



Deerfield Beach
Florida

**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

February 17, 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: January 20, 2026

ACKNOWLEDGEMENT OF CITY BOARD MINUTES

Education Advisory Board Meeting Minutes

Attachment: January 7, 2026

Community Appearance Board Meeting

Attachment: January 14, 2026

APPROVAL OF THE AGENDA

February 17, 2026

ZOOM INFORMATION

Join Zoom Meeting by clicking the below link:

<https://deerfield-beach.zoom.us/j/87297660933?pwd=fld17YteO8q60IURdrFfprbtoMsslM.1>

Join Zoom Meeting via telephone by dialing:

Call-in Number: (305) 224-1968

Meeting ID: 872 9766 0933#

Participant ID: #

Passcode: 885755#

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 Vanderbilt Carpenter III for receiving the 2026 Caliber Award for School/District Employee of the Year.**

Sponsor: Mayor Drosky

- 2. Proclamation presented to Kasia Orzechowska, Fight Colorectal Cancer Ambassador/Advocate, in recognition of Colorectal Cancer Awareness Month.**

Sponsor: Mayor Drosky

PUBLIC COMMENT

Persons addressing the Commission shall state his/her name and address and may speak for three (3) minutes. All remarks made by the public at a Commission meeting on an agenda item shall be addressed to the Commission as a body and limited to the subject matter before the Commission at that particular time. No comments shall be made related to the personal life or personal qualities of any person and no language which would offend persons of ordinary sensibilities shall be permitted. The public shall be given an opportunity to speak on any substantive agenda item, subject to the aforementioned restrictions, prior to a vote on the matter by the City Commission. The Commission shall determine the appropriate time, prior to the vote, for the public to speak. For consent agenda items, the public shall be given an opportunity to speak prior to the approval of the consent agenda. The Commission may, by majority vote,

determine that public input on an agenda item be tabled to a future meeting so long as the vote on the agenda item take place at the future meeting and that the public input take place prior to the Commission making any decision.

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

3. **Resolution 2026/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving and authorizing execution of a service agreement and addendum with ClearGov, Inc., to provide a budget software subscription platform for a five-year period in a total aggregate amount not to exceed \$480,715.87; providing for implementation and an effective date. (Funds from Account #100-100-130-1301-000-51300-503004 - Software Maintenance)**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Financial Services

Attachment: ClearGov, Inc.

4. **Resolution 2026/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the issuance of a purchase order to Waste Innovations Systems, Inc. for the installation and licensing of solid waste management software and associated onboard cameras and equipment for live route management of city collection vehicles in an amount not to exceed \$85,000.00 for Fiscal Year 2026; 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 #450-300-340-3400-000-53400-503003 - Programming/Software)**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Municipal Services

Attachment: Waste Innovations Systems, Inc.

5. **Resolution 2026/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving and authorizing execution of a dock space revocable license agreement with Lighthouse Capital Partners Inc. d/b/a Dixie Divers for use of the floating dock at Sullivan Park for a one-year term, with a one-year renewal option; requiring Dixie Divers to**

conduct quarterly fishing pier cleanups; and providing for an effective date.

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Parks & Recreation

Attachment: Dixie Divers

- 6. Resolution 2026/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving and authorizing execution of a professional services agreement with Sievers & Associates, LLC, in an amount not to exceed \$75,000.00 to provide public safety transition consulting services on an as needed basis to assist with the transition of fire rescue services; and providing for an effective date. (Funds from Account #100-200-210-2100-000-52100-503299 - Other Contractual Services)**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Office of Public Safety

Attachment: Sievers & Associates, LLC

- 7. Resolution 2026/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an agreement with Accenture, LLP for American Rescue Plan Act Grant Management Services in an amount not to exceed \$50,000.00, utilizing the terms of State of Florida Department of Management Services RFP No. 25-80101500-25-RFP-V2 and State Term Contract No. 25-8010500-25-STC; providing for execution and an effective date. (Funds from Account #186-600-640-5964-000-56400-503299 - Other Contractual Services)**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Community Services

Attachment: Accenture, LLP

- 8. Resolution 2026/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving and authorizing execution of a shuttle stop public transit license agreement with Kimco Realty OP, LLC, for the City's use of designated areas within the Shoppes at Deerfield for the Community Shuttle Express Route I Service for a three-year**

term; 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: Kimco Realty OP, LLC

- 9. Resolution 2026/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving and authorizing execution of the Sixth Amendment to the Interlocal Agreement with Broward County for community shuttle services to increase the funding rate; 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: Community Shuttle Services

- 10. Resolution 2026/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the 2026 Fair Share Contribution to the Areawide Council on Aging of Broward County, Inc. in the amount of \$82,343.00; providing for implementation and an effective date. (Funds from Account #100-500-640-5400-000-55400-504016 - Grants/Area Agency on Aging)**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Community Services

Attachment: 2026 Fair Share Contribution

DEPARTMENTAL BUSINESS

- 11. Resolution 2026/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, authorizing acceptance of \$400,000.00 in grant funds from the Florida Department of Environmental Protection ("FDEP") for the Tedder Neighborhood Pocket Park Project; approving the expenditure of \$250,000.00 for the project to meet the grant matching funds requirement; approving and authorizing execution of a grant agreement with FDEP for the project; providing for implementation and an effective date. (Funds from Account #399-**

700-720-7200-57200-506530 - CIP Infrastructure)

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: Tedder Neighborhood Pocket Park Project

12. Resolution 2026/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, amending the Parks and Recreation schedule of fees and charges to modify the fees for admissions to the City's International Fishing Pier; providing for conflicts and an effective date.

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Parks & Recreation

Attachment: Parks and Recreation Fees and Charges

13. Resolution 2026/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a facility use agreement with DPR Youth Enrichment Association for Academics and Athletics, Inc., to provide Youth Football, Cheerleading and Academic Support Programs; approving and authorizing the use of \$35,000.00 in funds from the Parks and Recreation budget and use of the Target Area Trust Fund in an amount not to exceed \$65,000.00 to assist funding the Programs in a total amount not to exceed \$100,000.00; authorizing execution of the Agreement; providing for implementation and an effective date. (Funds from Account #100-700-720-7202-000-57200-503914 - Athletic Program Supplement & Account #620-200-210-2101-000-52100-503999 - Target Area Trust Fund)

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: DPR Youth Enrichment Association for Academics and Athletics, Inc.

14. Update regarding public safety.

Sponsor: Office of Public Safety

COMMENTS BY ADMINISTRATION & LEGAL

CITY COMMISSION BUSINESS

15. Discussion and potential action regarding extending the time limit for public comment.

Suggested Action: Motion on decision of Commission

Sponsor: Vice Mayor Preston

Attachment: Public Comment

COMMENTS BY MAYOR & CITY COMMISSION

ADJOURNMENT

FUTURE CITY COMMISSION MEETINGS

Regular City Commission Meeting - Tuesday, March 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, January 20, 2026

7:00 PM

Commission Chambers

CALL TO ORDER AND ROLL CALL

The meeting was called to order on the above date by Mayor Todd Drosky at 7:01 p.m., in the City Commission Chambers, City Hall, Deerfield Beach.

Present:

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

Also Present:

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

MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

Mayor Drosky recognized the demise of Claudette Colvin, Civil Rights Activist, and asked that everyone keep her in their thoughts and prayers. Thereafter, there was a moment of silence, followed by the Pledge of Allegiance.

APPROVAL OF CITY COMMISSION MINUTES

Regular City Commission Meeting Minutes - December 16, 2025

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

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

ACKNOWLEDGEMENT OF CITY BOARD MINUTES

Planning & Zoning Board Meeting Minutes - September 4, 2025
Code Compliance Meeting Minutes - November 12, 2025
Education Advisory Board Meeting Minutes - December 3, 2025
African American Heritage Board Meeting Minutes - December 11, 2025

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

January 20, 2026

MOTION was made by Commissioner Hudak, 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 Recognition presented to Aline Paterson, Ocean Rescue Lieutenant, for receiving the Florida Beach Patrol Chiefs Association Lifeguard of the Year Award.

Commissioner Hudak congratulated Ms. Paterson for her accomplishments.

Mike Brown, Ocean Rescue Chief, provided a brief overview of Ms. Paterson's tenure as a Deerfield Beach lifeguard.

PRESENTATIONS

2. Presentation regarding the 2025 Vision Zero Report.

Eric Power, Deputy City Manager, explained that as a Vision Zero Community, the City developed an action plan requiring an annual status report be presented to the Commission. Thereafter, he briefly outlined the 2025 Vision Zero Status Report, which is available on the City's website.

In response to Commissioner Hudak's question, Mr. Power replied that while the City has been awarded over \$5 million in federal and state project funding in the past two years, the funds have not yet been received due to delays; nonetheless, city staff will continue to follow up.

In response to Commissioner Shanetzky's comment, Mr. Power briefly outlined the improvements that will be made to the Crystal Lake area.

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 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.**

The Resolution was read by title only.

Albert Capellini, 1193 W. Newport Center Drive, Deerfield Beach, representing the applicant, waived the quasi-judicial proceedings. Thereafter, he highlighted a brief PowerPoint presentation. Further, he said the applicant is seeking approval for a major site plan on a 1.32-acre site to construct additions to the existing Parish Hall and Cathedral. Additionally, the applicant is proposing architectural improvements to the façade of the existing building with the inclusion of site improvements that will include new landscaping and parking improvements to reflect the 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. Thereafter, photographs of the existing and proposed building were displayed.

Commissioner Hudak spoke in support of the project, as it will improve the area.

In response to Commissioner Shanetzky's question, Mr. Capellini replied that the applicant may use a heating plate, but they are permitted to have a kitchen.

QUASI-JUDICIAL PUBLIC HEARINGS - CONTINUED

Alex Lukianov, President, Starosta & PC, stated that their emphasis is on culture and worship, and although they do not plan on being a food kitchen, they will provide other community offerings, i.e. concerts, performances, festivals, etc.

Mayor Drosky opened the public hearing.

Demetrius Givens, 1150 SW 7th Avenue, Deerfield Beach, spoke in support of the Item. Further, he urged Commissioner Shanetzky to reach out to him, as there are other churches within the community who are willing to provide a food kitchen.

Daniel Alvarez, 1932 SE 15th Avenue, Deerfield Beach, expressed concerns with the increase in traffic and asked that it be addressed.

Katy Freitag, 418 SE 2nd Street, Deerfield Beach, expressed concerns with the parking, as she does not believe it will be enough.

Mayor Drosky closed the public hearing.

Mr. Capellini stated that although the building is being expanded, the applicant exceeds the parking requirements. Further, the installation of a speed bump would be at the discretion of the City, should the community request it.

MOTION was made by Commissioner Hudak, seconded by Vice Mayor Preston, to approve Item 3, adopted Resolution 2026/003. Roll Call:

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

PUBLIC HEARINGS - SECOND READING

4. **P.H. 2026-016: ORDINANCE 2026/001 - 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.**

The Ordinance was read by title only.

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

In response to Commissioner Shanetzky's question, Rodney Brimlow, City Manager, replied that this is not a paid parking area, but one with safety concerns, so parking will be prohibited and violation will result in either a warning or citation.

MOTION was made by Commissioner Hudak, seconded by Vice Mayor Preston, to approve Item 4, adopted Ordinance 2026/001. Roll Call:

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

PUBLIC COMMENT

Linda Ruise, 425 NW 1st Terrace, Deerfield Beach, said she received a trespassing warning and asked for clarification on why she can no longer enter the Braithwaite Center.

PUBLIC COMMENT - CONTINUED

Caryl Berner, 3130 Cambridge F, Deerfield Beach, commented on an inaccurate article that had circulated and clarified that Century Village pays off-duty police personnel to police the Village. Thereafter, she commented on the colors of City Hall.

Katy Freitag, 418 SE 2nd Street, Deerfield Beach, commended city staff for the MLK events. Further, if the City is not receiving federal and state funding, will the City find other funding for projects.

John Slattery, 1455 SE 5th Place, Deerfield Beach, commented on the railroad tracks along Dixie Highway that are in need of repair, specifically at SW 10th Street and Hillsboro Boulevard.

Jackie Campbell, 405 SE 8th Avenue, Deerfield Beach, said residents are still awaiting a response concerning the flood issues on SE 8th Avenue.

Kelly Fay, 607 SE 7th Avenue, Deerfield Beach, expressed concerns with the lack of a response from the City regarding the flood issues SE 8th Avenue.

Sandra Jackson, 386 SW 35th Avenue, Deerfield Beach, said she was unable to attend the MLK parade; nonetheless, she received phone calls regarding the lack of advertisement for the parade.

Paula Cook, 62 Centennial Court, Deerfield Beach, asked for clarification on Vision Zero.

Gloria Battle, 1240 SW 6th Way, Deerfield Beach, asked for an update on the snipe sign ordinance, as she has seen an uptick in District 2. Further, she commented on the speed zone signage, and expressed concerns with the grass clippings being blown into the drainage system.

Dan Herz, 330 SE 19th Avenue, Deerfield Beach, commented on the flooding event that occurred in 2025, the clocktower flag not being lowered on 9/11, and the targeting of residents.

Demetrius Givens, 1150 SW 7th Avenue, Deerfield Beach, commented on the importance of unity.

Jumorrow Poitier, 219 SW 4th Street, Deerfield Beach, suggested that once a month a community event be held for the entire city.

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

5. Resolution 2026/004 - 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.
6. Resolution 2026/005 - 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.
7. Resolution 2026/006 - 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.

Mayor Drosky opened the public hearing on Items 5 - 7; however, there was none to speak and the public hearing was closed.

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS - CONTINUED

There was no discussion amongst the Commission.

MOTION was made by Commissioner Hudak, seconded by Commissioner Plaut, to approve Items 5 - 7 in concert. Roll Call:

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

DEPARTMENTAL BUSINESS

- 8. Resolution 2026/007 - 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.**

The Resolution was read by title only.

Steve Bieranowski, Service Line Warranties of America, highlighted a PowerPoint presentation, outlining the service line warranty program.

Commissioner Plaut spoke in support of the Item. Thereafter, he provided a brief overview of his experience with the service line warranty program.

Mayor Drosky opened the public hearing.

Dan Herz, 330 SE 19th Avenue, Deerfield Beach, said the City receives a 10% commission. Thereafter, he expressed concerns with the program not being put out to bid.

Gloria Battle, 1240 SW 6th Way, Deerfield Beach, spoke in support of the program.

Stephanie Correa, 164 Westbury J, Deerfield Beach, expressed concerns with the offerings being sent to Century Village, as the offerings do not apply to village residents.

Gina Johnston, 500 SW Natura Avenue, Deerfield Beach, expressed concerns with her residents receiving the offerings, as they also do not apply to Natura residents; therefore, she suggested that the marketing literature be clarified.

Caryl Berner, 3130 Cambridge F, Deerfield Beach, expressed concerns with the program.

Mayor Drosky closed the public hearing.

MOTION was made by Commissioner Plaut, seconded by Commissioner Hudak, to approve Item 8, adopted Resolution 2026/007. Roll Call:

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

9. Discussion and potential action regarding public safety services.

Mayor Drosky briefly outlined the procedures.

Vice Mayor Preston disclosed that his son is employed by the Broward Sheriff's Office (BSO), as outlined in the literature that's been mailed out. Further, he stated that he sought the opinion of the City Attorney, who advised that there is no conflict of interest, as his vote would not directly affect his son.

In response to Vice Mayor Preston's questions, Rodney Brimlow, City Manager, replied that according to the CFO's findings, bringing services in-house should not affect the millage rate. Further, there will not be

DEPARTMENTAL BUSINESS - CONTINUED

an interruption in any other services.

Commissioner Shanetzky stated that bringing public safety services in-house would be a significant undertaking, likely represent the largest portion of the City's budget, and require substantial staff time and resources. Further, he said this process requires an extensive amount of planning and should not be rushed.

Mayor Drosky opened the public hearing.

Charles Whatley, no address provided, spoke in support of bringing law enforcement and fire rescue services in-house.

Matthew Castillo, 115 SE 14th Street, Deerfield Beach, commented on the public safety survey that was conducted by the City of Deerfield Beach, as well as the public safety workshops. Thereafter, he asked that the City be more transparent and communicative with the community.

Major Christopher DiGiovanni, 2601 W. Broward Blvd., Fort Lauderdale, expressed concerns with the data that was gathered in order to perform the study. Thereafter, he reiterated the Sheriff's offer of the two-year contract and funding an additional study.

Tiffany Baker, no address provided, commented on the feasibility study. Thereafter, she commented on the interactions she's had with the BSO and asked that the Commission reconsider the Sheriff's offer.

Parker Edwards, 1272 S. Military Trail, Deerfield Beach, expressed concerns with the feasibility study and the creation of two new departments when property taxes may be eliminated.

Gina Johnston, 500 SW Natura Avenue, Deerfield Beach, commented on the public safety workshops, and expressed concerns with current services not being provided to residents should law enforcement and fire be brought in-house. Thereafter, she spoke in support of continuing services with the BSO.

Mel Nass, 3081 Oakridge U, Deerfield Beach, spoke in support of the two-year agreement to allow time for a more comprehensive study. Once the study is completed, any necessary changes can be made at that time.

Tricia Simon, 865 NE 5th Street, Deerfield Beach, commented on her tenure as a resident, her interactions with the BSO, the importance of having experienced public safety personnel, and the challenges she has faced recruiting candidates for administrative positions.

Jim Simon, 865 NE 5th Street, Deerfield Beach, expressed concerns with the dilapidated public safety facilities. Further, he said there are responsible personnel currently aiding the City, and should that change, the residents will be affected the most.

Donna Capobianco, 2157 Cambridge G, Deerfield Beach, spoke in support of the two-year contract to allow for an additional study. If changes are needed upon the completion of the study, they can be made at that time in a thoughtful and rational manner.

Joe Miller, 248 SE 18th Avenue, Deerfield Beach, said the startup costs are unknown; therefore, he spoke in support of the two-year contract to allow an additional study. Thereafter, he commented on the hiring challenges he's experienced as a business owner.

Chad Brocato, 8211 Canopy Terrace, Parkland, expressed concerns with the feasibility study, especially the staffing recommendation. Thereafter, he commented on the shortages for fire personnel, and agreed with the two-year contract offered by the Sheriff.

Bernie Parness, 3074 Harwood F, Deerfield Beach, commented on the backup material and expressed concerns with the two-year contract, as the Sheriff can terminate again. Thereafter, he spoke in support of bringing law enforcement and fire rescue services in-house, so the City has more control.

DEPARTMENTAL BUSINESS - CONTINUED

Gloria Battle, 1240 SW 6th Way, Deerfield Beach, said she stands by her remarks at the last meeting. Thereafter, she expressed dissatisfaction with the BSO and commented on the many conversations she's had with residents, who agree that services need to be brought in-house. Lastly, she would never agree to or sign a contract that does not specify caps.

Sandra Jackson, 386 SW 35th Avenue, Deerfield Beach, said she wants the best for the community and hopes that decisions are not influenced by a perceived lack of support from certain individuals. Thereafter, she commented on retaliation and spoke in support of continuing services with the BSO.

Pastor Ron Harper, 432 SW 10th Court, Deerfield Beach, commented on his interactions with the BSO, as well as the services they provide. Thereafter, he spoke in support of the two-year contract.

April Bolowich, 899 NE 4th Street, Deerfield Beach, commented on the various services the BSO provides, as well as her interactions with them. Thereafter, she spoke in support of the two-year contract.

Caryl Berner, 3130 Cambridge F, Deerfield Beach, said the City wants to save money, but already blew \$72,000.

Jumorrow Poitier, 219 SW 4th Street, Deerfield Beach, commented on her family's tenure in the City, as well as the previous city-run police department, which are not good memories. Thereafter, she asked that whatever decision is made, that it be made with transparency, integrity, and character. Lastly, she commented on training, and hopes that if services are brought in-house that the proper training be provided.

Demetrius Givens, 1150 SW 7th Avenue, Deerfield Beach, said no matter the decision, the community must stick together.

Terry Scott, 180 SW 3rd Avenue, Deerfield Beach, said whatever decision is made should be from the heart. Further, he said this city had their own departments and it can be done again; nonetheless, the BSO will still have obligations to the City, as we pay taxes to the County.

Dan Herz, 330 SE 19th Avenue, Deerfield Beach, commented on previous statements made by Commissioner Hudak. Further, he expressed concerns with the lack of agenda backup and questioned how the increased costs for public safety would be funded. Thereafter, he commented on the feasibility study and an e-mail he sent to the City Manager.

Commissioner Hudak temporarily left the meeting at 9:13 p.m. and returned at 9:14 p.m.

Matt Pellitteri, 849 NE 4th Street, Deerfield Beach, commented on the previous transitions, as well as the feasibility study. Further, he said prior to bringing services in-house, the facilities must be investigated. Thereafter, he recommended that the City accept the Sheriff's offer.

Mae Francis Fagan, 3500 SW Natura Blvd., Deerfield Beach, commented on her tenure in the City. Thereafter, she commented on her interactions with the BSO and spoke in support of continuing services.

Jane Schafrann, 48 NE 19th Terrace, Deerfield Beach, spoke in support of continuing services with the BSO. Thereafter, she commented on the Sheriff's article in the Sun Sentinel.

Joe Chancy, 4250 NE 4th Avenue, Deerfield Beach, stated that although he does not have issues with the BSO, he believes more can be done in his area. Further, he expressed uncertainty as to whether bringing services in-house would be an improvement, but trusts in the Commission to make the right decision.

Thomas Noland, 406 SE 8th Avenue, Deerfield Beach, said the uncertainty surrounding the transition is what concerns the community, as no one on staff has experience with such a transition. Thereafter, he commented on other cities that operate in-house services, the services the BSO provides, and stated that the City currently has more control under the BSO arrangement than it would if services were brought in-house.

DEPARTMENTAL BUSINESS - CONTINUED

Dean Kallan, 3250 SW 2nd Court, Deerfield Beach, said this decision is not about the men and women who serve, but rather what is best for Deerfield Beach. Thereafter, he commented on his efforts as a business owner, whereby, bringing services in-house cost more upfront, but in the long run paid off. Further, this decision is not about feelings and personalities, but facts and what needs to be done for this community.

Bob DiChristopher, 517 NE 6th Avenue, Deerfield Beach, spoke in support of the two-year contract, so a transition study can be conducted.

Reverend Timothy Shellman, 298 NW 3rd Avenue, Deerfield Beach, commented on his daughter's experience as a police explorer. Thereafter, he spoke in support of continuing services with the BSO.

Joe Cummings, 267 Oakridge P, Deerfield Beach, commented on governance benchmarks, as well as the increases the Sheriff's command staff will receive. Thereafter, he commented on Jupiter's transition.

Peggy Noland, 325 SE 3rd Terrace, Deerfield Beach, spoke in support of the two-year contract, so a more thorough study can be conducted.

Scott Blanco, 801 SE 11th Avenue, Deerfield Beach, commented on the feasibility study. Thereafter, he stated that the Town of Jupiter is having issues staffing their new fire department. Further, he spoke in support of the two-year contract and the additional study.

Josh Conver, 3159 Deer Creek Lake Shore Drive, Deerfield Beach, commented on the feasibility study, previous transitions, inflation, non-working fire hydrants, and fire station maintenance.

Katy Freitag, 418 SE 2nd Street, Deerfield Beach, said the City Manager has thoroughly reviewed the contracts, as he's done in years' past. Further, the two-year contract may be an opportunity for the City to receive all the facts and figures, but reiterated that the details outlined in the contracts must be thoroughly reviewed. Thereafter, she commented on the BSO invoices, specifically the cost for overtime.

John Slattery, 1455 SE 5th Place, Deerfield Beach, spoke in support of the two-year contract. Thereafter, he commented on the infrastructure, fire hydrants, and current public safety personnel.

Kelly Fay, 607 SE 7th Avenue, Deerfield Beach, said she currently pays \$12,000 a year in taxes and expressed frustration with taxpayers having to fund this transition. Thereafter, she spoke in support of the two-year contract.

Jonathan Ounjian, 1938 NE 6th Street, Deerfield Beach, commented on issues he's had with the BSO and said bringing services in-house may offer better accountability. Further, he expressed confusion with the two-year contract extension, as we are currently in a two-year transition period, so signing an additional two-year extension would effectively extend the timeline. He stated that while he supports fair pay for all, he believes the BSO may be too top-heavy. Lastly, having local control over services would be beneficial.

Mayor Drosky closed the public hearing.

Commissioner Hudak stated that he appreciates the public feedback he has received. Further, after reviewing the January 6th commission meeting, it was clear that no subject matter expert can reliably predict the future costs of public safety. He stated that the City's consultant, with more than 30 years of experience, projected 20-year savings estimates ranging from \$923 million to \$400 million, a significant variance. The Sheriff, despite extensive experience and financial resources, was unable to confidently commit to honoring a fixed two-year contract due to the uncertainty of future costs. The uncertainty in future costs is largely due to the fact that nearly 90% of public safety expenses are labor-related and rising rapidly. Commissioner Hudak stated that the purpose of a contract is to provide mutual certainty regarding staffing, assets, and financial obligations; whereby, entering into an agreement that may not be honored undermines the purpose of such an agreement. Thereafter, he commented on the Sheriff's previous comments regarding staffing and retention challenges, which further support the need for Deerfield Beach to consider bringing services in-house to gain direct control over pay, benefits, and working conditions, rather than remaining part of a regional compensation structure serving multiple jurisdictions and county facilities. Commissioner Hudak briefly outlined the rationale for contracting law enforcement services with the BSO in 1990. Thereafter, he

DEPARTMENTAL BUSINESS - CONTINUED

commented on the success of Deerfield Beach's Ocean Rescue Department, and stated that the City can operate elite public safety services through strong leadership, professional staffing, and consistent support.

Vice Mayor Preston temporarily left the meeting at 10:03 p.m. and returned at 10:05 p.m.

Continuing, Commissioner Hudak explained that the majority of Broward County residents are serviced by municipal police and fire departments rather than the BSO and outlined examples of cities that effectively manage their own services while maintaining cooperative relationships with the BSO for specialized regional resources. Thereafter, various graphs were displayed. Commissioner Hudak stated that Deerfield Beach does not have the option to contract separately for law enforcement and fire rescue and must either contract both services to the BSO or operate both in-house. Further, he expressed concerns with recent BSO labor studies, which reflected potential double-digit cost increases, equating to millions of dollars in additional expenses for the City. He stated that, even under contract, the City would still be subject to rising costs over which it would have little control. He explained that cities operating their own public safety departments have the ability to structure compensation, benefits, and staffing in ways that align with their priorities and financial planning. Lastly, Commissioner Hudak stated that, given the size, capacity, and leadership, Deerfield Beach is positioned to responsibly establish its own law enforcement and fire rescue departments; this will allow the City to manage long-term financial planning, ensure accountability, and maintain public safety through direct local oversight rather than continuing to accept unpredictable cost increases.

Commissioner Shanetzky said he has the utmost respect for the City Manager and the Director of Public Safety for thinking big and thanked them for their efforts; however, the City needs sufficient time to review and assess as much information as possible, as this decision directly affects the residents of Deerfield Beach, as well as those who work, drive, and shop in the community. He stated that the public has a right to fully evaluate the available information and explained that the feasibility study did not address all of the necessary considerations. Thereafter, he commented on his father's service in World War II and the October 2025 flood event, which he believes highlighted shortcomings in emergency preparedness and response. Further, he expressed concerns with staff being overextended, the dilapidated public safety infrastructure, and questioned whether the City currently has the capacity to undertake such a significant new responsibility. Commissioner Shanetzky stated that Deerfield Beach is not well positioned at this time to assume this undertaking. Thereafter, he commented on the SW 10th Street Project, discussions he has had with fire rescue personnel, and the potential impacts from the elimination of property taxes. Lastly, Commissioner Shanetzky stated that his main priority is ensuring the safety of Deerfield Beach, and at this time he does not feel confident bringing services in-house.

Commissioner Plaut stated that, as an elected official, he serves the interests of all residents, not just those in District 4. As the Commission prepares to vote after six months of meetings and discussion, he expressed disappointment with the nature of the public discourse, as he believes it has been one-sided, which has made many residents feel hesitant or intimidated about speaking publicly at meetings or online. He stated that many residents, community leaders, and individuals he has encountered at events have expressed concerns that the current path forward could lead to financial uncertainty and reduced local control over public safety. He referenced the concept of the "silent majority," stating his belief that many residents want change and understand that the City currently does not control the hiring, staffing, or supervision of the personnel who patrol their neighborhoods. Thereafter, he briefly commented on an interaction he had with the previous city-owned police department. He stated that leadership must act on the wishes of the broader community, even when decisions are difficult.

Continuing, Commissioner Plaut stated that county-level agencies are intended to provide specialized regional resources that no single city could independently afford, and that those services, i.e. aviation, SWAT, etc. are available to all municipalities regardless of whether they operate in-house departments. Thereafter, various graphs were displayed. He explained that Deerfield Beach is the tenth largest city in Broward County and that the larger cities operate their own public safety departments, with the exception of Pompano Beach who currently contract law enforcement services with the BSO. He stated that municipalities with in-house services have greater control over staffing and operations and disputed claims that an in-house department would rely solely on inexperienced personnel. He reiterated that a majority of Broward County residents are serviced by municipal police and fire departments. He stated that Deerfield

DEPARTMENTAL BUSINESS - CONTINUED

Beach is well positioned to make this transition, particularly given the existing transition period and the experience of the City Manager and Director of Public Safety. Furthermore, the City already owns its police and fire stations, vehicles, and equipment, which will require maintenance regardless of the service model. He also expressed disappointment that the BSO indicated it would only contract for both services together, which he believes complicates the City's options. Lastly, he said Deerfield Beach has an opportunity to chart a new course by establishing its own police and fire departments, which will allow for greater transparency and accountability. He urged the BSO to provide continued cooperation during the transition and encouraged his colleagues to move forward with confidence in the City's ability to manage its own public safety services.

Vice Mayor Preston thanked everyone who attended and shared their views. He advised his colleagues that the responsibility before this commission is to make the right decision for the residents of Deerfield Beach, not for historical reasons, but for what best serves the community today. He stated that it is not often that so many residents come forward at once to ask to be heard, and he emphasized the importance of truly listening, not only to the words spoken, but to the concerns and emotions behind them. He said the message he heard from many speakers was a plea to protect the City from harm. He explained that elected officials have a duty to listen to their constituents, even when agreement is not always possible, because that is what builds trust and credibility in government. If this commission makes the wrong decision, there will be consequences at the ballot box, as residents expect their leaders to act in their best interest. Further, he said he gives greater weight to those who take the time to attend meetings and speak, as they are actively engaged in the process, rather than the "silent majority."

Continuing, Vice Mayor Preston stated that there may be an appropriate time in the future to seriously consider bringing police and fire services in-house, but questioned whether the City is currently in the best position to undertake such a significant responsibility. Thereafter, he commented on purchasing a home, and stated that while ownership may be desirable, timing and financial readiness are critical. Vice Mayor Preston stated that establishing in-house public safety departments would be a major undertaking and clarified that the City does not own all of the equipment currently used, which would represent a substantial additional cost. He reminded the Commission that he was the one who requested the feasibility study in order to evaluate the numbers objectively and asked that emotions be set aside in favor of careful analysis. He explained that at the January 6th commission meeting, it was decided to delay the vote due to a lack of information; therefore, he asked if sufficient new information has since been provided to eliminate those concerns. He stated that the Commission's primary obligation is to determine what is best for the residents at this time; therefore, he spoke in support of approving the two-year contract extension as it provides the safest and most fiscally responsible path forward and allows the City additional time to gather information, stabilize costs, and make a well-informed decision without placing residents at financial risk.

Thereafter, Vice Mayor Preston made a motion, seconded by Commissioner Shanetzky, to accept the BSO two-year extension.

Prior to the vote, Mayor Drosky spoke.

Mayor Drosky thanked residents for attending and for reaching out to him throughout the process, whereas, this discussion has been ongoing for nearly ten months. Although there are strong and differing opinions surrounding the issue, he stated that the decision before the Commission is whether to remain in a BSO contract structure that exposes the City to long-term, escalating costs it cannot control, or to pursue local control as a more sustainable path forward. He explained that under the BSO model, the City has limited authority over staffing, compensation, benefits, and operational decisions, while still bearing the full financial impact of cost increases. A municipal model would require careful planning and initial investment, but would provide direct accountability, local control, and the ability to manage costs responsibly over time while maintaining or enhancing service levels. He stated that this is not a decision for change for its own sake, but rather about whether Deerfield Beach should govern its own future or remain subject to an external cost structure. Mayor Drosky said his decision is based on facts rather than emotion or politics. Thereafter, he commented on the time he's spent reviewing information on his own and with various individuals and entities, and after considering all perspectives, he is focused on what is in the best interest of the City's 87,000 residents.

DEPARTMENTAL BUSINESS - CONTINUED

Continuing, Mayor Drosky explained that Deerfield Beach previously operated its own police and fire departments before transitioning law enforcement to the BSO in 1990 and fire rescue in 2011, largely due to cost concerns at the time. Since that time, the City has grown substantially and is now the 10th largest city in Broward County and among the largest in the State, making its needs different from those of smaller municipalities that rely on the BSO model. He commented on the structural limitations within Florida's system that affect how sheriff's offices are funded, stating that costs are passed through to contracting municipalities, which he believes contributes to escalating expenses. Mayor Drosky explained that the feasibility study confirmed that establishing in-house departments is achievable and supported by extensive documentation and a detailed transition plan that he has reviewed in depth. He expressed confidence that public safety would not be compromised during such a transition and rejected the notion that service levels would decline, stating that regional assets and mutual aid would remain available.

Moreover, Mayor Drosky commented on his discussions with other municipalities, including Jupiter, who is currently transitioning on time, under budget by \$21 million, and experiencing no issues with recruiting. He stated that Deerfield Beach has the leadership, staffing, and community support necessary to undertake this effort. Additionally, Deerfield Beach has the support and guidance of its sister cities. Lastly, Mayor Drosky stated that Deerfield Beach is well positioned to establish its own police and fire departments that will reflect the City's values and priorities. He encouraged the Commission to act in the best interest of the residents by moving forward with local control of public safety services and stated that the City is capable of meeting the challenges ahead.

MOTION was made by Vice Mayor Preston, seconded by Commissioner Shanetzky, to approve a two-year contract with the BSO. Roll Call:

Yeas: 2 - Commissioner Shanetzky & Vice Mayor Preston
Nays: 3 - Commissioner Hudak, Commissioner Plaut, and Mayor Drosky

The motion failed by 2-3 vote.

MOTION was made by Commissioner Hudak, seconded by Commissioner Plaut, to begin the process of establishing the City of Deerfield Beach police and fire. Roll Call:

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

COMMENTS BY ADMINISTRATION & LEGAL

CITY ATTORNEY - *None.*

CITY MANAGER - *None.*

COMMENTS BY MAYOR & CITY COMMISSION

COMMISSIONER HUDAK

DISTRICT 1

MLK Events - Commissioner Hudak briefly commented on the events. Thereafter, he thanked everyone involved.

COMMISSIONER SHANETZKY

DISTRICT 3

Century Village - Commissioner Shanetzky said a free CPR class will take place at the West Community Center on January 26th. Thereafter, he commented on the Century Village election.

Crystal Lake - Commissioner Shanetzky said improvements are being made to the sidewalks and traffic calming devices are being installed.

Meadows at Crystal Lake - Commissioner Shanetzky commented on the Health Fair.

COMMENTS BY MAYOR & CITY COMMISSION - CONTINUED

Public Safety Services - Commissioner Shanetzky said as the City moves forward, he wants to do what is best for his constituents; therefore, he will ensure in-house public safety services are successful.

COMMISSIONER PLAUT

DISTRICT 4

MLK Events - Commissioner Plaut briefly commented on the events, which he thoroughly enjoyed and was grateful to be a part of.

VICE MAYOR PRESTON

DISTRICT 2

MLK Events - Vice Mayor Preston thanked everyone who participated. Further, he asked that events be marketed throughout the City and requested that multiple announcements be made prior to the keynote speaker taking the stage.

BSO Patrolling - Vice Mayor Preston said regardless of the comments that have been made, patrolling does occur in District 2.

Packer Rattlers - Vice Mayor Preston said the banquet was a huge success. Thereafter, he commented on the importance of getting the youth involved.

Public Safety Services - Vice Mayor Preston stated that although he does not agree with the outcome and was on the opposing side, he believes this commission made its decision based on what is best for the City. Further, he will do everything he can to ensure the success of in-house services, as their success is critical to the City's well-being.

MAYOR DROSKY

Thank You - Mayor Drosky thanked everyone for coming out and for expressing their opinions.

ADJOURNMENT

There was no additional business to discuss.

MOTION was made by Vice Mayor Preston, seconded by Commissioner Hudak, to adjourn the meeting at 11:18 p.m. Voice Vote:

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

Nays: 0

CITY OF DEERFIELD BEACH

TODD DROSKY, MAYOR

Heather Montemayor, CMC, City Clerk

**Education Advisory Board (EAB)
Meeting Minutes**

Wednesday, January 7, 2026

5:30 pm

Hillsboro Community Center

Call to Order and Roll Call

Chair Lubin called the meeting to order at 5:41 pm.

Members Present: Chair Michael Lubin, District 1
 Dotty Plaut, Mayor
 Janice Fulmore - Tigner, District 2
 Barbara Gerson, District 3
 Kathy Sklare, District 4

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 December 3, 2025, meeting minutes. The MOTION was carried unanimously.

Introductions

The new board members, existing board, and staff introduced themselves.

Presentation

Captain Adam Hofstein, Broward Sheriff's Office

Captain Hofstein discussed the following.

- Violent crime is down in the City of Deerfield Beach
- Traffic accidents are down
- Domestic Battery issues are up
- 3 – Full-Time School Resource Deputies
- Tedder Elementary had an issue with someone jumping the fence and getting on campus
- Jimetta Williams, BSO, School Resource Officer, was selected by the African American Heritage Board to be the Grand Marshal for the MLK Day Parade.

Chair Lubin opened the floor for public comments.
No comments from the public.

Chair Lubin opened the floor for board comments.

Ms. Fulmore – Tigner asked Captain Hofstein where they go if they lost their school zone citation.

Captain Hofstein advised they should contact the city's Public Safety Office.

Board Discussion

A. EAB Housekeeping

Mr. Salas discussed the EAB Rules and Regulations, see attached.

- Mr. Salas advised the board that they should be in communication with their Commissioner who appointed them to the board.
- He advised the board to also be in constant communication with local schools as the EAB representative.

B. School Assignments

Mr. Salas asked if they would like to keep their school assignments now or change schools since we have new board members.

Board members' school assignments are below.

Chair Lubin – Deerfield Beach Elementary and Deerfield Beach Middle School
Dotty Plaut – Quiet Waters Elementary
Janice Fulmore – Tigner – Deerfield Park Elementary and Deerfield Beach High
Barbara Gerson – Park Ridge Elementary
Kathy Sklare – Tedder Elementary

C. Juneteenth Poster Contest Updates

Mr. Salas informed the board that the African American Heritage Board agreed to have a poster contest, and the winner of the contest will be the shirt for the 2026 Juneteenth Event.

D. High School Academic Scholarship Updates

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

School Scholarship Academic Award Winners will be presented at the City Commission Meeting on April 21, 2026, at 7:00 pm.

E. Martin Luther King Jr. Events Updates

Mr. Salas advised that the city will have a District 2 Clean-Up Event on Saturday, January 17, 2026, at 9:00 am. He also advised the board that the EAB Banner for the parade was purchased. Ms. Wyatt will email the board the MLK Parade details.

F. Teacher of the Year and Non-Instructional Faculty of the Year Updates

Mr. Salas advised that the Teacher and Non-Instructional Faculty of the Year will be presented at the City Commission Meeting on April 21, 2026, at 7:00 pm.

G. Teacher Incentive Program

Mr. Salas asked the board to explore some ideas to incentivize our teachers.

Staff Updates

Mr. Salas advised the board that the Pepitone Family donated 50 bikes for students in the community. AARP Tax Aide will be conducting free tax preparation in our community at Tigner Community Center. He will share the flyer and details once it gets approved.

Board Updates

Mr. Lubin informed the board that he looked into a technical college scholarship. He would like the board to consider a scholarship for technical colleges/schools.

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 advised that the SAC meeting needs more parental input. He is going to look into trying to get gift cards to increase attendance.

Deerfield Beach Middle - Chair Lubin attended the SAC meeting today, January 7. Their scores are higher than last year. Students will go to Equine Assisted Therapy tomorrow, Thursday, January 8.

Deerfield Beach High School – Ms. Fulmore – Tigner had a great meeting with the staff.

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

Comments from the Public

Joel Smith, a city resident, stated that he is negotiating with the Broward County School Board to use the Beach House Building at Deerfield Beach High School as a Community Wellness Center. Mr. Smith stated that he is trying to assist with infant mortality in the City of Deerfield Beach.

Adjournment

MOTION was made by Dotty Plaut and seconded by Barbara Gerson to adjourn the meeting at 7:21 pm. The motion was CARRIED unanimously.

Minutes approved 

Date 02-04-2026

**COMMUNITY APPEARANCE BOARD
MEETING MINUTES
CITY OF DEERFIELD BEACH, FLORIDA
January 14, 2026**

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

Roll Call:

Present: James Giasullo, Jr., Alternate
Jack Hugentugler
Janelle Richards, Vice Chair, Alternate
Joseph Cummings, Chair

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

Absent: Christina Fink, Alternate
Jason Leet
Scott Mulheron

MOMENT OF SILENCE/PLEDGE OF ALLEGIANCE

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

APPROVAL OF MINUTES OF PREVIOUS MEETING

Mr. Hugentugler made a motion, seconded by Mr. Giasullo to approve the November 25, 2025 meeting minutes. The motion CARRIED by unanimous vote.

NEW & DEFERRED ITEMS

**#7158 Little Havana
721 S Federal Highway
Minor Site Plan**

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

Jorge Alvarez, representing the applicant, explained that the proposed changes include the expansion and installation of a new walk-in cooler/freezer, which will improve restaurant operations.

In response to Chair Cummings' question, Mr. Alvarez replied that the expansion includes exterior components, so deliveries can be accepted at the rear of the building.

In response to Mr. Hugentugler's question, Mr. Alvarez replied that the shared parking with the adjacent property is permitted under an existing agreement.

In response to Chair Cummings' question, Emily Cortez, Planner I, replied that the plans were reviewed by the City's Urban Forester.

Mr. Hugentugler made a motion, seconded by Vice Chair Richards to approve Item #7158 as submitted. The motion CARRIED by unanimous vote.

**#7227 Island Estates
325 NE 20th Avenue
Minor Site Plan**

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

Tobi Aycock, representing the applicant, explained that the proposed changes include amending the previously approved site plan to lower the stone band on the building façade, which will reduce the overall amount of stone material used on the elevations. The reduction lowers the stone from approximately 7' to 5'9".

Thereafter, there was a brief discussion regarding the Cove Overlay District material requirements.

Vice Chair Richards made a motion, seconded by Mr. Giasullo to approve Item #7227 as submitted. The motion CARRIED by unanimous vote.

**#7215 Sample Plaza MSP
3750-3774 NE 3rd Avenue
Master Sign Plan**

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

Fuad A Shaibi, representing the applicant, explained that the proposed changes include a master sign plan, which will provide a uniform appearance for the plaza.

Thereafter, there was a discussion regarding the sign colors, fonts, illumination, compliance with city code and potential future improvements paint the building.

In response to Mr. Shaibi's questions, Emily Cortez, Planner I, replied that signage is limited to a maximum of two colors on channel letter faces, and that trim caps and returns are not reviewed as part of the application process.

Mr. Shaibi stated that he would like to go with black and white signage as submitted.

Thereafter, there was a brief discussion regarding potential future improvements; however, those items were not part of the current application.

Mr. Hugnetugler made a motion, seconded by Mr. Giasullo to approve Item #7215 as submitted. The motion CARRIED by unanimous vote.

Comments by Deerfield Beach Assistant City Attorney

None.

Comments by Deerfield Beach Planning and Development Services Department

Next Meeting - Daniel Mantell, Planning and Zoning Manager, said the next meeting will be held on January 28, 2026.

Chair Cummings outlined recent administrative approvals, i.e. the Century Village wall along Hillsboro Boulevard and exterior improvements to City Hall. Thereafter, he commented on concerns that were raised regarding consistency with approved plans, buffering impacts, gateway aesthetics, and the use of administrative approvals in lieu of board review.

Vice Chair Richards commented on damaged signage along Military Trail. Thereafter, she requested the status of the Aldi's on Sample Road.

Mr. Mantell stated that staff will investigate these comments and concerns and follow up at a later date.

Planning staff provided an update on the recent building department process improvements, which include the transition to digital plan submittals and permitting software enhancements.

Mr. Hugentugler made a motion, seconded by Vice Chair Richards to adjourn the meeting at 7:30 p.m. The motion CARRIED by unanimous vote.

Joseph Cummings, Chair
Community Appearance Board



Regular City Commission Meeting - February 17, 2026

DEERFIELD BEACH - YOU ARE HEREBY NOTIFIED that the **Regular City Commission** meeting will be held on **Tuesday, February 17, 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 February 17, 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 February 17, 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,** which now requires participants to authenticate before joining meetings. Please follow the steps below to ensure you can access the meeting without delay.

Before the Meeting

- Ensure you have a Zoom account. **You can sign up for free.**
- Download or update the Zoom application at www.zoom.us if you do not already have it.

Joining the Meeting

1. Click the Zoom meeting link provided below.
2. When prompted, **sign in to your Zoom account.**
3. If you are not already signed in, Zoom will redirect you to log in.
4. After signing in, you will automatically be admitted to the meeting.

- a. Via Zoom Online** - Access to the meeting will begin at 6:45 PM on February 17, 2026.

- i.** Use the following link below to access the meeting via Zoom:
<https://deerfield-beach.zoom.us/j/87297660933?pwd=fld17YteO8q60IURdrFfprbtoMsslM.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: 872 9766 0933#, Participant ID: #, Passcode: 885755#

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 February 17, 2026, and can be found by clicking the camera icon in the Media column at <http://www.deerfieldbeach.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. 2026-44

Agenda Date: 2/17/2026

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 and authorizing execution of a service agreement and addendum with ClearGov, Inc., to provide a budget software subscription platform for a five-year period in a total aggregate amount not to exceed \$480,715.87; providing for implementation and an effective date. (Funds from Account #100-100-130-1301-000-51300-503004 - Software Maintenance)

Recommended Action

Commission to Vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: Total aggregate cost for 5-year agreement including setup and annual subscriptions:
\$480,715.87

Account Name: Software Maintenance

Account Number: 100-100-130-1301-000-51300-503004

Background/History

The City entered into a three-year agreement with OpenGov, Inc. for Budgeting and Planning software that supports operating and capital budget development, as well as online budget publication. The software is used by all City departments and is integral to City operations. The current agreement expires on September 30, 2026.

Section 38-116(3)(c)(3) of the City's Procurement Code states that the City may acquire or contract for licensed computer software, web-based applications, or maintenance for such software and applications without utilizing the sealed competitive method or written quotations method. Acquisitions for licensed computer software, web-based applications, or maintenance for such software and applications where the expenditure is estimated to be \$100,000.00 or greater and is not part of an existing software or web-based application system, shall be subject to approval by the City Commission. This form of direct acquisition does not apply to commercial off the shelf software that is available for purchase from multiple vendors.

Current Activity

Due to ongoing issues with the current provider (OpenGov), including an inefficient Budget Book platform, increased cost, and a manual capital improvement program (CIP) process, the City is requesting approval of a new budget and planning software agreement with ClearGov, Inc.

Transitioning to ClearGov's software will provide a more reliable platform, enhanced functionality, improved user experience, and cost savings. Staff evaluated and determined the proposed

agreement to be in the City's best interest based on system stability, enhancement in public input, functionality, vendor performance, and cost savings.

The transition to ClearGov is expected to achieve the following benefits:

- **Up-to-date chart of accounts (COA):** Alignment with the City's current ERP chart of accounts at no additional cost throughout the contract term.
- **Accessible and efficient budget book:** A web-based, accessible, and printable budget book that eliminates manual PDF conversion and ADA remediation, reducing GFOA compliance risk.
- **Streamlined CIP process:** A single capital module allowing departments to complete the entire CIP request in one location, eliminating the need for supplemental document uploads.
- **Reduced and stabilized costs:** Allowing approximately \$68,000 in annual subscription savings, while avoiding one-time fees for COA and report rebuilds, resulting in lower ongoing costs and fewer future cost uncertainties.
- **Strategic planning capability:** A Strategic Planning module that aligns funding with strategic priorities and enables centralized progress reporting for leadership and the public.
- **Improve public engagement:** Increasing public input, accessibility, and data quality through digital tools, improved outreach, and inclusive strategies.

Recommendation

It is recommended that the City Commission approve a new sole-source software agreement with ClearGov, Inc. for subscription services including operating budgeting, personnel budgeting, capital budgeting, the digital budget book, and strategic planning.

RESOLUTION NO. 2026/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING AND AUTHORIZING EXECUTION OF A SERVICE AGREEMENT AND ADDENDUM WITH CLEARGOV, INC., TO PROVIDE A BUDGET SOFTWARE SUBSCRIPTION PLATFORM FOR A FIVE-YEAR PERIOD IN A TOTAL AGGREGATE AMOUNT NOT TO EXCEED \$480,715.87; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, the City of Deerfield Beach has an existing agreement with OpenGov, Inc. (“OpenGov”) for the provision of budgeting and planning software that supports operating and capital budget development, as well as online budget publication (the “Program”) utilized by all City departments; and

WHEREAS, the City’s existing agreement with OpenGov is for a three year term and the agreement expires on September 30, 2026; and

WHEREAS, in evaluating the current Program and interaction with the current provider, it was determined that the City desires to obtain a new budget and software program; and

WHEREAS, City staff has reviewed the budget planning, building and reporting solutions software platform (the “Subscription Services”) offered by ClearGov, Inc. (“ClearGov”) and has determined that the Subscription Services will provide enhanced functionality, improve the user experience, and provide the City with overall cost savings; and

WHEREAS, the Subscription Services include operating budgeting, personnel budgeting, capital budgeting, the digital budgeting book, and strategic planning; and

WHEREAS, Section 38-116(3)(c)(3) of the City’s Code authorizes the City to acquire or contract for licensed software and web-based applications, which are not part of an existing software or web-based application system without utilizing the sealed competitive method or written quotations method, and an expenditure for such acquisition of such software or web-based application greater than \$100,000 requires City Commission approval; and

WHEREAS, City staff recommends that the City Commission approve and authorize execution of the Service Agreement and Addendum with ClearGov, attached as Exhibit “1,” (collectively, the “Agreement”) for the Subscription Services for a five-year period in an aggregate amount not to exceed \$480,715.87, which includes an initial upfront setup cost and annual subscription amounts and a first year cost commencing on October 1, 2026 of \$82,135.00.

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

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

Section 2. The City Commission hereby approves the Agreement with ClearGov, attached as Exhibit “1”, for the Subscription Services for a five-year period in a total aggregate amount not to exceed \$480,715.87.

Section 3. The City Manager is hereby authorized to execute the Agreement with ClearGov, 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

Created By	Nathaniel Pecina
Contact Phone	512-507-5879
Contact Email	npecina@cleargov.com

Order Date	Jan 23, 2026
Order Valid If Signed By	Feb 28, 2026

Customer Information					
Customer	The City of Deerfield Beach, FL	Contact	Rodney Brimlow	Billing Contact	Tamara Baker
Address	150 NE 2nd Avenue	Title	City Manager	Title	Budget Manager
City, St, Zip	Deerfield Beach, FL 33441	Email	TBaker@deerfield-beach.com	Email	TBaker@deerfield-beach.com
Phone	954-480-4200			PO # (if any)	

The Services you will receive and the Fees for those Services are...		
Customer Annual Budgeted Expenditures - All Funds Total	\$338,000,000	
Setup Services	Tier / Rate	Service Fees
ClearGov Setup: Includes activation, onboarding, and training for ClearGov solutions	Tier 5A	\$ 47,250.00
ClearGov Setup: Bundle Discount - Discount for bundled solutions	Tier 5A	\$ (14,175.00)
Total ClearGov Setup Service Fee - Billed ONE TIME		\$ 33,075.00
Subscription Services	Tier / Rate	Service Fees
ClearGov Base Platform - Civic Edition	Tier 5A	\$ 4,950.00
ClearGov Operational Budgeting - Civic Edition	Tier 5A	\$ 25,800.00
ClearGov Personnel Budgeting - Civic Edition	Tier 5A	\$ 25,800.00
ClearGov Capital Budgeting - Civic Edition	Tier 5A	\$ 25,800.00
ClearGov Digital Budget Book - Civic Edition	Tier 5A	\$ 18,200.00
ClearGov Strategic Planning - Civic Edition	Tier 5A	\$ 18,200.00
Bundle Discount: Platform (50%)	Tier 5A	\$ (2,475.00)
Bundle Discount: Modules (30%)	Tier 5A	\$ (34,140.00)
Total ClearGov Subscription Service Fee - Billed ANNUALLY IN ADVANCE		\$ 82,135.00

ClearGov will provide your Services according to this schedule...			
Period	Start Date	End Date	Description
Setup	Apr 1, 2026	Apr 1, 2026	ClearGov Setup Services (DBB)
Pro-Rata	Apr 1, 2026	Sep 30, 2026	ClearGov Subscription Services (DBB)
Setup	Oct 1, 2026	Oct 1, 2026	ClearGov Setup Services (OB, PB, CB, SP)
5-Year Initial	Oct 1, 2026	Sep 30, 2031	ClearGov Subscription Services (OB, PB, CB, DBB, SP)

To be clear, you will be billed as follows...		
Billing Date(s)	Amount(s)	Notes
Apr 1, 2026	\$33,075.00	One-Time Setup Fee
Apr 1, 2026	\$11,575.00	6 Month Pro-Rata Subscription Fee (DBB)
Oct 1, 2026	\$82,135.00	Year 1 Annual Subscription Fee (OB, PB, CB, DBB, SP)
Oct 1, 2027	\$84,599.05	Year 2 Annual Subscription Fee (OB, PB, CB, DBB, SP)
Oct 1, 2028	\$87,137.02	Year 3 Annual Subscription Fee (OB, PB, CB, DBB, SP)
Oct 1, 2029	\$89,751.13	Year 4 Annual Subscription Fee (OB, PB, CB, DBB, SP)
Oct 1, 2030	\$92,443.67	Year 5 Annual Subscription Fee (OB, PB, CB, DBB, SP)
	\$480,715.87	Total Aggregate Cost

Additional subscription years and/or renewals will be billed annually in accordance with pricing and terms set forth herein.

