City of Deerfield Beach for approval of the site plan.
10a.	Comment acknowledged. 9/9/2025
11.	A Building permit will not be issued until the applicant has also received approval of an Engineering permit for the Environmental Services Department.
11a.	Comment acknowledged. 9/9/2025
12.	Community Appearance Board approval is required prior to approval of site plan. Staff will notify the applicant once application submittal is to be scheduled as item on an agenda. The applicant shall provide both existing and proposed elevations to determine building facades will complement each other. Once staff has advised the item is ready to be scheduled for CAB, submit five (5) sets of revised plans in 11" x 17" with Community Appearance Board application, which include colored building elevations and complete site plan sets.
12a.	Comment acknowledged. 9/9/2025
13.	Per Section 98-13(8)(j) The attached document titled Conceptual Engineering Plan are advisory comments and shall be addressed upon submittal of the engineering permit. Applicant must not resubmit conceptual engineering plan sets or address these comments during the DRC process.
13a.	Comment acknowledged. 9/9/2025

Development Plan Application Comments

14.	On the development plan application, the zoning district is listed as "One". That's incorrect, please revise to include zoning district "CF".
14a.	Comment addressed. 9/9/2025
15.	On the development plan application, the lot area is left empty, please revise and add the lot area.
15a.	Comment addressed. 9/9/2025
16.	Revise the development plan application to include the name, email and signature of the agent.
16a.	Comment addressed. 9/9/2025
17.	Revise the application to include the Future Land Use Category of "Community Facility"
17a.	Comment addressed. 9/9/2025
18.	Per section 98-84(2) - A church spire or church tower may exceed the height regulations of the district within which it is located.
18a.	Comment acknowledged. 9/9/2025
19.	For future resubmittals provide the digital copies on flash drives not CDs.
19a.	Comment addressed. 9/9/2025
NEW COMMENTS 9/9/2025	
20.	Do not cloud changes based on DRC comments. Only modifications to plans previously approved by the City Commission, intended to replace an existing approved plan should be clouded to show all proposed changes.
20a.	Comment still applies. Sheet E-100 clouds changes per staffs DRC comments. Remove such clouds. You must cloud all proposed changes to previously approved plans. Expansion areas, dumpster location, parking areas should all be clouded which delineates them as changes to previously approved plans. 11/21/2025
20b.	Comment not addressed. 12/4/2025

B.

COVERPAGE:	
1.	Per section 98-13, the cover page is required to include the folio number of the property.
1a.	Comment partially addressed. Remove cloud. Refer to comment A20.
1b.	Comment addressed 11/21/2025
2.	Per Section 98-13, the applicant shall submit a location map showing adjacent land use and zoning, as well as curbs and median cuts within 300 feet. The map may be inset and scaled accordingly.
2a.	Comment partially addressed. Remove cloud. Refer to comment A20.
2b.	Comment addressed 11/21/2025

C.

SITE PLAN:	
1.	Parking space #46 doesn't have the usual backout area, but they could back out straight and turn left

Development Plan Application Comments

1a.	Comment addressed. 9/9/2025
2.	Per Section 98-13, the applicant is required to provide adequate accessibility of proposed roadways for emergency vehicles, fire engines and garbage service.
2a.	All of fire comments have not been addressed. Address fire comment B1.
2b.	Comment addressed. 9/9/2025
3.	Per Section 98-13, the applicant is required to provide the location of existing and proposed fire hydrants on the site plan.
3a.	Comment addressed. 9/9/2025
4.	Per Section 98-13, the applicant is required to provide the setback measurement of all freestanding signs.
4a.	Comment addressed. 9/9/2025
5.	Per Section 98-13, the site data table should provide the required and proposed lot coverage. Revise the site data table to include all required information.
5a.	Comment addressed. 9/9/2025
6.	Per Section 98-13, the site data table should provide the pervious and impervious area. Revise the table to include all required information.
6a.	Comment addressed. 9/9/2025
7.	Per Section 98-13, the site data table should provide the floor area ratio. Revise the table to include all required information
7a.	Comment addressed. 9/9/2025
8.	Per Section 98-13, the site data table should provide the Gross and net acreage of the site. Revise the table to include all required information.
8a.	Comment still applies. The gross lot area appears to be inaccurate. Gross acreage means the number of acres within a parcel of land including the building site and one-half of the area of all abutting public streets and alleys. Revise accordingly. Additionally, the proposed net acreage reflects 53,909 square feet. Do not deduct the 5' easement area from the net acreage. The net acreage should reflect 57,659.84 square feet.
8b.	Comment addressed 11/21/2025
9.	Provide the drive aisle widths at all ingress/egress points to the site. Per Section 98-88(e), Minimum width of an aisle designed and intended for maneuvering of an automobile into a parking space, shall be in conformance with Schedule C.
9a.	Comment addressed. 9/9/2025
10.	Consider relocating standard parking space #1, adjacent to the ADA parking space at the northeast corner of the site, to avoid conflicts with ingress/egress point.
10a.	Comment still applies. Parking space 1 is far too close to the entry to the Parish Hall. Revise accordingly.
10b.	Comment addressed 11/21/2025
11.	Provide the benchmark datum in NAVD not NGVD. All sheets including the survey should utilize consistent datum references.
11a.	Comment addressed. 9/9/2025
12.	Per Section 98-13(8)(c)(9) Provide dumpster locations and detail for both trash and recycling showing required screening. As provided, there's no provided dimensions of the new dumpster location nor screening methods shown on the site plan. Provide bollard locations if proposed.
12a.	Comment partially addressed. Remove cloud. Refer to comment A20.
12b.	Comment addressed 11/21/2025
13.	Per Section 98-13(8)(c)(4) Provide existing and proposed ground mounted

Development Plan Application Comments

	electrical and mechanical equipment and screening.
13a.	Comment addressed. 9/9/2025
14.	Confirm the use of onsite synthetic turf. It appears the existing site has synthetic turf in the NE corner where abutting the building.
14a.	Comment addressed. 9/9/2025
15.	Per Section 98-88(f), each parking space required and provided pursuant to the provisions of this article shall be distinguished and separated from adjoining parking spaces by means of three-inch painted stripes. On Sheet SP-02, provide the width of the painted stripes.
15a.	Comment partially addressed. Remove cloud. Refer to comment A20.
15b.	Comment addressed 11/21/2025
16.	Provide the location of the existing flag pole.
16a.	Comment addressed. 9/9/2025
17.	Provide dumpster elevations to ensure color and material consistency with the cathedral and parish hall.
17a.	Comment partially addressed. Remove cloud. Refer to comment A20.
17b.	Comment addressed 11/21/2025
18.	Per section 98-84(2) - A church spire or church tower may exceed the height regulations of the district within which it is located.
18a.	Comment acknowledged. 9/9/2025
19.	Per the engineering comments, the applicant will be required to provide a 5-foot utility easement along 3 rd Avenue, SE 14 th Place, and SE 2 nd Terrace. Reflect the easement on the site plan sheets.
19a.	Comment addressed. 9/9/2025

D. ELEVATIONS:

1.	Per Section 98-13, the elevation sheets are required to illustrate the proposed color name for all sections of the building.
1a.	Portion of comment still applies. The digital copies do not show the color name or code. Minimum of 2 colors are required. Refer to comment D3 below.
1b.	Comment addressed 11/21/2025
2.	Per section 98-84(2) - A church spire or church tower may exceed the height regulations of the district within which it is located.
2a.	Comment acknowledged. 9/9/2025
NEW COMMENTS 9/9/2025	
3.	Per code section 78-7(b)(7), a coordinated palette of colors, with a minimum of two colors shall be proposed for each building and associated structures, that includes one primary color and at least one secondary color, a range of minor accent colors, or all three types of colors. Bright or brilliant colors shall be minimized and may be used only for accents and must be compatible with the overall color scheme.
3a.	Comment addressed 11/21/2025

E. LANDSCAPING PLAN:

1.	Per section 98-13(8)(f), the landscape plan is required to include site lighting. Revise the plan to include the existing and proposed site lighting.
1a.	Portion of comment still applies. Clearly label the light pole locations. They get lost in the landscape details.

Development Plan Application Comments

1b.	Comment addressed 11/21/2025
2.	Per section 98-13(8)(f), provide the location of existing and proposed fire hydrants and fire department check valves.
2a.	Comment addressed. 9/9/2025
3.	Provide the location of the onsite flag pole.
3a.	Comment addressed. 9/9/2025
4.	Per section 98-13(8)(f), the landscape plan is required to provide a tree survey indicating the location, number, names, species, size, disposition, and condition of all existing trees and vegetation on-site to be preserved, relocated, or removed (unless provided on survey).
4a.	Comment addressed. 9/9/2025
5.	Per section 98-13(8)(f), the landscape plan is required to provide the location, condition, names, sizes and disposition of existing trees and hedges.
5a.	Comment addressed. 9/9/2025

F. IRRIGATION PLAN:

1.	The proposed irrigation plan calls for a well as the water supply. As there are existing infrastructure, the applicant would be required to connect to the municipal water supply.
1a.	Comment still applies. The irrigation plan still shows the proposed well. As discussed, you must connect to the municipal water supply. Remove the indication of the proposed well.
1b.	Comment addressed 11/21/2025

G. PHOTOMETRIC PLAN:

1.	Per Section 98-13, the photometric plan is required to provide the location of all existing and proposed easements on the site.
1a.	Comment addressed. 9/9/2025
2.	Per Section 98-13, provide the details of all proposed light fixtures and light poles, showing maximum height, building material, and color.
2a.	Comment addressed. 9/9/2025
3.	Provide details of the existing light poles. All onsite light poles shall be matching in appearance.
3a.	Comment addressed. 9/9/2025
NEW COMMENTS 9/9/2025	
4.	The maximum spillage at the property line shall not exceed 1.0-foot candles. Per code section 98-71(7), excessive use of lighting shall be considered a yard encroachment. Exteriors may be used to illuminate property for safety purposes and for temporary holiday events but may not be used to advertise, draw considerable attention to or cause adjacent properties to be unable to utilize said property in a manner that is consistent with the neighborhood.
4a.	Spillage still exceeds 1.0-foot candles at the property line. Address accordingly. 11/21/2025
4b.	Comment addressed. 12/4/2025

H. ADDITIONAL COMMENTS:

1.	Additional comments may arise as a result of a resubmittal.
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Development Plan Application Comments

1a.	Comment acknowledged. 9/9/2025
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DEVELOPMENT REVIEW COMMITTEE

Project Name:	Orthodox Cathedral	Application No.:	88-CF-14
Reviewer Name:	Harold Hoyte	Project Address:	1416 SE 2nd Ter.
Department / Division:	Landscape		
Position:	Urban Forester		
Date of Review:	11/21/25		
Submittal No.:	3		

A. LANDSCAPING PLAN:	
1.	Per Section 98-81 (h)(2) mitigation, once determined, may be achieved in two ways: (1) the applicant may plant additional trees on the site to satisfy this requirement or (2) for trees that cannot be mitigated on-site, the applicant will have to pay into the Tree Preservation Trust Fund. Communicate on the planting plans which mitigation option is going to be utilized (can be a combination of the two options). Mitigation is to be 1.5 times canopy per section 98-81 (h)2 (e); for palms or trees not mitigated on-site, pay into the Tree Preservation fund at a rate of \$200 for every 3 inches Diameter at Breast Height (DBH). Note that existing or proposed trees cannot be used to meet this requirement. Provide a tree disposition chart of existing trees to be removed, showing height, spread, condition (in percentage), and DBH. Add a column for mitigation calculations.
1.a	Comment addressed 9.12.25.
2	Per Section 98-80 (e)(12), show light poles and their offset. Move proposed trees/palms accordingly. Note that light poles may also exist in the swale.
2.a	Comment addressed 9.12.25.
3.b	Comment addressed 11.21.25.
4.	Per Section 98-80 (k)(9), 50% of the required trees and palms are to be native.
4.a	Comment addressed 9.12.25.
5.	Per Section 98-80 (k)(9), 50% of the required shrubs and groundcovers are to be native.
5.a	Comment addressed 9.12.25.
6.	Add spread to all plant specifications per Section 98-80 (k). Note that no plant shall have a gap of more than 6" at planting unless it is Clusia, Firebush, or Cocoplum.
6.a	Comment addressed 9.12.25.
7.	Indicate a consistent landscape area on the site plan chart as on the landscape plan LA-1. Additional comments may follow.
7.a	Comment addressed 9.12.25.
8.	Add native and drought tolerance columns to the plant list on sheet LP-1.
8.a	Comment addressed 9.12.25.

Development Plan Application Comments

9.	Change the condition column on the tree disposition chart on sheet LA-2 for condition percentages.
9.a	Comment addressed 9.12.25.
10.	Per Section 98-80(e)(7) and (e)(9), interior islands are calculated cumulatively, therefore $46/10 = 5$ islands. Add one additional island.
10.a	Comment not addressed. Add two additional islands and two trees.
10.b	Comment addressed 11.21.25.
11.	Increase the size of the terminal and interior islands to a minimum of 11 feet in width, including Type "D" curb, per Section 98-80 (e)(8) and (9).
11.a	Comment addressed 9.12.25.
12.	Per Section 98-80 (e) (10), divider medians are to be a minimum of 11 feet in width, including Type "D" curb.
13.a	Comment addressed 9.12.25.
13.	Appraisals are required for specimen trees (18 inches DBH or more and in good condition (60% or better)) using the Trunk Method outlined in 'The Guide for Plant Appraisal,' 9th Edition;
13.a	Comment addressed 9.12.25.
14.	20% of the required trees are to be flowering. Revise plans to meet or exceed the code.
14.a	Comment addressed 9.12.25.
15.	Add overhead and underground utilities to the plans.
15.a	Comment addressed 9.12.25.
16.	Choose FPL-approved trees within 30' of powerlines.
16.a	Comment addressed 9.12.25.
17.	Remove trees #19 and #20 and any other trees
17.a	Comment addressed 9.12.25.
	<u>New Comments: 9.12.25</u>
18.	Identify the trees on the planting plan used to satisfy the mitigation. Note that required trees cannot be used to fulfill the mitigation requirement.
18.a	Comment addressed 11.21.25.
19.	Trees with more than 25% of the root ball removed/ adversely impacted by construction are to be removed and mitigated. Trees numbered 20, 23, and 5 are therefore candidates for removal.
19.a	Comment addressed 11.21.25.
20.	Add tree numbers to the landscape plan, LA-1 for the existing trees that remain.
20.a	Comment addressed 11.21.25.
21.	Identify and approximately quantify the existing shrubs to remain.
21.a	Comment addressed 11.21.25.
22.	Per Section 98-80 (e)(2), add 5 feet to the right-of-way buffer to the SW area of the site to make it the required 10 feet wide.
22.a	Comment addressed 11.21.25.
23.	Per Section 98-80 (e)(2), add 1.5 feet to the south perimeter buffer to make it the required 5 feet minimum.
23.a	Comment addressed 11.21.25.
24.	Change Plumeria to an evergreen tree species on the south perimeter buffer. This tree should be a tree with a columnar form to minimize encroachment.
24.a	Comment addressed 11.21.25.
25.	Per Section 98-80 (e) (11), add 20 shrubs for each terminal and interior island.
25.a	Comment addressed 11.21.25.

Development Plan Application Comments

26.	Any plant material below a 60% condition rating shall be removed. Revise the mitigation calculation accordingly and note the amount of mitigation on the plan and how it is satisfied. Note that required trees and palms cannot be used to satisfy this requirement.
26.a	Comment addressed 11.21.25.



DEVELOPMENT REVIEW COMMITTEE

Project Name:	ORTHODOX CATHEDRAL	Application No.:	88-CF-14
Reviewer Name:	CAPT. MIKE HEFFERON		
Department / Division:	FIRE PREVENTION BSO		
Position:	CAPTAIN		
Date of Review:	11/17/2025		
Submittal No.:	3		

A. APPLICATION / GENERAL COMMENTS:

1.	A complete set of permitted plans must be submitted for review and approval prior to all construction. All permitted plans must document on plans that a certificate of occupancy shall not be issued until the AHJ determines that the building is in compliance with section 118 (TWO WAY RADIO ENHANCEMENT SYSTEM) with Broward County Local Amendments to the Florida Fire Prevention Code 7TH Ed., NFPA 1-Fire Code, Florida Edition 2018, NFPA 101-Life Safety Code, Florida Edition 2018. ADDRESSED
2.	PROVIDE A HYDRANT FLOW TEST TO DETERMINE THE AVAILABLE WATER SUPPLY TO THIS PROJECT AND SHALL BE PREPARED BY A PROFESSIONAL ENGINEER BASED ON THE FLORIDA FIRE PREVENTION CODE 8TH EDITION (NFPA 1 18.4.5.3 BUILDINGS OTHER THAN 1 AND 2 STORY RESIDENTIAL BUILDINGS) A FIRE HYDRANT FLOW TEST SHALL BE CONDUCTED BEFORE ANY BUILDING PERMIT CAN BE ISSUED AND/OR ANY VERTICAL RISE OF THIS PROJECT CAN BEGIN. ADDRESSED

B. SITE PLAN:

1.	DEMONSTRATE TURNING RADIUS OF 38FT INSIDE AND 50FT OUTSIDE RADIUS WITH A CLEAR SWEEP OF 12 FT OF DRIVE AISLE FOR ALL FIRE DEPT ACCESS
1A	NOT ADDRESSED CIVIL PLAN C-101 NOT PROVIDED
1B	ADDRESSED
2.	"NO PARKING" SIGNAGE, PAINTED CURBS AND/OR FIRE LANE STRIPPING REQUIRED FOR FIRE LANES, FIRE DEPT ACCESS ROADS AND IN FRONT OF FIRE DEPT CONNECTIONS
2A	ADDRESSED

Development Plan Application Comments

3.	A SINGLE EXTERIOR DOOR PROVIDING ACCESS TO THE INTERIOR OF ANY BUILDING MUST BE LOCATED WITHIN 50 FT OF A FIRE DEPT ACCESS ROAD
3A	ADDRESSED
4.	HYDRANTS SPACING SHALL NOT EXCEED 350FT LINEAR SEPERATION (AS THE FIRE APPARATUS DRIVES) ONLY 1 FIRE HYDRANT IS ONLY ON PLAN.
4A	ADDRESSED
5.	FIRE ALARM SHALL BE INSTALLED IF AN OCCUPANT LOAD EXCEEDS 300 PEOPLE FOR AN EXISTING ASSEMBLY
5A	ADDRESSED



DEVELOPMENT REVIEW COMMITTEE

Project Name:	Orthodox Cathedral Major Site Plan	Application No.:	88-CF-14
Reviewer Name:	Alfonso Orellana		
Department / Division:	Environmental Services		
Position:	Plans Reviewer		
Date of Review:	09/17/25		
Submittal No.:	2		

A. Site Plan:	
1.	Per Sec. 98-13. (j)(ii) - Requirements for development review—Development plan submittal, provide “Preliminary flood routing and water quality calculations supporting the surface water management elements...”
1.a	Comment Addressed
2.	Per City of Deerfield Beach Ordinance Section 98-19(5) of the Land Development Code, the fronting Local Roads, SE 14 th Place, SE 2 nd Terrace and SE 3 rd Avenue, requires a Right-Of-Way dedication of 5 Ft. to meet the ultimate 60 Ft. wide Right-Of-Way. However, after due consideration and understanding the Major Site Plan overall impact on redevelopment, we can accept a 5 Ft. Public Easement instead. Please, revise your Boundary Survey to remove references to “Right-Of-Way Takings” and change to Proposed Public Easement if a reference must be made on the document. A Dedication and Sketch and Legal must be provided to our office for review in the course of the DRC process.
2.a	Comment Addressed



DEVELOPMENT REVIEW COMMITTEE

Project Name:	Orthodox Cathedral Major Site Plan	Application No.:	88-CF-14
Reviewer Name:	Alfonso Orellana		
Department / Division:	Environmental Services		
Position:	Plans Reviewer		
Date of Review:	09/17/25		
Submittal No.:	2		

A. Conceptual Engineering:

1.	Per Sec. 98-13. (j)(ii) - Requirements for development review—Development plan submittal, provide “Preliminary flood routing and water quality calculations supporting the surface water management elements...”
1.a	Comment Addressed
2.	Per City of Deerfield Beach Ordinance Section 98-19(5) of the Land Development Code, the fronting Local Roads, SE 14 th Place, SE 2 nd Terrace and SE 3 rd Avenue, requires a Right-Of-Way dedication of 5 Ft. to meet the ultimate 60 Ft. wide Right-Of-Way. However, after due consideration and understanding the Major Site Plan overall impact on redevelopment, we can accept a 5 Ft. Public Easement instead. Please, revise your Boundary Survey to remove references to “Right-Of-Way Takings” and change to Proposed Public Easement if a reference must be made on the document. A Dedication and Sketch and Legal must be provided to our office for review in the course of the DRC process.
2.a	Comment Addressed

B.

ADVISORY COMMENTS:	
1.	Provide copies of all permits from agencies having jurisdiction at the time of Engineering Permit Application, including, but not limited to Broward County EPGMD.

Conceptual Engineering Comments

2.	All work in public right-of-way shall be done in strict compliance with the rules and regulations of the City of Deerfield Beach Code of Ordinances, Manual on Uniform Traffic Control Devices, the Occupational Safety and Health Administration, the Americans with Disabilities Act, AASTHTO "Green Book", Broward County and FDOT. Civil Engineering Plans must include, as applicable, the following: a. Demolition Plan b. Stormwater Pollution Prevention Plan/ E&SC Plan c. Paving, Grading and Drainage Plans and Details d. Water and Sewer Standard Details e. Pavement Markings and Signing plan in accordance with the MUTCD latest edition
3.	DAMAGE BY CONTRACTOR A. The Contractor shall protect from damage by construction operations, all public streets sidewalks, landscape, irrigation, signage, striping, pavements, including all base courses and surface courses, that abuts the work area. B. Any sidewalk, base course or surface course beyond those limits, damaged as a result of the Contractor's operation, shall be restored in accordance with prevailing applicable professional standards, to the satisfaction of the City of Deerfield Beach, and to the satisfaction of any other governing authority having jurisdiction over the work area. C. Any damage to adjacent lanes of pavement will require the Contractor to resurface the entire lane width for a length, as approved by the City of Deerfield Beach. When the damage amounts to 25 percent or more in any one block (approximately 600 feet), the Contractor shall resurface the entire width of the lanes in which the damage occurred for the entire block. D. The Contractor is hereby notified that wherever the line for repaving for trenches extends one foot into the edge of the existing paving, he shall repave to this edge only. Full lane paving will not be required. Damage to the pavement beyond this line by the Contractor will require that he repave the full width.
4.	Prior to issuance of a Certificate of Occupancy, all applicable Water and Sewer connection fees will be paid as stipulated in the City of Deerfield Beach Code Sections 70-132 and 70-75.

Development Plan Application Comments



DEVELOPMENT REVIEW COMMITTEE

Project Name:	Orthodox Cathedral Major Site Plan	Application No:	88-CF-14 (Formerly 88-CF-13)
Reviewer Name:	Cesar E. Osegueda		
Department / Division:	Sustainable Management		
Position:	Code Compliance Spec.		
Date of Review:	03/31/2025		
Submittal No:	Submittal 1		

A. RECYCLING & SOLID WASTE DIVISION:

1.	The above Site Plan Application, located at 1416 SE 2nd Terrace, Deerfield Beach FL 33441, has been reviewed by the Sustainable Management Dept. (Recycling and Solid Waste Division) and was found to be Acceptable as it relates to collection services and location of Recycling/Solid Waste Receptacles. For recycle and solid waste collection, the carts should be located the night before of the day of service on the curbside of SE 2nd Terrace. The collection and days of service will be scheduled by the Solid Waste and Recycling Division of the City of Deerfield Beach.



DEVELOPMENT PLAN APPLICATION

8/22/25

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

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

PROJECT INFORMATION:

TYPE OF REQUEST (check all that apply)

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

Project Name: Resurrection Orthodox Cathedral

Property Owner: Resurrection Orthodox Cathedral Inc.

Applicant (if different from Owner): _____

Agent (if different from Owner/Applicant): Crain Atlantis Inc.

Address of Property: 1416 Southeast 2nd Terrace, Deerfield Beach, FL 33441

Legal Description of Property (lot, block, tract, subdivision): Lots 1, 2, 3, 4, 7, 8, 9 and 10, Block 14,

Fairlawn First Addition According to the Map or Plat Thereof as Recorded in Plat Book 43, Page 31 Public Records of Broward County, Florida. The proposed work is to improve the two existing structures on the site. The Cathedral and adjacent Parish Hall; and to **Description of Project:** increase the size of both buildings with the Cathedral extension taking place at a future date.

Enhancement of the grounds is included in the project. The structures renovations and expansions are planned to take place in two phases. Phase 1 entails remodel of the exterior and interior spaces at both buildings and site improvements. Phase 2 calls for expansion of the Cathedral Sanctuary at a later date.

New Development (Y/N):	<u>N</u>	Modification to Existing Development (Y/N):	<u>Y</u>
Zoning District:	<u>CF</u>	Future Land Use Category:	<u>Community Facility</u>
Existing Use:	<u>Church</u>	Proposed Use:	<u>Same as current</u>
Lot Area (acres):	<u>57,659.84 SF.</u>	Number of Dwelling Units (proposed):	<u>N/A</u>
Sq. Ft. of Structure (existing):	<u>Hall 5,145 sqft</u>	Sq. Ft. of Structure (proposed):	<u>Additional Hall 1,044 sqft</u>
	<u>Cathedral 3'049 sqft</u>		<u>Additional Cathedral 2,596 sqft</u>

Agent Signature:

Name Printed: Albert Capellini

Address: 1193 W Newport Center Dr.
Deerfield Beach, FL 33442

Telephone: 954-917-0411

Email: acapellini@crainatlantis.com

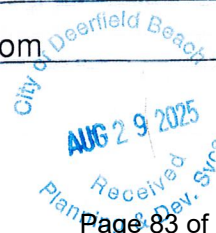
Owner Signature:

Name Printed: Alex Lukianov

Address: 3567 S Ocean Blvd.
Highland Beach, FL 33487

Telephone: 858-204-7833

Email: lukpartners@gmail.com





DISCLOSURE AFFIDAVIT

The City of Deerfield Beach requires all applicants, and persons and/or entities doing business with the City, to disclose any potential for or conflict of interest as stated below. Per Ordinance No. 2009/006 of the City of Deerfield Beach, the adopted Ethics Code contains the following:

Section 5. Disclosure and Behavior Requirements of Applicants and Persons/Entity seeking a City contract or currently doing business with the City.

Any applicant for a land use change or development permit requiring approval of the City Commission, or any person/entity seeking a City contract through a request for proposal, request for qualification, or sealed bid process (all referred to as applicant):

- A. Shall not induce, attempt to offer, solicit or knowing assist any person in violating the Ethics Code.
- B. All applicants shall include the following with their application, proposal, or bid:

(Attach additional sheets as needed for each item.)

1. A listing of all campaign contributions to sitting City Commissioners in the past four (4) years, as well as contributions of all officers, directors, shareholders of a corporation if the application is a corporation, or partners if the applicant is a partnership, or members, whether general or limited, if it is a limited liability company.

NONE

2. Disclose all those items that a regulated officer is required to disclose concerning any conflict, whether actionable or non-actionable.

NONE

3. Disclose any action that is a violation of the Ethics Code by a regulated office (in reference to the application) with the applicant and/or the applicant's agents, and what was done to rectify the violation (for example: if a gift was given, when demand was made for return of the gift.)

NONE

4. An applicant shall fully, completely, accurately, and not misleadingly report and file all disclosures required by this Ethics Code, and shall fully, completely, accurately, and not misleadingly make all disclosures referenced in this Ethics Code and not omit material information, and/or file misleading and/or deceitful information in the disclosure.
5. An applicant has a continuing duty to report any violation of this Ethics Code related to their application.
6. Failure to disclose in compliance with this Section shall be a violation of this Ethics Code and shall be grounds for the City Commission to void or rescind any approval or contract.

C. No applicant shall, directly or indirectly, induce, encourage, or aid anyone to violate any provision of this Code.

I, A. CAPELLINI, have received a copy of the ordinance and understand the ordinance requirements.

Applicant

[Signature]
Signature

12/19/2025
Date

SWORN TO AND SUBSCRIBED Before me by means of ☒ physical presence or ☐ online notarization, this 19 day of December, 2025 by

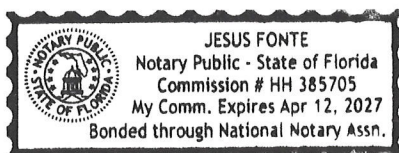
Albert Capellini

(Affiant), who is personally

known to me or has produced _____ identification.

My commission expires: April 12, 2027

Commission No.: HH 385705



[Signature]
(Signature of Notary Public - State of Florida)

Jesus Fonte

(Print, Type, or Stamp Commissioned Name of Notary Public)



DISCLOSURE AFFIDAVIT

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- A. Shall not induce, attempt to offer, solicit or knowing assist any person in violating the Ethics Code.
- B. All applicants shall include the following with their application, proposal, or bid:

(Attach additional sheets as needed for each item.)

- 1. A listing of all campaign contributions to sitting City Commissioners in the past four (4) years, as well as contributions of all officers, directors, shareholders of a corporation if the application is a corporation, or partners if the applicant is a partnership, or members, whether general or limited, if it is a limited liability company.

NONE - NOT APPLICABLE

- 2. Disclose all those items that a regulated officer is required to disclose concerning any conflict, whether actionable or non-actionable.

NOT APPLICABLE - NONE

- 3. Disclose any action that is a violation of the Ethics Code by a regulated office (in reference to the application) with the applicant and/or the applicant's agents, and what was done to rectify the violation (for example: if a gift was given, when demand was made for return of the gift.)

NONE - NOT APPLICABLE

4. An applicant shall fully, completely, accurately, and not misleadingly report and file all disclosures required by this Ethics Code, and shall fully, completely, accurately, and not misleadingly make all disclosures referenced in this Ethics Code and not omit material information, and/or file misleading and/or deceitful information in the disclosure.
5. An applicant has a continuing duty to report any violation of this Ethics Code related to their application.
6. Failure to disclose in compliance with this Section shall be a violation of this Ethics Code and shall be grounds for the City Commission to void or rescind any approval or contract.

C. No applicant shall, directly or indirectly, induce, encourage, or aid anyone to violate any provision of this Code.

I, ALEX LUKIANOV, have received a copy of the ordinance and understand the ordinance requirements.

Applicant

[Signature]

Signature

12-22-25

Date

SWORN TO AND SUBSCRIBED Before me by means of ☒ physical presence or ☐ online

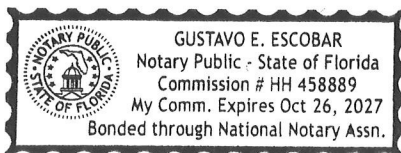
notarization, this 22nd day of December, 2025 by

ALEX LUKIANOV (Affiant), who is personally

known to me or has produced Fl driver license identification.

My commission expires: 10-26-2027

Commission No.: HH 458889



[Signature]
(Signature of Notary Public - State of Florida)

Gustavo E Escobar
(Print, Type, or Stamp Commissioned Name of Notary Public)

**ADVISORY
COUNCIL
MEMBERS**

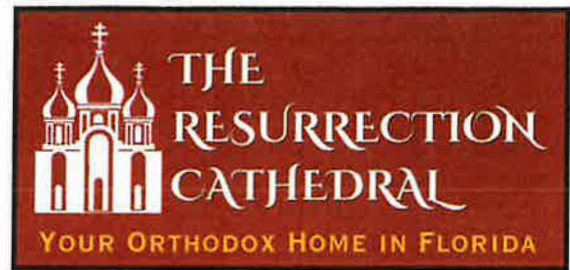
**METROPOLITAN
NICHOLAS,
CHAIRMAN**

**ALEXIS V
LUKIANOV,
VICE CHAIRMAN**

**VERY REV
YAROSLAV
LUTOSHKIN,
ASST. RECTOR**

**ALEXANDER V.
LEVITSKY,
ARCHITECT**

**TATIANA
ZACHARIN-
GERINGER,
DEVELOPMENT**



**A PROJECT OF ST. LUKE THE BLESSED SURGEON
RUSSIAN ORTHODOX CHURCH**

**Letter of Authorization
August 25, 2024**

The Parish Council of Saint Luke the Blessed Surgeon, in agreement with the Resurrection Orthodox Cathedral ("ROC") Advisory Council, have engaged the **Crain Atlantis, Inc**, for Professional Engineering and Architectural Services in the renovation of the ROC property.

The ROC is located at 1416 SE 2nd Terrace, Deerfield Beach, FL, which consists of two structures, the Cathedral and adjacent Hall. Both structures will be part of Crain's engineering services.



Alexis Lukianov
President - St Luke the Blessed Surgeon Church and
Resurrection Orthodox Cathedral, Inc

The Resurrection Orthodox Cathedral

Development Plan Submittal

Narrative

The Resurrection Orthodox Cathedral formerly named Saint Luke The Blessed Surgeon Russian Orthodox Church, Inc. is located at 1416 SE 2nd Terrace, Deerfield Beach, FL 33441.

Project Description:

The scope of the proposed work is to improve the two existing structures on the site, the Cathedral and adjacent Parish Hall, and to increase the size of both buildings with the Cathedral extension taking place at a future date. Enhancement of the grounds are included in the project. The structures renovations and expansions are planned to take place in two phases. Phase 1 entails remodel of the exterior and interior spaces at both buildings and site improvements. Phase 2 calls for expansion of the Cathedral Sanctuary at a later date.

Resurrection Orthodox Cathedral
Order of Service and Business Model
8/18/2025

The proposed cathedral named The Resurrection Orthodox Cathedral is to be located at 1416 SE 2nd Terrace in Deerfield Beach, Florida. The site was previously used for religious services with two buildings supporting the services and its congregation during that time.

The new congregation leadership proposes a reuse of the existing site and the existing buildings.

In the tradition of the Russian Orthodox religion, the Resurrection Orthodox Cathedral Order of Service is typically as follows.

Services will take place routinely on Saturday evenings (vigil) and Sunday mornings (liturgy).

Additionally, services are held on weekday mornings and evenings during feast holidays

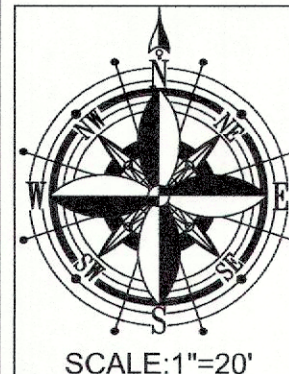
(approximately one hundred services per year). All the services typically last about two hours.

Attendance is expected in the range of eighty people. What is unique about the Orthodox Church is that no sitting is provided except for the infirm and elderly. Instead, people move about the church during the service.

The expansion of the Altar area in Phase 2 of the construction, will be utilized by very few clergy members not exceeding six individuals.

Following routine Sunday and feast services, parishioners would utilize the Hall for fellowship gatherings, sometimes meals. The people attending the services will subsequently be the same as in the Hall. The two buildings will not be occupied at the same time on any given day.





Aerial Photograph
May not show latest improvements - Not-to-Scale



TOPOGRAPHY

1' = 20' TOPOGRAPHIC ELEVATIONS

PROPERTY ADDRESS
1416 SOUTHEAST 3rd TERRACE,
DEERFIELD BEACH, FL 33441

LEGAL DESCRIPTION
LOTS 1, 2, 3, 4, 7, 8, 9 AND 10,
BLOCK 14, FAIRLAWN FIRST
ADDITION ACCORDING TO THE
MAP OR PLAT THEREOF AS
RECORDED IN PLAT BOOK 43,
PAGE 31, PUBLIC RECORDS OF
BROWARD COUNTY, FLORIDA.

FLOOD INFORMATION
ZONE "X"
MAP PANEL 1201/1201M
EFFECTIVE DATE: 07/31/2024

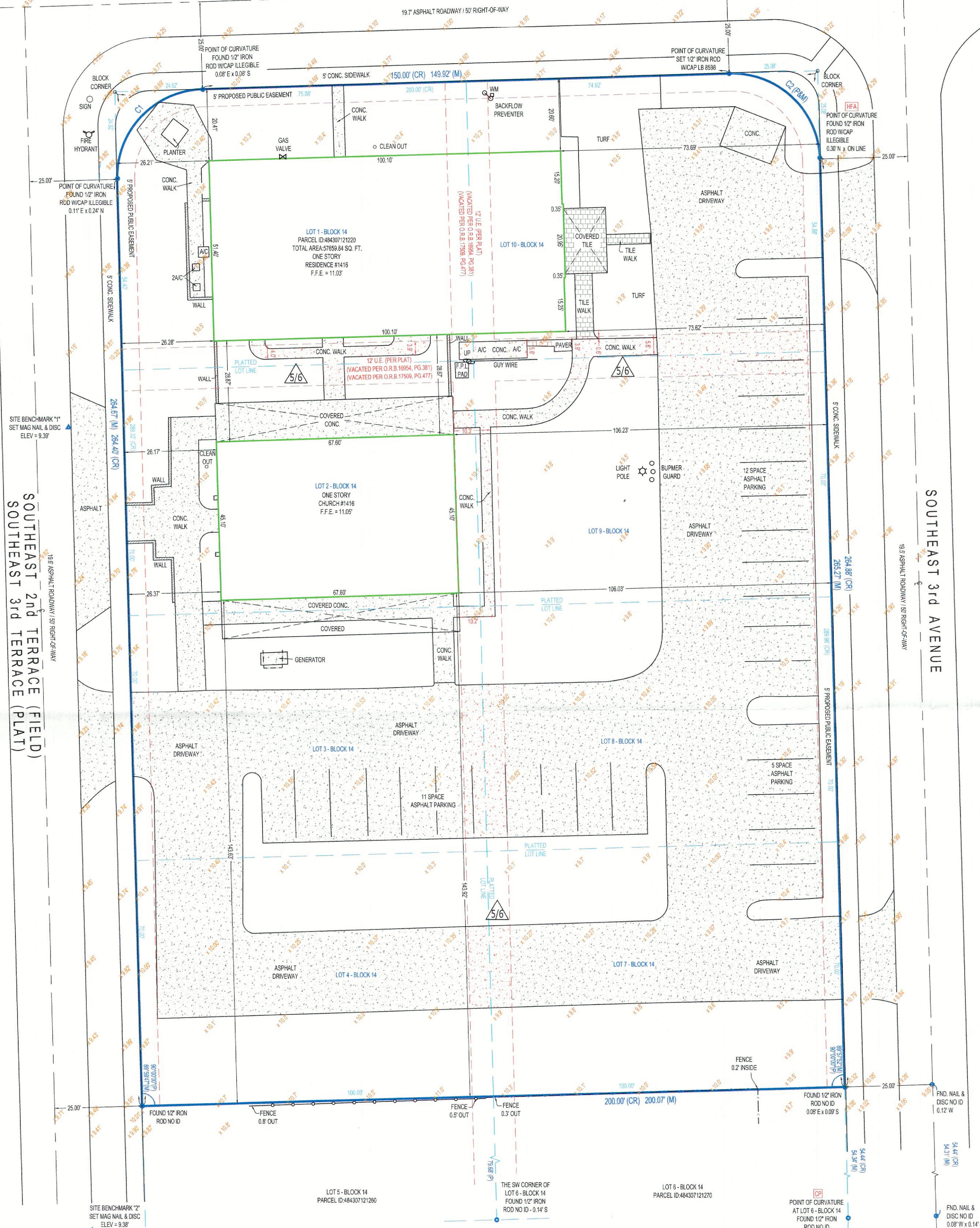
CERTIFIED TO
ALEXANDER MILAS

	CURVE TABLE			
	LENGTH	RADIUS	DELTA	CHORD
C1/P1	38.17	25.00	89°48'50"	35.39
C1/W1	38.17	25.00	89°48'40"	35.85
C2	36.35	25.00	89°11'03"	35.47

ACREAGE:
GROSS: 57668.84
NET: 53909.99

SOUTHEAST 14th PLACE (FIELD) / SOUTHEAST 15th STREET (PLAT)

BOUNDARY SURVEY



SCHEDULE 8-B TITLE COMMITMENT REVIEW FINDINGS PER TITLE COMMITMENT ISSUED BY ATTORNEYS TITLE FUND SERVICES, LLC., FUND FILE NUMBER 1480771, AGENTS FILE REFERENCE: 2024-10, EFFECTIVE DATE OF SEARCH: JANUARY 28, 2024 AT 11:03 PM - PREPARED DATE: FEBRUARY 01, 2024.