Billing Terms & Conditions		
Valid Until	Feb 28, 2026	Pricing set forth herein is valid only if ClearGov Service Order is executed on or before this date.
Payment	Net 30	All invoices are due Net 30 days from the date of invoice.
Initial Period Rate Increase	3% per annum	During the Initial Service Period, the Annual Subscription Service Fee shall automatically increase by this amount. (Already included in the above pricing schedule).
Rate Increase	6% per annum	After the Initial Service Period, the Annual Subscription Service Fee shall automatically increase by this amount.

General Terms & Conditions

Customer Satisfaction Guarantee	During the first sixty (60) days of the Service, Customer shall have the option to terminate the Service, by providing written notice. In the event that Customer exercises this customer satisfaction guarantee option, such termination shall become effective immediately and Customer shall be eligible for a full refund of the applicable Service Fees.
Statement of Work	ClearGov and Customer mutually agree to the ClearGov Service activation and onboarding process set forth in the attached Statement of Work. Please note that ClearGov will not activate and/or implement services for any Customer with outstanding balance past due over 90 days for any previous subscription services.
Taxes	The Service Fees and Billing amounts set forth above in this ClearGov Service Order DO NOT include applicable taxes. In accordance with the laws of the applicable state, in the event that sales, use or other taxes apply to this transaction, ClearGov shall include such taxes on applicable invoices and Customer is solely responsible for such taxes, unless documentation is provided to ClearGov demonstrating Customer's exemption from such taxes.
Term & Termination	Subject to the termination rights and obligations set forth in the ClearGov BCM Service Agreement, this ClearGov Service Order commences upon the execution of the Service Order set forth herein and shall continue until the completion of the Service Period(s) for the Service(s) set forth herein. Each Service shall commence upon the Start Date set forth herein and shall continue until the completion of the applicable Service Period. To be clear, Customer shall have the option to Terminate this Service Order on an annual basis by providing notice at least sixty (60) days prior to the end of the then current Annual Term.
Auto-Renewal	After the Initial Period, the Service Period for any ClearGov Annual Subscription Services shall automatically renew for successive annual periods (each an "Annual Term"), unless either Party provides written notice of its desire not to renew at least sixty (60) days prior to the end of the then current Annual Term.
Appropriations	Customer shall have the option to terminate this ClearGov Service Order in advance of any annual renewal in the event that the applicable appropriating body does not appropriate funds for such upcoming renewal period.
Agreement	The signature below affirms your commitment to pay for the Service(s) ordered in accordance with the terms set forth in this ClearGov Service Order and also acknowledges that you have read and agree to the terms and conditions set forth in the attached BCM Service Agreement. This Service Order incorporates by reference the terms of such BCM Service Agreement. In event of any conflict between the terms set forth in this ClearGov Service Order and any terms or conditions set forth in the ClearGov BCM Service Agreement, the terms of this ClearGov Service Order shall prevail. In addition, this Agreement includes the Addendum attached hereto and incorporated by reference.

Customer	
Signature	
Name	Rodney Brimlow
Title	City Manager

ClearGov, Inc.	
Signature	
Name	Bryan A. Burdick
Title	President

Please e-mail signed Service Order to Orders@ClearGov.com or Fax to (774) 759-3045

Order Type (ClearGov Internal Use Only)			
Select Order Type for this Service Order	NL	If XS: Original Service Order Date	

Statement of Work

This Statement of Work outlines the roles and responsibilities by both ClearGov and Customer required for the activation and onboarding of the ClearGov Service. ClearGov will begin this onboarding process upon execution of this Service Order. All onboarding services and communications will be provided through remote methods - email, phone, and web conferencing.

ClearGov Responsibilities

- ClearGov will activate ClearGov Service subscription(s) as of the applicable Start Date(s). ClearGov will create the initial Admin User account, and the Customer Admin User will be responsible for creating additional User accounts.
- ClearGov will assign an Implementation Manager (IM) responsible for managing the activation and onboarding process. ClearGov IM will coordinate with other ClearGov resources, as necessary.
- ClearGov IM will provide a Kickoff Call scheduling link to the Customer's Primary Contact. Customer should schedule Kickoff Call within two weeks after the Service Order has been executed.
- If Customer is subscribing to any products that require data onboarding:
 - ClearGov IM will provide a Data Discovery Call scheduling link to the Customer's Primary Contact. Customer should schedule Data Discovery Call based on the availability of Customer's staff.
 - ClearGov will provide Customer with financial data requirements and instructions, based on the ClearGov Service subscription(s).
 - ClearGov will review financial data files and confirm that data is complete, or request additional information, if necessary. Once complete financial data files have been received, ClearGov will format the data, upload it to the ClearGov platform and complete an initial mapping of the data.
 - After initial mapping, ClearGov will schedule a Data Review call with a ClearGov Data Onboarding Consultant (DOC), who will present how the data was mapped, ask for feedback, and address open questions. Depending upon Customer feedback and the complexity of data mapping requests, there may be additional follow-up calls or emails required to complete the data onboarding process.
- ClearGov will inform Customer of all training, learning, and support options. ClearGov recommends all Users attend ClearGov Academy training sessions and/or read Support Center articles before using the ClearGov Service to ensure a quick ramp and success. As needed, ClearGov will design and deliver customized remote training and configuration workshops for Admins and one for End Users - via video conference - and these sessions will be recorded for future reference.
- ClearGov will make commercially reasonable efforts to complete the onboarding/activation process in a timely fashion, provided Customer submits financial data files and responds to review and approval requests by ClearGov in a similarly timely fashion. Any delay by Customer in meeting these deliverable requirements may result in a delayed data onboarding process. Any such delay shall not affect or change the Service Period(s) as set forth in the applicable Service Order, unless the parties mutually agree to change the Service Periods..

Customer Responsibilities

- Customer's Primary Contact will coordinate the necessary personnel to attend the Kickoff and Data Discovery Calls within two weeks after the Service Order has been executed. If Customer needs to change the date/time of either of these calls, the Primary Contact will notify the ClearGov IM at least one business day in advance.
- If Customer is subscribing to any products that require data onboarding:
 - Customer will provide a complete set of requested financial data files (revenue, expense, chart of accounts, etc.) to ClearGov in accordance with the requirements provided by ClearGov.
 - Customer's Primary Contact will coordinate the necessary personnel to attend the Data Discovery and Data Review calls. It is recommended that all stakeholders with input on how data should be mapped should attend. Based on these calls and any subsequent internal review, Customer shall provide a detailed list of data mapping requirements and requested changes to data mapping drafts in a timely manner, and Customer will approve the final data mapping, once completed to Customer's satisfaction.
- Customer will complete recommended on-demand training modules in advance of customized training & configuration workshops.
- Customer shall be solely responsible for importing and/or inputting applicable text narrative, custom graphics, performance metrics, capital requests, personnel data, and other such information for capital budget, personnel budget, budget books, projects, dashboards, etc.

This ClearGov BCM Service Agreement (the "**Agreement**") is made and entered into by and between ClearGov, Inc. ("**ClearGov**"), a Delaware corporation with its principal offices at 2 Mill & Main; Suite 630, Maynard, MA 01754 and **Customer** (as defined in the applicable ClearGov Service Order) (each a "**Party**" and collectively the "**Parties**"). This Agreement along with the ClearGov Service Order and the Addendum attached thereto governs the terms and conditions under which Customer may utilize the ClearGov Service as set forth herein and as specified in one or more applicable ClearGov Service Order(s) executed by Customer in connection herewith and incorporated herein (the "**ClearGov Service Order(s)**"). In event of any conflict between the terms set forth in this Agreement and any terms or conditions of any applicable ClearGov Service Order, the terms of the applicable ClearGov Service Order shall prevail.

WHEREAS ClearGov owns and operates the ClearGov Service, a Web-based SaaS solution that includes a variety of ClearGov App(s) and provides various features and functionality via such ClearGov App(s); and

WHEREAS Customer wishes to utilize the ClearGov Service in order to convey fiscal budget, key metrics and other information to the public as well as to leverage the functionality of such ClearGov App(s);

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ClearGov and Customer hereby agree as follows:

- 1) **Definitions.** Capitalized terms used in this Agreement, and not otherwise defined herein, shall have the following meanings:
 - 1.1) "**Account**" means an access point for the ClearGov Service that requires registration by the Customer.
 - 1.2) "**ClearGov API**" means an application programming interface that provides access to specified content and functionality within certain ClearGov Apps.
 - 1.3) "**ClearGov Apps**" means collectively all of the Web applications hosted by ClearGov and available via the ClearGov Service, including but not limited to the applications listed in any applicable ClearGov Service Order. All features, functionality, reports, etc. for each ClearGov App are included as material elements of the applicable ClearGov App. ClearGov may modify, combine, add or delete ClearGov Apps from the ClearGov Service from time to time at its sole discretion, provided that in the event that ClearGov terminates or deletes any ClearGov App to which Customer is actively subscribing, ClearGov shall provide a pro-rata refund for the applicable portion of the Subscription Service Fee for the remainder of the then current Service Period.
 - 1.4) "**ClearGov Data**" means any aggregated and normalized key metrics and benchmarking data collected by ClearGov for the delivery of the ClearGov Service.
 - 1.5) "**ClearGov Service**" means the complete set of ClearGov software and related materials including but not limited to the ClearGov Apps, ClearGov Data, ClearGov Web Site, the Documentation and the Software.
 - 1.6) "**ClearGov Web Site**" means the Web site owned and operated by ClearGov and made available at the following URL: <http://www.ClearGov.com> and/or any successor site(s).
 - 1.7) "**Customer PDF**" means one or more PDF files of Customer's digital documents created by Customer using the ClearGov Apps.
 - 1.8) "**Customer Data**" means any data provided to ClearGov by or on behalf of Customer or any data entered or uploaded into the ClearGov Service by or on behalf of Customer,

including Sensitive Data entered or provided by Customer. Customer Data specifically excludes ClearGov Data as well as any anonymized, customized, modified or derivative works related to the Customer Data.

- 1.9) "**Customer State**" means the state, commonwealth or territory in which the Customer is located.
- 1.10) "**Customer Web Site**" means any Web site owned and operated by Customer.
- 1.11) "**Documentation**" means any accompanying proprietary documentation made available to Customer by ClearGov for use with the ClearGov Service, including any documentation available online or otherwise.
- 1.12) "**Sensitive Data**" means any Customer Data that may reasonably be deemed sensitive and/or private in nature, including but not limited to personal wage garnishments, individual healthcare-related expenses, data protected by HIPAA, etc.
- 1.13) "**Software**" means the source code and/or other code which are material elements of the ClearGov Apps and ClearGov Service.

2) Service Usage & Licenses.

- 2.1) Account Password and Security. Customer shall protect its passwords and take full responsibility for Customer's own, as well as any third-party, use of the Customer Account(s). Customer is solely responsible for any and all activities that occur under such Customer Account(s), except for any activities performed by ClearGov as set forth herein. Customer agrees to notify ClearGov immediately upon learning of any unauthorized use of a Customer Account or any other breach of security. From time to time, ClearGov's support staff may log in to the Customer Account in order to maintain or improve service, including providing Customer assistance with technical or billing issues. Customer hereby acknowledges and consents to such access with prior notice to Customer regarding such access. ClearGov shall be liable for any and all activities it conducts regarding the Services to be provided.
- 2.2) ClearGov License. Subject to the terms and conditions of this Agreement and as specifically set forth in the applicable ClearGov Service Order(s), ClearGov grants Customer a limited, revocable, non-exclusive, non-transferable, non-distributable, worldwide license to utilize the ClearGov Service for the following functionality:
 - a) Content Delivery. Customer may integrate, link and publish applicable public-facing content from the applicable ClearGov Apps within one or more Customer Web Site(s);
 - b) Application Access. Customer may access the ClearGov Apps via Customer's Account to utilize the functionality provided within such ClearGov Apps; and
 - c) API Access. Customer may access the ClearGov API to distribute and display public-facing content from the ClearGov Apps within one or more Customer Web Site(s).

3) Term and Termination.

- 3.1) Term. The duration of this Agreement shall be defined in accordance with the Term set forth in all applicable Service Order(s). The Term shall commence upon the Start Date set forth in the first ClearGov Service Order executed between the Parties and shall continue in full force and effect until the termination or expiration of all applicable ClearGov Service Order(s) (the "**Term**").
- 3.2) Termination. This Agreement and/or any applicable ClearGov Service Order may be terminated prior to the expiration of the term as follows:
 - a) Either Party may terminate this Agreement if the other

Party fails to cure a material breach of the Agreement within fifteen (15) days after receipt of written notice thereof.

- b) Either Party may terminate this Agreement if the other Party is involved in insolvency proceedings, receivership, bankruptcy, or assignment for the benefit of creditors.
- c) During the first thirty (30) days of the Service, Customer shall have the option to terminate the Service, by providing written notice. In the event that Customer exercises this customer satisfaction guarantee option, such termination shall become effective immediately and Customer shall be eligible for a full refund of the applicable Service Fees.
- d) Customer shall have the option to Terminate the Service Order on an annual basis by providing notice at least sixty (60) days prior to the end of the then current Annual Term.

3.3) Obligations. Upon expiration or termination of this Agreement:

- a) Each Party shall promptly return to the other all of the Confidential Information of the other Party in its possession or control;
- b) Customer shall cease use of the ClearGov Service and shall remove all links from the Customer Web Site(s) to any content provided by the ClearGov Apps, provided that Customer may continue to provide access to any Customer PDF(s). Customer shall be solely responsible for hosting and delivering such Customer PDF(s) as well as any ongoing costs for doing so; and
- c) Any outstanding fees shall become immediately due and payable, and termination of this Agreement shall not relieve Customer from its obligation to pay to ClearGov any such fees, unless termination is for cause.

3.4) Survival. Sections 3.3, 3.4 and 4 through 8 inclusive shall survive any termination or expiration of this Agreement.

4) Fees and Billing.

- 4.1) Fees. Customer shall pay the Fees in accordance with the terms set forth in the applicable ClearGov Service Order.
- 4.2) Interest and Collections. Any and all payments shall be remitted in accordance with Chapter 218, Florida Statutes, "Local Government Prompt Payment Act".
- 4.3) Taxes. Customer is solely responsible for all applicable sales, use and other taxes and similar charges based on or arising from this Agreement or any ClearGov Service Order. In the event that Customer is exempt from sales tax, Customer will provide ClearGov with a tax-exempt certificate upon request.

5) Intellectual Property.

- 5.1) General. Both Parties may only use the other Party's intellectual property as expressly set forth herein. Nothing in this Agreement shall be construed in any manner to affect or modify either Party's ownership rights in any preexisting or future works, trademarks, copyrights or technologies developed or created by either Party, including without limitation, their respective proprietary software used in connection with the development and provision of their respective Web sites, databases, systems, products and/or services. Unless specifically agreed by the Parties in writing, all intellectual property, including without limitation information that could become the subject of a patent, copyright or trade secret, developed by a Party in the context of performing its obligations under this Agreement shall be exclusively owned by that Party and the other Party shall cooperate with any reasonable requests to execute

documents confirming such ownership.

5.2) Data Ownership and License.

- a) Customer represents and warrants that it has obtained all data subjects' consent or otherwise has the full legal right necessary to provide the Customer Data to ClearGov for ClearGov's use as contemplated by this Agreement. Customer acknowledges that ClearGov shall have no legal liability for its use and/or the display of the Customer Data as contemplated by this Agreement.
- b) Customer represents and warrants that Customer shall not provide or enter Sensitive Data to be displayed in any publicly available element of the ClearGov Service. To the extent that Customer enters or uploads any Sensitive Data into the ClearGov Service, Customer shall assume full responsibility for the disclosure of such Sensitive Data. ClearGov is under no obligation to review and/or verify whether or not Customer Data includes Sensitive Data.
- c) Customer Data shall remain the property of Customer, and Customer hereby grants ClearGov a limited, perpetual, irrevocable and royalty-free right to use, copy, modify, and display the Customer Data within any ClearGov App(s) and for the purpose of providing the ClearGov Service.

- 5.3) Proprietary Rights Notice. The ClearGov Service and all intellectual property rights in the ClearGov Service are, and shall remain, the property of ClearGov. All rights in and to the ClearGov Service not expressly granted to Customer in this Agreement are hereby expressly reserved and retained by ClearGov without restriction, including, without limitation, ClearGov's right to sole ownership of the ClearGov API, ClearGov Apps, ClearGov Data, ClearGov Web Site, Documentation and Software. Without limiting the generality of the foregoing, Customer agrees not to (and to not allow any third party to): (a) sublicense, copy, distribute, rent, lease, lend or use the ClearGov Service outside of the scope of the license granted herein or make the ClearGov Service available to any third party or use the ClearGov Service on a service bureau time sharing basis; (b) copy, modify, adapt, translate, prepare derivative works from, reverse engineer, disassemble, or decompile the ClearGov Service or otherwise attempt to discover or reconstruct any source code, underlying ideas, algorithms, file formats, program interfaces or other trade secrets related to the ClearGov Service; (c) use the trademarks, trade names, service marks, logos, domain names and other distinctive brand features or any copyright or other proprietary rights associated with the ClearGov Service for any purpose without the express written consent of ClearGov; (d) register, attempt to register, or assist anyone else to register any trademark, trade name, service marks, logos, domain names and other distinctive brand features, copyrights or other proprietary rights associated with ClearGov other than in the name of ClearGov; or (e) modify, remove, obscure, or alter any notice of copyright, trademark, or other proprietary right or legend appearing in or on any item included with the ClearGov Service. If the use of the ClearGov Service is being purchased by or on behalf of the U.S. Government or by a U.S. Government prime contractor or subcontractor (at any tier), in accordance with 48 C.F.R. 227.7202-4 (for Department of Defense (DOD) acquisitions) and 48 C.F.R. 2.101 and 12.212 (for non-DOD acquisitions), the Government's rights in the ClearGov Service, including its rights to use, modify, reproduce, release, perform, display or disclose any elements of the ClearGov Service, will be subject in all respects to the commercial license rights and restrictions

provided in this Agreement.

6) Representations, Warranties, Indemnification and Liability.

- 6.1) By ClearGov. ClearGov represents and warrants that: (i) the ClearGov Service shall be provided in accordance with, and shall not violate applicable laws, rules or regulations; and (ii) by using the ClearGov Service, Customer will not violate or in any way infringe upon the personal or proprietary rights of any third party, (iii) to ClearGov's knowledge, the ClearGov Service does not contain any virus, worm, Trojan horse, time bomb or similar contaminating or destructive feature; and (iv) ClearGov holds all necessary rights to permit the use of the ClearGov Service and all components thereof provided to Customer under this Agreement.
- 6.2) By Customer. Customer represents and warrants that: (i) it has all right, title, and interest in and to the Customer Data necessary for its use in connection with the ClearGov Service; and (ii) it shall not use the ClearGov Service in a manner or in connection with any activity that would violate this Agreement or any law, rule or regulation or rights of any third party.
- 6.3) By Both. ClearGov and Customer both represent and warrant that (i) each has full power and authority to enter into and perform its obligations under this Agreement; (ii) this Agreement is a legal, valid and binding obligation, enforceable against each Party in accordance with its terms; and (iii) entering into this Agreement will not knowingly violate the Agreement or any laws, regulations or third-party contracts.
- 6.4) Indemnification by ClearGov. At ClearGov's cost, ClearGov agrees to indemnify, hold harmless and defend Customer against any cost, loss or expense (including attorney's fees) resulting from any claims by third parties for loss, damage or injury (each, a "**Claim**") arising out of or relating to (i) ClearGov's breach of any term, condition, representation or warranty of this Agreement, (ii) ClearGov's violation of any third party rights in connection with the ClearGov Service or (iii) ClearGov's violations of applicable laws, rules or regulations in connection with the ClearGov Service. In such a case, Customer will provide ClearGov with written notice of such Claim. Customer shall cooperate as fully as reasonably required in the defense of any Claim. Customer reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by ClearGov. Notwithstanding the foregoing, unless the settlement involves no cost, loss or continuing liability to Customer, ClearGov shall not settle any Claim, without the written consent of Customer, such consent not to be unreasonably withheld.

Further, ClearGov shall indemnify, hold harmless and defend Customer, its officers, agents and employees from and against any and all claims, suits, actions, damages and causes of action whatsoever, including but not limited to attorney's fees, court cost or other alternative dispute resolution costs arising during the term of this Agreement and any renewal as a result of ClearGov's: (a) performing any Services under this Agreement and Service Orders or the failure to do any work herein; (b) arising out of any error, omission, or negligent act of ClearGov, its agents or employees, in the performance of the Services under this Agreement, (c) any inaccuracy in or breach of any of the representations, warranties or covenants may by ClearGov herin, except that ClearGov shall not be liable under this section for damages caused or resulting from the sole negligence of Customer. Nothing in this Agreement shall be deemed or treated as a waiver by Customer of any immunity to which it is entitle by law, including but not limited to Customer's sovereign immunity set forth in Section 768.28, Florida Statutes.

- 6.5) Limited Warranty. ClearGov warrants that the ClearGov Service will be delivered in a professional and workmanlike manner substantially in accordance with the statement of

work set forth in the applicable ClearGov Service Order and that the ClearGov Service will operate in all material respects as described in its product descriptions and/or documentation. EXCEPT FOR THE EXPRESS WARRANTIES STATED IN THIS AGREEMENT, INCLUDING ANY APPLICABLE CLEARGOV SERVICE ORDER, CLEARGOV MAKES NO ADDITIONAL WARRANTY, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, GUARANTEES, REPRESENTATIONS, PROMISES, STATEMENTS, ESTIMATES, CONDITIONS, OR OTHER INDUCEMENTS.

- 6.6) Limitation of Liability. NEITHER CLEARGOV NOR CUSTOMER WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL (INCLUDING, WITHOUT LIMITATION, LOST PROFITS), OR INCIDENTAL DAMAGES, WHETHER BASED ON A CLAIM OR ACTION OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT, BREACH OF ANY STATUTORY DUTY, INDEMNITY OR CONTRIBUTION, OR OTHERWISE, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE EXCLUSION CONTAINED IN THIS PARAGRAPH SHALL APPLY REGARDLESS OF THE FAILURE OF THE EXCLUSIVE REMEDY PROVIDED IN THE FOLLOWING SENTENCE. BOTH PARTIES' TOTAL CUMULATIVE LIABILITY TO THE OTHER PARTY FOR ANY LOSS OR DAMAGES RESULTING FROM ANY CLAIMS, DEMANDS OR ACTIONS ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE CUMULATIVE FEES PAID BY CUSTOMER TO CLEARGOV IN THE PRECEDING TWELVE (12) MONTHS. THE FOREGOING SHALL NOT LIMIT A PARTY'S (A) PAYMENT OBLIGATIONS UNDER THE AGREEMENT; (B) LIABILITY FOR INDEMNIFICATION OBLIGATIONS UNDER SECTION 6.4; (C) LIABILITY FOR ANY BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER SECTION 7; (D) LIABILITY FOR ANY BREACH OF ITS REPRESENTATIONS, WARRANTIES, OR OBLIGATIONS UNDER SECTION 5.2; OR (E) LIABILITY FOR ITS INFRINGEMENT OR MISAPPROPRIATION OF ANY PROPRIETARY RIGHTS OF THE OTHER PARTY. NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS EXCLUDING OR LIMITING A PARTY'S LIABILITY FOR FRAUD OR ITS LIABILITY FOR DEATH OR PERSONAL INJURY ARISING FROM ITS NEGLIGENCE.
- 6.7) Essential Element. The provisions of this Section 6 are an essential element of the benefit of the consideration reflected in this Agreement.

7) Confidentiality.

- 7.1) ClearGov hereby acknowledges that Customer is a governmental entity. Customer is subject to Chapter 119, Florida Statutes "Public Records Law." Any confidentiality relating to disclosure of information and data processing/proprietary software will be in accordance with Chapter 119, Florida Statutes.
- 7.2) In addition, in connection with the negotiation and performance of this Agreement, a Party (the "**Receiving Party**") may receive information from the other Party (the "**Disclosing Party**") which is confidential or proprietary in nature, including without limitation information about a Party's products, systems and services ("**Confidential Information**"). The Receiving Party agrees that, during the term of this Agreement and for a period of three (3) years thereafter, it will keep the Confidential Information in strictest confidence and protect such Confidential Information by similar security measures as it takes to protect its own Confidential Information of a similar nature, but in no event

shall the Receiving Party take less than reasonable care with the Confidential Information of the Disclosing Party. The Receiving Party also agrees that it will not use any Confidential Information for any purpose other than in connection with the performance of its obligations under this Agreement.

- 7.3) The term "**Confidential Information**" shall not include information which A) is or becomes generally available to the public without breach of this Agreement, B) is in the possession of the Receiving Party prior to its disclosure by the Disclosing Party, C) becomes available from a third party not in breach of any obligations of confidentiality, D) is independently developed by the Receiving Party, or E) is required to be disclosed by the Receiving Party pursuant to law, rule, regulation, subpoena or court order, including but not limited to open public record laws.
- 7.4) The Parties recognize that the disclosure or use of a Disclosing Party's Confidential Information by the Receiving Party in violation of the provisions of this Section 7 may cause irreparable injury to the Disclosing Party; therefore, in the event either Party breaches the provisions of this Section 7, the other Party, in addition to any other remedies it may have, shall be entitled to seek preliminary and permanent injunctive relief without the necessity of posting a bond.

8) Miscellaneous.

- 8.1) General. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed to the extent necessary to make it enforceable to the maximum extent permissible so as to implement the intent of the Parties, and the remainder of this Agreement shall continue in full force and effect. A waiver of any default is not a waiver of any subsequent default. The relationship between ClearGov and Customer is one of independent contractors, not partnership, joint venture or agency. This Agreement shall be binding upon and inure to the benefit of the respective successors and permitted assigns of the Parties hereto. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act shall not apply to this Agreement. The Software is controlled by U.S. Export Regulations, and it may not be exported to or used by embargoed countries or individuals.
- 8.2) Entire Agreement. This Agreement and the accompanying ClearGov Service Order(s), together, constitute a valid and binding agreement between the Parties and are intended to be the Parties' complete, integrated expression of the terms of their agreement with respect to the ClearGov Service, and any prior agreements or understandings with respect to such subject matter are superseded hereby and fully merged herein.
- 8.3) Assignment. Neither Party will assign this Agreement in whole or in part to any third party without the prior written consent of the other Party; provided, however, either Party may assign this Agreement without such consent to any subsidiary or parent company of such Party or to any successor by way of any merger, consolidation or other corporate reorganization of such Party or sale of all or substantially all of the assets of such Party or to an entity that assumes, by sale, license or otherwise, the business activities that are the subject of this Agreement, provided that such subsidiary or parent company or successor assumes or is otherwise fully bound by all of the obligations of the assigning Party under this Agreement.
- 8.4) Section removed.
- 8.5) Insurance. ClearGov shall maintain commercial general liability insurance, cybersecurity insurance, product liability

insurance and auto liability insurance in amounts set forth in the Addendum attached to the Service Order. ClearGov shall maintain Worker's Compensation insurance as required by law.

- 8.6) Section removed.
- 8.7) Governing Law; Waiver of Jury Trial. Each party expressly waive ay right to jury trial in connection with any action or litigation arising out or related to this Agreement. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The Parties agree that exclusive venue for any action or lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United State District Court of United States Bankruptcy Court in and for the Southern District of Florida.
- 8.8) Force Majeure. Neither party shall be liable for any failure or delay in performance under this Agreement for causes beyond that party's reasonable control and occurring without that party's fault or negligence, including but not limited to acts of God, acts of government, flood, fire, hurricanes or other natural disasters, epidemics, civil unrest, acts of terror, strikes, and other governmental actor or orders or restrictions. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.
- 8.9) Notices. All notices, requests, or other communications between the Parties that are required or permitted hereunder will be in writing and will be given by: (a) delivery in person or by prepaid courier service with a nationally recognized courier company, (b) delivery by registered or certified mail, postage prepaid, return receipt requested, (c) by confirmed fax, or (d) email to the address and/or fax number set forth in the applicable ClearGov Service Order. A Party may change the street or email address or fax number to which notice is to be sent by giving written notice of such change. Notices will be deemed given when received as evidenced by verification from the courier company, the mail or confirmation of email receipt or fax confirmation.
- 8.10) Titles & Subtitles. The titles and subtitles in this Agreement are used for convenience only and are not to be considered in construing it.

ADDENDUM TO CLEARGOV SERVICE ORDER AND BCM SERVICE AGREEMENT

THIS ADDENDUM TO THE CLEARGOV SERVICE ORDER AND BCM SERVICE AGREEMENT (“Addendum”) is attached to the CLEARGOV SERVICE ORDER AND BCM SERVICE AGREEMENT (“BCM”) (collectively the “Agreement”) made and entered into on _____, 2026, by and between the City of Deerfield Beach, Florida (the “City” or “Customer”) and ClearGov, Inc. (“ClearGov”).

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

The parties agreed as follows:

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

IF CLEARGOV HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CLEARGOV'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-480-4213, web.clerk@deerfield-

beach.com OR BY MAIL: City of Deerfield Beach — City Clerk's Office, 150 N.E. 2nd Ave, Deerfield Beach, FL 33441.

- f. Ownership of Documents: Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with the Agreement are and shall remain the property of City. Any compensation due to ClearGov shall be withheld until all documents are received as provided herein.
3. That Subsection 8.6 of the BCM Agreement is hereby deleted and replaced with the following.

Scrutinized Companies.

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

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

5. **Human Trafficking Affidavit.**

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

6. **Foreign Countries of Concern Affidavit.**

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

7. **Insurance.** During the course of performing the Services under the Agreement, ClearGov agrees to maintain the following insurance: (a) Commercial Liability Insurance in an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; (b) Professional Liability (Errors and Omissions) in an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; and (c) Cyber Security Liability Insurance in an amount not less than \$1,000,000 per occurrence and \$1,000,000 in the aggregate. All such insurance policies shall name the City of Deerfield Beach as an additional insured and ClearGov shall provide the Customer with copies of the Certificate of Insurance prior to commencing such Services. In the event that the insurance is cancelled, ClearGov shall notify the Customer within five (5) days of such notice of cancellation and provide Customer with a new Certificate of Insurance. ClearGov shall maintain Worker’s Compensation as required by law.

8.

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

City of Deerfield Beach

ClearGov, Inc.

By: _____
Rodney Brimlow
City Manager

By: _____
Signature

Print Name: _____

Attest: _____
Heather Montemayor
City Clerk

Title: _____

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

Anthony C. Soroka, City Attorney

December 1, 2025

Tamara Baker
Deerfield Beach, FL
150 NE 2nd Avenue
Deerfield Beach, FL 33441

Dear Tamara,

ClearGov provides unique budget planning, building and reporting solutions for local government agencies: towns, cities, counties, school districts, special districts, etc. More than 1,400 customers have purchased the ClearGov platform via sole source. For starters, this letter confirms that ClearGov, Inc. is the sole source provider for the following modules:

- ClearGov Operational Budgeting
- ClearGov Personnel Budgeting
- ClearGov Capital Budgeting
- ClearGov Digital Budget Book
- ClearGov Strategic Planning

All of these products are proprietary software solutions for which ClearGov, Inc. exclusively owns all intellectual property rights, and these products are protected by copyrights, trademarks and service marks. In addition, there are no agents or dealers authorized to represent any of these ClearGov products.

In addition, while it may be possible to build and present your budget using other technologies, no company offers the unique combination of features and functionality delivered by ClearGov. In addition, all ClearGov modules are designed and built to work seamlessly together. What follows is a partial list of the key features and functionality offered in each ClearGov Budget Cycle Management module.

Operational Budgeting

- Ability to create multi-year operational budget forecasts & adjust variables by individual categories.
- Ability to collaboratively build a budget via a single, shared online workspace
- Ability to create an unlimited number of budget versions
- Ability to view historical trend analysis at fund, department, object or line item level
- Collaborative workflows to assign and track budget requests by department
- Includes drill-down functionality to review and/or request budget information at the line item or even sub-line item detail
- Ability to automatically generate a baseline budget based on multiple options, i.e. zero-based budgeting, forecasted budget, fixed percentage increase, etc.
- Ability for department heads to assign sub-requesters to portions of their budget
- Ability to review and approve/reject budget requests by individual request or by batch
- Ability to lock-down budget line items, e.g. headcount costs
- Ability to share budgets online for review by committee members
- Ability to add change justifications notes, comments and supporting materials to any line (or sub-line) item within the budget
- Integrated graphs that provide visual feedback throughout the budgeting process including historical trends and budget surplus/deficit
- Ability to track and report a thorough audit trail of all changes, comments and budget versions
- Includes a variety of pre-built reports as well as robust report builder and chart builder functionality that doesn't require programming knowledge
- Ability to export budget reports to Excel or other formats compatible with multiple ERP systems
- Ability to build, analyze, and approve/deny Funding Packages that include Personnel requests, e.g. new budget programs

Personnel Budgeting

- Ability to create and customize multi-year personnel budget plans and scenarios
- Ability to define units, wage schedules, benefits and additional pay elements, etc. by position, role and department, including position control functionality
- Collaborative workflows for the collection of personnel requests and changes
- Includes a filterable dashboard summary of all personnel requests by type, department, etc.
- Ability to see projected total compensation breakdown at an employee level
- Ability to present proposed personnel budget scenario(s) for review in a shared, online dashboard and respond to on-the-fly what-if requests
- Ability to support personnel vacancy, retirement and furlough planning scenarios
- Ability to support collective bargaining, what-if planning scenarios
- Includes a variety of pre-built reports as well as robust report builder and chart builder functionality that doesn't require programming knowledge
- Ability to export budget reports to Excel or other formats compatible with multiple ERP systems

Capital Budgeting:

- Ability to create and customize multi-year capital budget plans and scenarios
- Collaborative workflows for collecting capital requests
- Ability to automatically create detailed, shareable capital project summary pages
- Ability to add notes, comments, images, supplement documents, etc. to capital project summaries
- Ability to customize multiple types of capital request forms
- A filterable dashboard summary of all capital projects by type, department, funding source, etc
- Ability to score and rank capital requests by priority and strategic objectives
- Includes capital budget scenario planning functionality to enable allocation of capital projects across multiple funding sources
- Capital improvement website module with timelines, public commentary and ability for visitors to sign up for project change email notifications
- Includes a variety of pre-built reports as well as robust report builder and chart builder functionality that doesn't require programming knowledge
- Ability to export budget reports to Excel or other formats compatible with multiple ERP systems

Digital Budget Book:

- Ability to automatically create a customizable budget book template
- Ability to create and present a budget book via an interactive, accessible Website with built-in navigation
- Includes built-in GFOA and ASBO award criteria guidelines
- Includes templated pages for fund pages, department pages, revenue pages, etc.
- Includes a pre-populated, customizable glossary of terms
- Includes automated narrative generation, powered by ClearGov AI
- Automatically populates pages with financial data, charts, tables, etc.
- Collaborative workflows for multi-user editing and creation of budget book pages
- Ability to embed dynamic data into narrative text throughout budget book
- Ability to embed customizable Financial Statements throughout budget book
- Ability to automatically update financial data throughout budget book
- Ability to upload and embed images, spreadsheets and other objects into budget book pages
- Ability to add links to attachments within budget book pages
- Ability to customize colors, fonts, graphics and other look & feel components
- Ability to create and embed custom financial and non-financial charts, graphs and tables
- Ability to generate and embed organizational charts
- Ability to automatically embed submitted and approved capital improvement projects
- Ability to duplicate the budget book & update financial data as the basis for next FY budget book
- Ability to automatically format and print to .PDF any portion of the budget book and/or the complete budget book with dynamic Table of Contents and page numbering

Strategic Planning:

- Ability to create, manage and execute any type of strategic plan, including focus areas, goals and action items
- Automated workflow to enable updates to action items and goals
- Automated dashboard to present plan progress with built-in filters and drill-down
- Ability to allocate budget to specific focus areas and goals
- Collaborative workflows for multi-user editing and creation of plan components and plan presentation pages
- Ability to automatically create a customizable plan template
- Ability to create and present any plan via an interactive, accessible Website with built-in navigation
- Includes templated pages for SWOT analysis, focus areas, strategic objectives, etc.
- Ability to upload and embed images, spreadsheets and other objects into plan pages
- Ability to add links to attachments within plan pages
- Ability to customize colors, fonts, graphics and other look & feel components
- Ability to create and embed custom financial and non-financial charts, graphs and tables
- Plan pages built with responsive design to automatically resize and optimize viewing for desktop, pad or mobile environments
- Ability to automatically format and print to .PDF any portion of the plan and/or the complete plan document with dynamic Table of Contents and page numbering
- Seamless integration with budget data

We look forward to having the opportunity to work with you. Please let me know if you have any questions or require additional information.

Sincerely yours,



Bryan A. Burdick
President, ClearGov, Inc.
bburdick@cleargov.com
(508) 298-8062



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2026-43

Agenda Date: 2/17/2026

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 issuance of a purchase order to Waste Innovations Systems, Inc. for the installation and licensing of solid waste management software and associated onboard cameras and equipment for live route management of city collection vehicles in an amount not to exceed \$85,000.00 for Fiscal Year 2026; 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 #450-300-340-3400-000-53400-503003 - Programming/Software)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$85,000

Account Name: Programming/Software

Account Number: 450-300-340-3400-000-53400-503003

Background/History

In 2015, the Solid Waste Management Division (Division) automated the routing process from Excel spreadsheets to a managed software system known at the time as Tower and AMCS Resource Technology (Tower). In 2016, the Municipal Services Department began billing roll-off customers from the Tower system, and in January 2018, all commercial accounts were managed and billed by the Tower system in lieu of the Utility Billing Department in Naviline. This resulted in significant efficiencies, cost savings, and revenue recognition. In 2018, the Division contracted with AMCS to purchase a Radio Frequency Identification system (RFID) and AMCS tracking system. This solution was to be an automated route and service verification system with little driver interaction. Unfortunately, what the Division expected and what AMCS was providing were not in line. After several attempts to resolve these issues, including dealing with ongoing concerns with unreliable equipment, the RFID project was ultimately terminated. In light of the above and due to ongoing customer service issues, the Division made the decision to transition to a new routing and billing software called TRUX Route Management (TRUX). This system was familiar to some of the management team, making the conversion, training, and usage a smooth transition. Shortly after the transition to TRUX, AMCS purchased TRUX Route Management, and the software became part of AMCS's portfolio. The Division has attempted to work with AMCS but has been unable to find a solution to process credit card convenience fees or allow for the ability to accept ACH payments, which limits the functionality of the system and creates other challenges and administrative work.

Current Activity

Our current TRUX system presents multiple limitations: manual processes in route closing are time-consuming and error-prone; delayed or inaccurate data limits operational visibility; a lack of reliable service verification, leading to disputes and missed accountability; and difficult integrations and an aging support model. The Division has participated in online demonstrations of several of the large solid waste software firms and has found that Waste Innovations Systems, Inc. (WIS) is the best fit for our solid waste collection operations. WIS provides an integrated, real-time software solution designed specifically for waste and recycling operations. Key features include: automated route closing with smart status tracking; live operational dashboards for dispatch, field crews, and customer service; photo-based service verification and digital signatures; seamless integration with onboard computing hardware, scale systems, and back-office billing.

Although software may be considered an exempt purchase under the Procurement Code, the WIS system provides for additional features such as cameras and onboard system equipment for live route management. A formal procurement process for this additional equipment would require significant administrative resources, including RFP development, vendor evaluations, and negotiations, which is estimated to take 3 - 6 months based on prior similar procurements. Furthermore, the equipment needed is very specific to the WIS system. This delay would prolong our reliance on the outdated TRUX/AMCS system, exacerbating inefficiencies, including a 40% potential reduction in administrative time for route closing, 25% improvement in route accuracy, and 30% decrease in service complaints.

The monthly subscription for the WIS system is \$5,835, and there is a one-time initial setup charge for the installation and equipment of \$45,450. For Fiscal Year 2026, the total amount not to exceed is \$85,000. The monthly subscription fee of \$5,835 is recurring unless the subscription is terminated and the fee is subject to an annual increase not to exceed 5% based upon the CPI. The recurring monthly subscription from FY 2026 is subject to budgetary appropriations. Attached are the associated price sheets and related information regarding the WIS system.

Quantifiable benefits from WIS, such as reduced human error-prone manual processes and enhanced driver accountability, are anticipated. Intangible gains are also anticipated, including real-time management visibility and a scalable platform for future growth, which further support immediate implementation. The first-year package, including software, in-cab computers, and cameras, is competitively priced based on our demos and aligns with proven results from WIS's global deployments by leading operators.

WIS has been deployed globally by leading operators, demonstrating proven results in operational efficiency and customer satisfaction. WIS customers enjoy the flexibility, the ability for Artificial Intelligence (AI) camera service verification to auto-record the not-outs, and provide pictures and video of ALL service events. WIS's global track record, including flexible AI verification and comprehensive event documentation, positions it as the best viable option to resolve our limitations without repeating past failures.

In summary, implementation of the WIS waste management solution is the most prudent path to achieve immediate operational improvements, addresses limitations of our current systems, and leverages a uniquely suited solution that provides a multitude of value to our solid waste operations. This approach minimizes risks, saves time and resources, and ensures alignment with our strategic goals for a modernized solid waste management system and operations.

Recommendation

The Division recommends approving an agreement with WIS for the purchase of waste management software and associated equipment.

RESOLUTION NO. 2026/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE ISSUANCE OF A PURCHASE ORDER TO WASTE INNOVATIONS SYSTEMS, INC. FOR THE INSTALLATION AND LICENSING OF SOLID WASTE MANAGEMENT SOFTWARE AND ASSOCIATED ONBOARD CAMERAS AND EQUIPMENT FOR LIVE ROUTE MANAGEMENT OF CITY COLLECTION VEHICLES IN AN AMOUNT NOT TO EXCEED \$85,000.00 FOR FISCAL YEAR 2026; WAIVING THE REQUIREMENTS FOR COMPETITIVE SOLICITATIONS SET FORTH IN SECTION 38-116 OF THE PROCUREMENT CODE; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, in 2015, the City’s Solid Waste Management Division (the “Division”) automated the routing process from Excel spreadsheets to a managed software system from Tower and AMCS Resource Technology (“Tower”); and

WHEREAS, in 2016, the City’s Municipal Service Department (the “Department”) began billing roll-off customers in the Tower system, and in 2018, all commercial accounts were managed and billed through the Tower system in lieu of the Utility Billing Department in Naviline, which resulted in efficiencies, cost savings and revenue recognition; and

WHEREAS, after further evaluation of the Division’s operation regarding billing and routing systems, the Division transitioned to a new software system known as TRUX Route Management (“TRUX”), however, subsequently TRUX was acquired by Tower, and Tower has been unable to resolve issues regarding the process of credit card convenience fees, providing for acceptance of ACH payments, which limits the functionality of the system and creates challenges within the Division and additional administrative work; and

WHEREAS, due to the aforementioned issues with the Division’s existing software systems, the Division determined it was necessary to explore other alternatives, which included the Division participation in online demonstrations from several of the large solid waste software firms; and

WHEREAS, after evaluating alternative software from various firms, the Division determined that the software system provided by Waste Innovations Systems, Inc. (“WIS”) is the best fit for the Division’s solid waste collection operations; and

WHEREAS, WIS’s software system provides an integrated, real-time software solution designed specifically for waste and recycling operations, and its key features include the following: an automated route closing with smart status tracking, live operational dashboards for dispatch, field crews and customer service, photo-based service verification and digital signatures, seamless integration with onboard computer hardware, scale systems, and back-office billing (the “Main Features”); and

WHEREAS, in addition to the Main Features, WIS’s system offers additional features such as cameras and onboard system equipment for live route management (the “Additional Features”); and

WHEREAS, WIS’s Main Features and Additional Features (collectively the “WIS System”) will provide quantifiable benefits to the Division’s operation, which would eliminate the current inefficiencies under the current systems from Tower; and

WHEREAS, WIS has been deployed globally by leading operators demonstrating proven results in operational efficiency and customer satisfaction, and its global track record including AI verification and comprehensive event documentation, supports that the WIS System is the best viable option to resolve the Division’s limitations without repeating past failures; and

WHEREAS, although Section 38-116(3)(c)(3) provides for an exemption for the purchase of software under \$100,000.00 without utilizing a sealed competitive method or written quotations method without City Commission approval, due to the Additional Features component, which does not fall within the exemption, staff is requesting that the purchase be approved in the best interest of the City; and

WHEREAS, in order to avoid prolonging more time utilizing the Tower system, which is outdated, exacerbating inefficiencies, including a 40% potential reduction in administrative time for route closing, 25% improvement in route accuracy, and 30% decrease in service complaints, staff believes the utilization of a more formal procurement process is not viable; and

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

WHEREAS, City staff has obtained a proposal from WIS in the amount of \$85,000.00 for Fiscal Year 2026, which includes a monthly recurring subscription fee of \$5,835.00 and a one-time initial start-up fee of \$45,450.00 for the WIS System (the “Purchase”); and

WHEREAS, the City desires to purchase the WIS System from WIS and issue a purchase order to WIS for the Purchase in the amount of \$85,000.00 for Fiscal Year 2026, with a recurring monthly subscription fee of \$5,835.00 thereafter subject to the budgetary appropriations; and

WHEREAS, the City Commission finds it is in the best interest of the City to approve and authorize the issuance of the Purchase Order to WIS in an amount not to exceed \$85,000.00 for Fiscal Year 2026 and waive the competitive selection requirements of the City Code regarding the Purchase.

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

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

Section 2. The City Commission hereby waives the competitive solicitation requirements of the City Code with respect to the Purchase of the WIS System from WIS and finds that said waiver will not inure to the financial disadvantage of the City.

Section 3. The City Commission hereby approves and authorizes the issuance of a Purchase Order to WIS in an amount not to exceed \$85,000.00 for Fiscal Year 2026 for the Purchase of the WIS System.

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



Prepared for
Christina Kohta
Deerfield Beach, FL

www.wiswm.com

1606 Headway Cir STE 9438 Austin, TX 78754

COMPANY PROFILE AND BACKGROUND

Name of Proposing Company: WIS

Company's Primary Business: WIS are global technology leaders specializing in hardware and software solutions exclusively for the operators of waste collection and recycling services. Our solutions are used in 14 countries globally and service over 2 million households on a weekly basis. Our technologies are central to the daily operations of both private and public sectors across residential and commercial markets. At WIS we develop, deliver and manage our solutions where we target delivering the highest levels of automation possible through the latest and smartest technologies available.

Primary Business Years: 15

Number of Employees Assigned: 52

Current Pending Lawsuits: None

Key Personnel

Name	Title	Email	Main Contact
Patrick Kinsella	Director	patrick@wiswm.com	N
Mike Mihailov	Director of Software Engineering	mike@wiswm.com	N
Vlad Zavgoro	Product Director	vlad@wiswm.com	N
Daria Ferdman	UI/UX Designer	daria.ferdman@wiswm.com	N
Scott Fisher	Senior Business Development Manager	Scott.Fisher@wiswm.com	Y

Key Personnel Achievements

- Patrick Kinsella is one of the founders of WIS. His vision for the development of WIS came from when he owned and operated his own successful waste collection company.
- Mike Mihailov
- Vlad Zavgoro holds Master's Degree in Engineering and Engineering Activities with specialization in electronic systems and communications
- Daria Ferdman holds and Associate Degree in Communication & Multimedia, UX Design Professional Certificate at Google and Art and Concepts Specialization at California Institute of the Arts (CALARTS)
- Scott Fisher has over 25 years' experience in technology for the Waste and Recycling Industry. Leading sales for the most prominent technology providers in the industry.

References

Company Name: Greater Greenville Sanitation

Address: 1600 W Washington St, Greenville, SC 29601

Contact Person: Steve Cole Solid Waste Director

Telephone Number: 864-371-6495

Fax Number: n/a

Email Address: scole@ggsc.gov

Company Name: ECUA (Emerald Coast Utilities Authority)

Address: 9255 Sturdevant Street Pensacola, Florida 32514

Contact Person: Mark Emerich

Telephone Number: 850 476-0480

Fax Number: n/a

Email Address: mark.emerich@ecua.fl.gov

Company Name: Cherokee County

Address: 110 Railroad Ave. Gaffney, South Carolina 29340

Contact Person: Brian Estes

Telephone Number: 864 494-1574

Fax Number: n/a

Email Address: brian.estes@cherokeecountysc.com

Company overview

WIS creates, delivers and manages cutting edge technologies that focus on automation in the waste industry

WIS are global technology leaders specializing in hardware and software solutions exclusively for the operators of waste collection and recycling services. Our solutions are used in 14 countries globally and service over 2 million households on a weekly basis. Our technologies are central to the daily operations of both private and public sectors across residential and commercial markets. At WIS we develop, deliver and manage our solutions where we target delivering the highest levels of automation possible through the latest and smartest technologies available. Our solutions are robust, reliable and resilient coupled with best in market customer support, security and backups.

Providing technology to an industry that we know and understand from the ground up

WIS was created from a waste management company that was searching for the technology that it now creates. We have first-hand experience of the pain points in your business, and it is these challenges that drive all our product solutions.

What our service provides

Our solutions at WIS are all tailored to meet the specific requirements of each individual client. Your operational structure is unique to your business and that is why we build our solutions around your operations. As part of our bespoke Mobilisation Plan, we will develop a clear vision of the solutions and successes you are looking for from our technologies.

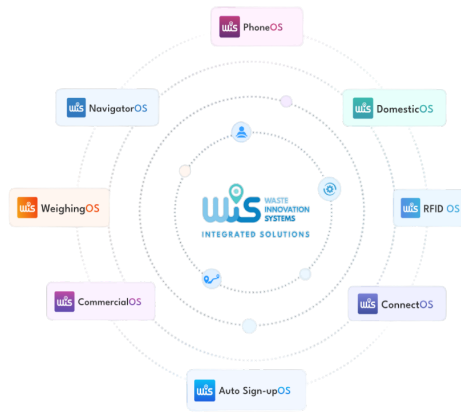
Our cloud software offering incorporates multiple platforms which support waste management to match clients' needs. Below you will find information on our in-cabin navigation solution. Further information on Residential OS, Commercial OS, Weighbridge OS, Roll Off Os, SmartCam, RFID, Weighing OS, Connect OS and more are available on request.



WasteNav By WIS (h cab navigation tablet computer)

The complete Waste truck navigation solution tailored to meet the everyday demands of a waste collection company. At the turn of your ignition key, the WIS on board computer will show your driver exactly where to go and what to collect.

- **Turn by Turn Navigation that allows Any Driver To Drive Any Route**
 - WasteNav gives you the agility that enables any driver to drive any route. Our easy-to-follow color coded road system will show drivers exactly where to go and exactly what to collect.
- **Smart Reversing Feature**
 - WasteNav will show a driver when it is best to proceed as normal or when to reverse the truck to complete a collection. This feature has its own unique color-coded display on screen which makes it extremely easy to follow.
- **Record an issue with a collection**
 - The WIS on board computer will allow a driver to record an issue with a collection instantly. Drivers can simply select a reason from an on-screen menu, and this will also automatically update to the customer's account.
- **Enhanced Service Verification**
 - With the WIS on board computer, drivers will have an accurate, reliable and robust solution for service verification
- **Voice Command Guidance**
 - In tandem with on screen displays, voice commands also play.
- **Assisted Pull -Out On-Screen Display**
 - With WIS, your driver will see a unique icon that shows exactly where an assisted pull-out is required.
- **Smart Auto-Scroll Function**
 - As the truck moves, the service list auto-scrolls in tandem
- **Service Request On Screen Displays**
 - The WIS platform seamlessly records and pushes service requests to the driver and the on-screen display automatically.
 -



Data protection

Data backup and restoration

Our cloud systems all have multiple redundancy and backup features inbuilt as part of all software products. All data is encrypted, stored in the cloud and automatically backed up twice a day. All systems are regularly updated, delivering multiple safeguards. Specifics are available on request.