ITEM NO.	COMMENTS
1	RESTRICTIONS/EASEMENTS ANY DEFECT, LIEN, ENCUMBRANCE, ADVERSE CLAIM, OR OTHER MATTER THAT APPEARS FOR THE FIRST TIME IN THE PUBLIC RECORDS OR IS CREATED, ATTACHED, OR IS DISCLOSED BETWEEN THE COMMITMENT DATE AND THE DATE ON WHICH ALL OF THE SCHEDULE 8, PART I - REQUIREMENTS ARE MET (NOT A SURVEY MATTER HEREON)
2	STANDARD EXCEPTIONS
A	GENERAL OR SPECIAL TAXES AND ASSESSMENTS REQUIRED TO BE PAID IN THE YEAR 2024 AND SUBSEQUENT YEARS. (NOT A SURVEY MATTER HEREON)
B	RIGHTS OR CLAIMS OF PARTIES IN POSSESSION NOT RECORDED IN THE PUBLIC RECORDS. (NOT A SURVEY MATTER HEREON)
C	ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE THAT WOULD BE DISCLOSED BY AN INSPECTION OR AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND AND INSPECTION OF THE LAND. (SHOWN HEREON)
D	EASEMENTS OR CLAIMS OF EASEMENTS NOT RECORDED IN THE PUBLIC RECORDS. (NOT A SURVEY MATTER HEREON)
D	ANY LIEN, OR RIGHT TO A LIEN, FOR SERVICES, LABOR OR MATERIAL FURNISHED, IMPOSED BY LAW AND NOT RECORDED IN THE PUBLIC RECORDS. (NOT A SURVEY MATTER HEREON)
3	ANY OWNER'S POLICY ISSUED PURSUANT HERETO WILL CONTAIN UNDER SCHEDULE 8 THE FOLLOWING EXCEPTION: ANY ADVERSE OWNERSHIP CLAIM BY THE STATE OF FLORIDA BY RIGHT OF SOVEREIGNTY TO ANY PORTION OF THE LAND INSURED HEREUNDER, INCLUDING SUBMERGED, FILLED AND ARTIFICIALLY EXPOSED LANDS, AND LANDS ACQUIRED TO SUCH LANDS. (NOT A SURVEY MATTER HEREON)
4	ANY LIEN PROVIDED BY COUNTY ORDINANCE OR BY CHAPTER 186, F.S., IN FAVOR OF ANY CITY, TOWN, VILLAGE OR PORT AUTHORITY, FOR IMPROVEMENTS, SERVICES OR SERVICES BY ANY WATER SYSTEMS, SEWER SYSTEMS OR GAS SYSTEMS SERVING THE LAND DESCRIBED HEREIN, AND ANY LIEN FOR WASTE FEES IN FAVOR OF ANY COUNTY OR MUNICIPALITY. (NOT A SURVEY MATTER HEREON)
5	ALL MATTERS CONTAINED ON THE PLAT OF FAIRLAWN FIRST ADDITION, AS RECORDED IN PLAT BOOK 43, PAGE 31, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. (SHOWN HEREON)
6	ORDINANCE NO. 1985-089 RECORDED IN O.R. BOOK 18854, PAGE 381 AND O.R. BOOK 17506, PAGE 477, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. (NOT A SURVEY MATTER HEREON)
7	AGREEMENT RECORDED IN O.R. BOOK 30331, PAGE 1430, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. (NOT A SURVEY MATTER HEREON)
8	POINTS OF THE LESSEES UNDER UNRECORDED LEASES (NOT A SURVEY MATTER HEREON)
LEGEND	
DENOTES EXCEPTION NUMBER, IF IT EFFECTS AND IS PLOTTABLE.	

Surveyors Certificate

I HEREBY CERTIFY THAT THIS SURVEY MEETS THE STANDARDS OF PRACTICE AS OUTLINED IN CHAPTER 54-17.001 & 54-17.002 OF THE FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND THAT THE ELECTRONIC SIGNATURE AND SEAL (IF APPLIED) HEREON MEETS PROCEDURES AS SET FORTH IN CHAPTER 54-17.002, PURSUANT TO SECTION 472.025, FLORIDA STATUTES.
DATE OF PLAT OR MAP:

Digitally signed
by Pablo A
Alvarez
Date: 2025.10.21
11:06:24 -04'00'

SIGNED: DATE: 10-21-2025
PABLO ALVAREZ - PROFESSIONAL SURVEYOR AND MAPPER FLORIDA REGISTRATION NO. 7274 (NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OR THE ELECTRONIC SEAL (IF APPLIED) OF THE FLORIDA LICENSED SURVEYOR AND MAPPER SHOWN ABOVE)

Surveyor's Notes

- THIS SURVEY IS BASED UPON RECORD INFORMATION PROVIDED BY CLIENT. NO SPECIFIC SEARCH OF THE PUBLIC RECORD HAS BEEN MADE BY THIS OFFICE UNLESS OTHERWISE NOTED.
- ANY FENCES SHOWN HEREON ARE ILLUSTRATIVE OF THEIR GENERAL POSITION ONLY. FENCE TIES SHOWN ARE TO GENERAL CENTERLINE OF FENCE. THIS OFFICE WILL NOT BE RESPONSIBLE FOR DAMAGES RESULTING FROM THE REMOVAL OF, OR CHANGES MADE TO, ANY FENCES UNLESS WE HAVE PROVIDED A SURVEY SPECIFICALLY LOCATING SAID FENCES FOR SUCH PURPOSES.
- GRAPHIC REPRESENTATIONS MAY HAVE BEEN EXAGGERATED TO MORE CLEARLY ILLUSTRATE MEASURED RELATIONSHIPS - DIMENSIONS SHALL HAVE PRECEDENCE OVER SCALED POSITIONS.
- UNDERGROUND IMPROVEMENTS HAVE NOT BEEN LOCATED EXCEPT AS SPECIFICALLY SHOWN.
- ELEVATIONS ARE BASED UPON NATIONAL GEODETIC VERTICAL DATUM (N.G.V.D. 1929) OR NORTH AMERICAN VERTICAL DATUM (N.A.V.D. 1988) AS SHOWN HEREON.
- ALL BOUNDARY AND CONTROL DIMENSIONS SHOWN ARE FIELD MEASURED AND CORRESPOND TO RECORD INFORMATION UNLESS SPECIFICALLY NOTED OTHERWISE.
- ANY CORNERS SHOWN AS "SET" HAVE EITHER BEEN SET ON THE DATE OF FIELD WORK, OR WILL BE SET WITHIN 1-2 WEEKS OF SAID DATE AND ARE IDENTIFIED WITH A CAP MARKED LB (LICENSED BUSINESS) #6907.
- UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR DIGITAL SEAL OF A FLORIDA LICENSED SURVEYOR OR MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSE ONLY AND IS NOT VALID.
- ALL DATES SHOWN WITHIN THE REVISION BLOCK HEREON ARE FOR INTEROFFICE FILING USE ONLY AND IN NO WAY AFFECT THE DATE OF THE FIELD SURVEY STATED HEREIN, UNLESS OTHERWISE NOTED.
- BEARINGS FOLLOWED BY A (M) HAVE BEEN COLLECTED IN FIELD AND ARE IN STATE PLANE (GRID) BEARING BASIS.

Elevations, if shown: Benchmark: AD2595 Benchmark Elev: 1076' Benchmark Datum: N.A.V.D.88 Elevations on Drawing are in: N.G.V.D.29 ☐ OR N.A.V.D.88 ☐

"CP" = CONTROLLING POINT (POINT OF ROTATION) "HFA" = HELD FOR ALIGNMENT ALL OTHER MONUMENTATION AND IMPROVEMENTS RELATIVE THERETO

Platted Easements, Notable or Adverse Conditions (unplatted easements also listed if provided by client); IF APPLICABLE, RECIPIENTS OF THIS SURVEY SHOULD REVIEW THE POSITION OF ANY FENCE LINES SHOWN HEREON AND THEIR RELATIONSHIP TO THE BOUNDARY LINE
- 6' U.E. EXTENDS THROUGH SUBJECT LOT.
- ASPHALT DRIVEWAY, ASPHALT PARKING, CONCRETE WALK, PAVEMENT SURFACE, WALL, AC PADS AND TILE WALK EXTENDS THROUGH THE EASTERLY 1/8 U.E.
- CONCRETE WALK CROSSES THE BOUNDARY LINE ON WESTERLY AND NORTHERLY SIDE OF LOT SHOWN.

Bearing Basis

NONE. RECORD INFORMATION RELIANT UPON ANGULAR DATA ONLY.
ALL ANGULAR DATA SHOWN HEREON REFERENCED THERETO.

Symbols (Some items in legend may not appear on drawing - Not to Scale)

UTILITY POLE	WELL	HANDICAP SPACES
LIGHT POLE	CENTER LINE	TEMPORARY SITE BENCHMARK
CATCH BASIN	PARTY WALL	SEC. QTR. CORNER
FIRE HYDRANT	AIR CONDITIONER	ELEV. SHOT
MANHOLE	SEPTIC LID	SECTION CORNER
WATER VALVE		
WATER METER		

Line types

BOUNDARY	
BUILDING	
EASEMENT	
CHAIN LINK FENCE	X
WOOD FENCE	#
PLASTIC FENCE	
OVERHEAD	I

Abbreviation Legend (Some items in legend may not appear on drawing)

A OR AL = ARC LENGTH	F.F.E. = FINISHED FLOOR ELEV.	POC = POINT OF COMPOUND CURVATURE	QTR = QUARTER
CA = CENTRAL ANGLE	FIR = FOUND IRON ROD	PH = POOL HEATER	ROW = RIGHT OF WAY
CATV = CABLE TV RISER	FN = FOUND NAIL	PI = POINT OF INTERSECTION	SEC = SECTION
CH = CHORD DISTANCE	FND = FOUND	RK = PARKER KAELOIN	TR = TELEPHONE RISER
CONC. = CONCRETE	G.F.F.E. = GARAGE FINISHED FLOOR ELEV.	R = RADIUS	TWP = TOWNSHIP
CR = CALCULATED FROM RECORD	L = LEGAL DESCRIPTION	POB = POINT OF BEGINNING	UE = UTILITY EASEMENT
DC = DRAINAGE EASEMENT	M = MEASURED	POC = POINT OF COMMENCEMENT	UP = UTILITY POLE
EL OR ELEV = ELEVATION	OH = OVERHEAD CABLE	PP = POOL PUMP	WM = WATER METER
EM = ELECTRIC METER	P = PLAT	PRC = POINT OF REVERSE CURVATURE	WV = WATER VALVE
	PC = POINT OF CURVATURE		FPL = FLORIDA POWER AND LIGHT

Job Number: 224334-CE	Field:
Drawn By: A.C.V.	Date of Field Work: 09/26/2024
Date	Revision
01/24/2025 - RESCALE - V.M.	08/06/2025 - UPDATE - D.C.
02/28/2025 - TOPO - D.C.	08/13/2025 - COMMENTS - A.M.
	10/16/2025 - COMMENTS - A.M.

Printing Instructions

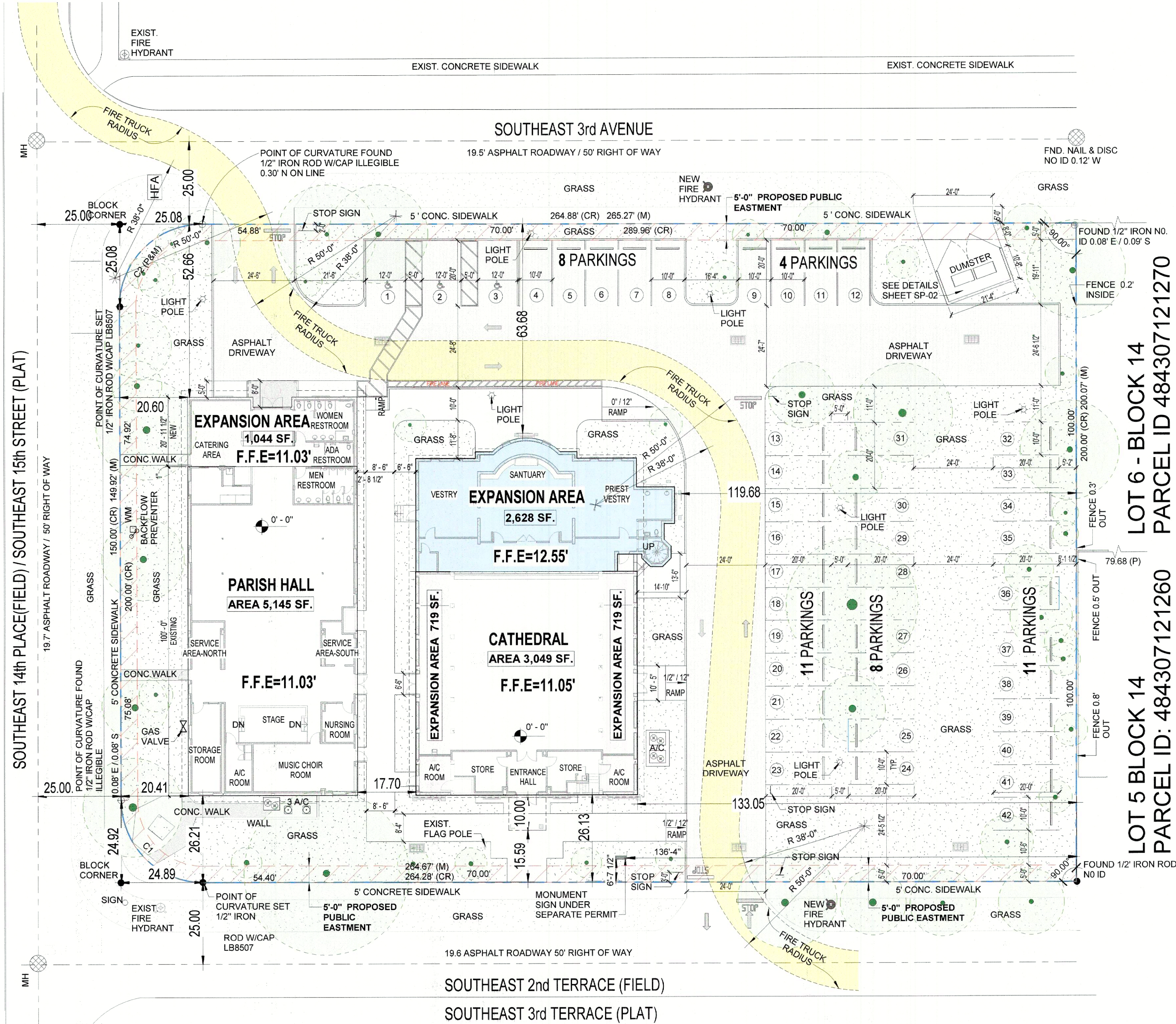
WHEN PRINTING THIS PDF IN ADOBE, SELECT "ACTUAL SIZE" TO ENSURE CORRECT SCALING. DO NOT USE "FIT".

This survey has been issued by the following Landtec Surveying office:
640 US Hwy 1, Suite 330
North Palm Beach, Florida 33408
Office: (561) 210-9344
www.LandtecSurvey.com
Email: Construction@landtecsurveying.com

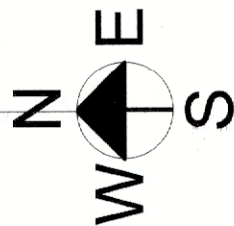
LANDTEC
SURVEYING
and
Lien
LICENSED BUSINESS NO. 8507

SITE DATA						
OWNER/APPLICANT: THE RESURRECTION ORTHODOX CATHEDRAL						
SITE ADDRESS: 1416 SE 2nd TERRACE , DEERFIELD BEACH, FL. 33441						
LEGAL DESCRIPTION: LOT 1,2,3,4,7,8,9,AND 10, BLOCK 14 FAIRLAWN FIRST ADDITION ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 43, PAGE 31, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.	FLOOD ELEVATION ZONE: "X"					
FOLIO / PARCEL ID: # 4843-07-12-1220	ZONNING DESIGNATION: CF = COMMUNITY FACILITY					
SITE AREA : NET ACREAGE SIZE OF PROPERTY 57,659.84 SQ. FT.	BASE FLOOD ELEVATION: 6 FT.					
PRESENT USE OF LAND: CF	BLDG. FLR. FINISH ELEVATION: 11.05' NAVD					
OCCUPANCY CLASSIFICATION: CF	GOVERNING AGENCY: CITY OF DEERFIELD BEACH					
BUILDING TYPE : CB STUCCO / ROOF TRUSSES						
GENERAL NOTES:						
1. SEE LANDSCAPE DRAWINGS FOR LANDSCAPE DESIGN MATERIAL AND LOCATION.						
2. SEE CIVIL DRAWINGS FOR GRADING, STAKING AND UTILITY PLANS.						
3. REFER TO ELECTRICAL AND LANDSCAPE DRAWINGS FOR EXTERIOR BUILDING LIGHTING.						
4. ALL WORK IN PUBLIC RIGHT-OF-WAY SHALL BE DONE IN STRICT COMPLIANCE WITH THE RULES AND REGULATIONS OF THE CITY OF DEERFIELD BEACH CODE OF ORDINANCES, MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION, THE AMERICANS WITH DISABILITIES ACT, AASTHTO "GREEN BOOK", BROWARD COUNTY AND FDOT.						
5. A CERTIFICATE OF OCCUPANCY SHALL NOT BE ISSUED UNTIL THE AHJ DETERMINES THAT THE BUILDING IS IN COMPLIANCE WITH SECTION 118 (TWO WAY RADIO ENHANCEMENT SYSTEM) WITH BROWARD COUNTY LOCAL AMENDMENTS TO THE FLORIDA FIRE PREVENTION CODE 7TH ED., NFPA 1-FIRE CODE, FLORIDA EDITION 2018, NFPA 101-LIFE SAFETY CODE, FLORIDA EDITION 2018.						
DAMAGE BY CONTRACTOR:						
A. THE CONTRACTOR SHALL PROTECT FROM DAMAGE BY CONSTRUCTION OPERATIONS, ALL PUBLIC STREETS SIDEWALKS, LANDSCAPE, IRRIGATION, SIGNAGE, STRIPING, PAVEMENTS, INCLUDING ALL BASE COURSES AND SURFACE COURSES, THAT ABUTS THE WORK AREA.						
B. ANY SIDEWALK, BASE COURSE OR SURFACE COURSE BEYOND THOSE LIMITS, DAMAGED AS A RESULT OF THE CONTRACTOR'S OPERATION, SHALL BE RESTORED IN ACCORDANCE WITH PREVAILING APPLICABLE PROFESSIONAL STANDARDS, TO THE SATISFACTION OF THE CITY OF DEERFIELD BEACH, AND TO THE SATISFACTION OF ANY OTHER GOVERNING AUTHORITY HAVING JURISDICTION OVER THE WORK AREA.						
C. ANY DAMAGE TO ADJACENT LANES OF PAVEMENT WILL REQUIRE THE CONTRACTOR TO RESURFACE THE ENTIRE LANE WIDTH FOR A LENGTH, AS APPROVED BY THE CITY OF DEERFIELD BEACH. WHEN THE DAMAGE AMOUNTS TO 25 PERCENT OR MORE IN ANY ONE BLOCK (APPROXIMATELY 600 FEET), THE CONTRACTOR SHALL RESURFACE THE ENTIRE WIDTH OF THE LANES IN WHICH THE DAMAGE OCCURRED FOR THE ENTIRE BLOCK.						
D. THE CONTRACTOR IS HEREBY NOTIFIED THAT WHEREVER THE LINE FOR REPAVING FOR TRENCHES EXTENDS ONE FOOT INTO THE EDGE OF THE EXISTING PAVING, HE SHALL REPAVE TO THIS EDGE ONLY. FULL LANE PAVING WILL NOT BE REQUIRED. DAMAGE TO THE PAVEMENT BEYOND THIS LINE BY THE CONTRACTOR WILL REQUIRE THAT HE REPAVE THE FULL WIDTH.						
SUSTAINABILITY PRACTICES:						
1. PROGRAMMABLE THERMOSTATS.						
2. CENTRAL AIR CONDITIONER OF 17 SEER OR HIGHER.						
3. ENERGY EFFICIENT (LOW E) WINDOWS. ALL WINDOWS SHALL CONFORM TO THE ENERGY STAR RATING CRITERIA FOR SOUTH FLORIDA AS APPROVED BY THE NFRC (NATIONAL FENESTRATION RATING COUNCIL).						
COMPARABLE SITE DATA						
1 - SUMMARY OF REGULATIONS	REQUIRED	EXISTING	PROPOSED			
NET LOT AREA	-	57,659.84 SF	-			
BUILDINGS AREA	N/A	8,194 SF	13,465.38 SF.			
BUILDING COVERAGE (%)	35 % MAX.	14.21 %	23%			
GROSS ACREAGE * *GROSS REPRESENT TO THE CENTER LINE OF THE ROAD	N/A	77,562.41 SF	77,562.41 SF			
NET ACREAGE	N/A	57,659.84 SF	57,659.84 SF			
MAXIMUM F.A.R. = F.A.R.=TOTAL BUILDING FLOOR AREA GROSS LOT AREA	N/A	N/A	N/A			
MAXIMUM HEIGHT (FEET)	35 FEET	35 FEET	66'-0" FEET			
MAXIMUM HEIGHT (STORIES)	1 STORY / MEZZ.	1 STORY / MEZZANINE	1 STORY / MEZZANINE			
MINIMUM SETBACKS						
MIN. FRONT	25 FEET	26.21 FEET	25 FEET			
MIN. SIDE	10 FEET	20.41 FEET	20.41 FEET			
MIN. REAR	15 FEET	73.62 FEET	47.88 FEET			
2 - SITE LOT COVERAGE	REQUIRED		EXISTING		PROPOSED	
	SQ. FT.	%	SQ. FT.	%	SQ. FT.	%
TOTAL SITE LOT COVERAGE	57,659.84	100%	57,659.84	100%	57,659.84	100%
PERVIOUS (GREEN AREA)	8,648.97	15% MIN.	23,639.49	41%	25,861.69	45%
IMPERVIOUS (TOTAL PAVED)	49,010.86	85% MAX.	34,020.35	59%	31,798.15	55%
3 - BUILDING AREAS	EXISTING		PROPOSED EXPANSION		TOTAL PROPOSED	
BUILDING (PARISH HALL)	5,145 SF		1,044 SF		6,189 SF	
BUILDING (CATHEDRAL)	3,049 SF		4,066 SF		7,115 SF	
CONCRETE SIDEWALKS	4,633.21 SF		409.48 SF		5,123.89 SF	
ASPHALT AREA	21,193.14 SF		-(7,824.91 SF)		13,370.26 SF.	
TOTAL	34,020.34 SF				31,798.15 SF	
4 - PARKING INFORMATION	REQUIRED		EXISTING		PROPOSED	
PARISH HALL ASSEMBLY HALL						
CATHEDRAL ASSEMBLY HALL	41 PARKING		30 PARKINGS		42 PARKINGS	

CONSTRUCTION PHASE	
	EXISTING
	PHASE I
	PHASE II
	5'-0" PROPOSED PUBLIC EASTMENT
	EXISTING TREES TO REMAIN



1 SITE PLAN LAYOUT - PROPOSED (DRC)
1" = 20'-0"



1193 NEWPORT CENTER DR
DEERFIELD BEACH, FLORIDA 33442
(954) 917-0411
AR95883 / EB27488

PROJECT

BUILDINGS
RENOVATIONS

PROJECT ADDRESS

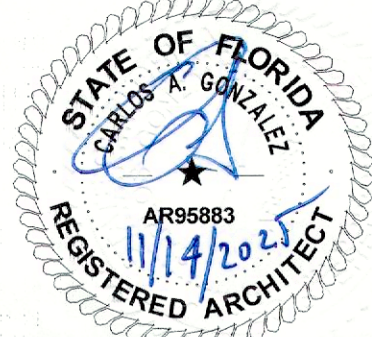
1416 SE 2nd TERRACE ,
DEERFIELD BEACH, FL. 33441

CLIENT

THE RESURRECTION
ORTHODOX CATHEDRAL

REGISTRATION

CARLOS A. GONZALEZ



CARLOS GONZALEZ
AR # 95883

REVISIONS/ISSUES

No.	DESCRIPTION	DATE
1	DRC City Comments	08.18.2025
2	DRC City Comments	11.11.2025

KEY PLAN

SCALE

DRC PLAN SUBMITTAL

ISSUED DATE 02/06/2025

PROJECT NUMBER 24040

PROJECT MANAGER CG

DRAWN BY YJ

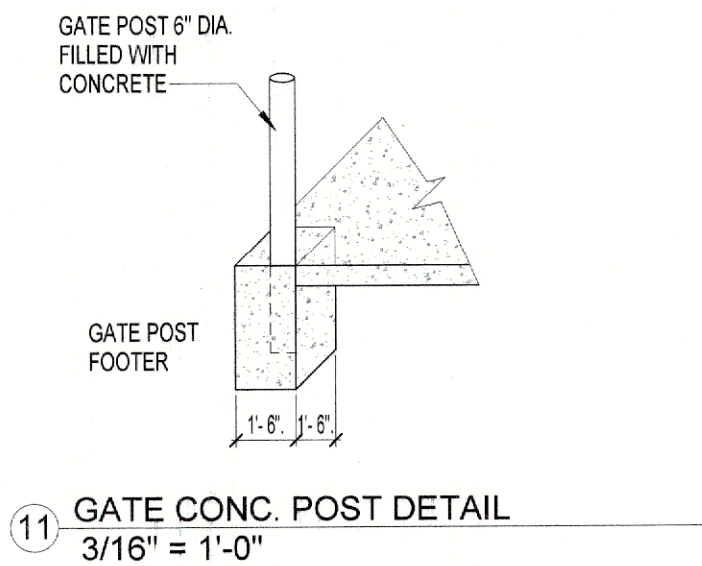
CHECKED BY CG

SHEET TITLE

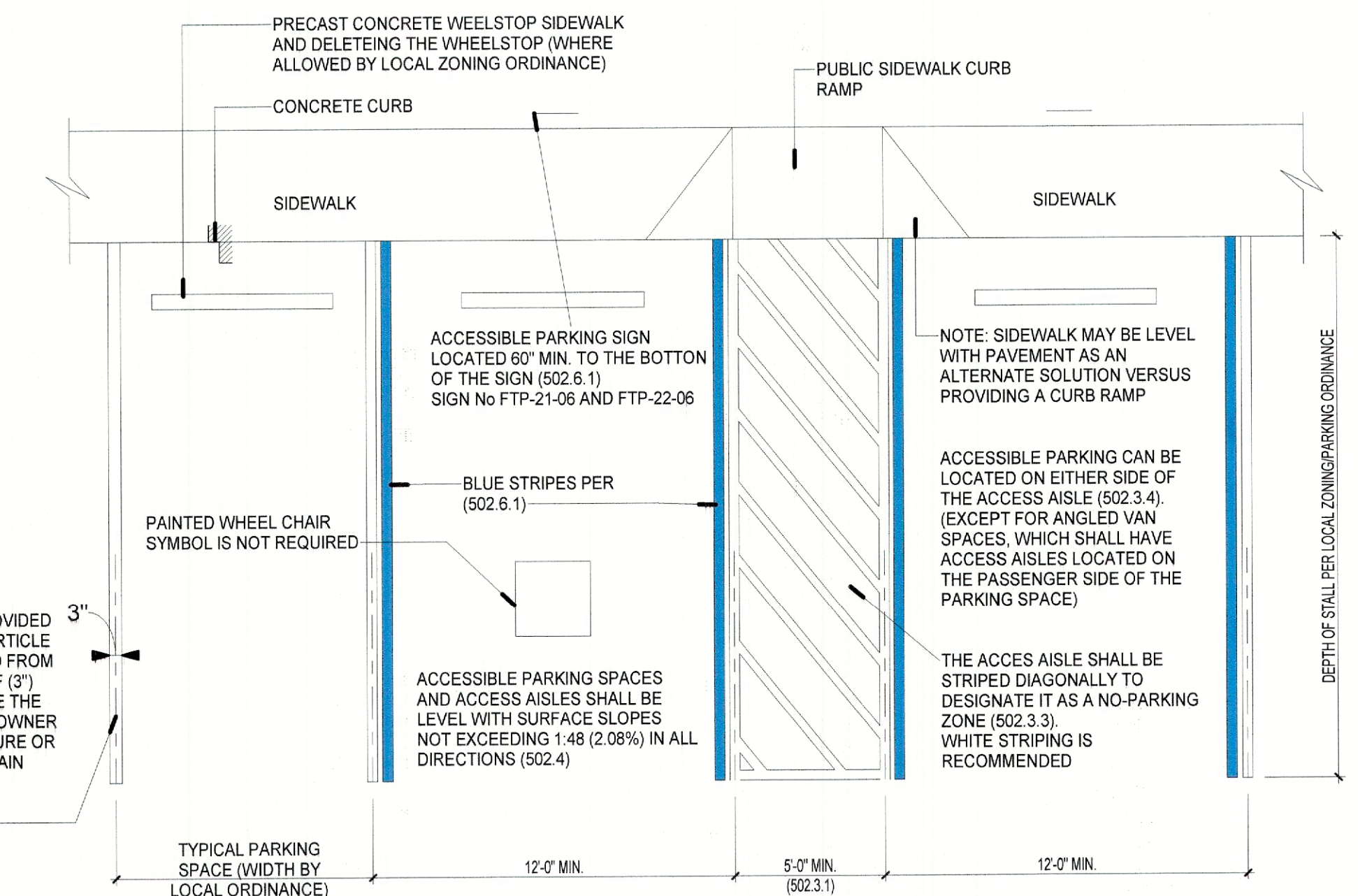
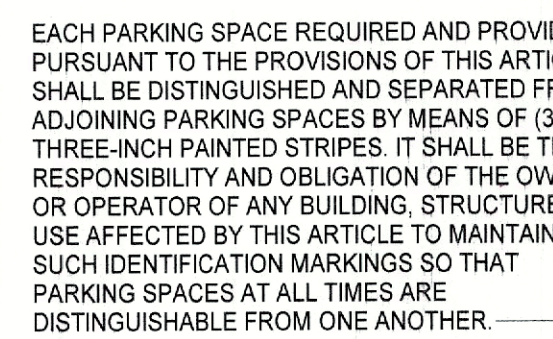
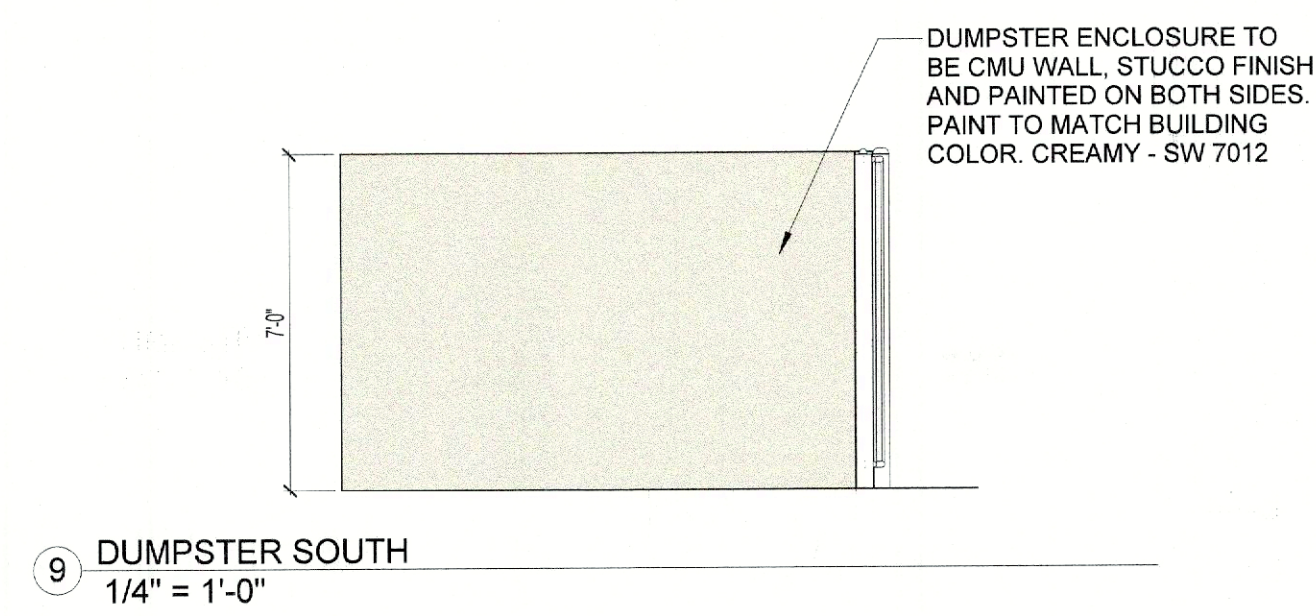
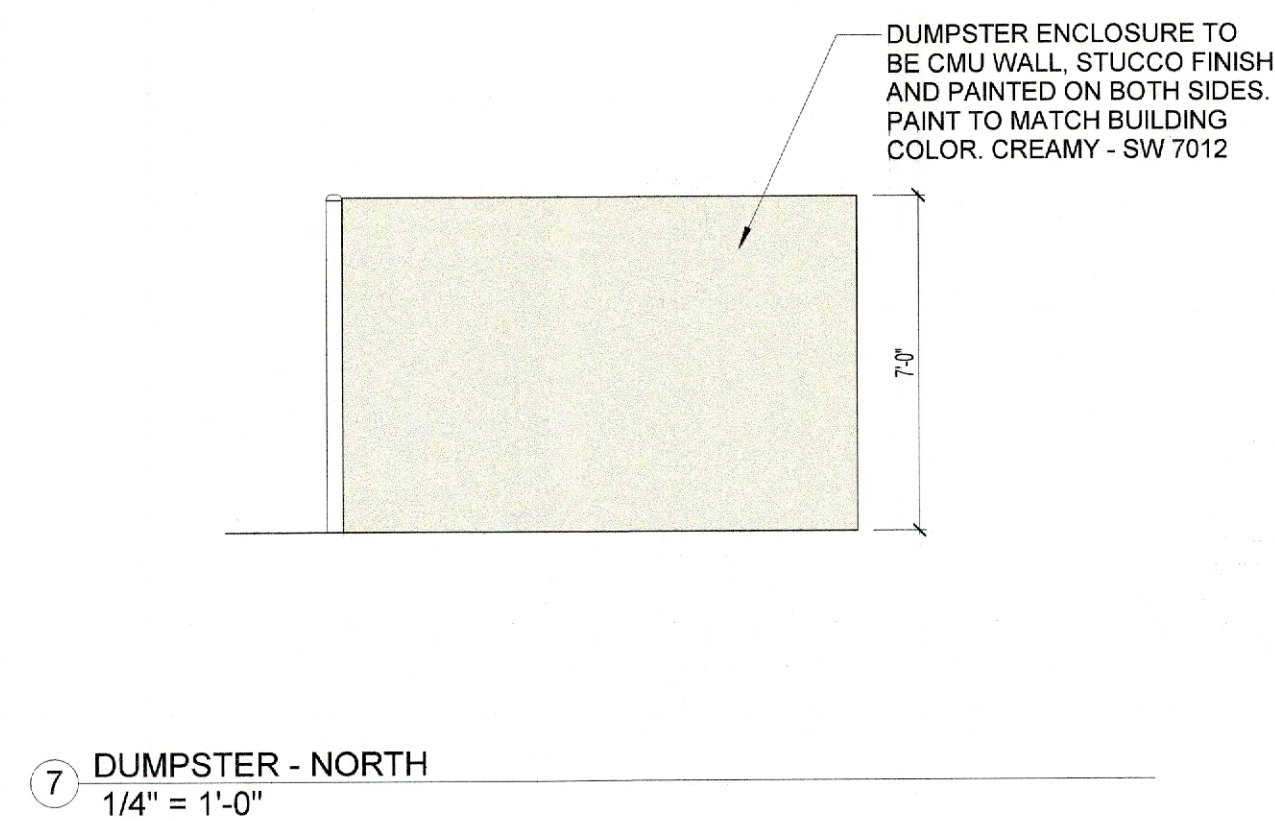
SITE PLAN LAYOUT -
PROPOSED

SHEET NUMBER

SP-01



1. ALL SIDES OF THE DUMPER SHALL BE ENCLOSED BY AN OPAQUE FENCE, I.E. PVC, WOODEN OR BLOCK MASONRY BLOCK. NO CHAIN LINK, EVEN SLATTED WILL BE ALLOWED A MIN. 12" WIDE OPENING FOR SINGLE-THROW ENCLOSURES. WIDE OPENING FOR DOUBLE-THROW ENCLOSURES SHALL BE PROVIDED. THE HEIGHT OF THE ENCLOSURE SHALL BE NO LESS THAN 7'-0" TO 7'-6".
2. A SINGLE-WIDTH DUMPSHED PAD SHALL MEASURE A MIN. OF 16" WIDEX10" DEEP, AND SHALL BE CONSTRUCTED OF SLOPING TOWARDS GATE AT 2% 8" THICK CONCRETE. A DOUBLE-WIDTH DUMPSHED PAD SHALL MEASURE A MINIMUM OF 20" WIDEX10" DEEP, AND SHALL BE CONSTRUCTED OF SLOPING TOWARDS GATE AT 2% 8" THICK CONCRETE.
3. IF A DUMPSHED PAD ENCLOSEMENT HAVE 16" OPENING INSIDE OF THE GATE. DOUBLE-WIDTH DUMPSHED OPENING SHALL MEASURE 20" WIDE FROM INSIDE THE GATE(S). HOLDING PINS ATTACHED TO THE GATE MUST E PROVIDED TO HOLD THE GATE OPEN WHILE BEING SERVICED. A DOUBLE GATE ON A DOUBLE-WIDTH ON A DOUBLE-WIDTH PAD NECESSITATES USING TWICE THE SINGLE-WIDTH PAD. THE DOUBLE-WIDTH STANDARD SHALL BE USED (SEE SW-01 OR SW-02).
4. IF A DUMPSHED PAD ENCLOSEMENT HAVE 16" OPENING INSIDE OF THE SOLID WASTE ENCLOSURE, THE ENCLOSURE WILL BE MIN. WIDTH OF 15" FOR A SINGLE AND 30" MIN. FOR A DOUBLE. IF THE DOOR IS >15", THE DOOR WILL BE REQUIRED TO HAVE A SUPORT WHEEL WITH A SPRING. THE WHEEL MUST CONTACT THE GROUND AT ALL TIMES.
5. A DUMPSHED SHALL NOT BE LOCATED WITH THE MINIMUM PRESCRIBE BUFFER DISTANCE FOR THE PROPOSED DEVELOPMENT (REFER TO THE CITY OF DEERFIELD BEACH COMPREHENSIVE DEVELOPMENT CODE, SECTION 6500).
6. A DUMPSHED SHALL NOT AN BUTTING WITHIN THE MINIMUM REQUIRED SETBACK AS MEASURED FROM THE CENTERLINE OF AN ABUTING RIGHT-OF-WAY.
7. DUMPSHED SHALL BE LOCATED TO PROVIDE SAFE AND CONVENIENT ACCESS BY SOLID WASTE VEHICLE FROM THE CENTERLINE OF THE DEVELOPMENT. THE VEHICLES REQUIRE A MINIMUM VERTICAL CLEARANCE OF 25'. IN NO INSTANCE SHALL DUMPSHED LOCATIONS CAUSE BLOCKING OF THE RIGHT-OF-WAY BY SOLID WASTE VEHICLE DURING PICK-UP.
8. DUMPSHED ENCLOSURES ARE NOT TO BE USED FOR STORING ITEMS.
9. DUMPSHED SHALL NOT BE LOCATED WITHIN THE PROXIMITY OF ANY STORM WATER UTILITY OR DRAINAGE SYSTEM.
10. PROPOSED DUMPSHED LOCATION SHALL BE APPROVED BY THE SOLID WASTE MANAGER AND THE CITY ENGINEER. ANY VARIATION TO THE "CITY OF DEERFIELD BEACH ENGINEERING DESIGN AND CONSTRUCTION STANDARDS" MUST BE APPROVED BY THE SOLID WASTE MANAGER AND THE CITY ENGINEER. DRAINAGE FROM DUMPSHEDS MUST BE DIRECTED TO THE STORM DRAINAGE SYSTEM.
11. GATES SHALL HAVE "CANE" STYLE LOCKING PINS AND MUST LOCK OPEN AT 135° IF POSSIBLE. IF NOT POSSIBLE 90° MIN. WILL BE ACCEPTED AND MUST LOCK CLOSED.
12. LOCATION OF DUMPSHED ENCLOSURE WILL BE DEPICTED ON SIGNED AND STAMPED CITY DRAWING. NO CHANGES WILL BE MADE WITH OUT RE-SUBMITTING PLANS. ANY DIFFERENT OR CONFLICTING INFO. OR CHANGES TO THE PLANS WILL BE DEPICTED ON THE CITY DRAWING WITH THE CITY ENGINEER'S SIGNATURE.
13. IF THE ENCLOSURE IS TO BE C.M.U. (CONCRETE BLOCK WALL) THEN A STAMPED ARCHITECTURAL PRINT SHOWING FOOTERS, STEEL, ETC. SHALL BE PROVIDED BY ENGINEER OF RECORD.