Business continuity

Our systems and software solutions are built to deliver best class performance matched with robust security and backups. Our systems are built on a hybrid of IT landscapes that maximise service performance for you and your customers. Safeguarding against any disruption to service, servers are located in both Europe and USA.

WIS Systems are built on a hybrid of cloud based IT landscapes that maximize service performance for your business and your customers.

- WIS Systems deliver 99.9% uptime service levels as our cloud infrastructure is developed specifically for reliability, performance and data security. There are momentary instances (a total of 8.76 hours spread across a complete calendar year) where updates are being performed with minimal disruption.
- All stored data and backups are encrypted.
- Data backups are performed daily to WIS servers.
- Full data uploads from WIS servers into file systems are performed weekly.
- If one physical server performance is interrupted, WIS systems continue to work at 100%. The WIS cloud protects from hardware issues on physical servers.
- Security upgrades across all systems are ongoing and upgrades are scheduled continuously.
- WIS servers do not hold any credit card information.
- WIS engages in a rigorous antivirus scanning process. On a daily basis all servers are scanned for vulnerabilities.

Training

We will work with you to develop a clear training programme, free of charge, that covers all areas of our system to ensure confident usability. Training sessions typically last for 2+ hours and cover the following software modules:

- System usability
- Back-office training
- Super user back-office training
- Driver training
- Routing software training
- Super user routing software training

Providing a holistic approach, these sessions will allow your employees to ask questions and engage in active learning. Encompassing the above elements of our training process, we will also provide 'Super-user training' using a direct, interactive approach. This can be done on-site or via video call.

WIS TRAINING MODULES		
A	SYSTEM USABILITY	Introduction to the various WIS systems & overview on how they operate. Demos as per system user requirements. Goal for trainees is to achieve level of confident usability. Note: Our devices are easy to manage and provide a unique "iPad" like user interface.
B	BACK OFFICE TRAINING	'How-to' demonstrations that cover all aspects of administration and back office operations. Covers areas such as adding a service user / CRM platforms / account notes / removing a service user / updating customer accounts & driver communications / Data storage and retrieval
C	SUPER USER BACK OFFICE TRAINING	This training module is geared at advanced user group who are more skilled than general users. They will undergo an in-depth training plan as well as being involved in our basic user training. Using this approach, your Administrators will gain a thorough understanding of the devices and solution.
D	DRIVER TRAINING	Login & Auto-turn on capabilities which coincide with truck ignition / The function & purpose of all 4 buttons on the side of the system / Touchscreen capabilities / GPS awareness and usability / Journey management / Communication with back-office staff / Fuel intake
E	ROUTING SOFTWARE TRAINING	Fleet performance / Electronic proof of service / Reporting / GPS awareness and usability / System features / Data storage and retrieval
F	SUPER USER ROUTING SOFTWARE TRAINING	Efficient route mapping that follows geographical markers rather than addresses / peer-to-peer technical support/problem solving/coaching / delivered on site and in person

Scalable solutions

The WIS server is scalable to handle all types and sizes of businesses, so whether you are a local authority with 400 trucks and 2000 staff or a private operator with 4 trucks, WIS can be customised to handle your business needs. WIS can also scale up to match the growth of your operations.

Service management

To ensure we are delivering on our service commitments, we continually monitor all systems continually and backup daily.

We guarantee to provide you systems that:

- Accurately record all invoices and cash receipts
- Accurately record all balances
- Accurately record all lift information
- Accurately record the weight of all lifts
- Deliver effective customer relationship management and communication platforms

Service Agreements

All our products and solutions are covered by a tailored Service Level Agreement, which will be produced alongside clients prior to purchase. If we fail to meet service levels, you will be entitled to impose a penalty of appropriate percentages to the next month's fee.

After sales support

A key part of our backoffice team includes our Customer Success Team. Providing you with dedicated support, at mobilisation, we will allocate a Customer Success Manager who is solely responsible for overseeing the customer service of your contract. The level of support will be based on the scale of complexity of the solutions provided.

Outage and maintenance management

Our systems deliver 99.9% uptime service levels, as our cloud infrastructure is developed specifically for reliability, performance and data security.

Hosting options and locations

All hosting is cloud-based. We have data centres in the UK, Germany and USA.

Access to data (upon exit)

If a customer decides to terminate their service, we will provide them with all their data. Once notice has been given, we will create a plan to transfer the available data in an agreed format.

Security

For robust account protection, we implement the Cyber Essentials Plus scheme. Additionally, all users log in to the system using multifactor authentication. To prevent cyberattacks, we have robust firewall rules in place and DDoS protection.

Ensuring service continuity and data protection, all data is encrypted using:

- TLS (Version 1.2 or above)
- IPsec or TLS VPN gateway
- Legacy SSL and TLS (under 1.2)

Our security protects your business from an expansive range of threats including:

- Malicious URL requests
- Viruses
- Advanced Persistent Threats (APTs)
- Zero-day malware
- Adware
- Spyware
- Ransomware
- Botnets
- Cross-site scripting and more

This is all delivered without the need for on-premises hardware, appliances or software.

Our History

WIS started in 2012. It was founded from a waste collection company that was not satisfied with the available technologies servicing the waste industry. This ensures that WIS have first hand knowledge and experience of the specific problems that it is solving.

WIS is a company that is dedicated to the delivery of best-class solutions whilst realising our leadership role in areas of corporate social responsibility and the environment.

The growth of WIS is seen in both its global reach and its daily collection counts. WIS is now used on 6 continents and supports over 2 million individual residential collections, verification and billing daily.

The WIS Team

We have 4 key divisions in WIS that are broken down as follows:

SOFTWARE

- Development Engineers
- Product Engineers
- Mobile Engineers
- UI/UX
- Testing & Quality Control
- Install & Training

HARDWARE

- Development Engineers
- Manufacturing
- Testing & Quality Control
- Install & Training

ADMIN & CLIENT SUPPORT

- Administration
- Customer Success
- Client Support
- Sales & Marketing
- Finance
- Project Management

WIS LABS

- Hardware Development Team
- Software Development

(NOTE: WIS LABS is our team that focused on new and emerging technologies)

Key Personnel

Name	Title	Email	Main Contact
Patrick Kinsella	Director	patrick@wiswm.com	N
Mike Mihailov	Director of Software Engineering	mike@wiswm.com	N
Vlad Zavgoro	Product Director	vlad@wiswm.com	N
Daria Ferdman	UI/UX Designer	daria.ferdman@wiswm.com	N
Scott Fisher	Senior Business Development Manager	Scott.Fisher@wiswm.com	Y

Key Personnel Achievements

- Patrick Kinsella is one of the founders of WIS. His vision for the development of WIS came from when he owned and operated his own successful waste collection company.
- Mike Mihailov holds a Degree in Information Technology, Diploma in System Thinking and a Diploma in System Architecture
- Vlad Zavgoro holds Master's Degree in Engineering and Engineering Activities with specialization in electronic systems and communications
- Daria Ferdman holds an Associate Degree in Communication & Multimedia, UX Design Professional Certificate at Google and Art and Concepts Specialization at California Institute of the Arts (CALARTS)
- Scott Fisher has over 25 years' experience in technology in the Waste and Recycling Industry. Leading sales for the most prominent technology providers in the industry

People : Community : Engagement

WIS recognizes the importance of being recognised as a role model by carrying out its activities in a responsible and sustainable manner while always considering how it can improve the economic, social, and environmental wellbeing of where it operates. We view this as a partnership approach and engage with our clients to deliver on these responsibilities.

Supporting local causes and initiatives

In line with our goal and our policies to strengthen communities, we will work alongside our clients with charities and charitable causes in localities that we operate in.

Beyond monetary donations, we will support local social causes by:

- Raising awareness through running/supporting campaigns
- Coordinating, sponsoring and attending fundraising activities/events
- Providing reduce/reuse/recycle advice and support to charities
- Supporting and encouraging employee charity initiatives

Committed to our Environment

To reduce harmful emissions during the life of the contract, we work with clients regarding environmental/emissions/climate performance levels

Equality

We are fully committed to equal opportunity recruitment as is evidenced by our recruitment policy. We promote equal opportunities throughout our business, including within recruitment, for existing staff, pay progression and promotion opportunities. As such, all employment is aligned with the Equality Act 2010. To ensure the highest standards of service delivery, we are committed to fair working practices within our employment and reward package and in alignment with Fair Work First.



**AUTOMATING
EVERYDAY
TASKS**



WWW.WISWM.COM



WISCAM

Visual Verification

THE ULTIMATE IN WASTE VERIFICATION SOLUTIONS

City of Deerfield Beach Florida

WIS CAM VERIFIES COLLECTION PRESENTATION

WIS CAM AUTO-CAPTURES PICTURES OF
COLLECTION PRESENTATION AND
THROUGH THE USE OF ADVANCED GPS IT
CAN TELL WHICH HOME THE BIN
BELONGED TO.



WIS CAM CAPTURES IMAGE WHEN NO COLLECTION IS PRESENTED

WIS CAM AUTO-CAPTURES PICTURES OF
PROPERTIES WITH NO CARTS OUT



WIS CAM IDENTIFYING CONTAMINATION

COLLECTION CONTENTS ARE PHOTOGRAPHED MULTIPLE TIMES AND THEN ANALYZED FOR CORRECT VERSUS INCORRECT MATERIALS

The system can then automatically text or email the customer advising of the wrong contents so they know the next time. The system can be configured to penalize repeat offenders

Incorrect Waste Detected

No Incorrect Waste Presented

The graphic features a dark background with a person's hand visible on the right. At the top left is the WIS logo and the text 'WIS CAM IDENTIFYING CONTAMINATION'. A yellow rounded rectangle contains the explanatory text. Below it are two camera-view images of a trash bin. The left image shows a black bag and other debris with a large red 'X' overlaid, and the caption 'Incorrect Waste Detected' below it. The right image shows a bin filled with various trash items with a large green checkmark overlaid, and the caption 'No Incorrect Waste Presented' below it.

WIS CAM RECORDS SINGLE OR MULTIPLE LIFTS

WIS CAM COUNTS THE NUMBER OF EMPTIES PER CUSTOMER. WHERE A CUSTOMER HAS 2 OR MORE CARTS, IT WILL SHOW THIS AND COMPARE TO CARTS THAT ARE PAID FOR



WISCAM

Visual Verification

- CAMERA HARDWARE PERFORMANCE SPECS
- -20°C TO 70°C NORMAL OPERATIONAL TEMPS
- IP68 WATERPROOF STRAIGHT OUT OF THE BOX
- QUAD-CORE A72 ADVANCED CHIP FROM CORTEX
- 4 GB 64-BIT LPDDR4
- 64GB INTERNAL STORAGE
- GPU NVIDIA MAXWELL ARCHITECTURE WITH 128 NVIDIA CUDA® CORES
- 2.4 GHZ AND 5.0 GHZ IEEE 802.11AC WIRELESS, BLUETOOTH 5.0
- 4K @ 30 ENCODE, 4K @ 60 DECODE, 1080P60 ENCODE/DECODE
- 12.3 MEGAPIXELS NIGHT VISION CAMERA
- 4K@30FPS, 1080P@60FPS
- LIVESTREAM AND AI ONBOARD



PRICING

ONCE OFF COSTS

Camera Hardware PC/Storage \$1400 per truck

Per Visit Fee \$1000

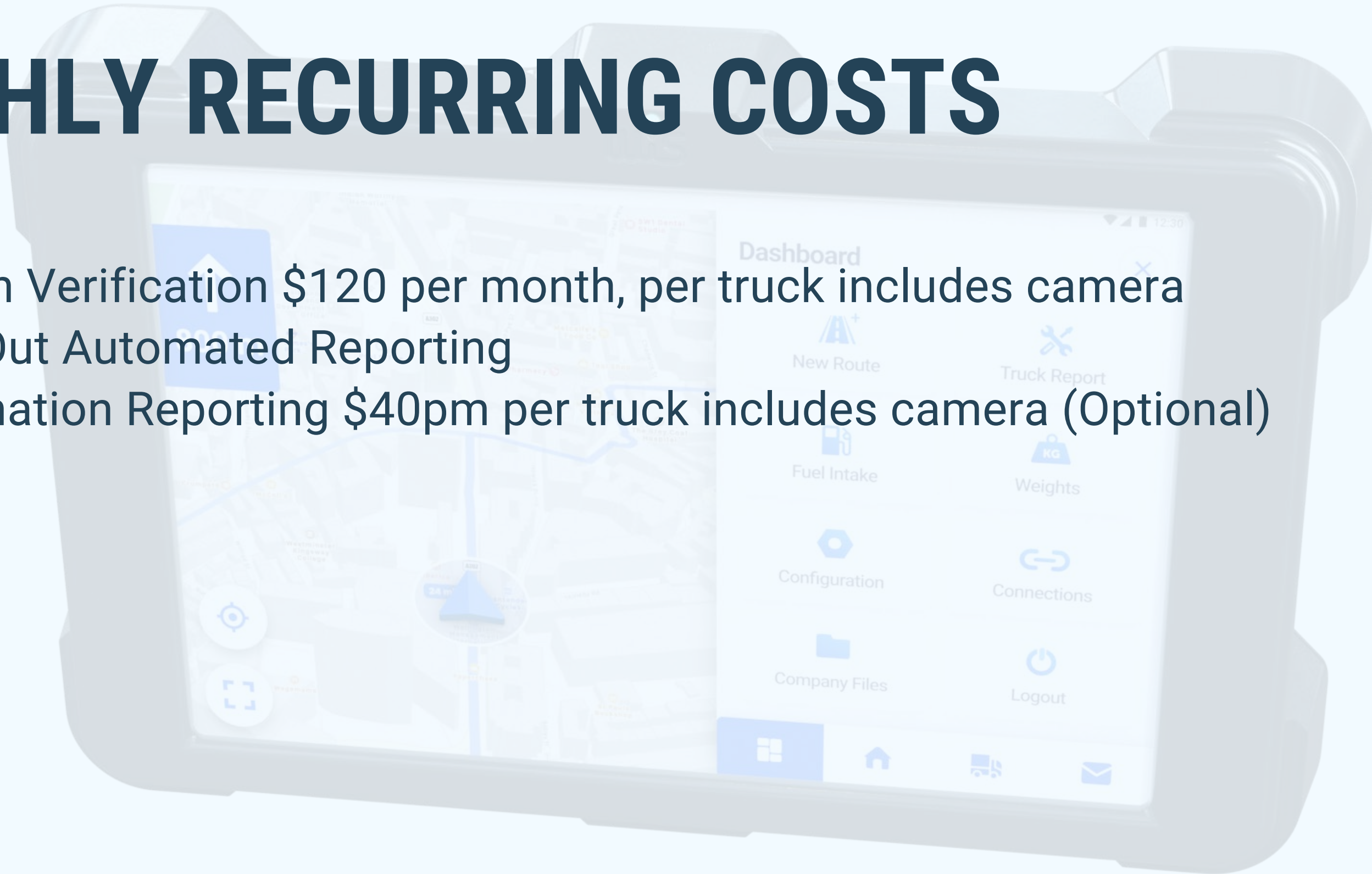
\$200 Installation, per Side Loader

\$400 Installation, per Rear Loader

PRICING

MONTHLY RECURRING COSTS

- Collection Verification \$120 per month, per truck includes camera
- No Cart Out Automated Reporting
- Contamination Reporting \$40pm per truck includes camera (Optional)



WE'RE ROUTING FOR YOU!

OUR CONTACT DETAILS

USA

44144 LAKE VIEW DRIVE, EL-
MACERO, DAVIS, CALIFORNIA
95618, USA

+1 347 227 2142

SCOTT FISHER
904-703-3625

EUROPE

KILLEENS, NEW LINE RD,
WEXFORD, IRELAND

+353 539 100 100

SUPPORT@WISWM.COM
WISWM.COM

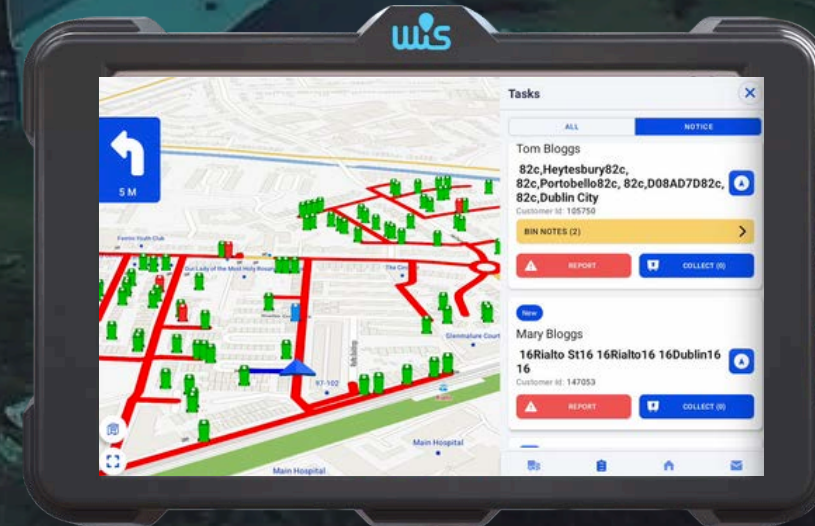




WASTENAV

by WIS

ROUTE NAVIGATION
PRODUCT INFORMATION AND PRICING
PRESENTED TO

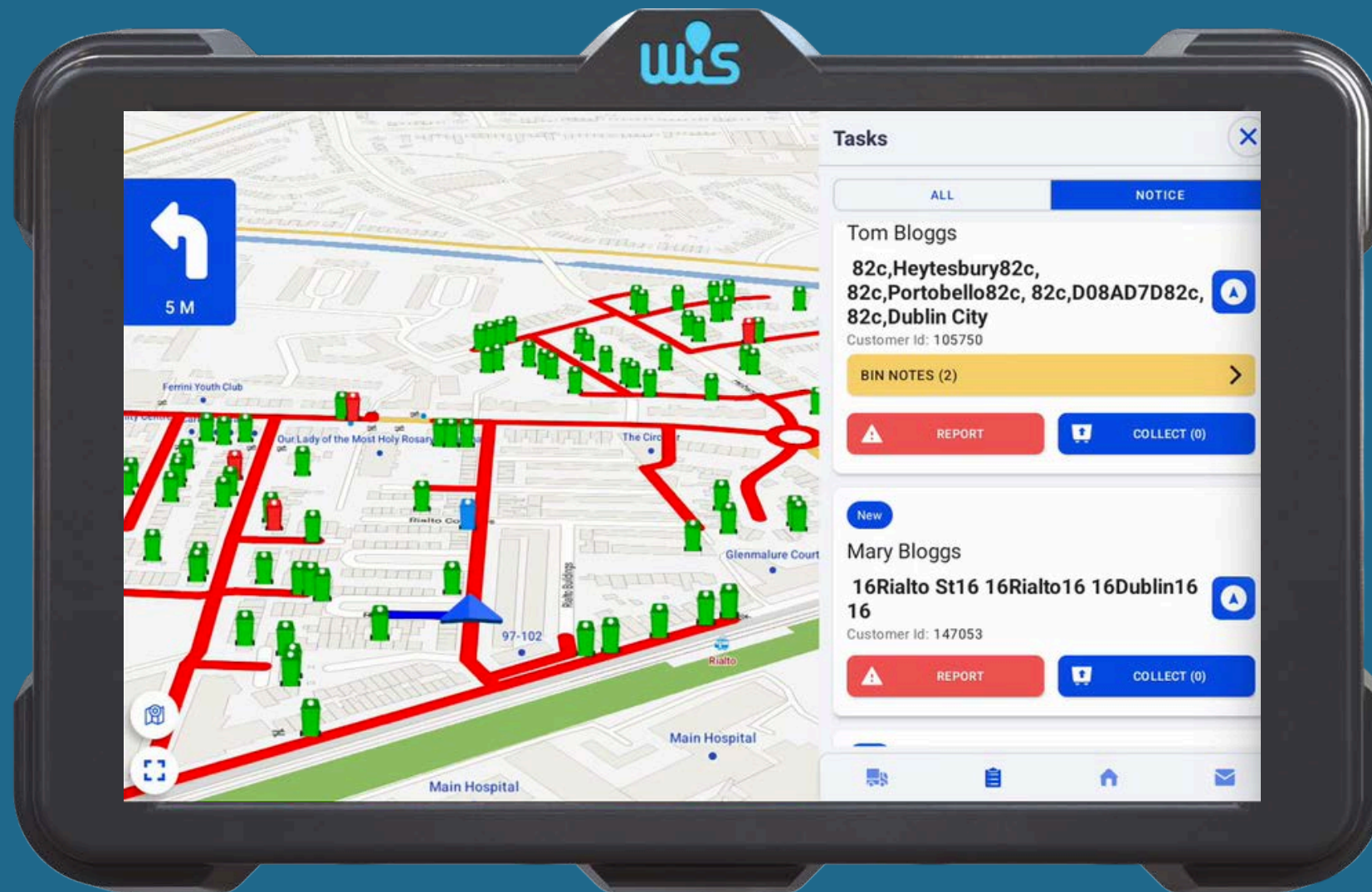


City of Deerfield Beach Florida

INTRODUCTION



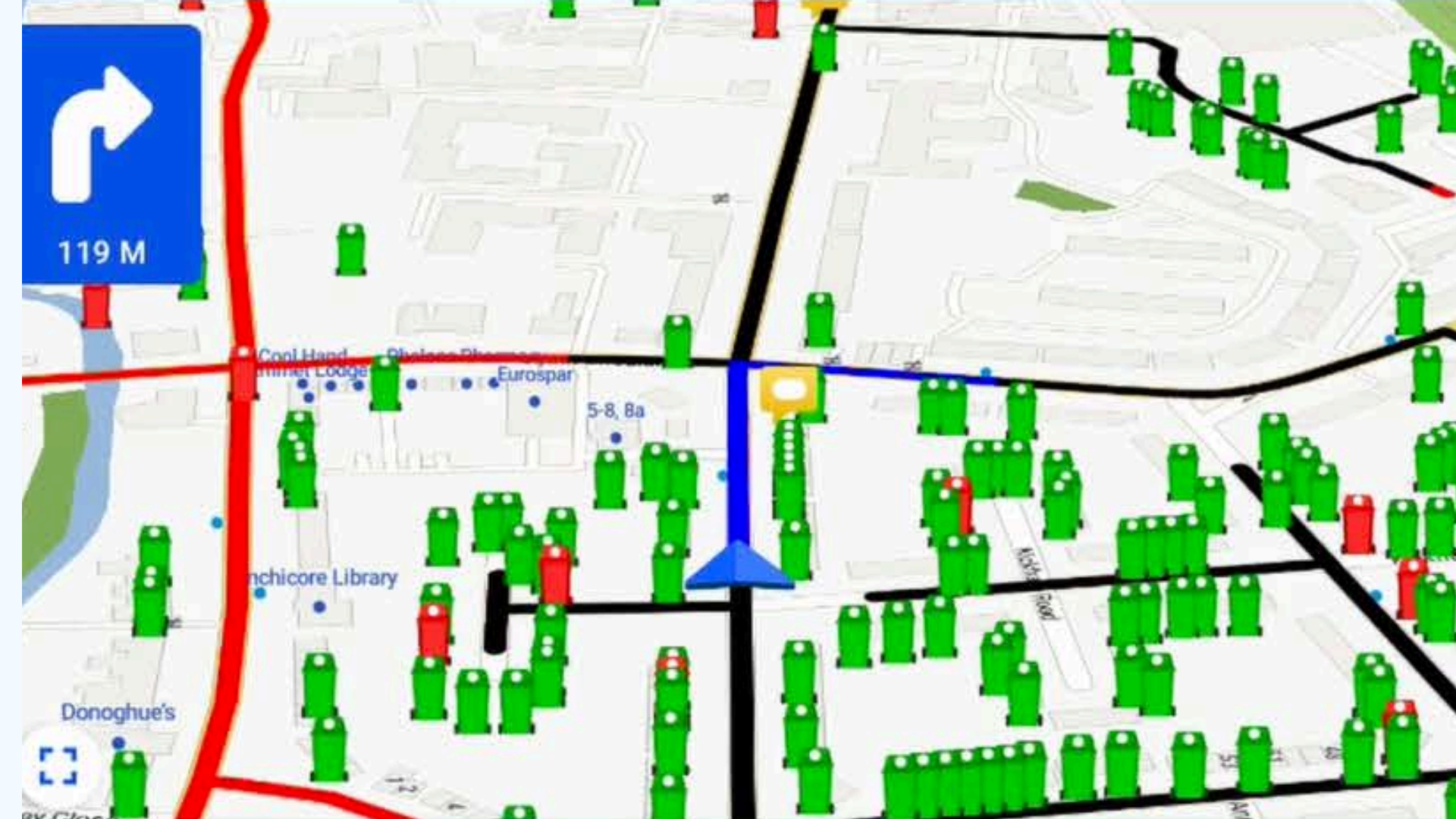
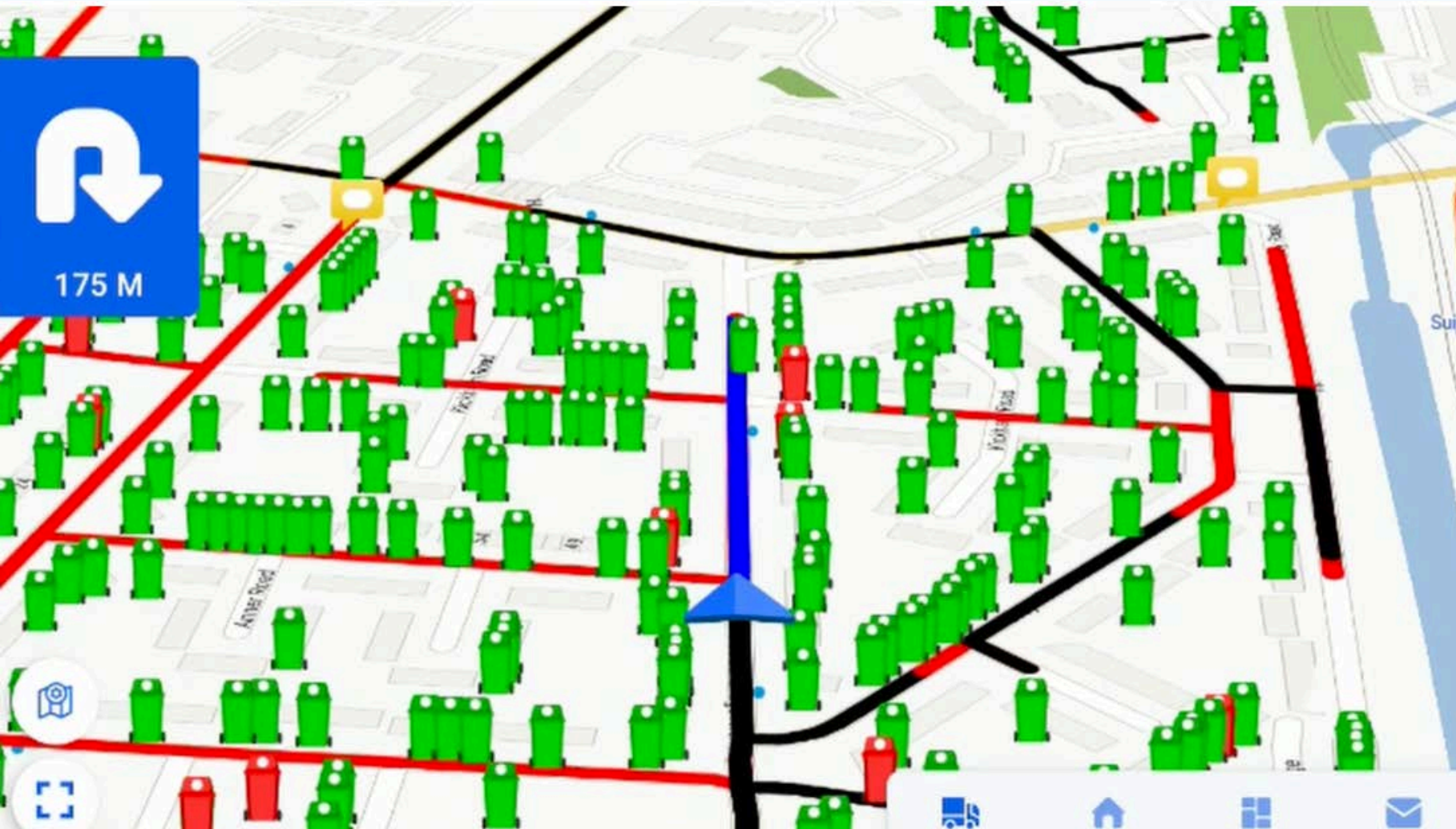
WASTENAV
by WIS



Your On Board Dashtop Computer

- Turn by Turn Route Navigation system
- Routes will be built by GPS track
- Stop Locations will come from a import of customer locations

TURN BY TURN ROUTE NAVIGATION

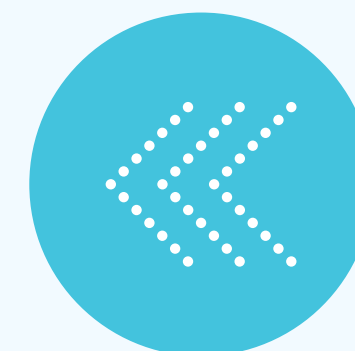


5000 COLLECTION POINTS PER ROUTE

MANUALLY EDIT ROUTES

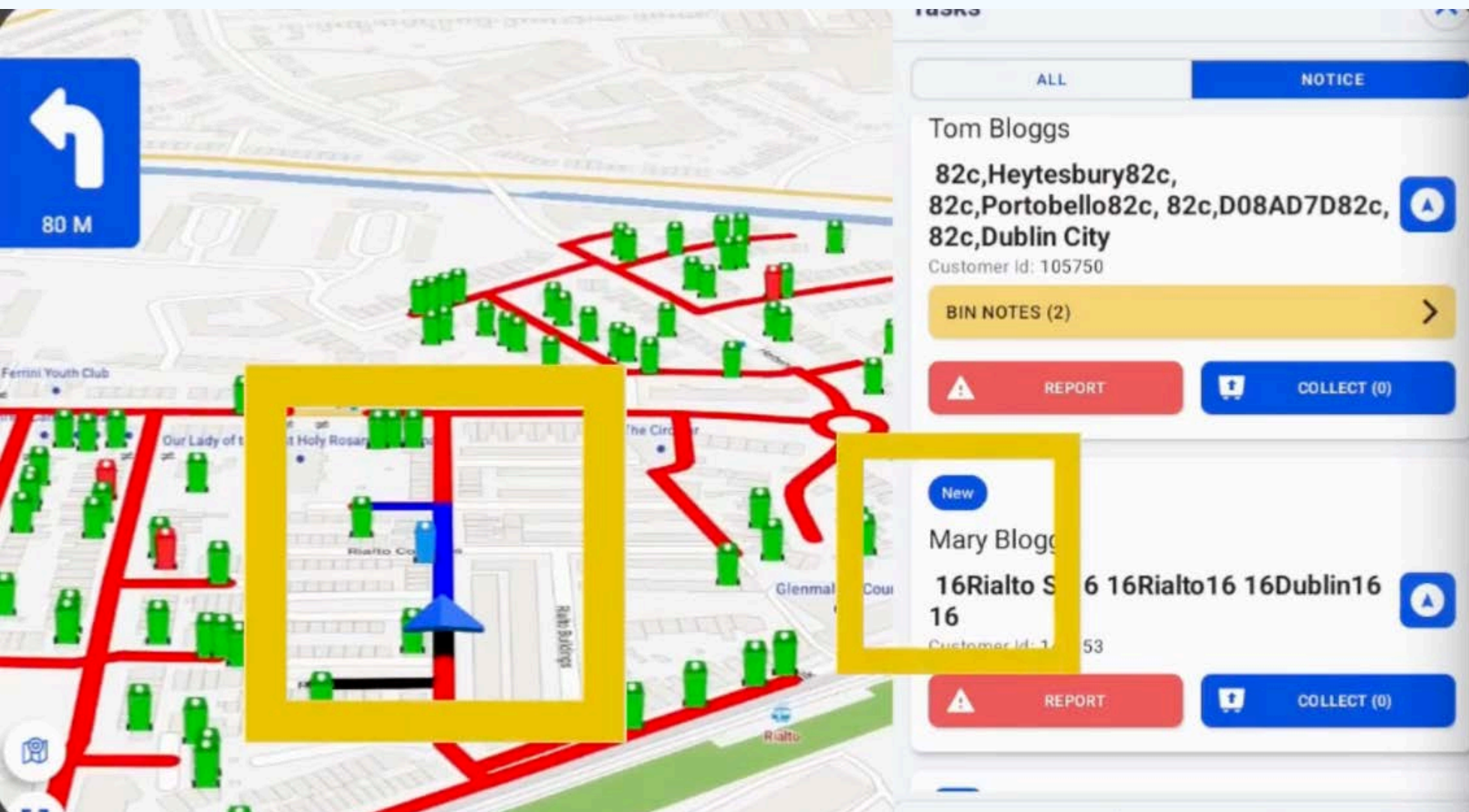
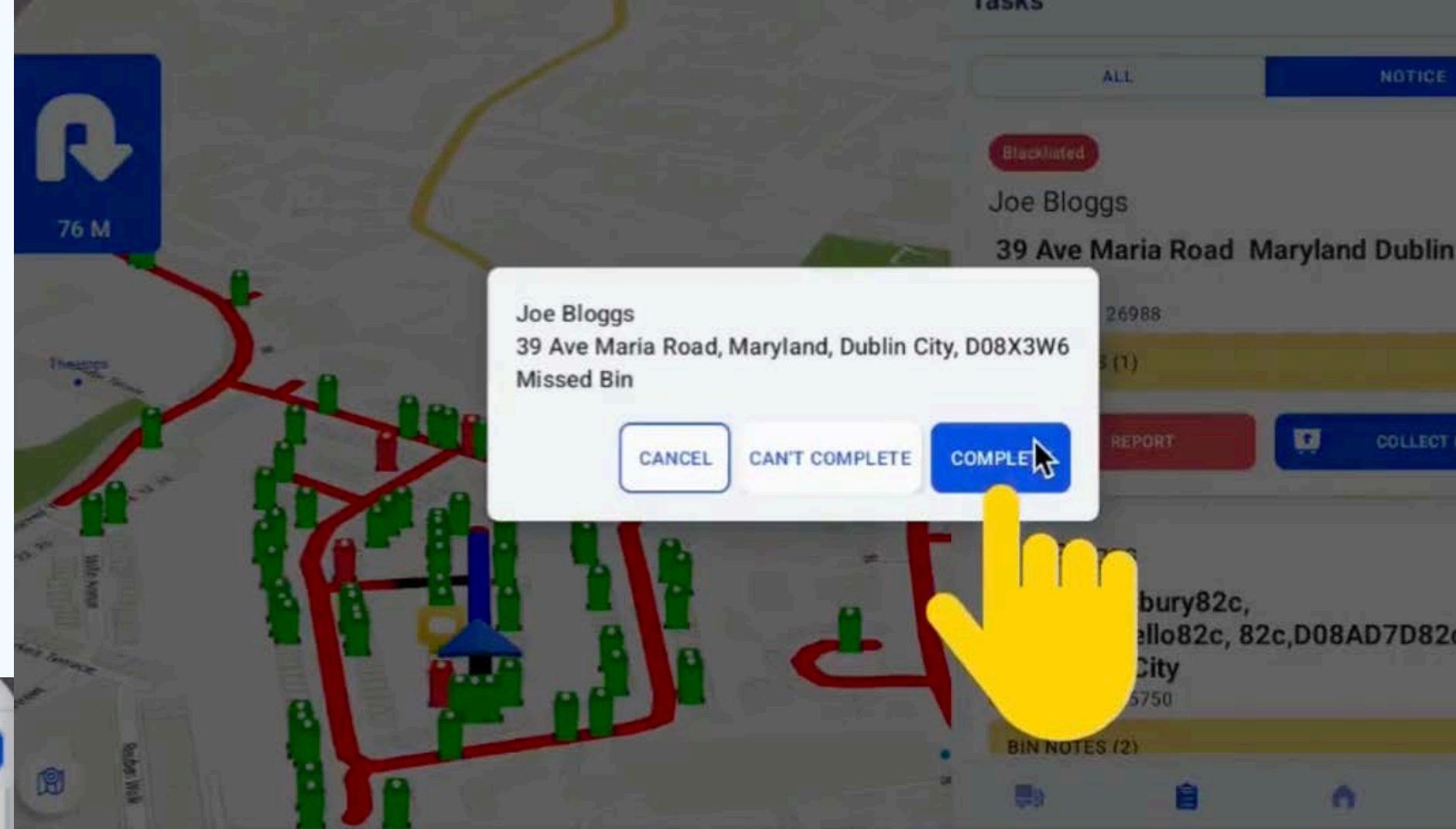


The screenshot displays the 'CLOYNE FRI RURAL SPLIT' route management page. The top navigation bar includes 'Domestic', 'Commercial', 'Binman', 'Skips', 'Operations', 'Marcom', 'Reports', 'Accounts/Admin', 'Tickets', and 'Weighbridge'. The main panel shows route details for 'Waste, Recycling' with options for 'Print', 'Small Icons', 'Zones', and 'Add Temp Zones'. A map shows a blue route through the Clonmole area. A settings panel on the right includes fields for 'Route Name', 'Default Vehicle used', 'Default Driver', 'Default Helper', 'Default Helper 2', 'Max Capacity Weight', 'No. of Collectors per Vehicle', 'Notes', 'Collection Days Editable', 'Shift Start Time', 'Shift Pattern Used', 'Include in Auto-optimisation', and 'Available to collect missed bins'.



EASILY ASSIGN/EDIT SERVICE AREA ZONES

CUSTOMER COLLECTION NOTES



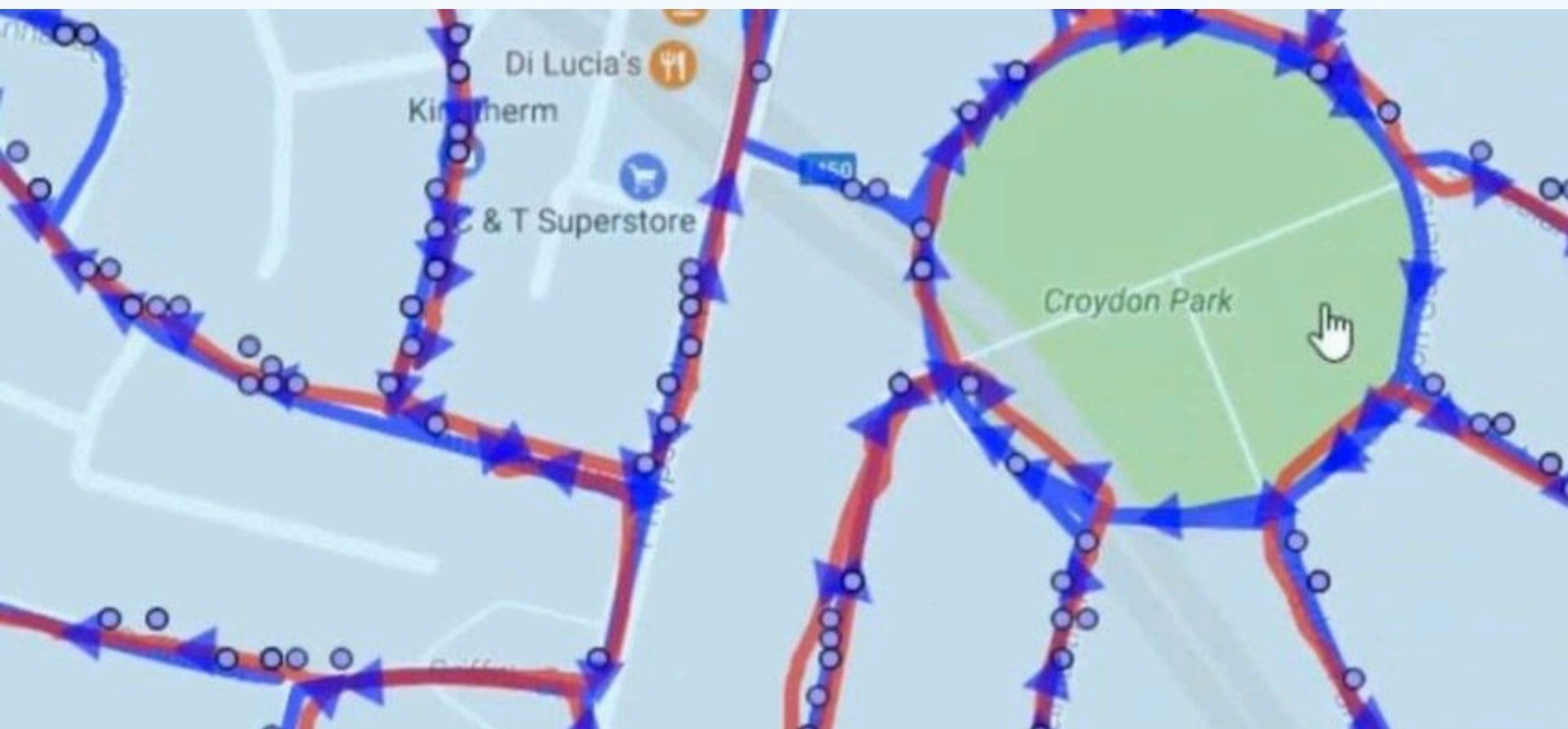
HIGHLIGHT NEW STOPS/CUSTOMERS

WIS 2024 | Waste Innovation Systems

ACCOUNT PAYMENT STATUS



*only available with advanced plan



OPTIMIZATION TOOLS

*only available with advanced plan

WIS NAVIGATOR *PREMIUM*

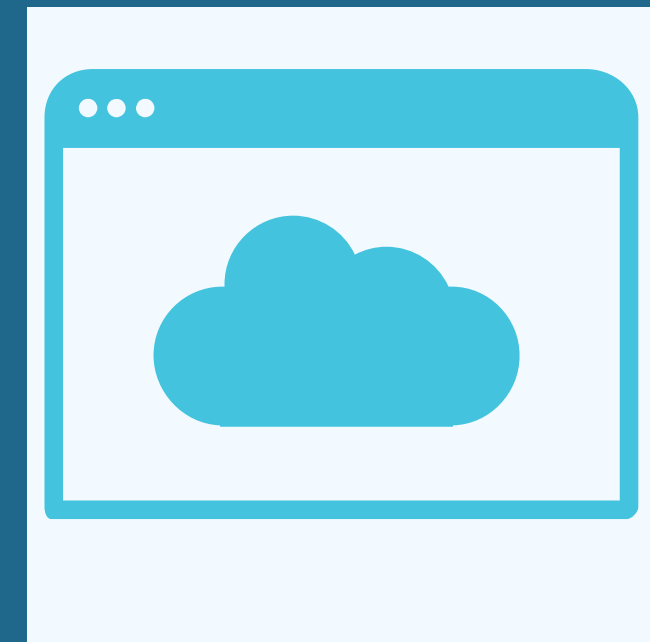
ADDED FEATURES



TRUCK SAFETY
CHECKLIST



STAFF
TIMEKEEPING



CLOUD BASED
CONTROL PANEL

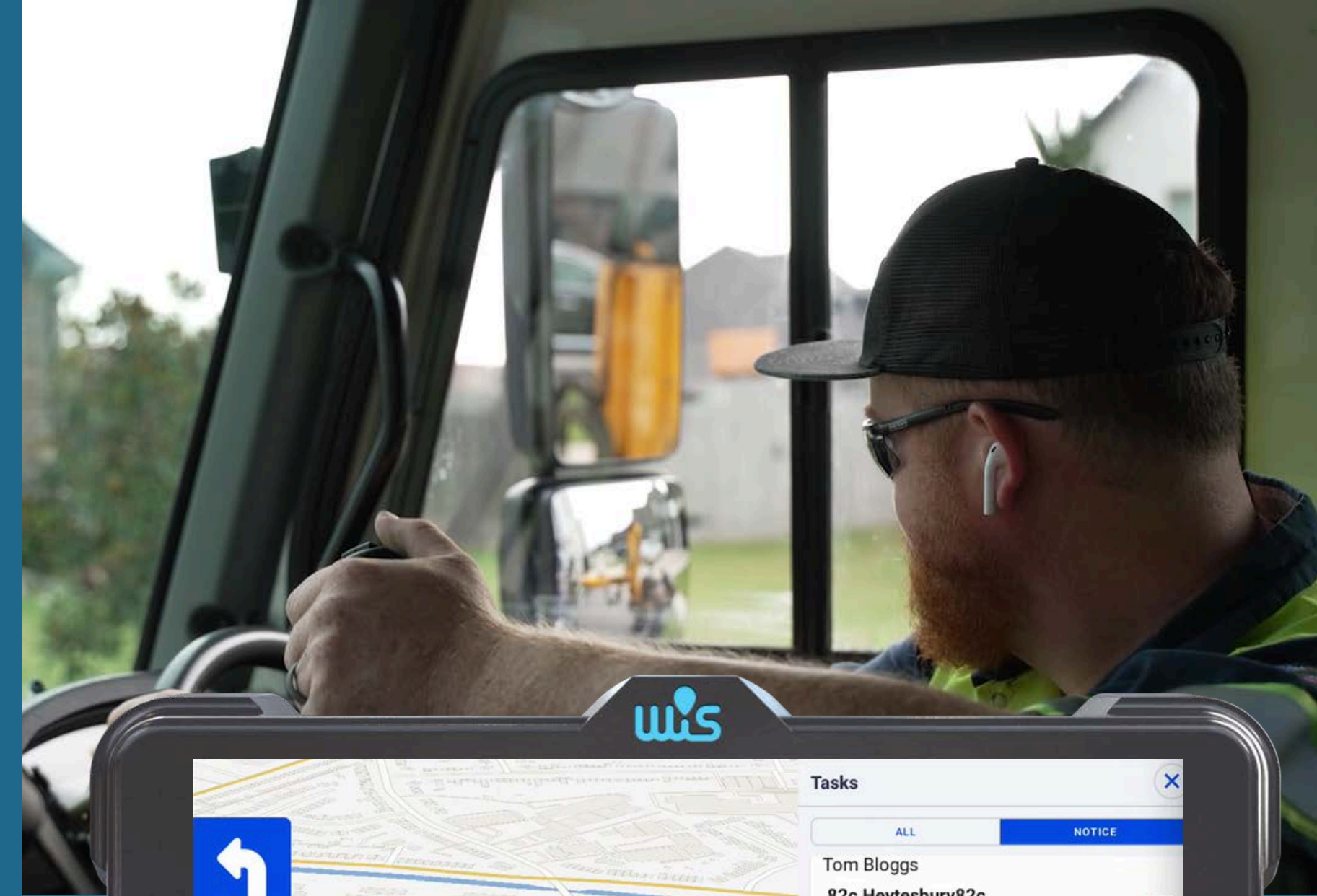


WASTENAV

by WIS

ON BOARD COMPUTER

- Full warranty once paying monthly fee
- Comes with mobile data sim card
- Powered from the truck & is turned on and off by the ignition of the truck.
- Auto logs into the correct route for that day, the driver doesn't have to do anything only follow the screen



HM Government
G-Cloud
Supplier



CLIENT OVERVIEW



CITY OF LONGVIEW (TX)

Location: Texas

Trucks: 20

The City Of Longview (Texas) is the county seat of Gregg County and is situated in East Texas where interstate 20 and US Highway 80 & 259 converge.

The city population is 82,000 (approx.) with the metropolitan population above 220,000 (approx.). Longview is the principal city of the Longview metropolitan statistical area which comprises Gregg, Upshur and Rusk counties.

The city uses WIS Navigator OS to operate its daily route collections. The system has been in place since 2018. In its first year of service, the WIS platform helped to reduce missed carts by 85%.



CLIENT OVERVIEW



ECUA

Country: USA

Trucks: 140

ECUA (Emerald Coast Utilities Authority) provides water, wastewater, and sanitation services to Escambia County and the City of Pensacola.

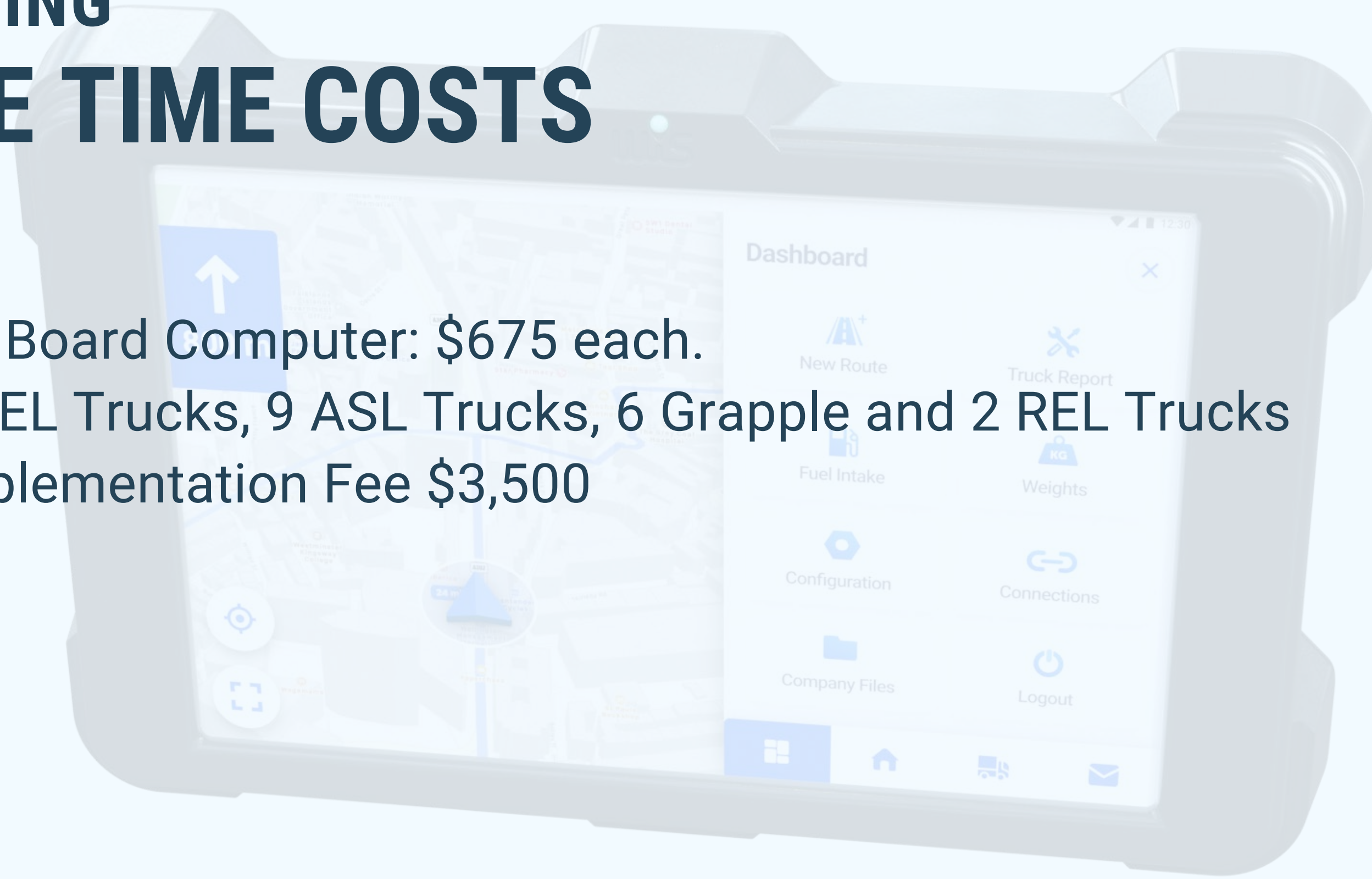
It was originally created to own, manage, finance, promote, improve and expand the water and wastewater systems of Escambia County and the City of Pensacola. In 1992, ECUA began offering sanitation services in Escambia County. On June 29, 2004, ECUA's name was officially changed to Emerald Coast Utilities Authority. In 2019, the ECUA moved to WIS with the implementation of WIS Navigator OS and WIS Residential OS.

PRICING

ONE TIME COSTS

On Board Computer: \$675 each.

9 FEL Trucks, 9 ASL Trucks, 6 Grapple and 2 REL Trucks
Implementation Fee \$3,500



PRICING

MONTHLY RECURRING COSTS

- Advanced Turn by Turn Route Navigation system: \$95 per month, per truck. Includes mobile data and all features
- 9 FEL Trucks, 9 ASL Trucks, 2 REL Trucks



WE'RE ROUTING FOR YOU!