553.5041(5)(a) ALL SPACES MUST BE LOCATED ON AN ACCESSIBLE ROUTE NO LESS THAN 44 INCHES WIDE SO THAT USERS WILL NOT BE COMPELLED TO WALK OR WHEEL BEHIND PARKED CARS EXCEPT BEHIND HIS OR HER OWN VEHICLE. (SEE FLSS 553.5041(5)(e)1) RELATING TO EXISTING PARKING FACILITIES)

THIS TECHNICAL ASSISTANCE DOCUMENT IS INTENDED TO PROVIDE INFORMAL GUIDANCE AND DOES NOT CONSTITUTE A LEGAL INTERPRETATION OF STATUTORY OR REGULATORY CRITERIA

REVISIONS/ISSUES		
No.	DESCRIPTION	DATE
1	DRC City Comments	08.18.2025
2	DRC City Comments	11.11.2025

KEY PLAN

SCALE

ISSUED DATE 02/06/2025

PROJECT NUMBER 24040

DRAWN BY YJ

DRAWN BY YJ

CHECKED BY CG

SHEET TITLE

SITE PLAN - DETAILS

SHEET NUMBER

SP-02

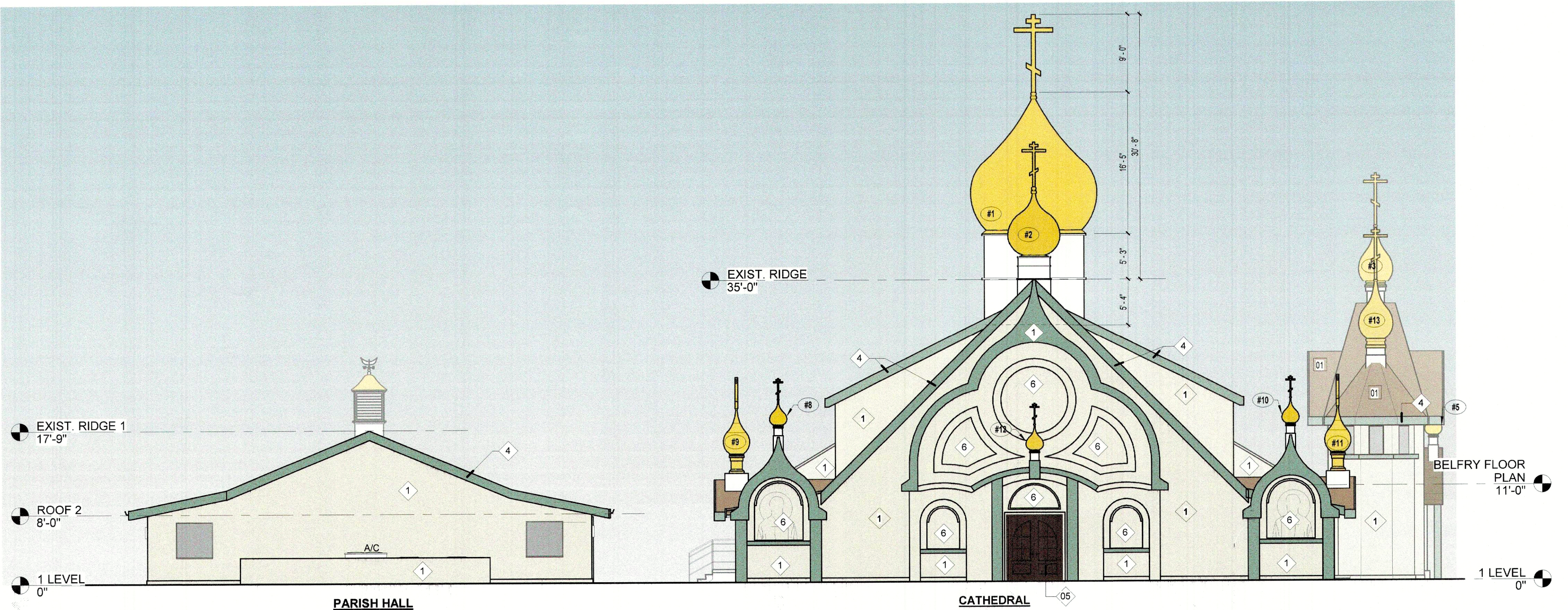
EXTERIOR FINISHES SCHEDULE				
PAINTING				
TAG	COLOR NAME	CODE	RGB	FINISH COAT
1	CREAMY	SW 7012	239,232,219	CONCRETE, STUCCO, AND BRICK, SEMIGLOSS ACRYLIC-ENAMEL FOR EXTERIOR
2	CREAMY	SW 7012	239,232,219	FERROUS-METAL FULL-GLOSS ACRYLIC-ENAMEL FOR EXTERIOR
3	CREAMY	SW 7012	239,232,219	ZINC-COATED METAL SEMI-GLOSS ACRYLIC ENAMEL FOR EXTERIOR DOOR ONLY
4	RESTFULL SMOKEY TOPAZ	SW 6458 SW 6117	144,176,157 165,121,85	OXIDIZED COOPER RESTFUL / SATIN FINISH (PATINA EFFECT)
5	POLISHED MOHANY	SW 2833	67,39,34	WOOD FOR EXTERIOR LOW-LUSTER ACRYLIC PAINT FOR EXTERIOR DOORS.
6				MOSAIC TILE FOR EXTERIOR

ALL PAINT TO BE SUPPLIED BY 'BENJAMIN MOORE' REGAL SELECT EXTERIOR PAINT FROM THE 'COLOR PREVIEW COLLECTION'. (OR APPROVED EQUAL).

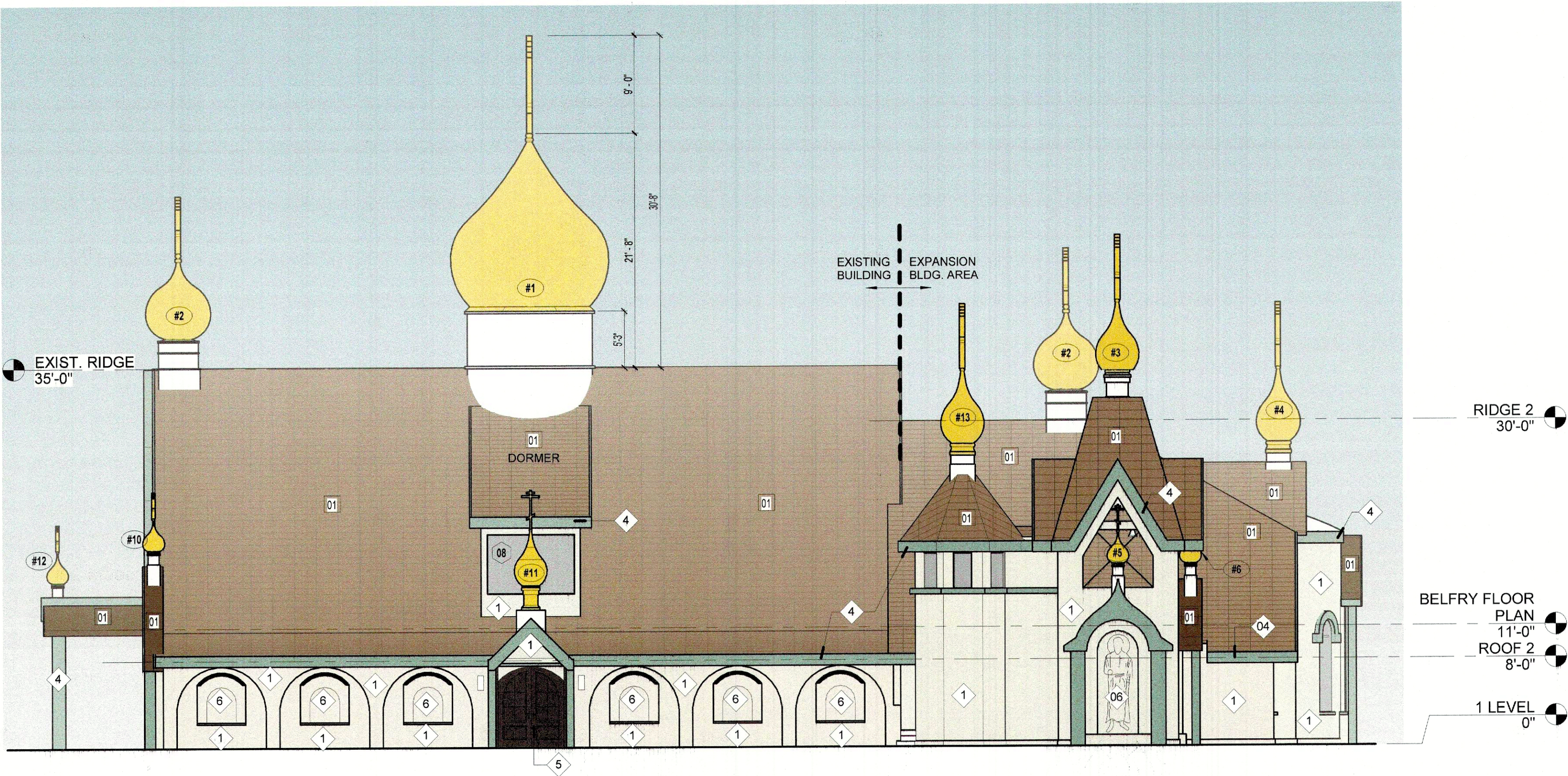
DOMES SCHEDULE				
TAG	ONION	DIMS.	CROSS DIMS.	COMPANY
#1	OD-125	H=22'-0" / W=14'-7" FOOTPRINT=12'-0"	RO-215	H= 9'-0" / W= 4'-6" DEPTH= 6"
#2	OD-139	H=10'-8" / W=6'-0" FOOTPRINT=9'-10" 1/4"	RO-208	H= 5'-3" / W= 2'-9" DEPTH= 3"
#3	OD-147	H=9'-8" / W=4'-0" FOOTPRINT=3'-4" 5/8"	RO-225	H= 6'-0" / W= 2'-8" DEPTH= 3"
#4	OD-152	H=9'-3 1/2" / W=4'-0" FOOTPRINT=2'-4"	RO-225	H= 6'-0" / W= 2'-8" DEPTH= 3"
#5	OD-167	H=4'-7" / W=2'-0" FOOTPRINT=1'-2"	RO-227	H= 2'-4" 1/2" / W= 1'-1" DEPTH= 1 1/2"
#6	OD-167	H=4'-7" / W=2'-0" FOOTPRINT=1'-2"	RO-227	H= 2'-4" 1/2" / W= 1'-1" DEPTH= 1 1/2"
#7	OD-167	H=4'-7" / W=2'-0" FOOTPRINT=1'-2"	RO-227	H= 2'-4" 1/2" / W= 1'-1" DEPTH= 1 1/2"
#8	OD-158	H=5'-7" / W=3'-0" FOOTPRINT=2'-8"	RO-207	H= 3'-0" / W= 1'-8" DEPTH= 2"
#9	OD-158	H=9'-7" / W=3'-0" FOOTPRINT=2'-8"	RO-207	H= 3'-0" / W= 1'-8" DEPTH= 2"
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#12	OD-167	H=4'-7" / W=2'-0" FOOTPRINT=1'-2"	RO-227	H= 2'-4" 1/2" / W= 1'-1" DEPTH= 1 1/2"
#13	OD-152	H=9'-3 1/2" / W=4'-0" FOOTPRINT=2'-4"	RO-225	H= 6'-0" / W= 2'-8" FOOTPRINT=3"
#14	OD-162	H=4'-2" 1/4" / W=1'-0" FOOTPRINT=11"	RO-227	H= 2'-4 1/2" / W= 1'-1" FOOTPRINT=1 1/2"

ARCHITECTURAL FIBERGLASS, INC.
COLOR : GOLD-LEAF

ROOF			
TAG	CODIGO	TYPE	COMPANY
01	4DDP96185SF	BARREL-VAULT	UNITED STEEL
BARREL VAULT METAL ROOF IN EITHER SANTA FE OR SUNSET GOLD COLOR			



1 PROPOSED PARISH HALL/CATHEDRAL - WEST ELEVATION (DRC)
1/8" = 1'-0"



3 PROPOSED CATHEDRAL - SOUTH ELEVATION (DRC)
1/8" = 1'-0"

PROJECT

BUILDINGS
RENOVATIONS

PROJECT ADDRESS

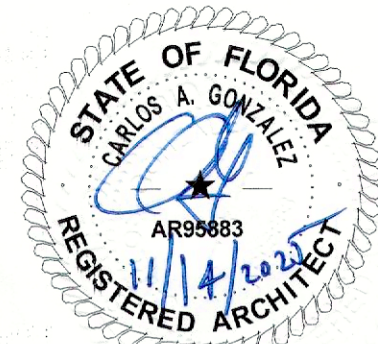
1416 SE 2nd TERRACE,
DEERFIELD BEACH, FL. 33441

CLIENT

THE RESURRECTION
ORTHODOX CATHEDRAL

REGISTRATION

CARLOS A. GONZALEZ



CARLOS GONZALEZ
AR # 95883

REVISIONS/ISSUES

No.	DESCRIPTION	DATE
1	DRC City Comments	08.18.2025
2	DRC City Comments	11.11.2025

KEY PLAN

SCALE

DRC PLAN SUBMITTAL

ISSUED DATE 02/06/2025

PROJECT NUMBER 24040

PROJECT MANAGER CG

DRAWN BY YJ

CHECKED BY CG

SHEET TITLE

EXTERIOR
ELEVATIONS

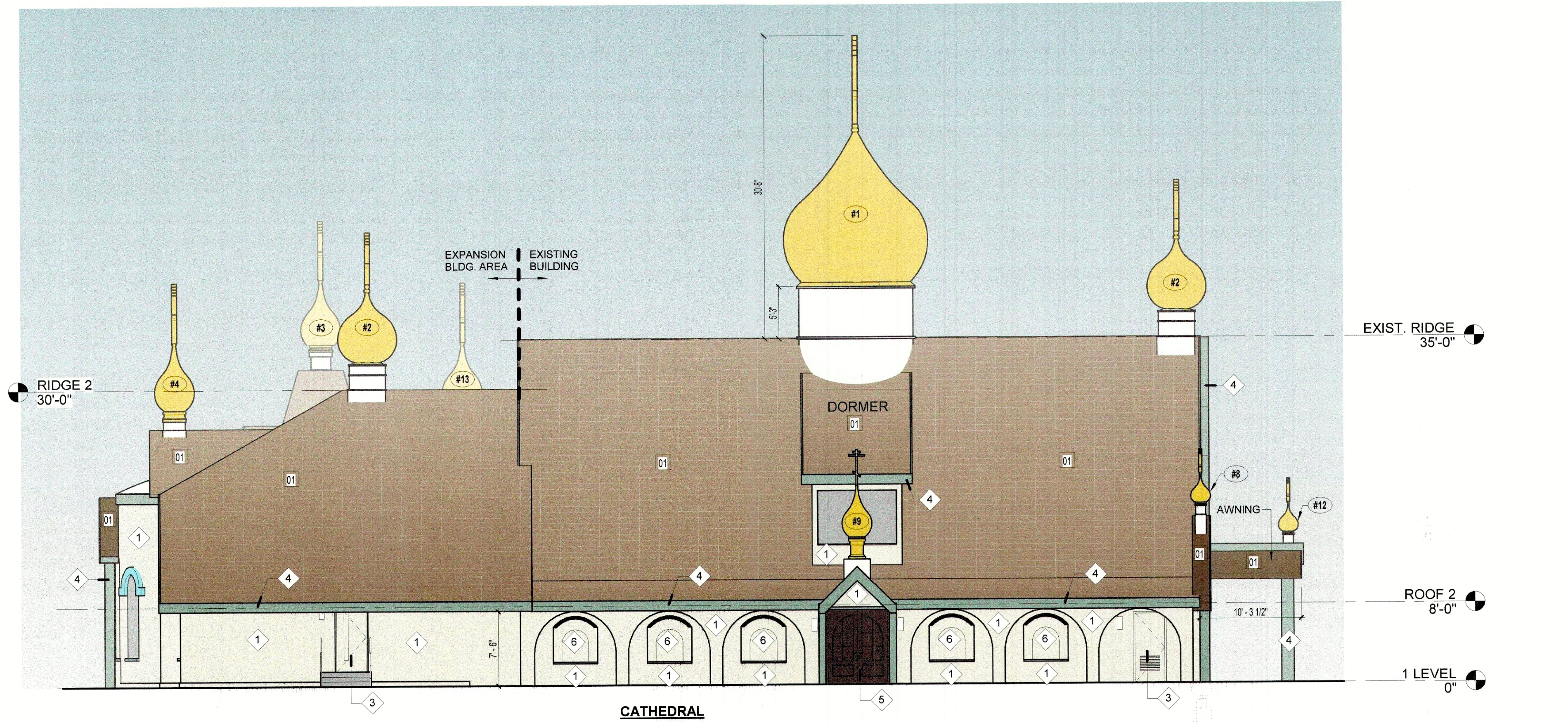
SHEET NUMBER

A-01

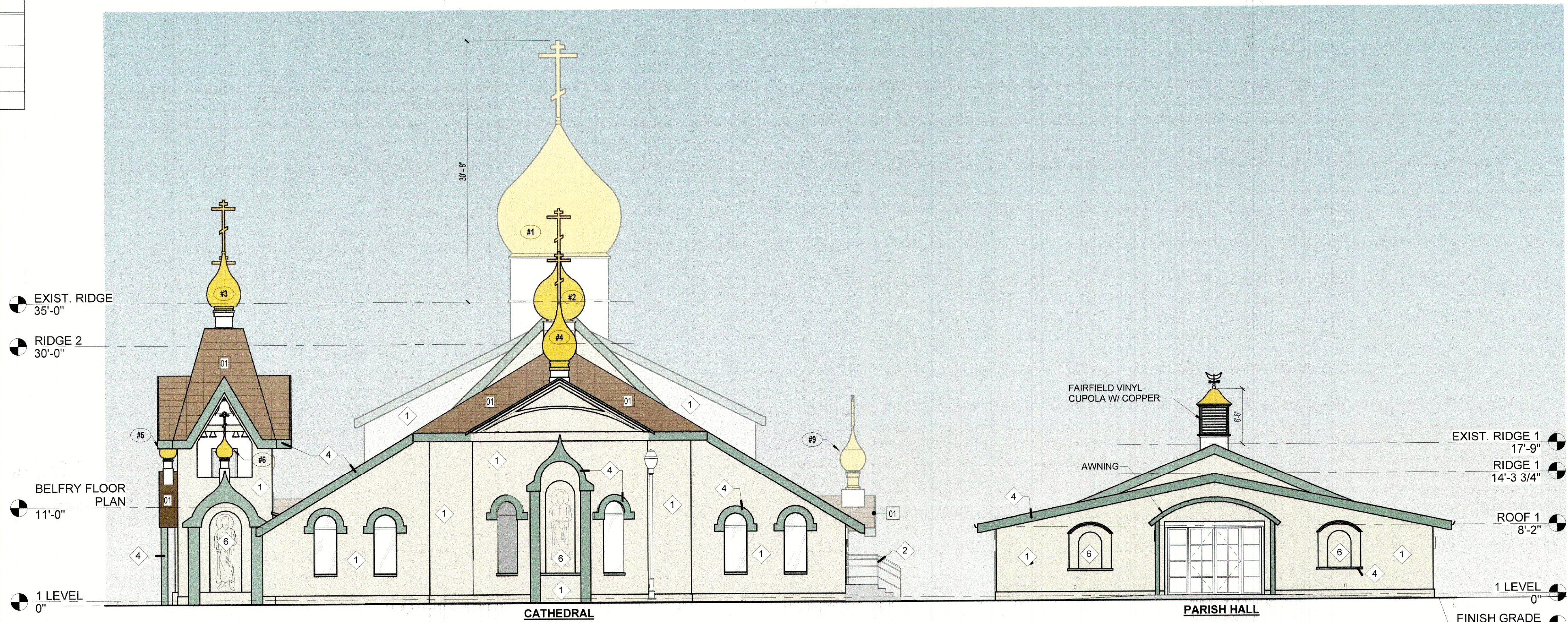
EXTERIOR FINISHES SCHEDULE				
PAINTING				
TAG	COLOR NAME	CODE	RGB	FINISH COAT
1	CREAMY	SW 7012	239,232,219	CONCRETE, STUCCO, AND BRICK SEMIGLOSS ACRYLIC-ENAMEL FOR EXTERIOR
2	CREAMY	SW 7012	239,232,219	FERROUS-METAL FULL-GLOSS ACRYLIC-ENAMEL FOR EXTERIOR
3	CREAMY	SW 7012	239,232,219	ZINC-COATED METAL SEMI-GLOSS ACRYLIC ENAMEL FOR EXTERIOR DOOR ONLY
4	RESTFULL SMOKEY TOPAZ	SW 6458 SW 6117	144,176,157 165,121,85	OXIDIZED RESTFUL / SATIN FINISH (PATINA EFFECT)
5	POLISHED MOHANY	SW 2838	67,39,34	WOOD FOR EXTERIOR LOW-LUSTER ACRYLIC PAINT FOR EXTERIOR DOORS
6				MOSAIC TILE FOR EXTERIOR
ALL PAINT TO BE SUPPLIED BY "BENJAMIN MOORE" REGAL SELECT EXTERIOR PAINT FROM THE "COLOR PREVIEW COLLECTION" (OR APPROVED EQUAL)				

DOMES SCHEDULE				
TAG	ONION	DIMS.	CROSS	DIMS.
#1	OD-125	H=22'-0" / W=14'-7" FOOTPRINT=12'-0"	R0-215	H=9'-0" / W=4'-6" DEPTH= 6"
#2	OD-138	H=10'-8" / W=6'-0" FOOTPRINT=3'-10" 1/4"	R0-208	H=5'-3" / W=2'-9" DEPTH= 3"
#3	OD-147	H=9'-8" / W=4'-0" FOOTPRINT=3'-4" 5/8"	R0-225	H=6'-0" / W=2'-8" DEPTH= 3"
#4	OD-152	H=9'-3 1/2" / W=4'-0" FOOTPRINT=2'-4"	R0-225	H=6'-0" / W=2'-8" DEPTH= 3"
#5	OD-167	H=4'-7" / W=2'-0" FOOTPRINT=1'-2"	R0-227	H=2'-4" 1/2" W=1'-1" DEPTH= 1 1/2"
#6	OD-167	H=4'-7" / W=2'-0" FOOTPRINT=1'-2"	R0-227	H=2'-4" 1/2" W=1'-1" DEPTH= 1 1/2"
#7	OD-167	H=4'-7" / W=2'-0" FOOTPRINT=1'-2"	R0-227	H=2'-4" 1/2" W=1'-1" DEPTH= 1 1/2"
#8	OD-158	H=9'-7" / W=3'-0" FOOTPRINT=2'-8"	R0-207	H=3'-0" W=1'-8" DEPTH= 2"
#9	OD-158	H=9'-7" / W=3'-0" FOOTPRINT=2'-8"	R0-207	H=3'-0" W=1'-8" DEPTH= 2"
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ARCHITECTURAL FIBERGLASS, INC. COLOR : GOLD-LEAF				

ROOF			
TAG	CODIGO	TYPE	COMPANY
01	4DDP96185SF	BARREL-VAULT	UNITED STEEL
BARREL VAULT METAL ROOF IN EITHER SANTA FE OR SUNSET GOLD COLOR			



1 PROPOSED CATHEDRAL - NORTH ELEVATION (DRC)
1/8" = 1'-0"



4 PROPOSED CATHEDRAL/PARISH HALL - EAST ELEVATION (DRC)
1/8" = 1'-0"

PROJECT

BUILDINGS RENOVATIONS

PROJECT ADDRESS

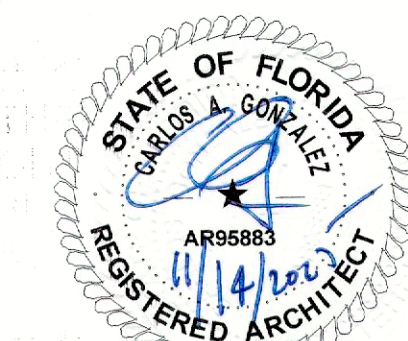
1416 SE 2nd TERRACE,
DEERFIELD BEACH, FL. 33441

CLIENT

THE RESURRECTION
ORTHODOX CATHEDRAL

REGISTRATION

CARLOS A. GONZALEZ



CARLOS GONZALEZ
AR # 95883

REVISIONS/ISSUES

No.	DESCRIPTION	DATE
1	DRC City Comments	08.18.2025
2	DRC City Comments	11.11.2025

KEY PLAN

SCALE

DRC PLAN SUBMITTAL

ISSUED DATE 02/06/2025

PROJECT NUMBER 24040

PROJECT MANAGER CG

DRAWN BY YJ

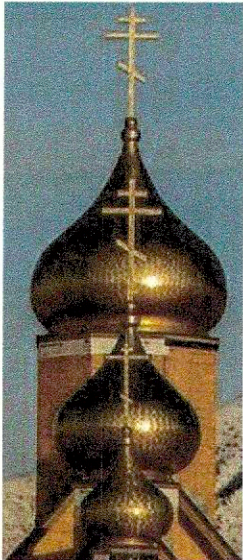
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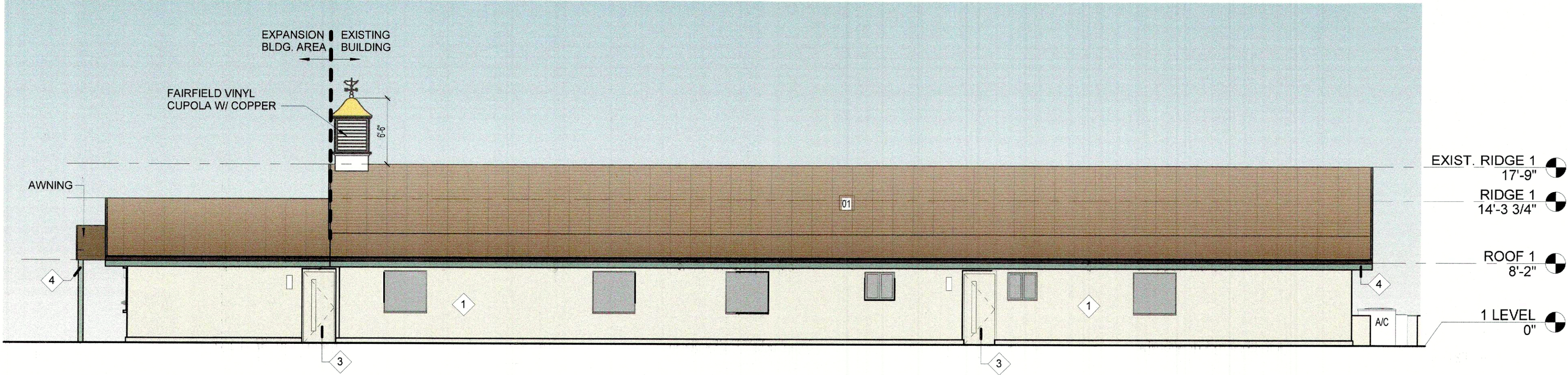
SHEET TITLE

EXTERIOR
ELEVATIONS

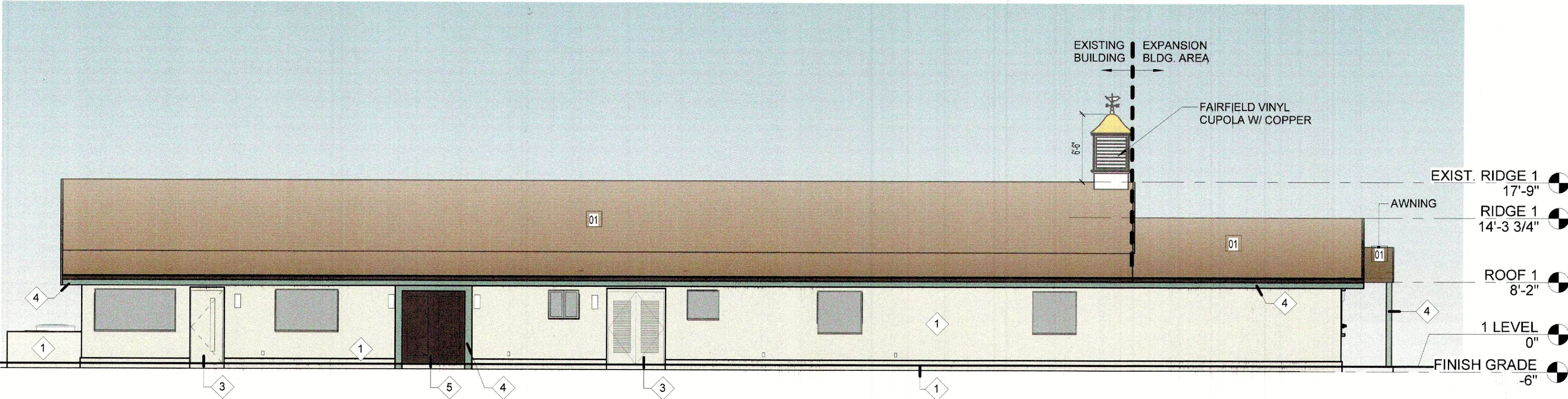
SHEET NUMBER

A-02

EXTERIOR FINISHES SCHEDULE					
PAINTING					
TAG	COLOR NAME	CODE	RGB	FINISH COAT	
1	CREAMY	SW 7012	239,232,219	CONCRETE, STUCCO, AND BRICK. SEMIGLOSS ACRYLIC-ENAMEL FOR EXTERIOR	
2	CREAMY	SW 7012	239,232,219	FERROUS-METAL FULL-GLOSS ACRYLIC-ENAMEL FOR EXTERIOR	
3	CREAMY	SW 7012	239,232,219	ZINC-COATED METAL SEMI-GLOSS ACRYLIC ENAMEL FOR EXTERIOR DOOR ONLY	
4	RESTFULL SMOKEY TOPAZ	SW 6458 SW 6117	144,176,157 165,121,85	OXIDIZED COOPER RESTFUL / SATIN FINISH (PATINA EFFECT)	
5	POLISHED MOHANY	SW 2838	67,39,34	WOOD FOR EXTERIOR LOW-LUSTER ACRYLIC PAINT FOR EXTERIOR DOORS	
6				MOSAIC TILE FOR EXTERIOR	
ALL PAINT TO BE SUPPLIED BY "BENJAMIN MOORE" REGAL SELECT EXTERIOR PAINT FROM THE "COLOR PREVIEW COLLECTION". (OR APPROVED EQUAL).					
DOMES SCHEDULE					
TAG	ONION	DIMS.	CROSS	DIMS.	COMPANY
#1	OD-125	H=22'-0" / W=14'-7" FOOTPRINT=12'-0"	R0-215	H= 9'-0" / W= 4'-6" DEPTH= 6"	ARCHITECTURAL FIBERGLASS, INC. COLOR : GOLD-LEAF 
#2	OD-139	H=10'-8" / W=6'-0" FOOTPRINT=3'-10" 1/4"	R0-208	H= 5'-3" / W= 2'-9" DEPTH= 3"	
#3	OD-147	H=9'-3" / W=4'-0" FOOTPRINT=3'-4" 5/8"	R0-225	H= 6'-0" / W= 2'-8" DEPTH= 3"	
#4	OD-152	H=9'-3 1/2" / W=4'-0" FOOTPRINT=2'-4"	R0-225	H= 6'-0" / W= 2'-8" DEPTH= 3"	
#5	OD-167	H=4'-7" / W=2'-0" FOOTPRINT=1'-2"	R0-227	H= 2'-4" 1/2" / W= 1'-1" DEPTH= 1 1/2"	
#6	OD-167	H=4'-7" / W=2'-0" FOOTPRINT=1'-2"	R0-227	H= 2'-4" 1/2" / W= 1'-1" DEPTH= 1 1/2"	
#7	OD-167	H=4'-7" / W=2'-0" FOOTPRINT=1'-2"	R0-227	H= 2'-4" 1/2" / W= 1'-1" DEPTH= 1 1/2"	
#8	OD-158	H=9'-7" / W=3'-0" FOOTPRINT=2'-8"	R0-207	H= 3'-0" / W= 1'-8" DEPTH= 2"	
#9	OD-158	H=9'-7" / W=3'-0" FOOTPRINT=2'-8"	R0-207	H= 3'-0" / W= 1'-8" DEPTH= 2"	
#10	OD-158	H=9'-7" / W=3'-0" FOOTPRINT=2'-8"	R0-207	H= 3'-0" / W= 1'-8" DEPTH= 2"	
#11	OD-158	H=9'-7" / W=3'-0" FOOTPRINT=2'-8"	R0-207	H= 3'-0" / W= 1'-8" DEPTH= 2"	
#12	OD-167	H=4'-7" / W=2'-0" FOOTPRINT=1'-2"	R0-227	H= 2'-4" 1/2" / W= 1'-1" FOOTPRINT= 1'1/2"	
#13	OD-152	H=9'-3 1/2" / W=4'-0" FOOTPRINT=2'-4"	R0-225	H= 6'-0" / W= 2'-8" FOOTPRINT= 3"	
#14	OD-162	H=4'-2 1/4" / W=1'-0" FOOTPRINT=1'1"	R0-227	H= 2'-4 1/2" / W= 1'-1" FOOTPRINT= 1'1/2"	
ROOF					
TAG	CODIGO	TYPE	COMPANY		
01	4DDP96185SF	BARREL-VAULT	UNITED STEEL		
BARREL VAULT METAL ROOF IN EITHER SANTA FE OR SUNSET GOLD COLOR					



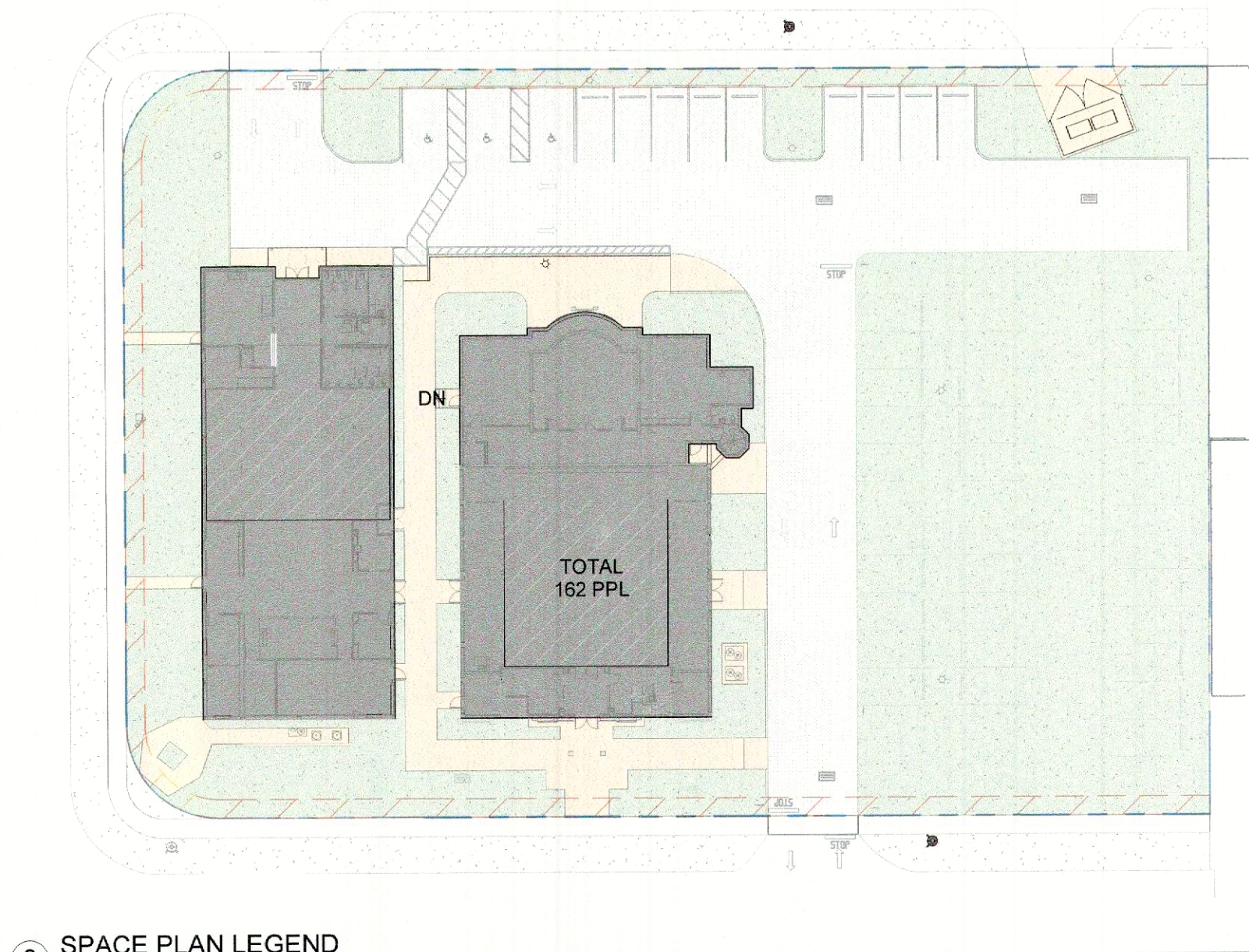
1 PROPOSED PARISH HALL - NORTH ELEVATION (DRC)
1/8" = 1'-0"