OUR CONTACT DETAILS

USA

44144 LAKE VIEW DRIVE, EL-
MACERO, DAVIS, CALIFORNIA
95618, USA

SCOTT FISHER
904-703-3625

EUROPE

KILLEENS, NEW LINE RD,
WEXFORD, IRELAND

+353 539 100 100

SUPPORT@WISWM.COM
WISWM.COM



WIS Pricing



Waste Innovations Systems, Inc.
1606 Headway Circle Austin, TX, 78754 US

WIS Modules	No Required	Service charge / month	Notes	Total
Residential		0.15	per cust, base price of 150	0
Commercial	1,500	0.55	per cust, base price of 150	975
Scalehouse - excl scale provider costs		250	per site	0
Roll Off Management	4	50	per truck, base price of 150	350
				<u>1325</u>
Connect Products				
PBX / IVR - automated phone system		250		0
Mobile Messaging Centre	usage	0.035	per sms	0
Bulk Email Sending		0.001	per cust, base price of 10	0
Website Sign up & Customer Portal	1500	0.01	per cust, base price of 150	165
Website Roll Off Ordering	4	25	per truck, base price of 100	200
External API connections		250	per API month	0
Internal API requests		250	per API month	0
Database access for advance reports		550	per month	0
Mapping/Address Usage	usage	pass through cost		0
Payments				
WIS Card Processing		0.00%	interchange + 0.65% + 0.12 per transaction	0
Non WIS Card processor N/A if using ACH		0.10%	of avg monthly card volume, base price of 250	0
		0	to be discussed	0
App Products				
Cart Delivery APP	1	55	per APP used per month.	55
Navigation APP	18	95	per truck per month	1710
Roll Off Manager APP	4	55	per APP used per month	220
Customer APP	0	0.03	per active apps - base price of 200	0
Camera Service Verification	18	120	per truck per month	2160
Camera Contamination	0	40	per truck per month	0
UHF RFID Truck Scanner	0	55	per truck per month	0
				0 *120pm if not using service verification software, data, warranty and maintenance
Total Recurring Monthly fee				<u>5835</u>
One-Time Costs				
	Units	Rate	Notes	Total
Software Implementation & Setup	1	3500		3500
DX4 In Cab Computer	18	675		12150
Installation Cost per visit	1	1000		1000
Camera Service Verification Camera Sideloader	18	200		3600
Camera Service Verification Camera Rearloader	0	400		0
Camera Service Verification Computer/DVR	18	1400		25200
UHF Mobile Scanner for Cart Delivery App	0	1250		0
UHF RFID Truck Scanner	0	2750		0
Total One Time Costs				<u>45450</u>
First Payment				<u>\$51,285</u>

Terms:
 Prices are in USD
 Payment terms, end of month from the date of the invoice. Greater than end of month incurs a 8.5% charge of total recurring charges
 Monthly Purchase order number requesting 150 per request
 US Bureau of Labour Statistics CPI + 1% increases can be applied annually on the 1st of January. Not to exceed 5% Yearly
 Price changes works as follows
 - Recurring fees begin at signature date
 - New Products charged from when they are used/setup
 - Increases or decreases in customer volume based charges are adjusted yearly and take affect from the 1st of January. Increases or decreases that exceed 1,000 domestic customers or 200 commercial will take affect from the next billed month
 - Extra App/Trucks/APIs are charged from the next billed month from when they are active. Removed when deactivated

Customer Information
Billing Name: WIS Waste Innovation Systems
 Billing Address:
 Accounts Payable email:
Signee Name: **Signee Name:**
Signature: **Date:** **Signature:** **Date:**



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2026-47

Agenda Date: 2/17/2026

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 and authorizing execution of a dock space revocable license agreement with Lighthouse Capital Partners Inc. d/b/a Dixie Divers for use of the floating dock at Sullivan Park for a one-year term, with a one-year renewal option; requiring Dixie Divers to conduct quarterly fishing pier cleanups; and providing for an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The City of Deerfield Beach is entering into a partnership with Lighthouse Capital Partners Inc. d/b/a Dixie Divers through a dock space revocable license agreement that will allow Dixie Divers to operate pick-ups and drop-offs for their patrons and passengers at the Floating Dock located at Sullivan Park. As part of the agreement, Dixie Divers will provide the City with a \$4,500 deposit and Dixie Divers will conduct quarterly pier cleanups and maintain full compliance with all cleanup requirements set forth by the Florida Department of Environmental Protection. The License Agreement for the dock space is for a one year term, with an additional one year renewal option. The City may terminate the License Agreement for convenience upon 30 days written notice.

Broward County will retain priority use of the dock located at Sullivan Park. Pursuant to the License Agreement, Dixie Divers, and its employees, customers and visitors, are prohibited from parking their vehicles at Sullivan Park.

Dixie Divers will utilize the dock during operating hours between 8:30 a.m. and 6:00 p.m, with the exception of one mutually agreed upon night dive use per month. The pickup and drop off will be for a 30-minute duration.

Recommendation

Staff is recommending the approval of the License Agreement.

RESOLUTION NO. 2026/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING AND AUTHORIZING EXECUTION OF A DOCK SPACE REVOCABLE LICENSE AGREEMENT WITH LIGHTHOUSE CAPITAL PARTNERS INC. D/B/A DIXIE DIVERS FOR USE OF THE FLOATING DOCK AT SULLIVAN PARK FOR A ONE YEAR TERM, WITH A ONE YEAR RENEWAL OPTION; REQUIRING DIXIE DIVERS TO CONDUCT QUARTERLY FISHING PIER CLEANUPS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Sullivan Park, which is located within the City of Deerfield Beach, contains a Marina that has various boat slips and floating dock space; and

WHEREAS, Section 50-108(b) of the City of Deerfield Beach Code of Ordinances prohibits the operation of a boat for hire, or carrying passengers for money, or contemplating the same, or land or receive such passengers at any dock, wharf, landing place or anchorage in the park jurisdiction, except by authorization and approval of the Parks and Recreation Director; and

WHEREAS, Lighthouse Capital Partners Inc. d/b/a Dixie Divers (the “Licensee”) has requested the temporary use of the Floating Dock located at Sullivan Park, as further depicted in Exhibit “A” (collectively, the “Dock Space”) to the Dock Space Revocable License Agreement, attached and incorporated herein as Exhibit “1”, (the “License Agreement”) solely to pick up and drop off passengers who are partaking in Licensee’s diving and charter boat trips; and

WHEREAS, in exchange for the revocable license to use the Dock Space, Licensee has agreed to perform the required quarterly cleanups of the City’s International Fishing Pier in compliance with applicable law, to comply with certain use limitations concerning the Dock Space, and to pay a \$4,500 security deposit to the City; and

WHEREAS, the License Agreement limits the Licensee’s use of the Dock Space for pickup and drop-off to the hours of 8:30 a.m. to 6:00 p.m., with the exception of one mutually agreed upon night dive use per month, provides the ability for the City to terminate the License Agreement for convenience upon 30 days written notice, and prohibits Licensee, and its employees, customers and visitors, from parking their vehicles at Sullivan Park; and

WHEREAS, City staff recommends approving and authorizing execution of the License Agreement with the Licensee, attached as Exhibit “1,” for a one-year term with the option to renew for one additional one-year term.

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 License Agreement with Licensee, attached as Exhibit “1,” for the use of the Dock Space in accordance with the License Agreement for a one year term, with the option to renew for one additional one-year term.

Section 3. The City Commission hereby authorizes the City Manager to execute the License Agreement with Licensee, 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

**DOCK SPACE
REVOCABLE LICENSE AGREEMENT**

THIS DOCK SPACE REVOCABLE LICENSE AGREEMENT (the “Agreement”) is made and entered into this ____ day of _____, 2026, by and between the City of Deerfield Beach, a municipal corporation of the State of Florida (“Licensor”) and Lighthouse Capital Partners Inc. d/b/a Dixie Divers, a Florida corporation (“Licensee”).

WHEREAS, Sullivan Park, which is located within the City of Deerfield Beach, contains a Marina that has various boat slips and floating dock space; and

WHEREAS, Section 50-108(b) of the City of Deerfield Beach Code of Ordinances prohibits the operation of a boat for hire, or carrying passengers for money, or contemplating the same, or land or receive such passengers at any dock, wharf, landing place or anchorage in the park jurisdiction, except by authorization and approval of the Parks and Recreation Director; and

WHEREAS, Licensee has requested the temporary use of the Floating Dock located at Sullivan Park, as further depicted in the attached Exhibit “A”, (collectively, the “Dock Space”) solely to pick up and drop off passengers who are partaking in Licensee’s diving and charter boat trips; and

WHEREAS, Licensor is willing to provide a temporary revocable license for Licensee to use the Dock Space under the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. ***Recitals.*** The above referenced Whereas clauses are true and correct and made a part of this Agreement.

2. ***Revocable License.*** Licensor grants to Licensee, subject to the terms and conditions herein, a revocable, non-exclusive license (the “License”) to use the Dock Space at Sullivan Park, as more specifically described and depicted on the attached Exhibit “A”, (the “Licensed Area”) ***solely for pick-up and drop off of patrons and passengers*** of Licensee’s business during the hours of 8:30 a.m. to 6:00 p.m., except that the Floating Dock shall not be used by Licensee on Fridays through Sundays at any time while the Floating Dock is being used by the Broward County Deerfield Island Shuttle and Licensee shall coordinate with Broward County and be responsible to ensure Licensee’s use does not conflict with Broward County’s use (the “Permitted Use”). Prior to utilizing the License, Licensee shall provide Licensor with the vessel names, registration documents, boating safety id cards for all operators of the vessels, and licenses for each vessel being docked and operated at the Licensed Area (collectively, the “Vessel Information”). Licensee shall provide prompt written notice to Licensor of any applicable updates to the Vessel Information.

Additionally, the License shall permit Licensee to use the Licensed Area for pick-up and drop off of patrons and passengers in connection with one night dive per month on a day to be approved by Licensor (a “Night Dive Use”). On each day of Night Dive Use of the Licensed Premises, patrons, employees and invitees of Licensee shall be required to vacate the Licensed Premises and Sullivan Park by no later than 10:00 p.m. It is understood that the pickup and drop off will be for a 30 minute duration. Only those vessels for which Licensee provides Vessel Information to the City are permitted to utilize the Licensed Area. Licensee is prohibited from storing any vessels, equipment, fuel or other supplies overnight and shall only utilize the Dock Space during the hours of operation set forth above.

3. ***Quarterly Pier Cleanups and Security Deposit.*** As consideration for the License, Licensee shall perform quarterly cleanups of the Deerfield Beach International Fishing Pier (the “Pier”) and the water areas immediately adjacent to the Pier to remove all debris on the Pier, in the water, entangled in the pilings, and on the sea floor (within a 50-yard radius of the Pier) in compliance with applicable law (each is a “Quarterly Pier Cleanup”). As part of each Quarterly Pier Cleanup, Licensee shall report the amounts and types of debris recovered to the Florida Department of Environmental Protection with (marineturtle@myfwc.com) copied. Licensee shall conduct four Quarterly Pier Cleanups during each year of this Agreement, and the first four Quarterly Pier Cleanups shall be performed by Licensee on or before February 28, 2026, June 30, 2026, August 31, 2026, and November 30, 2026, respectively, on specific dates and times mutually acceptable to Licensee and Licensor. Licensee shall pay a Security Deposit in the amount of \$4,500.00 to Licensor, which shall be retained by Licensor and may be used by Licensor to cover any costs incurred by Licensor (i) as a result of Licensee’s failure to timely perform the Quarterly Pier Cleanups as required by this Agreement, or (ii) in connection with damages to the Licensed Area or areas adjacent to the Licensed Area caused by Licensee or Licensee’s employees, agents, customers or invitees. Prior to Licensor’s use of the Security Deposit, Licensor shall provide written notice to Licensee of Licensor’s intent to use the Security Deposit and 5 calendar days for Licensor to cure the damage to the Licensed Area or areas adjacent to the Licensed Area or the failure to timely perform the Quarterly Pier Cleanup, provided however that if the Licensor’s City Manager determines that the damages pose an immediate threat to persons or property, Licensor may use the Security Deposit immediately upon written notice to Licensee.

4. ***Taxes.*** Licensee shall be responsible and liable for any and all federal, state and local taxes as a result of the use of the Licensed Area and activities covered by the License and Agreement. Failure to remit taxes when notified by any federal, state or local authority that such are overdue shall constitute a breach of this License for which the Licensor may exercise any remedy available to it by law or as provided herein, including but not limited to termination of the License and this Agreement.

5. ***Term.*** This Agreement and the License shall commence upon execution by the Licensor and the Licensee and shall continue for a period of one (1) year thereafter, unless the License is revoked and this Agreement is terminated earlier as provided herein (the “Term”). Prior to the end of the Term, the Licensor and Licensee may extend the Term for one additional one year period provided that all terms and conditions remain the same and both parties agree to such renewal in writing.

6. ***Licensee's Operations at Licensed Area.***

- a) Licensee, at Licensee's sole expense, shall maintain the Licensed Area in a neat and orderly appearance at all times when utilizing the Licensed Area and shall clear all debris from the Licensed Area on a periodic basis during each day of use, and again at the close of each business day of Licensee's use.
- b) Licensee shall only use the Licensed Area for the Permitted Use and for no other purpose.
- c) Licensee shall ensure that no noxious odors are disseminated from vessels and License Area and Licensee shall adhere to all industry best practices regarding the mitigation of noxious odors.
- d) Licensee shall not fuel the vessels at the Licensed Area, and shall not store any fuel at or within the Licensed Area or on the Licensee's vessels while docked at the Licensed Area.
- e) Licensee shall be solely responsible for the management of its business operations, safety protocols and safeguards, and overseeing the boarding and disembarking of its customers and visitors.
- f) Licensee shall ensure that its employees, customers and visitors do not park their vehicles at Sullivan Park or linger within the Licensed Area after their respective charter with Licensee has concluded. Licensee shall advise its employees, customers and visitors that they are prohibited from utilizing the parking spaces at Sullivan Park.
- g) Licensee shall not conduct any maintenance, cleaning, or repair of its vessels within the Licensed Area.

7. ***Damage and Destruction.*** Licensee shall not permit or cause any damage to the Licensed Area or to the adjacent real property. If Licensee becomes aware that the Licensed Area has been damaged, destroyed or deteriorated in whole or in part by fire, casualty, obsolescence, or any other cause, and whether or not such destruction or damage is covered by any insurance policy, Licensee shall provide Licensor with immediate notice thereof, and Licensee shall coordinate with Licensor regarding potential restoration. If Licensee causes any damage to the Licensed Area or to any real or personal property within Sullivan Park, Licensee shall, at Licensee's expense, restore the damaged real property or personal property to the condition that existed prior to damage caused by Licensee. If Licensee fails to repair and restore the damaged property as required herein, upon five days written notice from Licensor, Licensor may, but is not obligated to, restore the damaged property and Licensee shall be responsible for paying Licensor for all of Licensor's costs incurred in repairing or restoring the subject property.

8. **Insurance.** Throughout the Term of this Agreement, Licensee shall maintain, at its own expense, Public Liability Insurance/Commercial General Liability Insurance covering the Licensed Area and property adjacent to the Licensed Area, and Licensee's use of the Licensed Area, as well as covering bodily injury and coverage for all vessels and equipment utilized for Licensee's operations under this Agreement in the minimum amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Licensee shall also provide Commercial Marine Liability Insurance covering Licensee's vessels, the Licensed Area and property adjacent to the Licensed Area and covering claims for property damage and for bodily injury in an amount not less than One Million Dollars (\$1,000,000.00) combined single limit. All such insurance coverages shall name the City of Deerfield Beach, Florida, the Deerfield Beach Community Redevelopment Agency (the CRA"), their respective elected officials, officers, employees, and agents, as an additional insured and shall provide that Licensor will receive notice of any cancellation or change in coverage. Licensee shall furnish Licensor with proof of all required insurance coverages prior to the Licensee's use of the Dock Space. Any lapse of this coverage during the Term of this Agreement shall be grounds for immediate termination of this Agreement by the Licensor. The Licensor reserves the right to request additional insurance coverage during the term of this Agreement.

In addition, Licensee shall maintain, at its own expense, throughout the term of this Agreement, Pollution Liability Insurance in an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, and such coverage shall include claims for bodily injury, property damage (loss of use), cleanup costs, and environmental damage arising from the discharge, dispersal, release, or escape of fuel, pollutants or contaminants related to the Licensee's business operation and use of Licensee's vessels. The Pollution Liability Insurance policy shall name the City of Deerfield Beach, Florida, and the CRA as additional insureds.

9. **Indemnification/Waivers.** In consideration for the use of the Licensor's Dock Space, and Licensor entering into this Agreement and other good and valuable consideration, Licensee shall indemnify, defend, and hold harmless the Licensor, the CRA, and their respective elected officials, employees, and agents from and against any and all claims, suits, actions, damages, or causes of action arising for any personal injury, loss of life or damage to property sustained by reason of, arising from, or relating to the Licensee's use of the Licensed Area or Sullivan Park or by the actions of Licensee's officers, agents, employees, and/or invitees. Such obligation to indemnify, defend, and hold harmless shall continue notwithstanding any negligence or comparative negligence on the part of the Licensor relating to such loss or damage and shall include all costs, expenses and liabilities incurred by the Licensor in connection with any such claim, suit, action or cause of action, including the investigation thereof and the defense of any action or proceeding brought thereon and any order, judgment or decree which may be entered in any such action or proceeding or as a result thereof. These indemnification provisions shall survive the expiration or earlier termination of this Agreement. Nothing in this Agreement shall be deemed or treated as a waiver by the Licensor of any immunity to which it is entitled by law, including but not limited to the Licensor's sovereign immunity as set forth in Section 768.28, Florida Statutes.

Licensee's employees and agents designated by Licensee to use the Dock Space shall sign a waiver, in a form acceptable to the City Attorney, releasing the Licensor and the CRA from any and all liability relating to (i) any personal injuries sustained within the Licensed Area or within Sullivan Park or any personal injuries sustained while participating in Licensee's activities, and (ii) any damages or losses regarding Licensee's employees, agents, or customers personal property within Sullivan Park or the Licensed Area. The waivers shall be submitted to Licensor prior to Licensee's employees or agents utilizing the Dock Space. In addition, Licensee shall require all customers who may be picked up or dropped off at the Dock Space to sign a waiver, in a form acceptable to the City Attorney, releasing the Licensor and the CRA from any and all liability relating to any personal injuries sustained within the Licensed Area or within Sullivan Park, or while on Licensee's vessels. Said waivers are a prerequisite to Licensee being able to utilize the Licensed Area to pick up or drop off Licensee's customers and shall be submitted to Licensor at the end of business day.

10. ***As-Is Condition.*** LICENSEE ACKNOWLEDGES AND AGREES THAT THE LICENSED AREA, AND ALL COMPONENTS THEREOF, ARE BEING LICENSED IN AN "AS-IS," "WHERE-IS" CONDITION, "WITH ALL FAULTS" RELATING TO THE PHYSICAL CONDITION OF THE LICENSED AREA AND SPECIFICALLY AND EXPRESSLY WITHOUT ANY WARRANTIES, REPRESENTATIONS OR GUARANTIES AS TO THE PHYSICAL CONDITION OF THE PREMISES AND LICENSED AREA, EITHER EXPRESS OR IMPLIED, OF ANY KIND, NATURE, OR TYPE WHATSOEVER FROM OR ON BEHALF OF THE LICENSOR.

11. ***Responsibility for Vessels and Equipment.*** Licensee shall be solely responsible for Licensee's vessels, and equipment and maintenance of the vessels to be located in the Licensed Area, and any costs associated therewith at all times during this Agreement, including but not limited to operation and repair costs.

12. ***Emergencies.*** If an emergency situation arises with respect to the Licensed Area and/or the area immediately surrounding the Licensed Area, or any condition thereof, that presents an imminent threat to the health or safety of persons or property, the Licensor shall make reasonable efforts to provide telephone and email notice to the Licensee's Contact Person. If, following that notice, Licensee fails to take timely action to address and correct the emergency situation, and allowing the emergency situation to continue would pose an imminent threat to health or safety to persons or property, Licensor may undertake such actions as are necessary to eliminate the emergency conditions and Licensor shall be entitled to recover its costs incurred from Licensee to remedy the conditions to the extent the conditions were caused by Licensee, or its employees, agents or invitees. For the purposes of this Paragraph, Licensee's Contact Person shall be Michelle Russell; telephone number (954) 540-2999 (cell) and e-mail address: michelle@dixiedivers.com. In the event Licensee desires to change the Licensee's Contact Person or contact information, Licensee shall provide such change in writing to the City's Director of Parks and Recreation Greg Warner (email gwarner@deerfieldbeachfl.gov).

13. ***Compliance With Applicable Laws.*** Licensee shall comply with all federal, state, and local laws applicable to the Licensed Area and Licensee's business operations, including its vessels, vessel safety and maintenance of its vessels, including but not limited to Chapter 327, Florida Statutes. Licensee shall perform its services and operate its business without regard to race, color, national origin, sex, religion, political affiliation or gender, and as otherwise provided by applicable law.

14. ***No Assignment.*** Licensee shall not assign or transfer this Agreement without the prior written consent of the Licensor, which may be withheld in Licensor's sole discretion.

15. ***Restoration of Property.*** Upon written notice from Licensor during the Term, and within 5 calendar days after the expiration or termination of this Agreement, Licensee shall remove, at its expense, all vessels, vehicles, equipment, or other obstructions within Sullivan Park or within the Licensed Area, caused by Licensee or Licensee's employees, agents or invitees (the "Encroachments"), and shall restore Sullivan Park and the Licensed Area to the same condition as existed prior to Licensee's use of the Licensed Area and the use or placement of any Encroachments thereon; and if Licensee fails to comply with this condition, Licensor shall have the right to remove such Encroachments without notice, and charges for removal of the Encroachments and restoration of the affected areas shall be borne by Licensee and payable to Licensor by Licensee.

16. ***Termination for convenience.*** Licensor may terminate this Agreement for convenience upon thirty (30) days advance written notice to the Licensee. Notice shall be sent by certified mail, return receipt requested, to the address set forth in the Notices section. If Licensor elects to terminate this Agreement or upon expiration of this Agreement, the Licensor shall return any unused portion of any security deposit paid by Licensee, unless it is necessary to be retained by the Licensor to address damages caused to any facilities or equipment owned or operated by Licensor.

17. ***Termination for Cause or Life/Health Safety Issues.*** The breach of any provision of this Agreement by the Licensee and/or persons under Licensee's supervision or control, will be cause for termination of this License by the Licensor, in the event of a breach and failure to correct the breach within three calendar days written notice of the breach. Notwithstanding anything in this Agreement to the contrary, this Agreement may be terminated by Licensor without notice in the event the Licensor's City Manager determines, in the City Manager's reasonable discretion, that there is a threat to the public health or safety by continuing with this Agreement. The Licensor shall not be liable to Licensee for any losses incurred by reason of such termination.

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

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

Copy to: Anthony Soroka, City Attorney
2255 Glades Road, Suite 200E
Boca Raton, FL 33431

Licensee: Michelle Russell, Dixie Divers
455 S. Federal Highway
Deerfield Beach, FL 33441

19. **Background Checks.** In accordance with Section 38-140 of the Deerfield Beach Code of Ordinances, Licensee shall conduct background checks on all of Licensee's officials, agents, and employees, who will be utilizing the Licensed Area while it is opened to the public and maintain these records in its personnel files. The background checks shall be completed on an annual basis and prior to any such employee's access to the Licensed Area. Upon request by the Licensors, Licensee shall provide an executed affidavit certifying that background checks have been completed for such employees in accordance with this Section.

20. **Miscellaneous.**

(a) **Applicable Law and Venue.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. Any action, whether at law or in equity, shall be initiated in Broward County, Florida. The Parties voluntarily waive any right to trial by jury in the event of litigation between the Parties that in any way arises out of this Agreement. **THE PARTIES EXPRESSLY WAIVE ALL RIGHTS TO TRIAL BY JURY FOR ANY DISPUTES ARISING FROM OR IN ANY WAY CONNECTED WITH THIS AGREEMENT.** The parties understand and agree that this waiver is a material contract term.

(b) **Authority to Bind.** The individual executing this Agreement on behalf of Licensee is a duly authorized representative of the Licensee, and has the authority to execute and bind Licensee to this Agreement. This Agreement shall be binding upon the Licensee's legal representatives, successors, transferees and assigns.

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

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

(e) *No Leasehold Interest.* Licensor and Licensee acknowledge and agree that no leasehold or other interest in the Licensed Area, or Sullivan Park is conferred upon the Licensee under the provisions of this Agreement.

(f) *Noncoercion Affidavit.* In accordance with Section 787.06(13), Florida Statutes, as Licensee is a nongovernmental entity, Licensee is required to attest that it does not use coercion for labor or services. At the time of execution of this Agreement, License shall execute and submit the required Non-coercion Affidavit to the City.

(g) *No Waiver.* Failure of Licensor to declare any default immediately upon occurrence thereof, or delay in taking any action in connection therewith, shall not waive such default, but Licensor shall have the right to declare any such default at any time and take such action as might be lawful or authorized hereunder, at law and/or in equity. No waiver of any term, provision, condition or covenant of this Agreement by Licensor shall be deemed to imply or constitute a further waiver by Licensor of any other term, provision, condition or covenant of this Agreement.

(h) *Entire Agreement.* This Agreement, and all attachments and documents referenced herein, supersedes all previous contracts concerning the subject matter herein, and constitutes the entire agreement between the parties regarding the subject matter hereof. As between the parties, no oral statements or prior written material not specifically referenced in this Agreement will be of any force and effect. The parties acknowledge that they have not relied upon any statement, representation, prior written or prior or contemporaneous oral promises, agreements or warranties except such as are expressed herein.

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**DOCK SPACE
REVOCABLE LICENSE AGREEMENT**

IN WITNESS WHEREOF, the parties hereunto set their hands and seals the day and year first above written.

LICENSOR

City of Deerfield Beach, a municipal corporation of the State of Florida

ATTEST:

Heather Montemayor, City Clerk

By: _____
Rodney Brimlow, City Manager

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

ATTEST :

LICENSEE

Lighthouse Capital Partners, Inc.
d/b/a Dixie Divers

Corporate Secretary

By: _____
Signature

Title: _____

Print Name: _____

EXHIBIT "A"
LICENSED AREA

The Licensed Area is the area within the white box depicted below and denoted as the "Floating Dock".





City of Deerfield Beach

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

Face Sheet File Number: I.D. 2026-32

Agenda Date: 2/17/2026

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 and authorizing execution of a professional services agreement with Sievers & Associates, LLC, in an amount not to exceed \$75,000.00 to provide public safety transition consulting services on an as needed basis to assist with the transition of fire rescue services; and providing for an effective date. (Funds from Account #100-200-210-2100-000-52100-503299 - Other Contractual Services)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: Not to exceed \$75,000

Account Name: Other Contractual Services

Account Number: 100-200-210-2100-000-52100-503299

Background/History

The Office of Public Safety requests commission approval of a Professional Services Agreement to retain an experienced public safety executive consultant to provide strategic advisory and implementation support for the City's transition from BSO provided fire rescue services to a fully integrated, stand-alone municipal fire rescue department. This engagement will support planning, organization, implementation and transition activities to ensure uninterrupted emergency response, regulatory compliance, fiscal stewardship, and long-term organizational sustainability.

The consultant will serve as a senior-level advisor with direct access to the Director of Public Safety and executive leadership, providing independent, experience-based guidance grounded in nationally recognized best practices for municipal fire rescue governance, emergency management integration and organizational change management. Services will be advisory and implementation-focused and will not duplicate existing staff functions.

Current Activity

The transition represents a complex public safety initiative involving governance, organizational systems, leadership frameworks, and emergency management integration. Retaining specialized executive expertise is critical to mitigating operational, fiscal, labor, and reputational risks while supporting city leadership and the incoming Fire Department Chief during this critical period.

Key benefits include the preservation of uninterrupted emergency response services, strengthened executive decision-making, reduced transition risk, accelerated organizational stabilization, and

enhanced support for new department leadership. The proposed engagement is time-limited, cost-controlled, and essential to ensuring a successful and sustainable transition to a municipally operated fire rescue department. The services will be provided on an as needed basis at an hourly rate of \$75 per hour in an amount not to exceed \$75,000.

Recommendation

Approval is recommended.

RESOLUTION NO. 2026/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING AND AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH SIEVERS & ASSOCIATES, LLC, IN AN AMOUNT NOT TO EXCEED \$75,000.00 TO PROVIDE PUBLIC SAFETY TRANSITION CONSULTING SERVICES ON AN AS NEEDED BASIS TO ASSIST WITH THE TRANSITION OF FIRE RESCUE SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on January 20, 2026, the City Commission voted to proceed with transitioning police and fire services from the Broward Sheriff’s Office (“BSO”) and establishing City police and fire rescue departments; and

WHEREAS, the City’s Office of Public Safety (the “Office”) is coordinating and overseeing the transition of fire rescue services from BSO to a fully integrated, stand-alone municipal fire rescue department (the “Transition”); and

WHEREAS, the City desires to retain a consultant to provide strategic advisory and implementation support for the Transition, including assistance with the planning, organization, implementation and transition activities to ensure uninterrupted emergency response, regulatory compliance, fiscal stewardship, and long-term organizational sustainability related to the fire rescue services Transition (collectively, the “Services”); and

WHEREAS, Richard Sievers of Sievers & Associates, LLC (“Sievers”) has over 40 years of experience in fire rescue services and emergency management and is uniquely familiar with the City of Deerfield Beach’s operations and organization; and

WHEREAS, Section 38-116(3)(c)(1) of the City Code allows for the direct acquisition of professional services, such as those to be provided by Sievers, to be made without utilizing a sealed competitive method or written quotations method provided that such acquisitions of \$30,000.00 or greater require City Commission approval; and

WHEREAS, Sievers submitted a proposal with a scope of services to the Office to provide professional public safety advisory consulting services for the Transition at the rate of \$75 per hour, which the Office finds to be fair and reasonable; and

WHEREAS, City staff recommends approving and authorizing execution of the professional services agreement with Sievers, attached and incorporated herein as Exhibit “1,” (the “Agreement”) for the Services in an amount not to exceed \$75,000.00 for a one-year term with the option to renew for one additional one-year term; and

WHEREAS, the City Commission finds it to be in the best interest of the City to approve and authorize execution of the Agreement with Sievers, attached as Exhibit “1,” in an amount not to exceed \$75,000.00.

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

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

Section 2. The City Commission hereby approves the Agreement with Sievers, attached as Exhibit “1,” for the Transition Services in a total amount not to exceed \$75,000.00.

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

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is made and entered into as of February __, 2026 (the “Effective Date”) by and between the City of Deerfield Beach, Florida, a municipal corporation of the State of Florida (“City”) and Sievers & Associates, LLC, a Florida Limited Liability Company, (“Consultant”) with each being referred to herein as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, the City desires to retain Consultant to provide public safety consulting services to assist the City with the planning, organization, implementation, and transition from a Broward Sheriff’s Office provided fire rescue service delivery model to a fully integrated, standalone municipal fire rescue department; and

WHEREAS, Consultant is engaged in the business of providing such consulting services and is willing to provide those services to the City.

NOW, THEREFORE, in consideration of the promises made herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Consultant hereby agree as follows:

1. **TERM.** This Agreement shall commence on the Effective Date and shall continue for a one (1) year period (the “Term”), unless earlier terminated in accordance with the provisions of Section 6 of this Agreement. The Term of this Agreement may be renewed by the City for one additional one year renewal period by providing written notice of the renewal to Consultant at least 14 days in advance of the expiration of the initial Term.
2. **SERVICES.** During the Term of this Agreement, Consultant shall serve as an independent contractor to City and shall provide strategic public safety assistance relating to the City’s transition to a municipal fire-rescue department, as more specifically set forth in the Scope of Services attached and incorporated herein as Exhibit “A” on an as needed basis (collectively, the “Services”).
3. **COMPENSATION.** In consideration of Consultant providing the Services under this Agreement, City shall compensate Consultant based on an hourly rate of \$75 per hour in a total amount not to exceed \$75,000.00, which amounts shall be accepted by Consultant as full compensation for all such Services. It is acknowledged and agreed by Consultant that this amount is the maximum payable and constitutes a limitation upon the City’s obligation to compensate Consultant for its Services related to this Agreement. All Services performed shall be invoiced to the City at the end of each calendar month for services provided during that month. The City shall pay all proper invoices received in accordance with the Local Government Prompt Payment Act in Chapter 218, Part VII, Florida Statutes.

4. INDEPENDENT CONTRACTOR. During the term of this Agreement, Consultant shall be an independent contractor and not an employee of the City. Consultant is not an agent of, or authorized to transact business, enter into agreements, or otherwise make commitments on behalf of, the City, unless expressly authorized in writing by the City Manager or his designee. Consultant shall perform the Services at the request of the City Manager or his designee. Nothing set forth in this Agreement shall be construed to create the relationship of employer and employee or principal and agent between the City and Consultant. Unless expressly provided for otherwise in this Agreement, Consultant shall not act or attempt to act or represent itself, directly or indirectly or by implication, as an employee of the City or in any manner assume or create, or attempt to assume or create, any obligation on behalf of or in the name of the City. Accordingly, Consultant shall not attain, nor be entitled to, any rights or benefits of the City, nor any rights generally afforded City employees. Consultant further understands that Florida Worker's Compensation benefits available to employees of the City are not available to Consultant or to any employee or agent of the Consultant. Consultant shall be responsible for complying with Florida's Worker's Compensation laws. All employees and subcontractors of the Consultant shall be considered to be, at all times, the sole employees or contractors of the Consultant under its sole direction and not an employee, contractor or agent of the City. Consultant is responsible for the payment of all required payroll taxes, whether federal, state, or local in nature, including, but not limited to income taxes, Social Security taxes, Federal Unemployment Compensation taxes, and any other fees, charges, licenses, or payments required by law.

5. CONSULTANT REPRESENTATIONS. Consultant hereby represents that Consultant is properly authorized to do business in the State of Florida, the execution, delivery and performance of this Agreement by Consultant have been duly authorized, this Agreement is binding on Consultant and enforceable against Consultant in accordance with its terms, and no consent of any other person or entity to such execution, delivery and performance is required.

6. TERMINATION.

- a. This Agreement may be terminated for convenience by the City. Termination for convenience by the City shall be effective on the termination date stated in the written notice provided by City, which termination date shall not be less than thirty (30) days after the date of such written notice. This Agreement may also be terminated by the City Manager upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The parties agree that if the City erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.
- b. This Agreement may be terminated for cause for reasons including, but not limited to Consultant's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement and outlined in Exhibit "A."

- c. In the event that this Agreement is terminated for convenience, Consultant shall be paid for any Services properly performed under the Agreement through the termination date specified in the written notice of termination. Consultant acknowledges and agrees that it has received good, valuable and sufficient consideration from City, the receipt and adequacy of which are, hereby acknowledged by Consultant, for City's right to terminate this Agreement for convenience.
- d. In the event that this Agreement is terminated for any reason, any amounts due Consultant shall be withheld by City until all documents are provided to City in accordance with Sections 9 and 11 of this Agreement.
- e. If, at any time during the Term of this Agreement, the Consultant is in violation of any of the terms and conditions of this Agreement, the City shall have the right to suspend the Consultant until the violation is resolved to the satisfaction of the City. If the violation is not promptly resolved or is of such serious nature that the City determines that suspension is not adequate, the City reserves the right to terminate for cause.

7. MISCELLANEOUS.

- a) **Notices.** All notices hereunder shall be given in writing by registered or certified mail, return receipt requested, postage prepaid, addressed to the Parties at the following respective addresses, or at such other address as may be designated in writing by either Party to the other, and shall be deemed delivered for all purposes hereunder upon deposit of same into the United States mail:

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

To Consultant: Richard Sievers
 Sievers & Associates, LLC
 3485 Pine Haven Circle
 Boca Raton, FL 33431

- b) **Compliance with Laws.** Consultant agrees to comply with all laws, ordinances, rules, and regulations that are now or may become applicable to the Services covered by this Agreement. Consultant shall make its Services available without regard to race, color, religion or sex, or as otherwise provided by law.
- c) **Severability.** The Parties to this Agreement expressly agree that it is not their intention to violate any public policy, statutory or common law rules, regulations, or decisions of any governmental or regulatory body. If any provision of this Agreement is judicially or administratively interpreted or construed as being in

violation of any such policy, rule, regulation, or decision, the provision, sections, sentence, word, clause, or combination thereof causing such violation will be inoperative (and in lieu thereof there will be inserted such provision, section, sentence, word, clause, or combination thereof as may be valid and consistent with the intent of the Parties under this Agreement) and the remainder of this Agreement, as amended, will remain binding upon the Parties, unless the inoperative provision would cause enforcement of the remainder of this Agreement to be inequitable under the circumstances.

- d) **Successors and Assigns.** This Agreement shall be binding upon the Parties and their respective successors, heirs and assigns. The Parties agree that nothing contained herein shall authorize the assignment of this Agreement or the delegation of any duties hereunder by either Party, unless previously set out in this Agreement, without the prior written consent of the other Party, which may be withheld in that Party's sole discretion.
- e) **Headings.** The sections headings used in this Agreement are for reference and convenience only and shall not enter into the interpretation hereof.
- f) **Survival of Terms.** Termination or expiration of this Agreement for any reason shall not release either Party from any liabilities or obligations set forth in this Agreement which (a) the Parties have expressly agreed shall survive any such termination, or (b) remain to be performed and by their nature would be intended to be applicable following any such termination or expiration. Any liabilities which have accrued prior to termination pursuant to the insurance and/or indemnification obligations set forth below shall survive the termination of this Agreement.
- g) **Waiver.** No delay or omission by either Party hereto, in the exercise of any right or remedy hereunder, shall impair such right or remedy or be construed to be a waiver thereof. Any waiver of any such right or remedy by any Party must be in writing and signed by the Party against which such waiver is sought. A waiver by either of the Parties hereto of any of the covenants to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or any other covenant herein contained. All remedies provided for in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either Party at law, in equity or otherwise.
- h) **Force Majeure.** Non-performance of Consultant or City shall be excused to the extent that performance is rendered impossible or delayed by strike, fire, hurricane, flood, terrorism, governmental acts or orders or restrictions, or other similar reason where failure to ("Force Majeure"), provided that the non-conforming Party gives prompt notice of such conditions to the other Party and makes all reasonable efforts to perform.
- i) **Governing Laws.** This Agreement shall be governed by and construed in accordance with, the laws of the State of Florida. The exclusive venue for any dispute arising from this Agreement shall be the Circuit Court of Broward County, Florida. The Parties voluntarily waive any right to trial by jury in the event of

litigation between the Parties, which in any way arises out of this Agreement or the Services.

- j) **Entire Agreement.** This Agreement, including any Exhibits referenced herein, constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all previous written, and all previous or contemporaneous oral, negotiations, understandings, arrangements, and agreements. Unless expressly provided for otherwise in this Agreement, this Agreement may be amended only by a written amendment signed by both Parties.
- k) **Indemnification.** To the fullest extent permitted by law, Consultant agrees to indemnify, defend, and hold harmless the City and its directors, officers and employees from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims for personal injury, bodily injury, sickness, diseases or death or damage or destruction of tangible property or loss of use resulting therefrom, arising out of any errors, omissions, misconduct or negligent acts of Consultant, its respective officials, agents, employees or subcontractors in the Consultant's performance of Services pursuant to this Agreement. Nothing in this Agreement shall be deemed or treated as a waiver by the City of any immunity to which it is entitled by law, including but not limited to the City's sovereign immunity as set forth in Section 768.28, Florida Statutes.
- l) **No Contingent Fees.** The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement
- m) **Access to Records and Audit Clause.** Consultant agrees to permit the City to examine all records which are, in any way, related to the Services provided under this Agreement, and grants to the City the right to audit any books, documents and papers of Consultant that were generated during the course of the administration of this Agreement. Consultant shall maintain the records, books, documents and papers associated with this Agreement in accordance with the "Public Records Act", and in accordance with the Florida Statutes, as further described in Section (9) below.
- n) **Scrutinized Companies.**
 - 1. Consultant 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 the Consultant or its subcontractors are found to have submitted a false certification; or if the Consultant, 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.

2. If this Agreement is for more than one million dollars, the Consultant 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 the Consultant, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Consultant, 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.
 3. The Consultant agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
 4. 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.
- o) **Human Trafficking Affidavit.** In accordance with Section 787.06(13), Florida Statutes, as Consultant is a nongovernmental entity, Consultant is required to attest that it does not use coercion for labor or services. At the time of execution of this Agreement, Consultant shall submit the required Affidavit, which will be provided by the City's Procurement Division.
- p) **Foreign Countries of Concern Affidavit.** In accordance with Section 287.138, Florida Statutes, the Consultant 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, Consultant shall submit the required Affidavit, which will be provided by the City's Procurement Division.
- q) **Verification of Employment Eligibility.**

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

Statutes, Consultant is liable for any additional costs incurred by CITY as a result of termination of this Agreement.

8. INSURANCE.

Consultant shall provide the City of Deerfield Beach with a certificate of insurance naming the City of Deerfield Beach, and its employees, directors, officers, agents, independent contractors, successor or assigns, and other authorized representatives as additional insured, except on the Workers' Compensation, with the following criteria and minimum limits of liability:

- a. **Workers' Compensation Insurance – Statutory Limits.** If Consultant is exempt from Workers' Compensation, Consultant shall provide City with the proper documentation.
- b. **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 Consultants, products and/or completed operations for Agreements, broad form contractual coverage applicable to this specific Agreement including any hold harmless and/or indemnification Agreement, personal injury coverage with employee and contractual exclusions removed and policy limits shall be applied on a primary and non-contributory basis. The City shall be included as an additional insured on the commercial liability policy.

- c. **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).

Certificates of Insurance along with the Additional Insured and Waiver of subrogation endorsements must be submitted for review and approval. All insurers must have an AM Best rating of A-VI or better by the A.M. Best rating company and agree to provide the City with 30 days' advanced written notice in the event of cancellation, or modification which materially restricts coverage or terms on all policies.

- d. **Professional Liability (Errors & Omissions) Insurance.** Professional Liability shall be provided with 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 10% of the limit of liability. Consultant shall notify the CITY in writing within 30 days of any claim filed or made against its Professional Liability Insurance Policy. Consultant acknowledges that the CITY is relying on the competence of the Consultant to perform the audits required in accordance with Broward County's requirements and state law.

9. PUBLIC RECORDS

- a. Consultant agrees to keep and maintain public records in Consultant's possession or control in connection with Consultant's performance under this Agreement. Consultant additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes.
- b. Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to City.
- c. Upon request from City custodian of public records, Consultant shall provide 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 by Chapter 119, Florida Statutes, or as otherwise provided by law.
- d. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City.
- e. Upon completion of this Agreement, transfer, at no cost, to the City all public records in possession of Consultant or keep and maintain public records required by City to perform the service. If Consultant transfers all public records to City upon completion of this Agreement, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant keeps and maintains public records upon completion of this Agreement, Consultant shall meet all applicable requirements for retaining public records. All records stored electronically by Consultant shall be delivered to City, upon request from the City's Custodian of Records, in a format that is compatible with the City's information technology systems.
- f. Any compensation due to Consultant shall be withheld until all records are received as provided herein.
- g. Consultant's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by City.

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

Custodian of Public Records: HEATHER MONTEMAYOR, CITY CLERK
Mailing address: 150 N.E. 2ND AVE.,

DEERFIELD BEACH, FL 33441

Telephone number:

954-480-4213

Email:

WEB.CLERK@DEERFIELD-BEACH.COM

10. TRUTH-IN-NEGOTIATION

Signature of this Agreement by the Consultant shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, overhead charges, if any, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the Consultant's most favored customer for the same or substantially similar service based on Consultant's rate schedule. Should the City determine that said rates and costs were significantly increased due to incomplete, noncurrent or inaccurate representation, then said rates shall be adjusted accordingly.

11. OWNERSHIP OF DOCUMENTS

All finished or unfinished documents, data, reports, studies, surveys, drawings, maps, models and photographs prepared or provided by Consultant in connection with this Contract shall become the property of the City, whether the project for which they are made is completed or not, and shall be delivered by Consultant to City within ten days of notice of termination or expiration of the Agreement. City may withhold payments then due to Consultant until Consultant complies with the provisions of this section.

IN WITNESS WHEREOF, Consultant has signed and delivered this Agreement, and the City has caused this Agreement to be signed and delivered by its duly authorized officer or representative, all as of the date first set forth above.

City of Deerfield Beach, a municipal corporation of the State of Florida

Sievers & Associates, LLC, a Florida limited liability company

By: _____

Rodney Brimlow
City Manager

By: _____

Richard Sievers
Managing Member

Date: _____

Date: _____

Attest: _____

Heather Montemayor, City Clerk

Approved as to form and legal sufficiency for the use of and reliance by the City of Deerfield Beach only:

By: _____

Anthony C. Soroka, City Attorney

EXHIBIT “A” SCOPE OF SERVICES

The Consultant will provide public safety executive consultant services, which includes serving as a trusted advisor and strategic partner to the City during the planning, organization, implementation, and transition from a Broward Sheriff’s Office (“BSO”) provided fire rescue service delivery model to a fully integrated, stand-alone municipal fire rescue department. This engagement is designed to ensure operational continuity, risk mitigation, fiscal stewardship, regulatory compliance, and long-term organizational sustainability while preserving service quality and community confidence throughout the transition period.

The Consultant shall function as a senior-level public safety advisor with direct access to the Director of Public Safety and designated executive leadership. The Consultant will provide independent, objective, and experience-based guidance grounded in nationally recognized best practices for fire rescue governance, municipal service delivery, emergency management integration, and organizational change management. Services will be advisory, strategic, and implementation-focused.

The proposed engagement is time-limited, cost-controlled, and critical to ensuring operational continuity, risk mitigation, and long-term organizational success.

The transition of fire rescue services from BSO to a municipal department represents one of the most complex and consequential public safety initiatives undertaken by the City. This effort involves not only the transfer of service delivery responsibility, but also the establishment of governance structures, organizational systems, emergency management integration, and leadership frameworks that will define the City’s fire rescue services for decades. Such transitions carry inherent operational, fiscal, labor, and reputational risks if not carefully planned and executed. While City leadership and the incoming Fire Department Chief will retain full authority and accountability, access to seasoned executive-level advisory expertise is essential during this critical period.

The scope of services is intentionally focused on strategic guidance, executive advisory support, and implementation assistance—functions that are not duplicative of staff roles, but instead strengthen decision-making and reduce transition risk.

Key benefits of this engagement include:

- Preservation of uninterrupted emergency response services
- Informed executive decision-making based on national best practices
- Reduced exposure to operational and organizational risk
- Accelerated organizational stabilization during department start-up
- Support for the incoming Fire Department Chief during a critical leadership transition

The Consultant Services will include the following:

- Serving as a trusted advisor to the Director of Public Safety on all matters related to the fire rescue transition.

- Providing independent, experience-based counsel to City executive leadership on governance, organizational design, operational readiness, and transition sequencing.
- Participating in executive briefings, leadership meetings, and strategic work sessions as requested.
- Developing and refining a comprehensive transition framework addressing governance, command structure, staffing, facilities, fleet, equipment, communications, and service continuity.
- Advising the City on transition phasing to ensure uninterrupted emergency response and compliance with applicable state laws, regulatory requirements, and industry standards.
- Identifying transition risks and providing mitigation strategies with emphasis on life safety, responder safety, and public confidence.
- Providing strategic guidance on organizational structure, command staffing, functional divisions, and administrative systems for a municipal fire rescue department.
- Advising the City on policies, standard operating guidelines, and governance practices appropriate for a newly established municipal department.
- Assisting City leadership in defining performance expectations and service level objectives aligned with community risk and fiscal sustainability.
- Developing strategic options and implementing models for integrating Emergency Management functions into Fire Rescue Services.
- Advising the City on organizational placement, staffing models, and operational coordination consistent with state and federal emergency management frameworks.
- Supporting continuity of operations planning and interagency coordination.
- Providing advisory support to the incoming Fire Department Chief and executive staff during the transition and initial implementation period.
- Assisting with leadership hiring, onboarding, situational assessment, and prioritization of near- and mid-term organizational objectives.
- Offering executive-level mentorship and guidance during critical implementation phases.
- Advising City leadership on stakeholder engagement strategies, including labor organizations, regional partners, regulatory agencies, and elected officials.
- Supporting internal and external communication strategies to promote transparency and organizational stability.
- Identifying cultural and organizational challenges inherent in the transition and recommending mitigation approaches.

The above scope will be facilitated with discussions, meetings, written memoranda, transition frameworks, executive briefings, organizational recommendations, and implementation guidance as requested by the City. All deliverables shall be tailored to the City's operational and policy objectives.



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2026-6

Agenda Date: 2/17/2026

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 agreement with Accenture, LLP for American Rescue Plan Act Grant Management Services in an amount not to exceed \$50,000.00, utilizing the terms of State of Florida Department of Management Services RFP No. 25-80101500-25-RFP-V2 and State Term Contract No. 25-8010500-25-STC; providing for execution and an effective date. (Funds from Account #186-600-640-5964-000-56400-503299 - Other Contractual Services)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$50,000

Account Name: Other Contractual Services

Account Number: 186-600-640-5964-000-56400-503299

Background/History

In Fiscal Year 2021, the City of Deerfield Beach was awarded \$16,284,885 in federal funding through the American Rescue Plan Act (ARPA). These funds are to be expended by December 31, 2026, and are being used to support a variety of eligible projects throughout the City.

The ARPA projects address key community priorities, including eligible infrastructure improvements, COVID-19 public health and economic impacts, and services for disproportionately impacted communities. To ensure proper project oversight, financial tracking, and compliance with U.S. Department of Treasury requirements, the City entered into an agreement with Management Consulting Services/Accenture, LLP ("Accenture") to provide professional consulting, administrative, and project management support for ARPA funded projects.

Current Activity

Accenture continues to provide essential management and compliance support for ARPA-funded projects across multiple City departments, including assistance with project federal reporting and closeout preparation. As the City nears the closeout phase, staff recommends extending the existing agreement with Accenture to resume support and compliance with all Treasury reporting and expenditure deadlines.

Staff is requesting approval to extend the agreement through November 30, 2026, utilizing the updated State Term Contract No. 80101500-25-STC with Accenture, effective December 1, 2025, which allows sufficient time to complete all project activities and closeout requirements.

Recommendation

It is recommended that the City Commission approve and authorize execution of the extension of the agreement with Accenture in an amount not to exceed \$50,000, allowing continued provision of critical management and compliance support for ARPA-funded projects across multiple City departments.

RESOLUTION NO. 2026/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING AN AGREEMENT WITH ACCENTURE, LLP FOR AMERICAN RESCUE PLAN ACT GRANT MANAGEMENT SERVICES IN AN AMOUNT NOT TO EXCEED \$50,000.00, UTILIZING THE TERMS OF STATE OF FLORIDA DEPARTMENT OF MANAGEMENT SERVICES RFP NO. 25-80101500-25-RFP-V2 AND STATE TERM CONTRACT NO. 25-8010500-25-STC; PROVIDING FOR EXECUTION AND AN EFFECTIVE DATE

WHEREAS, the City of Deerfield Beach was previously awarded American Rescue Plan Act funding in the amount of \$16,284,885.00 (the “ARPA Funds”) to address negative economic impacts caused by the public health emergency, replace lost public sector revenue, provide premium pay for essential workers, or invest in water, sewer, and broadband infrastructure; and

WHEREAS, on May 4, 2021, the City entered into an agreement with Government Services Group, Inc. (“GSG”) utilizing the State of Florida, Department of Management Services (the “State”) State Term Contract #80101500-20-1 to provide a range of ARPA Act grant management related services, including development of a needs assessment, eligibility determination, development of application and program requirements, monitoring, reporting, and compliance services; and

WHEREAS, pursuant to Resolution No. 2022/039, the City entered into an agreement with GSG to provide grant management services related to Phase II Services for the ARPA Funds, which included grant technical support, management, and reporting; and

WHEREAS, the agreement with GSG expired on August 31, 2024, and the State did not renew the State term contract with GSG, and GSG was acquired by Accenture, LLP (“Accenture”); and

WHEREAS, pursuant to Resolution No. 2024/197, the City entered into an Agreement with Accenture in order for the City to continue to have assistance in the management and monitoring of the City Projects and the ARPA Funds; however, that Agreement has expired; and

WHEREAS, the State recently issued a new Request For Proposal No. 25-80101500-25-RFP-V2 (the “RFP”) to solicit proposals from qualified firms with expertise in the provision of management consulting services for the enumerated categories in Attachment “A” of the RFP, and Accenture was one of the firms awarded a three year contract for Categories 1 through 6 and Categories 8 and 9; and

WHEREAS, the City’s Procurement Code exempts from competitive solicitation requirements procurements utilizing contracts awarded by other governmental agencies and participation in cooperative purchases; and

WHEREAS, the City is seeking to contract with Accenture to provide grant management consulting services for the ARPA Funds and related City Projects (collectively the “Services”) in an amount not to exceed \$50,000.00, utilizing the terms of the RFP and resulting contract with Accenture (collectively, the “State Contract”); and

WHEREAS, Accenture has agreed to provide the Services to the City based upon the terms and conditions of the State Contract in an amount not to exceed \$50,000.00 based upon Accenture’s hourly rates and price sheet included in the State Contract; and

WHEREAS, staff has confirmed that the State Contract is in effect; and

WHEREAS, staff recommends that the City Commission approve and authorize execution of the agreement with Accenture, attached and incorporated herein as Exhibit “1”, for the Services in an amount not to exceed \$50,000.00, utilizing the terms and conditions of the State Contract for a term commencing upon execution and ending on November 30, 2028 (the “Agreement”).