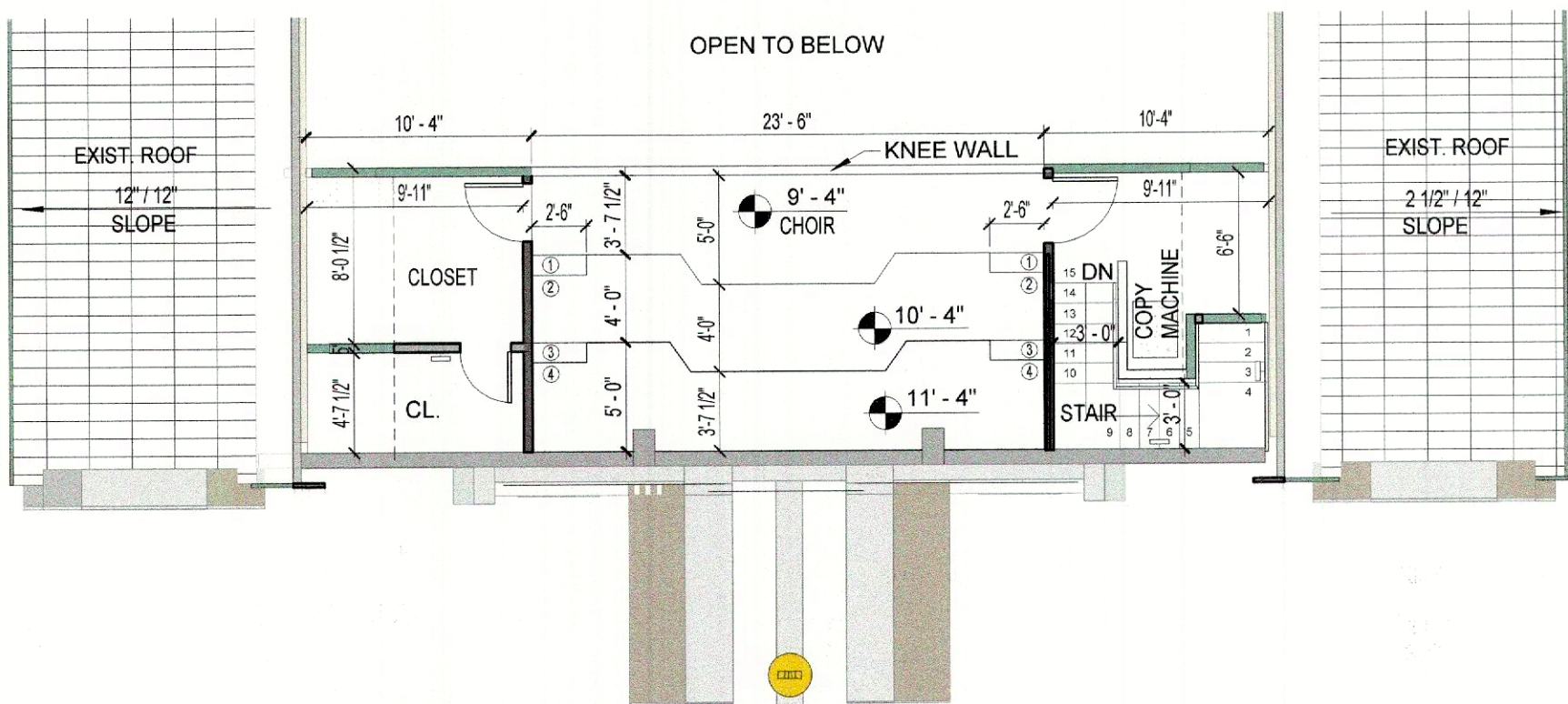
2 PROPOSED PARISH HALL - SOUTH ELEVATION (DRC)
1/8" = 1'-0"

No.	DESCRIPTION	DATE
2	DRC City Comments	11.11.2025

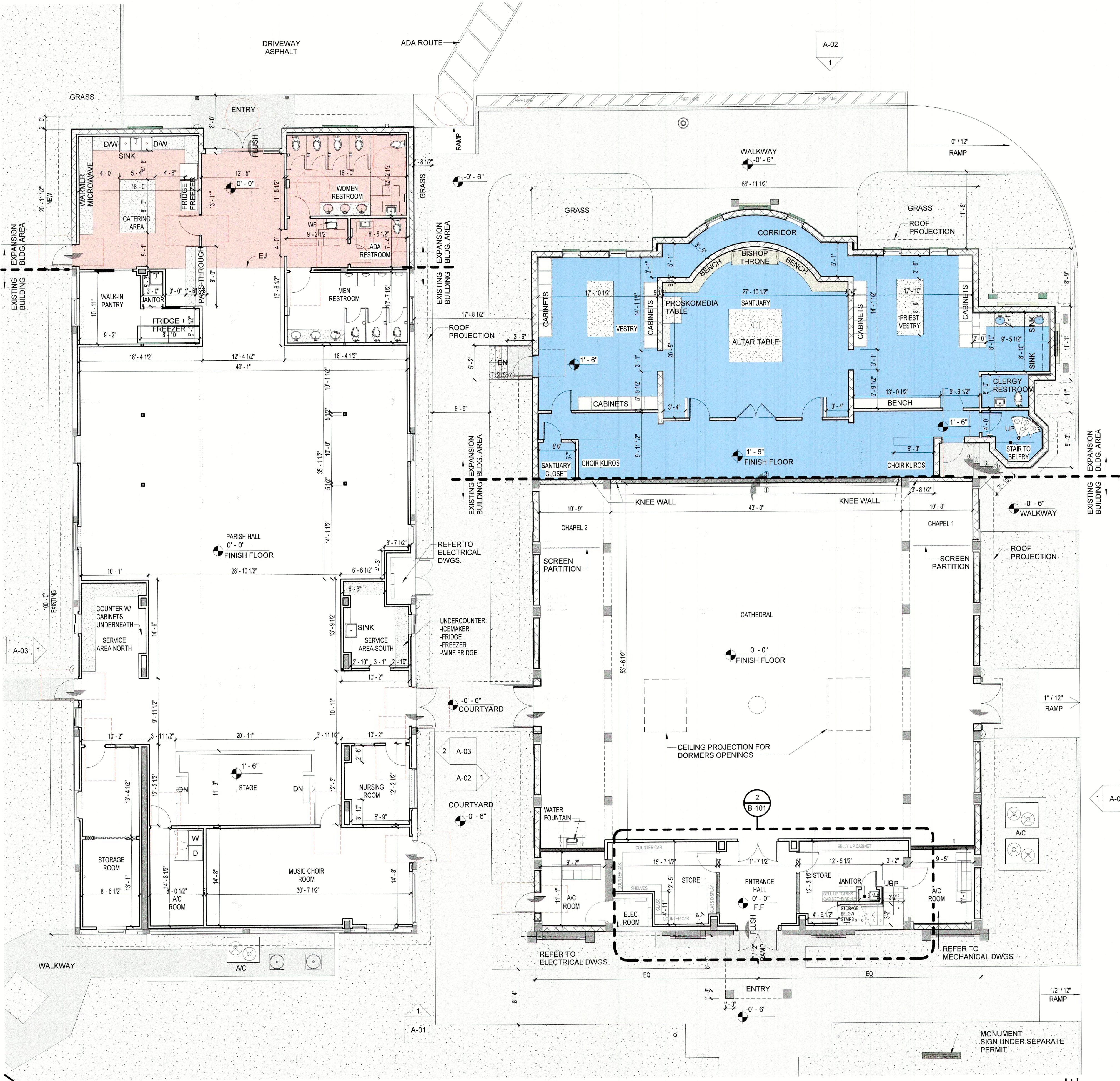
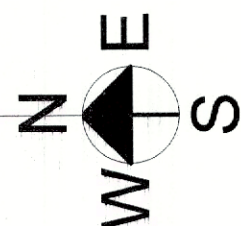
SPACE PLAN LEGEND	
13,304 SF	BUILDINGS
162 PEOPLE	PEWS
5,123.89 SF	CONCRETE SIDEWALKS
13,370.26 SF	ASPHALT
25,861.69 SF	GREEN AREA



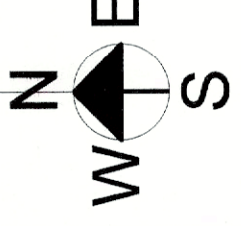
3 SPACE PLAN LEGEND
1" = 40'-0"



2 MEZZ - PROPOSED FLOOR PLAN-(DRC)
1/8" = 1'-0"



1 OVERALL PROPOSED FLOOR PLAN-(DRC)
1/8" = 1'-0"



CRAIN
ATLANTIS
ARCHITECTS + ENGINEERS

1193 NEWPORT CENTER DR
DEERFIELD BEACH, FLORIDA 33442
(954) 917-0411

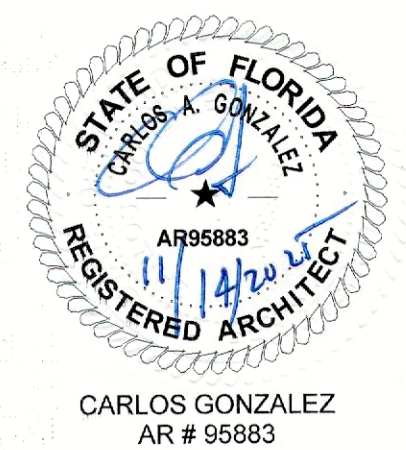
AR95883 / EB27488

PROJECT
BUILDINGS
RENOVATIONS

PROJECT ADDRESS
1416 SE 2nd TERRACE ,
DEERFIELD BEACH, FL. 33441

CLIENT
THE RESURRECTION
ORTHODOX CATHEDRAL

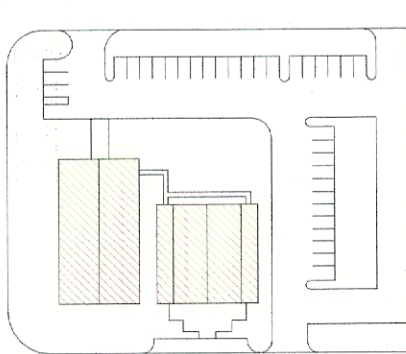
REGISTRATION
CARLOS A.GONZALEZ



CARLOS GONZALEZ
AR # 95883

REVISIONS/ISSUES		
No.	DESCRIPTION	DATE
1	DRC City Comments	08.18.2025
2	DRC City Comments	11.11.2025

KEY PLAN



SCALE

DRC PLAN SUBMITTAL
ISSUED DATE 02/06/2025

PROJECT NUMBER 24040
PROJECT MANAGER CG
DRAWN BY YJ
CHECKED BY CG

SHEET TITLE

PROPOSED FLOOR
PLANS

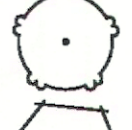
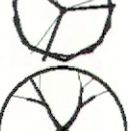
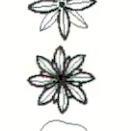
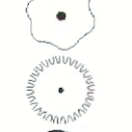
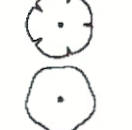
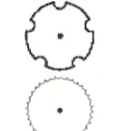
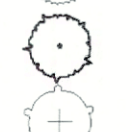
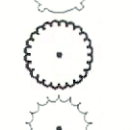
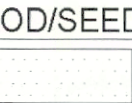
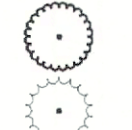
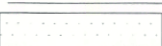
SHEET NUMBER

A-04

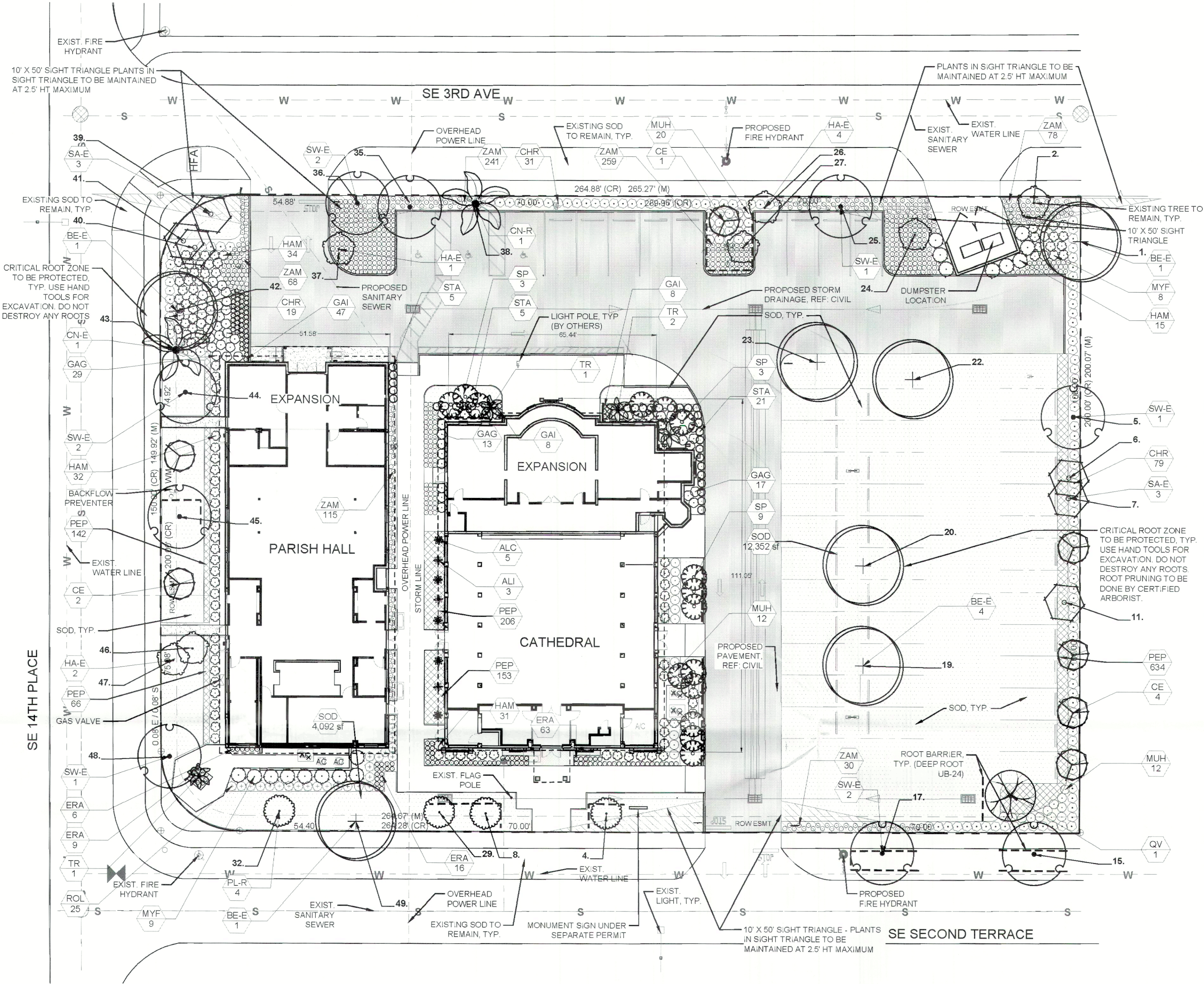
Landscape Data:

Community Facilities (CF)	Required	Provided
Landscape Areas/Pervious Areas One tree and ten shrubs and ten ground covers per 1,500 square feet.	(25,862/1,500) 18 Trees 180 Shrubs 180 Ground Covers	23 Existing Trees 974 Shrubs 634 Ground Covers
Foundation Planting Fronting Parking or Vehicular Use Group of three palms every 40 LF of foundation planting. No point in the foundation planting may be less than five feet in width for required landscape and this area shall be clear of any roof overhang. A minimum of ten shrubs and 30 ground cover plants shall also be planted for every 40 feet of facade length.	176/40 4 Groups of Palms 40 Shrubs 120 Ground Covers 51/40 1 Group of Palms 10 Shrubs 30 Ground Covers	4 Groups of Palms 40 Shrubs 120 Ground Covers 1 Group of Palms 10 Shrubs 30 Ground Covers
Pervious (Green Area)	15% min = 8,648.97 SF	25,862 SF

Plant Schedule:

SYMBOL	CODE	BOTANICAL NAME	COMMON NAME	SIZE	NATIVE	DROUGHT TOLERANCE	QTY	
EXISTING TREES								
	BE-E	Bucida buceras	Black Olive Tree	Existing to Remain	No	High	7	
	CN-E	Cocos nucifera	Coconut Palm	Existing to Remain	No	High	1	
	HA-E	Handroanthus chrysotrichus	Golden Trumpet Tree	Existing to Remain	No	High	7	
	SA-E	Sabal palmetto	Sabal Palm	Existing to Remain	Yes	High	6	
	SW-E	Swietenia mahagoni	Mahogany	Existing to Remain	No	High	9	
RELOCATED TREES								
	CN-R	Cocos nucifera	Coconut Palm	Relocated on Site	No	High	1	
	PL-R	Plumeria rubra	Red Frangipani	Relocated on Site	No	High	4	
CODE TREES								
	SP	Sabal palmetto	Sabal Palm	FG, 18" GW, HVY C, CV TRK, SP	Yes	High	15	
MITIGATION TREES								
	CE	Conocarpus erectus 'Sericeus'	Silver Buttonwood	FG, 10' HT, 1.5" CAL, 4.5' SPR, 4' CT	Yes	High	7	
	QV	Quercus virginiana	Southern Live Oak	FG, 16' HT, 3" CAL., 6' SPR., 5' CT	Yes	High	1	
	TR	Thrinax radiata	Florida Thatch Palm	FG, 12' GW, SP, MATCH, NO SCARS	Yes	High	4	
SHRUBS								
	ALI	Alcantarea imperialis	Imperial Bromeliad	7G, 36" OA, F, SP, AS, 18" SPR.	No	Moderate	3	
	ALC	Alcantarea odorata	Giant Silver Bromeliad	7G, 36" OA, F, SP, AS, 18" SPR.	No	High	5	
	CHR	Chrysobalanus icaco 'Redtip'	Red Tip Cocoplum	3G, 24" HT x 18" SPR., F	Yes	Moderate	129	
	ERA	Eragrostis eliottii	Elliot's Love Grass	1G, 12" OA, F, 12" SPR.	Yes	High	94	
	GAI	Gaillardia pulchella	Blanketflower	1G, 12" OA, F, 12" SPR.	Yes	High	63	
	GAG	Galphimia glauca	Thryallis	3G, 24" HT x 18" SPR., F	No	Moderate	59	
	HAM	Hamelia patens 'calusa'	Dwarf Firebush	CG, 36" OA, F, 24" SPR.	Yes	Moderate	112	
	MUH	Muhlenbergia capillaris	Pink Muhly Grass	3G, 24" HT x 18" SPR., F	Yes	Moderate	44	
	MYF	Myrcianthes fragrans	Simpson's Stopper	7G, 4' HT x 3' SPR, FTB	Yes	Moderate	17	
	ROL	Rondeletia leucophylla	Panama Rose	3G, 24" HT x 18" SPR., F	No	Moderate	25	
	STA	Stachytarpheta jamaicensis	Blue Porterweed	3G, 24" HT x 12" SPR, FF, SP	Yes	Moderate	31	
	ZAM	Zamia pumila	Coontie Cycad	3G, 24" HT x 18" SPR., F	Yes	High	791	
SYMBOL	CODE	BOTANICAL NAME	COMMON NAME	SIZE	NATIVE	DROUGHT TOLERANCE	SPACING	QTY
GROUND COVERS								1,201
	PEP	Peperomia obtusifolia	Baby Rubberplant	CG, 12" OA, F, 12" SPR.	Yes	Moderate	12" o.c.	
SOD/SEED								16,444 sf
	SOD	Paspalum notatum	Bahia Grass	sod	No	High		

53% OF TREES ARE NATIVE, 18% ARE FLOWERING, 93% OF SHRUBS ARE NATIVE, 100% OF GROUND COVERS ARE NATIVE



Landscape Notes:

- All excavation within existing tree root zones to be done with hand tools only. No damage to occur to existing roots. Root pruning to be done by certified arborist as needed.
- Alternative plant species for required landscape may be permitted subject to review and approval by the Deerfield Beach Department prior to installation.
- All prohibited exotic or invasive species shall be removed from the entire site prior to the issuance of a Certificate of Occupancy.
- All required landscaping shall be installed prior to the issuance of a Certificate of Occupancy.
- No Cypress Mulch is to be used on site. Eucalyptus or Melaleuca Mulch is to be used in a 3" consistent layer in all planting beds.
- Enhanced landscaping beyond minimum requirements will conform to all applicable sections of the Deerfield Beach Landscape Manual.
- This plan has been designed to meet the tree planting requirements contained within the FPL document entitled 'Plant the Right Tree in the Right Place' and Deerfield Beach Landscape Manual.
- For existing or proposed utilities, no tree shall be planted where it could, at mature height conflict with overhead power lines.
- Tree species shall be selected as to minimize conflicts with existing or proposed utilities.
- See engineer's plans for all underground & overhead utilities and field locate all prior to installation; contact Landscape Designer/Owner regarding any conflicts.
- All site drainage by others.
- City assumes liability and maintenance of trees placed outside of property line.
- Landscape adjacent to vehicular traffic to be maintained to preserve sight line visibility.
- Tree Relocation Note: Do not relocate without obtaining permit from the Deerfield Beach. Existing tree(s) to be relocated require root pruning by a qualified professional prior to relocation. If the tree(s) does not survive after relocation and is dead or in poor health at time of final inspection, mitigation will be required through payment into the tree preservation fund, equal to \$350 per every 2" tree mitigation owed.
- Irrigation Note: All landscaped areas shall receive 100% coverage by means of an automatic sprinkler system designed and constructed in accordance with the Deerfield Beach Code of Ordinances, the Florida Building Code, State Law, and the regulations of the South Florida Water Management District. Failure to maintain or disconnection of the irrigation system shall be a violation of these regulations.

Project Team

Landscape Architect.

 LANDSCAPE ARCHITECTURAL SERVICES, LLC

Brandon White | Owner
772-834-1357 | brandon@las-fl.com
Paul Goulas | Owner
772-631-8400 | paul@las-fl.com
1708 SE Joy Haven Street
Port St. Lucie, FL 34983

Owner / Applicant

The Resurrection Orthodox Cathedral

Building Renovations

1416 SE 2nd Terrace Deerfield Beach, FL 33441

Landscape Plan

Revisions		
Date	Init.	Description
12.11.24	ST	Initial Submittal
02.06.25	ST	Revision 1
07.10.25	TA	Revised Per Site Plan
07.16.25	BW	Revision 2
08.01.25	TA	Revision 3
08.21.25	TA	Revision 4
11.10.25	TA	Revision 5



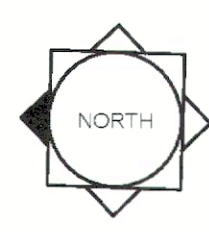
PAUL GOULAS, RLA
FLORIDA REG. # LA666807

Drawn By: TA

Checked By: PG

Municipal Project:

Scale:



SCALE: 1" = 20'

0 5' 10' 20'

LA-1



Landscape Tree Mitigation Data:

Tag #	Common Name	Scientific Name	DBH (in)	Height (ft)	Spread (ft)	Tree Canopy Coverage to be replaced* (SF)	Disposition	Condition %	Specimen Tree Appraised Value	Notes
1	Black Olive	Terminalia buceras	21	20	30		Remain in place	60	\$ 10,000.00	Many epicormic growth near the flare, decay pockets, rubbing limbs, dead/decaying limbs
2	Yellow Tabebuia	Handroanthus chrysotrichus	6	10	10		Remain in place	70		Tip die-back, Shaded out
3	Yellow Tabebuia	Handroanthus chrysotrichus	6	10	10	79	To be removed	50		Tip die-back, Shaded out
4	Pink Frangipani	Plumeria rubra	3.3	2	10		To be relocated	75		
5	Mahogany	Swietenia mahagonia	25	30	30		Remain in place	60	\$ 27,000.00	Major included bark flaw
6	Sabal Palm	Sabal palmetto	14	15	CH		Remain in place	70		
7	Sabal Palm	Sabal palmetto	12	10	CH		Remain in place	70		
8	Pink Frangipani	Plumeria rubra	4.3	15	10		To be relocated	70		
9	Pink Frangipani	Plumeria rubra	3.3	15	15		Remain in place	70		
10	Pink Frangipani	Plumeria rubra	6.5	15	20		Remain in place	75		
11	Sabal Palm	Sabal palmetto	12	15	10		Remain in place	75		
12	Indian Rosewood	Delbergia stenos	10	18	10		To be removed	25		Major decay in trunk
13	Florida Holly	Schinus terebinthifolia	3.3	2	15		To be removed	60		Identified as Category I on the Florida Invasive Species Council's List of Invasive Plant Species
14	Pink Frangipani	Plumeria rubra	5.4	3.3	10	79	To be removed	75		
15	Mahogany	Swietenia mahagonia	14	20	20		Remain in place	60		Included bark flaw
16	Black Olive	Terminalia buceras	15	10	20	314	To be removed	50		Poor structure, dead and decaying branches
17	Mahogany	Swietenia mahagonia	10	15	20		Remain in place	75		
18	Black Olive	Terminalia buceras	22	18	30		To be removed	40		Poor structure, leaning/roots heaving, 4 included bark flaws, open wound from broken limbs
19	Black Olive	Terminalia buceras	12	15	20		Remain in place	75		
20	Black Olive	Terminalia buceras	31.5	18	40		Remain in place	60	\$ 21,000.00	Large open wound from broken limb, rubbing limbs, causing damage to property.
21	Black Olive	Terminalia buceras	9	15	15	177	To be removed	50		1 dead limb
22	Black Olive	Terminalia buceras	18	20	30		Remain in place	75		
23	Black Olive	Terminalia buceras	12	18	20		Remain in place	75		
24	Yellow Tabebuia	Handroanthus chrysotrichus	12	15	10		Remain in place	75		
25	Mahogany	Swietenia mahagonia	18	25	20		Remain in place	75	\$ 18,000.00	
26	Yellow Tabebuia	Handroanthus chrysotrichus	9	10	8		Remain in place	75		
27	Yellow Tabebuia	Handroanthus chrysotrichus	9	10	10		Remain in place	75		
28	Yellow Tabebuia	Handroanthus chrysotrichus	10	8	10	79	To be removed	50		Over trimmed, many epicormic growth, defoliating
29	Pink Frangipani	Plumeria rubra	3.2	2	8	10	To be relocated	75		Defoliating
30	Sabal Palm	Sabal palmetto	15	10	CH		To be removed	75		
31	Sabal Palm	Sabal palmetto	17	10	CH		To be removed	75		
32	Pink Frangipani	Plumeria rubra	8	10	10		To be relocated	75		
33	Yellow Tabebuia	Handroanthus chrysotrichus	14	15	15	177	To be removed	75		
34	Christmas Palm	Adonidia neriifolia	4.4	10	10		To be removed	75		
35	Mahogany	Terminalia buceras	24	30	30		Remain in place	60	\$ 21,000.00	Rubbing limbs
36	Mahogany	Terminalia buceras	25	30	30		Remain in place	70	\$ 25,000.00	
37	Yellow Tabebuia	Handroanthus chrysotrichus	8	15	10		Remain in place	70		
38	Coconut Palm	Coccothrinax	12	30	20		To be relocated	75		
39	Sabal Palm	Sabal palmetto	12	20	CH		Remain in place	75		
40	Sabal Palm	Sabal palmetto	12	20	CH		Remain in place	75		
41	Sabal Palm	Sabal palmetto	12	20	CH		Remain in place	75		
42	Black Olive	Terminalia buceras	20.5	30	20		Remain in place	70	\$ 16,000.00	
43	Coconut Palm	Coccothrinax	8	25	15		Remain in place	75		
44	Mahogany	Terminalia buceras	31	35	30		Remain in place	60	\$ 39,000.00	Major included bark flaw
45	Mahogany	Terminalia buceras	21	25	25		Remain in place	75	\$ 30,000.00	
46	Yellow Tabebuia	Handroanthus chrysotrichus	9	8	10		Remain in place	60		
47	Yellow Tabebuia	Handroanthus chrysotrichus	11.14	20	20		Remain in place	60		
48	Mahogany	Terminalia buceras	19	20	30		Remain in place	70	\$ 20,000.00	
49	Black Olive	Terminalia buceras	29	35	50		Remain in place	70	\$ 46,000.00	
50	Sabal Palm	Sabal palmetto	14	10	CH		To be removed	75		
51	Queen Palm	Syagrus romanzoffiana	12	18	8	50	To be removed	50		Mineral deficiency, short fronds, light green to yellow fronds

Total canopy SF to be removed

Total canopy SF to be mitigated

1139

1708

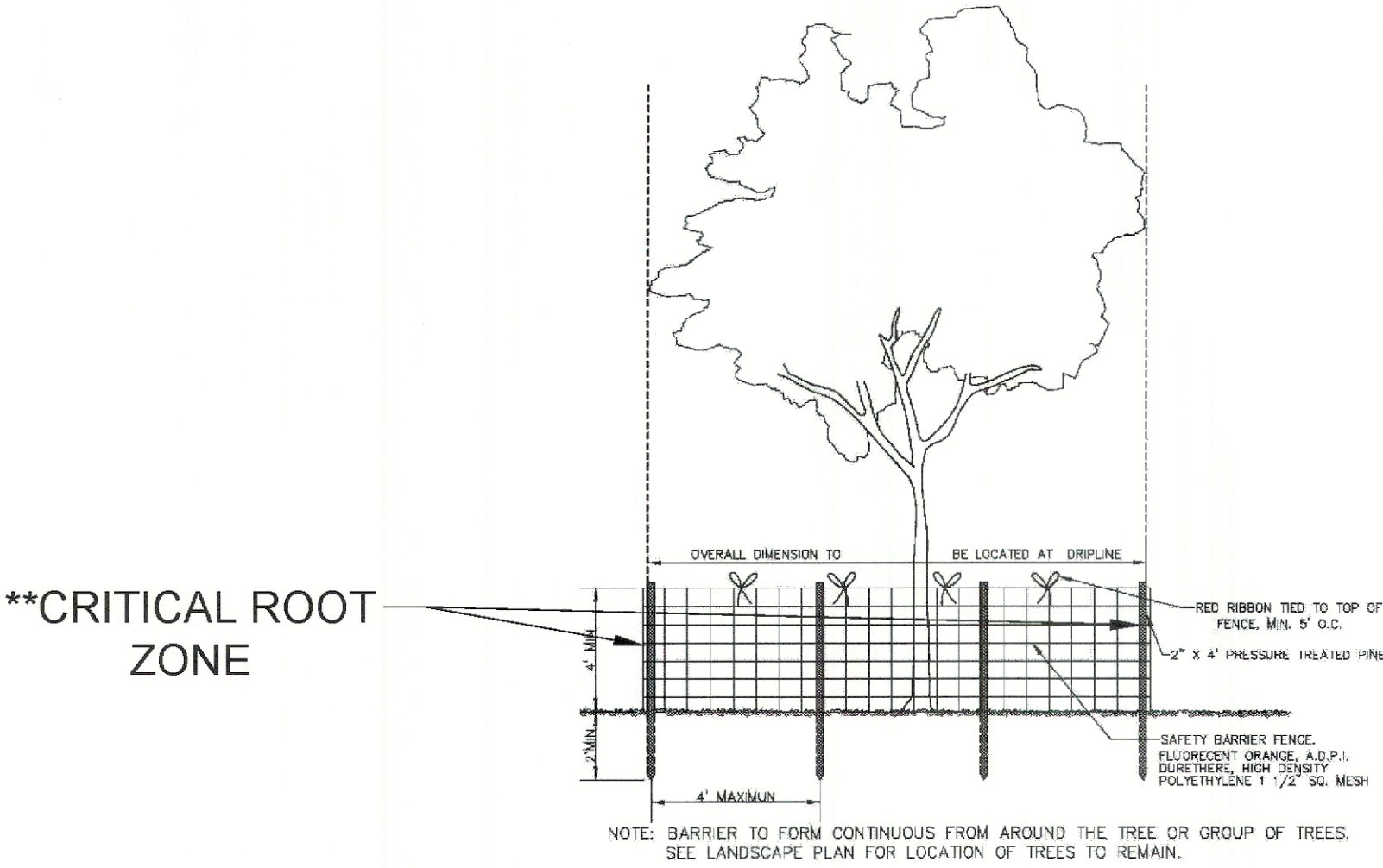
Total Mitigation Provided	Qty	SF	Total SF
Category 1 Tree - 16" ht. & 3" min. caliper	1	400	400
Category 2 Tree - 10" ht.	7	200	1400
** Category 3 Palms - 12" G.W.	1	100	100
Total Canopy SF Mitigation Provided			1900

* Trees causing damage to property, invasive, or in poor condition are not counted towards replacement canopy coverage totals.

** 0 palms counted at 1:1 for palm mitigation, 3 palms counted at 3:1 for canopy tree mitigation.

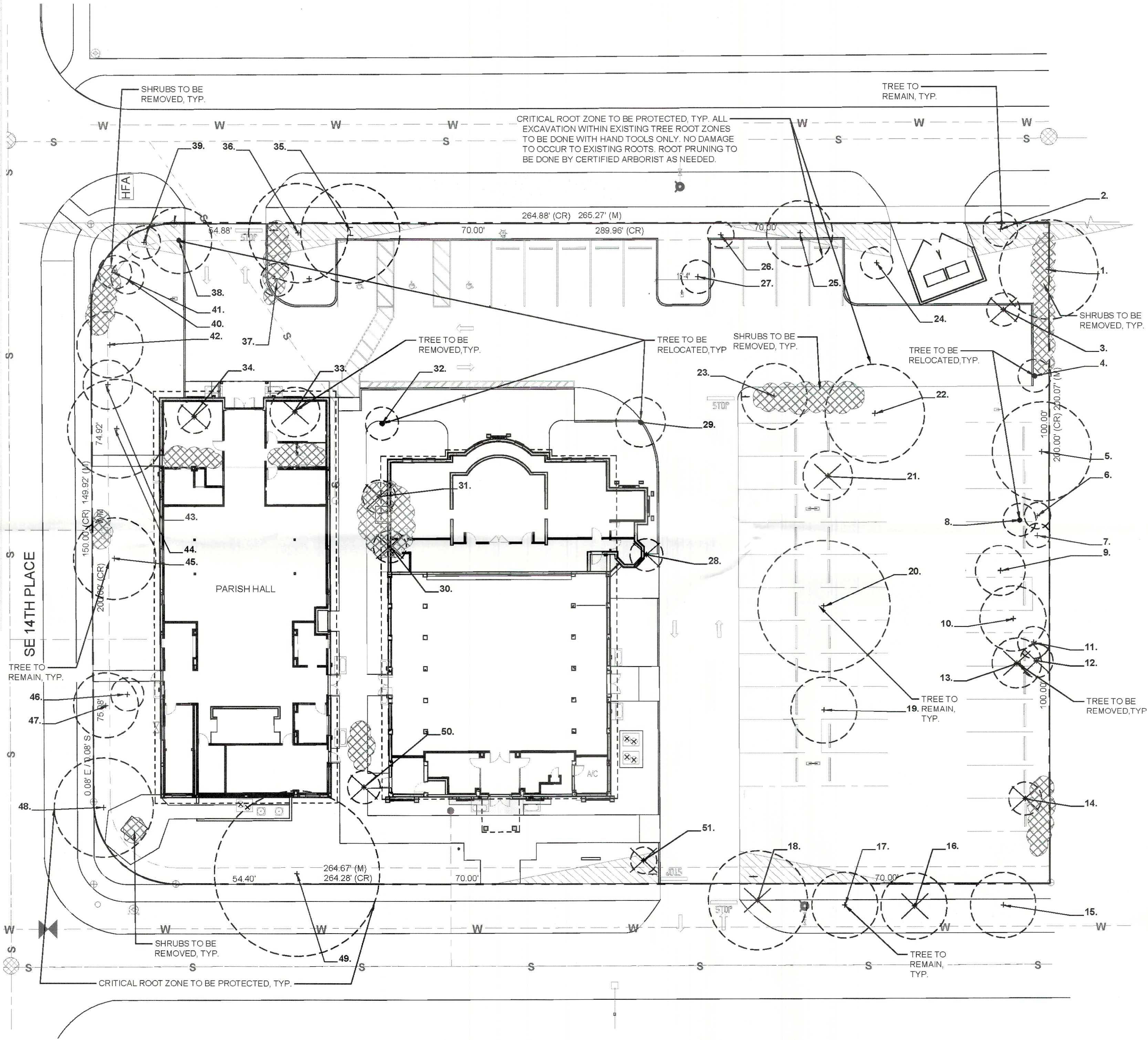
*TREES TO BE PRESERVED TO RECEIVE TREE BARRICADE PER BELOW :

- Note: All excavation within existing tree root zones to be done with hand tools only. No damage to occur to existing roots. Root pruning to be done by certified arborist as needed.



Tree Protection Detail

- *The critical root zone (CRZ) is an area around a tree that is a circular area measured with a radius from the center of the tree. The radius is calculated as one (1) foot of radius for each one (1) inch of diameter at breast height (4.5 feet above grade). For any fraction of a foot over a whole foot, the diameter at breast height will be rounded up to the next whole number. Example: a tree has a diameter at breast height of twenty-one and one-quarter (21 1/4) inches; the CRZ is a circle, centered on the center of the tree, with a radius of twenty-two (22) feet.