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

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

Section 2. The City Commission hereby approves the Agreement with Accenture, attached as Exhibit “1”, to provide the Services in an amount not to exceed \$50,000.00, utilizing the terms and conditions of the State Contract.

Section 3. The City Manager is hereby authorized to execute the Agreement with Accenture, 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.

TODD DROSKY, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

**AGREEMENT FOR MANAGEMENT CONSULTING SERVICES RELATED TO
AMERICAN RESCUE PLAN PROJECTS AND FUNDING**

This Agreement (the “Agreement”) is made this _____ day of _____, 2026 between the City of Deerfield Beach, a municipal corporation organized and existing under the laws of the State of Florida, whose address is 150 N. E. 2nd Avenue, Deerfield Beach, Florida 33441 (the “City”) and Accenture, LLP, a Partnership authorized to do business in the State of Florida whose address is 500 W. Madison ST., Chicago, IL 60661 (the “Contractor”).

WITNESSETH

WHEREAS, on April 9, 2025, the State of Florida Department of Management Services (“Department”) issued RFP No: 80101500-25-STC (the “RFP”) to solicit proposals from qualified firms with expertise in the provision of the management consulting services for the enumerated categories in Attachment “A” of the RFP; and

WHEREAS, in accordance with the RFP, the management consulting services will be provided on an as-needed basis and the Scope of Work will be determined and agreed upon by the City and the selected Contractor as set forth in this Agreement; and

WHEREAS, the Department awarded a contract to Contractor for Categories 1 through 6 and Categories 8 and 9 and awarded it a three (3) year agreement which may be renewed by the Department and Contractor in accordance with Section 287.057(13), Florida Statutes and no costs may be charged for the renewals; and

WHEREAS, the City is seeking to contract with the Contractor to provide the Services under Categories 3 and 9 for the management and monitoring of the City’s Projects and American Rescue Plan Funding on an as-needed basis, with no guaranteed or minimum spending, as provided in the Scope of Work and Contractor Quote, attached as Exhibit “A” (collectively, the “Grant Management Services”); and

WHEREAS, the parties wish to incorporate the RFP, the Contractor’s hourly rates and price sheet submitted for the RFP, State Contract No. 80101500-25-STC and Contractor’s response to the RFP into this Agreement (collectively the “State Contract”); and

WHEREAS, the Procurement Division has confirmed that the State Contract is effective and the Scope of Work is consistent with the RFP and the State Contract; and

WHEREAS, Section 38-116(3)(b)10. of the City Code provides authority for the City to acquire goods or services utilizing a contract from a government entity that was competitively procured as an exemption from the City’s otherwise required competitive selection process; and

WHEREAS, in accordance with the RFP and the State Contract, Contractor and City have agreed to a Scope of Work for the Services, which is attached hereto as Exhibit “A”; and

WHEREAS, on February 17, 2026, the City Commission adopted Resolution No.2026/____, approving an agreement with the Contractor in an amount not to exceed \$50,000.00 for the Services, utilizing the terms of the State Contract.

NOW THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Section 1. **Term.** The term of this Agreement commences upon the date of execution and will remain in effect until November 30, 2028, unless terminated earlier as provided in the State Contract. If the State Contract expires or is terminated during the Term, this Agreement shall terminate six months after such expiration or termination.

Section 2. **Contract Terms.** The Contractor agrees to complete the Services, as provided in the Scope of Work attached and incorporated herein as Exhibit “A”, on the same terms and in the same manner as set forth in the State Contract, attached as Composite Exhibit “B”, except as otherwise provided herein. All recitals, representations, and warranties of Contractor made by Contractor in the State of Florida’s Contract are restated as if set forth fully herein, made for the benefit of the City, and incorporated herein, except that all references to the “State of Florida” is hereby replaced with the “City of Deerfield Beach.”

2.1 **PUBLIC RECORDS.**

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.

Custodian of Public Records:	HEATHER MONTEMAYOR, CITY CLERK
Mailing address:	150 N.E. 2ND AVE., DEERFIELD BEACH, FL 33441
Telephone number:	954-480-4213
Email:	WEB.CLERK@DEERFIELD-BEACH.COM

2.2 **VERIFICATION OF EMPLOYMENT ELIGIBILITY**

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

2.3 **SCRUTINIZED COMPANIES.**

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

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

c. Contractor 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.

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

Section 3. Compensation. The City shall compensate Contractor pursuant to the hourly rate and pricing sheet attached in Exhibit "B" and consistent with the State Contract for the Services in a total amount not to exceed \$50,000.00, which amount shall be accepted by Contractor as full compensation for all such work. It is acknowledged and agreed that this amount is the maximum payable and constitutes a limitation upon the City's obligation to compensate Contractor for the Services related to this Agreement. This amount, however, does not constitute a limitation, of any sort, upon Contractor's obligation to perform all items of work required by or which can be reasonably inferred from the Agreement. No amount shall be paid to Contractor to reimburse its expenses, unless authorized in this Agreement.

Section 4. Assignment. Neither party may assign its rights or obligations under this Agreement without the written consent of the other.

Section 5. Notice. Notwithstanding anything to the contrary in the State Contract, notice hereunder shall be provided in writing by certified mail return receipt requested, or

customarily used overnight transmission with proof of delivery, to the following parties, with mandatory copies, as provided below:

For City: Rodney Brimlow, City Manager
City of Deerfield Beach
150 N.E. 2nd Avenue
Deerfield Beach, Florida 33441

Copy to: Anthony C. Soroka, City Attorney
City of Deerfield Beach
2255 Glades Road, Suite 200-E
Boca Raton, Florida 33431

For Contractor: _____

Section 6. Severability. If any provision of this Agreement or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

Section 7. Entire Agreement. This Agreement, including the Master Agreement, sets forth the entire agreement between Contractor and City with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

[THIS SPACE LEFT INTENTIONALLY BLANK]

**AGREEMENT FOR MANAGEMENT CONSULTING SERVICES RELATED TO
AMERICAN RESCUE PLAN PROJECTS AND FUNDING**

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature.

ATTEST:

**CITY OF DEERFIELD BEACH,
FLORIDA**

Heather Montemayor, City Clerk

By: _____
Rodney Brimlow, City Manager

____ day of _____, 2026.

APPROVED AS TO FORM AND LEGAL SUFFICIENCY for the use and reliance of the City of Deerfield Beach, Florida, only.

By: _____
Anthony C. Soroka, City Attorney

Contractor – Accenture, LLP

WITNESS:

By: _____
Signature _____

Print Name: _____

By: _____
Signature

Print Name: _____

By: _____
Signature

Print Name: _____

Title: _____

Date: _____

EXHIBIT "A"

SCOPE OF WORK/CONTRACTOR PROPOSAL

ATTACHMENT A

SCOPE OF WORK

1. PURPOSE

To provide Customers with Management Consulting Services on a statewide basis, pursuant to the terms set forth in this Scope of Work.

2. DEFINITIONS

Definitions contained in section 287.012, Florida Statutes (F.S.); Rule 60A-1.001, Florida Administrative Code (F.A.C.); and Attachment E, Enterprise Standard Terms and Conditions; are incorporated by reference. In the event of a conflict, the definitions listed in this section supersede the incorporated definitions for the purposes of this Scope of Work. All definitions apply in both their singular and plural sense.

Business Day – Monday through Friday, inclusive, except for those holidays specified in section 110.117, F.S., from 8:00 a.m. to 5:00 p.m. at the Customer's location.

Business Network – The Business Network (formerly known as Ariba Network) is an online marketplace that connects Vendors and buyers for solicitations collaboration and purchasing transactions. A Business network account is required to submit responses to electronic solicitations.

Contract – The written agreement between the Department and the Contractor for Management Consulting Services.

Contract Manager – The representative designated by the Department who will oversee all aspects of the Term Contract, monitor performance expectations, and serve as the primary point of contact for the Contractor.

Contractor – A Vendor that enters a Contract with the Department as a result of this solicitation.

Customer – A State agency or Eligible User.

Eligible User – As defined in Rule 60A-1.001, F.A.C.

Hourly Rate – The maximum amount charged per hour of work performed, as submitted by Respondent on Attachment C, Cost Proposal.

Management Consulting Services - The nine categories of services contemplated within this Term Contract: Organizational Strategy Development; Project Management Consulting; Program Research, Planning, Analyses, Scenarios, Reports, and Evaluations Consulting; Executive Leadership Development and Customized Training; Policy, Program, Regulation, and Development Consulting; Process and Productivity Improvement and Advisory Assistance Consulting; Litigation Consulting; Systems Alignment and Consolidation Support; and Comprehensive Grants Management Services for Federal Disaster and Emergency Assistance Programs.

Order – Written agreement between the Customer and Contractor which establishes the services agreed upon by the Customer and Contractor and may be used interchangeably with purchase order.

Project-Based Pricing – A negotiated flat fee charged for completion of an entire project, including all associated deliverables comprising the project.

Service Category(ies) – A group of Management Consulting Services that is described in this Scope of Work.

State – The State of Florida

Term Contract – The legally enforceable State Term Contract, as defined in section 287.012, F.S., between the Department and the Contractor.

Vendor – As defined in Rule 60A-1.001, F.A.C.

3. SCOPE OF WORK

3.1 Description of Scope

The Management Consulting Services available through this Term Contract are classified under the following Service Categories: Organizational Strategy Development; Project Management Consulting; Program Research, Planning, Analyses, Scenarios, Reports, and Evaluations Consulting; Executive Leadership Development and Customized Training; Policy, Program, Regulation, and Development Consulting; Process and Productivity Improvement and Advisory Assistance Consulting; Litigation Consulting; Systems Alignment and Consolidation Support; and Comprehensive Grants Management Services for Federal Disaster and Emergency Assistance Programs.

Services will be provided on an as-needed basis with no guaranteed or minimum spend under a new Contract. The Customer-specific Scope of Work (“CSOW” or “Customer SOW”) will be determined and agreed upon by the Customer and the selected Contractor as set forth in the Customer Contract or Order.

3.2 Service Categories

Service Category Number	Service Category Name	Service Category Description
Service Category 1	Organizational Strategy Development	Conduct internal and external audits to gain a clear understanding of the organization, set vision and goals, determine accountability, priorities and objectives, provide areas of improvement and adjustments, determine and implement organization strategy, and evaluation.
Service Category 2	Project Management Consulting	Assisting Customers with the process of planning, organizing, and managing resources to achieve a specific goal or

		outcome within defined constraints such as scope, time, and budget. This may also involve planning and management related to the oversight of information technology projects.
Service Category 3	Program Research, Planning, Analyses, Scenarios, Reports, and Evaluations Consulting	Assessing, designing, and optimizing organization programs or initiatives. This includes conducting research, developing strategic plans, analyzing performance, and providing data-driven evaluations to improve effectiveness and outcomes. This may involve reviewing the current state of an existing program, defining clear objectives, and assessing whether the program is achieving desired outcomes and addressing key needs.
Service Category 4	Executive Leadership Development and Customized Training	Specialized in developing leadership skills, these consultants work with individuals, teams, or organizations to enhance their leadership capabilities. This involves designing and implementing training programs to enhance employee skills and organizational performance supporting Customer's goals and ensuring alignment with strategic priorities. Focusing on preparing for leadership transitions, ensuring continuity and stability in key positions through a personalized, confidential, and collaborative process.
Service Category 5	Policy, Program, Regulation, and Development Consulting	Assessing the effectiveness of programs or initiatives through data-driven reports and evaluations. Providing support in the creation, drafting, or refinement of policies and regulations that guide actions, decisions, and procedures within the Customer's organization, ensuring alignment with legal, ethical, and strategic goals.
Service Category 6	Process and Productivity Improvement and Advisory Assistance Consulting	Assisting Customers identify and implement strategies to optimize workflows, improve efficiency, and enhance service quality, leading to better outcomes. Provides guidance, strategic advice, and practical support to assist the organization effectively plan, implement, or enhance business programs or initiatives.

Service Category 7	Litigation Consulting	Provide specialized analysis, testimony, and advisory support in legal disputes, claims, or formal cases. These services may include evaluating business practices, assessing financial and operational impacts, preparing expert reports, and offering courtroom testimony to support case arguments with professional insights and industry expertise.
Service Category 8	Systems Alignment and Consolidation Support	Assisting Customers integrate and streamline diverse systems and processes to support enhanced efficiency, reduce costs, and improve performance.
Service Category 9	Comprehensive Grants Management Services for Federal Disaster and Emergency Assistance Programs	Providing expert support in grants management, including grant writing, application preparation, compliance, and financial reporting while ensuring full adherence to federal and state regulations.

3.3 Job Titles and Duties

The following sections describe the minimum duties of the personnel provided by the Contractor, in accordance with the terms of the Contract, who are used to provide Customers with Management Consulting Services pursuant to the Customer-specific Scope of Work as set forth in the Customer’s Order. Customers may supplement these duties in their Customer SOWs, provided the duties do not exceed or conflict with this Scope of Work. The necessary experience for a job title must be related to the Service Category(ies) sought by the Customer.

Principal Consultant: A minimum of ten (10) years’ experience in duties associated with Management Consulting Services is required for Principal Consultant positions. Duties of this position may include, but are not limited to:

- Providing executive-level consultation services to the Customer.
- Providing senior-level interface with the Customer and managing daily operations.
- Ensuring the timely performance and completion of all obligations under the Customer Order.
- Organizing and directing the overall performance of the Customer Order.
- Possessing the authority to make binding decisions on behalf of the Contractor.
- Formulating organizational strategy and directing major strategic initiatives.
- Ensuring that goals and objectives are accomplished within budgetary parameters.
- Developing and maintaining Customer relationships.
- Assisting on large, complex, or multi-discipline engagements.
- Allocating financial and human resources and material assets.
- Formulating and enforcing work standards.
- Participating in the design phase of tasks and ensuring their successful execution.

2. **Senior Consultant:** A minimum of eight (8) years' experience in duties associated with Management Consulting Services is required for Senior Consultant positions. The functional responsibilities of this position may include, but are not limited to:
 - Managing the day-to-day operations.
 - Ensuring the quality and timely completion of projects or services.
 - Providing technical and subject matter expertise in accordance with the Customer SOW.
 - Participating as a senior team member providing high-level consulting services.
 - Planning, organizing, and executing tasks in successful delivery of projects or services.
 - Developing and defining strategic visions.
 - Planning, directing, controlling, scheduling, coordinating, and organizing management of tasks.
 - Providing Customer interface in accordance with the Customer SOW.
 - Possessing authority and responsibility for the execution of Customer SOWs.
 - Planning, organizing, and overseeing all subordinate work efforts.
 - Ensuring quality standards and work performance in accordance with the Customer SOW.
 - Organizing, directing, and managing support services.

3. **Consultant:** A minimum of five (5) years' experience in duties associated with Management Consulting Services is required for Consultant positions. The functional responsibilities of this position may include, but are not limited to:
 - Applying administrative, consultative, and technical expertise in accordance with the Customer SOW.
 - Planning, organizing, executing, and controlling project tasks in successful delivery of projects or services.
 - Interfacing with the Customer on a day-to-day basis to ensure timely delivery of projects or services.
 - Applying a broad set of management skills and technical expertise as a project leader.
 - Providing solutions through analysis.
 - Directing subordinates in the completion of task orders.
 - Organizing, directing, and managing support services.
 - Assigning tasks and overseeing projects or other services in accordance with the Customer SOW.
 - Directing activities in accordance with the Customer SOW.
 - Training Customer personnel through formal classroom courses, workshops, or seminars.

4. **Junior Consultant:** A minimum of three (3) years' experience in duties associated with Management Consulting Services is required for Junior Consultant positions. The functional responsibilities of this position may include, but are not limited to:
 - Applying a broad set of subject matter and technical expertise.
 - Directing projects or services within the estimated timeframes and budget constraints in accordance with the Customer SOW.
 - Organizing, directing, and managing support services.

- Serving as a member of a team performing mid-level assignments.
 - Providing solutions through analysis.
 - Conducting Customer training through formal classroom courses, workshops, and seminars.
5. **Project Analyst:** A minimum of six (6) months' experience in duties associated with Management Consulting Services is required for Project Analyst positions. The functional responsibilities of this position may include, but are not limited to:
- Providing project support services to implementation teams and senior staff.
 - Conducting project-related research.
 - Compiling and tracking analysis of project data.
 - Assisting in the analysis of solution requirements.
 - Developing project documentation.
 - Independently planning and executing project tasks and activities in accordance with the Customer SOW.
6. **Program and Administrative Support:** The functional responsibilities of this position may include, but are not limited to:
- Coordinating and providing administrative support services to Contractor staff and Customer.
 - Supporting the provision of services or production of project deliverables and performing administrative functions required to complete tasks.
 - Providing graphics and editorial support services and desktop publishing services.
 - Maintaining version control of project documents.
 - Providing direct support to consulting and project analyst staff, including supporting the development of all deliverables.

3.4 Customer-specific Scope of Work

Customers shall develop a Customer SOW which establishes tasks, deliverables, specific positions, and preferences for the requested Service Category and service, service level, education qualification, and experience required to fulfill the Order. The Customer shall include the Customer SOW in the Request for Quote issued to the Contractors, and the Customer SOW shall be incorporated into any Order issued by the Customer. Customers are permitted to request terms and conditions which supplement those contained in this Contract. The Customer SOW may include, but is not limited to the following information:

- Statement of purpose
- Customer-specific deliverables
- Customer-specific criteria for completion related to tasks, project duties, and deliverables
- Customer-specific project job duties
- Preferred qualifications and experience of the individuals or organization performing services which may include resumes and references
- Required tasks and deliverables
- Anticipated timelines to complete the project or deliverables
- Contractor responsibilities
- Customer-specific financial consequences for non-performance
- Customer-specific payment terms

- Customer-specific terms and conditions

3.5 Customer Preferences

The following are non-exhaustive examples of Customer preferences which may be required by the Contractor and its personnel. Any Customer preferences will be listed in the Customer SOW or Request for Quotes.

- Knowledge of government business practices, which is inclusive of Federal and State of Florida practices.
- Experience providing proposed Services to Federal or State of Florida entities. Knowledge of Federal and state grant requirements, including laws, rules, and regulations

3.6 Pricing

Attachment C, Cost Proposal shall include the Contractors maximum Hourly Rates by job title for the initial and renewal terms of the Contract. The Customer and Contractor may negotiate a lower Hourly Rate in the Customer's SOW. The maximum Hourly Rate shall include all applicable costs for providing proposed Services. Hourly Rates submitted by the Contractor shall be in compliance with all federal, state, and local labor laws.

The Contractor shall not begin work on any services that will exceed the Customer's specified budget or Order without written approval from the Customer.

3.6.1 Project Based Pricing

Customers may request Project-Based Pricing to accomplish tasks and deliverables that include more complex requirements. Customers who choose to use a Project-Based Pricing model are not exempt from the requirements listed in the Request for Quote Requirement section, and must negotiate all pricing, fees and related expenses associated with the completion of each task and deliverable with the selected Contractor. Customers shall use maximum Hourly Rates or Project-Based Pricing, but not both. Project-Based Pricing is intended to provide predictability and a discount to Customers relative to the maximum Hourly Rates. Under no circumstances shall a Project-Based Price be permitted to be greater than the Hourly Rates. Project-Based Pricing should be fully detailed in the Customer SOW.

3.6.2 Contractor's Performance of Off-Site Work

The Hourly Rates provided in the Contractor's price sheet are contemplated for Management Consulting Services that are performed at the Customer's physical work location.

Any off-site work performed by the Contractor under this Contract must be authorized in writing by the Customer prior to the Contractor's commencement of the off-site work. Authorized off-site work must be in direct support of the Management Consulting Services outlined in the Customer SOW. The Customer may negotiate lower pricing for any Management Consulting Services performed off-site.

3.6.3 Reimbursement for Travel Expenses

Travel expenses are not reimbursable unless specifically authorized by the Customer in writing and will be reimbursed only in accordance with section 112.061, F.S. Any reimbursable travel expenses should be fully detailed in the Customer's SOW. If travel is authorized by the Customer, payment for travel expenses shall be made on the basis of

actual allowable costs incurred as authorized and approved by the Customer. Allowable costs should be task related and not include items normally associated with overhead, which are part of the billable Hourly Rates.

3.6.4 Price Adjustments

The Contractor shall provide initial and renewal term Hourly Rate pricing as provided to the Department in Attachment C, Cost Proposal. The Department will not allow for price increases throughout the life of the Contract unless specified in the renewal pricing submitted by the Contractor. Price decreases are allowable.

3.7 Contractor's Administrative Responsibilities

The Contractor shall provide all management, administrative, clerical, and supervisory functions required for the effective and efficient performance of all Customer Orders it accepts, and shall have sole responsibility for the supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), and any benefits for its personnel. The Contractor is accountable for the actions of its personnel. The Contractor's management responsibilities include, but are not limited to, the following:

- Ensuring personnel understand the requirements of the Customer Order to which they are assigned.
- Ensuring personnel know their management chain, adhere to Contractor policies, and exhibit professional conduct to perform in the best interest of the Customer.
- Ensuring personnel adhere to applicable laws, regulations, and Contract conditions governing Contractor performance and relationships with the Customer.
- Regularly assessing personnel performance and providing feedback to improve overall task performance.
- Ensuring high quality results are achieved through task performance.

3.8 Contractor Warranty

The Contractor agrees to the following representation and warranty:

Should any defect or deficiency in any deliverable, or the remedy of such defect or deficiency, cause incorrect data to be introduced into any Customer's database or cause data to be lost, the Contractor shall be required to correct and reconstruct, within the timeframe established by the Customer, all production, test, acceptance, and training files or databases affected, at no additional cost to the Customer.

3.9 Routine Communication

All routine communications related to the Contract shall be directed to the Department's assigned Contract Manager. Routine communications may be by email, regular mail, or telephone. If any of the Contractor's contact information changes during the life of the Contract, the Contractor shall notify the Department's Contract Manager, and such updates do not necessitate a formal amendment to the Contract. Communications relating to a Customer's Contract or Order should be addressed to the contact person identified in the Customer's Contract or Order.

3.10 Compliance and Compatibility

It is the Contractor's responsibility to ensure that the Services supplied are compliant with the Term Contract requirements, specifications, terms, and conditions. Additionally, the Contractor shall ensure that all Services ordered by the Customer are fully compatible with each other and with any associated pre-existing Services possessed by the Customer and disclosed to the Contractor by the Customer. The Contractor's acceptance of the Customer's Order shall indicate that the Contractor agrees to deliver a Service(s) that is fully compliant and compatible with the Customer's Order requirements, specifications, terms, and conditions.

3.11 Request for Quotes Requirement

Customers shall use a Request for Quotes in accordance with sections 287.056(2) and 287.0591, F. S., and Rule 60A-1.043, F.A.C., when making purchases off this State Term Contract (Term Contract). For any purchases off the Term Contract, the Contractor recognizes its responsibility for all tasks and deliverables contained in the Term Contract and any Customer Request for Quote, warrants that it has fully informed itself of all relevant factors affecting accomplishment of the tasks and deliverables, and agrees to be fully accountable for the performance thereof.

3.12.1 Minimum Number of RFQ Issued by Customer

Pursuant to sections 287.056(2) and 287.0591(5), F.S., the Customer must ensure that an RFQ is issued to a minimum of 25 awarded Contractors (or all awarded Contractors, if fewer than 25) that are available under the Contract and that are authorized to provide the type of Management Consulting Services being requested.

3.12.2 Request for Quote Format

The specific format of the RFQ is left to the discretion of the Customer. Pursuant to section 287.056(2), F.S., RFQs performed within the scope of the Contract are not independent competitive solicitations and are not subject to the notice or challenge provisions of section 120.57(3), F.S.

3.12 Punchout Catalog and Electronic Invoicing

The Contractor is encouraged to provide an MFMP punchout catalog.

The punchout catalog provides an alternative mechanism for suppliers to offer the State access to Products awarded under the Term Contract. The punchout catalog also allows for direct communication between the MFMP eProcurement System and a supplier's Enterprise Resource Planning (ERP) system, which can reflect real-time Product inventory/availability information.

The punchout catalog enables Florida buyers to "punch out" to a supplier's website. Using the search tools on the supplier's Florida punchout catalog site, the user selects the desired Products. When complete, the user exits the supplier's punchout catalog site and the shopping cart (full of Products) is "brought back" to MFMP. No Orders are sent to a supplier when the user exits the supplier's punchout catalog site. Instead, the chosen Products are "brought back" to MFMP as line items in a purchase order. The user can then proceed through the normal workflow steps, which may include adding, deleting, and editing Products (i.e., line items) in the purchase order. An Order is not submitted to a supplier until the user approves and submits the purchase order, at which point the supplier receives an email with the Order details.

The Contractor may supply electronic invoices in lieu of paper-based invoices for those transactions processed through MFMP. Electronic invoices may be submitted to the Customer through one of the mechanisms as listed below:

1) EDI (Electronic Data Interchange)

This standard establishes the data contents of the Invoice Transaction Set (EDI 810) for use within the context of an Electronic Data Interchange (EDI) environment. This transaction set can be used for invoicing via the Business Network (formerly known as Ariba Network) for catalog and non-catalog goods and services.

2) PO Flip via BN

This online process allows Contractors to submit invoices via the BN for catalog and non-catalog goods and services. Contractors are able to create an invoice directly from their inbox in their BN account by simply "flipping" the PO into an invoice. This option does not require any special software or technical capabilities.

The Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider of MFMP, a State contractor, the right and license to use, reproduce, transmit, distribute, and publicly display within MFMP. In addition, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider the right and license to reproduce and display within MFMP the Contractor's trademarks, system marks, logos, trade dress, or other branding designation that identifies the Products made available by the Contractor under the Term Contract.

3.13 Financial Consequences

Failure to comply with the requirements of the Term Contract will result in the imposition of financial consequences. The following financial consequences will apply for the Contractor's failure to meet the performance metric standard and due date corresponding with the deliverables under the Term Contract. The Customer may impose additional Financial Consequences beyond those stated herein to apply to that Customer's purchase. The State of Florida reserves the right to withhold payment or implement other appropriate remedies, such as Term Contract termination, or nonrenewal, when the Contractor has failed to comply with the provisions of the Term Contract.

The financial consequences below will be paid and received by the Department of Management Services within 30 calendar days from the due date specified by the Department. These financial consequences below are individually assessed for failures over each target period beginning with the first full month or quarter of the Term Contract performance and every month or quarter, respectively, thereafter.

Financial Consequences Chart

Deliverable	Performance Metric	Performance Due Date	Financial Consequence for Non-Performance
Contractor will timely submit complete Term Contract Quarterly Sales Reports	All Term Contract Quarterly Sales Reports will be submitted timely with the required information	Completed reports are due on or before the 30 th calendar day after the close of each State fiscal quarter	\$250 per day late
Contractor will timely submit complete	All MFMP Transaction Fee Reports will be	Completed reports are due on or before the 15 th calendar day	\$100 per day late

Deliverable	Performance Metric	Performance Due Date	Financial Consequence for Non-Performance
MFMP Transaction Fee Reports	submitted timely with the required information	after the close of each month	

No favorable action will be considered when Contractor has outstanding Term Contract Quarterly Sales Reports, MFMP Transaction Fee Reports, or any other documentation owed to the Department or Customer, to include fees / monies, that are required under this Term Contract.

February 6, 2026

Ms. Crystal Hayes
City of Deerfield Beach
150 NE 2nd Avenue
Deerfield Beach, FL 33441

Dear Ms. Hayes,

Accenture Infrastructure & Capital Projects, LLC (Accenture) are eager to express our interest in providing Grants Management Services for the American Rescue Plan Act. With nearly three decades of experience in serving public agencies in Florida and across the United States, our firm is well-positioned to assist the City of Deerfield Beach in leveraging grant funding to augment existing local funding and achieve its goals to benefit the residents it serves.

With a diverse client base, our team is adept at adding value to early program creativity and diving into projects at any phase of the development cycle, always with a critical focus on driving value and maximizing accountability. *Accenture will operate from our Ocoee office or a closer location depending on the timing and the logistical needs of the engagement.*

We specialize in a wide array of consulting services, including program advisory, strategic management consulting, and grant funding acquisition. Our approach melds the City's critical aspects of grants compliance and program management, a targeted approach to stakeholder engagement, eligibility review, proactive planning regarding grant expenditures, and disbursement of funds. We will also help to augment and support City staff through the administrative burden of managing the City's ARPA funding. We are currently assisting over 30 local governments with similar work requested by the City, including over twenty in the State of Florida alone, including:

- Jefferson County, Florida
- Taylor County, Florida
- Madison County, Florida
- Wakulla County, Florida
- City of Lake Wales, Florida
- City of Gainesville, Florida
- City of Dania Beach, Florida
- City of North Lauderdale, Florida

We believe the relevant experience in our response aligns with the City's requests. We have overseen and delivered billions of dollars' worth of capital projects and financial compliance services. We understand the imperatives around federal compliance to avoid clawback, the nuance of working with public infrastructure and social programs, and how those projects can be best set up for success. We look forward to working with you.

Sincerely,



Todd Cozolino
Vice President
Accenture Infrastructure & Capital Projects

Scope of Work

Accenture is proposing to maintain the scope of work established in our previous ARPA engagement. The table below details the proposed tasks:

ARPA Service/Task Description	
1. Provide advice to the City about accounting and compliance procedures related to federal grants.	8. Assist City staff in organizing, reviewing, evaluating, auditing, and tracking City department requests for CSLFRF reimbursements. Reconcile City departmental invoices with City CSLFRF reports.
2. Support to meet all stated deadlines to meet ARPA Act of 2021 required timelines to recover full reimbursement.	9. Assist with developing closeout strategies and procedures for the City and assist the City with implementing those strategies and procedures.
3. Meet with federal representatives and/or state representatives as requested to discuss the City's COVID-19 related costs and expenditures.	10. Assist with responding to any requests for audit information by any source and assist with preparing responses to any audit.
4. Assist the City in completing the appropriate documentation required for federal grant funding and submitting all eligible expenditures to the appropriate agencies within the required deadline.	11. Confirm the City's information is prepared using recognized accounting principles in carrying out any of the services pursuant to the contract.
5. Provide assistance to determine if any eligible expenses have not been quantified and presented for reimbursement.	12. Provide miscellaneous services not otherwise described but which the City may require during the contract or any other tasks associated with accounting services or documentation reimbursement process as requested by the City.
6. Assist in tracking all documentation submitted to the cognizant agency.	13. Provide the City with a final report summarizing the total reimbursement requested, total expenditures, and any special circumstances.
7. Maintain records of all the documentation provided by the City submitted to any outside agency for reimbursement and provide the City with said copies.	14. Provide and present comprehensive financial reports and analysis to present to the City Commission and/or Committees.
8. Assist City staff in organizing, reviewing, evaluating, auditing, and tracking City department requests for CSLFRF reimbursements. Reconcile City departmental invoices with City CSLFRF reports. Evaluate City departmental timesheets for eligibility and audit timesheets against existing payroll records.	15. Work with the City's external auditors, who represent the City as Compliance Officers, for the City's Single Audit Reports.

Project Budget and Schedule

Our fees for professional services are inclusive of professional staffing, administrative support, report production, and travel costs. We will invoice the City monthly, and invoices are due upon receipt. Our fees are based on time and materials for personnel involved in the engagement at hourly rates commensurate with the professional’s level and experience as outlined in the table below:

Title	Key Resources	Hourly Rate
Senior Director	Jarell Potts	\$250
Director	Joseph Sheets	\$225
Project Manager	Danielle Hendry	\$150
Assistant Project Manager	Rebecca Trinidad	\$115

Due to the volatility of infrastructure and grant related projects, actual work and staff assignments may vary. Accenture is proposing the following schedule for the duration of the contract:

Period of Performance	Not-to-Exceed Amount
February 2026 through April 2027	\$50,000

Should unforeseen project needs cause us to believe the professional fees will exceed the above estimates, Accenture will immediately notify the City to discuss the appropriate course of action.

 Name:
 Title:
 City of Deerfield Beach, FL

Todd Cozolino

 Name: Todd Cozolino
 Title: Vice President
 Accenture Infrastructure & Capital Projects

EXHIBIT "B"

**STATE OF FLORIDA'S RFP NO. 25-80101500-RFP-V2; STATE OF FLORIDA
CONTRACT NO. 80101500-25-STC; CONTRACTOR'S HOURLY RATE AND PRICE
SHEET**



Division of State Purchasing
4050 Esplanade Way, Suite 360
Tallahassee, FL 32399-0950

Ron DeSantis, Governor
Pedro Allende, Secretary

The State of Florida

Department of Management Services

Request for Proposals (RFP)

Management Consulting Services

RFP No: 25-80101500-RFP-V2

Juli Kouba, Procurement Officer
4050 Esplanade Way, Suite 360
Tallahassee, Florida 32399-0950
(850) 921-0033
Juli.Kouba@dms.fl.gov

Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

Any protest concerning this agency decision or intended decision must be timely filed with the Department of Management Services' Agency Clerk. Protests may be filed by courier, hand delivery, or regular mail at: Department of Management Services, Office of the General Counsel, Attention: Agency Clerk, 4050 Esplanade Way, Suite 160, Tallahassee, Florida 32399-0950. Protests may also be filed by fax at 850-922-6312, or by email at agencyclerk@dms.fl.gov. It is the filing party's responsibility to meet all filing deadlines.

The Procurement Officer should be copied on such filings.

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1 INTRODUCTION

1.1 Timeline of Events

The table below contains the Timeline of Events for this solicitation. The dates and times within the Timeline of Events are subject to change. It is the responsibility of the Respondent to check for any changes on the Vendor Information Portal (VIP) and in the Business Network.

Respondents shall not rely on the Business Network time clock. It is not the official submission date and time deadline. In the event of a technical malfunction or discrepancy in VIP or in the Business Network, the Timeline of Events listed in the solicitation document shall prevail. The official solicitation dates and time deadlines are reflected in the Timeline of Events.

Timeline of Events		
Event	Time (Eastern Time)	Date
Solicitation posted on VIP and in the Business Network		April 9, 2025
Deadline to submit questions in the Business Network	10:00 AM	April 23, 2025
Anticipated date of posting Q&A on VIP and in the Business Network		May 7, 2025
Deadline to submit Proposal and all required documents in the Business Network	10:00 AM	June 17, 2025
Public meeting: Proposal Opening (non-mandatory) Department of Management Services 4050 Esplanade Way Tallahassee, FL 32399-0950 Conference Room Number 101 Conference Call # 888-585-9008 Conference Room # 582-904-411	10:30 AM	June 17, 2025
Anticipated period for evaluations		July 1, 2025 – July 18, 2025
Anticipated date to post Notice of Intent to Award on VIP and in the Business Network		August 5, 2025
Anticipated Term Contract start date		Upon execution

1.2 Definitions

Definitions contained in section 287.012, Florida Statutes (F.S.); Rule 60A-1.001, Florida Administrative Code (F.A.C.); Attachment A, Scope of Work, and Attachment E, Enterprise Standard Terms and Conditions are incorporated by reference. In the event of a conflict, the definitions listed in this section supersede the incorporated definitions for the purposes of this RFP document. All definitions apply in both their singular and plural sense.

Commodity Code – The State’s numeric code for classifying commodities and contractual services which meet specific requirements, specifications, terms, and conditions herein. Florida has adopted the United Nations Standard Products and Services Code (UNSPSC) for classifying commodities and services.

Confidential Information – Information that is trade secret or otherwise confidential or exempt from disclosure under Florida or federal law.

Department – The Department of Management Services, a State Agency.

Proposal – The document(s) submitted by a Respondent in response to this RFP.

Respondent – A Vendor who submits a Proposal.

Subcontractor – A Vendor that has executed an agreement with the Contractor, and has been approved by the Department, to supply management consulting services to a Customer under the Contract.

Term Contract – The legally enforceable State Term Contract, as defined in section 287.012, F.S., between the Department and the awarded Respondent(s) resulting from this solicitation.

Vendor – As defined in Rule 60A-1.001, F.A.C.

Vendor Information Portal (VIP) – The State of Florida’s vendor registration, supplier development, and bidding system developed in accordance with section 287.042(3), F.S. The Vendor Information Portal is accessible at <https://vendor.myfloridamarketplace.com>.

1.3 Objective

The Department is issuing this RFP to establish a State Term Contract for Management Consulting Services, which will replace Management Consulting Services State Term Contract (No. 80101500-20-1). The Department intends to make a multiple, statewide award; however, the Department reserves the right to award to one or multiple Respondents, statewide or by region, or to make no award, as determined to be in the best interest of the State.

The resulting Contract from this solicitation is intended to provide Customers with the capability to issue a request for quote (RFQ) to Contractors that have relevant experience in Management Consulting Services. The Department seeks to achieve service coverage throughout the State. Customers for this Contract include State agencies and Eligible Users.

The Management Consulting Services State Term Contract (No. 80101500-20-1) had an annual spend of approximately \$90 million in Fiscal Year 2023-2024. Historical spend is provided for informational purposes only and should not be construed as representing actual, guaranteed, or minimum spend under a new contract.

1.4 Scope of Work

Respondent(s) awarded a Term Contract under this RFP shall provide contractual services as described in the Attachment A, Scope of Work.

1.5 Term

The term is as specified in the Attachment H, Draft Term Contract.

1.6 Procurement Officer

In accordance with section 21 of the PUR 1001, incorporated by reference below, the Procurement Officer is the sole point of contact for this RFP. Violation of section 21 of the PUR 1001 may be grounds for rejecting a Proposal. The contact information for the Procurement Officer is:

Juli Kouba
Senior Purchasing Analyst
Division of State Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 360
Tallahassee, FL 32399-0950
Phone: 850-921-0033
Email: Juli.Kouba@dms.fl.gov

****ALL EMAILS TO THE PROCUREMENT OFFICER SHOULD CONTAIN THE SOLICITATION NUMBER IN THE SUBJECT LINE OF THE EMAIL ****

1.7 Order of Precedence for Solicitation

In the event of a conflict between the documents comprising this RFP, the conflict will be resolved in the following order of priority (highest to lowest):

- a) Addenda to RFP, if issued (in reverse order of issuance)
- b) Attachment A, Scope of Work
- c) Attachment C, Cost Proposal
- d) Attachment D, Technical Proposal Instructions and Evaluation Criteria
- e) Attachment E, Enterprise Standard Terms and Conditions
- f) Attachment H, Draft Term Contract
- g) This RFP document
- h) Other RFP attachments

1.8 Office of Supplier Development

The State of Florida supports its business community by creating opportunities for business enterprises to participate in procurements and contracts. The Department encourages supplier development through certain certifications and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Development (OSD) at OSDhelp@dms.fl.gov.

The Office of Supplier Development's Mentor-Protégé Program connects certified businesses with private business entities for business development mentoring. The Department strongly encourages Vendors doing business with the State to consider becoming a Mentor and participating in this initiative. More information on the Mentor-Protégé Program may be obtained by contacting the Office of Supplier Development at 850-487-0915 or by email at: OSDhelp@dms.fl.gov.

1.9 Department's Rights to Reject Proposals

The Department may reject any Proposal not submitted in the manner specified by this solicitation.

Proposals that do not meet all requirements, specifications, terms, and conditions of the solicitation or fail to provide all required information, documents, or materials may be rejected as non-responsive. Respondents whose Proposals, references, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of the Term Contract may be rejected as not responsible. The Department reserves the right to determine which Proposals meet the requirements of this solicitation and which Respondents are responsive and responsible. The Department is placing vendors on notice of the prohibitions against considering social, political, or ideological interests in government contracting contained in section 287.05701, F.S.

In this solicitation, the words "should" or "may" indicate desirable attributes or conditions but are permissive in nature. Where language indicates that the attribute or condition is mandatory, the Department still reserves the right to waive any minor irregularity if the Department determines that it is in the best interest of the State to do so.

A deviation from a requirement or condition is material if, in the Department's discretion, it provides a substantial advantage to one Respondent over another or has a potentially significant effect on the quality of the Proposal or on the cost to the State.

2 THE RFP PROCESS

2.1 Question Submission

The Department invites interested and registered Vendors to submit questions regarding the solicitation. Questions must be submitted in the Business Network by the time and date reflected in the 'Timeline of Events' section. Respondents are strongly encouraged to ask any questions regarding this RFP, including the proposed Term Contract terms and conditions, prior to the deadline to submit questions. The Department is not obligated to revise the solicitation or attachments and the answers posted to the Questions and Answers by the date in the Timeline of Events section of this RFP do not themselves constitute addenda to this RFP

2.2 Addenda to the RFP

The Department reserves the right to modify this solicitation by addenda. Addenda may modify any aspect of this solicitation. Any addenda issued will be posted on VIP and the Business Network. It is the Respondent's responsibility to check VIP and the Business Network for any changes throughout the solicitation process and prior to submitting a Proposal.

2.3 Public Opening

Proposals will be opened, and the names of Respondents will be announced at a public meeting on the date and at the location indicated in the Timeline of Events section. Respondents are not required to attend. In accordance with section 119.071(1)(b), F.S., the Department will not provide other information regarding the received Proposals at the public opening.

2.4 Special Accommodations

Any person requiring a special accommodation due to a disability should contact the Department's Americans with Disabilities Act (ADA) Coordinator at 850-922-7535 or ADA.Coordinator@dms.fl.gov at least five Business Days prior to the scheduled event. If

hearing or speech-impaired, please contact the ADA Coordinator by using the Florida Relay Service at 800-955-8771 (TDD).

2.5 Technical Evaluation

The evaluators will independently review and score the Technical Proposal(s) received from responsive and responsible Respondents using the evaluation criteria described in Attachment D, Technical Proposal Instructions and Evaluation Criteria.

2.6 Mandatory Responsive Requirements

The Department will not review Proposals from Respondents who do not meet the mandatory responsive requirements listed in Attachment B.

Note: The Department will perform an initial responsiveness check. Proposals found to be non-responsive will not be considered for award. The Department reserves the right to act upon information discovered during and after the initial responsiveness check impacting the responsibility or responsiveness of the Proposal or Respondent.

2.7 Equal Proposals

In the event that there are no multiple awards contemplated in the RFP, and the Department receives equal Proposals eligible for award, the Department will comply with the following, as applicable: sections 287.057(12), 287.087, 287.092, 295.187(4)(a), and 295.187(4)(b), F.S. In order to clarify the Respondents' status with regard to the applicable statutory preference requirements, the Department may request information from Respondents with equal eligible Proposals. A Respondent will not be permitted to amend or supplement its Proposal in response to such request for clarification.

2.8 Scoring Methodology

The scoring methodology is outlined below:

Proposal	Available Points
A. Technical Proposal (Attachments L1 through L9)	90
B. Cost Proposal (Attachment C)	10
Total Available Points (A + B)	100

2.8.1 Technical Proposal - 90 Available Points

The Respondent may be awarded up to 90 points for its Technical Proposal in accordance with the evaluation criteria outlined in Attachment D, Technical Proposal Instructions and Evaluation Criteria.

2.8.2 Cost Proposal - 10 Available Points

The Respondent may be awarded up to 10 points for its Cost Proposal. The Department will consider the total cost for each year of the Term Contract, including renewal years, as submitted by the Respondent. The Respondent should submit only one Cost Proposal, which will be used across all Service Categories that the Respondent submits a response for. The Respondent will receive 10 points for submitting a fully completed Cost Proposal using the Attachment C, Cost Proposal document. Failure to submit a

fully completed Attachment C, Cost Proposal will result in 0 points for the Cost Proposal, and the Department may deem the Respondent nonresponsive for all Service Category(ies).

2.9 Basis of Award

The total final score will be determined by combining the Cost Proposal score and the average of the evaluator Technical Proposal scores for each Service Category.

The Term Contract(s) will be awarded for each respective Service Category to the responsive and responsible Respondent(s) whose proposal for that Service Category obtained a total final score of 70 or more points, if determined to be the most advantageous to the State of Florida.

The Department reserves the right to award multiple Term Contract(s) or to award Term Contract(s) for all or part of the work contemplated by this solicitation

The Department reserves the right to reject all Proposals.

2.10 Electronic Posting of Notice of Intent to Award

The Department will electronically post a Notice of Intent to Award on VIP and in the Business Network in accordance with the Timeline of Events of this RFP. The Notice of Intent to Award will remain posted for a period of 72 hours, not including Saturdays and Sundays or State holidays, as specified in section 110.117, F.S.

2.11 Contract Formation

The Department may issue a Notice of Intent to Award to award Term Contract(s) to successful Respondent(s). The award does not imply execution of a Term Contract. No contract shall be formed between a Respondent and the Department until both parties sign the Term Contract. The Department shall not be liable for any work performed before the Term Contract is effective.

The Department intends to enter into Term Contract(s) with Respondent(s) pursuant to the Basis for Award section of this solicitation. No additional documents submitted by a Respondent shall be incorporated in the Term Contract unless they are specifically identified, incorporated by reference, and approved by the Department. If any additional documents are submitted by the Respondent, the additional documents will not be considered for the basis for award.

2.12 Other Requirements Following Award

2.12.1 Registration with the Florida Department of State

If awarded a Term Contract, and prior to execution of a Term Contract, the Respondent shall provide a PDF file of its current and active registration with the Florida Department of State or, if exempt from registration, the Respondent shall provide a statement to that effect noting the basis for the exemption. Respondents should note that foreign entities are required to obtain a Florida Certificate of Authorization pursuant to applicable Florida Statutes from the Florida Department of State, Division of Corporations, to transact business in the State of Florida. For additional information, please visit <https://dos.myflorida.com/sunbiz/>.

2.12.2 Florida Substitute Form W-9

It is the responsibility of the awarded Respondent to complete a Florida Substitute Form W-9 prior to execution of a Term Contract. The Internal Revenue Service receives and validates the information provided on the Florida Substitute Form W-9. For instructions on how to complete the Florida Substitute Form W-9, please visit <https://flvendor.myfloridacfo.com/>.

2.12.3 PUR 7801 Vendor Certification Form

It is the responsibility of the awarded Respondent to provide a completed Attachment G, PUR 7801 Vendor Certification Form prior to Term Contract execution and annually thereafter throughout the term of the Term Contract. A completed Attachment G, PUR 7801 Vendor Certification Form includes any required forms referenced therein.

3 RESPONDING TO THE RFP

3.1 General Instructions

The PUR 1001, General Instructions to Respondents (10/06), is incorporated by reference and is accessible at https://www.dms.myflorida.com/content/download/2934/11780/PUR_1001_General_Instructions_to_Respondents.pdf.

3.2 Special Instructions

The following special instructions modify the general instructions provided in the incorporated PUR 1001.

Sections 8, 10, 13, 17, and 18 of the PUR 1001 are deleted in entirety.

Sections 3, 4, 5, 7, 9, 11, 14, 15, 19, and 20 of the PUR 1001 are inapplicable and are replaced as follows:

3. Electronic Submission of Proposals. Proposals shall be submitted in accordance with the How to Access the Sourcing Event in MyFloridaMarketPlace section of this solicitation.

4. Terms and Conditions. All Proposals are subject to the terms of this solicitation, which, in case of conflict, will have the order of precedence listed in the 'Order of Precedence for Solicitation' section.

The Department will not accept any unrequested terms or conditions submitted by a Respondent, including any appearing in documents attached as part of a Respondent's Proposal or hyperlinked therein. In submitting its Proposal, a Respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect.

5. Questions. Questions shall be submitted in accordance with the 'Question Submission' section of this solicitation.

7. Convicted Vendor, Discriminatory Vendor, Antitrust Violator, and Forced Labor Vendor Lists.

a. Convicted Vendor List.

Pursuant to section 287.133, F.S., a person or affiliate who has been placed on the Convicted Vendor List following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public

entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S. for CATEGORY TWO for a period of 36 months following the date of being placed on the Convicted Vendor List.

b. Discriminatory Vendor List.

Pursuant to section 287.134, F.S., an entity or affiliate who has been placed on the Discriminatory Vendor List may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

c. Antitrust Violator Vendor List.

Pursuant to section 287.137, F.S., a person or an affiliate who has been placed on the Antitrust Violator Vendor List following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity.

d. Forced Labor Vendor List.

Pursuant to section 287.1346, F.S., a company placed on the Forced Labor Vendor List may not submit a bid, proposal, or reply on a contract to provide commodities to an agency; be awarded a contract or perform work as a contractor, supplier, subcontractor, or consultant with an agency for the provision of commodities; or transact business for the provision of commodities with an agency. Additionally, an agency may not accept a bid, proposal, or reply from; award a contract to; or transact business pertaining to the provision of commodities with a company on the forced labor vendor list, or an entity under the control of such company, for a period of 365 days after the date the company was placed on the list unless the company is removed from the list pursuant to section 287.1346(5)(d), F.S.

9. Respondent's Representation and Authorization. In submitting a Proposal, the Respondent certifies that it understands, represents, and acknowledges the following:

- a. The Respondent is not currently under suspension or debarment by the State or any other governmental authority.
- b. The Respondent currently has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.
- c. The submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any entity or person to submit a complementary or other noncompetitive Proposal.
- d. The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other Respondent or potential Respondent; neither the prices nor amounts, actual or approximate,

have been disclosed to any other Respondent or potential Respondent, and they will not be disclosed before the solicitation opening.

- e. The Respondent has fully informed the Department in writing of all convictions of the Respondent, its affiliates (as defined in section 287.133(1)(a), F.S.), and all directors, officers, and employees of the Respondent and its affiliates for violation of any state or federal law involving a public entity crime (as defined in section 287.133(1)(g), F.S.). This includes disclosure of the names of current employees who were convicted of public entity crimes while in the employ of another company.
- f. Neither the Respondent nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or in a position involving the administration of federal funds:
 - o Is presently indicted or, within the preceding three years, has been convicted or found guilty of, or found civilly liable for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
 - o Has within a three-year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or default.
- g. The products and services offered by the Respondent conform to the specifications contained herein without exception.
- h. The Respondent has read and understands the terms and conditions listed in the Draft Term Contract, and the submission is made in conformance with those terms and conditions.
- i. If an award is made to the Respondent, the Respondent agrees that it will execute the Draft Term Contract.
- j. The Respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the Proposal, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act, or other conduct inconsistent with any of the statements and representations made in the Proposal.
- k. The Respondent shall indemnify, defend, and hold harmless the Department, Customer, and their employees against any cost, damage, or expense which may be incurred or be caused by any error in the Respondent's preparation of its Proposal.
- l. All information provided by, and representations made by, the Respondent are material and important and will be relied upon by the Department in awarding the Term Contract. Any misstatement may be treated as fraudulent concealment from the Department and Customers of the true facts relating to submission of the Proposal. A misrepresentation may be punishable under law.

The Department reserves the right to deem the Respondent non-responsive or non-responsible based on any information provided in, or omitted from, the Respondent's Proposal related to the certifications of this section.

11. Performance Qualifications. The Customer reserves the right to investigate or inspect at any time whether the product, qualifications, or facilities offered by the Vendor

meet the Term Contract requirements. Vendor shall at all times during the Term Contract term remain responsive and responsible. In determining a Vendor's responsibility, DMS shall consider all information or evidence which is gathered or comes to the attention of the agency which demonstrates the Vendor's capability to fully satisfy the requirements of the solicitation and the Term Contract.

A Vendor must be prepared, if requested, to present evidence of experience, ability, and financial standing, as well as a statement as to plant, machinery, and capacity of the respondent for the production, distribution, and servicing of the product bid. If DMS determines that the conditions of the solicitation documents are not complied with, or that the product proposed to be furnished does not meet the specified requirements, or that the qualifications, financial standing, or facilities are not satisfactory, or that performance is untimely, DMS may reject the response or terminate the Term Contract. A Vendor may be disqualified from receiving awards if Vendor, or anyone in Vendor's employment, has previously failed to perform satisfactorily in connection with public bidding or contracts. This paragraph shall not mean or imply that it is obligatory upon DMS to make an investigation either before or after award of the Term Contract, but should DMS elect to do so, a Vendor is not relieved from fulfilling all Term Contract requirements.