Project Team

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Existing Tree Information

Revisions		
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PAUL GOULAS, RLA
FLORIDA REG. # LA6666807

Drawn By: TA
Checked By: PG
Municipal Project:
Scale:

NORTH

SCALE: 1" = 20'

0 10' 20' 40'

LA-2

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LANDSCAPE SPECIFICATIONS

PART 1: GENERAL CONDITIONS

- 1.01 SCOPE
- A. The landscape contract includes the supplying and planting of all trees, shrubs, vines, and ground cover together with all necessary labor, equipment, tools and materials needed for the successful completion, execution and maintenance of the landscape plans.
- 1.02 AGENCY STANDARDS
- A. Grades and standards of plant materials to be used shall be true to name, size, condition and graded Florida #1 or better as stated in: Grades and Standards of Florida Plant Materials published by the State of Florida Department of Agriculture, Tallahassee, Florida.
- 1.03 SITE EXAMINATION:
- A. The Landscape Contractor shall personally examine the site and fully acquaint him/herself with all of the existing conditions in order that no mis-understanding may afterwards arise as to the character or extent of the work to be performed, and additionally, in order to acquaint him/herself with all precautions to be taken in order to avoid injury to property or persons. No additional compensation will be granted because of any unusual difficulties which may be encountered in the execution or maintenance of any portion of the work.
- 1.04 ERRORS AND OMISSIONS:
- A. The plant list is a part of the drawings and is furnished as a convenience. The plant list indicates the name, size and quantities of specific plant materials as called for and is located on the drawings. The Landscape Contractor is responsible for his/her own quantity count, and any discrepancy between drawings and plant list shall be considered as correct on the drawings.
- B. The Landscape Contractor shall not take advantage of errors or omissions in the specifications or contract drawings. Full instruction will be given if such errors are discovered. Upon the discovery of any discrepancies in, or omissions from, the drawings or documents, or should the Landscape Contractor be in doubt as to their meaning, the Landscape Architect shall be notified and will determine the actions necessary to reach clarity.
- C. If plans and specifications are found to disagree after the contract is awarded, the Landscape Architect shall be the judge as to which was intended.
- 1.05 EXECUTION OF THE WORK:
- A. The Landscape Contractor shall have his labor crews controlled and directed by a Foreman well versed in plant materials, planting methods, reading blueprints, and coordination between job and nursery in order to execute installation correctly and in a timely manner.
- B. The Landscape Contractor shall provide a competent English speaking Foreman on the project at all times, who shall be fully authorized as the Contractor's agent on the work. The Superintendent shall be capable of reading and thoroughly understanding the Plans, Specifications and other Contract Documents. If the Superintendent is deemed incompetent by the Landscape Architect, he (the superintendent) shall be immediately replaced.
- C. The Landscape Contractor shall be available for any meetings with the Owner and/or Landscape Architect during implementation of the job. Any additional work or changes required as a result of failure to communicate with the Owner or Landscape Architect during implementation will be the responsibility of the Landscape Contractor.
- 1.06 PROTECTION OF PUBLIC AND PROPERTY:
- A. The Landscape Contractor shall protect all materials and work against injury from any cause and shall provide and maintain all necessary safeguards for the protection of the public. He shall be held responsible for any damage or injury to persons or property which may occur as a result of his fault or negligence in the execution of the work, i.e. damage to underground pipes or cables.
- 1.07 CHANGES AND EXECUTION:
- A. The Contractor shall not start work on any changes or "extras" in the project until a written agreement setting forth the adjusted prices has been executed by the Owner and the Contractor. Any work performed on changes or "extras" prior to execution of a written agreement may or may not be compensated for by the Owner at his discretion.
- 1.08 GUARANTEE:
- A. The Landscape Contractor shall furnish a written guarantee warranting all materials, workmanship and plant materials, except sod, for a period of ONE (1) YEAR from the time of completion and acceptance by the Landscape Architect and Owner. Sod shall be guaranteed to 90 calendar days after acceptance by the Landscape Architect and Owner. All plant material shall be alive and in satisfactory condition and growth for each specific kind of plant at the end of the guarantee period. The guarantee of plant material shall be construed to mean complete and immediate replacement with plant material of the same variety, type, size, quality and grade as that of the originally specified material. During the guarantee period it shall be the Landscape Contractor's responsibility to immediately replace any dead or unhealthy material as determined by the Landscape Architect. The guarantee will be null and void if plant material is damaged by lightning, hurricane force winds, or any other acts of God, as well as vandalism or lack of proper maintenance.
- B. At the end of the specified guarantee period, any plant required under this contract that is dead or not in satisfactory condition, as determined by the Landscape Architect, shall be replaced. The Landscape Contractor shall be responsible for the full replacement cost of plant materials for the first replacement and share subsequent replacement (s) costs equally with the Owner, should the replacement plant fail to survive.
- 1.09 CARE AND MAINTENANCE:
- A. The Landscape Contractor shall be responsible for the care and maintenance of all plant materials and irrigation when applicable until final acceptance by the Owner or Landscape Architect.
- B. The Owner agrees to execute the instructions for such care and maintenance.
- 1.10 SAFETY:
- A. It shall be the responsibility of the Landscape Contractor to protect all persons from injury and to avoid property damage. Adequate warning devices shall be placed and maintained during the progress of the work.
- B. It shall be the contractor's responsibility to conform to all local, state, and federal safety laws and codes including the Federal Occupational Safety And Health Act (O.S.H.A.).
- 1.11 CONTRACTOR QUALIFICATION:
- A. The Owner may require the adjacent contractor (s) to qualify him/herself to be a responsible entity by furnishing any or all of the following documentary data:
1. A financial statement showing assets and liabilities of the company current to date.
 2. A listing of not less than (3) completed projects of similar scope and nature.
 3. Permanent name and address of place of business.
 4. The number of regular employees of the organization and length of time the organization has been in business under the present name.
- 1.12 INSURANCE AND BONDING:
- A. The contractor (s) shall submit proof of insurance for this job for the time period that the work is done. The minimum amount of insurance shall be \$300,000.00 per person and \$300,000.00 per aggregate or as required by owner and agreed to in the contract. The successful bidder shall be required to have this coverage in effect before beginning work on the site.
- B. The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.
- 1.13 PERMITS AND CERTIFICATES:
- A. All contractors shall secure and pay for all permits and certificates required for his/her class of work.
- PART 2: MATERIALS
- 2.01 PLANT MATERIALS:
- A. A complete list of plants is shown on the drawings, including a schedule of quantities, sizes, and such other requirements deemed necessary. In the event discrepancies occur, the specifications on the drawings shall govern.
- B. Substitutions: Substitutions of plant materials or changes in size or spacing of materials will be permitted ONLY upon written authorization by the Owner or Landscape Architect. If plant material is not of sufficient size to meet applicable codes, a letter of variance from the appropriate agency must be obtained by the Contractor prior to issuance of any change order. If material of smaller size is to be accepted, the quantity of material shall be increased at no additional cost to the Owner, to meet the intent of the drawings.
- C. All plant materials shall have a habit of growth that is normal for the species and shall be healthy, vigorous and equal to or exceed the measurements specified in the plant list, which are the minimum acceptable sizes. Plants shall be measured before pruning with branches in normal position. Any necessary pruning shall be done at the time of planting.
- D. All plant materials shall be nursery grown, unless otherwise noted, Florida #1 or better and shall comply with all required inspections, grading standards and plant regulations as set forth by the Florida Department of Agriculture's Grades and Standards for Nursery Plants, most current edition and Grades and Standards for Nursery Plants, most current addition.
- E. Plants that do not have the normal balance of height and spread typical for the respective plant shall not be acceptable.
- F. The Landscape Contractor shall install each plant to display its best side. Adjustments may be required if plants are not installed properly and/or approved by the Landscape Architect at no additional cost to owner.

- 2.02 INSPECTION
- A. The Landscape Architect and Owner may inspect trees and shrubs at place of growth or at site before planting, for compliance with requirements for genus, species, variety, size and quality. The Landscape Architect and Owner retain the right to further inspect trees and shrubs for size and condition of balls and root systems, insects, injuries and latent defects, and to reject unsatisfactory or defective material at any time during progress of work. Rejected plant materials shall be immediately removed from project site.
- 2.03 PROTECTION OF PLANT MATERIALS:
- A. Balled and burlapped plants (B & B) shall be dug with firm natural balls of earth of sufficient diameter and depth to encompass the fibrous and feeding root system necessary for full recovery of the plant. Balls shall be firmly wrapped with burlap similar materials and bound with cord, rope, or wire mesh. All collected plants shall be balled and burlapped.
- B. Plants with broken, damaged or insufficient rootballs will be rejected.
- C. All plant material shall be protected from possible bark injury or breakage of branches. All plants transported by open trucks shall be adequately covered to prevent windburn, drying or damage to plants.
- D. Plants which cannot be planted immediately on delivery to the site shall be covered with moist soil, mulch or other protection from the drying of wind and sun. All plants shall be watered as necessary by the Landscape Contractor until planted.
- 2.04 STORAGE:
- A. All plant materials shall be stored on the site in designated areas, specified by the Landscape Architect or Owner's agent.
- B. No plant material shall be stored longer than seventy-two (72) hours unless approved by Landscape Architect and/or owner.
- C. The Landscape Architect reserves the right to reject any plant materials not in conformance with these specifications.
- D. All rejected material shall be immediately removed from the site and replaced with acceptable material at no cost to the Owner.
- 2.05 PROTECTION DURING PLANTING:
- A. Trees moved by winch or crane shall be thoroughly protected from chain marks, girdling or bark slippage by means of burlap, wood batens or other approved methods. Battens shall NOT be attached to the tree with nails.
- 2.06 PLANTING SOIL:
- A. Planting soil for all plantings shall consist of existing native soil and shall be free of debris, roots, clay, stones, plants or other foreign materials which might be a hindrance to planting operations or be detrimental to good growth.
- 2.07 FERTILIZER:
- A. Commercial fertilizer shall comply with the state fertilizer laws. Nitrogen shall not be less than 40% from organic source. Inorganic chemical nitrogen shall not be derived from the sodium form of nitrate. Fertilizer shall be delivered to the site in unopened original containers, each bearing the manufacturer's guarantee analysis. Any fertilizer that becomes caked or otherwise damaged shall be rejected.
- B. Thoroughly mixed 3 lbs. of commercial fertilizer to each cubic yard of planting soil.
- C. Tableted fertilizer shall be Agriform planting tablets 20-10-5 formula, 21 gram or equal. All trees and shrubs shall be fertilized with tableted fertilizer as follows: While backfilling plant holes, fertilizer tablets shall be equally spaced and placed adjacent to the ball mid-way in depth in accordance with the following rates:
- | | |
|-------------------------------|-------------------------------|
| 1 gallon container: 1 tablet | 3 gallon container: 2 tablets |
| 5 gallon container: 3 tablets | 7 gallon: 5 tablets |
- Large tubs, wire baskets, grow bags, and balled and burlapped material shall have 1 tablet for each 1/2 inch of trunk diameter (measured 3 feet from ground) or for each foot of height or spread of larger shrub material. The Landscape Architect reserves the right to inspect and review the application of fertilizer.
- 2.08 MULCH:
- A. Mulch material shall be clean, dry, free of weeds, seeds and pests, moistened at the time of application to prevent wind displacement. Cypress &/or Red mulch is prohibited.
- B. All trees and shrub beds shall receive 3" mulch immediately after planting and thoroughly watered, or as required by local jurisdiction. Apply 2" max on tree & palm rootballs, keep away from tree & palm trunks.

PART 3: EXECUTION

- 3.01 DIGGING:
- A. The Landscape Contractor shall exercise care in digging and other work so as not to damage existing work, including overhead wires, underground pipes and cables and the pipes and hydrants of watering systems. Should such overhead or underground obstructions be encountered which interfere with planting the Owner shall be consulted and contractor will adjust the location of plants to clear such obstruction. The Contractor shall be responsible for the immediate repair of any damage caused by his work.
- 3.02 GRADING:
- A. Grading for drainage, swales, etc. to within 4 inches of the finished grade to be provided by others.
- B. It shall be the responsibility of the Landscape Contractor to provide the final grading during the course of landscape installation so as to bring sod and planting areas to the proper elevations in relation to walks, paving, drain structures, and other site conditions. The site grading plan must be checked prior to installation of sod to insure that drainage and other conditions will NOT be modified.
- 3.03 PLANTING:
- A. Planting shall take place during favorable weather conditions.
- B. The Contractor shall call for utility locations and ascertain the location of all utilities and easements so proper precautions can be taken not to damage or encroach on them.
- C. Tree Planting shall be located where it is shown on the plan. No planting holes shall be dug until the proposed locations have been staked on the ground by the Contractor.
- D. Excavation of holes shall extend to the required subgrades as specified on the planting diagrams located in the planting plans. Plant pits shall be circular in outline and shall have a profile which conforms to the aforementioned Tree and Shrub Planting Diagrams.
- E. A representative number of planting pits (a minimum of one in every 25 feet throughout the entire site) shall be tested for proper drainage. See Landscape Plan for complete testing methods and requirements.
- F. Planting pits shall be excavated to the following dimensions and refilled with a mixture of (1/2) planting soil (1/2) existing native soil:
- 1 Gallon material (1 gal.): 12" x 12" x 12" min.
3 Gallon material (3 gal.): 20" x 20" x 18" min.
Lemo material (7 gal.): 30" x 30" x 24" min.
- G. No planting or laying of sod shall be initiated until the area has been cleaned of existing sod or other plant materials, rough grass, weeds, debris, stones, etc. and the ground has been brought to an even grade, with positive drainage away from buildings and towards drain inlets and swales and approved by Landscape Architect or owner's rep.
- H. Each plant shall be planted in an individual hole as specified for trees, shrubs, and vines.
- I. All plants shall be set to ultimate finished grade. No filling will be permitted around trunks or stems. All ropes, wire, stakes, etc., shall be removed from sides and top of the ball and removed from hole before filling in.
- J. All flagging ribbon shall be removed from trees and shrubs before planting.
- K. Excess excavation (fill) from all holes shall be removed from the site, at no additional expense to Owner.
- L. All claims shall be backfilled with sand, thoroughly washed in during planting operations and with a shallow saucer depression left at the soil line for future waterings. Saucer areas shall be top dressed two (2") inches deep with topsoil raked and left in a neat, clean manner.
- 3.04 PRUNING:
- A. Remove dead and broken branches from all plant material. Prune to retain typical growth habit of individual plants with as much height and spread as possible in a manner which will preserve the plant's natural character.
- B. Make all cuts with sharp instruments flush with trunk or adjacent branch, in such a manner as to insure elimination of stubs. Cuts made at right angles to line of growth will not be permitted.
- C. Trees shall not be poled or topped.
- D. Remove all trimmings from site.

- 3.05 GUYING:
- A. All trees over six (6) feet in height shall, immediately after setting to proper grade, be guyed with three sets of two strands, No. 12 gauge malleable galvanized iron, in tripod fashion. See Detail.
- B. Wires shall not come in direct contact with the tree but shall be covered with an approved protection device at all contact points. Wires shall be fastened in such a manner as to avoid pulling crotches apart.
- D. Stake & Brace all trees larger than 12" db. See detail.
- E. Stakes shall be 2" x 2" lumber of sufficient length to satisfactorily support each tree.
- 3.06 WATER:
- A. Each plant or tree shall be thoroughly watered in after planting. Watering of all newly installed plant materials shall be the responsibility of the Landscape Contractor until final acceptance by the Landscape Architect.
- B. See General Notes of Landscape Plan for water source.
- 3.07 SOD:
- A. The Landscape Contractor shall sod all areas indicated on the drawings.
- B. It shall be the responsibility of the Landscape Contractor to fine grade all landscape areas, eliminating all bumps, depressions, sticks, stones, and other debris.
- C. The sod shall be firm, tough texture, having a compacted growth of grass with good root development. It shall contain no noxious weeds, or any other objectionable vegetation, fungus, insects, or disease. The soil embedded in the sod shall be good clean earth, free from stones and debris.
- D. Before being cut and lifted, the sod shall have been mowed at least three times with a lawn mower, with the final mowing not more than seven days before the sod is cut. The sod shall be carefully cut into uniform dimensions.
- E. 6-8 lb fertilizer with all trace elements is to be applied at the rate of 40 lbs. per 1,000 sq. ft. prior to laying sod.
- F. Solid sod shall be laid with closely abutting, staggered joints with a tamper or roller, even surface.
- G. The finished level of all sod areas after settlement shall be one (1") inch below the top of abutting curbs, walks, paving and wood borders to allow for building turf.
- H. If in the opinion of the Landscape Architect, top dressing is necessary after rolling, clean yellow sand will be evenly applied over the entire surface and thoroughly washed in.

- 3.08 SEEDING:
- A. The Landscape Contractor shall remove all vegetation and rocks larger than (1") in diameter from areas to be seeded, scarify the area, then apply fertilizer at a rate of 500 lbs. per acre.
- B. Application: Argentine Bahia Grass seed - 200 Pounds per acre mixed with common rye seed Bermuda seed - 30 lbs. per acre. All other seed mixtures shall be applied per the manufacturer's instructions.
- C. Roll immediately after seeding with a minimum 500 pound roller; then apply straw mulch at the rate of 2,500 pounds per acre.
- D. Aerate fertilizer at the rate of 150 lbs. per acre 45-60 days after seeding.

3.09 CLEANING UP:

- A. The contractor shall at all times keep the premises free from accumulations of waste materials or rubbish caused by his employees or work. He shall leave all paved areas "broom clean" when completed with his work.

3.10 MAINTENANCE:

- A. Maintenance shall begin immediately after each plant is installed and shall continue until all planting has been accepted by the Owner or Landscape Architect. Maintenance shall include watering, weeding, removal of dead materials, resetting plants to proper grades or upright positions, staking, restoration of planting saucer and/or any other necessary operations.
- B. Proper protection to lawn areas shall be provided and any damage resulting from planting operations shall be repaired promptly.
- C. Replacement of plants during the maintenance period shall be the responsibility of the Contractor, excluding vandalism or damage on the part of others, lighting, or hurricane force winds, until final acceptance.
- D. In the event that weeds or other undesirable vegetation become prevalent, it shall be the Contractor's responsibility to remove them.
- E. Trees or other plant material which fall or are blown over during the maintenance period will be reset by the Contractor at no additional expense to the Owner, the only exception being hurricane force winds.
- 3.11 COMPLETION, INSPECTION AND ACCEPTANCE:
- A. Completion of the work shall mean: the full and exact compliance and conformity with the provisions expressed or implied in the Drawings and in the Specifications, including the complete removal of all trash, debris, soil or other waste created by the Landscape Contractor.
- B. Inspection of work to determine completion of contract, exclusive of the possible replacement of plants, will be made by the Owner and/or Landscape Architect at the conclusion of all planting and at the request of the Landscape Contractor.
- C. All plant material shall be alive and in good growing condition for each specified kind of plant at the time of acceptance. The rating of each plant according to Florida Grades and Standards shall be equal to or better than that called for on the plans and in these Specifications at the time of final inspection and acceptance.
- D. After inspection, the Landscape Contractor will be notified by the Owner of the acceptance of all plant material and workmanship, exclusive of the possible replacement of plants subject to guarantee.

DRAINAGE TESTING/DRAINAGE CHANNEL REQUIREMENTS

PRIOR TO PLANTING ALL PLANTING PITS SELECTED FOR TESTING SHALL BE TESTED IN THE FOLLOWING MANNER

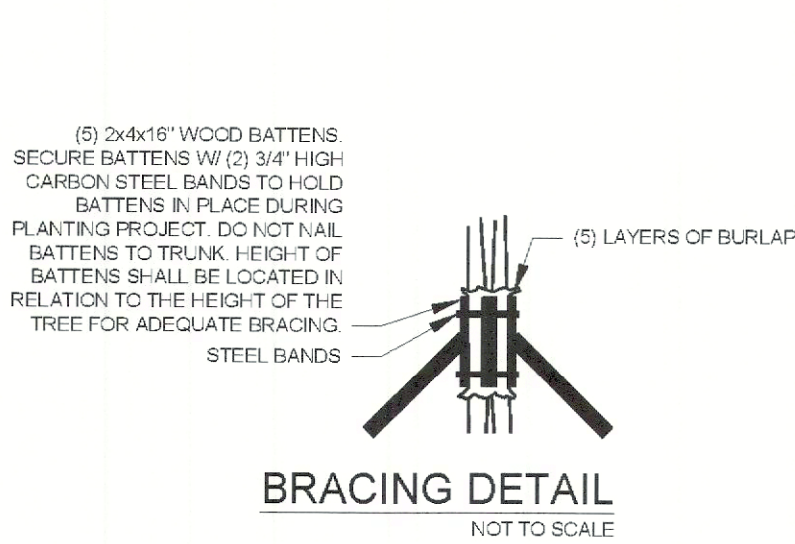
A. DIG EACH PLANTING PIT TO THE MINIMUM SPECIFIED SIZE

- B. FILL PLANTING PIT WITH TWELVE INCHES (12") OF WATER. IF THE WATER LEVEL DROPS FOUR (4") OR MORE WITHIN FOUR (4) HOURS, THE DRAINAGE IS SUFFICIENT AND A DRAINAGE CHANNEL IS NOT REQUIRED. IF THE WATER LEVEL DROPS LESS THAN FOUR INCHES (4") WITHIN THE FOUR (4) HOUR PERIOD, A DRAINAGE CHANNEL IS REQUIRED.

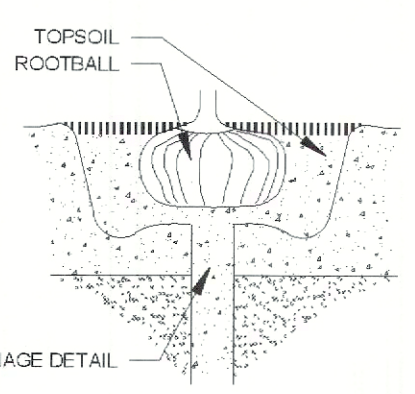
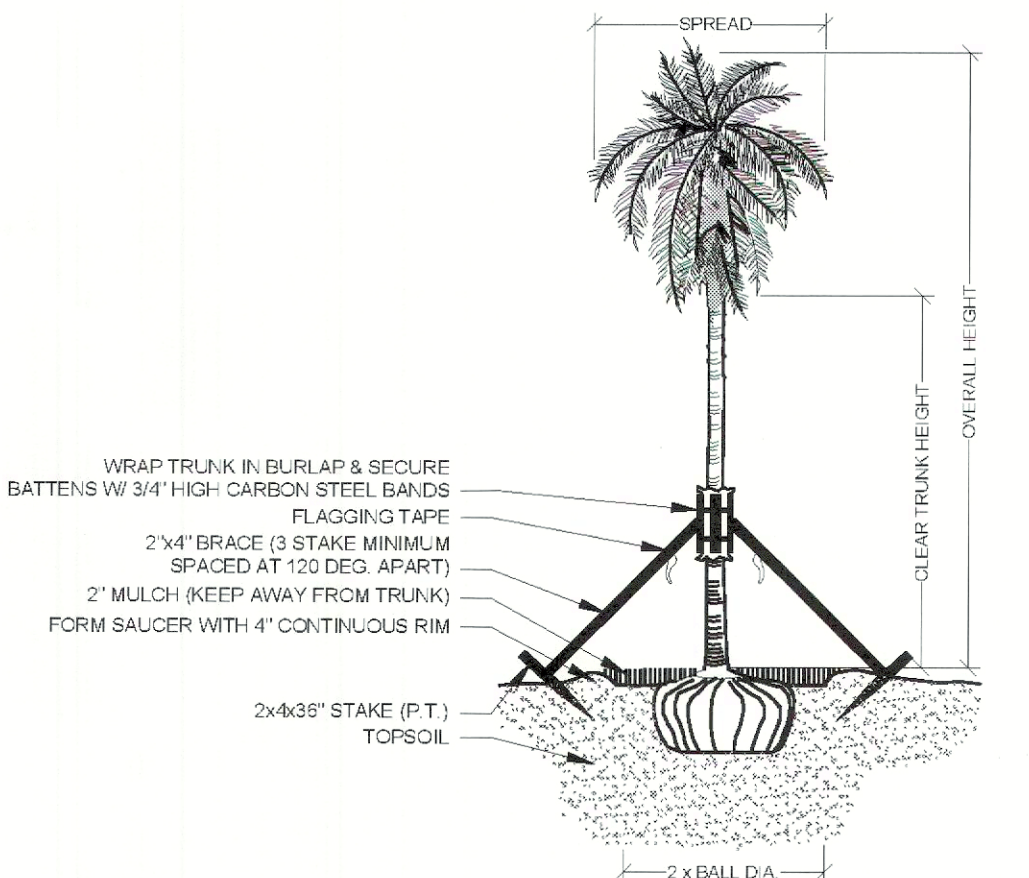
C. WHERE REQUIRED, THE DRAINAGE CHANNEL MUST EXTEND DOWN THROUGH THE NON-POROUS SOIL AND INTO POROUS SOIL. (SEE DETAIL.)

D. ALL MATERIAL REMOVED FROM THE DRAINAGE CHANNEL, SHALL BE DISCARDED

- E. WHEN BACKFILLING PLANTING PITS WITH PLANTING MIXTURE, CARE MUST BE TAKEN TO KEEP THE CONSISTENCY OF THE SOIL MIX THE SAME THROUGHOUT THE PLANTING PIT AND DRAINAGE CHANNEL.

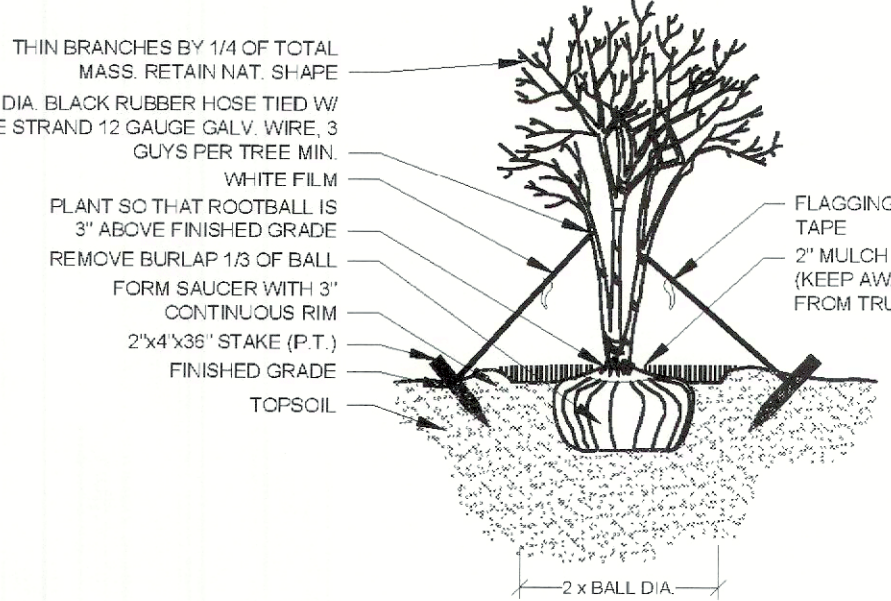


PALM PLANTING - ANGLE STAKE



DRAINAGE TESTING DETAIL

MULTI-TRUNK PLANTING & GUYING



DRAINAGE TESTING/DRAINAGE CHANNEL REQUIREMENTS.

PRIOR TO PLANTING, ALL PLANTING PITS SELECTED FOR TESTING SHALL BE TESTED IN THE FOLLOWING MANNER

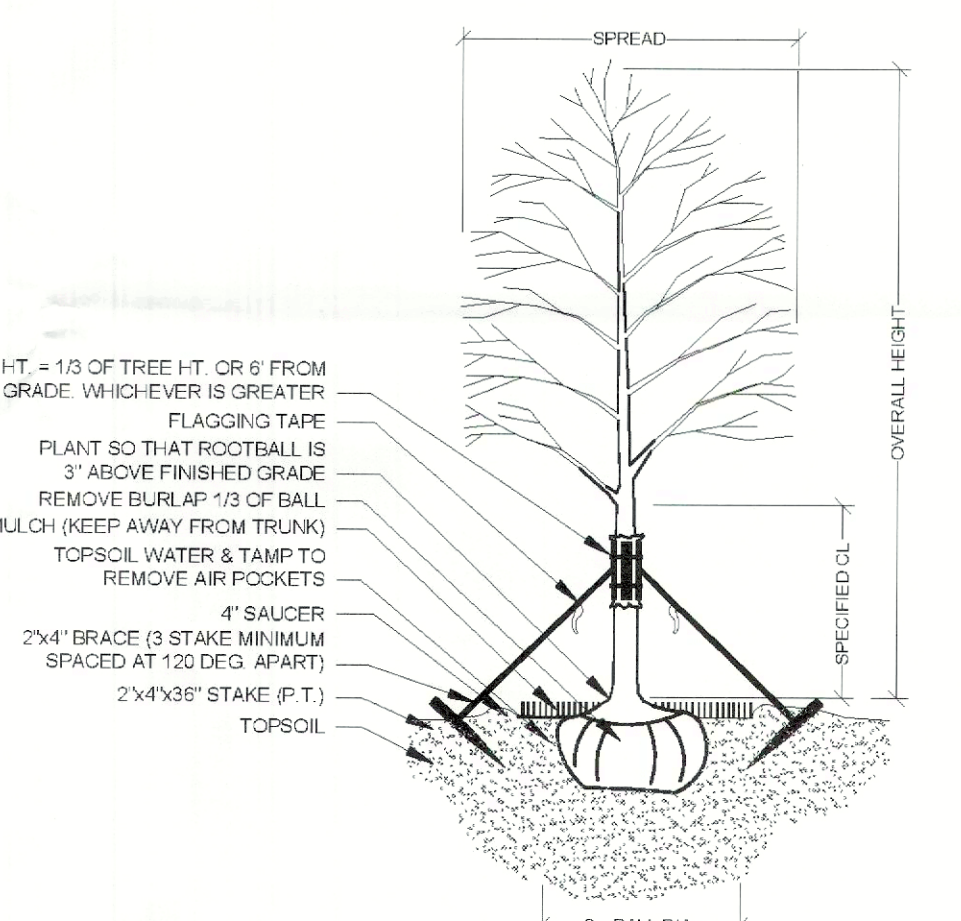
A. DIG EACH PLANTING PIT TO THE MINIMUM SPECIFIED SIZE

- B. FILL PLANTING PIT WITH TWELVE INCHES (12") OF WATER. IF THE WATER LEVEL DROPS FOUR (4") OR MORE WITHIN FOUR (4) HOURS, THE DRAINAGE IS SUFFICIENT AND A DRAINAGE CHANNEL IS NOT REQUIRED. IF THE WATER LEVEL DROPS LESS THAN FOUR INCHES (4") WITHIN THE FOUR (4) HOUR PERIOD, A DRAINAGE CHANNEL IS REQUIRED.

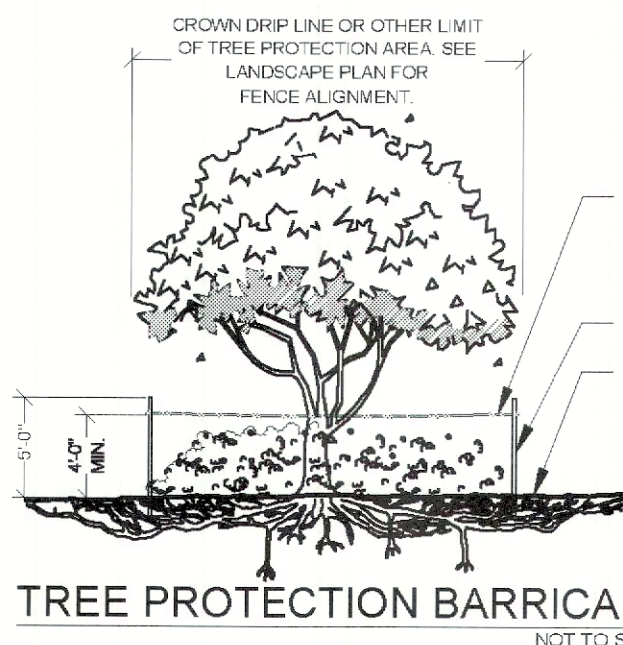
C. WHERE REQUIRED, THE DRAINAGE CHANNEL MUST EXTEND DOWN THROUGH THE NON-POROUS SOIL AND INTO POROUS SOIL. (SEE DETAIL.)

D. ALL MATERIAL REMOVED FROM THE DRAINAGE CHANNEL, SHALL BE DISCARDED

- E. WHEN BACKFILLING PLANTING PITS WITH NATIVE TOPSOIL, CARE MUST BE TAKEN TO KEEP THE CONSISTENCY OF THE SOIL MIX THE SAME THROUGHOUT THE PLANTING PIT AND DRAINAGE CHANNEL.

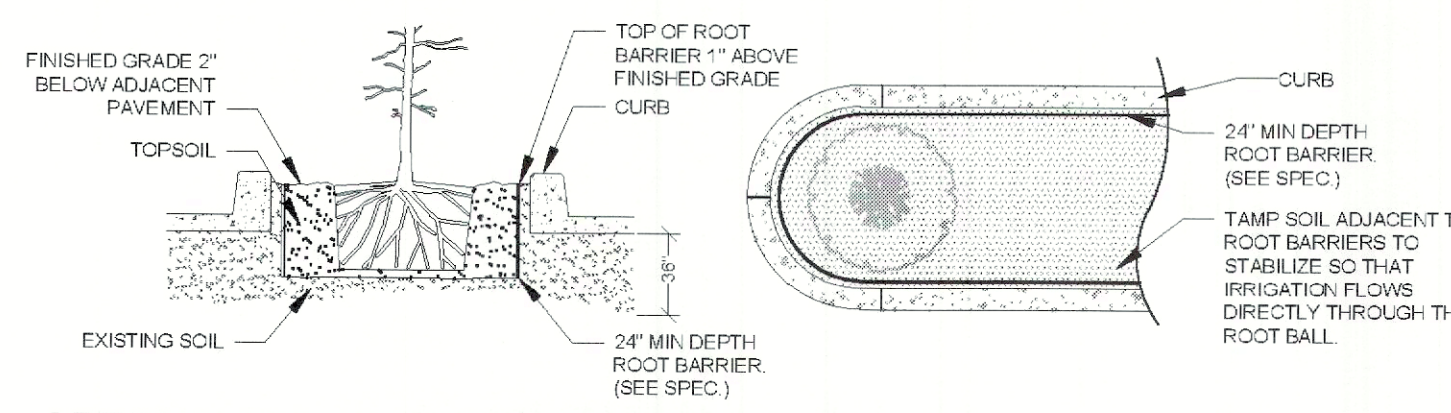


TREE PLANTING & STAKING



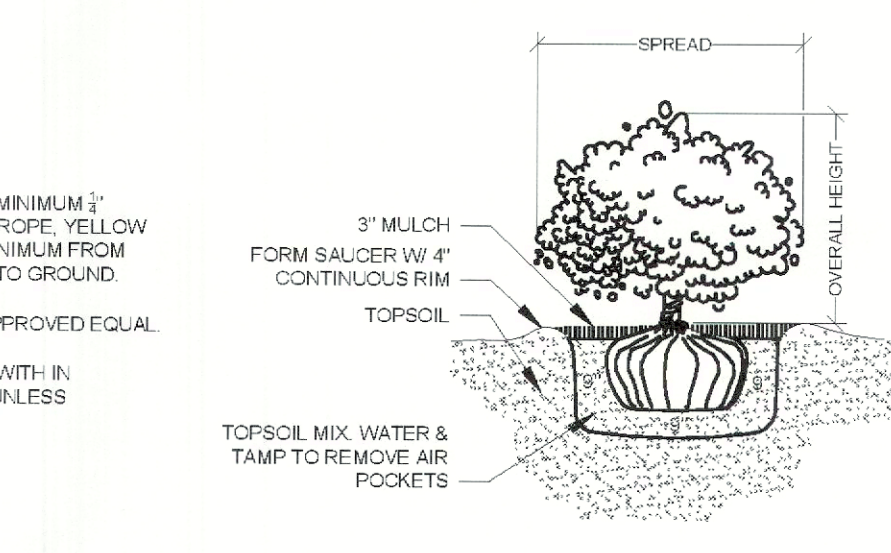
TREE PROTECTION BARRICADE

- NOTES:
1- SEE LANDSCAPE PLAN FOR FENCE ALIGNMENT.
3- NO PRUNING SHALL BE PERFORMED EXCEPT BY APPROVED ARBORIST.
4- NO EQUIPMENT SHALL OPERATE INSIDE THE PROTECTIVE FENCING INCLUDING DURING FENCE INSTALLATION AND REMOVAL.

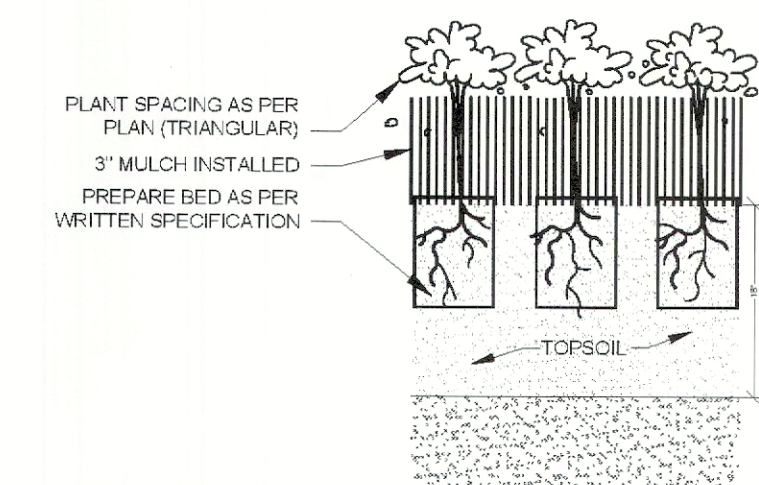


SPECIAL APPLICATIONS ROOT BARRIER DETAIL

- NOTES:
1- ROOT BARRIER SHALL BE DEEP ROOT UB-24, 24\"/>



SHRUB PLANTING



GROUNDCOVER PLANTING DETAIL

Project Team

Landscape Architect

LA-3 LANDSCAPE ARCHITECTURAL SERVICES, LLC

Brandon White | Owner
772-834-1357 | brandon@las-fl.com
Paul Goulas | Owner
772-631-8400 | paul@las-fl.com
1708 SE Jay Haven Street
Port St. Lucie, FL 34983

Owner / Applicant:

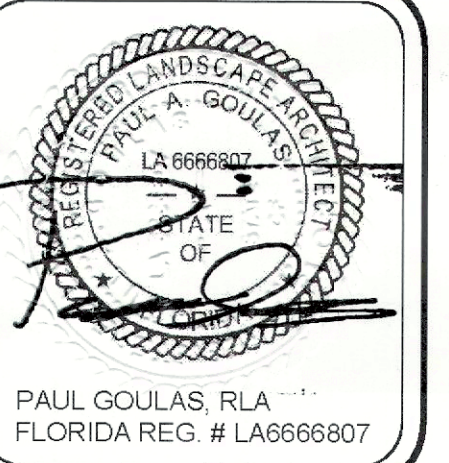
The Resurrection Orthodox Cathedral

Building Renovations

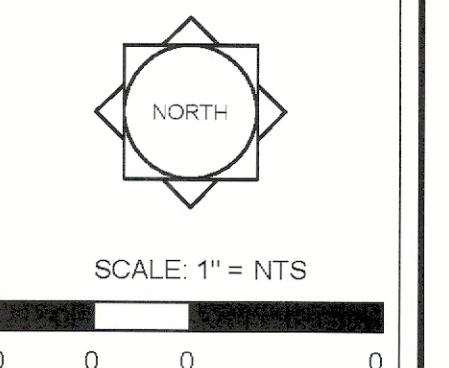
1416 SE 2nd Terrace Deerfield Beach, FL 33441

Details & Specifications

Revisions			
Date	Init.	Description	
12.11.24	BW	Initial Submittal	
02.06.25	ST	Revision 1	
07.10.25	TA	Revised Per Site Plan	
07.16.25	BW	Revision 2	
08.01.25	TA	Revision 3	
08.21.25	TA	Revision 4	
11.10.25	TA	Revision 5	

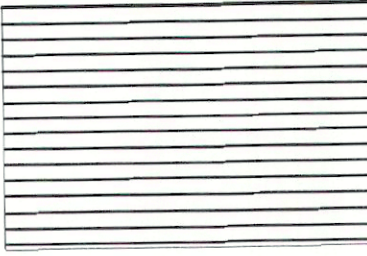
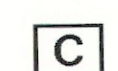
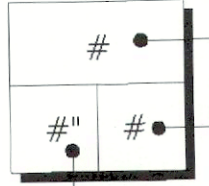


Drawn By: TA
Checked By: PG
Municipal Project:
Scale:



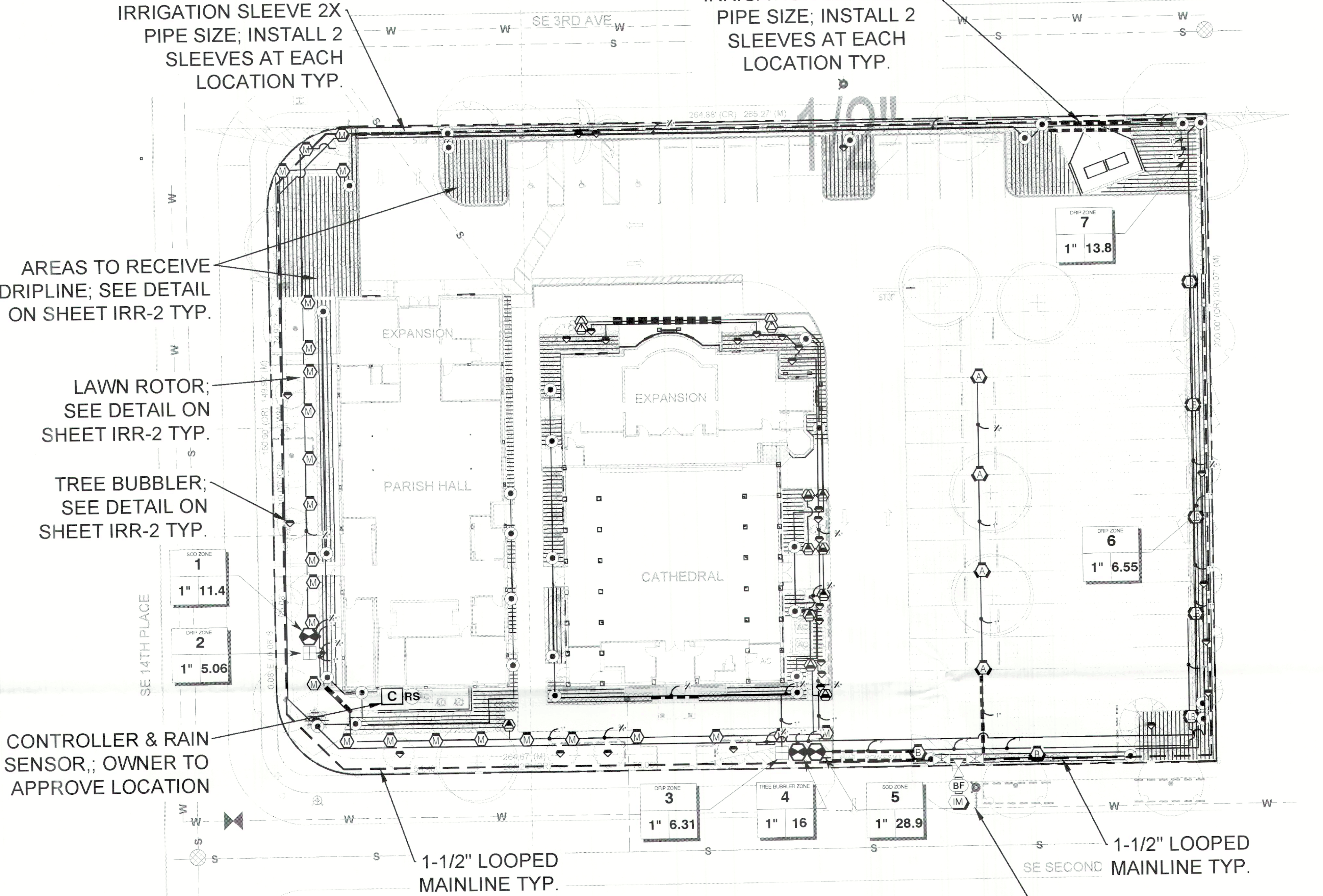
LA-3

IRRIGATION SCHEDULE

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY	PSI
	Hunter MP Strip PROS-06-PRS40-CV-F Turf Rotator, 6" pop-up with factory installed check valve, floguard, pressure regulated to 40 psi, MP Rotator nozzle on PRS40 body. LST=Ivory left strip, SST=Brown side strip, RST=Copper right strip.	13	40
	Hunter MP1000 PROS-06-PRS40-CV-F Turf Rotator, 6" pop-up with check valve, floguard, pressure regulated to 40 psi, MP Rotator nozzle on PRS40 body. M=Maroon adj arc 90 to 210, L=Light Blue 210 to 270 arc, O=Olive 360 arc.	24	40
	Hunter MP3000 PROS-06-PRS40-CV-F Turf Rotator, 6" pop-up with factory installed check valve, floguard, pressure regulated to 40 psi, MP Rotator nozzle on PRS40 body. B=Blue adj arc 90-210, Y=Yellow adj arc 210-270, A=Gray 360 arc.	6	40
	Hunter MP3500 PROS-06-PRS40-CV-F Turf Rotator, 6.0" Pop-up with factory installed check valve, floguard, pressure regulated to 40 psi, MP Rotator nozzle on PRS40 body. LB=light brown adjustable arc, 90-210.	5	40
	Hunter PROS-00-PCN 10 Flood Bubbler, on a PROS-04.	32	30
SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY	
	Hunter ICZ-101-25 Drip Control Zone Kit. 1" ICV Globe Valve with 1" HY100 filter system. Pressure Regulation: 25psi. Flow Range: 2 GPM to 20 GPM. 150 mesh stainless steel screen.	4	
	Pipe Transition Point in Drip Box	33	
	Area to Receive Dripline Hunter HDL-06-18 On-Surface Pressure Compensating Landscape Dripline. 0.6 GPH emitters at 18" O.C. Dripline laterals spaced at 18" apart, with emitters offset for triangular pattern.	4,752 lf	
SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY	
	Hunter PGV-100G-S 1" Plastic Electric Remote Control Valve, for Residential/Light Commercial Use. Slip x Slip. Globe Configuration, No Flow Control.	3	
	Gate Valve Aqualine Gate Valve or approved equal	3	
	Febco 765 1" Pressure Vacuum Breaker, brass with ball valve SOV. Install 12" (305MM) above highest downstream outlet and the highest point in the downstream piping.	1	
	Hunter PCC-1200 Light Commercial & Residential Controller, 12-Station fixed controller, 120 VAC, Outdoor model	1	
	Hunter RAIN-CLIK Rain Sensor, with conduit installation, mount as noted. Normally closed switch.	1	
	Irrigation Meter 1" Irrigation Meter	1	
	Irrigation Lateral Line: PVC Class 200	3,110 lf	
	Irrigation Mainline: PVC Schedule 40	1,230 lf	
	Valve Callout		
#	Valve Number		
#	Valve Flow		
#	Valve Size		

*Quantities to be field verified by contractor
*All items listed may be substituted with LA/Owner approved equal
*See IRR-2 for irrigation details

-The irrigation system shall be installed in accordance with requirements of the Building Code.
-The irrigation system rain-sensing cutoff device shall be located and installed so that building eaves, balconies, and similar overhangs do not interfere with effective operation of the device.
-The irrigation system shall be properly maintained in good working order and provide a minimum coverage of 100 percent with 50 percent overlap.
-Contractor to field locate mainline & laterals as needed to avoid conflicts with civil or landscape items.