14. Firm Response. The Department intends to make an award within 90 days after the date of the opening, during which period Proposals shall remain firm and shall not be withdrawn. If an award is not made within 90 days, the Proposal shall remain firm until the Department enters into a Term Contract or the Department receives from the Respondent written notice that the Proposal is withdrawn.

15. Clarifying Information. The Department may request, and Respondent shall provide, clarifying information or documentation. Failure to supply the information or documentation as requested may result in the Proposal being deemed non-responsive.

19. Public Records. Article 1, section 24, Florida Constitution, guarantees every person access to all public records, and section 119.011, F.S., provides a broad definition of "public record." As such, the entirety of the Proposals are public records and are subject to disclosure unless exempt from disclosure by law. If the Respondent considers any portion of its Proposal to be Confidential Information, the Respondent is to mark the document as "confidential" and simultaneously provide the Department with a separate, redacted copy of its Proposal. For each portion redacted, the Respondent is to briefly describe in writing the grounds for claiming exemption, including the specific statutory citation for such exemption. On the cover of the redacted copy, the Respondent is to provide its name and the Department's solicitation name and number and clearly title it, "Redacted Copy." Only portions of material that the Respondent claims are Confidential Information are to be redacted.

In accordance with section 119.071(1)(b), F.S., Proposals are exempt from production in response to public records requests until such time as the Department provides notice of an intended decision or until 30 days after opening the Proposals, whichever is earlier. After that time, the Department will provide the redacted copy, if any, in response to a public records request. If the Respondent fails to mark a record it claims contains Confidential Information as "confidential," or fails to submit a redacted copy in accordance with this section of a record it claims contains Confidential Information, the Department shall have no liability for release of such record. The foregoing will apply to every instance in which the Respondent fails to both mark a record "confidential" and

redact it in accordance with this section, regardless of whether the Respondent may have properly marked and redacted the same or similar Confidential Information in another instance or record submitted to the Department.

In the event of a request for public records pursuant to Chapter 119, F.S., the Florida Constitution, or other authority, to which documents that are marked as “confidential” are responsive, the Department will provide the redacted copy to the requestor. If the Respondent has marked a record as “confidential” but failed to provide a redacted copy to the Department, the Department may notify the Respondent of the request and the Respondent may have up to ten (10) Business Days from the date of the notice to provide a Respondent-redacted copy, or else the Department may release the unredacted record to the requestor without liability. If a requestor asserts a right to the redacted Confidential Information, the Department will notify the Respondent such an assertion has been made. The notice will provide that if the Respondent seeks to protect the Respondent-redacted Confidential Information from release it must, within thirty (30) days after the date of the notice and at its own expense, file a cause of action seeking a declaratory judgment that the information in question is exempt from section 119.07(1), F.S., or other applicable law and an order prohibiting the Department from publicly disclosing the information. The Respondent shall provide written notice to the Department of any cause of action filed. If the Respondent fails to file a cause of action within thirty (30) days the Department may release the unredacted copy of the record to the requestor without liability.

If the Department becomes subject to a demand for discovery or disclosure of documents that are marked as “confidential” in a legal proceeding, (whether by oral questions, interrogatories, requests for information or documents, subpoena, or similar process), unless otherwise prohibited by law, the Department will give the Respondent notice of the demand or request prior to disclosing any Confidential Information to allow the Respondent to seek a protective order or other appropriate relief at the Respondent’s sole discretion and expense. If the Respondent fails to take appropriate and timely action to protect the materials it has designated as Confidential Information or fails to provide a redacted copy that may be disclosed, the Department will provide the unredacted materials to the requestor.

By submitting a Proposal, the Respondent agrees to protect, defend, and indemnify the Department for all claims, costs, fines, settlement fees, and attorneys’ fees, at both the trial and appellate levels, arising from or relating to the Respondent’s determination its records contain Confidential Information. In the event of a third-party claim brought against the Department for failure to release the Respondent’s redacted Confidential Information, the Respondent shall assume, at its sole expense, the defense or settlement of such claim, including attorney’s fees and costs at both the trial and appellate levels. If the Respondent fails to continuously undertake the defense or settlement of such claim or if the Respondent and the Department mutually agree that the Department is best suited to undertake the defense or settlement, the Department will have the right, but not the obligation, to undertake the defense or settlement of such claim, at its discretion. The Respondent shall be bound by any defense or settlement the Department may make as to such claim, and the Respondent agrees to reimburse the Department for the expense, including reasonable attorney’s fees and costs at both the trial and appellate levels associated with any defense or settlement that the Department may undertake to defend Respondent’s Confidential Information. The Department will

also be entitled to join the Respondent in any third-party claim for the purpose of enforcing any right of indemnity under this section.

If at any point the Department is reasonably advised by its counsel that disclosure of the Confidential Information is required by law, including but not limited to Florida's public records laws, the Department may disclose such Confidential Information without liability hereunder.

20. Protests. Any protest concerning this solicitation should be made in accordance with sections 120.57(3) and 287.042(2), F.S., and Rule Chapter 28-110, F.A.C. Any communication not in accordance with these sections or the solicitation, including questions to the Procurement Officer, will not constitute formal notice of a protest.

3.3 How to Access the Sourcing Event in MyFloridaMarketPlace

3.3.1 VIP and Business Network Registration Requirements

A Vendor must be registered in the MyFloridaMarketPlace (MFMP) Vendor Information Portal (VIP) to submit its intent to participate in this solicitation from the Advertisements Dashboard in VIP. A Vendor must also be registered in the Business Network (formerly known as Ariba Network) to submit questions and respond to this solicitation event.

To Participate in this solicitation, a Vendor must:

- a) Create an account through VIP at <https://vendor.myfloridamarketplace.com/> if not already registered. For information on how to register in VIP, access MFMP training materials using the link in the MFMP Training section below.
- b) Once registered in VIP and logged into your company's VIP account, search for this solicitation from the Advertisements Dashboard and click "Intends to Participate."
- c) The Vendor's solicitation contact as listed in Vendor's VIP account will receive an invitation to participate in the solicitation via email. This email will give the option to register the Vendor's company on the Business Network or to log into the Business Network using the Vendor's credentials if the Vendor already has a Business Network account.

If a Vendor is **NOT** registered in the Business Network, the Vendor must:

- a) Register in the Business Network using the provided link received after selecting "Intends to Participate" in VIP. The Vendor must follow the registration wizard to fill in all required sections, read, and agree to the MFMP terms of use by checking the box, and click "Register" to complete the registration process.
 - 1) The Vendor's contact will receive an email from the Business Network confirming the registration of the Vendor's account. To activate the Vendor's account, select the "Click here to activate your Ariba account" link. This will direct the Vendor to the Business Network welcome page.

If a Vendor is registered in the Business Network and has selected it Intends to Participate in this solicitation:

- a) Login using the login credentials to gain access to the Business Network home page.
- b) To navigate to different tools, select the “**Business Network**” drop down menu at the top left-hand corner of the screen. To access sourcing (solicitation) events select “**Ariba Proposals & Questionnaires**” and review the “**Events**” list.
- c) Review the “Events” list for the title of this solicitation’s sourcing event.
 - 1) The sourcing event will either be displayed in the “Preview” or “Open” status.

A sourcing event can appear in various statuses based on where the solicitation is in the solicitation process. The possible statuses are defined below:

 - Preview – The sourcing event has not yet been opened to receive responses, but the details of the solicitation can be viewed by registered Vendors
 - Open – The sourcing event is currently open for viewing and registered Vendors may respond to the solicitation
 - Pending Selection – The sourcing event is no longer receiving submissions for the solicitation, but an agency decision has not yet been posted on VIP
 - Completed - The sourcing event is no longer receiving submissions for the solicitation and an agency decision has been posted on VIP
- d) Click the sourcing event title to review the details of the event.
- e) In the Event Details page, there is a “Checklist” of steps which must be completed before a Vendor can respond to this solicitation, including accepting the Ariba Network’s Respondent’s Agreement.

For more information on reviewing and submitting a response, access MFMP training materials using the link in the MFMP Training section below.

ALL VENDORS MUST SELECT ‘INTENDS TO PARTICIPATE’ IN VIP AND SUBMIT THEIR RESPONSE AND ALL REQUIRED DOCUMENTS IN THE BUSINESS NETWORK BY THE TIME AND DATE LISTED IN THE TIMELINE OF EVENTS IN ORDER TO PARTICIPATE IN THIS SOLICITATION.

NOTE: Changes made in VIP, including new registrations, may take up to 48 hours to take effect. Do not wait until the last minute.

3.3.2 MFMP Training

MFMP University offers Vendor training materials on the Department’s MFMP Vendor Training website. Please visit:

http://www.dms.myflorida.com/business_operations/state_purchasing/myfloridamarketplace/mfmp_university/mfmp_u_for_vendors to access the MFMP Vendor Guide for information on VIP registration, commodity codes, and responding to solicitations in the Business Network.

3.3.3 MFMP Assistance

If you need assistance with using MFMP, please contact the MFMP Customer Service Desk at (866) 352-3776 or VendorHelp@myfloridamarketplace.com. Note that specific questions regarding this solicitation must be submitted in accordance with the Question Submission section.

3.4 Modification or Withdrawal of Proposal

Respondents are responsible for the content and accuracy of their Proposals. A Respondent may modify or withdraw its Proposal in the Business Network at any time prior to the Proposal due date and time set forth in the 'Timeline of Events' section.

3.5 Cost of Proposal Preparation

The costs related to the development and submission of a Proposal are the full responsibility of the Respondent and are not chargeable to the Department.

3.6 Independent Preparation

A Respondent shall not, directly, or indirectly, collude, consult, communicate, or agree with any other Respondent as to any matter related to the Proposal each is submitting. Additionally, a Respondent shall not induce any other Respondent to modify, withdraw, submit, or not submit a Proposal.

3.7 False or Erroneous Information

A Respondent who submits false or erroneous information may be deemed non-responsible, non-responsive or not awarded a Term Contract. If the Respondent's Proposal is found to contain false or erroneous information after Term Contract award, the Term Contract may be terminated, and the Department may pursue any other legal action available.

RFP ATTACHMENTS

Attachment A, Scope of Work
Attachment B, Mandatory Responsive Requirements
Attachment C, Cost Proposal
Attachment D, Technical Proposal Instructions and Evaluation Criteria
Attachment E, Enterprise Standard Terms and Conditions
Attachment F, PUR 1000 General Contract Conditions
Attachment G, PUR 7801 Vendor Certification Form
Attachment H, Draft Term Contract
Attachment I, PUR 1355, Foreign Country of Concern Attestation Form
Attachment J, No Offshoring
Attachment K, Certification of Drug Free Workplace
Attachments L1 through L9, Technical Proposal Response

Required Documents to be submitted by Respondent prior to RFP opening

Completed Attachment B, Mandatory Responsive Requirements
Completed Attachment C, Cost Proposal
Completed Attachment I, PUR 1355, Foreign Country of Concern Attestation Form
Completed Attachment J, No Offshoring

Completed Attachments L1 through L9 Technical Proposal Response Forms (for all applicable Service Categories for which the Respondent is responding to)

Optional Documents to be submitted by Respondent prior to RFP opening
Completed Attachment K, Certification of Drug Free Workplace (if applicable)



**State Term Contract
No. 80101500-25-STC
For
Management Consulting Services**

This State Term Contract No. 80101500-25-STC (“Term Contract”) is between the **Department of Management Services** (“Department”), an agency of the State of Florida, located at 4050 Esplanade Way, Tallahassee, Florida 32399; and **Accenture LLP** (“Contractor”) with its principal place of business located at 500 W. Madison St., Chicago, IL 60661; collectively referred to herein as the “Parties.”

WHEREAS, the Department issued a competitive solicitation for Management Consulting Services; and

WHEREAS, the Contractor was awarded as a result of such competitive solicitation.

NOW THEREFORE, in consideration of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Term and Effective Date.

The initial term of the Term Contract shall be for three years. The Term Contract will become effective on December 1, 2025 or on the date signed by all Parties, whichever is later. The Term Contract shall expire on November 30, 2028 unless terminated earlier or renewed in accordance with Exhibit B, Enterprise Standard Terms and Conditions.

2. Order of Precedence.

This contract document and the attached exhibits constitute the Term Contract and the entire understanding of the Parties. All Exhibits listed below are incorporated into this Term Contract by reference herein. In the event of a conflict, the Term Contract document and Exhibits shall have priority in the following order:

- a) This contract document
- b) Exhibit A, Scope of Work
- c) Exhibit B, Enterprise Standard Terms and Conditions
- d) Exhibit C, Price Sheet

3. Purchases off this Term Contract.

Upon execution of this Term Contract, Customers, as defined in Exhibit B, Enterprise Standard Terms and Conditions, may purchase products and services under this Term Contract. Any entity making a purchase off of this Term Contract acknowledges and agrees to be bound by the terms and conditions of this Term Contract. The Contractor shall adhere

State Term Contract No. 80101500-25-STC
For
Management Consulting Services

to the terms included in any contract or purchase orders issued pursuant to this Term Contract.

4. Primary Contacts.

Department's Contract Manager:

Christia Nunnery
Division of State Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 360
Tallahassee, Florida 32399
Telephone: (850) 412-2721
Email: Christia.Nunnery@dms.fl.gov

Contractor's Contract Manager:

Michelle McGinley
Accenture LLP
3800 Esplanade Way, Suite 100
Tallahassee, Florida 32311
Telephone: (850) 322-7248
Email: Michelle.M.Mcginley@accenture.com

Either party may notify the other by email of a change to a designated Contract Manager providing the contact information for the newly designated contact, and such notice is sufficient to effectuate this change without requiring a written amendment to the Term Contract.

IN WITNESS THEREOF, the Parties hereto have caused this Term Contract to be executed by the undersigned duly authorized officials.

State of Florida:
Department of Management Services

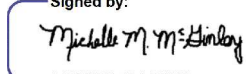
By:  _____
C94713929499485...

Name: Pedro Allende

Title: Secretary

Date: 12/11/2025 | 7:22 AM EST

Contractor:
Accenture LLP

By:  _____
21E7C5D5C6154B6...

Name: Michelle M. McGinley

Title: Managing Director

Date: 12/10/2025 | 3:48 PM GMT

EXHIBIT A SCOPE OF WORK

1. PURPOSE

To provide Customers with Management Consulting Services on a statewide basis, pursuant to the terms set forth in this Scope of Work.

2. DEFINITIONS

Definitions contained in section 287.012, Florida Statutes (F.S.); Rule 60A-1.001, Florida Administrative Code (F.A.C.); and Exhibit B, Enterprise Standard Terms and Conditions; are incorporated by reference. In the event of a conflict, the definitions listed in this section supersede the incorporated definitions for the purposes of this Scope of Work. All definitions apply in both their singular and plural sense.

Business Day – Monday through Friday, inclusive, except for those holidays specified in section 110.117, F.S., from 8:00 a.m. to 5:00 p.m. at the Customer's location.

Business Network – The Business Network (formerly known as Ariba Network) is an online marketplace that connects Vendors and buyers for solicitations collaboration and purchasing transactions. A Business network account is required to submit responses to electronic solicitations.

Character – Every letter, number, punctuation mark, symbol, special character, regular space, non-breaking space, tab, other white space, and space typed.

Contract – The written agreement between the Department and the Contractor for Management Consulting Services.

Contract Manager – The representative designated by the Department who will oversee all aspects of the Term Contract, monitor performance expectations, and serve as the primary point of contact for the Contractor.

Contractor – A Vendor that enters a Contract with the Department as a result of this solicitation.

Customer – A State agency or Eligible User.

Eligible User – As defined in Rule 60A-1.001, F.A.C.

Hourly Rate – The maximum amount charged per hour of work performed, as submitted by Respondent on Exhibit C, Price Sheet.

Management Consulting Services - The nine categories of services contemplated within this Term Contract: Organizational Strategy Development; Project Management Consulting; Program Research, Planning, Analyses, Scenarios, Reports, and Evaluations Consulting; Executive Leadership Development and Customized Training; Policy, Program, Regulation, and Development Consulting; Process and Productivity Improvement and Advisory Assistance Consulting; Litigation Consulting; Systems Alignment and Consolidation Support; and

Comprehensive Grants Management Services for Federal Disaster and Emergency Assistance Programs.

Order – Written agreement between the Customer and Contractor which establishes the services agreed upon by the Customer and Contractor and may be used interchangeably with purchase order.

Project-Based Pricing – A negotiated flat fee charged for completion of an entire project, including all associated deliverables comprising the project.

Response Block – Text field on Attachments L through L9 “Response Goes Here” where Respondents provide Technical Proposal responses to Prompt 1 Experience and Prompt 2 Proposed Solution.

Service Category(ices) – A group of Management Consulting Services that is described in this Scope of Work.

State – The State of Florida

Term Contract – The legally enforceable State Term Contract, as defined in section 287.012, F.S., between the Department and the Contractor.

Vendor – As defined in Rule 60A-1.001, F.A.C.

3. SCOPE OF WORK

3.1 Description of Scope

The Management Consulting Services available through this Term Contract are classified under the following Service Categories: Organizational Strategy Development; Project Management Consulting; Program Research, Planning, Analyses, Scenarios, Reports, and Evaluations Consulting; Executive Leadership Development and Customized Training; Policy, Program, Regulation, and Development Consulting; Process and Productivity Improvement and Advisory Assistance Consulting; Litigation Consulting; Systems Alignment and Consolidation Support; and Comprehensive Grants Management Services for Federal Disaster and Emergency Assistance Programs.

Services will be provided on an as-needed basis with no guaranteed or minimum spend under a new Contract. The Customer-specific Scope of Work (“CSOW” or “Customer SOW”) will be determined and agreed upon by the Customer and the selected Contractor as set forth in the Customer Contract or Order.

3.2 Service Categories

Service Category Number	Service Category Name	Service Category Description
Service Category 1	Organizational Strategy Development	Conduct internal and external audits to gain a clear understanding of the organization, set vision and goals, determine accountability, priorities and

		objectives, provide areas of improvement and adjustments, determine and implement organization strategy, and evaluation.
Service Category 2	Project Management Consulting	Assisting Customers with the process of planning, organizing, and managing resources to achieve a specific goal or outcome within defined constraints such as scope, time, and budget. This may also involve planning and management related to the oversight of information technology projects.
Service Category 3	Program Research, Planning, Analyses, Scenarios, Reports, and Evaluations Consulting	Assessing, designing, and optimizing organization programs or initiatives. This includes conducting research, developing strategic plans, analyzing performance, and providing data-driven evaluations to improve effectiveness and outcomes. This may involve reviewing the current state of an existing program, defining clear objectives, and assessing whether the program is achieving desired outcomes and addressing key needs.
Service Category 4	Executive Leadership Development and Customized Training	Specialized in developing leadership skills, these consultants work with individuals, teams, or organizations to enhance their leadership capabilities. This involves designing and implementing training programs to enhance employee skills and organizational performance supporting Customer's goals and ensuring alignment with strategic priorities. Focusing on preparing for leadership transitions, ensuring continuity and stability in key positions through a personalized, confidential, and collaborative process.
Service Category 5	Policy, Program, Regulation, and Development Consulting	Assessing the effectiveness of programs or initiatives through data-driven reports and evaluations. Providing support in the creation, drafting, or refinement of policies and regulations that guide actions, decisions, and procedures within the Customer's organization, ensuring alignment with legal, ethical, and strategic goals.
Service Category 6	Process and Productivity Improvement and Advisory Assistance Consulting	Assisting Customers identify and implement strategies to optimize workflows, improve efficiency, and

		enhance service quality, leading to better outcomes. Provides guidance, strategic advice, and practical support to assist the organization effectively plan, implement, or enhance business programs or initiatives.
Service Category 7	Litigation Consulting	Provide specialized analysis, testimony, and advisory support in legal disputes, claims, or formal cases. These services may include evaluating business practices, assessing financial and operational impacts, preparing expert reports, and offering courtroom testimony to support case arguments with professional insights and industry expertise.
Service Category 8	Systems Alignment and Consolidation Support	Assisting Customers integrate and streamline diverse systems and processes to support enhanced efficiency, reduce costs, and improve performance.
Service Category 9	Comprehensive Grants Management Services for Federal Disaster and Emergency Assistance Programs	Providing expert support in grants management, including grant writing, application preparation, compliance, and financial reporting while ensuring full adherence to federal and state regulations.

3.3 Job Titles and Duties

The following sections describe the minimum duties of the personnel provided by the Contractor, in accordance with the terms of the Contract, who are used to provide Customers with Management Consulting Services pursuant to the Customer-specific Scope of Work as set forth in the Customer’s Order. Customers may supplement these duties in their Customer SOWs, provided the duties do not exceed or conflict with this Scope of Work. The necessary experience for a job title must be related to the Service Category(ides) sought by the Customer.

Principal Consultant: A minimum of ten (10) years’ experience in duties associated with Management Consulting Services is required for Principal Consultant positions. Duties of this position may include, but are not limited to:

- Providing executive-level consultation services to the Customer.
- Providing senior-level interface with the Customer and managing daily operations.
- Ensuring the timely performance and completion of all obligations under the Customer Order.
- Organizing and directing the overall performance of the Customer Order.
- Possessing the authority to make binding decisions on behalf of the Contractor.
- Formulating organizational strategy and directing major strategic initiatives.
- Ensuring that goals and objectives are accomplished within budgetary parameters.
- Developing and maintaining Customer relationships.

- Assisting on large, complex, or multi-discipline engagements.
 - Allocating financial and human resources and material assets.
 - Formulating and enforcing work standards.
 - Participating in the design phase of tasks and ensuring their successful execution.
2. **Senior Consultant**: A minimum of eight (8) years' experience in duties associated with Management Consulting Services is required for Senior Consultant positions. The functional responsibilities of this position may include, but are not limited to:
- Managing the day-to-day operations.
 - Ensuring the quality and timely completion of projects or services.
 - Providing technical and subject matter expertise in accordance with the Customer SOW.
 - Participating as a senior team member providing high-level consulting services.
 - Planning, organizing, and executing tasks in successful delivery of projects or services.
 - Developing and defining strategic visions.
 - Planning, directing, controlling, scheduling, coordinating, and organizing management of tasks.
 - Providing Customer interface in accordance with the Customer SOW.
 - Possessing authority and responsibility for the execution of Customer SOWs.
 - Planning, organizing, and overseeing all subordinate work efforts.
 - Ensuring quality standards and work performance in accordance with the Customer SOW.
 - Organizing, directing, and managing support services.
3. **Consultant**: A minimum of five (5) years' experience in duties associated with Management Consulting Services is required for Consultant positions. The functional responsibilities of this position may include, but are not limited to:
- Applying administrative, consultative, and technical expertise in accordance with the Customer SOW.
 - Planning, organizing, executing, and controlling project tasks in successful delivery of projects or services.
 - Interfacing with the Customer on a day-to-day basis to ensure timely delivery of projects or services.
 - Applying a broad set of management skills and technical expertise as a project leader.
 - Providing solutions through analysis.
 - Directing subordinates in the completion of task orders.
 - Organizing, directing, and managing support services.
 - Assigning tasks and overseeing projects or other services in accordance with the Customer SOW.
 - Directing activities in accordance with the Customer SOW.
 - Training Customer personnel through formal classroom courses, workshops, or seminars.

4. **Junior Consultant:** A minimum of three (3) years' experience in duties associated with Management Consulting Services is required for Junior Consultant positions. The functional responsibilities of this position may include, but are not limited to:
 - Applying a broad set of subject matter and technical expertise.
 - Directing projects or services within the estimated timeframes and budget constraints in accordance with the Customer SOW.
 - Organizing, directing, and managing support services.
 - Serving as a member of a team performing mid-level assignments.
 - Providing solutions through analysis.
 - Conducting Customer training through formal classroom courses, workshops, and seminars.

5. **Project Analyst:** A minimum of six (6) months' experience in duties associated with Management Consulting Services is required for Project Analyst positions. The functional responsibilities of this position may include, but are not limited to:
 - Providing project support services to implementation teams and senior staff.
 - Conducting project-related research.
 - Compiling and tracking analysis of project data.
 - Assisting in the analysis of solution requirements.
 - Developing project documentation.
 - Independently planning and executing project tasks and activities in accordance with the Customer SOW.

6. **Program and Administrative Support:** The functional responsibilities of this position may include, but are not limited to:
 - Coordinating and providing administrative support services to Contractor staff and Customer.
 - Supporting the provision of services or production of project deliverables and performing administrative functions required to complete tasks.
 - Providing graphics and editorial support services and desktop publishing services.
 - Maintaining version control of project documents.
 - Providing direct support to consulting and project analyst staff, including supporting the development of all deliverables.

3.4 Customer-specific Scope of Work

Customers shall develop a Customer SOW which establishes tasks, deliverables, specific positions, and preferences for the requested Service Category and service, service level, education qualification, and experience required to fulfill the Order. The Customer shall include the Customer SOW in the Request for Quote issued to the Contractors, and the Customer SOW shall be incorporated into any Order issued by the Customer. Customers are permitted to request terms and conditions which supplement those contained in this Contract. The Customer SOW may include, but is not limited to the following information:

- Statement of purpose
- Customer-specific deliverables
- Customer-specific criteria for completion related to tasks, project duties, and deliverables
- Customer-specific project job duties

- Preferred qualifications and experience of the individuals or organization performing services which may include resumes and references
- Required tasks and deliverables
- Anticipated timelines to complete the project or deliverables
- Contractor responsibilities
- Customer-specific financial consequences for non-performance
- Customer-specific payment terms
- Customer-specific terms and conditions

3.5 Customer Preferences

The following are non-exhaustive examples of Customer preferences which may be required by the Contractor and its personnel. Any Customer preferences will be listed in the Customer SOW or Request for Quotes.

- Knowledge of government business practices, which is inclusive of Federal and State of Florida practices.
- Experience providing proposed Services to Federal or State of Florida entities. Knowledge of Federal and state grant requirements, including laws, rules, and regulations

3.6 Pricing

Exhibit C, Price Sheet shall include the Contractors maximum Hourly Rates by job title for the initial and renewal terms of the Contract. The Customer and Contractor may negotiate a lower Hourly Rate in the Customer's SOW. The maximum Hourly Rate shall include all applicable costs for providing proposed Services. Hourly Rates submitted by the Contractor shall be in compliance with all federal, state, and local labor laws.

The Contractor shall not begin work on any services that will exceed the Customer's specified budget or Order without written approval from the Customer.

3.6.1 Project Based Pricing

Customers may request Project-Based Pricing to accomplish tasks and deliverables that include more complex requirements. Customers who choose to use a Project-Based Pricing model are not exempt from the requirements listed in the Request for Quote Requirement section, and must negotiate all pricing, fees and related expenses associated with the completion of each task and deliverable with the selected Contractor. Customers shall use maximum Hourly Rates or Project-Based Pricing, but not both. Project-Based Pricing is intended to provide predictability and a discount to Customers relative to the maximum Hourly Rates. Under no circumstances shall a Project-Based Price be permitted to be greater than the Hourly Rates. Project-Based Pricing should be fully detailed in the Customer SOW.

3.6.2 Contractor's Performance of Off-Site Work

The Hourly Rates provided in the Contractor's price sheet are contemplated for Management Consulting Services that are performed at the Customer's physical work location.

Any off-site work performed by the Contractor under this Contract must be authorized in writing by the Customer prior to the Contractor's commencement of the off-site work. Authorized off-site work must be in direct support of the Management Consulting Services outlined in the Customer SOW. The Customer may negotiate lower pricing for any

Management Consulting Services performed off-site.

3.6.3 Reimbursement for Travel Expenses

Travel expenses are not reimbursable unless specifically authorized by the Customer in writing and will be reimbursed only in accordance with section 112.061, F.S. Any reimbursable travel expenses should be fully detailed in the Customer's SOW. If travel is authorized by the Customer, payment for travel expenses shall be made on the basis of actual allowable costs incurred as authorized and approved by the Customer. Allowable costs should be task related and not include items normally associated with overhead, which are part of the billable Hourly Rates.

3.6.4 Price Adjustments

The Contractor shall provide initial and renewal term Hourly Rate pricing as provided to the Department in Exhibit C, Price Sheet. The Department will not allow for price increases throughout the life of the Contract unless specified in the renewal pricing submitted by the Contractor. Price decreases are allowable.

3.7 Contractor's Administrative Responsibilities

The Contractor shall provide all management, administrative, clerical, and supervisory functions required for the effective and efficient performance of all Customer Orders it accepts, and shall have sole responsibility for the supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), and any benefits for its personnel. The Contractor is accountable for the actions of its personnel. The Contractor's management responsibilities include, but are not limited to, the following:

- Ensuring personnel understand the requirements of the Customer Order to which they are assigned.
- Ensuring personnel know their management chain, adhere to Contractor policies, and exhibit professional conduct to perform in the best interest of the Customer.
- Ensuring personnel adhere to applicable laws, regulations, and Contract conditions governing Contractor performance and relationships with the Customer.
- Regularly assessing personnel performance and providing feedback to improve overall task performance.
- Ensuring high quality results are achieved through task performance.

3.8 Contractor Warranty

The Contractor agrees to the following representation and warranty:

Should any defect or deficiency in any deliverable, or the remedy of such defect or deficiency, cause incorrect data to be introduced into any Customer's database or cause data to be lost, the Contractor shall be required to correct and reconstruct, within the timeframe established by the Customer, all production, test, acceptance, and training files or databases affected, at no additional cost to the Customer.

3.9 Routine Communication

All routine communications related to the Contract shall be directed to the Department's assigned Contract Manager. Routine communications may be by email, regular mail, or telephone. If any of the Contractor's contact information changes during the life of the Contract, the Contractor shall notify the Department's Contract Manager, and such updates do not necessitate a formal

amendment to the Contract. Communications relating to a Customer's Contract or Order should be addressed to the contact person identified in the Customer's Contract or Order.

3.10 Compliance and Compatibility

It is the Contractor's responsibility to ensure that the Services supplied are compliant with the Term Contract requirements, specifications, terms, and conditions. Additionally, the Contractor shall ensure that all Services ordered by the Customer are fully compatible with each other and with any associated pre-existing Services possessed by the Customer and disclosed to the Contractor by the Customer. The Contractor's acceptance of the Customer's Order shall indicate that the Contractor agrees to deliver a Service(s) that is fully compliant and compatible with the Customer's Order requirements, specifications, terms, and conditions.

3.11 Request for Quotes Requirement

Customers shall use a Request for Quotes in accordance with sections 287.056(2) and 287.0591, F. S., and Rule 60A-1.043, F.A.C., when making purchases off this State Term Contract (Term Contract). For any purchases off the Term Contract, the Contractor recognizes its responsibility for all tasks and deliverables contained in the Term Contract and any Customer Request for Quote, warrants that it has fully informed itself of all relevant factors affecting accomplishment of the tasks and deliverables, and agrees to be fully accountable for the performance thereof.

3.12.1 Minimum Number of RFQ Issued by Customer

Pursuant to sections 287.056(2) and 287.0591(5), F.S., the Customer must ensure that an RFQ is issued to a minimum of 25 awarded Contractors (or all awarded Contractors, if fewer than 25) that are available under the Contract and that are authorized to provide the type of Management Consulting Services being requested.

3.12.2 Request for Quote Format

The specific format of the RFQ is left to the discretion of the Customer. Pursuant to section 287.056(2), F.S., RFQs performed within the scope of the Contract are not independent competitive solicitations and are not subject to the notice or challenge provisions of section 120.57(3), F.S.

3.12 Punchout Catalog and Electronic Invoicing

The Contractor is encouraged to provide an MFMP punchout catalog.

The punchout catalog provides an alternative mechanism for suppliers to offer the State access to Products awarded under the Term Contract. The punchout catalog also allows for direct communication between the MFMP eProcurement System and a supplier's Enterprise Resource Planning (ERP) system, which can reflect real-time Product inventory/availability information.

The punchout catalog enables Florida buyers to "punch out" to a supplier's website. Using the search tools on the supplier's Florida punchout catalog site, the user selects the desired Products. When complete, the user exits the supplier's punchout catalog site and the shopping cart (full of Products) is "brought back" to MFMP. No Orders are sent to a supplier when the user exits the supplier's punchout catalog site. Instead, the chosen Products are "brought back" to MFMP as line items in a purchase order. The user can then proceed through the normal workflow steps, which may include adding, deleting, and editing Products (i.e., line items) in the purchase order. An Order is not submitted to a supplier until the user approves and submits the purchase order, at which point the supplier receives an email with the Order details.

The Contractor may supply electronic invoices in lieu of paper-based invoices for those

transactions processed through MFMP. Electronic invoices may be submitted to the Customer through one of the mechanisms as listed below:

- 1) EDI (Electronic Data Interchange)
 This standard establishes the data contents of the Invoice Transaction Set (EDI 810) for use within the context of an Electronic Data Interchange (EDI) environment. This transaction set can be used for invoicing via the Business Network (formerly known as Ariba Network) for catalog and non-catalog goods and services.
- 2) PO Flip via BN
 This online process allows Contractors to submit invoices via the BN for catalog and non-catalog goods and services. Contractors are able to create an invoice directly from their inbox in their BN account by simply "flipping" the PO into an invoice. This option does not require any special software or technical capabilities.

The Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider of MFMP, a State contractor, the right and license to use, reproduce, transmit, distribute, and publicly display within MFMP. In addition, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider the right and license to reproduce and display within MFMP the Contractor's trademarks, system marks, logos, trade dress, or other branding designation that identifies the Products made available by the Contractor under the Term Contract.

3.13 Financial Consequences

Failure to comply with the requirements of the Term Contract will result in the imposition of financial consequences. The following financial consequences will apply for the Contractor's failure to meet the performance metric standard and due date corresponding with the deliverables under the Term Contract. The Customer may impose additional Financial Consequences beyond those stated herein to apply to that Customer's purchase. The State of Florida reserves the right to withhold payment or implement other appropriate remedies, such as Term Contract termination, or nonrenewal, when the Contractor has failed to comply with the provisions of the Term Contract.

The financial consequences below will be paid and received by the Department of Management Services within 30 calendar days from the due date specified by the Department. These financial consequences below are individually assessed for failures over each target period beginning with the first full month or quarter of the Term Contract performance and every month or quarter, respectively, thereafter.

Financial Consequences Chart

Deliverable	Performance Metric	Performance Due Date	Financial Consequence for Non-Performance
Contractor will timely submit complete Term Contract Quarterly Sales Reports	All Term Contract Quarterly Sales Reports will be submitted timely with the required information	Completed reports are due on or before the 30 th calendar day after the close of each State fiscal quarter	\$250 per day late

Deliverable	Performance Metric	Performance Due Date	Financial Consequence for Non-Performance
Contractor will timely submit complete MFMP Transaction Fee Reports	All MFMP Transaction Fee Reports will be submitted timely with the required information	Completed reports are due on or before the 15 th calendar day after the close of each month	\$100 per day late

No favorable action will be considered when Contractor has outstanding Term Contract Quarterly Sales Reports, MFMP Transaction Fee Reports, or any other documentation owed to the Department or Customer, to include fees / monies, that are required under this Term Contract.

3.14 Artificial Intelligence (AI) Technology

For purposes of this section 3.14, “AI Technology” is defined as any and all machine learning, deep learning, and other AI Technologies, including statistical learning algorithms, models (including large language models), neural networks, and other AI tools, agents, or methodologies, all software implementations of any of the foregoing, and related hardware or equipment capable of generating various types of content (including text, images, video, audio, or computer code) based on user-supplied prompts.

Except and only to the extent that AI Technology and its use is specifically described elsewhere in this Contract or Customer’s Purchase Order, or is otherwise approved in writing by the Department or Customer, the Contractor shall ensure that:

- a) no service or deliverable includes or depends in any way on AI Technology;
- b) the operation and use of any service or deliverable in accordance with this Contract or resulting Customer Order, including any specifications and documentation, does not require the use of AI Technology; and
- c) no Department or Customer Data shall be inputted or utilized by AI Technologies.

Exhibit B



ENTERPRISE STANDARD TERMS AND CONDITIONS

These Enterprise Standard Terms and Conditions set forth the terms and conditions regarding the administration of the Term Contract, including the provision of Products to Customers. Customer specific terms for purchases off this Term Contract shall be set forth in the Customer specific agreement.

SECTION 1. DEFINITIONS

Capitalized terms used herein are defined as follows:

“Attachments” means the attachments, addenda, schedules, exhibits, and other documents, however so titled, attached hereto or incorporated by reference herein.

“Business Days” means Monday through Friday, inclusive, excluding State holidays specified in section 110.117, Florida Statutes (“F.S.”).

“Contractor” means the person or entity that is a party to the Term Contract and is offering Products for purchase.

“Customer” means the agency, as defined in section 287.012, F.S., or eligible user, as defined in Rule 60A-1.001, Florida Administrative Code (“F.A.C.”), that makes a purchase off the Term Contract. For the avoidance of doubt, this also includes the Department when it purchases off the Term Contract.

“Department” means the Department of Management Services, an agency as defined in section 287.012, F.S., responsible for the administration of this Term Contract.

“Enterprise Alternate Contract Source” means a contract authorized pursuant to section 287.042(16), F.S., or approved pursuant to section 287.057(3)(b), F.S., for statewide use.

“Product” means any deliverable under the Term Contract, which may include commodities and contractual services, as each is defined in section 287.012, F.S. “Product” does not include, and no State funding under the Term Contract is being provided for, promoting, advocating for, or providing training or education on “Diversity, Equity, and Inclusion” (“DEI”). DEI is any program, activity, or policy that classifies individuals on the basis of race, color, sex, national origin, gender identity, or sexual orientation and promotes differential or preferential treatment of individuals on the basis of such classification, or promotes the position that a group or an individual’s action is inherently, unconsciously, or implicitly biased on the basis of such classification.

“State” means the State of Florida

“State Term Contract” means a term contract that is competitively procured by the department pursuant to section 287.057, F.S. and that is used by agencies and eligible users pursuant to section 287.056, F.S.

“Term Contract” means the legally enforceable term contract, as defined in section 287.012, F.S., between the Department and Contractor to which these Enterprise Standard Terms and Conditions apply, including all Attachments thereto. The Term Contract is either a State Term Contract or an Enterprise Alternate Contract Source.

SECTION 2. CONTRACT AMENDMENT

2.1 Amendment. The Term Contract contains all the terms and conditions agreed upon by the parties. Unless otherwise stated in Term Contract, the Term Contract may only be amended upon mutual written agreement signed by the parties. No oral agreements or representations will be valid or binding upon the Department or the Contractor. Unless explicitly agreed to by the Department in the Term Contract, no unilateral alteration or modification of the Term

Contract terms, including substitution of Product, will be valid or binding against the Customer.

The Department and Contractor may modify the Term Contract to alter, add to, or deduct from the Term Contract specifications, provided that such changes are within the general scope of the Term Contract. The parties may make an equitable adjustment in the Term Contract price or delivery date if the change affects the cost or time of performance.

SECTION 3. CONTRACT CONSTRUCTION AND ADMINISTRATION

3.1 Construction. Unless the context requires otherwise, (i) the words "include," "includes," and "including" are deemed to be followed by the words "without limitation;" (ii) the word "or" is not exclusive; and (iii) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to the Term Contract as a whole, inclusive of all Attachments. Unless the context requires otherwise, references herein to (i) sections or Attachments mean the sections of, or Attachments to, the Term Contract; (ii) an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (iii) a statute, rule, or other law or regulation means such statute, rule, or other law or regulation as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder.

Unless the context requires otherwise, whenever the masculine is used in the Term Contract, the same will include the feminine and whenever the feminine is used herein, the same will include the masculine. Unless the context requires otherwise, whenever the singular is used in the Term Contract, the same will include the plural, and whenever the plural is used herein, the same will include the singular, where appropriate. All references to "\$" or "dollars" means the United States Dollar, the official and lawful currency of the United States of America.

The Term Contract will be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Attachments referred to herein will be construed with, and as an integral part of, the Term Contract to the same extent as if they were set forth verbatim herein.

3.2 Administration. Execution in Counterparts. The Term Contract may be executed in counterparts, each of which will be an original and all of which will constitute but one and the same instrument.

3.2.1 Notices. Where the term "written notice" is used to specify a notice requirement herein, said notice will be deemed to have been given (i) when personally delivered; (ii) email (with confirmation of receipt) the day immediately following the day (except if not a Business Day then the next Business Day) on which the notice or communication has been provided prepaid by the sender to a recognized overnight delivery service; or (iii) on the date actually received except where there is a date of the certification of receipt.

Unless otherwise specified, the Contractor shall deliver all notices to the Department's Contract Manager and the Department shall deliver all notices to the Contractor's Contract Manager.

- 3.2.2 **Severability.** If a court deems any non-material provision of the Term Contract void or unenforceable, all other provisions will remain in full force and effect. Upon a determination that any material provision is void or unenforceable, the parties shall negotiate in good faith to modify this Term Contract to give effect to the original intent of the parties as closely as possible in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.
- 3.2.3 **Waiver.** The delay or failure by the Department to exercise or enforce any of its rights under the Term Contract will not constitute or be deemed a waiver of the Department's right thereafter to enforce those rights, nor will any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.
- 3.2.4 **Survivability.** The Term Contract and any and all promises, covenants, and representations made herein are binding upon the parties hereto and any and all respective heirs, assigns, and successors in interest. The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of the Term Contract, including without limitation, the obligations regarding confidentiality, proprietary interests, reporting, and public records, will survive termination or expiration of the Term Contract.
- 3.2.5 **Third Party Beneficiaries.** The parties acknowledge and agree that the Term Contract is for the benefit of the parties hereto. The Term Contract is not intended to confer any legal rights or benefits on any other party, except such rights and benefits associated with a purchase made by a Customer off this Term Contract.

SECTION 4. CONTRACT TERM, SUSPENSION, AND TERMINATION.

- 4.1 **Term.** The initial term will begin on the date set forth in the Term Contract documents or on the date the Term Contract is signed by all parties, whichever is later.

Upon written agreement, the Department and the Contractor may renew the Term Contract in whole or in part only as set forth in the Term Contract documents, and in accordance with section 287.057(13), F.S. No costs may be charged for the renewals.

4.2 Suspension of Work and Termination.

- 4.2.1 **Suspension of Work.** The Department may, in its sole discretion, suspend any or all activities under the Term Contract, at any time, when it is in the best interest of the State of Florida to do so. The Department will provide the Contractor written notice outlining the particulars of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the performance of the Term Contract. Suspension of work will not entitle the Contractor to any compensation for services not performed or commodities not delivered during the suspension period nor for any additional compensation.
- 4.2.2 **Termination for Convenience.** The Term Contract may be terminated by the Department, by written notice to the Contractor thirty (30) calendar days in advance, in whole or in part at any time, when the Department determines in its sole discretion that it is in the Department's interest to do so. The Contractor shall not furnish any Product after it receives the notice of termination, except as necessary to complete

the continued portion of the Term Contract, or a continued purchase off the Term Contract, if any. The Contractor will not be entitled to recover any cancellation charges or lost profits. If the Term Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of any Customer contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

- 4.2.3 **Termination for Cause.** The Department may terminate the Term Contract if the Contractor fails to (i) on multiple occasions, timely deliver Products purchased by Customers, (ii) on multiple occasions, maintain adequate progress on Customer purchases, thus endangering performance, (iii) honor any term of the Term Contract, or (iv) abide by any statutory, regulatory, or licensing requirement. The Department may, at its sole discretion, (i) immediately terminate the Term Contract, (ii) notify the Contractor of the deficiency and require that the deficiency be corrected within a specified time, otherwise the Term Contract will terminate at the end of such time, or (iii) take other action deemed appropriate by the Department. The Contractor shall continue work on any work not terminated.

Except for defaults of subcontractors at any tier, the Contractor will not be liable for any excess costs if the failure to perform arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor will not be liable for any excess costs for failure to perform, unless the subcontracted Products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Department. The rights and remedies of the Department in this clause are in addition to any other rights and remedies provided by law or under the Term Contract. The Customer will notify the Department of any vendor that has met the grounds for placement of the vendor on the Department of Management Services' Suspended Vendor List, as required in section 287.1351, F.S.

- 4.2.4 **Termination for Non-Compliance with E-Verify.** Pursuant to section 448.095(5)(c)1., F.S., the Department shall terminate the Term Contract if it has a good faith belief that the Contractor has knowingly violated section 448.09(1), F.S. Pursuant to section 448.095(5)(c)2., F.S., if the Department has a good faith belief that a subcontractor knowingly violated section 448.09(1), F.S., the Department shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
- 4.2.5 **Termination Related to Statutory Certifications.** At the Department's option, the Term Contract may be terminated if the Contractor is placed on any of the lists referenced in the attached PUR 7801, Vendor Certification Form, or would otherwise be prohibited from entering into or renewing the Term Contract based on the statutory provisions referenced therein.

- 4.2.6 **Termination for Refusing Access to Public Records.** In accordance with section 287.058, F.S., the Department may unilaterally terminate the Term Contract for refusal by the Contractor to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with the Term Contract, unless the records are exempt from s. 24(a) of Art. I of the State Constitution and section 119.071(1), F.S.

SECTION 5. PURCHASES OFF THE TERM CONTRACT.

- 5.1 Purchases.** By executing the Term Contract, the Contractor agrees to allow Customers to make purchases off the Term Contract. Purchases from Customers other than the Department are independent of the agreement between the Department and the Contractor, and the Department shall not be a party to such transaction. Customers' purchases off the Term Contract are limited to Products offered under the Term Contract, and no additional Products may be provided under a purchase off the Term Contract.
- 5.2 Purchase Submission.** For any purchases off the Term Contract, either the contract (as defined in Rule 60A-1.001, F.A.C.) must be executed between the Customer and Contractor, or the purchase order (as defined in Rule 60A-1.001, F.A.C.) must be issued by the Customer to the Contractor, no later than the last day of the Term Contract's term to be considered timely. Contracts executed, or purchase orders issued, after the last day of the Term Contract's term shall be considered void.
- 5.3 Terms.** The terms of the Form PUR 1000, General Contract Conditions, incorporated in Rule 60A-1.002, F.A.C., and linked here <http://www.flrules.org/Gateway/reference.asp?No=Ref-16731>, are hereby incorporated by reference herein and will apply to all purchases made by a Customer off the Term Contract. The Customer may attach additional terms and conditions specific to its particular purchase made off the Term Contract, which are considered Special Conditions. The term "Special Conditions" does not include any Contractor-provided documents, including attachments or standard preprinted forms, service agreements, end user agreements, product literature, or "shrink wrap" terms accompanying or affixed to a Product, whether written or electronic, or terms incorporated onto the Contractor's order or fiscal forms or other documents forwarded by the Contractor for payment. Any Customer Special Conditions shall not become a part of the Term Contract.
- 5.3.1 Term.** The term of the Customer purchase off the Term Contract will be as specified in the purchase, except that if renewals of the purchase are permitted, the Customer and Contractor shall not renew the purchase if the Term Contract expires prior to the effective date of the renewal. Any existing term of a purchase off the Term Contract shall not extend more than forty-eight (48) months beyond the end of the Term Contract. However, if an extended pricing plan offered in the Term Contract is agreed upon by the Customer and Contractor and extends more than forty-eight (48) months beyond the end of the Term Contract, the agreed upon extended pricing plan terms shall govern the maximum duration of the purchase. The Contractor is required to fulfill timely purchases that extend performance beyond the Term Contract term even when such extended delivery will occur after expiration of the Term Contract. For such purchases, all terms and conditions of the Term Contract shall survive the termination or expiration of the Term Contract and apply to the Contractor's continued performance.

- 5.3.2 **Additional Requirements.** All Customer purchases off the Term Contract shall contain the Term Contract name and number and shall be placed by the Customer. Delivery or furnishing Products shall not occur until the Customer executes their contract or transmits the purchase order, as defined in Rule 60A-1.001, F.A.C.

SECTION 6. PAYMENT AND FEES.

- 6.1 **Pricing.** The Contractor shall not exceed the pricing set forth in the Term Contract documents.

- 6.2 **Best Pricing Offer.** During the term of the Term Contract, if the Department or Customer becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a Product outside the Term Contract, but upon the same or similar terms of the Term Contract, then the Department or Customer may request that the Contractor immediately reduce to the lower price.

- 6.3 **Price Decreases.** The following price decrease terms will apply to the Term Contract:

- 6.3.1 **Quantity Discounts.** The Contractor may offer additional discounts for one-time delivery of large single orders. The Customer should seek to negotiate additional price concessions on quantity purchases of any Products offered under the Term Contract.

- 6.3.2 **Sales Promotions.** In addition to decreasing prices for the balance of the Term Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. If conducting a sales promotion, the Contractor must submit documentation to the Department's Contract Manager identifying the proposed: (1) starting and ending dates of the promotion, (2) Products involved, and (3) promotional prices compared to then-authorized prices. The Contractor shall provide notice to Customers of the promotion and shall make the promotional prices available to all Customers.

- 6.3.3 **Equitable Adjustment.** The Department may, in its sole discretion, make an equitable adjustment in the Term Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor's control, (2) the volatility affects the marketplace or industry, not just the particular Term Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Contractor that continued performance of the Term Contract would result in a substantial loss.

- 6.4 **Purchase Prerequisites.** The Contractor may be required to accept the State of Florida Purchasing Card and MyFloridaMarketPlace (MFMP) purchase orders. The Contractor shall not charge any fees for payments received via the State's P-Card. The Contractor must ensure that entities receiving payment directly from Customers under this Term Contract must have met the following requirements:

- Have an active registration with the Florida Department of State, Division of Corporations (www.sunbiz.org), or, if exempt from the registration requirements, provide the Department with the basis for such exemption.
- Be registered in the MFMP Vendor Information Portal (<https://vendor.myfloridamarketplace.com>).
- Have a current W-9 filed with the Florida Department of Financial Services (<https://flvendor.myfloridacfo.com>)

- 6.5 Transaction Fees.** The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(24), Florida Statutes (F.S.). All payments issued by Agencies to registered vendors for purchases of Commodities or Contractual Services under Chapter 287, F.S., shall be assessed the Transaction Fee of one percent (1.0%) of the total amount of the payments received from the State or Eligible Users, as prescribed by Rule 60A-1.031, Florida Administrative Code (F.A.C.), or as may otherwise be established by law. Vendors shall pay the Transaction Fee and are subject to automatic deduction of the Transaction Fee, when automatic deduction becomes available. Vendors shall submit any monthly reports required pursuant to Rule 60A-1.031, F.A.C. All such reports and payments are subject to audit. The Agency will have grounds for declaring the vendor in default if the vendor fails to comply with the payment of the Transaction Fee or reporting of payments, which may subject the vendor to being suspended from business with the State of Florida.
- 6.6 Exclusivity.** The Term Contract is not an exclusive license to provide the Products described in the Term Contract. The Department may, without limitation and without recourse by the Contractor, contract with other vendors to provide the same or similar Products.

SECTION 7. PERFORMANCE

- 7.1 Warranty of Ability to Perform.** Upon the effective date of the Term Contract, and each year on the anniversary date of the Term Contract, the Contractor shall submit to the Department a completed PUR 7801, Vendor Certification Form. The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Term Contract obligations.

Additionally, the Contractor shall promptly notify the Department in writing if its ability to perform is compromised in any manner during the term of the Term Contract (including potential inability to renew the Term Contract due to section 287.138 or 908.111, F.S.) or if it or its suppliers, subcontractors, or consultants under the Term Contract are placed on the Suspended Vendor, Convicted Vendor, Discriminatory Vendor, Forced Labor Vendor, or Antitrust Violator Vendor Lists. The Contractor shall use commercially reasonable efforts to avoid or minimize any delays in performance and shall inform the Department of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor shall promptly so notify the Department and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department's delay.

- 7.2 Further Assurances.** The parties shall, with reasonable diligence, do all things and provide all reasonable assurances as may be necessary to complete the requirements of the Term Contract, and each party shall provide such further documents or instruments requested by the other party as may be reasonably necessary or desirable to give effect to the Term Contract and to carry out its provisions. The Department is entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and the details thereof.

7.3 Assignment. The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Term Contract without the prior written consent of the Department. In the event of any assignment, the Contractor remains secondarily liable for performance of the Term Contract, unless the Department expressly waives such secondary liability. The Department may assign the Term Contract with prior written notice to Contractor of its intent to do so.

7.4 Employees, Subcontractors, and Agents.

7.4.1 **Subcontractors.** The Contractor will not subcontract any work under the Term Contract without prior written consent of the Department. The Contractor shall obtain prior written consent using the process identified on the Department's website: [Subcontractor/Dealer/Reseller Forms / Vendor Resources / State Purchasing / Business Operations - Florida Department of Management Services \(myflorida.com\)](https://myflorida.com/subcontractor-dealer-reseller-forms/vendor-resources/state-purchasing-business-operations-florida-department-management-services). The use of the term "subcontractor" may refer to affiliates, resellers, dealers, distributors, partners, teammates, and all other third parties utilized by the Contractor at any tier under the Term Contract. The Contractor is responsible for ensuring that its subcontractors providing commodities and performing services in furtherance of the Term Contract do so in compliance with the terms and conditions of the Term Contract. By execution of the Term Contract, the Contractor acknowledges that it will not be released of its contractual obligations to Customers because of any failure of a subcontractor. The Contractor is fully responsible for satisfactory completion of all work performed under the Term Contract. The Contractor's use of a subcontractor not approved by the Department will be considered a material breach of the Term Contract.