DRAWING INDEX:

IRR-1:	IRRIGATION PLAN & IRRIGATION SCHEDULE
IRR-2:	IRRIGATION NOTES, DETAILS, & SPECIFICATIONS



Project Team

Landscape Architect

LANDSCAPE ARCHITECTURAL SERVICES, LLC

Brandon White | Owner
772-834-1357 | brandon@las-fl.com

Paul Goulas | Owner
772-831-8800 | paul@las-fl.com

1708 SE Joy Haven Street
Port St. Lucie, FL 34983

Owner / Applicant

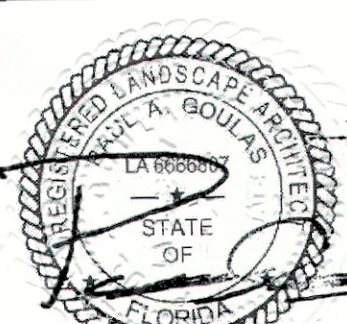
The Resurrection Orthodox Cathedral

Building Renovations

1416 SE 2nd Terrace Deerfield Beach, FL 33441

Irrigation Plan

Revisions		
Date	Init.	Description
02.06.25	PG	Initial Submittal
11.12.25	PG	Revised per Landscape Plan



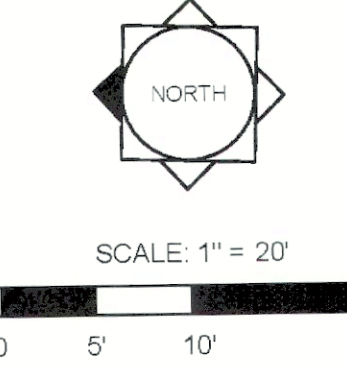
PAUL GOULAS, RLA
FLORIDA REG. # LA666807

Drawn By: PG

Checked By: PG

Municipal Project:

Scale:



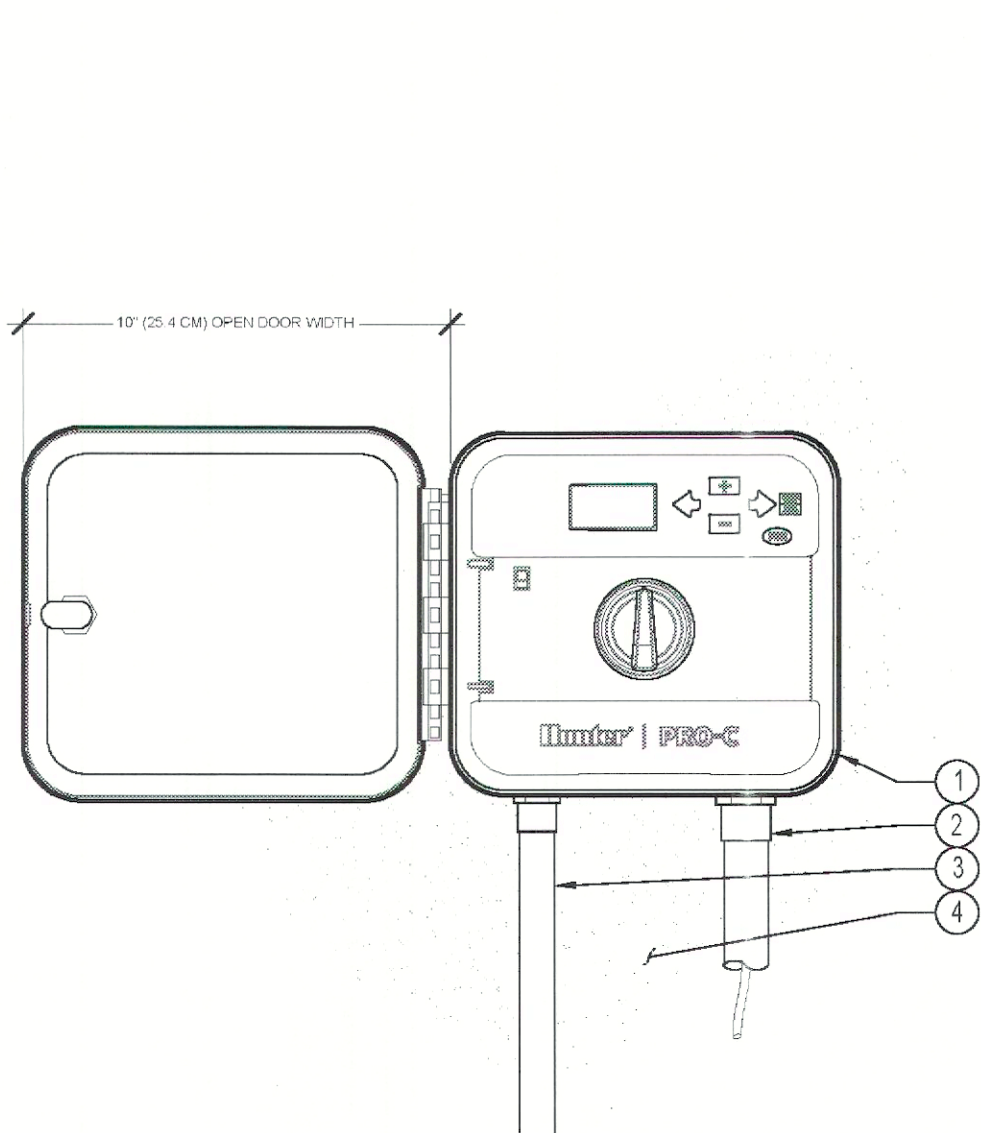
SCALE: 1" = 20'

0 5' 10' 20'

IRR-1

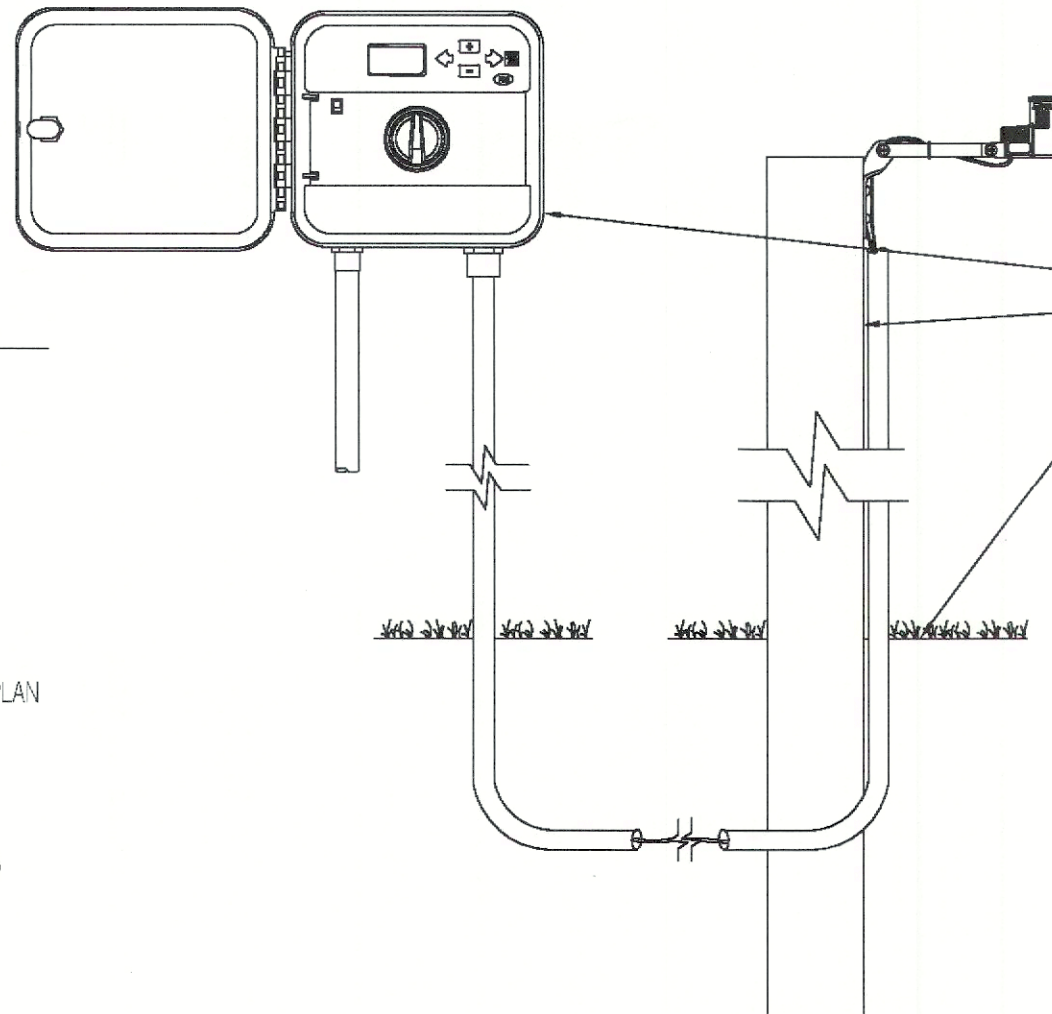
IRRIGATION NOTES:

1. Irrigation system design requirements: 30 GPM minimum @ 40 PSI minimum at the point of connection. The Irrigation Contractor shall verify the available GPM and PSI prior to installation of the system. Point of connection shall be to the potable water service line.
2. Do not willfully install the irrigation system as shown on the drawings when it is obvious in the field that conditions exist that might not have been considered in the design process. For example : obstructions, grade differences, water levels, dimensional differences, etc. Refer to the Landscape Plan to avoid conflicts with proposed trees or shrubs.
3. Piping may sometimes be indicated as being located in unlikely areas: i.e., under buildings or pavement, outside of property lines, in lakes or ditches, etc. This is done for graphic clarity only. Whenever possible, piping is to be installed in open, "green" areas.
4. Contractor shall verify all underground utilities prior to commencement of work. The contractor is advised that city underground utilities are present in the work area. Contractor shall secure locates from utilities prior to any excavation. use permits.
5. Contractor shall install pop-up sprinklers 6" from edge of sidewalk, 12" from walls and edge of road or parking area. Install shrub risers 18" from sidewalk, walls and edge of road or parking area.
6. Irrigation system design is diagrammatic to improve clarity. All mainline piping, electric valves and wiring are to be installed in landscape areas and within Right of Way boundaries.
7. If required, the Irrigation Contractor shall provide the necessary "Right of Way"
8. Install bubblers on all large trees and palms.
9. Size all pipe to insure flow velocity is under 5 feet per second.
10. Pipe sizes shall conform to those on the drawings. Substituting with smaller pipe sizes will not be permitted.
11. Mainline shall be installed with a minimum of 24" depth of cover. Lateral lines shall be installed with a minimum of 12" depth of cover.
12. Wherever practical, install valves in mulched beds and/or out of high traffic areas. All valves and wire splices shall be installed in heavy duty plastic valves boxes with covers that read irrigation and be sized as follows:
- Remote Control Valves: standard 12" deep rectangle valve box
Drip Zone Control Kits: jumbo 15" deep rectangle valve box
Isolation Gate Valves: standard 12" deep rectangle valve box
Wire Splices: standard 12" deep rectangle valve box
13. Refer to Valve Designation Symbols for valve size, station number and designed flow rate for each remote control valve.
14. All 24 volt control cable to be UL Listed, single strand, type UF 600 Volt control cable. Size and color as follows:
- Common Wires - size AWG #14 and WHITE in color.
Hot Wires - size AWG #14 and RED in color.
Spare Wires - size AWG #14 and BLUE in color.
15. All splices to the 24 volt control wiring shall be made with DBY or equal type connectors.
21. The final location of all components shall be approved by the project engineer and/or owner.
16. Run one (2) spare wires from controller in each direction of the mainline to furthest valves.
17. All pop-up sprinkler heads shall be installed level and flush to grade.
18. Provide and install rain sensor where it will be exposed to unobstructed sun/rainfall and connect to irrigation controller.
19. All sleeves shall be 2 nominal pipe sizes larger than the size of the pipe to be accommodated. All pipe crossings over 5 feet in length shall be installed inside PVC pipe sleeving.
20. Any other equipment required that is not other wise detailed or specified shall be installed as per manufacturer's recommendations and specifications.



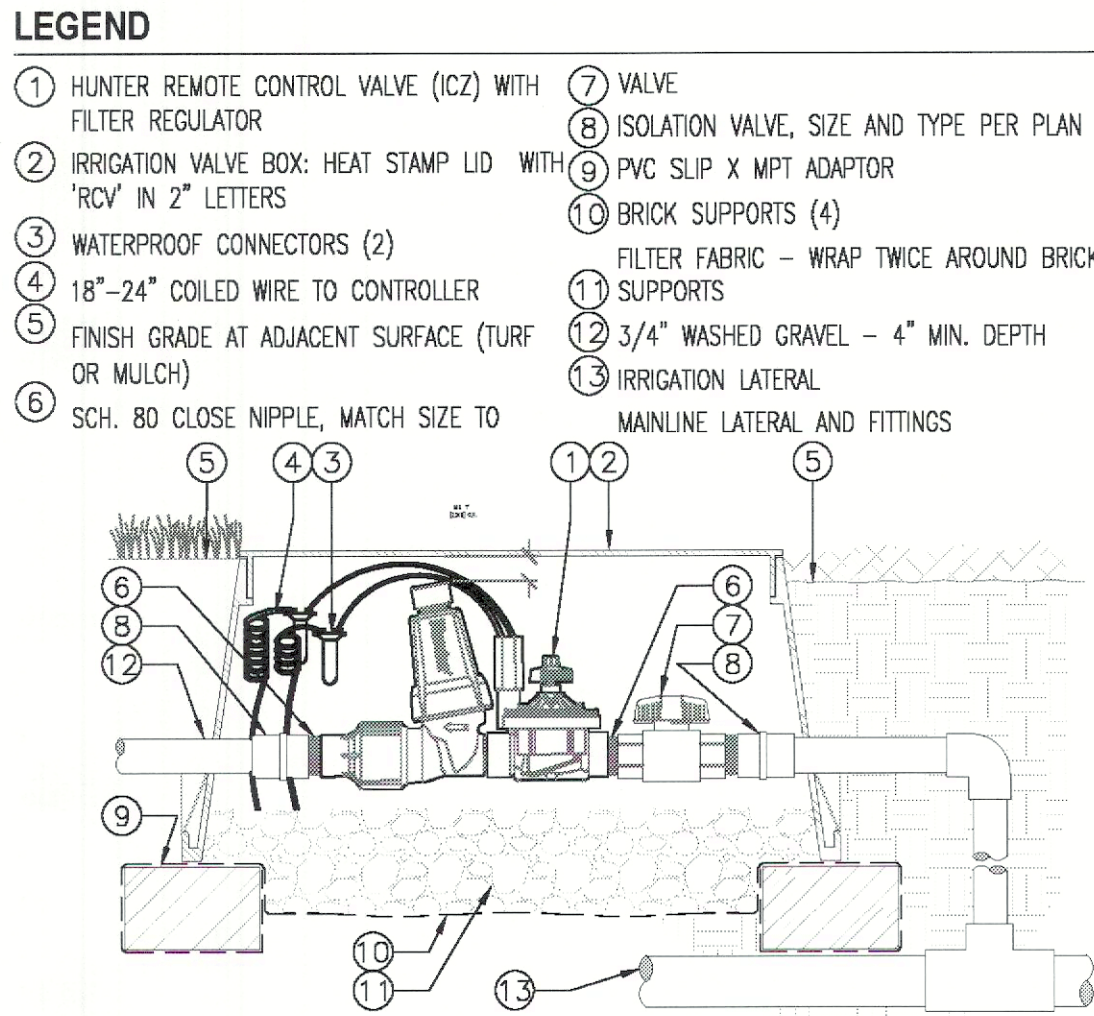
CONTROLLER DETAIL

- LEGEND:
- 1 IRRIGATION CONTROLLER (PRO-C) PER PLAN
 - 2 IRRIGATION CONTROL WIRE IN CONDUIT SIZE AND TYPE PER LOCAL CODES
 - 3 ELECTRICAL SUPPLY CONDUIT CONNECT TO POWER SOURCE, J-BOX INSIDE CONTROLLER
 - 4 ADJACENT SURFACE TO MOUNT CONTROLLER PER PLAN
- NOTE:
MOUNT CONTROLLER LOD SCREEN AT EYE LEVEL, CONTROLLER SHALL BE HARDWIRED TO GROUND 110 VAC POWER SOURCE



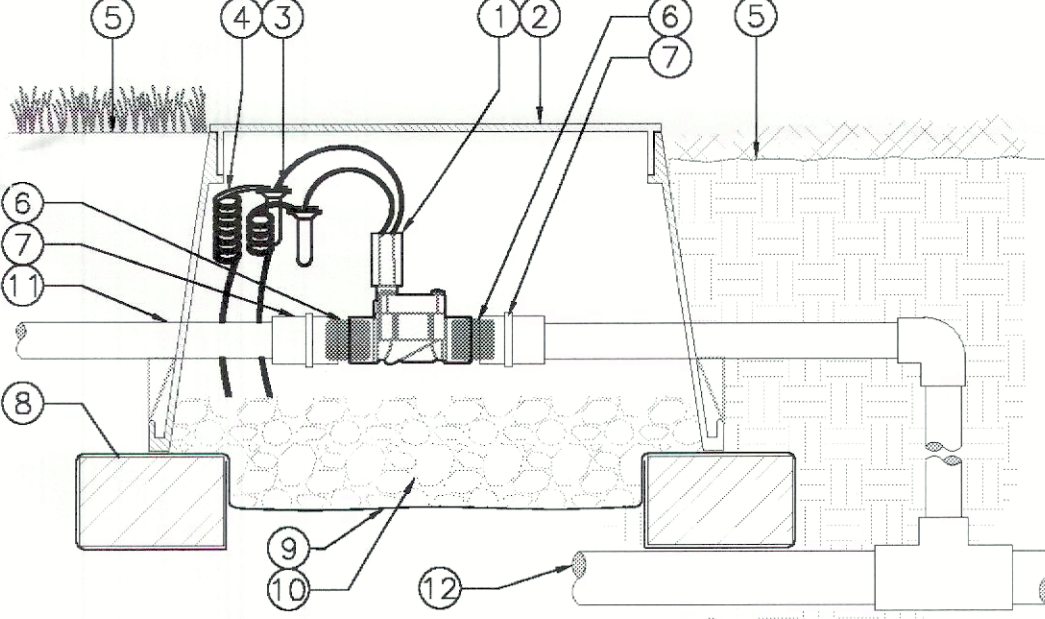
RAIN SENSOR DETAIL

- LEGEND:
- 1 RAIN-CLIK SENSOR
 - 2 WALL MOUNT CONTROLLER
 - 3 POST OR SUITABLE MOUNTING SURFACE
 - 4 FINISHED GRADE

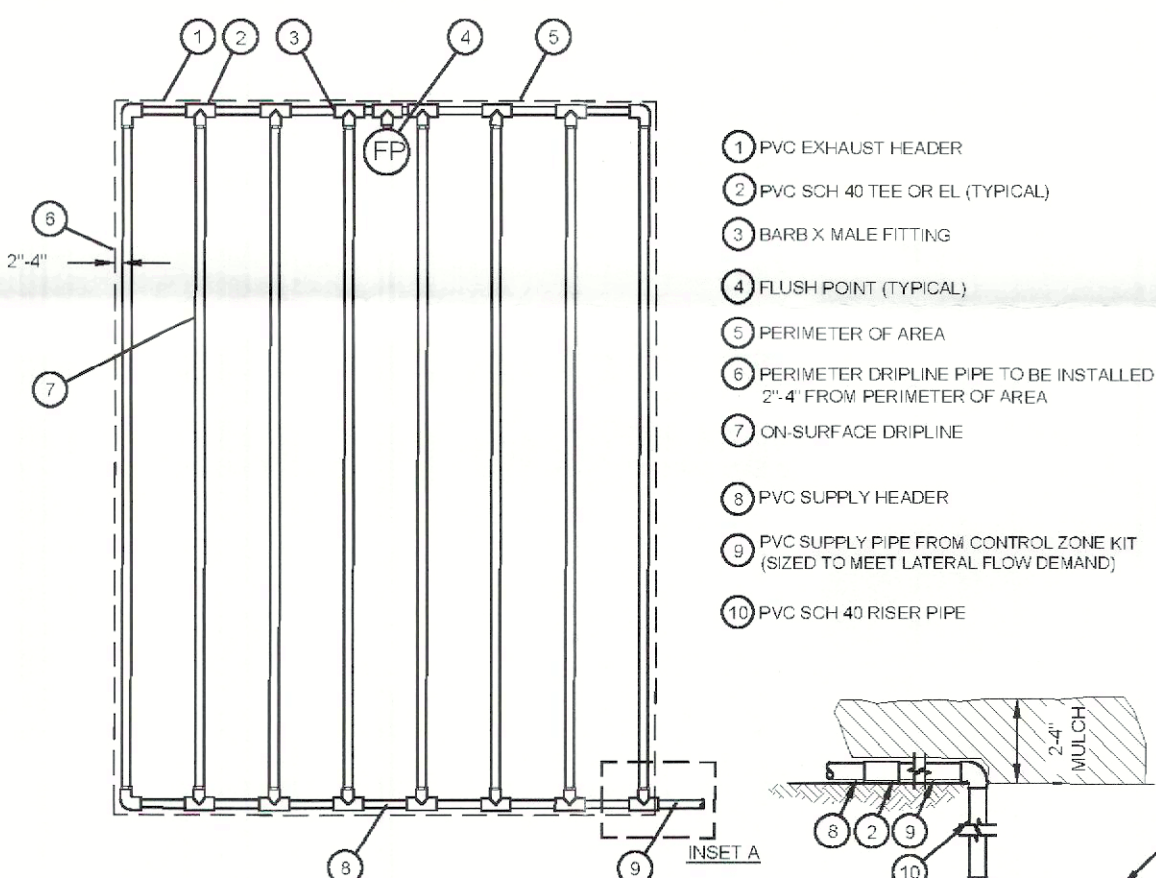


DRIP VALVE DETAIL

- LEGEND
- 1 HUNTER REMOTE CONTROL VALVE (ICZ) WITH FILTER REGULATOR
 - 2 IRRIGATION VALVE BOX: HEAT STAMP LID WITH "RCV" IN 2" LETTERS
 - 3 WATERPROOF CONNECTORS (2)
 - 4 18"-24" COILED WIRE TO CONTROLLER
 - 5 FINISH GRADE AT ADJACENT SURFACE (TURF OR MULCH)
 - 6 SCH. 80 CLOSE NIPPLE, MATCH SIZE TO VALVE
 - 7 VALVE
 - 8 ISOLATION VALVE, SIZE AND TYPE PER PLAN
 - 9 PVC SLIP X MPT ADAPTOR
 - 10 BRICK SUPPORTS (4)
 - 11 FILTER FABRIC - WRAP TWICE AROUND BRICK SUPPORTS
 - 12 3/4" WASHED GRAVEL - 4" MIN. DEPTH
 - 13 IRRIGATION LATERAL
 - 14 MAINLINE LATERAL AND FITTINGS

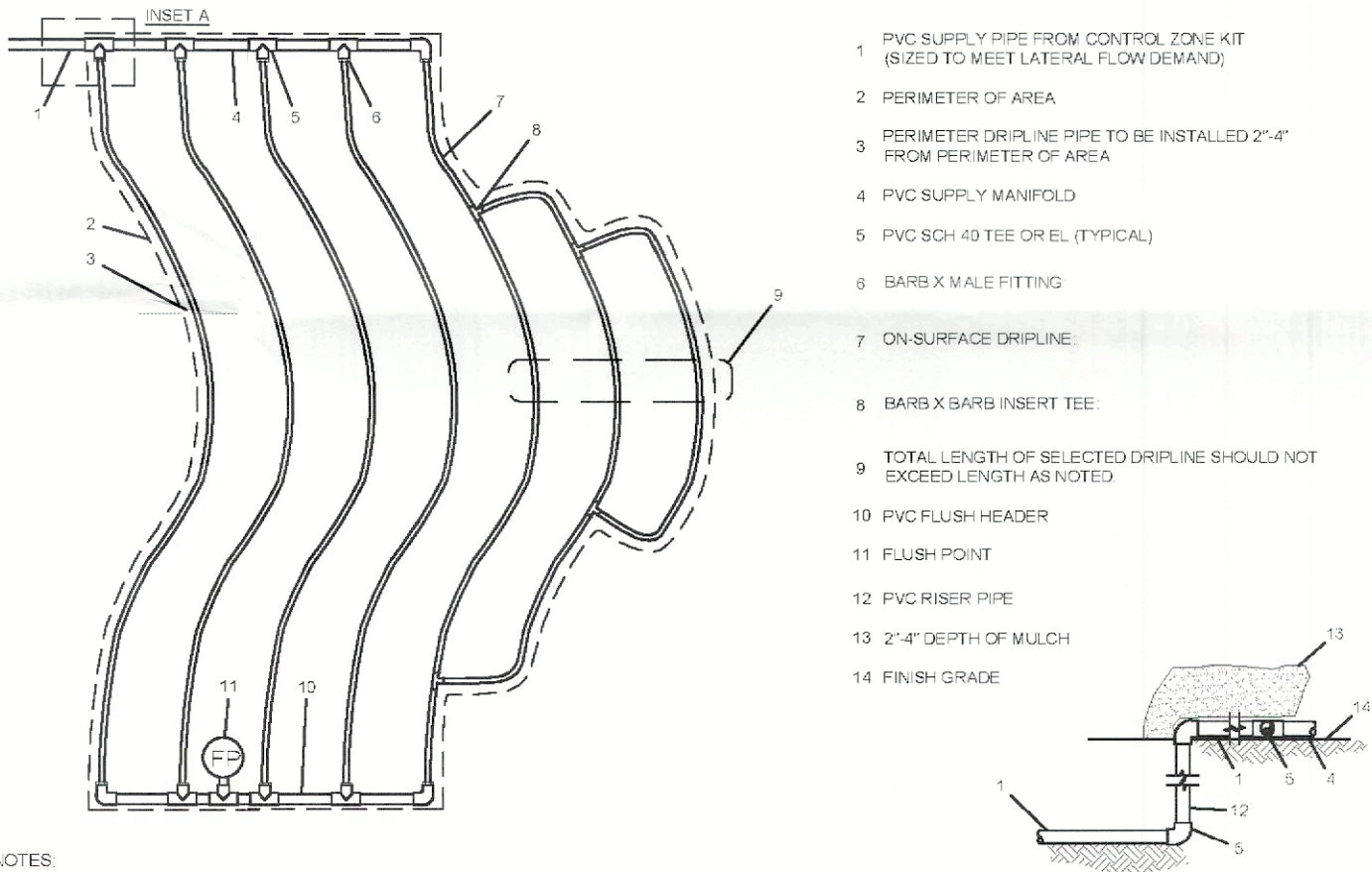


VALVE DETAIL



- NOTES:
- 1. DISTANCE BETWEEN LATERAL ROWS SHALL BE NO MORE THAN 18".
 - 2. LENGTH OF LONGEST DRIPLINE LATERAL SHOULD NOT EXCEED 230 FT.

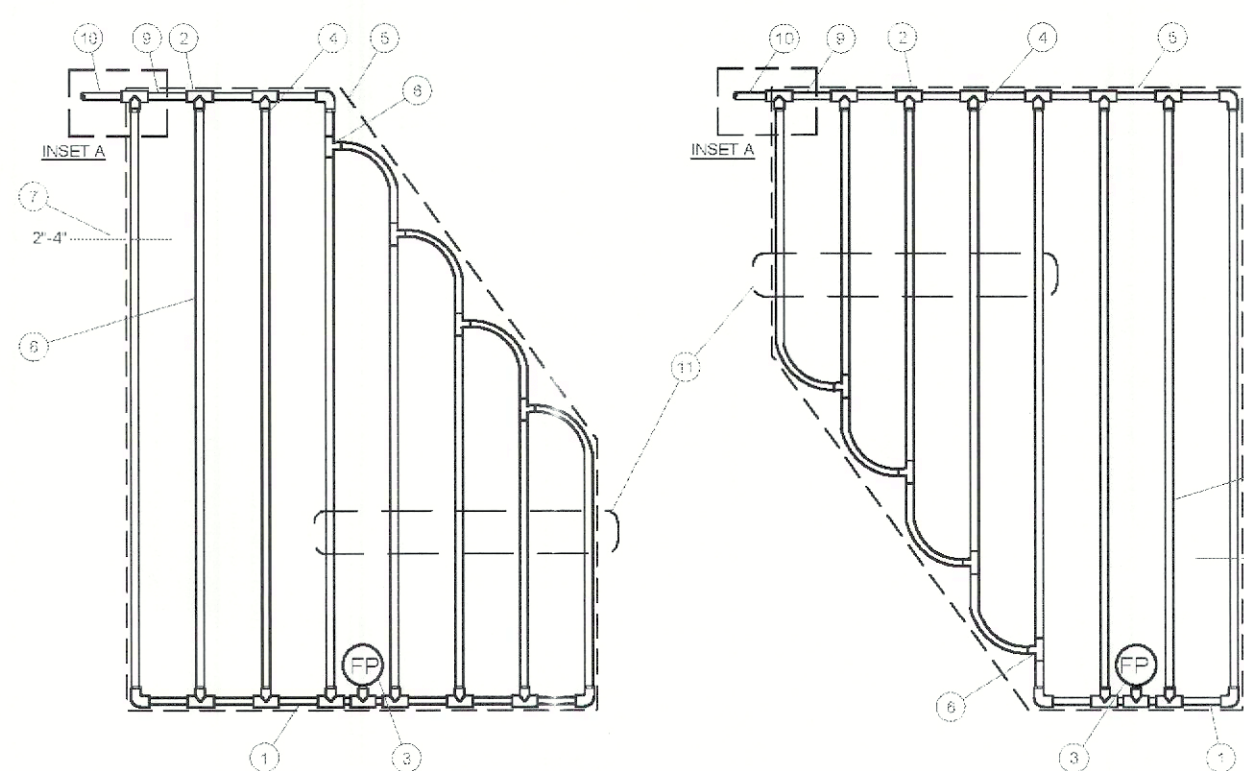
ON-SURFACE DRIPLINE/END FEED LAYOUT



- 1 PVC SUPPLY PIPE FROM CONTROL ZONE KIT (SIZED TO MEET LATERAL FLOW DEMAND)
- 2 PERIMETER OF AREA
- 3 PERIMETER DRIPLINE PIPE TO BE INSTALLED 2'-4" FROM PERIMETER OF AREA
- 4 PVC SUPPLY MANIFOLD
- 5 PVC SCH 40 TEE OR EL (TYPICAL)
- 6 BARB X MALE FITTING
- 7 ON-SURFACE DRIPLINE
- 8 BARB X BARB INSERT TEE
- 9 TOTAL LENGTH OF SELECTED DRIPLINE SHOULD NOT EXCEED LENGTH AS NOTED
- 10 PVC FLUSH HEADER
- 11 FLUSH POINT
- 12 PVC RISER PIPE
- 13 2'-4" DEPTH OF MULCH
- 14 FINISH GRADE

- NOTES:
- 1. DISTANCE BETWEEN LATERAL ROWS SHALL BE NO MORE THAN 18".
 - 2. LENGTH OF LONGEST DRIPLINE LATERAL SHOULD NOT EXCEED 230 FT.

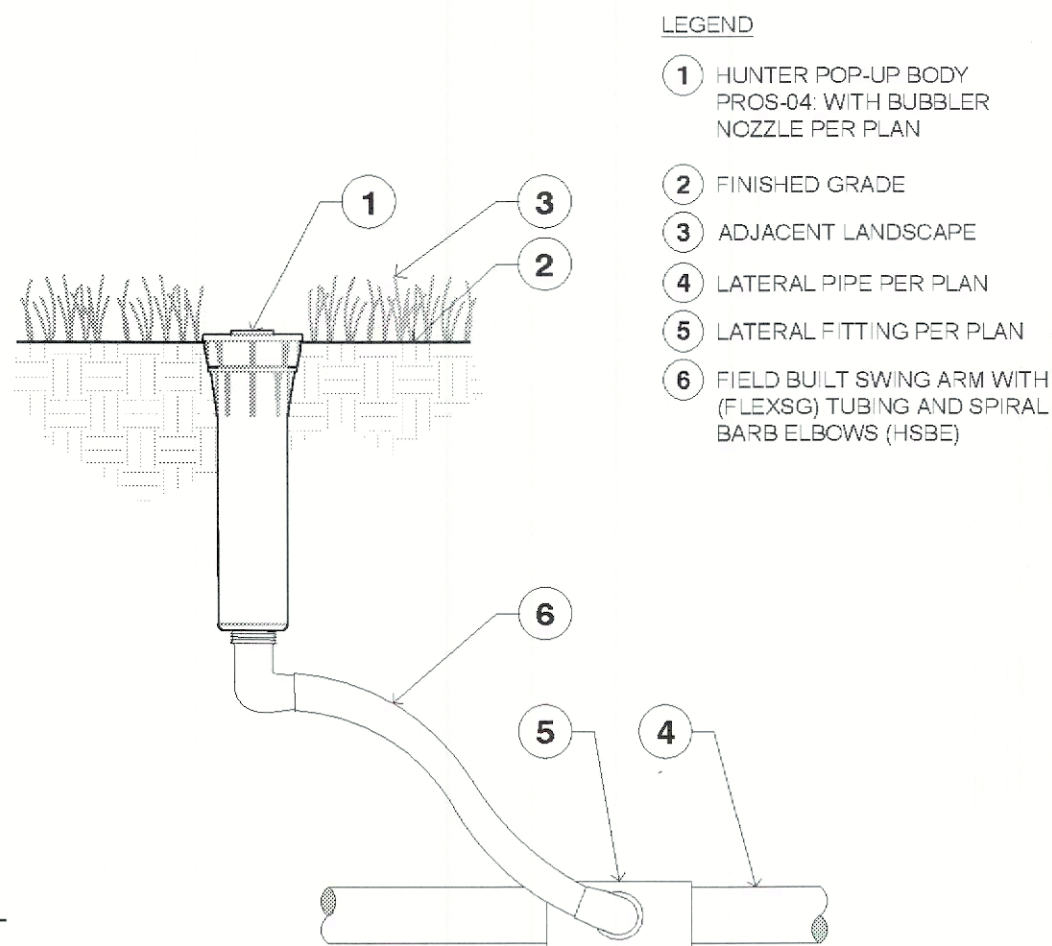
ON-SURFACE DRIPLINE / TYPICAL ODD CURVES LAYOUT



- NOTES:
- 1. DISTANCE BETWEEN LATERAL ROWS SHALL BE NO MORE THAN 18".
 - 2. LENGTH OF LONGEST DRIPLINE LATERAL SHOULD NOT EXCEED 230 FT.