7.4.2 **Independent Contractor.** The Contractor and its employees, agents, representatives, and subcontractors are not employees or agents of the Department or the State and are not entitled to the benefits of Department or State employees. Neither the Customer nor the State will be bound by any acts or conduct of the Contractor or its employees, subcontractors, or agents. The Contractor shall include this provision in all of its subcontracts under the Term Contract.

7.5 Force Majeure, Notice of Delay, and No Damages for Delay. The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees, subcontractors, or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, lightning strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect suppliers if no alternate source of supply is available to the Contractor.

In case of any delay the Contractor believes is excusable, the Contractor shall notify the Department in writing of the delay or potential delay and describe the cause of the delay either (i) within ten (10) calendar days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result; or (ii) if a delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. THE FOREGOING WILL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO ANY DELAY except if such delay is caused by the fraud, bad faith, or active interference of the Department. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy, and a rebuttable presumption of prejudice will exist based on

Contractor's untimely notice. The Contractor shall not assert any claim for damages related to such delay. The Contractor will not be entitled to an increase in the Term Contract price or payment of any kind from the Department for direct, indirect, consequential, impact, or other costs, expenses, or damages, including costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever.

If performance is suspended or delayed, in whole or in part, due to any of the causes described in this subsection, the Department may unilaterally (and with no recourse on the part of the Contractor) identify and use an alternate source to complete any work under the Term Contract as the Department deems necessary, in its sole discretion. After the causes have ceased to exist, the Contractor shall perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the Department or State, in which case the Department may (i) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to the Department with respect to Products subjected to allocation; or (ii) terminate the Term Contract in whole or in part.

SECTION 8. CONTRACT MANAGEMENT

8.1 Department's Contract Manager. The Department's Contract Manager for the Term Contract, who is primarily responsible for the Department's oversight of the Term Contract, will be identified in a separate writing to the Contractor upon Term Contract signing in the following format:

- Department's Contract Manager Name
- Department's Name
- Department's Physical Address
- Department's Telephone #
- Department's Email Address

8.2 Contractor's Contract Manager. The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Term Contract performance, will be identified in a separate writing to the Department upon Term Contract signing in the following format:

- Contractor's Contract Manager Name
- Contractor's Name
- Contractor's Physical Address
- Contractor's Telephone #
- Contractor's Email Address

Either party may notify the other by email of a change to a designated contact providing the contact information for the newly designated contact, and such notice is sufficient to effectuate this change without requiring a written amendment to the Term Contract.

SECTION 9. COMPLIANCE WITH LAWS.

9.1 Conduct of Business. The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business and that are applicable to the Term Contract, including those of federal, state, and local agencies having jurisdiction and authority, and shall ensure that any and all subcontractors utilized do the same. The Contractor represents and warrants that no part of the funding under the Term Contract will be used in violation of any state or federal law, including, but not limited to, 8

U.S.C. § 1324 or 8 U.S.C. § 1325, or to aid or abet another in violating state or federal law. The Department may terminate the Term Contract at any time if the Contractor violates, or aids or abets another in violating, any state or federal law.

If the requirements of the Term Contract conflict with any governing law, codes or regulations, the Contractor shall notify the Department in writing and the parties shall amend the Term Contract to comply with the applicable code or regulation. Similarly, if the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the Products offered under the Term Contract, the Contractor shall immediately notify the Department in writing, indicating the specific restriction. The Department reserves the right and the complete discretion to accept any such alteration or to cancel the Term Contract at no further expense to the Department.

Pursuant to section 287.057(26), F.S., the Contractor shall answer all questions of, and ensure a representative will be available to, a Customer's continuing oversight team for purchases off this Term Contract.

9.2 Integrity. In addition to any applicable statutory restrictions, the Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (i) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty; or (ii) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (ii), "gratuity" means any payment in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.

SECTION 10. DISPUTES AND LIABILITIES.

10.1 Dispute Resolution. Should any disputes arise between the Department and the Contractor with respect to the Term Contract, the Contractor and the Department shall act immediately to resolve any such disputes. Time is of the essence in the resolution of disputes.

Exhaustion of this administrative remedy detailed in the Dispute Resolution Process contemplated in this Term Contract is an absolute condition precedent to the Contractor's ability to seek other remedies related to the Term Contract.

10.2 Dispute Resolution Process.

- (a) **Department Review.** The parties shall resolve disputes through written submission of their dispute to the Department's Contract Manager. The Department shall respond to the dispute in writing within ten (10) Business Days from the date that the Department's Contract Manager receives the dispute. The Department's decision shall be final unless a party provides the other party with written notice of the party's disagreement with the decision within ten (10) Business Days from the date of the Department's decision. If a party disagrees with the Department's decision, the party may proceed to subsection (b) below.
- (b) **Meeting between the Principals.** If either party disagrees with the Department's decision, such disagreeing party shall notify the other party of the disagreement within ten (10) Business Days. The parties shall then schedule a meeting between each party's principal (for the Department, the Department head or designee; for the Contractor, the Chief Executive Officer or designee) on a mutually agreed upon date, no later than ten (10)

Business Days after the provision of the notice. The principals shall attempt to mutually resolve the disagreement at such meeting.

- (c) Mediation. If the dispute is not resolved through a meeting of the Principals, the parties, upon mutual agreement, may mediate such dispute. If such mediation is not completed within 100 calendar days from receipt of the Department's decision, then either party may seek other remedies.

If the dispute is not resolved through the full process in subsections (a) - (c) above (or (a) - (b), if mediation is not agreed to), either party may pursue any other remedies.

10.3 Contractor's Obligation to Perform While Disputes are Pending. The Contractor shall proceed diligently with performance under the Term Contract pending the final resolution of any dispute or request for relief, claim, appeal, or action arising under the Term Contract and shall comply with directions to perform from the Department. Should the Contractor not perform while a dispute is pending, including by not performing disputed work, such nonperformance by the Contractor may be deemed to be an unexcused breach of the Term Contract which is separate and apart from any other dispute.

10.4 Governing Law and Venue. The Term Contract will be governed by, and construed in accordance with, the laws of the State. Jurisdiction and venue for suit arising under the terms of the Term Contract will exclusively be in the appropriate State court located in Leon County, Florida. Except as otherwise provided by law, the parties agree to be responsible for their own attorney's fees and costs incurred in connection with disputes arising under the terms of the Term Contract.

10.5 Remedies Cumulative. No remedy herein conferred upon or reserved to either party is intended to be exclusive of any other remedy or remedies, and each and every such remedy will be cumulative, and will be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity.

10.6 JURY WAIVER. THE PARTIES, ON BEHALF OF THEMSELVES AND ASSIGNS, WAIVE ALL RIGHT TO TRIAL BY JURY FOR ANY ACTION, APPEAL, CLAIM, OR PROCEEDING, WHETHER IN LAW IN OR IN EQUITY, WHICH IN ANY WAY ARISES OUT OF OR RELATES TO THE TERM CONTRACT OR ITS SUBJECT MATTER.

10.7 Indemnification. For any and all third-party claims, actions, demands, liabilities, and expenses of any kind which are caused by, related to, growing out of or happening in connection with the Term Contract (including any determination arising out of or related to the Term Contract that the Contractor or its employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Department or State), the Contractor shall be fully liable for the actions of its employees, subcontractors, and agents and shall fully indemnify, defend, and hold harmless the Department and the State (including each of their current and former officers, agents, and employees) for any and all loss, damage, injury, costs, reasonable expenses, or other casualty to person or property. Without limiting this indemnification requirement, the Department may provide the Contractor (i) written notice of any action or threatened action, (ii) the opportunity to take over and settle or defend any such action at the Contractor's sole expense, and (iii) assistance in defending the action at the Contractor's sole expense. The above indemnity requirement does not apply to that portion of any loss or damages proximately caused by the negligent act or omission of the Department or the State. Nothing herein is intended to act as a waiver of the Department's or State's sovereign immunity or to be deemed consent by the Department or State or its

subdivisions to suit by third parties.

SECTION 11. MISCELLANEOUS.

- 11.1 Department of State Registration.** Consistent with Title XXXVI, F.S., if the Contractor asserts status other than that of a sole proprietor, it must provide the Department with i) conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity; ii) a certificate of authorization if a foreign business entity; or iii) if exempt from the registration requirements, a basis for such exemption.
- 11.2 Time is of the Essence.** Time is of the essence regarding every obligation of the Contractor under the Term Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.
- 11.3 Cooperative Purchasing.** Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by the Contractor. Such purchases are independent of the Term Contract between the Department and the Contractor, and the Department is not a party to these transactions.

SECTION 12. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.

- 12.1 General Record Management and Retention.** The Contractor shall retain all records that were made in relation to the Term Contract for the longer of five (5) years after expiration of the Term Contract or the period required by the General Records Schedules maintained by the Florida Department of State available at: <https://dos.fl.gov/library-archives/records-management/general-records-schedules/>.
- 12.2 Identification and Protection of Confidential Information.** Article 1, section 24, of the Florida Constitution, guarantees every person access to public records, and section 119.011, F.S., provides a broad definition of “public record.” As such, records submitted to the Department (or any other State agency) are public records and are subject to disclosure unless exempt from disclosure by law. If the Contractor considers any portion of a record it provides to the Department (or any other State agency) to be trade secret or otherwise confidential or exempt from disclosure under Florida or federal law (“Confidential Information”), the Contractor shall mark as “confidential” each page of a document or specific portion of a document containing Confidential Information and simultaneously provide the Department (or other State agency) with a separate, redacted copy of the record. The Contractor shall state the basis of the exemption that the Contractor contends is applicable to each portion of the record redacted, including the specific statutory citation for such exemption. The Contractor shall only redact portions of records that it claims contains Confidential Information. If the Contractor fails to mark a record it claims contains Confidential Information as “confidential,” or fails to submit a redacted copy in accordance with this section of a record it claims contains Confidential Information, the Department (or other State agency) shall have no liability for release of such record. The foregoing will apply to every instance in which the Contractor fails to both mark a record “confidential” and redact it in accordance with this section, regardless of whether the Contractor may have properly marked and redacted the same or similar Confidential Information in another instance or record submitted to the Department (or any other State agency).

In the event of a public records request, to which records the Contractor marked as “confidential” are responsive to the request, the Department shall provide the Contractor-redacted copy to the requestor. If the Contractor has marked a record as “confidential” but failed to provide a Contractor-redacted copy to the Department, the Customer may notify the Contractor of the request and the Contractor may have up to ten (10) Business Days from the date of the notice to provide a Contractor-redacted copy, or else the Department may release the unredacted record to the requestor without liability. If the Department provides a Contractor-redacted copy of the documents and the requestor asserts a right to the Contractor-redacted Confidential Information, the Department shall promptly notify the Contractor such an assertion has been made. The notice will provide that if the Contractor seeks to protect the Contractor-redacted Confidential Information from release it must, within thirty (30) days after the date of the notice and at its own expense, file a cause of action seeking a declaratory judgment that the information in question is exempt from section 119.07(1), F.S., or other applicable law and an order prohibiting the Department from publicly disclosing the information. The Contractor shall provide written notice to the Department of any cause of action filed. If the Contractor fails to file a cause of action within thirty (30) days the Department may release the unredacted copy of the record to the requestor without liability.

If the Department is requested or compelled in any legal proceeding to disclose documents that are marked as “confidential” (whether by oral questions, interrogatories, requests for information or documents, subpoena, or similar process), unless otherwise prohibited by law, the Department shall give the Contractor prompt written notice of the demand or request prior to disclosing any Confidential Information to allow the Contractor to seek a protective order or other appropriate relief at the Contractor’s sole discretion and expense. If the Contractor fails to take appropriate and timely action to protect the Confidential Information contained within documents it has marked as “confidential” or fails to provide a redacted copy that may be disclosed, the Department may provide the unredacted records in response to the demand without liability.

The Contractor shall protect, defend, and indemnify the Department for all claims, costs, fines, settlement fees, and attorneys’ fees, at both the trial and appellate levels, arising from or relating to the Contractor’s determination that its records contain Confidential Information. In the event of a third-party claim brought against the Department for failure to release the Contractor’s redacted Confidential Information, the Contractor shall assume, at its sole expense, the defense or settlement of such claim, including attorney’s fees and costs at both the trial and appellate levels. If the Contractor fails to continuously undertake the defense or settlement of such claim or if the Contractor and Department mutually agree that the Department is best suited to undertake the defense or settlement, the Department will have the right, but not the obligation, to undertake the defense or settlement of such claim, at its discretion. The Contractor shall be bound by any defense or settlement the Department may make as to such claim, and the Contractor agrees to reimburse the Department for the expense, including reasonable attorney’s fees and costs at both the trial and appellate levels associated with any defense or settlement that the Department may undertake to defend Contractor’s Confidential Information. The Department will also be entitled to join the Contractor in any third-party claim for the purpose of enforcing any right of indemnity under this section.

If at any point the Department is reasonably advised by its counsel that disclosure of the

Confidential Information is required by law, including but not limited to Florida's public records laws, the Department may disclose such Confidential Information without liability hereunder.

12.3 Public Records Requirements Pursuant to Section 119.0701, F.S. Solely for the purpose of this section, the Department's Contract Manager is the agency custodian of public records. If, under the Term Contract, the Contractor is providing services and is acting on behalf of the public agency, as provided in section 119.0701, F.S., the Contractor shall:

- i. Keep and maintain public records required by the Department to perform the service.
- ii. Upon request from the Department's custodian of public records, provide the Department 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, F.S., or as otherwise provided by law.
- iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Term Contract term and following the completion of the Term Contract if the Contractor does not transfer the records to the Department.
- iv. Upon completion of the Term Contract, transfer, at no cost, to the Department all public records in possession of the Contractor or keep and maintain public records required by the Department to perform the service. If the Contractor transfers all public records to the Department upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Term Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS TERM CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT PUBLICRECORDS@DMS.FL.GOV, (850) 487-1082 OR 4050 ESPLANADE WAY, SUITE 160, TALLAHASSEE, FLORIDA 32399-0950.

12.4 Advertising. Subject to Chapter 119, Florida Statutes, the Contractor shall not publicly disseminate any information concerning the Term Contract without prior written approval from the Department, including mentioning the Term Contract in a press release or other promotional material, identifying the Department or the State as a reference, or otherwise linking the Contractor's name and either a description of the Term Contract or the name of the Department or the State in any material published, either in print or electronically, to any entity that is not a party to the Term Contract, except potential or actual Customers or authorized distributors, dealers, resellers, or service representatives.

12.5 Intellectual Property.

- 12.5.1 **Ownership.** Unless specifically addressed otherwise in the Customer's contract, the State of Florida shall be the owner of all intellectual property rights to all new property created or developed in connection with the Customer's contract. This shall not apply to intellectual property developed prior to the execution of the Term Contract.
- 12.5.2 **Patentable Inventions or Discoveries.** Any inventions or discoveries developed in the course, or as a result, of services in connection with the Customer's contract that are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer and the Department of any inventions or discoveries developed or made through performance of the Customer's contract, and such inventions or discoveries will be referred to the Florida Department of State for a determination on whether patent protection will be sought. The State of Florida will be the sole owner of all patents resulting from any invention or discovery made through performance of the Customer's contract. This shall not apply to any invention or discovery made prior to the execution of the Term Contract.
- 12.5.3 **Copyrightable Works.** Contractor must notify the Customer and the Department of any publications, artwork, or other copyrightable works developed in connection with the Customer's contract. All copyrights created or developed through performance of the Customer's contract are owned solely by the State of Florida. This shall not apply to any copyrightable works created or developed prior to the execution of the Term Contract.

SECTION 13. DATA SECURITY.

The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. "State of Florida data" means data collected by, transmitted from, created for, or provided by the Department or the Customer. The Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside the United States due to Contractor's action or inaction. In the event of a Security Incident involving State of Florida data, the Contractor shall give notice to the Customer and the Department within one business day of becoming aware of the Security Incident. "Security Incident" for purposes of this section will refer to an actual or imminent threat of a violation of information technology resources, security, policies, or practices, unauthorized access of State of Florida data, or occurrences that compromise the confidentiality, integrity, or availability of State of Florida data. An imminent threat refers to a situation in which the Contractor has a factual basis for believing that a specific incident is about to occur. Once a data breach has been contained, the Contractor must provide the Department and the Customer with a post-incident report documenting all containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Contractor will also comply with all HIPAA requirements and any other current state and federal rules and regulations regarding security of information.

SECTION 14. CONTRACT MONITORING.

- 14.1 **Performance Standards.** The Contractor agrees to perform all tasks and provide deliverables as set forth in the Term Contract. The Customer will be entitled at all times,

upon request, to be advised as to the status of work being done by the Contractor and of the details thereof.

14.2 Contract Reporting. The Contractor shall provide the Department the following accurate and complete reports associated with this Term Contract.

14.2.1 Term Contract Quarterly Sales Reports. The Contractor shall submit Quarterly Sales Reports in the manner and format required by the Department within 30 calendar days after the close of each State fiscal quarter (the State's fiscal quarters close on September 30, December 31, March 31, and June 30).

The Quarterly Sales Report template can be found here: [Quarterly Sales Report Format / Vendor Resources / State Purchasing / Business Operations / Florida Department of Management Services - DMS \(myflorida.com\)](#). Initiation and submission of the most recent version of the Quarterly Sales Report posted on the DMS website is the responsibility of the Contractor without prompting or notification from the Department. Sales will be reviewed on a quarterly basis. If no sales are recorded in two consecutive quarters, the Contractor may be placed on probationary status, or the Department may terminate the Term Contract. Failure to provide the Quarterly Sales Report, or other reports requested by the Department, will result in the imposition of financial consequences and may result in the Contractor being found in default and the termination of the Term Contract.

14.2.2 Certified and Minority Business Enterprises Reports. Upon Customer request, the Contractor shall report to each Customer spend with certified and other minority business enterprises in the provision of commodities or services related to the Customer orders. These reports shall include the period covered; the name, minority code, and Vendor Identification Information of each minority business enterprise utilized during the period; commodities and services provided by the minority business enterprise; and the amount paid to each minority business enterprise on behalf of the Customer.

14.2.3 Ad Hoc Sales Reports. The Department may require additional Term Contract sales information such as copies of purchase orders or ad hoc sales reports. The Contractor shall submit these documents and reports in the format acceptable to the Department and within the timeframe specified by the Department.

14.2.4 MFMP Transaction Fee Reports. The Contractor shall submit complete monthly MFMP Transaction Fee Reports to the Department. Reports are due 15 calendar days after the end of each month. Information on how to submit MFMP Transaction Fee Reports online can be located at https://www.dms.myflorida.com/business_operations/state_myfloridamarketplace/mfmp_vendors/transaction_fee_and_reporting. Assistance with transaction fee reporting is also available by email at feeprocessing@myfloridamarketplace.com or telephone at 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. Eastern Time.

14.3 Business Review Meetings. Both the Department and Customer reserve the right to schedule business review meetings. The Department or Customer may specify the format or agenda for the meeting. At a minimum, the Business Review Meeting may include the following topics:

- Term Contract or Customer contract compliance
- Term Contract savings (in dollar amount and cost avoidance)
- Spend reports by Customer
- Recommendations for improved compliance and performance

14.4 Performance Deficiencies.

14.4.1 **Proposal of a Corrective Action Plan.** In addition to the processes set forth in the Term Contract (e.g., service level agreements), if the Customer or the Department determines that there is a performance deficiency that requires correction by the Contractor, then the Customer or the Department will notify the Contractor. The correction must be made within a timeframe specified by the Customer or the Department. The Contractor must provide the Customer or the Department with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Customer or the Department.

14.4.2 **Retainage for Unacceptable Corrective Action Plan or Plan Failure.** For Customer-requested Corrective Action Plans, if the corrective action plan is unacceptable to the Customer, or implementation of the plan fails to remedy the performance deficiencies, the Customer will retain ten percent (10%) of the total invoice amount. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Customer for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited to compensate the Customer for the performance deficiencies.

14.5 Inspection.

14.5.1 **Inspection at Contractor's Site.** The Department reserves the right to inspect, or enlist a third-party to perform, at any reasonable time with prior notice, the equipment, product, plant or other facilities of the Contractor to assess conformity with Term Contract requirements and to determine whether they are adequate and suitable for proper and effective Term Contract performance.

14.5.2 **Statutory Inspection Rights.** If services are to be provided pursuant to the Term Contract, in accordance with section 216.1366, F.S., the Department is authorized to inspect the: (i) financial records, papers, and documents of the Contractor that are directly related to the performance of the Term Contract or the expenditure of State funds; and (ii) programmatic records, papers, and documents of the Contractor which the Department determines are necessary to monitor the performance of the Term Contract or to ensure that the terms of the Term Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department within ten (10) Business Days after the request is made.

Further, for any Term Contract for services with a nonprofit organization as defined in section 215.97(2)(m), F.S., the Contractor must provide documentation that indicates the amount of state funds:

1. Allocated to be used during the full term of the Term Contract for remuneration to any member of the board of directors or an officer of the contractor; and
2. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor.

The documentation must indicate the amounts and recipients of the remuneration.

14.5.3 **Inspection Compliance.** The Contractor understands its, and its subcontractors (if any), duty, pursuant to section 20.055(5), F.S., to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Department's Inspector General, or other authorized State official, the Contractor shall provide any type of information the State official deems relevant to the Contractor's integrity or responsibility. Such information may include the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Term Contract. The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of the Term Contract or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs will include salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

SECTION 15. PERFORMANCE OR COMPLIANCE AUDITS.

The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Term Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Term Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Term Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Term Contract.

SECTION 16. CONFIDENTIALITY.

The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its employees, subcontractors, or agents in the course of performing Term Contract work, including security procedures, business operations information, or commercial proprietary information in the possession of the Customer or State. The Contractor will not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the Customer's or State's confidential information, or material that is otherwise obtainable under State law as a public record. To ensure confidentiality, the Contractor shall take appropriate steps as to its employees, subcontractors, and agents.

SECTION 17. SUPPLIER DEVELOPMENT.

17.1 Office of Supplier Development. The State of Florida supports its business community by creating opportunities for business enterprises to participate in procurements and contracts. The Department encourages supplier development through certain certifications and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Development (OSD) at OSDHelp@dms.fl.gov.

17.2 Reporting Certified Business Enterprises. Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and vendor identification information of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each agency purchasing under the Term Contract.

Exhibit B: Price Sheet
Management Consulting Services
State Term Contract
25-80101500-STC

Contractor Name	Accenture LLP
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JOB TITLE	<u>INITIAL TERM</u> HOURLY RATE	<u>RENEWAL TERM</u> HOURLY RATE
Principal Consultant	\$498.00	\$534.00
Senior Consultant	\$440.00	\$472.00
Consultant	\$327.00	\$350.00
Junior Consultant	\$239.00	\$256.00
Project Analyst	\$199.00	\$213.00
Program and Administrative Support	\$80.00	\$86.00



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2026-23

Agenda Date: 2/17/2026

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 and authorizing execution of a shuttle stop public transit license agreement with Kimco Realty OP, LLC, for the City's use of designated areas within the Shoppes at Deerfield for the Community Shuttle Express Route I Service for a three-year term; 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 City of Deerfield Beach and Broward County have provided supplemental community shuttle services for individuals to have accessibility to various Broward County Transit routes and to provide transportation for transportation-disadvantaged residents. During FY23, Broward County Transit conducted an operations audit on all cities participating in the community shuttle program.

Broward County provided all municipalities with an overview of the completed audit and a list of mandatory program adjustments, including obtaining a memo or agreement authorizing the City to operate community shuttles on private property.

Current Activity

The private property access agreement is to approve an agreement with Kimco, the owner of Shoppes of Deerfield, and the City of Deerfield Beach, allowing the operation of the community shuttle bus between 8:00 am and 4:00 pm, Monday through Saturday.

Recommendation

It is recommended that the City Commission approve the private property access agreement.

RESOLUTION NO. 2026/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING AND AUTHORIZING EXECUTION OF A SHUTTLE STOP PUBLIC TRANSIT LICENSE AGREEMENT WITH KIMCO REALTY OP, LLC, FOR THE CITY’S USE OF DESIGNATED AREAS WITHIN THE SHOPPES AT DEERFIELD FOR THE COMMUNITY SHUTTLE EXPRESS ROUTE I SERVICE FOR A THREE YEAR TERM; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, the City of Deerfield Beach operates a public transit system within the City, which includes shuttle stops along its service routes known as the Deerfield Beach Express I Route (the “Shuttle Service”); and

WHEREAS, the Shuttle Service is coordinated with Broward County through an Interlocal Agreement, and the City is required to obtain agreements with owners of private property for use of property for the Community Shuttle Service; and

WHEREAS, the City has been utilizing three locations within the Shoppes of Deerfield (the “Premises”) to provide its Express I Route services for the benefit of the City’s residents and businesses; and

WHEREAS, in order to fulfill the Interlocal Agreement requirements, the City desires to enter into a Shuttle Stop Public Transit License Agreement, attached as Exhibit “1”, (the “License Agreement”) with Kimco OP, LLC, the owner of the Shoppes of Deerfield, (“Kimco”) to continue the City’s use of the three stops within the Premises for the Shuttle Service as further described in the License Agreement; and

WHEREAS, the City Commission finds it to be in the best interests of the City to approve and authorize execution of the License Agreement with Kimco, 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 License Agreement with Kimco, attached as Exhibit “1”, for a three-year term.

Section 3. The City Manager is hereby authorized to execute the License Agreement with Kimco, 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

SHUTTLE STOP PUBLIC TRANSIT LICENSE AGREEMENT

THIS SHUTTLE STOP PUBLIC TRANSIT LICENSE AGREEMENT (the “Agreement”) is made and entered this _____ day of _____, 2026 (the “Effective Date”), by and between the City of Deerfield Beach, a municipal corporation of the State of Florida (“Licensee”) and Kimco Realty OP, LLC, a Florida Limited Liability Company (“Owner”). The Licensee and Owner may be identified herein collectively as the “Parties” or individually as a “Party.”

RECITALS:

WHEREAS, the Owner is the owner of the real property and the improvements thereon located in the City of Deerfield Beach, Broward County, Florida consisting of Folio Nos. 484204-07-0010; 484204-09-0010; and 484204-07-0020, as more particularly described and shown on the site plan attached hereto as Exhibit “A” and incorporated herein by reference (collectively, the “Property”); and

WHEREAS, Licensee operates a public transit system in the City of Deerfield Beach and in connection with its operations, Licensee desires to establish Shuttle Stops along its shuttle service route(s) that will be known as the “City of Deerfield Express I” route; and

WHEREAS, three (3) of the shuttle stops on the City of Deerfield Express I route are located on Owner’s Property and Owner, subject to the terms and conditions set forth herein, has agreed to grant Licensee access to Owner’s Property for the purpose of establishing three (3) stops in the location set forth in Exhibit “A” (the “Shuttle Stops”); and

WHEREAS, the Parties wish to establish a license for use of and access to the Property required to establish the Shuttle Stops for the use and benefit of Licensee’s passengers and tenants, occupants and/or invitees of the Property.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Recitals. The foregoing “WHEREAS” clauses are hereby ratified as being true and correct and incorporated herein.
2. Establishment of License. The Owner hereby grants Licensee a license to access and use the Property to establish the Shuttle Stops in the locations shown on Exhibit “A”, and Licensee hereby accepts the same (the “License”). This License is granted in the AS-IS condition of the Property, without any warranty, express or implied. The rights granted to Licensee hereunder constitute a license to use and/or occupy the Property. No ownership, easement, lease or other rights, other than the right to use and/or occupy the Property for purposes of establishing and operating the Shuttle Stops, is granted or implied.

3. Purpose of License. This License is granted to permit Licensee to establish the Shuttle Stops in the locations shown on Exhibit "A". Licensee may make up to ten (10) stops between the hours of 8:00 am and 6:00 pm (based upon the need and usage of the shuttle services at the Property) and may provide the shuttle services on the Property up to seven (7) days a week. In no event shall Licensee construct or install or place any improvements or fixtures, (including, but not limited to any benches, shelters or related facilities on the Property **except for appropriate signage for the Shuttle Stop, if necessary,** with the Owner's written approval, which approval shall not be unreasonably withheld, and may be provided via email. Owner shall be deemed to have acted reasonably in withholding its approval if the proposed signage: (i) does not comply with all applicable governmental requirements, laws, ordinances, and building codes (Licensee shall be solely responsible for obtaining all necessary permits); (ii) is not consistent and compatible with the architectural principles, design standards, and overall quality and nature of the Owner's development, project or improvements located on the Property (including any existing comprehensive signage program or criteria for any such development or project); (iii) would adversely affect the structural integrity or exterior appearance of any improvements located on the Property; (iv) would violate any rights or restrictions of tenants or occupants of the Property under agreements with Owner or any rights or restrictions set forth documents of record; (v) negatively impacts the signage rights or visibility of other tenants or occupants of the Property Licensee may not engage in or permit any other activities on the Property and may not use the Property for any other purpose. Licensee shall be responsible for obtaining any additional permits required for the use of the Property, or in the event approved by the Owner, the installation or construction of any facilities, equipment or signage for the operation of the Shuttle Stops and Licensee shall bear all costs associated with the same. Licensee acknowledges and agrees that (i) the Shuttle Stops shall be placed away from the entrances of tenants (tenants are considered to be permanent, short term or temporary under lease, license or similar agreements) of the Property and Licensee will occupy no more than two (2) parking spaces for no more than ten (10) minutes per stop; and (ii) the Shuttle Stops shall not interfere with the flow of pedestrian or vehicular traffic and will not interfere with access to or the visibility of other stores located on the Property or disrupt the business of other tenants or occupants of the Property.

4. Term of License. This Agreement and License granted herein shall commence on the Effective Date, as defined herein, and shall terminate on the third (3rd) anniversary of the Effective Date (the "Term"); provided, however, that: (i) the Term may be extended by the mutual written agreement of the Parties; and (ii) the License may be revoked at any time by the Owner upon fifteen (15) days prior written notice to Licensee whereby this Agreement shall terminate on the fifteenth 15th day following Licensee's receipt of said notice without any further documentation required. At the expiration of the Term or upon the earlier termination of this Agreement. Licensee shall vacate the Property and return it to the same condition that existed as of the Effective Date of this Agreement, ordinary wear and tear excepted. If Licensee does not promptly vacate the Property upon the expiration of the Term or upon the termination of this Agreement,

the Owner shall be authorized to remove all fixtures, facilities, signage and equipment related to Licensee's use of the Property or located on the Property, if any, without any further notice to Licensee. Any property removed by the Owner may be stored or returned to Licensee or treated as abandoned and discarded and Owner shall not have any liability with respect to such property.

5. Repair and Maintenance. At all times during the Term of this Agreement, as the same may be extended from time to time, Licensee, at its sole cost and expense, shall be responsible for the general repair and maintenance of any fixtures, facilities, equipment or signage constructed, installed or placed on the Property by Licensee or on behalf of Licensee. If the need arises due to Licensee's use of the Property to repair, construct or install any improvements or alterations to the Property (a 'Required Repair'), Owner may, at Licensee's cost, either require Licensee to make the Required Repair, or elect to make the Required Repair, provided Owner has given Licensee ten (10) days prior written notice of such Required Repair and Licensee has failed to make the Required Repair within the ten (10) day period. Notwithstanding the foregoing, in the event the Required Repair is possible, but cannot, with due diligence, be accomplished within ten (10) days after Licensee's receipt of Owner's notice of the Required Repair, Licensee shall have such additional time as is reasonably necessary to complete the Required Repair provided Licensee promptly commences the Required Repair, promptly gives Owner notice of its intent make the Required Repair (but not later than the expiration of aforementioned ten (10) day period) and proceeds with its best efforts to complete the Required Repair as soon as possible, but in no event may this cure period be extended beyond the thirtieth (30th) day after the Licensee's receipt of Owner's notice of the Required Repair.
6. Redevelopment. Notwithstanding anything to the contrary to any provisions contained within this Agreement, should Owner propose redevelopment of the Property, Licensee shall continue to have all rights under this Agreement and this Agreement shall remain in effect for the remainder of the Term. In the event that Owner undertakes such redevelopment, Licensee acknowledges that after 30 days prior written notice from the Owner, the redevelopment process may disrupt the normal business activities of the Property including the need to relocate the Shuttle Stops and or the Licensee's shuttle route. Owner shall use all commercially reasonable efforts to prevent interference with Licensee providing continuous public transit services to the Property. Licensee agrees to accept the Property subject to any inconvenience, disturbance or impact any such redevelopment may have upon the Property and/or Licensee's operations.
7. ADA Compliance. Licensee, at its sole cost and expense, shall ensure that the Shuttle Stops comply with all applicable standards of the Americans with Disabilities Act (hereinafter the "ADA"), as the same may be amended from time to time.
8. License Only: Adjacent Property. This Agreement is not intended to confer upon Licensee the right to use any real or personal property other than the Shuttle Stops, and those areas of real or personal property approved by Owner in accordance with the

terms set forth herein for the construction and installation of facilities, fixtures, equipment or signage connected with the public transit services, together with ingress, egress and regress to the Property necessary for Licensee to exercise its rights granted under this Agreement. Licensee shall have no right to use additional or adjacent real or personal property without the written consent of Owner or the owner of such real or personal property.

9. Liens. In the event Licensee utilizes a contractor or subcontractor under this License Agreement, Licensee will advise its contractor and that Contractor and its subcontractors shall not permit any mechanics', materialmen's or other liens to stand against the Owner's property for work or materials furnished in connection with the rights granted hereunder.
10. Licensee Indemnification. To the extent permitted by law, Licensee, agrees to indemnify, defend and hold harmless, the Owner, against any and all costs, liability and expenses in respect to any and all loss of life or property, or injury or damage to person or property, of any person, firm or corporation and against any and all claims, demands and actions in respect to such loss, injury or damage caused by or arising out of Licensee's use of the Property for the rights granted herein, the existence of any of Licensee's facilities, and any construction, reconstruction, maintenance, repair, replacement performed by Licensee, its agents, representatives, employees up to the Sovereign Immunity limits set forth in Section 768.28, Florida Statutes. Nothing in this Agreement is intended to or shall be deemed or treated as a waiver of Licensee's rights and immunities under common law or statutory law, including Section 768.28, Florida Statutes.
11. Matters of Record. This Agreement and the rights granted herein are subject to all covenants, conditions, agreements and other matters of record.
12. Termination For Convenience By Licensee. Licensee in its sole discretion shall have the right to terminate this Agreement with or without cause by giving Owner ten (10) days prior written notice. Licensee agrees to remove any and all facilities, fixtures, improvements and/or signage from the Property and return the Property to the same condition that existed a of the Effective Date of this Agreement, ordinary wear and tera excepted.
13. Breach Of Agreement. In the event that either Party is in breach of its obligations under this Agreement, the non-breaching Party shall provide the breaching Party with ten (10) days prior written notice advising of the cause for breach. Upon receipt of the written notice, the breaching Party shall have ten (10) days to cure the breach. Failure to cure the breach within the ten (10) day period, unless an extension is approved by the non-breaching Party shall be cause for termination of this Agreement. In no event shall either party be liable for loss of business or consequential damages.
14. Amendment. This Agreement may be amended by the Parties in writing and executed by the Parties authorized representatives.

15. Venue/Governing Law. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement will be held in Broward County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other further exercise thereof.
16. Binding Effect. This Agreement shall be binding upon Licensee, Owner and Owner's successors, and assigns.
17. Notices. All notices, demands, consents, approvals, and other communication shall be in writing and shall be deemed given: (a) upon the hand delivery during business hours proved a receipt is obtained; (b) the earlier of delivery or tender for delivery if sent by certified mail, return receipt requested, postage charges prepaid; or (c) on the next business day following delivery to a recognized overnight delivery service such as Federal Express or Express Mail, freight charges prepaid, in each case addressed or delivered to the respective Parties at their respective addresses set forth below (or at such other addresses designated by any Party at any time by notice to the other Parties in the manner set forth herein):

As to City: Rodney Brimlow, City Manager
 150 NE 2nd Avenue
 Deerfield Beach, Florida 33441

With Copies To: Jonathan Salas
 Director, Community Services
 325 NW 2nd Avenue
 Deerfield Beach, FL 33441

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

As to Owner: Kimco Realty OP, LLC
 c/o Kimco Realty Corporation
 500 North Broadway, Suite 201
 Jericho, New York 11753
 Attn. Legal Department

18. Entire Agreement; Construction. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the Parties, either written or oral,

in connection therewith. The Parties acknowledge that they have had the opportunity to be represented by counsel in connection with this transaction and that this Agreement shall be interpreted according to its fair construction and shall not be construed against either Party.

19. No Waiver. No waiver of any default of any obligation by any Party hereto shall be implied from any omission by the other Party to take any action with respect to such default.
20. Authority to Enter into Agreement. The individuals executing this Agreement on behalf of the Parties hereby represent and warrant that they have the requisite authority to bind the Parties.

IN WITNESS WHEREOF, the Parties have affixed their hands and seals effective as of the date first above written.

Licensee:

City of Deerfield Beach, a municipal corporation of the State of Florida

ATTEST:

Heather Montemayor, City Clerk

By: _____
Todd Drosky, Mayor

APPROVED AS TO FORM & LEGAL SUFFICIENCY for the use of and reliance by the City of Deerfield Beach, Florida, only.

Anthony C. Soroka, City Attorney

[THIS SPACE LEFT INTENTIONALLY BLANK]

SHUTTLE STOP PUBLIC TRANSIT LICENSE AGREEMENT

Owner:

Kimco Realty OP, LLC, a Delaware limited Liability company
By: KRC Property Management I, Inc.
Managing Agent

Witnesses:

Artemis Ginnis

Signature

Print Name: Artemis Ginnis

Jayne Grubard

Signature

Print Name: Jayne Grubard

By: Jessica L. Kimble

Print Name: Jessica L. Kimble

Title: Vice President

State of North Carolina)

) ss:

County of Mecklenburg

On the 15th day of January in the year 2026 before me, the undersigned a Notary Public in and for said state, personally appeared Jessica L. Kimble, known to me to be person described in and who as Vice President of KRC Property Management I, Inc., Managing Agent of **KIMCO REALTY OP, LLC**, executed the foregoing instrument on behalf of the company; and s/he acknowledged before me that s/he executed this instrument as a member of the company in name of and on behalf of the company, that this act was done by authority of the company for the uses and purposes set forth in the instrument; and that the foregoing instrument is the free act and deed of the company.

My Commission expires: 12/19/2027

Notary Public
(Notarial Seal) Amanda C Horan

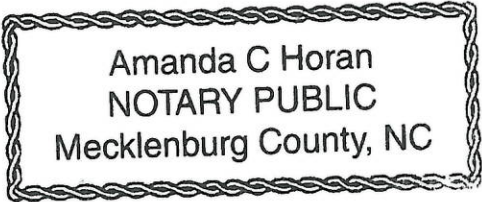
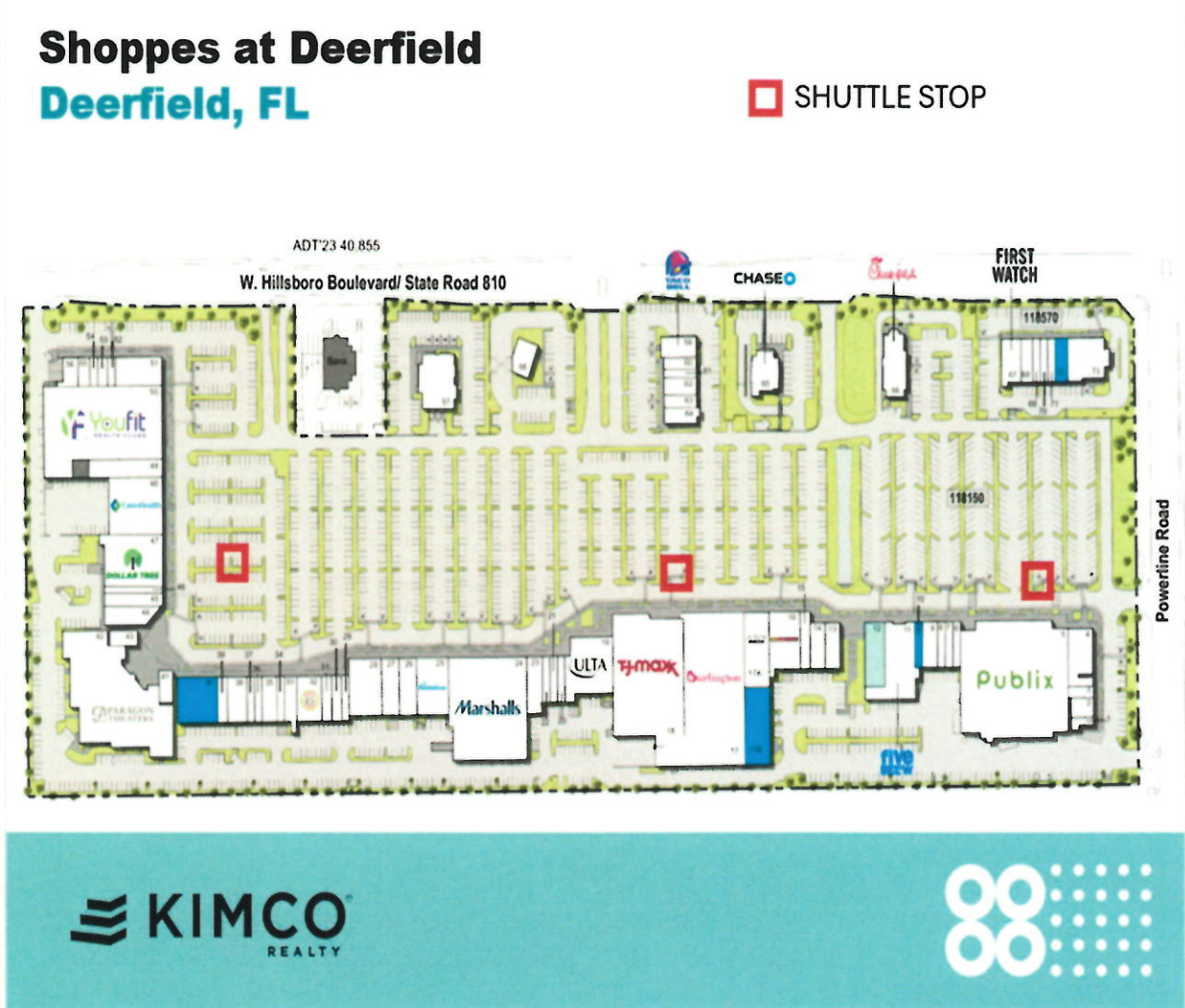


EXHIBIT "A"
SITE PLAN

Three (3) Shuttle Stops for City of Deerfield Community Shuttle – Express Route I

Shoppes at Deerfield
Deerfield, FL

□ SHUTTLE STOP



KIMCO
REALTY





City of Deerfield Beach

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

Face Sheet File Number: I.D. 2026-19

Agenda Date: 2/17/2026

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 and authorizing execution of the Sixth Amendment to the Interlocal Agreement with Broward County for community shuttle services to increase the funding rate; 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 City of Deerfield Beach and Broward County have provided supplemental community shuttle services for individuals to have accessibility to various Broward County Transit routes and to provide transportation for transportation-disadvantaged residents.

Pursuant to Resolution 2019/136, on file in the Office of the City Clerk, the City Commission entered into an Interlocal Agreement (ILA) with Broward County to provide transportation services for the benefit of City residents and businesses on the community shuttle routes, Deerfield Beach Express I (DBE I) and Deerfield Beach Express 2 (DBE II).

Pursuant to Resolution 2022/019, on file in the Office of the City Clerk, an amendment to the ILA was approved by the City Commission to expand the community shuttle program to include Saturday transportation services for DBE I and DBE II, reflect a funding decrease based on the City's actual operating and maintenance costs, and amend the vehicles that are being utilized by the City.

Pursuant to Resolution 2024/063, on file in the Office of the City Clerk, an amendment to the ILA was approved by the City Commission, approving a reduction in the hourly rate and funding decrease retroactive to October 1, 2023.

Pursuant to Resolution 2024/156, on file in the Office of the City Clerk, an amendment to the ILA was approved by the City Commission to extend the term of the agreement to a one-year term.

Pursuant to Resolution 2025/056, on file in the Office of the City Clerk, an amendment to the ILA was approved by the City Commission to approve a Fourth Amendment to the ILA with Broward County reflecting a rate increase from the previous cost of \$31.28 per revenue hour to \$42.47 per revenue hour, resulting in an annual total of \$213,680.16.

Pursuant to Resolution 2025/159, on file in the Office of the City Clerk, an amendment to the ILA was approved by the City Commission to extend the term of the agreement through September 30, 2027,

and to add Juneteenth to the list of holidays recognized in the agreement on which service does not operate.

Current Activity

The Sixth Amendment to the ILA is to approve a per-hour rate increase. The Sixth Amendment with Broward County reflects a rate increase from the previous cost of \$42.47 per revenue hour to \$63.46 per revenue hour, resulting in an annual total of \$319,287.56. This will reflect an increase of \$105,607.40 to be paid to the City.

Recommendation

It is recommended that the City Commission approve Amendment 6 to the Interlocal Agreement with Broward County.

RESOLUTION NO. 2026/____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING AND AUTHORIZING EXECUTION OF THE SIXTH AMENDMENT TO THE INTERLOCAL AGREEMENT WITH BROWARD COUNTY FOR COMMUNITY SHUTTLE SERVICES TO INCREASE THE FUNDING RATE; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, on October 1, 2019, the City of Deerfield Beach (the “City”) entered into an interlocal agreement with Broward County (the “County”) for community shuttle services (the “ILA”); and

WHEREAS, pursuant to the ILA, the City operates the Deerfield Beach Express I (BCT Route 728) and Express II (BCT Route 729) routes (respectively, “DBE I” and “DBE II”) Monday through Friday for the benefit of the residents and businesses of the City; and

WHEREAS, on February 15, 2022, the City and County executed a First Amendment to the ILA to reflect a funding decrease, reflect an increase in the City’s service hours and days, and amend the vehicle list to reflect the vehicles that are being utilized by the City (the “First Amendment”); and

WHEREAS, on May 7, 2024, the City Commission adopted Resolution No. 2024/063 approving the Second Amendment to the ILA regarding the reduction in the hourly rate and a funding decrease consistent with the City’s estimated operations and maintenance costs retroactive to October 1, 2023 (the “Second Amendment”); and

WHEREAS, on October 1, 2024, the City Commission adopted Resolution No. 2024/156 approving the Third Amendment to the ILA to extend the term of the ILA until September 30, 2025; and

WHEREAS, on April 22, 2025, the City Commission adopted Resolution No.2025/056, approving the Fourth Amendment to the ILA to increase the funding rate retroactive to October 1, 2024 from \$31.28 per revenue hour to \$42.47 per revenue hour for an annual total of \$213,680.16; and

WHEREAS, on September 15, 2025, the City Commission adopted Resolution No. 2025/159 approving the Fifth Amendment to the ILA to extend the term of the ILA to September 30, 2027 and revise the list of holidays applicable to the shuttle services; and

WHEREAS, the County and City desire to amend the ILA to increase the funding rate to the City, retroactive to October 1, 2025, from \$42.47 per revenue hour to \$63.46 per revenue hour for an annual total of \$319,287.56; and

WHEREAS, the City Commission finds it in the City’s best interest to approve and authorize execution of the Sixth Amendment to the ILA, attached as Exhibit “1”, (the “Sixth Amendment”) to increase the funding rate to \$63.46 per revenue hour, retroactive to October 1, 2025.

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 Sixth Amendment to the ILA with the County, attached as Exhibit “1,” is hereby approved.

Section 3. The City Manager is authorized to execute the Sixth Amendment, attached as Exhibit “1,” together with such non-substantial changes as may be acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4. The appropriate City officials are authorized to take all necessary steps to implement 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



**SIXTH AMENDMENT TO AGREEMENT BETWEEN
BROWARD COUNTY AND CITY OF DEERFIELD BEACH
FOR COMMUNITY SHUTTLE SERVICE**

This Sixth Amendment (“Amendment”) is entered into between Broward County, a political subdivision of the State of Florida (“County”), and City of Deerfield Beach, a municipal corporation located in Broward County, Florida, organized and existing under the laws of the state of Florida (“City”) (each a “Party” and collectively referred to as the “Parties”).

RECITALS

A. The Parties entered into the Interlocal Agreement, dated September 30, 2019 (the “Original Agreement”), to provide Community Shuttle Service as an alternative form of public transportation for residents within the jurisdictional limits of City. The Original Agreement was amended on April 1, 2022, May 28, 2024, October 25, 2024, May 14, 2025, and September 30, 2025 (collectively, the “Agreement”).

B. The Parties desire to enter into this Amendment to amend Exhibit F to establish new rates effective retroactive to October 1, 2025.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this Amendment shall retain the meaning ascribed to such terms in the Agreement.
2. The rates in Exhibit F of the Agreement are amended as indicated in the attached Exhibit F, as of the effective date of this Amendment. The rates in Exhibit F will remain in effect for the remainder of the Term of the Agreement unless it is further amended by the Parties in writing.
3. Except as modified herein, all remaining terms and conditions of the Agreement shall remain in full force and effect.
4. In the event of any conflict or ambiguity between this Amendment, any prior amendments, and the Agreement, the Parties agree that the terms of the most recent amendment shall control. The Agreement, as amended by successive amendments including this Amendment, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter hereof that are not contained in the Agreement as so amended. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

5. Preparation of this Amendment 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 any other.
6. City acknowledges that through the date this Amendment is executed by City, City has no claims or disputes against County with respect to any of the matters covered by the Agreement.
7. The effective date of this Amendment shall be retroactive to October 1, 2025.
8. This Amendment may be executed in multiple originals or in counterparts, whether signed physically or electronically; each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same agreement.
9. Each individual executing this Amendment on behalf of a Party represents and warrants that they are, on the date they sign this Amendment, duly authorized by all necessary and appropriate action to execute this Amendment on behalf of such party and does so with full legal authority.

(The remainder of this page is blank.)

IN WITNESS WHEREOF, the Parties have made and executed this Agreement: Broward County, through its Board of County Commissioners, signing by and through its County Administrator, authorized to execute same by Board Item 17 on September 16, 2025; and City, signing by and through its duly authorized representative.

COUNTY

BROWARD COUNTY, by and through
its County Administrator

By: _____
County Administrator

____ day of _____, 2026

Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By: _____
McKillop Erlandson (Date)
Assistant County Attorney

By: _____
Douglas R. Gonzales (Date)
Senior Assistant County Attorney

MBE
SIXTH AMENDMENT – DEERFIELD BEACH.docx
1/5/2026

**SIXTH AMENDMENT TO AGREEMENT BETWEEN
BROWARD COUNTY AND CITY OF DEERFIELD BEACH
FOR COMMUNITY SHUTTLE SERVICE**

CITY

CITY OF DEERFIELD BEACH

By: _____
Authorized Signer

Print Name and Title

_____ day of _____, 2026

Approved as to form:

By: _____

Print Name and Title

Exhibit "F"
City of Deerfield Beach
Operating Funding
October 1, 2025 - September 30, 2026

Buses	Service	Route	Span of Service	Frequency	Daily Vehicle Hours	Days	Funding Per Vehicle Hour	Annual Funding
1	Mon - Fri	Express I	8:00a – 4:00p	60 min	8.33	250	\$63.46	\$132,155.45
1	Saturday	Express I	8:00a-12:00p 1:00p-4:00p	60 min	8.33	52	\$63.46	\$27,488.33
1	Mon - Fri	Express II	8:00a – 4:00p	60 min	8.33	250	\$63.46	\$132,155.45
1	Saturday	Express II	8:00a-12:00p 1:00p-4:00p	60 min	8.33	52	\$63.46	\$27,488.33
Total Annual Funding								\$319,287.56



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2026-4

Agenda Date: 2/17/2026

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 2026 Fair Share Contribution to the Areawide Council on Aging of Broward County, Inc. in the amount of \$82,343.00; providing for implementation and an effective date. (Funds from Account #100-500-640-5400-000-55400-504016 - Grants/Area Agency on Aging)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$82,343

Account Name: Grants / Area Agency on Aging

Account Number: 100-500-640-5400-000-55400-504016

Background/History

With the adoption of the FY 2026 Budget, the City Commission approved the fair share contribution to the Area Agency on Aging of Broward County, Inc./Area Agency on Aging. Since the inception of the organization, in 1974, the Area Agency on Aging has utilized a Fair Share Methodology to secure the required ten percent local match from local municipalities and the County Commission as mandated to meet Federal and State appropriations. Areawide Council on Aging of Broward County, Inc., plans, develops, coordinates, and evaluates programs, funds services, and is the prime advocate for Broward County residents 60 years of age or older.

The City of Deerfield Beach Braithwaite Center for Active Aging/Northeast Focal Point Senior Center and the Areawide Council on Aging of Broward County, Inc./Area Agency on Aging have been working together in collaboration for over 45 years to provide supportive services for the senior population in the City.