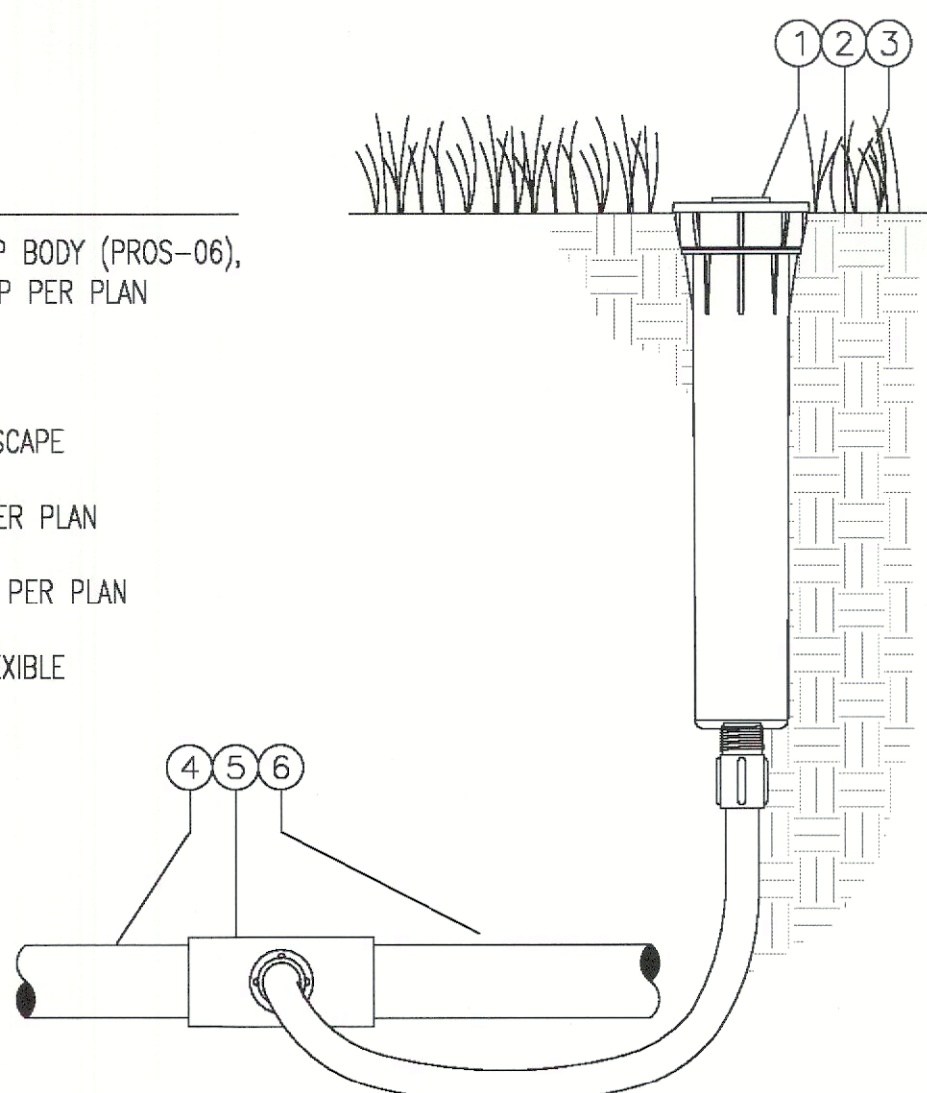
ON-SURFACE DRIPLINE / TYPICAL IRREGULAR SHAPED LAYOUT

DRIP DETAILS



PROS-4/BUBBLER DETAIL

- LEGEND
- 1 HUNTER POP-UP BODY (PROS-06), NOZZLE AND CAP PER PLAN
 - 2 FINISHED GRADE
 - 3 ADJACENT LANDSCAPE
 - 4 LATERAL PIPE PER PLAN
 - 5 LATERAL FITTING PER PLAN
 - 6 FIELD-BUILT FLEXIBLE SWING ARM



PROS-6 DETAIL

Project Team

Landscape Architect:

LAS | LANDSCAPE ARCHITECTURAL SERVICES, LLC

Brandon White | Owner
772-834-1357 | brandon@las-fl.com
Paul Goulas | Owner
772-631-8400 | paul@las-fl.com
1708 SE Joy Haven Street
Port St. Lucie, FL 34983

Owner / Applicant:

The Resurrection Orthodox Cathedral

Building Renovations

1416 SE 2nd Terrace Deerfield Beach, FL 33441

Irrigation Details & Specifications

Revisions		
Date	Init.	Description
02.06.25	PG	Initial Submittal
11.12.25	PG	Revised per Landscape Plan

PAUL GOULAS, RLA
FLORIDA REG. # LA6666807

Drawn By: PG
Checked By: PG
Municipal Project:
Scale:

IRR-2

1 SITE PLAN LAYOUT - PROPOSED PHOTOMETRICS

SCALE: N.T.S.

EXISTING CITY STREET LIGHT

SOUTHEAST 14th PLACE(FIELD) / SOUTHEAST 15th STREET (PLAT)

SOUTHEAST 3rd AVENUE

SOUTHEAST 2nd TERRACE (FIELD)

EXISTING CITY STREET LIGHT

ELECTRICAL NOTE: PROPOSED POLE-MOUNTED LIGHT FIXTURES SHALL BE MOUNTED TO NEW LIGHT POLES AT A HEIGHT OF 20'-0". SEE LUMINAIRE SCHEDULE BELOW FOR PROPOSED LIGHT FIXTURES. SEE DETAIL 2 ON SHEET E-100 FOR LIGHT POLE SPECIFICATIONS.

ELECTRICAL NOTE: PROPOSED WALL PACK LIGHT FIXTURES (6 TOTAL) SHALL BE MOUNTED TO THE BUILDING EXTERIOR AT A HEIGHT OF 7'-0".

ELECTRICAL NOTE: PROPOSED WALL PACK LIGHT FIXTURES (8 TOTAL) SHALL BE MOUNTED TO THE BUILDING EXTERIOR AT A HEIGHT OF 7'-0".

20A5SS250DB

Square Direct Burial Aluminum Light Pole
20 Foot Above Grade, 5 Inch Wide,
0.250 Inch Wall Thickness

Job: _____ State: _____ Client Name: _____
Job Site: _____ Approved: _____ Date: _____
Notes: **COLOR SELECTION: BLACK**

Pole Top Options: A removable pole cap or open top are standard options. Available tenon diameter options are: 2-3/8 in. or 3 in. Both tenon options are 4 in. long.

Pole Shaft: 20 ft. height above ground, 5 in. square straight aluminum with 0.250 in. wall thickness. The pole shaft is constructed of seamless extruded tube of 6063 Series Aluminum Alloy per the requirements of ASTM B221.

Handhole: 2 in. X 4 in. handhole is located 18 in. above ground. Handhole cover with 2 screws is provided. A ground lug with set screw is located near the handhole opening for proper grounding of the pole.

Embedment: Embedment length is 4 ft. or 5 ft. depending on installation zip code. Wire access is provided 24" below ground line.
Finish: Commercial grade, super durable powder coat finish. Dark Bronze is standard color. Black, White, Gray colors are available with extended lead times and additional surcharge.

Warranty: 5 Years.

Foundation design: Foundation should be designed by an engineer familiar with local soil and wind conditions as well as local code where the pole(s) will be installed.

TABLE INFORMATION BELOW IS BASED ON 4 EMBEDMENT					
POLE WIND RATING (EPA) with 1.3 Gust Factor				POLE LENGTH AND WEIGHT	
70 mph	80 mph	90 mph	100 mph	Embedment (ft)	Total Length (ft)
21.4	15.1	10.7	7.6	5.3	24
					137

Disclaimer: All dimensions and specifications are subject to change without any notice. Energy Light LLC is not responsible for any claims arising from improper loading (what is attached to the light pole), improper use, incorrect foundation design and/or installation.

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2 LIGHT POLE SPECIFICATIONS

SCALE: N.T.S.

Luminaire Schedule

Project: 2025-11-12 THE RESURRECTION ORTHODOX CATHEDRAL, DEERFIELD BEACH - SITE - REVS

Symbol	Qty	Label	Arrangement	Luminaire Lumens	LLD	Luminaire Watts	Total Watts	Description
	2	SA	Back-Back	6133	0.900	41.88	167.52	GARDCO (2)OPF-S-A01-830-TSW POLE MOUNT 20' AFG
	4	SA1	Single	6133	0.900	41.88	167.52	GARDCO OPF-S-A01-830-TSW POLE MOUNT 20' AFG
	2	SB	Single	4316	0.900	41.88	83.76	GARDCO OPF-S-A01-830-BLC POLE MOUNT 20' AFG
	14	W	Single	1670	0.900	16	224	HE WILLIAMS VWMV-117-830-TL-xx-S0GL-DIM-UNV

Calculation Summary

Project: 2025-11-12 THE RESURRECTION ORTHODOX CATHEDRAL, DEERFIELD BEACH - SITE - REVS

Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
PARK & DRIVE @grade	Illuminance	Fc	1.28	4.61	0.47	2.72	10.23
PROPERTY LINE - HORIZONTAL (ORANGE COLOR) @ grade	Illuminance	Fc	0.33	0.9	0.0	N.A.	N.A.
PROPERTY LINE - VERTICAL (BLUE COLOR) @ grade	Illuminance	Fc	0.61	1.4	0.0	N.A.	N.A.

1193 NEWPORT CENTER DR
DEERFIELD BEACH, FLORIDA 33442
(954) 917-0411
AR95883 / EB27488

PROJECT

BUILDINGS RENOVATIONS

PROJECT ADDRESS

1416 SE 2nd TERRACE
DEERFIELD BEACH, FL. 33441

CLIENT

THE RESURRECTION
ORTHODOX CATHEDRAL

REGISTRATION

GEORGE M. PETROCELLI

P.E. # 34089



GEORGE M. PETROCELLI
P.E.# 34089

REVISIONS/ISSUES

No.	DESCRIPTION	DATE
1	DRC CITY COMMENTS	8/18/2025
2	DRC CITY COMMENTS	11/11/2025
3	DRC CITY COMMENTS	12/2/2025

KEY PLAN

SCALE

PROJECT NUMBER 24040

PROJECT MANAGER GP

DRAWN BY CG

CHECKED BY GP

SHEET TITLE

SITE PLAN LAYOUT -
PROPOSED
PHOTOMETRICS

SHEET NUMBER

E-100

SKETCH OF DESCRIPTION

**SECTION 7, TOWNSHIP 48 SOUTH, RANGE 43 EAST
BROWARD COUNTY, FLORIDA
JOB# 224334-SE**

LEGAL DESCRIPTION:

A PORTION OF LOT 1 THROUGH 10, BLOCK 14, OF FAIRLAWN FIRST ADDITION, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 43, PAGE 31, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWESTERLY CORNER OF LOT 4, BLOCK 14, OF FAIRLAWN FIRST ADDITION, THENCE RUN NORTH A DISTANCE 264.40 FEET TO THE POINT OF CURVATURE, THENCE ALONG CURVE HAVING A RADIUS 25 FEET, DELTA 89°48'55", CHORD LENGTH 35.30 FEET TO A POINT AT END CURVATURE; THENCE RUN EAST A DISTANCE 150 FEET TO A POINT OF CURVATURE; THENCE ALONG CURVE HAVING A RADIUS 25 FEET, DELTA 90°11'05", CHORD LENGTH 35.41 FEET TO A POINT AT END CURVATURE; THENCE RUN SOUTH A DISTANCE 264.88 FEET TO THE SOUTHEAST CORNER OF LOT 7 BLOCK 14; THENCE TURN AN ANGLE 90°00'00" A DISTANCE OF 5.00 FEET; THENCE TURN AN ANGLE 90°00'00" A DISTANCE OF 264.88 FEET TO THE POINT OF CURVATURE; THENCE ALONG HAVING A RADIUS 20 FEET, DELTA 90°11'05", CHORD LENGTH 28.33 FEET TO A POINT AT END CURVATURE; THENCE RUN ALONG WEST LINE A DISTANCE 150.00 FEET TO THE POINT OF CURVATURE; THENCE ALONG CURVE HAVING A RADIUS 20 FEET, DELTA 89°48'55", CHORD LENGTH 28.24 FEET TO A POINT AT END CURVATURE; THENCE RUN ALONG SOUTH LINE A DISTANCE 264.88 FEET; THENCE TURN AN ANGLE 90.00'00" A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING. SAID LANDS ARE SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA AND CONTAINING 3749.84 SQUARE FEET / 0.0860 ACRES.

SURVEYORS NOTES:

- 1) I HEREBY CERTIFY THIS SURVEY MEETS STANDARDS OF PRACTICE SET FORTH IN RULE 5J-17.050-.052, OF THE FLORIDA ADMINISTRATIVE CODE, ADOPTED BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, PURSUANT TO CHAPTER 472.027 OF THE FLORIDA STATUTES.
- 2) THIS FIRMS'S CERTIFICATE OF AUTHORIZATION NUMBER IS LB 8507.
- 3) ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTIES.
- 4) THE SKETCH REFLECTS A BOUNDARY SURVEY PREPARED BY THIS OFFICE DATED: MAY 21, 2024 - JOB NUMBER 196061-SE.

CERTIFICATION

I HEREBY CERTIFY THAT THIS SURVEY MEETS THE STANDARDS OF PRACTICE AS OUTLINED IN CHAPTER 5J-17.051 & 5J-17.052 OF THE FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND THAT THE ELECTRONIC SIGNATURE AND SEAL (IF AFFIXED) HEREON MEETS PROCEDURES AS SET FORTH IN CHAPTER 5J-17.062. PURSUANT TO SECTION 472.025, FLORIDA STATUTES.

SIGNATURE _____ DATE: 2-27-2025
PABLO ALVAREZ - PROFESSIONAL SURVEYOR AND MAPPER FLORIDA
REGISTRATION NO. 7274 (NOT VALID WITHOUT THE SIGNATURE AND
ORIGINAL RAISED SEAL OR THE ELECTRONIC SEAL (IF AFFIXED) OF THE
FLORIDA LICENSED SURVEYOR AND MAPPER SHOWN ABOVE)

LEGEND:

POB = POINT OF BEGINNING
POC - POINT OF COMMENCEMENT
PB = PLAT BOOK
PG = PAGE

Vicinity Map

Not-to-Scale



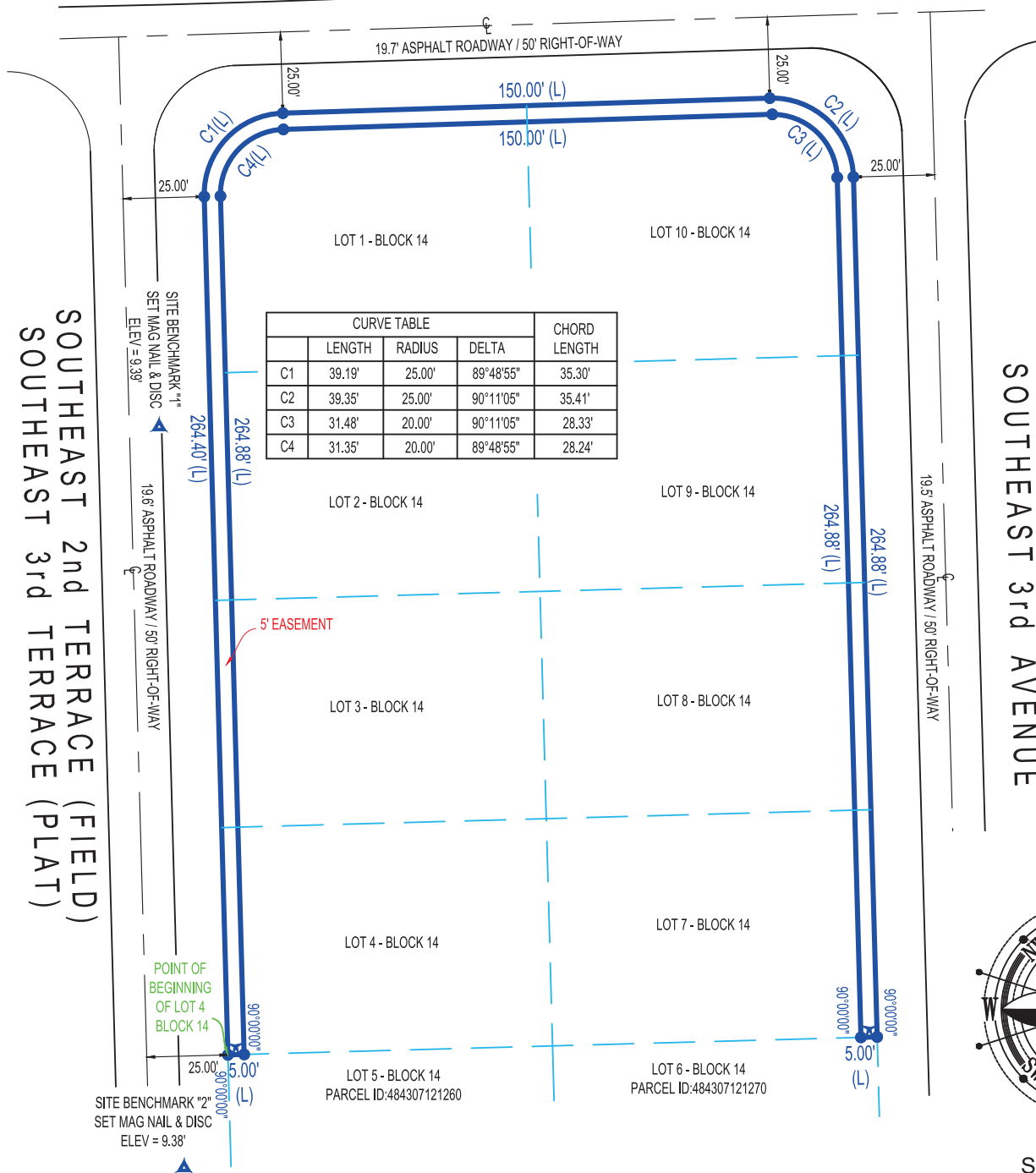
This sketch of description has been issued by the following Landtec Surveying office:
840 US Hwy 1, Suite 330
North Palm Beach, Florida 33408
Office: (561) 210-9344 www.LandtecSurvey.com
Email: Construction@landtecsurvey.com

Job No.: 224334-CE	Date: 02/26/2025
Drawn By: D.C.	
Revisions:	

LANDTEC
CONSTRUCTION SURVEYING
LICENSED BUSINESS No. 8598

**SECTION 7, TOWNSHIP 48 SOUTH, RANGE 43 EAST
BROWARD COUNTY, FLORIDA
JOB# 224334-SE**

SOUTHEAST 14th PLACE (FIELD)
SOUTHEAST 15th STREET (PLAT)



SCALE: 1"=50'

This sketch of description has been issued by the following Landtec Surveying office:

840 US Hwy 1, Suite 330
North Palm Beach, Florida 33408
Office: (561) 210-9344 www.LandtecSurvey.com
Email: Construction@landtecsurvey.com

Job No.: 224334-CE	Date: 02/26/2025
--------------------	------------------

Drawn By: D.C.

Revisions:



LANDTEC

CONSTRUCTION SURVEYING

LICENSED BUSINESS No. 8598



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2025-659

Agenda Date: 1/20/2026

Status: PUBLIC HEARINGS –
SECOND READING

In Control: City Commission

Title

P.H. 2026-016: 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.

Recommended Action

Commission to vote on Ordinance

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

BUSINESS IMPACT ESTIMATE¹

Meeting Date: 1/20/26

Agenda Item No. 4

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

The ordinance prohibits parking in a city owned swale along a residential roadway. Currently signs exist on the swale which state "No Parking". However, as this section of road is not currently listed in Section 66-58 "Parking Prohibited on Certain Streets and Commercial Vehicle Parking Restrictions" the signs are not enforceable. Adding this section of the road to the code section allows for enforcement.

Estimate of Direct Economic Impact on Private/For Profit Businesses

- a. Estimate of Direct Business Compliance Costs: None. The proposed ordinance only prohibits parking in a city owned swale on a residential roadway.
- b. New Charges/Fees on Businesses Impacted: None.
- c. Estimate of Regulatory Costs: None.

Good Faith Estimate of Number of Businesses Likely Impacted:

None

Any Additional Information:

¹ Business Impact Estimate does not apply to the following:

- 1. Ordinances required for compliance with federal or state law or regulation;
- 2. Ordinances related to the issuance or refinancing of debt;
- 3. Ordinances relating to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- 4. Ordinances required to implement a contract/agreement;
- 5. Emergency ordinances;
- 6. Ordinances relating to procurement;
- 7. Ordinances enacted to implement the following:
 - a. Development Orders and Development Permits as defined in Section 163.3164, F.S.; Development Agreements pursuant to the Florida Local Government Development Act- SS. 163.322—163.3243;
 - b. Sec. 190.005, F.S. and Sec. 190.046, F.S.;
 - c. Sec. 553.73, F.S. (Fla. Building Code);
 - d. Sec. 633.202, F.S. (Fla. Fire Prevention Code); and/or
 - e. Comprehensive Plan Amendments and land development regulation amendments initiated by an application by a private party other than the municipality.



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2025-660

Agenda Date: 1/20/2026

Status:
CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2026/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a Facility Use Agreement with Garrish Family Foundation, Inc. d/b/a South Florida Prep School to provide an alternative education program at the Johnny L. Tigner Community Center and the Oveta McKeithen Recreational Complex Multipurpose Field from February 3, 2026 to May 28, 2026, with the option to renew for an additional four-month period; waiving the current facility use hourly rates and approving a flat license fee of \$3,000.00 for an approximately four-month period to support the program within the City; providing for execution, 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

South Florida Prep provides a local alternative educational pathway for families seeking a personalized and flexible learning environment. Located within the City of Deerfield Beach, this organization serves the community by offering an inclusive setting that supports students in reaching their full potential.

The City does not have an agreement in place with this organization. The proposed partnership is anticipated to be a valuable asset to the community.

Current Activity

The proposed Facility Use Agreement provides for the non-exclusive use of Oveta McKeithen Recreational Complex; the Johnny L. Tigner Community Center and a multipurpose field for preparatory school classes conducted by the Garrish Family Foundation, Inc., operating as South Florida Prep.

Classes will be held on Tuesdays and Thursdays from 8:00 am to 1:00 pm, consisting of four hours of facility use in the Johnny L. Tigner Community Center and one hour of multipurpose field use per day, for students ages 13 and older, with up to 25 students participating. The agreement term will be from February 3, 2026 through May 28, 2026, with the option to renew for an approximately four month period commencing in Fall 2026 upon mutual agreement of the parties. The organization has requested that the standard hourly rates of \$50 per hour for the Community Center and \$50 per hour for the multipurpose field be waived in lieu of the flat fee of \$3,000.00. The Garrish Family Foundation, Inc. will be required to submit all required insurance and indemnification documentation and to comply with all City facility rules and regulations as a condition of use.

Recommendation

It is the recommendation of staff to approve the Facility Use Agreement between the City and Garrish Family Foundation, Inc., and waive the facility use hourly rate and replace it with a flat rate of \$3,000 for the agreement term (and any renewal term).

RESOLUTION NO. 2026/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING A FACILITY USE AGREEMENT WITH GARRISH FAMILY FOUNDATION, INC. D/B/A SOUTH FLORIDA PREP SCHOOL TO PROVIDE AN ALTERNATIVE EDUCATION PROGRAM AT THE JOHNNY L. TIGNER COMMUNITY CENTER AND THE OVETA MCKEITHEN RECREATIONAL COMPLEX MULTIPURPOSE FIELD FROM FEBRUARY 3, 2026 TO MAY 28, 2026, WITH THE OPTION TO RENEW FOR AN ADDITIONAL FOUR MONTH PERIOD; WAIVING THE CURRENT FACILITY USE HOURLY RATES AND APPROVING A FLAT LICENSE FEE OF \$3,000.00 FOR AN APPROXIMATELY FOUR MONTH PERIOD TO SUPPORT THE PROGRAM WITHIN THE CITY; PROVIDING FOR EXECUTION, IMPLEMENTATION, AND AN EFFECTIVE DATE

WHEREAS, the Garrish Family Foundation, Inc. (the “Foundation”) is a not-for-profit organization that recently established the South Florida Prep School to provide an elite curriculum of courses and alternative home education program for students and athletes (the “Program”); and

WHEREAS, the Program offers small class sizes and focuses on mentorship with its mission to provide an alternative educational path for families seeking a personalized, flexible learning environment; and

WHEREAS, the Program will consist of online coursework along with a physical education component; and

WHEREAS, the City owns and operates various facilities, including the Johnny L. Tigner Community Center (the “Tigner Center”) and Oveta McKeithen Recreational Complex Multipurpose Field (the “Field”), which are suitable for use by the Foundation for their Program; and

WHEREAS, the Foundation has requested a non-exclusive license to use a meeting room at the Center and to use the Field to conduct the Program from February 3, 2026 to May 28, 2026 (the “Term”), with classes being held on Tuesdays and Thursdays from 8:00 a.m. to 1:00 p.m. (the “Facility Use”); and

WHEREAS, the Foundation has committed to use its best efforts to achieve a minimum of 30% of the total participation in the Program by City residents and has requested a waiver of the City’s hourly rate of \$50.00 per hour and has agreed to pay a flat license fee in the amount of \$3,000.00 to operate its Program at the Center and Field during the Term; and

WHEREAS, City staff recommends approving the Facility Use, the waiver of the facility use hourly rates and approving a flat fee in the amount of \$3,000.00 for the Term (the “Fee Waiver”) and a Facility Use Agreement with the Foundation, attached as Exhibit “1”, (the “Agreement”) for the Term, with the option to renew for an additional approximately four month period, to support the Program within the City; and

WHEREAS, the City Commission finds that it is in the best interest of the City to approve the Facility Use, approve the Fee Waiver, and approve and authorize execution of the Agreement with the Foundation.

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 Foundation’s Facility Use for the Program subject to the terms of the Agreement.

Section 3. The City Commission hereby finds that the Fee Waiver from an hourly rate of \$50 per hour to a flat fee amount of \$3,000.00 for the Facility Use for the Term in accordance with the terms of the Agreement serves the public interest of the citizens of the City and is hereby approved.

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

Section 5. The City Commission hereby authorizes the City Manager to execute the Facility Use Agreement, attached as Exhibit “1,” together with such non-substantial changes as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 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

**FACILITY USE AGREEMENT
BETWEEN THE CITY OF DEERFIELD BEACH
AND GARRISH FAMILY FOUNDATION, 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 Garrish Family Foundation, Inc., a Florida Not-For-Profit Corporation (the "LICENSEE").

RECITALS

WHEREAS, LICENSEE is a not-for-profit organization that recently established the South Florida Prep School to provide an elite curriculum of courses and alternative home education program for students and athletes (the "Program"); and

WHEREAS, the Program offers small class sizes and focuses on mentorship with its mission to provide an alternative educational path for families seeking a personalized, flexible learning environment; and

WHEREAS, the CITY owns and operates various facilities, including the Johnny L. Tigner Center and the Oveta McKeithen Recreational Complex Multipurpose Field, which are suitable for use by the LICENSEE for LICENSEE'S Program; and

WHEREAS, LICENSEE desires to provide online coursework instruction along with a physical education component, and obtain a non-exclusive license to use a meeting room at the Johnny L. Tigner Community Center and the Oveta McKeithen Recreational Complex Multipurpose Field (collectively the "Permitted Area") to administer LICENSEE'S Program, as further set forth in Exhibit "A", in accordance with applicable law; and

WHEREAS, LICENSEE has requested the use of Permitted Area from February 3, 2026 to May 28, 2026 on Tuesdays and Thursdays from 8:00 a.m. to 1:00 p.m. to support its Program within the City; and

WHEREAS, the CITY agrees to permit LICENSEE to conduct LICENSEE'S Program at the Permitted Area and to provide facility usage to support the Program within the City, 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 Program within the Permitted Area in accordance with the Scope of Services, attached as Exhibit "A", and pursuant to the terms and conditions of this Agreement. LICENSEE agrees to use its best efforts to achieve a minimum of 30% of the total participation in the Program by residents of the City of Deerfield Beach.

Section 3. Term. This Agreement shall take effect on February 3, 2026 and shall expire on May 28, 2026, unless terminated or renewed as permitted herein (the "Term"). The City Manager or designee may renew this Agreement for another four month period commencing in Fall 2026 (the "Renewal Term") by execution of a written Amendment signed by the parties.

Section 4. License Fee. LICENSEE shall remit a license fee in the amount of \$3,000.00 to the City upon execution of this Agreement. LICENSEE shall remit an additional license fee in the amount of \$3,000.00 to the City upon execution of an Amendment to renew this Agreement for the Renewal Term.

Section 5. Licensee's Responsibilities.

- a. *Security Deposit.* LICENSEE shall pay a Security Deposit in the amount of \$75.00 which shall be retained by 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. *List of Licensee's Attendees.* Prior to the first official Program session, LICENSEE shall provide the CITY with the following: (i) a list of each individual that will be providing any Program services or otherwise serving as a representative of LICENSEE; and (ii) a list of each participant in the Program, together with the home address of each participant.
- d. *Scheduling.* The Program consisting of online coursework instruction and physical education classes shall be held on Tuesdays and Thursdays during the Term of this Agreement from 8:00 a.m. to 1:00 p.m. It is hereby understood that the online course duration is for a four (4) hour session within the designated Permitted Area with a one (1) hour physical education component located on the multicomplex field. The LICENSEE must attain from the CITY a facility use permit (at no additional cost) for all scheduled activity. Any and all amendments to the original schedule must be submitted in writing at least five (5) business days prior to actual rescheduled classes to the Parks & Recreation Director or designee. It is understood by LICENSEE that it is one of many users of the CITY facility and that the CITY may not in all cases be able to permit the exclusive use of the facilities 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 LICENSEE activities must fall within the Permitted Area's normal operating hours, unless approved by the Parks and Recreation Director or designee in writing.

- e. *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 Program that require an adjustment of security deposit returned at the conclusion of the Program, LICENSEE shall pay any overages of fees within ten days of the conclusion of the Program.

- f. *Clean-up of Permitted Areas.* Immediately after each Program class, the LICENSEE shall be responsible for cleaning the areas used during the administration of any Program class. LICENSEE furthers 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.. LICENSEE, at the conclusion of each Program class, must restore the site to a condition equal to that existing prior to the Program class. LICENSEE shall pay all costs for the repair and replacement of CITY property that is damaged during the Program.
- g. *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 Program. 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 6. Background Checks. LICENSEE shall comply with the CITY's Criminal Background Check Policy, Section 38-140 of the City Code, as such policy may be amended from time to time (the "Policy").

- a. LICENSEE shall be required to perform a criminal background check for any person employed by or under contract with the LICENSEE, and any LICENSEE representative, who is providing the Program services or will be in or on city property (each is a "Volunteer") and the results of such background checks shall be provided to the CITY prior to any Volunteer utilizing a City facility for the Program services.
- b. Volunteers shall be prohibited from participating in the Program at any City Facilities in the event: (i) they have not had a current background check conducted in accordance with the Policy, or (ii) the results of their background check reveal any of the disqualification factors set forth in 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 compliance with the Policy, as may be amended from time to time. Such affidavit shall be submitted to the City Manager or designee prior to conducting any Program services under this Agreement.

Section 7. 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 Program classes 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 LICENSEE's trainers, employees and representatives and the participants who are participating in any Program services.

Each policy, except for worker's compensation, 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 A- or higher, according to the most recent issue of Best Insurance Rating Guide.

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

- 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 any other person authorized by the LICENSEE to participate in the Program.
- c. *Indemnification.* In addition to the insurance to be provided, LICENSEE agrees to indemnify, defend and hold the CITY, including the 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, or employees, or Licensee's use and occupancy of any City 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 shall be deemed or treated as a waiver by the CITY of any immunity to which it is entitled by law, including but not limited to the CITY's sovereign immunity as set forth in Section 768.28, Florida Statutes.

- d. *First Aid Treatment and Indemnification.* Licensee further releases the City, its officers, agents, employees, servants, representatives, and volunteers from any and all suits, liability, claims or judgment of any kind, including attorney's fees, and including without limitation, any claims by third parties, in any way concerning, relating to, arising out of, or in any manner connected with, any first aid treatment or lack thereof, or any services rendered or lack thereof, for injuries or illnesses, during participation in any activities, contemplated by this Agreement.

Section 8. 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 Program.
- b. *Compliance with Rules and Regulations.* LICENSEE will abide by all Parks and Recreation Department Rules and Regulations, including 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 use of City facilities. The determination of compliance with the provisions in this Agreement shall be in the sole discretion of the CITY.

Section 9. Storage. The storage of materials and equipment belonging to LICENSEE in the City facilities is strictly prohibited. The LICENSEE agrees to be solely responsible for LICENSEE'S items 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, or its employees, or invitees, storage of any equipment or materials on any City property, including but not limited to the Permitted Area.

Section 10. 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 use of the Permitted Area. The CITY shall have the right in its sole discretion to terminate this Agreement with or without cause by giving thirty days' notice to LICENSEE. If the CITY elects to terminate this Agreement, 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 facilities by LICENSEE.

In the event the CITY determines to terminate this Agreement for cause due to LICENSEE's breach of this Agreement, LICENSEE shall have 10 days after receipt of such written notice of termination to correct the breach. Upon receipt of such notice, and unless otherwise directed by the City in writing, LICENSEE shall immediately cease all activities at the Permitted Area. Failure of LICENSEE to correct the breach within the 10 day timeframe, shall result in this Agreement being automatically terminated and LICENSEE shall cease all activities at the Permitted Area and vacate the premises.

Section 11. Audit Rights and Retention of Records. 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 the Program. 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.

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 12. Coordination of Services. The CITY'S primary representative/liaison during the performance of this Agreement shall be the Director of Parks and Recreation or designee.

Section 13. City Reservation of Rights. The CTIY reserves the right to order any participant who is deemed by the CITY, in its sole discretion, to be a threat to any participant or the public or City property or who flagrantly violates City policies, rules or regulations relating to facility usage to leave City grounds.

Section 14. 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 below, or at such other addresses as the parties may specify by written notice delivered in accordance with this Agreement:

FOR CONTRACTOR: Garrish Family Foundation, Inc.
561 NE 21st Avenue
Deerfield Beach, Florida 33441
Attn. John Garrish, Jr.

FOR CITY: Rodney Brimlow, City Manager
150 N.E. 2nd Avenue
Deerfield Beach, FL 33441

With A Copy to:

Anthony C. Soroka, City Attorney
Weiss Serota Helfman Cole, & Bierman, PL.
2255 Glades Road, Suite 200-E
Boca Raton, FL 33431

Section 15. No Leasehold. LICENSEE and CITY intend that this document 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 and Permitted Area in an "as is" condition.

Section 16. Public Records. LICENSEE shall comply with Chapter 119, Fla. Stat., Florida's Public Records Law. Specifically, LICENSEE shall:

- a. Keep and maintain public records required by the CITY to perform the Programs.
- b. Upon request from the CITY'S custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat., or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law for the duration of the contract term and following completion of the contract if the LICENSEE does not transfer the records to the public agency.
- d. Upon completion of the contract, 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 upon completion of the contract, 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 upon completion of the contract, 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 CONTRACT, 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 17. 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.

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**FACILITY USE AGREEMENT
BETWEEN THE CITY OF DEERFIELD BEACH
AND GARRISH FAMILY FOUNDATION, INC.**

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

CITY

ATTEST:

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

Heather Montemayor, City Clerk

Rodney Brimlow, City Manager

Date: _____, 2026.

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

Anthony C. Soroka, City Attorney

**FACILITY USE AGREEMENT
BETWEEN THE CITY OF DEERFIELD BEACH
AND GARRISH FAMILY FOUNDATION, INC.**

LICENSEE

Witnesses:

Garrish Family Foundation, Inc.

Signature
Print Name: _____
Date: _____

By: _____
Signature
Print Name: _____
Title: _____
Date: _____

Signature
Print Name
Date: _____

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EXHIBIT "A"

SCOPE OF SERVICES

LICENSEE shall administer the Program within the Permitted Area in accordance with all applicable laws, policies, rules and regulations. LICENSEE's use of the Permitted Area shall not exceed the hours during the term of the Agreement.

The Program shall consist of the following:

- **Program Dates:** February 3, 2026 through May 28, 2026
- **Days of Operation:** Tuesdays and Thursdays
- **Program Hours:** 8:00 AM – 1:00 PM
- **Participant Age Range:** Ages 13 and up
- **Facility & Field Usage (Permitted Area):**
 - Indoor Facility:
 - Four (4) hours per day of meeting room use
 - Location: Johnny L. Tigner Center Meeting Room
 - Outdoor Field:
 - One (1) hour per day of field use
 - Location: Oveta McKeithen Recreational Complex Multipurpose Field
- **Academic Program:**
 - Students will complete academic coursework online during facility hours
 - Coursework will be completed independently on personal computers brought from home
 - Primary academic platforms include Florida Virtual School (FLVS) and Acellus Academy, though students may be enrolled in varying curricula
 - Academic work will be supervised and facilitated by program staff; no direct instruction unless a specific teaching point is required
 - Students will bring personal headphones and complete coursework in a quiet, independent setting
- **Physical Education / Field Activities:**
 - Students will participate in structured physical education activities under instructor supervision
 - Activities will include general speed and agility training and limited football-specific training
 - Equipment will be supplied by the program and may include small items such as cones, mini hurdles, and occasional footballs.



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2025-632

Agenda Date: 1/20/2026

Status:
CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2026/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the submission of a modification to the Hazard Mitigation Subgrant Agreement with the Florida Division of Emergency Management to extend the Agreement for the Lift Station No. 5 Project; authorizing execution of an Amendment to extend the Agreement through August 28, 2026; providing for implementation and an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The HMGP Lift Station 5 Generator Project (Project Number 4668-008-R) in Deerfield Beach represents a critical infrastructure upgrade designed to strengthen the city's wastewater management system against power outages. The project involves the installation of a 200-kW diesel backup generator, a 400-amp automatic transfer switch, and the construction of an elevated concrete pad to meet South Florida Building Code standards.

This initiative is partially funded through the Hazard Mitigation Grant Program (HMGP) administered by FEMA. Once completed, the generator will provide continuous operation of Lift Station 5 during power disruptions, significantly increasing the station's resilience to natural disasters and advancing the city's overall disaster preparedness efforts.

Current Activity

The HMGP Lift Station Generator was purchased and delivered to the City during the second no-cost extension period. This third extension request is necessary due to ongoing challenges that have impacted the original project schedule. The City will be continuing with Zabatt to complete the remaining scope of work and finalize the generator installation, ensuring continuity and completion of the project as originally intended. Unforeseen site-specific conditions related to the generator's size and elevation required additional site surveys to ensure full compliance with current building code standards, which further influenced the project timeline. There is no cost impact associated with this extension request under the current grant. An updated project timeline will be provided once coordination and scheduling with Zabatt are finalized.

We respectfully request your approval of this six-month, no-cost extension, confident that this action will enable the City to bring the HMGP Lift Station Generator project to a successful and timely

completion while fully meeting the contractual obligations and intent of the disaster funding.

Recommendation

It is recommended that the City Commission authorize the submission of a request for a no-cost extension of Grant Agreement H0776, in order to extend the agreement through August 28, 2026. Additionally, the City Commission should authorize the City Manager to execute any related documents necessary to implement the extension and ensure completion of the project.

RESOLUTION NO. 2026/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE SUBMISSION OF A MODIFICATION TO THE HAZARD MITIGATION SUBGRANT AGREEMENT WITH THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT TO EXTEND THE AGREEMENT FOR THE LIFT STATION NO. 5 PROJECT; AUTHORIZING EXECUTION OF AN AMENDMENT TO EXTEND THE AGREEMENT THROUGH AUGUST 28, 2026; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, on May 18, 2021, the City of Deerfield Beach (the “City”) applied for the Hazard Mitigation Grant Program (“HMGP”), a grant funded by the Federal Emergency Management Agency (“FEMA”) and administered through a partnership with the Florida Division of Emergency Management (the “FDEM”); and

WHEREAS, the HMGP Program provides assistance to states, local governments, private non-profit organizations and Indian Tribes in implementing long-term hazard mitigation measures following a major disaster declaration; and

WHEREAS, the HMGP was for the purchase and installation of a permanent back-up generator at Lift Station No. 5 (the “Project”), a critical facility located at 701 SE 6th Avenue that provides sanitary sewer services; and

WHEREAS, the City was awarded \$112,500 under the HMGP Program and executed a subgrant agreement, Contract No. H0776 with FDEM on April 5, 2022 to implement the Project with a completion end date of February 28, 2024 (the “Agreement”); and

WHEREAS, on September 9, 2024, pursuant to Resolution No. 2024/137, the City Commission approved an amendment to the Agreement, which reinstated and extended the term of the Agreement to February 28, 2025 (the “Amendment”); and

WHEREAS, on May 20, 2025, pursuant to Resolution No. 2025/081, the City Commission approved an amendment to the Agreement, which reinstated and extended the term of the Agreement to February 28, 2026; and

WHEREAS, although the Project has been progressing and the City’s Contractor has delivered the generator, the Contractor has not completed addressing certain permit requirements whereby the current completion date will not be attained; and

WHEREAS, it is necessary to submit a modification to the Agreement, as amended, for a no-cost extension to FDEM to extend the Project end date through August 28, 2026, which will provide the City and the Contractor the necessary time to finalize the Project and satisfy the funding requirements, and the City has received confirmation from FDEM that such request is

permissible and that an Amendment to the Agreement will be required; and

WHEREAS, the City Commission finds it to be in the best interest of the City to approve and authorize City staff to submit the City's request to modify the Agreement with FDEM to extend the Agreement through August 28, 2026 to provide for the completion of the Project.

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

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

Section 2. The City Commission hereby approves the submission of the modification to the Agreement for a no-cost extension to FDEM to extend the Project completion end date to August 28, 2026.

Section 3. Upon FDEM approving the extension request, the City Commission hereby authorizes the City Manager to execute an Amendment to the Agreement with FDEM to extend the Project completion end date to August 28, 2026, subject to the terms and condition of the Amendment being acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

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

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 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. 2025-658

Agenda Date: 1/20/2026

Status:
CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2026/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an amendment to the Contract with Zabatt Engine Services, Inc. d/b/a Zabatt Power Systems to extend the completion date for the installation of the permanent generator for Lift Station No. 5 to June 26, 2026; authorizing execution of the Amended Agreement; providing for implementation and an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$0

Account Name: Machinery and Equipment

Account Number: 183-200-640-5400-000-52900-506043

Background/History

On May 28, 2021, the City of Deerfield Beach applied for and was awarded a Hazard Mitigation Grant (the "Grant") for the purchase and installation of a permanent back-up generator at Lift Station No. 5 (the "Project"), a critical facility at 701 SE 6th Avenue that provides sanitary sewer services. The City and the Florida Division of Emergency Management ("FDEM") entered into a subgrant agreement (the "Grant Agreement") for the Project.

In order to facilitate the project, the City entered into a contract with Zabatt Engine Services d/b/a Zabatt Power Systems, Inc. (the "Contractor") pursuant to Invitation to Bid No. 2023-03-PC and Resolution No. 2023/123. The award to the Contractor was for the supply and installation of the emergency generator for Lift Station No. 5 (the "Project"). The Project scope of work included the supply/delivery of a permanent emergency back-up generator with one NEMA 4X automatic transfer switch, the preparation of engineering drawings, permitting, construction of concrete pad, and the mounting platform for the generator and platform switch. The concrete pad will be elevated above base flood elevation and will be designed to resist wind loads in accordance with the South Florida Building Code.

The design work suffered delays in coordinating the multiple requirements for compliance, especially since there was an update to the FEMA flood map effective on 7/31/2024, which required a different flood elevation from the original considered.

The Grant Agreement has been previously extended with the current completion date for the Project

established as February 28, 2026.

Current Activity

The Contractor has delivered the generator to the City. However, as the Project has been progressing and the Contractor has been going through the review process for permitting, the Contractor has not completed addressing certain permit requirements. City staff has been actively working with Zabatt to complete the installation of the emergency generator. As such, the City has requested an extension of the Grant Agreement, which FDEM has confirmed is permissible, and the City's completion date to fulfill all grant agreement requirements will be extended through August 28, 2026. Due to the Project's progression, it is necessary to amend the existing contract with the Contractor and extend the Contractor's completion date to June 26, 2026. Paragraph 6 of Section IV of the ITB allows for the contract time to be extended. The Contractor is not seeking additional compensation in connection with this Amendment.

Recommendation

It is recommended that the City Commission approve the First Amendment to the contract with the Contractor.

RESOLUTION NO. 2026/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING AN AMENDMENT TO THE CONTRACT WITH ZABATT ENGINE SERVICES, INC D/B/A ZABATT POWER SYSTEMS TO EXTEND THE COMPLETION DATE FOR THE INSTALLATION OF THE PERMANENT GENERATOR FOR LIFT STATION NO. 5 TO JUNE 26, 2026; AUTHORIZING EXECUTION OF THE AMENDED AGREEMENT; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, the City and Contractor entered into a contract for Zabatt Engine Services, Inc. d/b/a Zabatt Power Systems (“Contractor”) to provide and install an emergency generator for Lift Station No. 5 (the “Project”) as set forth in Invitation to Bid No. 2023-03-PC (the “Contract”); and

WHEREAS, the Project is being funded by a Hazard Mitigation Grant (the “Grant”) through the State of Florida’s Division of Emergency Management Mitigation Bureau (the “Division”); and

WHEREAS, the Contract provided that the Contractor was to complete the Project within 120 days from the issuance of a Notice to Proceed (“NTP”) by the City, which NTP was issued and commenced on July 18, 2023 whereby the completion date for the Project was to be achieved by November 15, 2023; and

WHEREAS, since the issuance of the Notice to Proceed, the Contractor provided the emergency generator to the City, however, the review process for all required permits has been ongoing and the Contractor has not completed addressing certain permit requirements whereby the required completion date has not been attained, and it was determined that the Project completion date needs to be extended; and

WHEREAS, Paragraph 6 of Section IV of the ITB allows for the contract time to be extended by a written amendment; and

WHEREAS, the City has requested an extension of the Grant completion date through August 28, 2026, which will be submitted to the Division; and

WHEREAS, the City and Contractor desire to amend the Contract to reflect the new completion date for the Contractor to fulfill its obligations to June 26, 2026; and

WHEREAS, the City Commission finds it to be in the best interests of the City to approve and authorize the execution of the First Amendment to the Contract with Contractor, attached as Exhibit “1.”

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

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

Section 2. The City Commission hereby approves the First Amendment to the Contract with Contractor attached as Exhibit “1”.

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

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

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

PASSED AND ADOPTED THIS _____ DAY OF _____, 2026.

CITY OF DEERFIELD BEACH

TODD DROSKY, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

FIRST AMENDMENT TO THE CONTRACT BETWEEN THE CITY OF DEERFIELD BEACH, FLORIDA AND ZABATT ENGINE SERVICES, INC. D/B/A ZABATT POWER SYSTEMS, INC.

This First Amendment (the "Amendment") to the Contract dated July 18, 2023, is made and entered into this ____ day of _____, 2026, by and between the City of Deerfield Beach, Florida, a municipal corporation in the State of Florida (the "City") and Zabatt Engine Services, Inc. d/b/a Zabatt Power Systems, Inc. (the "Contractor").

RECITALS

WHEREAS, City and Contractor entered into a Contract for Contractor to provide and install an emergency generator for Lift Station No. 5 (the "Project") as set forth in Invitation to Bid No. 2023-03-PC (the "ITB"); and

WHEREAS, the Project is being funded by a Hazard Mitigation Grant (the "Grant") through the State of Florida's Division of Emergency Management Mitigation Bureau (the "Division"); and

WHEREAS, Article 2, Subsection 2.1 of the Contract set forth that the Contractor was to complete the Project within 120 calendar days from the City's issuance of a Notice to Proceed;

WHEREAS, the City issued the required Notice to Proceed commencing on July 18, 2023 whereby completion of the Project was to be achieved by November 15, 2023; and

WHEREAS, since the issuance of the Notice to Proceed, the Contractor provided the emergency generator to the City, however, the review process for all required permits has been ongoing and the Contractor has not completed addressing certain permit requirements whereby the required completion date has not been attained, and it was determined that the Project completion date needs to be extended; and

WHEREAS, Paragraph 6 of Section IV of the ITB allows for the contract time to be extended by a written amendment; and

WHEREAS, the City has submitted a request to the Division to extend the Grant through August 28, 2026; and

WHEREAS, the City and Contractor desire to amend the current Contract to reflect the new completion for the Contractor to fulfill its obligations is to June 26, 2026.

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 Contractor do hereby agree as follows:

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

Section 2. That Article 2, Subsection 2.1 of the Agreement is hereby amended as follows:

This Contract shall be effective upon execution and continue until completion of the Services to the City's satisfaction. The Contractor shall complete the work no later than June 26, 2026 in accordance with the Agreement and the ITB terms and conditions.

Section 3. The parties agree that, except as expressly amended herein, all terms, conditions, and specifications of the original Agreement shall remain the same and in full force and effect, and shall apply to all work performed by the Contractor from the date of execution of the Agreement until completion of the Services to the City's satisfaction.

Section 4. This Amendment shall be effective upon execution by the parties.

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

CITY

ATTEST:

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

Heather Montemayor, City Clerk

Rodney Brimlow, City Manager

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

Date: _____, 2026.

Anthony C. Soroka, City Attorney

CONTRACTOR

ATTEST:

Zabatt Engine Services, Inc. d/b/a
Zabatt Power Systems, Inc.

Corporate Secretary

By: _____

Signature

Title: _____

Date: _____

Jacksonville

Orlando

Tampa

Miami

1/8/2026

TO:
Sarah Ricci
Construction Project Manager
City of Deerfield Beach
200 Goolsby Boulevard,
Deerfield Beach, FL 33441

**Re: Time Extension Request for Lift Station 5 Emergency Generator
Resolution No. 2023/123**

Dear Ms. Ricci,

This time extension request is regarding Resolution No. 2023/123, for the Emergency Generator for Lift Station No. 5 at the location of 501 SE 6th Ave, Deerfield Beach, FL 33341.

This project design has been revisited multiple times to evaluate potential design changes, which affected the overall design, layout, engineering and permitting. As a result, the permitting is not yet complete and construction has been unable to start. The City has decided on a design moving forward and, with the new permitting system in place, Zabatt is ready to resubmit the plans for review, permit issuance, and start of work. These timeframes have been discussed with the Project Team at the City.

We kindly request that the City of Deerfield Beach considers this request for a time extension for a period of 240 days to allow for the permit applications to be approved and to allow for the installation of the generator.

Zabatt Power Systems, Inc is not seeking additional compensation due to this delay.

Regards,



Jeremy Siegel
VP, Sales & Marketing
Zabatt Power Systems
jeremy.siegel@zabatt.com



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2025-643

Agenda Date: 1/20/2026

Status:
DEPARTMENTAL BUSINESS

In Control: City Commission

Title

Resolution 2026/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving and authorizing execution of a marketing license agreement with Utility Service Partners Private Label, Inc. d/b/a Service Line Warranties of America for a service line warranty program for a three-year term with one year renewals thereafter; providing for implementation and effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

Utility Services Partners Private Label d/b/a Service Line Warranties of America (SLWA) provides, at no cost to municipalities, the National League of Cities (NLC) Service Line Warranty Program. The program offers coverage for buried, external water and sewer lines from the utility connection point to the home (including the portion buried under concrete slabs).

Current Activity

The purpose of the agreement is to allow for a three-year agreement with one-year term renewals. The SLWA program is a voluntary warranty program for city residents. There is a small monthly fee for residents who elect to participate. The products offered through the program are:

- External sewer line warranty - Scope is from the city main tap until the line daylights inside the home, which includes the service line under the concrete floor.
- External water line warranty - Scope is from the meter and/or curb box until its daylights inside the home, which includes the service line under the concrete floor.
- In-home plumbing warranty - Scope covers residential in-home water supply lines, in-home sewer lines, and all drain lines connected to the main sewer stack that are broken or leaking inside the home after the point of entry. Coverage includes broken or leaking water, sewer, or drain lines that may be embedded under the slab or basement floor. Coverage also includes repair of clogged toilets.

The program is administered by SLWA; however, the service/repairs are completed by licensed local contractors.

SLWA currently maintains over 470 coverage policies.

- 235 water service lines policies

- 161 sewer line policies
- 74 In-home policies

Completed over 335 covered repairs

- 149 sewer line claims
- 43 water sewer line claims
- 143 in-home plumbing repairs

Customers saved over \$191,598 in repairs

- \$45,019 in water line claims
- \$98,515 in sewer line claims
- \$48,064 in in-home plumbing claims

This agreement would allow City residents to continue participating in the program at a low cost.

Recommendation

Staff recommends that the City Commission approve the agreement between Utility Service Partners Private Label Inc. D/B/A Service Line Warranties of America, and the City of Deerfield Beach to extend the terms of the agreement for three years.

RESOLUTION NO. 2026/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING AND AUTHORIZING EXECUTION OF A MARKETING LICENSE AGREEMENT WITH UTILITY SERVICE PARTNERS PRIVATE LABEL, INC. D/B/A SERVICE LINE WARRANTIES OF AMERICA FOR A SERVICE LINE WARRANTY PROGRAM FOR A THREE YEAR TERM WITH ONE YEAR RENEWALS THEREAFTER; PROVIDING FOR IMPLEMENTATION AND EFFECTIVE DATE

WHEREAS, Utility Service Partners Private Label, Inc. d/b/a Service Line Warranties of America (“SLWA”), provides at no cost to municipalities, the National League of Cities (“NLC”) Service Line Warranty Program (the “Program”); and

WHEREAS, the Program offers coverage for buried, external water and sewer lines from the utility connection point to the home, including the portion buried under concrete slabs; and

WHEREAS, the Program is voluntary for City residents and there is a monthly fee for residents who elect to participate; and

WHEREAS, the plans/products offered through the Program are: an external sewer line warranty, an external water line warranty, and in-home plumbing warranty; and

WHEREAS, on May 19, 2019, pursuant to Resolution No. 2019/070, the City and SLWA entered into a marketing license agreement for SLWA to offer the Program to City residents for a three year term with the option to renew for an additional three period, and that agreement has expired; and

WHEREAS, the City and SLWA desire to enter into the Marketing License Agreement, attached as Exhibit “1”, (the “Agreement”) for the Program for a three-year term with additional automatic one-year renewals thereafter (unless either party provides at least 90 days’ advance notice of non-renewal) terms, to enable residents to continue to participate in the Program; and

WHEREAS, in accordance with the Agreement, SLWA will pay the City a fee based on the success of the marketing efforts equal to 10% of the fees actually received from residential property owners during the term under the plans sold under the Agreement, net of any discount, rebates, refunds, chargebacks credits, and sales or similar taxes incurred or paid by SLWA in connection with the plans sold; and

WHEREAS, City staff recommends approving and authorizing execution of the Agreement with SLWA, attached as Exhibit “1”; and

WHEREAS, the City Commission deems it to be in the best interest of the City to enter into the Agreement with SLWA, attached as Exhibit “1” to offer this Program to its residents.

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

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

Section 2. The City Commission hereby approves the Agreement with SLWA, attached as Exhibit “1,” for the Program for a three-year term with additional one year renewals thereafter.

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

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

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2026.

CITY OF DEERFIELD BEACH

TODD DROSKY, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

MARKETING LICENSE AGREEMENT

This **MARKETING LICENSE AGREEMENT** (“Agreement”) is entered into on January __, 2026 and made effective as of May 21, 2025, (the “Effective Date”), by and between the City of Deerfield Beach, Florida (“City”), and Utility Service Partners Private Label, Inc. d/b/a Service Line Warranties of America (“SLWA”) herein referred to singularly as a “Party” and collectively the “Parties”.

RECITALS

WHEREAS, individual residential property owners residing in the City own and are responsible for sewer and water lines between the mainlines and the connection on their property (“Residential Property Owner”); and

WHEREAS, City desires to offer Residential Property Owners the opportunity, but not the obligation, to purchase service line plans and other similar products set forth in Exhibit A or as otherwise mutually agreed by the Parties in writing from time-to-time by the Parties (each, a “Plan” and collectively, the “Plans”); and

WHEREAS, SLWA, a subsidiary of HomeServe USA Corp. (“HomeServe”), has agreed to make the Plans available to Residential Property Owners subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and with the intent to be legally bound hereby, the Parties agree as follows:

1. **Purpose.** City grants to SLWA the right to offer the Plans to Residential Property Owners subject to the terms and conditions of this Agreement and as set forth in the attached Exhibit “A”.

2. **Obligations of the Parties.**

a. **Grant of License.** City grants to SLWA a non-exclusive license (“License”) to use City’s name and logo on letterhead, bills and marketing materials (including on SLWA’s websites or social media sites), to be sent to Residential Property Owners from time to time, and to be used in advertising, all at SLWA’s sole cost and subject to City’s prior review and approval, which will not be unreasonably conditioned, delayed, denied, or withheld. City agrees that it will not extend a similar license to any competitor of SLWA during the Term of this Agreement.

b. **Data.** If City elects to do so, City may provide SLWA with “zip code” data for Residential Property Owners in an agreed-upon format. City agrees to provide a list of the name, service address, postal address (if different), residential telephone number, and, if available, email address of Residential Property Owners and any other appropriate or necessary data (“Property Owner Data”) to SLWA, or to a third party if and as directed by SLWA in writing, for use by SLWA in furtherance of the marketing and sale of the Plans. Property Owner Data will be provided to SLWA quarterly or more frequently during the Term and in a mutually agreed electronic format.

Property Owner Data shall remain City's property and Confidential Information (defined below), and SLWA will only use Property Owner Data as permitted by this Agreement. SLWA may obtain Property Owner Data from a third-party in furtherance of the marketing and sale of the Plans. In the event SLWA obtains Property Owner Data from a third-party, it shall become and remain SLWA's property and Confidential Information. "Member" means those Residential Property Owners that purchase and are successfully enrolled in a Plan by SLWA. Each Member's name, address, phone number, email address and any other information that SLWA collects from a Member, is SLWA's property and Confidential Information. The Parties shall abide by all of the requirements and obligations set forth in that certain Data Processing Addendum, which can be accessed and viewed at: <https://www.homeserve.com/sc/legal/HomeServeDataPrivacyAddendum> (the "DPA"), which is incorporated herein by reference, and which may be modified by SLWA to maintain compliance with all Data Protection Laws (as defined in the DPA).

3. Term; Termination. The term of this Agreement ("Initial Term") shall be for three (3) years from the Effective Date. The Agreement will automatically renew for additional one (1) year terms (each a "Renewal Term" and collectively with the Initial Term, the "Term"), unless one of the Parties gives the other written notice at least ninety (90) days prior to the end of the then current term that the Party does not intend to renew this Agreement. In the event that SLWA is in material breach of this Agreement, City may terminate this Agreement thirty (30) days after giving written notice to SLWA of such breach and: (i) if said breach is not cured during said thirty (30) day period; or (ii) if such breach is incapable of being cured in such period, and SLWA has failed to take during such period substantive steps to cure such breach. Either Party may terminate this Agreement without cause upon thirty (30) days' prior written notice to the other Party. Any termination or non-renewal notwithstanding, SLWA will be permitted to complete any marketing initiative initiated prior to termination or nonrenewal of this Agreement after which time, neither Party will have any further obligations to the other and this Agreement will terminate. During the Term, SLWA shall have the right to conduct campaigns in accordance with Exhibit A. Either party may terminate this Agreement for convenience upon 90 days prior written notice to the other party.

4. Consideration. As consideration for the License, SLWA shall pay City a fee based on the success of the marketing efforts using the License as described herein (the "License Fee") equal to ten percent (10%) of the fees actually received from Residential Property Owners during the Term under any Plans sold under the Agreement, net of any discount, rebates, refunds, chargebacks, credits, and sales or similar taxes incurred or paid by SLWA in connection with such Plans. The first payment of the License Fee shall be due by January 30th of the year immediately following the Effective Date. Subsequent License Fee payments shall be made on an annual basis throughout the Term, due and payable on January 30th of each succeeding year

5. Applicable Laws. Each Party shall comply at all times with all applicable laws, statutes, treaties, rules, codes, ordinances, regulations, permits, official guidelines, judgements, orders and interpretations, as well as licensing or registration requirements ("Applicable Laws") with respect to its obligations under this Agreement.

6. Indemnification. SLWA hereby agrees to protect, defend indemnify, and hold City, its elected officials, officers, employees and agents (collectively or individually, "Indemnitee") harmless from and against any and all third party claims, damages, losses, expenses, suits, actions,

decrees, judgments, awards, reasonable attorneys' fees and court costs (individually or collectively, "Claim"), which an Indemnitee may suffer or which may be sought against or are recovered or obtainable from an Indemnitee, as a result of or arising out of any breach of this Agreement by SLWA, or any negligent or fraudulent act or omission of SLWA or its officers, employees, contractors, subcontractors, or agents in the performance of services under the this Agreement and the Plans; provided that the applicable Indemnitee notifies SLWA of any such Claim within a time that does not prejudice the ability of SLWA to defend against such Claim. Any Indemnitee hereunder may participate in its, his, or her own defense, but will be responsible for all costs incurred, including reasonable attorneys' fees, in connection with such participation in such defense. Nothing in this Agreement shall be deemed or treated as treated as a waiver by the City of any immunity to which it is entitled by law, including but not limited to the City's sovereign immunity as set forth in Section 768.28, Florida Statutes.

7. Independent Contractor Status. SLWA is an independent contractor under this Agreement. Services provided by SLWA shall be performed by employees, agents, officials or subcontractors of SLWA and subject to supervision by SLWA, and not as officers, employees or agents of City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, worker's compensation and unemployment compensation coverage, travel, per diem policy, and purchasing policies under the Agreement shall be the sole responsibility of SLWA. SLWA will have no rights under the City's worker's compensation, insurance benefits or similar laws. The City shall neither have nor exercise any control or discretion over SLWA or SLWA's employees, agents, officials or subcontractors.

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

9. Records; Audit. SLWA shall, at all times during the Term and for a period of seven (7) years after the termination or expiration of this Agreement, maintain complete and accurate records, together with supporting or underlying documents and materials, kept and maintained by SLWA, to substantiate SLWA's compliance with its obligations and responsibilities under this Agreement. Up to once per year of the Term, the City shall have the right, upon at least ten (10) days' prior written notice and during normal business hours, at its sole cost and expense, to audit and inspect, on its own or through a Representative, SLWA's records for the purpose of confirming SLWA's compliance with the terms of this Agreement.

10. Notice. Any notice required to be given under this Agreement shall be deemed to have been received when delivered (i) by personal service, (ii) by electronic mail with confirmation of delivery and receipt (provided a hard copy is sent promptly by regular mail), or (iii) by registered

or certified mail, return receipt requested, with the United States Postal Service, addressed as follows:

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

With a copy to: Jonathan Salas, Director of Community Services (at the same address)

To: SLWA:
Utility Service Partners Private Label, Inc.
d/b/a Service Line Warranties of America
ATTN: Michael Backus, Chief Revenue Officer
45 Glover Ave., 6th Fl.
Norwalk, CT 06850
email: michael.backus@homeserveusa.com

With a copy to: Legal Department
email: legal@homeserveusa.com

11. Public Records. SLWA shall comply with The Florida Public Records Act as follows:

a. Keep and maintain public records that ordinarily and necessarily would be required by City in order to perform this Agreement.

b. Upon request by the City's records custodian, provide City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement.

d. Upon completion of this Agreement or in the event of termination of this Agreement by either Party, any and all public records relating to this Agreement in the possession of SLWA shall be delivered by SLWA to City, at no cost to City, within seven days. All records stored electronically by SLWA shall be delivered to City in a format that is compatible with City's information technology systems. Once the public records have been delivered to City upon completion or termination of this Agreement, SLWA shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.

e. SLWA's failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the City.

IF SLWA HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SLWA'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 BY MAIL: City Of Deerfield Beach — City Clerk's Office, 150 N.E. 2nd Ave, Deerfield Beach, FL 33441

12. Scrutinized Companies.

a. SLWA certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if SLWA or its subcontractors are found to have submitted a false certification; or if SLWA, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

b. If this Agreement is for more than one million dollars, SLWA certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if SLWA, its affiliates, or its subcontractors are found to have submitted a false certification; or if SLWA, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

c. SLWA agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

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

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

14. Foreign Countries of Concern Affidavit. In accordance with Section 287.138, Florida Statutes, SLWA is required to attest that it does not meet any of the criteria set forth in Paragraph 2(a)-(c) of Section 287.138, Florida Statutes, as such terms are defined therein, as updated. At the time of execution of this Agreement, SLWA shall submit the required Affidavit, which will be provided by the City's Procurement Division.

15. Assignment. Neither Party may assign or transfer any of its rights under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably delayed, withheld, conditioned, or denied, except to an affiliate of the assigning Party or an

acquirer of all or substantially all of the assets of the assigning Party. Any purported assignment or delegation in violation of this section shall be null and void. No assignment or transfer of this Agreement shall relieve the assigning Party of any of its obligations under this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the Parties as well as their respective successors or permitted assigns.

16. Insurance. SWLA shall provide insurance in accordance with the requirements set forth in the attached Exhibit B.

17. Counterparts; Electronic Delivery. This Agreement may be executed in counterparts delivered by email, DocuSign, or other electronic transmission; such counterparts will be deemed originals and binding upon the Parties upon receipt, regardless of whether originals are delivered thereafter. All such counterparts will constitute one and the same contract, and the signature of any Party to any counterpart will be deemed a signature to any other counterpart.

18. Governing Law; Venue; Waiver of Jury Trial. The Parties shall comply with all Applicable Laws with respect to their respective obligations under this Agreement. This Agreement is governed by and shall be construed in accordance with the laws of the State of Florida, without regard to the choice of law principles of the forum state. Any action at law, suit in equity, or other proceeding against any Party with respect to this Agreement or in connection with any of the matters contemplated by this Agreement shall be brought and maintained exclusively in the state or federal courts located in Broward County, Florida, as applicable. THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT THAT MAY EXIST TO HAVE A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED UPON OR ARISING OUT OF, UNDER, OR IN ANY WAY CONNECTED WITH, THIS AGREEMENT.

[THIS SPACE LEFT INTENTIONALLY BLANK]

MARKETING LICENSE AGREEMENT

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

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

ATTEST:

By: _____
TODD DROSKY, MAYOR

HEATHER MONTEMAYOR, CITY CLERK

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

Anthony C. Soroka

UTILITY SERVICES PARTNERS
PRIVATE LABEL D/B/A SERVICE
LINE WARRANTIES OF AMERICA

ATTEST:

By: _____
Signature

Corporate Secretary

Print Name: _____

Title: _____

Exhibit A

Marketing Agreement

City of Deerfield Beach Term Sheet

I. Plans; Plan Fees; Scope of Coverage. The summary of coverage is accurate as of the Effective Date. SLWA will offer the following rates to Customers:

- A. Exterior water service line plan (initially, \$ 5.99 per month)
 - i. Covers Customers' responsibility: From the meter and/or curb box to the main shut-off valve inside the home.
 - ii. Covers well service lines if applicable: From the external wall of Customers' well casing to the external foundation wall of the home.
 - iii. Coverage Cap: Unlimited number of calls/\$8,500 per call/unlimited annual maximum.
- B. Exterior sewer/septic line plan (initially, \$ 7.99 per month)
 - i. Covers Customers' responsibility: From the external wall of the home to the sewer main.
 - ii. Covers septic lines if applicable: From the external foundation wall of the home to the point of connection to the septic tank of the home.
 - iii. Coverage Cap: Unlimited number of calls/\$8,500 per call/unlimited annual maximum.
- C. Interior plumbing and drainage plan (initially, \$ 9.99 per month)
 - i. Covers repair or replacement of the following inside the home, for which the Customers have sole responsibility, which is damaged due to normal wear and tear:
 - a. The blocked or leaking interior water supply and drainage system pipes that carry fresh or drinkable water and wastewater.
 - ii. Coverage Cap: Unlimited number of calls/\$3,000 per call/unlimited annual maximum.

Pricing does not include taxes which will be collected by SLWA as well. SLWA may adjust the Plan fees; provided, that, any such adjustment shall not exceed one dollar (\$1.00) per month per Plan in any twelve (12) month period. If such adjustment shall exceed one dollar (\$1.00), both Parties must agree in writing.

II. Marketing Campaigns. SLWA shall have the right to conduct up to three (3) campaigns per year through such channels as may be mutually agreed by the Parties.

EXHIBIT "B"

INSURANCE REQUIREMENTS

Upon execution of this Agreement, SWLA shall provide City with the Certificate(s) of Insurance meeting the below requirements. All Certificates shall name the City of Deerfield as an additional insured.

I. SLWA shall provide to the CITY evidence of insurability meeting the insurance requirements stated herein. SLWA shall not commence the work or otherwise perform the work as required by the resulting Contract until the requirements stated herein are met and the Certificate(s) of Insurance are approved by the CITY. SLWA shall assume full responsibility and expense to obtain all necessary insurance.

A. General

1. SLWA shall furnish to the Purchasing and Contract Administration Division a Certificate of Insurance or endorsements evidencing the insurance coverage specified herein upon execution of this Contract. The required Certificates of Insurance shall name the types of policies provided, refer specifically to the Agreement, and state that such insurance is as required by this Agreement. SLWA's failure to provide to CITY the Certificates of Insurance or endorsements evidencing the insurance coverage within fifteen (15) calendar days of notification of award shall provide the basis for the termination of the Agreement.
2. Such policy or policies shall be issued by approved companies authorized to do business in the State of Florida. SLWA shall be responsible to pay all deductible amounts, if any. SLWA shall specifically protect CITY and the Deerfield Beach City Commission by naming CITY and the Deerfield Beach City Commission as additional insured under all required liability policies except for Workers Compensation and secure waivers of subrogation, in favor of the City of Deerfield Beach, on all liability and workers' compensation policies.
3. Coverage is not to cease and is to remain in force (subject to cancellation notice) until all performance required of SLWA is complete including all renewal terms. All policies must be endorsed to provide CITY with at least thirty (30) days' notice of expiration, cancellation and/or restriction. If any of the insurance coverages will expire prior to the completion of the work, copies of renewal policies shall be furnished at least thirty (30) days prior to the date of their expiration.
4. CITY reserves the right to review and revise any insurance requirements at the time of renewal or amendment of this Contract, including, but not limited to, deductibles, limits, coverage, and endorsements based on insurance market conditions affecting the availability or affordability of coverage, or changes in the scope of work or specifications that affect the applicability of coverage. If SLWA uses a subcontractor, SLWA shall ensure that subcontractor names CITY and the

Deerfield Beach City Commission as additional insured under the Commercial Liability Policy as well as on any Excess Liability Policy coverage.

B. Coverages

SLWA shall, at a minimum, provide, pay for, and maintain in force at all times during the term of this Contract the following insurance as indicated with exes:

1. Commercial Liability Insurance - A Commercial Liability Insurance Policy shall be provided which shall contain limits of no less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury liability, personal injury liability and property damage liability on a per project basis and shall contain limits of no less than a Two Million Dollars (\$2,000,000.00) aggregate.

Coverage must be afforded on a form no more restrictive than CG 20 10 10 01 and CG 20 37 10 01 Commercial Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include: premises and operations, independent Contractors, products and/or completed operations for contracts, broad form contractual coverage applicable to this specific Contract including any hold harmless and/or indemnification Contract, personal injury coverage with employee and contractual exclusions removed and policy limits shall be applied on a primary and non-contributory basis.

2. Business Automobile Liability - Business Automobile Liability shall be provided with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence or combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must at a minimum include liability coverage symbols: 2 (owned vehicles), 8 (hired vehicles) and 9 (non-owned vehicles).
3. Workers Compensation Insurance - Workers' Compensation insurance to apply for all employees in compliance with Chapter 440, Florida Statutes, as may be amended from time to time, the "Workers' Compensation Law" of the State of Florida, and all applicable Federal laws. In addition, the policy(ies) must include employers' liability with a limit of One Million Dollars (\$1,000,000.00) each accident, One Million Dollars (\$1,000,000.00) aggregate limit by disease and One Million Dollars (\$1,000,000.00) each employee by disease. Additionally, if there will be operations undertaken on or about navigable waters, a coverage endorsement must be included for the U.S. Longshoremen & Harbor Workers Act and Jones Act. If exempt for Worker's Compensation, proper documentation shall be provided.
4. Professional Liability (Errors & Omissions) Insurance - Professional Liability Insurance with the limits of liability provided by such policy for each claim and on a claim made basis or on an occurrence basis to be no less than one million Dollars

(\$1,000,000.00) per occurrence with a limit of no less than two million dollars (\$2,000,000.00) aggregate with a deductible per claim not to exceed ten percent (10%) of the limit of liability. Consultant(s) shall notify the City in writing within thirty (30) days of any claim filed or made against its Professional Liability Insurance Policy.

5. Pollution Liability Insurance - Pollution Liability Insurance for bodily injury, property damage, clean-up costs or corrective action and defense coverage with a limit of no less than \$1,000,000 each incident and a general aggregate limit of no less than \$1,000,000. This insurance shall include coverage for, but not be limited to: sudden and accidental discharges; dispersal, seepage, release or escape of any solid, liquid gaseous or thermal irritant or contaminant, including but not limited to smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, medical waste and waste material into or upon land or any structure on land, the atmosphere or any watercourse or body of water, including groundwater.
6. Fidelity Bond/Crime Insurance – SLWA shall maintain a Fidelity Bond or Commercial Crime Insurance including coverage for employee dishonesty, fraud, forgery, alteration and computer crime, when applicable; also Inside/Outside Money & Securities coverage for city-owned assets in the care, custody and control of SLWA. Coverage limits shall not be less than \$15,000,000.00, the amount scheduled in the agreement.



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2026-3

Agenda Date: 1/20/2026

Status:
DEPARTMENTAL BUSINESS

In Control: City Commission

Title

Discussion 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 Police Option 2). 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.

At the January 6, 2026 City Commission meeting, the City Commission heard presentations from BSO and the consulting firm. Additionally, BSO made an offer of two year contracts for police and fire services at the meeting. The proposed two year contracts from BSO for police and fire services have been uploaded to the backup. The annualized consideration numbers are consistent with the consideration provided for in the 4.5 year term contracts. Section 5 of the proposed Police Services Agreement two year contract provides for BSO to reimburse the City for the City's costs incurred with

a transition study consultant in the event the City were to proceed with conducting the additional study. BSO has provided their list of seven authorized consultants for this purpose and the list has been uploaded to the backup. Additionally, BSO advised that the annualized reduction in consideration for Police Services if the City were to elect the second staffing complement option (Police Option 2) is approximately \$570,333.



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2026-3

Agenda Date: 1/20/2026

Status:
DEPARTMENTAL BUSINESS

In Control: City Commission

Title

Discussion 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.

At the January 6, 2026 City Commission meeting, the City Commission heard presentations from BSO and the consulting firm. Additionally, BSO made an offer of two year contracts for police and fire services at the meeting. It is anticipated that the City will receive the proposed two year contracts from BSO this week. Upon receipt, the proposed two year contracts will be uploaded into the backup for consideration.



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,

A handwritten signature in blue ink, appearing to read "H. Lee Futch", is written over the word "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> 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.

TWO-YEAR CONTRACT OPTIONS

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.

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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
TERM:	April 1, 2026 – March 31, 2028
RENEWAL OPTION:	Renewable for a six (6) month 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. TRANSITION STUDY

CITY has expressed an interest in completing a detailed transition study to accurately determine the full fiscal impact of establishing its own police and fire departments. BSO has agreed to pay for such study, provided that CITY contracts with a consultant identified on the list of suitable consulting firms having experience in this field provided by BSO to CITY, dated January 16, 2026. CITY shall follow its established procurement process in obtaining this transition study. In the event CITY contracts with such a consultant who completes a transition study for CITY, CITY shall submit to BSO the consultant's invoices and supporting documentation within 10 days of receipt by CITY. Within 30 days of BSO's receipt of the documentation, BSO will remit payment to CITY in an amount equal to consultant's invoice. CITY shall provide BSO with the final draft of the transition study within 5 days of receipt by CITY.

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). The parties agree that from October 1, 2025 through March 31, 2026, law enforcement services are required to have been invoiced to the CITY based upon actual costs incurred on a monthly basis, and that as a result BSO advises that certain expenses that are attributable to the District and obligated at the start of the fiscal year have not yet been realized and therefore have not been invoiced to the City. Accordingly, the parties agree that those costs attributable to the District that have been obligated but not yet been invoiced to the City will be charged to the City when they are realized by BSO. However, notwithstanding any language to the contrary in this Agreement or the prior agreement between the parties for Police Services, the City's total consideration obligation to BSO for law enforcement services for the

period from October 1, 2025 through September 30, 2026 shall not exceed the annualized consideration reflected on Exhibit A.

- b. The consideration payable by the CITY in year two of the Agreement (October 1, 2026, through September 30, 2027) 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.
- c. The consideration payable by the CITY during the subsequent fiscal year 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.

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								
TERM:	April 1, 2026 – March 31, 2028								
RENEWAL OPTION:	Renewable for a six month 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: <table> <tr> <td colspan="2"><u>Non-shift Personnel</u></td> </tr> <tr> <td>District Chief</td> <td>1</td> </tr> <tr> <td>Prevention Personnel (1 Captain, 1 Fire Prevention Lieutenant 5 Fire Inspectors)</td> <td>7</td> </tr> <tr> <td>Clerical Support Staff</td> <td>1</td> </tr> </table>	<u>Non-shift Personnel</u>		District Chief	1	Prevention Personnel (1 Captain, 1 Fire Prevention Lieutenant 5 Fire Inspectors)	7	Clerical Support Staff	1
<u>Non-shift Personnel</u>									
District Chief	1								
Prevention Personnel (1 Captain, 1 Fire Prevention Lieutenant 5 Fire Inspectors)	7								
Clerical Support Staff	1								

	<u>Shift Personnel</u> Battalion Chief 4 Captains 22 Lieutenants 26 Driver Engineers 21 Firefighter/Paramedics 62 Total 144
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 Annual Consideration for all General and City Specific Services	\$39,531,914

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). The parties agree that from October 1, 2025 through March 31, 2026, fire rescue services are required to have been invoiced to the CITY based upon actual costs incurred on a monthly basis, and that as a result BSO advises that certain expenses that are attributable to the District and obligated at the start of the fiscal year have not yet been realized and therefore have not been invoiced to the City. Accordingly, the parties agree that those costs attributable to the District that have been obligated but not yet been invoiced to the City will be charged to the City when they are realized by BSO. However, notwithstanding any language to the contrary in this Agreement or the prior agreement between the parties for Fire Rescue Services, the City's total consideration obligation to BSO for fire rescue services for the period from October 1, 2025 through September 30, 2026 shall not exceed the annualized consideration reflected on Exhibit A.
- b. The consideration payable by the CITY in year two of the Agreement (October 1, 2026, through September 30, 2027) 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. Worker's 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.
- c. The consideration payable by the CITY during the subsequent fiscal year 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 on the second payroll period 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 the second payroll period of 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 for the second payroll period 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 furnishings 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 (a) 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

LIST OF TRANSITION STUDY CONSULTANTS

January 16, 2026

1. Center for Public Safety Management, LLC

<https://link.edgepilot.com/s/43741469/xzCVC56lTU6uyrDfXyxkCA?u=https://icma.org/page/center-public-safety-management-llc>

2. Mission Critical Partners

<https://link.edgepilot.com/s/33223f51/-qMkoSpDzUysV-Jid21p4g?u=https://www.missioncriticalpartners.com/>

3. Jensen – Hughes

https://link.edgepilot.com/s/1542c5c5/-eFa7UI4WE2rkzG_RhjdJA?u=https://www.jensenhughes.com/

4. Raftelis

<https://link.edgepilot.com/s/3a477201/kd8BtPxAgEqDNAFPFwqjNQ?u=https://www.raftelis.com/>

5. Matrix Consulting Group

<https://link.edgepilot.com/s/134f83cb/qHMpvCuUxk2vSuwxUXK8rQ?u=https://matrixcg.net/>

6. PERF Center for Management & Technical Assistance

<https://link.edgepilot.com/s/9acb8094/76sslW4WtEqMWaBRuHOjiQ?u=https://www.policeforum.org/management-services>

7. IACP

<https://link.edgepilot.com/s/2a8e6a0a/Bizp1AmeU06eytGbr8HOEw?u=https://www.theiacp.org/management-studies>