Current Activity

Each year the Area Agency on Aging of Broward County, Inc. determines the fair share amount due from the respective municipality based on its senior population. The 2026 fair share due from the City of Deerfield Beach to the Area Agency on Aging of Broward County, Inc. is \$82,343.

Attached are the following documents:

1. Area Agency on Aging of Broward County, Inc. Explanation Letter
2. Area Agency on Aging of Broward County, Inc. Invoice

Recommendation

It is recommended that the City Commission approve the required 2026 fair share contribution in the amount not to exceed \$82,343.

RESOLUTION NO. 2026/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE 2026 FAIR SHARE CONTRIBUTION TO THE AREAWIDE COUNCIL ON AGING OF BROWARD COUNTY, INC. IN THE AMOUNT OF \$82,343.00; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, the City of Deerfield Beach Braithwaite Center for Active Aging/Northeast Focal Point Senior Center (the “City”) and the Areawide Council on Aging of Broward County, Inc./Area Agency on Aging (the “Council”) have been working together in collaboration for over 45 years to provide supportive services for the senior population in the City of Deerfield Beach; and

WHEREAS, the City of Deerfield Beach City Commission approved a fair share contribution to the Council with the adoption of its Fiscal Year 2026 budget; and

WHEREAS, the Council has determined the fair share amount due from the City for 2026 is \$82,343.00 to provide supportive services to the senior population in the City; and

WHEREAS, the City staff recommends that the City Commission approve the fair share contribution to the Council in the amount of \$82,343.00.

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

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

Section 2. The City Commission hereby approves the City’s fair share contribution to the Council in the amount of \$82,343.00.

Section 3. The City Manager is authorized to make the fair share contribution payment to the Council in the amount of \$82,343.00.

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



Area Agency on Aging of Broward County

Charlotte Mather-Taylor, Chief Executive Officer

April 25, 2025

AREAWIDE COUNCIL ON AGING BOARD OF DIRECTORS

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The Honorable Todd Drosky
City of Deerfield Beach
150 N.E. 2nd Avenue
Deerfield Beach, Florida 33441

Dear Mayor Drosky,

The Areawide Council on Aging of Broward County, Inc., which administers the Aging and Disability Resource Center, is the prime planning, coordinating, funding and advocacy body for projects and services benefitting the needs of over 473,215 year round Broward residents, 60 years of age and over.

Since our incorporation, as a nonprofit 501(c)(3) organization, in 1974, we have utilized a Fair Share Methodology to secure the required match monies from local municipalities and the County Commission.

Each year, the Areawide Council on Aging determines the required match and then develops separate reports for each city or town. The reports include records noting numbers of participants, services rendered, the associated financial costs, and the amount sought to reach the total mandated match.

Since the Federal Older Americans Act and State Community Care for the Elderly Appropriations require a local match, we utilize the base budget and any increases in these funds are reflected in the following year's Fair Share Report. These factors, plus changes in Broward's population, over 60 years of age, are demonstrated in the Fair Share computations.

We do not employ Alzheimer's Disease Initiative, Home Care for the Elderly, and Respite for Elders Living in Everyday Families figures for compiling the Fair Share Request since the Fair Share figures are developed only to meet mandated Federal and State appropriations. Alzheimer's Disease Initiative, Home Care for the Elderly, and Respite for Elders Living in Everyday Families data are informational only.

5300 Hiatus Road, Sunrise, Florida 33351 **Elder Helpline: (954-745-9779)** Administration: (954-745-9567) Fax: (954-745-9584)

The Aging & Disability Resource Center of Broward County is administered by the Areawide Council on Aging of Broward County, Inc. and funded by Older Americans Act, Florida Community Care for the Elderly, Alzheimer Disease Initiative and Medicaid Waiver Legislation through the State Department of Elder Affairs.

Mayor Drosky
City of Deerfield Beach
April 25, 2025
Page 2

For the 2026 Fair Share request, we are employing the latest population figures using U.S. Census Bureau, 2019-2023 American Community Survey 5-Year Estimates.

Our request for 2026 is \$82,343. In Fiscal Year 2023-2024, we provided your residents with \$1,724,662 in services.

For each dollar we are seeking, in match, the Areawide Council on Aging supplied \$20.94 in assistance to your constituents.

We are available to discuss Fair Share and other elder related matters with you at your earliest convenience. Please call our office, at 954-745-9603, to calendar a meeting.

The Areawide Council is well aware of the economic challenges being faced by our municipalities and the County. That is a prime reason for expressing both our gratitude and admiration to our elected officials. Because of your ongoing advocacy, on behalf of your senior constituency and their caregivers, we can, and will continue to partner in order to ensure the rights of older Browardians to live their retirement years with merited dignity.

Sincerely,


Charlotte Mather-Taylor
Chief Executive Officer

CMT:cd

cc: City Commission of Deerfield Beach
Rodney Brimlow, City Manager
Oleg Gorokhovskiy, Chief Financial Officer
Heather Montemayor, CMC, City Clerk

EXPLANATION OF FAIR SHARE

Federal Dollars are provided to the Areawide Council on Aging through Older Americans Act Legislation. State Dollars are allocated by the Community Care for the Elderly Act. Both the Federal and State Dollars must be matched locally on a 90-10% ratio. This means that for every nine dollars provided by the Federal and State Governments, we must raise one dollar in Broward County.

FUNDS REQUIRING LOCAL MATCH FOR 2026

Federal Older Americans Act Dollars	\$9,878,729
General Revenue	681,080
State Community Care for the Elderly	<u>8,883,233</u>
	<u>\$19,443,042</u>
Local Matching Dollars Required	\$2,160,338
Elder Abuse Prevention Program	<u>100,000</u>
Total Matching Funds Requested	<u><u>\$2,260,338</u></u>

THE FAIR SHARE FORMULA

Since 1974, the Areawide Council on Aging has utilized a Fair Share Formula to request and receive Matching Funds from Broward’s Cities and the County Commission. We divide the required Matching Funds by the number of elderly in Broward County to achieve a figure representing each Broward resident 60 years of age and older.

Projected 2026 Broward Total Population 60 and Over	<u>473,215</u>
Representative Fair Share Dollar Amount per Senior Resident 60 or Over: \$2,260,338 divided by 473,215	<u>\$ 4.78</u>

We request each City to pay 2/3 of the Fair Share Dollars for their senior constituency and the County to pay 1/3. We further ask the County to pay the Full Fair Share for each senior resident of the unincorporated areas.

Fair Share Request per Senior Resident:	<u>\$ 4.78</u>
City Share Request per Senior Resident:	$4.78 \times (2/3) =$ <u>\$ 3.19</u>
County Share Request per Senior Resident:	$4.78 \times (1/3) =$ <u>\$ 1.59</u>
	<u>\$ 4.78</u>

FAIR SHARE REQUEST FROM DEERFIELD BEACH

Number of Residents over 60 in Your City	25,813
Fair Share Request per Senior Resident in Your City	<u>x 3.19</u>

TOTAL FAIR SHARE REQUEST **\$82,343**

In Fiscal Year 2023-2024, the Areawide Council on Aging provided Your City with Services Totaling Over: \$1,724,662

Areawide Council on Aging of Broward County

Fiscal Year 2023-2024

Services Provided to Senior Citizens

in the

City of Deerfield Beach



Area Agency on Aging
of Broward County

Program	Service Provided	Clients	Units Provided	Avg Unit Cost	Total Cost
OLDER AMERICANS ACT					
	ASSURANCE (TELEPHONE & IN-PERSON)	*	1.00	9.45	9.45
	CAREGIVER TRNG & SUP - GROUP	*	101.75	65.94	6,709.57
	CHORE	12	193.75	57.10	11,063.54
	CONGREGATE MEALS	193	16,757.00	8.77	146,949.13
	CONGREGATE MEALS - SCREENING	151	161.50	59.56	9,619.70
	COUNSELING - GROUP	*	255.00	84.37	21,514.35
	COUNSELING - INDIVIDUAL	33	429.25	36.97	15,870.09
	EDUCATION/TRAINING - GROUP	*	63.00	128.07	8,068.23
	HEALTH SUPPORT - GROUP	*	382.50	116.07	44,397.11
	HEALTH SUPPORT - INDIVIDUAL	16	21.75	45.17	982.45
	HOME DELIVERED MEALS	48	7,980.00	6.11	48,792.20
	HOME DELIVERED MEALS - FROZEN	6	240.00	6.87	1,648.80
	HOUSING IMPROVEMENT	9	62.25	62.27	3,876.56
	INFORMATION	*	987.00	13.51	13,334.37
	LEGAL ASSISTANCE	*	176.00	73.84	12,995.74
	NUTRITION EDUCATION	170	713.00	11.09	7,909.34
	OUTREACH	38	53.00	71.11	3,768.90
	RECREATION	*	2,083.50	57.02	118,810.49
	REFERRAL	*	174.00	79.24	13,787.76
	SCREENING & ASSESSMENT	36	136.75	86.50	11,828.75
	TAILORED CAREGIVER ASSESSMENT	5	4.50	0.00	0.00
	TECHNOLOGY - EQUIPMENT	4	8.00	139.58	1,116.64
	TECHNOLOGY - INSTALL	4	14.00	207.14	2,900.00
Program Totals:			30,998.50		\$505,953.17

AMERICAN RESCUE PLAN

	CHORE	2	13.50	66.62	899.38
	CONGREGATE EMERG SHELF MEALS	95	1,900.00	4.58	8,702.00
	EMERG HOME DEL SHELF MEALS	43	900.00	4.58	4,122.00
	EMERGENCY ALERT RESPONSE	10	10.00	624.00	6,240.00
	HOME DELIVERED MEALS	64	9,570.00	6.54	62,540.60
	HOME DELIVERED MEALS - FROZEN	12	2,270.00	6.87	15,594.90
	HOUSING IMPROVEMENT	1	2.00	70.00	140.00
	INFORMATION	*	125.00	9.83	1,228.75

* Client specific information is not captured for these services.

Program	Service Provided	Clients	Units Provided	Avg Unit Cost	Total Cost
	LEGAL ASSISTANCE	*	49.00	74.06	3,628.94
	NUTRITION EDUCATION	45	139.00	0.44	60.57
	OUTREACH	2	2.00	48.27	96.54
	REFERRAL	*	46.00	65.49	3,012.54
	SCREENING & ASSESSMENT	18	63.00	79.51	5,008.84
	TAILORED CAREGIVER ASSESSMENT	3	3.50	0.00	0.00
	TECHNOLOGY	51	192.00	181.80	34,905.65
	TECHNOLOGY - EQUIPMENT	56	235.00	278.55	65,458.37
	TECHNOLOGY - INSTALLATION	31	36.00	168.75	6,075.00
Program Totals:			15,556.00		\$217,714.08

COMMUNITY CARE FOR THE ELDERLY

	CASE AIDE	19	59.50	36.02	2,143.19
	CASE MANAGEMENT	32	436.75	63.85	27,886.49
	EMERGENCY ALERT RESPONSE	5	37.00	1.16	42.92
	HOME DELIVERED MEALS	4	1,100.00	5.91	6,496.50
	HOMEMAKER	26	4,710.75	26.38	124,269.59
	INFORMATION	*	259.00	13.51	3,499.09
	INTAKE	242	322.00	88.09	28,364.98
	MEDICATION MANAGEMENT - IND	2	2.00	43.24	86.48
	OTHER SERVICES	1	1.00	100.00	100.00
	PERSONAL CARE	19	2,984.50	26.48	79,029.56
	REFERRAL	*	60.00	79.24	4,754.40
	RESPIRE IN-HOME	2	772.00	26.29	20,295.88
	SPECIALIZED MEDICAL EQUIPMENT	3	25.00	58.92	1,472.90
Program Totals:			10,769.50		\$298,441.98

ALZHEIMER'S DISEASE INITIATIVE

	CAREGIVER TRNG & SUP - IND	10	22.25	35.96	800.15
	CASE AIDE	3	8.75	36.02	315.18
	CASE MANAGEMENT	18	159.25	49.00	7,803.58
	RESPIRE IN-FACILITY	12	6,254.25	18.59	116,277.87
	RESPIRE IN-FACILITY SPC ADC	2	309.00	7.53	2,326.77
	RESPIRE IN-HOME	3	1,745.25	23.72	41,402.85
	SPECIALIZED MEDICAL EQUIPMENT	1	4.00	67.24	268.94
Program Totals:			8,502.75		\$169,195.34

ENHANCED HOME CARE FOR THE ELDERLY

	CASE MANAGEMENT	85	129.00	228.10	29,425.00
	HOME MODIFICATION	19	19.00	3878.57	73,692.80
	TECHNOLOGY - EQUIPMENT	65	78.00	3451.76	269,237.21
	TECHNOLOGY - INSTALLATION	4	8.00	105.00	840.00
Program Totals:			234.00		\$373,195.01

* Client specific information is not captured for these services.

Program	Service Provided	Clients	Units Provided	Avg Unit Cost	Total Cost
HOME CARE FOR THE ELDERLY					
	BASIC SUBSIDY	14	108.00	160.00	17,280.00
	CASE AIDE - VENDOR PAYMENT	16	200.50	63.85	12,801.93
	CASE AIDE -VENDOR	9	14.00	36.02	504.28
	Program Totals:		322.50		\$30,586.21
LOCAL SERVICE PROGRAM					
	ADULT DAY CARE	6	449.25	65.31	29,340.52
	CASE MANAGEMENT	2	4.75	34.00	161.50
	CONGREGATE MEALS	1	71.00	8.62	612.02
	HOMEMAKER	2	65.00	24.00	1,560.00
	MATERIAL AID	14	62.00	52.86	3,277.03
	PERSONAL CARE	1	126.50	24.00	3,036.00
	TRANSPORTATION	96	8,698.75	5.54	48,201.02
	Program Totals:		9,477.25		\$86,188.09
NON-DOEA PROGRAM					
	ADULT DAY CARE	1	55.50	109.57	6,081.14
	CASE MANAGEMENT	2	11.75	63.85	750.24
	EMERGENCY ALERT RESPONSE	9	63.00	26.00	1,638.00
	HOME DELIVERED MEALS	27	3,568.00	4.84	17,269.12
	TECHNOLOGY - INSTALL	1	2.00	105.00	210.00
	Program Totals:		3,700.25		\$25,948.50
EHEAP					
	EHEAP	20	26.00	431.01	11,206.24
	Program Totals:		26.00		\$11,206.24
SHINE					
	SHINE	115	197.22	31.61	6,234.27
	Program Totals:		197.22		\$6,234.27
Totals:			79,783.97		\$1,724,662.89

In Fiscal Year 2023-2024, our Project Family provided Deerfield Beach's seniors with \$1,724,662 in services. The Areawide Council on Aging's 2026 Match Request for Deerfield Beach is \$82,343. For every \$1 we are seeking, the Areawide Council on Aging (Area Agency on Aging) provided Deerfield Beach with \$20.94 in services.

Our figures are secured from the annual service cost reports obtained from our Projects.

*** Client specific information is not captured for these services.**



**Area Agency on Aging
of Broward County**

5300 Hiatus Road
Sunrise, Florida 33351
Phone: (954) 745-9567
Fax: (954) 745-9584
www.adrcbroward.org

INVOICE

DATE	1/5/2026
INVOICE #	AR-01033
DUE DATE	2/4/2026

BILL TO
City of Deerfield Beach 150 N.E. 2nd Avenue Deerfield Beach, FL 33441

DESCRIPTION	QUANTITY	PRICE	AMOUNT
FY 2026 Fair Share Funding Request	1	\$82,343.00	\$82,343.00
October 1, 2025 to September 30, 2026			

TERMS	
Payment Due Date:	30 Days
Checks Payable to:	Areawide Council on Aging of Broward County, Inc.
CONTACT INFORMATION	
Contact person:	Shahnaaz Yasin
Telephone number:	954-745-9567
Email Address:	yasins@adrcbroward.org
Internal Coding	
GL Coding:	10.10.80.FS00035.2800.905
Quarter Billed:	FY 2026 Fair Share

TOTAL: \$82,343.00



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2026-13

Agenda Date: 2/17/2026

Status: DEPARTMENTAL BUSINESS

In Control: City Commission

Title

Resolution 2026/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, authorizing acceptance of \$400,000.00 in grant funds from the Florida Department of Environmental Protection ("FDEP") for the Tedder Neighborhood Pocket Park Project; approving the expenditure of \$250,000.00 for the project to meet the grant matching funds requirement; approving and authorizing execution of a grant agreement with FDEP for the project; providing for implementation and an effective date. (*Funds from Account #399-700-720-7200-57200-506530 - CIP Infrastructure*)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$250,000

Account Name: CIP Infrastructure

Account Number: 399-700-720-7200-57200-506530

Background/History

The Tedder Pocket Park Project will create a safe, accessible neighborhood park within the underserved Tedder community, addressing the need for additional park space within the City's incorporated areas. The proposed site is designed to function as a walkable pocket park, providing nearby residents with convenient access to passive and active recreational amenities.

The project will activate approximately 9,500 square feet of the site for park use, with the remaining approximately 27,500 square feet secured and fenced to protect an existing drainage area. Redevelopment of the site will remediate a vacant parcel that has experienced issues related to vagrancy, vandalism, and illegal dumping, thereby improving public safety and neighborhood aesthetics.

Planned improvements include installation of a tot-lot playground, benches with canopy shading, shade trees, sod, and perimeter fencing throughout the property. These enhancements will transform the site into a functional, attractive, and environmentally responsible public space.

The Florida Department of Environmental Protection has awarded funding to the City for implementation of the Tedder Pocket Park Project under Agreement No. L2504, supporting the City's ongoing investment in equitable park access, environmental stewardship, and community revitalization.

Current Activity

The Tedder Pocket Park Project has been formally awarded by the Florida Department of Environmental Protection. City staff has completed all required coordination to finalize the agreement terms, including review for compliance with state and city requirements. Execution of Agreement No. L2504 is required to authorize project implementation and access awarded funding. Agreement No. L2504 with the Florida Department of Environmental Protection for the Tedder Pocket Park Project, accepts state funding for \$400,000, and approves the required City match for \$250,000, for a total project cost of \$650,000.

Recommendation

It is recommended that the City Commission authorize acceptance of the grant award for \$400,000, and approve and authorize execution of Grant Agreement No. L2504 with the Florida Department of Environmental Protection for the Tedder Pocket Park Project.

RESOLUTION NO. 2026/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AUTHORIZING ACCEPTANCE OF \$400,000.00 IN GRANT FUNDS FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (“FDEP”) FOR THE TEDDER NEIGHBORHOOD POCKET PARK PROJECT; APPROVING THE EXPENDITURE OF \$250,000.00 FOR THE PROJECT TO MEET THE GRANT MATCHING FUNDS REQUIREMENT; APPROVING AND AUTHORIZING EXECUTION OF A GRANT AGREEMENT WITH FDEP FOR THE PROJECT; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, the City of Deerfield Beach applied for a grant from the Florida Department of Environmental Protection (“FDEP”) for the Tedder Neighborhood Pocket Park Project (the “Project”); and

WHEREAS, the City was notified by FDEP that the Project was approved for state funding and the funding has been formally awarded; and

WHEREAS, the grant funding will allow the City to activate approximately 9,500 square feet of the Project site for park use, with the remaining approximate 27,500 square feet of the site to be secured and fenced in order to protect an existing drainage area; and

WHEREAS, the Project improvements include installation of a tot-lot playground, benches with canopy shading, shade trees, sod and perimeter fencing throughout the property; and

WHEREAS, the redevelopment of the Project site will remediate a vacant parcel that has experienced issues relating to vagrancy, vandalism, and illegal dumping, thereby improving public safety and neighborhood aesthetics; and

WHEREAS, the FDEP grant funding in the amount of \$400,000.00 (the “Grant”) will be utilized for the Project improvements, and the City will be providing \$250,000.00 (the “Matching Funds”) towards Project expenditures to meet the Grant match requirement; and

WHEREAS, the Grant funding from FDEP is on a cost reimbursement basis; and

WHEREAS, in order to receive the Grant and facilitate the Project, the City is required to execute the Grant Agreement with FDEP, attached and incorporated herein as Exhibit “A”, (the “Grant Agreement”); and

WHEREAS, the City Commission deems it to be in the best interests of the City to authorize acceptance of the Grant, approve and authorize execution of the Grant Agreement, and approve the expenditure of the Matching Funds for 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 authorizes acceptance of the Grant funds from FDEP in the amount of \$400,000.00 for the Project.

Section 3. The City Commission hereby approves the Grant Agreement with FDEP, attached as Exhibit “A”. The Mayor and City Manager are authorized to execute the Grant Agreement with FDEP, attached as Exhibit “A”, together with such non-substantial changes as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4. The expenditure of \$250,000.00 in Matching Funds for the Project to meet the match requirement for the Grant is hereby approved.

Section 5. The appropriate City officials are authorized to take all necessary actions to implement the aims of this Resolution, including but not limited to any actions necessary to satisfy the City’s obligations under the Grant Agreement.

Section 6. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2026.

TODD DROSKY, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to section 215.971, Florida Statutes:

1. Project Title (Project): Deerfield Beach Tedder Neighborhood Pocket Park Agreement Number: L2504

2. Parties State of Florida Department of Environmental Protection
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000 (Department)

Grantee Name: City of Deerfield Beach Entity Type: Local Government

Grantee Address: 325 NW 2nd Ave, Deerfield Beach, FL 33441 FEID: 59-000305

(Grantee)

3. Agreement Begin Date: Upon Execution Date of Expiration: June 30, 2028

4. Project Number: (If different from Agreement Number) Project Location(s): 4575 NE 1st Ave, Deerfield Beach, FL 33064

Project Description: Site development and installation of a tot-lock playground, a picnic shelter with table, two benches with canopy, sidewalk, landscaping, and fencing.

5. Total Amount of Funding:	Funding Source?	Award #s or Line-Item Appropriations:	Amount per Source(s):
\$400,000	<input checked="" type="checkbox"/> State <input type="checkbox"/> Federal	Line Item #1636A - GAA, FY 2025-2026	\$ 400,000.00
	<input type="checkbox"/> State <input type="checkbox"/> Federal		\$
	<input type="checkbox"/> State <input type="checkbox"/> Federal		\$
	<input checked="" type="checkbox"/> Grantee Match		\$ 250,000.00
Total Amount of Funding + Grantee Match, if any:			\$ 650,000.00

<p>6. Department's Grant Manager Name: <u>Danila Coppola</u> or successor Address: <u>Department of Environmental Protection</u> <u>3800 Commonwealth Blvd., MS 100</u> <u>Tallahassee, FL 32399</u> Phone: <u>850-245-2698</u> Email: <u>danila.coppola@floridadep.gov</u></p>	<p>Grantee's Grant Manager Name: <u>Crystal Hayes</u> or successor Address: <u>City of Deerfield Beach</u> <u>325 NW 2nd Avenue</u> <u>Deerfield Beach, FL 33064</u> Phone: <u>954-250-4245</u> Email: <u>chayes@deerfield-beach.com</u></p>
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7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

<input checked="" type="checkbox"/> Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
<input checked="" type="checkbox"/> Attachment 2: Special Terms and Conditions
<input checked="" type="checkbox"/> Attachment 3: Grant Work Plan
<input checked="" type="checkbox"/> Attachment 4: Public Records Requirements
<input checked="" type="checkbox"/> Attachment 5: Special Audit Requirements
<input checked="" type="checkbox"/> Attachment 6: Program-Specific Requirements
<input type="checkbox"/> Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com , in accordance with section 215.985, F.S.
<input type="checkbox"/> Attachment 8: Federal Regulations and Terms (Federal)
<input type="checkbox"/> Additional Attachments (if necessary):
<input checked="" type="checkbox"/> Exhibit A: Progress Report Form
<input type="checkbox"/> Exhibit B: Property Reporting Form
<input checked="" type="checkbox"/> Exhibit C: Payment Request Summary Form
<input type="checkbox"/> Exhibit D: Quality Assurance Requirements
<input type="checkbox"/> Exhibit E: Advance Payment Terms and Interest Earned Memo
<input type="checkbox"/> Exhibit F: Common Carrier or Contracted Carrier Attestation Form PUR1808 (State)

<input type="checkbox"/> Exhibit H: Non-Profit Organization Compensation Form (State)	
<input type="checkbox"/> Exhibit I: Forced Labor Attestation Form	
<input type="checkbox"/> Additional Exhibits (if necessary):	
8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):	
Federal Award Identification Number(s) (FAIN):	
Unique Entity Identifier (UEI):	
Federal Award Date to Department:	
Federal Award Project Description:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	<input type="checkbox"/> Yes <input type="checkbox"/> N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

City of Deerfield Beach	GRANTEE
Grantee Name	
By _____ (Authorized Signature)	Date Signed _____
Print Name and Title of Person Signing	

State of Florida Department of Environmental Protection	DEPARTMENT
By _____ Secretary or Designee	
Date Signed _____	
Print Name and Title of Person Signing	

Additional signatures attached on separate page.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS**

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
- i. Standard Grant Agreement
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
- (1) an increase or decrease in the Agreement funding amount;
 - (2) a change in Grantee's match requirements;
 - (3) a change in the expiration date of the Agreement;
 - (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department; and/or
 - (5) any changes to the terms and conditions of the Agreement other than the specific instances enumerated below when a change order may be used.
- A change order to this Agreement may be used when:
- (1) task timelines within the current authorized Agreement period change;
 - (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
 - (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
 - (4) fund transfers between budget categories for the purposes of meeting match requirements.
- This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the

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execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subrecipients shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.
- c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

- ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.
- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: <https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.
- e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:
 - i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;
 - ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;
 - iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for invoice payments and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and
 - iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: <https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity>.
- f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Grantee meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Grantee must provide the Department with documentation that indicates the amount of state funds:

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- i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer.
- ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Grantee's website, if Grantee maintains a website.

- h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: <https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates>.
- l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual/Subaward Costs (Subcontractors/Subrecipients). Match or reimbursement requests for payments to subcontractors/subrecipients must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts/subawards which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor/subrecipient exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract/subaward is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. For grants funded with federal funds, nonconsumable and/or nonexpendable personal property or equipment costing \$10,000 or more purchased for the Project under a subcontract/subaward is subject to the requirements set forth in 2 CFR 200. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts/subawards that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts/subaward issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors/subrecipients.

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- i. For fixed-price (vendor) subcontracts/subawards, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts/subawards to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted/subawarded activities shall be supported with a copy of the subcontractor/subrecipient's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract/subaward. The Grantee may request approval from Department to award a fixed-price subcontract/subaward resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor/subrecipient. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract/subaward.
 - ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S., or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.
- e. Direct Purchase Equipment. For grants funded fully or in part with state funds, equipment is defined as capital outlay costing \$5,000 or more. For grants funded fully with federal funds, equipment is defined as capital outlay costing \$10,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department and does not include any equipment purchased under the delivery of services to be completed by a subcontractor/subrecipient. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor/subrecipient, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

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- b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Insurance Requirements for Subrecipients and/or Subcontractors. The Grantee shall require its subrecipients and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its subrecipients and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Subrecipients and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.

- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
 - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts

of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors/subrecipients or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchase may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, and subcontractors/subrecipients and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, and subcontractors/subrecipients; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to

other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts/Subawards.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor/subrecipient knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts/subawards with private organizations issued as a result of this Agreement.
- b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
 - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
 - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
 - iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
 - iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Development, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts/subawards issued as a result of this Agreement.
- b. The Grantee, its subrecipients, subcontractors and agents must also comply with the following civil rights laws and regulations:
 - i. Title VI of the Civil Rights Act of 1964 as amended (prohibiting discrimination in federally assisted programs on the basis of race, color, or national origin in the delivery of services or benefits);

- ii. Section 13 of the 1972 Amendment to the Federal Water Pollution Control Act (prohibiting discrimination on the basis of sex in the delivery of services or benefits under the Federal Water Pollution Control Act as amended);
 - iii. Section 504 of the Rehabilitation Act of 1973 (prohibiting discrimination in federally assisted programs on the basis of disability, both in employment and in the delivery of services and benefits);
 - iv. Age Discrimination Act of 1975 (prohibiting discrimination in federally assisted programs on the basis of age in the delivery of services or benefits);
 - v. 40 C.F.R. Part 7, (implementing Title VI of the Civil Rights Act of 1964, Section 13 of the 1972 Amendments to the Federal Water Pollution Control Act, and Section 504 of the Rehabilitation Act of 1973);
 - vi. Florida Civil Rights Act of 1992 (Title XLIV Chapter 760, Sections 760.01, 760.11 and 509.092, F.S.), including Part I, chapter 760, F.S. (prohibiting discrimination on the basis of race, color, religion, sex, pregnancy, national origin, age, handicap, or marital status).
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

- a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- c. All construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

- a. Signage Requirements
 - a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a “project funded by President Biden’s Bipartisan Infrastructure Law” or “project funded by President Biden’s Inflation Reduction Act” as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: <https://www.epa.gov/invest/investing-america-signage>.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is 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, the Grantee certifies that it is 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 Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is 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. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted or subawarded, Grantee shall similarly require each subcontractor/subrecipient to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

29. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its subrecipients and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its subrecipients and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

- i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. **Special Audit Requirements.** The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. **Proof of Transactions.** In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. **No Commingling of Funds.** The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
 - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
 - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting/Subawards.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.

Attachment 1

- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor/subrecipient, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor/subrecipient, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract/subaward. The Department shall not be liable to any subcontractor/subrecipient for any expenses or liabilities incurred under any subcontract/subaward, and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract/subaward.
- e. The Department will not deny Grantee's employees, subcontractors/subrecipients, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Development at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor/subrecipient at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s)/subrecipient(s), and without the fault or negligence of either, unless the subcontracted/subawarded products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract/subaward, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors/Subrecipients and Agents.

All Grantee employees, subcontractors/subrecipients, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors/subrecipients, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for

the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Disclosure of Gifts from Foreign Sources.

If the value of the grant under this Agreement is \$100,000 or more, Grantee shall disclose to Department any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in section 286.101, F.S., if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant, Grantee must also provide a copy of such disclosure to the Department of Financial Services.

41. Food Commodities.

To the extent authorized by federal law, the Department, its grantees, contractors and subcontractors/subrecipients shall give preference to food commodities grown or produced in this state when purchasing food commodities, including farm products as defined in section 823.14, F.S., of any class, variety, or use thereof in their natural state or as processed by a farm operation or processor for the purpose of marketing such product.

42. Anti-human Trafficking.

If the Grantee is a nongovernmental entity, the Grantee must provide the Department with an affidavit signed by an officer or a representative of the Grantee under penalty of perjury attesting that the Grantee does not use coercion for labor or services as defined in section 787.06, F.S.

43. Iron and Steel for Public Works Projects.

If this Agreement funds a "public works project" as defined in section 255.0993, F.S., or the purchase of materials to be used in a public works project, any iron or steel permanently incorporated in the Project must be "produced in the United States," as defined in section 255.0993, F.S. This requirement does not apply if the Department determines that any of the following circumstances apply to the Project:

- (1) iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;
- (2) the use of iron or steel products produced in the United States will increase the total cost of the project by more than twenty percent (20%); or
- (3) complying with this requirement is inconsistent with the public interest.

Further, this requirement does not prevent the Contractor's minimal use of foreign steel and iron materials if:

- (1) such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and
- (2) the "cost" of such materials, as defined in section 255.0993, F.S., does not exceed one-tenth of one percent (1%) of the total Project Cost under this Agreement or \$2,500, whichever is greater.

Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (excepting transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this paragraph.

This provision shall be applied in a manner consistent with and may not be construed to impair the state's obligations under any international agreement.

44. Complete and Accurate information.

Grantee represents and warrants that all statements and information provided to DEP are current, complete, and accurate. This includes all statements and information in this Grant, as well as its Attachments and Exhibits.

45. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

Attachment 1

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**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. L2504**

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is Deerfield Beach Tedder Neighborhood Pocket Park. The Project is defined in more detail in Attachment 3, Project Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement begins on July 1, 2025 and ends at the expiration of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
<input type="checkbox"/>	<input type="checkbox"/>	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
<input type="checkbox"/>	<input type="checkbox"/>	a. Fringe Benefits, N/A.
<input type="checkbox"/>	<input type="checkbox"/>	b. Indirect Costs, N/A.
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Contractual (Subcontractors)
<input type="checkbox"/>	<input type="checkbox"/>	Travel, in accordance with Section 112, F.S.
<input type="checkbox"/>	<input type="checkbox"/>	Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Rental/Lease of Equipment
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Miscellaneous/Other Expenses/Supplies
<input type="checkbox"/>	<input type="checkbox"/>	Land Acquisition

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

The Agreement requires at least a 38% match on the part of the Grantee. Therefore, the Grantee is responsible for providing \$250,000 through cash or third party in-kind towards the project funded under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee’s liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

- a. Commercial General Liability Insurance.
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.
- b. Commercial Automobile Insurance.
If the Grantee’s duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage
- c. Workers’ Compensation and Employer’s Liability Coverage.
The Grantee shall provide workers’ compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.
- d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

No retainage is required under this Agreement.

11. Subcontracting.

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

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

- a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution. If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this Agreement immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

- b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity

This agreement does not provide federal or state financial assistance to a county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2).

16. Additional Terms.

None.

Any terms added here must be approved by the Office of General Counsel.

ATTACHMENT 3
PROJECT WORK PLAN
LEGISLATIVE LINE ITEM PROJECT

Project Name: Deerfield Beach Tedder Neighborhood Pocket Park
 Grantee Name: City of Deerfield Beach
 Project # **L2504**

SUMMARY: The **City of Deerfield Beach** (Grantee) received funding in the amount of **\$400,000.00** from the Florida Legislature through Specific Appropriation Line Item 1636A, General Revenue Fund, Fiscal Year (FY) 2025-2026, General Appropriations Act, for the purpose of the **Tedder Neighborhood Park site development and installation of a tot-lock playground, a picnic shelter with table, two benches with canopy, sidewalk, landscaping, and fencing.** Authority for this Project is specified in Section 216.011, Florida Statutes (F.S.). Monitoring and auditing guidelines, as related to the Florida Single Audit Act are specified in the Florida Catalog of State Financial Assistance (CSFA). The specific CSFA number for this Project is 37.085.

All work must be completed in accordance with, and including but not limited to: the Agreement, local, state and federal laws, the approved Project plans, all required permits, and the Florida Building Code. Prior to the Department issuing a “Notice to Commence” to the Grantee, as specified in Attachment 6 of the Agreement, Program Specific Requirements, the Department must receive evidence of and have approved all Deliverables in Task 1. The Department shall designate the Project complete upon receipt and approval of all Deliverables.

For the purpose of this Agreement, the terms “Project Element” and “Project Task” are used interchangeably to mean an identified facility within the Project.

The Project is located at 4575 NE 1st Avenue, Deerfield Beach, FL 33064

Project Completion: The Project Completion Date for this Agreement is **April 30, 2028.**

Budget: Reimbursement for allowable costs for the Project shall not exceed the maximum Grant Award amount outlined below. Grantee shall maintain an accounting system which meets generally accepted accounting principles and shall maintain financial records to properly account for funds. All final Project Costs shall be submitted to the Department with the payment request.

Maximum Grant Award Amount:	\$ 400,000.00
Required Grantee Match Amount:	\$ 250,000.00
Total Estimated Project Cost:	\$ 650,000.00
Match Ratio:	62:38

Scope of Work/Project Tasks	Budget	Deliverables	Due Date	Financial Consequences
PROJECT TASK 1 1.A. Development of Commencement Documentation Checklist (FRDAP Form DRP-107) ¹ .	No Cost Deliverable	PROJECT DELIVERABLE 1 The Department will issue “Notice to Commence” upon receipt and approval of: 1.A. All applicable Project specific Commencement documentation listed on Commencement Documentation Checklist (FRDAP FORM DRP-107)	180 Calendar Days after Execution of Agreement ²	The Department shall terminate the Project Agreement if the required Deliverables are not submitted and approved by the Department.

<p>1.B. A Cost Analysis Form, with detailed budget (and In-House Cost Schedule(s), if applicable) (DEP 55-229).</p>		<p>1.B. A Cost Analysis Form, with detailed budget (and In-House Cost Schedule(s), if applicable).</p> <p>Project planning expenses, such as application preparation, architectural and engineering fees, permitting fees, Project inspection, and other similar fees are eligible for reimbursement. However, reimbursement, if requested, shall not exceed fifteen (15%) of total Project cost, and shall be invoiced upon Project completion, in accordance with the Payment Request Schedule.</p> <p>The Grantee may not proceed with development of the Project until Notice to Commence has been issued.</p>		
<p>Project Task 2</p> <p>Task 2.A. Development of Project Elements, which include: Tedder Neighborhood Park site development and installation of a tot-lock playground, a picnic shelter with table, two benches with canopy, sidewalk, landscaping, and fencing</p>	<p>Task 2</p>	<p>PROJECT DELIVERABLE 2</p> <p>The Grantee may request reimbursement upon Department receipt and approval of:</p> <p>2.A. Development of required Project Elements.</p> <p>2.B. All applicable Project specific Completion documentation listed on Completion Documentation Checklist (FRDAP Form DRP-111)¹.</p> <p>2.C. Final Legislative Line Item Status Report.</p> <p>The Grantee may request reimbursement for allowable budgeted expenses and costs pursuant to the Agreement that are directly related to the successful development of the Project site. Reimbursement shall not exceed the Grant Award Amount, less any reimbursement requested for in Deliverable 1, and shall be invoiced upon Project completion, in accordance with the Payment Request Schedule below. Ten percent (10%) of the Grant Award will be retained until the Project is designated complete by the Department.</p>	<p>Due 60 calendar days prior to the expiration of this Agreement which shall also be the Project Completion Date</p>	<p>No reimbursement will be made for Deliverable(s) deemed unsatisfactory by the Department. Payment(s) will not be made for unsatisfactory or incomplete work. In addition, a Task may be terminated for Grantee's failure to perform.</p>

Project Task Performance Standard: The Department's Grant Manager will review the Deliverables to verify compliance with the requirements for funding under the Agreement and approved plans. Upon review and written acceptance by the Department's Grant Manager of all Deliverables under each Project Task, the Grantee may proceed with the payment request submittal.

Payment Request Schedule: Following Department approval of all Deliverables, the Grantee may submit **a single payment request** on Payment Request Summary Form (FRDAP Form DRP-115)¹, along with all required documentation as outlined in the Financial Reporting Procedures (FRDAP Form DRP-110)¹, as applicable, to support payment. A payment request submitted as part of the reimbursement process must correspond with the Cost Analysis and supporting documents provided under Project Tasks.

Endnotes:

1. Documentation is available at <https://floridadep.gov/lands/land-and-recreation-grants/content/frdap-assistance> and/or from the Land and Recreational Grants Section, State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard, MS# 585, Tallahassee, Florida, 32399-3000.
2. Project Agreement is subject to termination if Commencement documentations under Task 1 are not received and approved by the Department within 180 calendar days of the Project Agreement execution.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements**

Attachment 4

1. Public Records.

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution and section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:

Telephone: (850) 245-2118
Email: public.services@floridadep.gov
Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

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

Attachment 5

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

MONITORING

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

AUDITS

PART I: FEDERALLY FUNDED

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

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

PART II: STATE FUNDED

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

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

PART III: OTHER AUDIT REQUIREMENTS

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

PART IV: REPORT SUBMISSION

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

By Mail:

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

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

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

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

By Mail:

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

Electronically:

FDEPSingleAudit@dep.state.fl.us

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

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

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

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

By Mail:

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

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and the current Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or the current Rules of the Auditor

Attachment 5

3 of 7

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

PART V: RECORD RETENTION

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

EXHIBIT – 1

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

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

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

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

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

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

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

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

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
	General Appropriations Act Line Item #1636A – Fixed Capital Outlay – Local Parks from General Revenue	2025-2026	37.085	Grants in Aid to Local Governments and Nonstate Entities	\$400,000.00	140694
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	\$400,000.00	
--------------------	---------------------	--

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

¹ Subject to change by Change Order.

² Subject to change by Change Order.

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

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
PROGRAM SPECIFIC REQUIREMENTS**

LOCAL PARKS – LEGISLATIVE LINE ITEM PROJECT

ATTACHMENT 6

1. Project Submittal Forms.

Administrative Forms, Reimbursement Forms, and Guidelines referenced in this Agreement may be found at <https://floridadep.gov/lands/land-and-recreation-grants/content/frdap-assistance>, or by contacting the Department’s Grant Manager.

2. Notice to Commence.

Prior to commencement of the Project, the Grantee shall submit to the Department for approval:

- i. A professional site plan;
- ii. Commencement certification;
- iii. A boundary survey of the project site which includes a legal description and sketch of the site’s boundaries, displays known easements and encroachments, if any, by legally sufficient to identify the site, and must be signed and sealed by a professional surveyor and mapper licensed under provisions of Chapter 472, F.S.;
- iv. The results of a title search and the opinion prepared by a member of the Florida Bar or licensed title insurer of the project area covering the thirty (30) year period prior to approval by the Department, which attest to a clear title owned by the grantee, with no liens, encumbrances or taxes held against the property or a copy of title insurance;
- v. If the land will be used as match, either a copy of the taxed assessed value or a complete appraisal prepared in accordance with the Uniform Standards of Professional Appraisal Practices supporting fair market value of the land utilized as project matching funds. The Appraisal must be no earlier than one year prior to the date of application of legislative funding and must be prepared by an appraiser included on the list of approved appraisers maintained by the Department’s Division of State Lands; and
- vi. Budget Cost Analysis Form.

The Grantee may use the FRDAP Commencement Documentation Checklist, DRP-107 to help meet these requirements and may use the Commencement Certification, DRP-108 to satisfy requirement 2.ii. In addition to the Items i. through vi. above, the Grantee shall submit a copy of any executed subcontracts to the Department. Upon satisfactory approval by the Department, the Department will issue written “Notice to Commence” to the Grantee to commence the Project. **The Grantee SHALL NOT proceed until the Department issues the “Notice to Commence.”** The Grantee shall commence Task Performance **within 180 days** after the “Notice to Commence” is issued by the Department unless extended by the Department for good cause. Until the Department issues the “Notice to Commence,” the Department is not obligated to pay or reimburse Grantee for fees, costs, or general expenses of any kind that were incurred prior to the “Notice to Commence.”

3. Project Completion.

All work under this Agreement must be completed no later than 60 days before the expiration date of the Agreement, known as the “Project Completion Date.” The Department may require the Grantee to do additional work before designating the Project “complete.” If the Project has not been designated as complete by the Department by midnight of the Date of Expiration, the Project funds will revert to the revenue fund from which they were appropriated.

4. Project Completion Certification.

To certify completion, the Grantee will submit to the Department a Project Completion Certification. The Grantee may use the FRDAP Project Completion Certification, DRP-112, available online and incorporated herein by reference to satisfy this requirement. The Project must be designated complete prior to the Department releasing final reimbursement. The Department shall designate the Project complete upon receipt and approval of all deliverables and when the Project site is open and available for use by the public for outdoor recreation purposes. The Department will release the retainage when the Department approves the Completion Documentation. The final payment of the retained amount will be processed within thirty (30) days of the Project designated complete by the Department.

5. The following is added to paragraph 8, Attachment 1, Standard Terms and Conditions:
- m. Project Costs. The Department will reimburse Project costs as provided herein. Project Costs shall be incurred between the effective date of the Agreement, and the Project Completion Date as set forth in the Project Completion Certification determined and identified herein. If the total cost of the Project exceeds the grant amount and the required match (if applicable), Grantee must pay the excess cost.
 - n. Cost Limits. Project planning expenses, such as application preparation, surveys (boundary and topographic), title searches, project signs, architectural and engineering fees, permitting fees, project inspection fees, and other similar fees are eligible Project costs provided that such costs do not exceed fifteen percent (15%) of the total Project cost.

6. The following replaces paragraph 10, Attachment 1, Standard Terms and Conditions:

Status Reports.

- a. The Grantee must utilize the Legislative Line Item Status Report, available online and incorporated herein by reference, to describe the work performed during the reporting period, problems encountered, problem resolutions, schedule updates and proposed work for the next reporting period. The Project Status Reports must be submitted to the Department's Grant Manager no later than January 20, April 20, July 20 and October 20. The Department's Grant Manager has thirty (30) calendar days to review the required reports and deliverables submitted by the Grantee.
- b. Additionally, the Grantee shall comply with the reporting and inventory requirements set forth in the Statewide Comprehensive Outdoor Recreation Plan (SCORP), available online: <https://floridadep.gov/parks/florida-scorp-outdoor-recreation-florida> and hereby incorporated by reference, by updating the Florida Outdoor Recreation Inventory (FORI) system (<https://floridadep.gov/parks/florida-outdoor-recreation-inventory>).

7. Site Dedication.

- a. Land owned by the grantee and developed or acquired with legislative line item funding must be dedicated in perpetuity as an outdoor recreational site for the use and benefit of the general public. Land under control other than by ownership of the Grantee such as by lease, must be dedicated as an outdoor recreation area for the use and benefit of the general public for a minimum period of twenty-five (25) years from the Project Completion Date as set forth in the Project Completion Certificate. The dedications must be recorded in the county's public property records by the Grantee. Execution of this Agreement by the Department constitutes an acceptance of a Project site(s) dedication on behalf of the general public of the State of Florida.
- b. Should the Grantee's interest in the land change, either by sale, lease, or other written legal instrument, the Grantee is required to notify the Department in writing of the change no later than ten (10) days after the change occurs, and the Grantee is required to notify all subsequent parties with interest to the land of the terms and conditions as set forth in this Agreement.

8. Management of Project Sites.

- a. Site Inspections. Grantees must ensure by site inspections that facilities on the Project site are being operated and maintained for outdoor recreation for a minimum period of twenty-five (25) years from the Project Completion Date set forth in the Project Completion Certificate. The Project site must be open at reasonable times and must be managed in a safe and attractive manner.
- b. Public Accessibility. All facilities must be accessible to the public on a non-exclusive basis, without regard to age, sex, race, religion, or ability level.
- c. Entrance Fees. Reasonable differences in entrance fees for similar projects may be allowed on the basis of residence, but only if the Grantee can clearly show that the difference in entrance fees reflects, and is substantially related to, all economic factors related to park management, and it is not simply related to the amount of tax dollars spent by the residents for the park; and that a definite burden on the Grantee in park maintenance costs clearly justifies a higher fee for nonresidents.
- d. Native Plantings. In developing a project with legislative line item funds, the Grantee must primarily use vegetation native to the area, except for lawn grasses.
- e. The Grantee will obtain Department approval prior to any current or future development of facilities on the Project Site(s). This Agreement is not transferable.

9. Procurement Requirements for Grantee.

The Grantee must secure all goods and services for the Project according to its adopted procurement procedures.

10. Signage.

The Grantee must erect a permanent information sign on the Project site that credits funding (or a portion thereof) to the Florida Department of Environmental Protection and the Florida Legislature. The sign must be made of appropriate materials, which are durable for a minimum of twenty-five (25) years after the Project is complete. The sign must be installed on the Project site and approved by the Department before the Department processes the final Project reimbursement request.

11. Termination and Ineligibility.

In addition to the remedies provided elsewhere in this Agreement, if the Grantee fails to comply with the terms stated in this Agreement, the Department will terminate this Agreement and demand return of the legislative line item funding (including interest). Further, the Grantee agrees to ensure that all necessary permits are obtained prior to implementing any Grant Work Plan activity that may fall under applicable federal, state, or local laws.

12. Conversion.

This Project Site acquired and/or developed with legislative assistance must be retained and used for public outdoor recreation. Should the Grantee convert all or part of the Project site to other than public outdoor recreational uses, the Grantee must replace the area, facilities, resource, or Project site at its own expense with an acceptable project of comparable scope, and quality.



Florida Department of Environmental Protection

Exhibit A

**Legislative Line Item Project
Project Status Report**

Required Signatures: **Adobe Signature**

Project Name: _____ Project Number: _____

Project Sponsor: _____

Identify primary and support recreation areas and facilities to be constructed. **(50% of total costs must be in primary facilities).**

PROVIDE PHOTOS OF WORK IN PROGRESS

PRIMARY FACILITIES/ELEMENTS:

Project Elements	Work Accomplished	% Completed



Florida Department of Environmental Protection

**EXHIBIT C
PAYMENT REQUEST SUMMARY FORM**

Required Signatures: **Adobe Signature**

Date: _____

Grantee _____

Project Name and Number _____

Billing Period: _____

Billing #: _____

DEP Division: _____

DEP Program: _____

	Project Costs This Billing	Cumulative Project Costs
Contractual Services DRP-116		
Grantee Labor DRP-117		
Employee Benefits (_____ % of Salaries)		
Direct Purchases: Materials & Supplies DRP-118		
Grantee Stock DRP-120		
Equipment DRP-119		
Land Value		
Indirect Costs (15% of Grantee Labor)		
TOTAL PROJECT COSTS	\$0.00	\$0.00

CERTIFICATION: I hereby certify that the above expenses were incurred for the work being accomplished in the attached progress reports.

Project Administrator

Date

CERTIFICATION: I hereby certify that the documentation has been maintained as required to support the project expenses as reported above and is available for audit upon request.

Project Financial Officer

Date



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2026-57

Agenda Date: 2/17/2026

Status: DEPARTMENTAL BUSINESS

In Control: City Commission

Title

Resolution 2026/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, amending the Parks and Recreation schedule of fees and charges to modify the fees for admissions to the City's International Fishing Pier; providing for conflicts and an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

On February 3rd, the City Commission directed staff to amend the Parks & Recreation schedule for fees and charges related to pier admission. Effective immediately, the following fee structure applies:

- Residents: No charge for sightseeing
- Non-Residents: \$2 fee for sightseeing
- Daily Fishing: \$4 fee
- First Responders: No charge for sightseeing
- Veterans/Military Personnel: No charge for sightseeing

Current Activity

Staff is not charging admission to the Pier at this time and is awaiting approval of the amended fee schedule.

Recommendation

Staff recommends the approval of the amended fee schedule for the International Fishing Pier.

RESOLUTION NO. 2026/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING THE PARKS AND RECREATION SCHEDULE OF FEES AND CHARGES TO MODIFY THE FEES FOR ADMISSIONS TO THE CITY'S INTERNATIONAL FISHING PIER; PROVIDING FOR CONFLICTS AND AN EFFECTIVE DATE

WHEREAS, Section 50-1 of the City Code provides that the Parks and Recreation Department's schedule of fees and charges for the use of City recreation buildings and facilities may be amended by the City Commission by resolution; and

WHEREAS, the City Commission previously approved Resolution 2024/116, adopting the existing fee schedule that was set forth as an Exhibit to such Resolution; and

WHEREAS, at the February 3, 2026 City Commission Meeting, the City Commission discussed, and heard public comment regarding, the fees the City charges for admissions to sightsee and fish at the City's International Fishing Pier (the "Pier") and directed staff to prepare amendments to such fees; and

WHEREAS, the proposed amended fee schedule, attached as Exhibit "A", (the "Amended Fee Schedule") incorporates the following amendments regarding admissions to the Pier:

- Residents: No charge for sightseeing (with ID)
- Non-Residents: \$2 fee for sightseeing
- Daily Fishing: \$4 fee
- First Responders: No charge for sightseeing
- Veterans/Military Personnel: No charge for sightseeing; and

WHEREAS, the City Commission deems it to be in the best interests of the City to adopt the Amended Fee Schedule regarding admissions to the Pier, attached as Exhibit "A."

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

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

Section 2. The City Commission hereby adopts the Amended Fee Schedule regarding admissions to the Pier, attached as Exhibit "A."

Section 3. All resolutions or parts of resolutions in conflict with this Resolution, including but not limited to Resolution 2024/116, are hereby repealed to the extent of such conflict.

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 become effective immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2026.

CITY OF DEERFIELD BEACH

TODD DROSKY, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK



Administration Offices Program Fees - 2024**	Resident	Non-Resident	First Responders/Military & Veterans
Pioneer Park Boat Ramp			
Trailer Parking Fee	\$1 per hour or \$100 annual decal	one rate	
Pier Program Fees			
Daily Fishing	\$4	one rate	
Monthly Fishing	\$50	\$63	
6 Month Fishing	\$300	\$375	
Annual Fishing	\$500	\$625	
Daily Sightseers	Free*	\$2	Free*
Monthly Sightseers	\$10	\$13	
6 Month Sightseers	\$50	\$63	
Pier Parking Lot with fishing fee	5 hours for \$10	one rate	
	10 hours for \$20	one rate	
Special Events Application Fee			
90 + days prior to event	\$200	\$300	
45-89 days prior to the event	\$250	\$350.00	
30-44 days prior to event date	\$300	\$400.00	
14-29 days prior to event date	\$350	\$450.00	
Non-Profit Rate	\$100		
Beach Special Event Deposit on City Property	\$2,500-\$5,000		\$2,500-\$10,000

Based on attendance

*With valid ID
 Non-profits must show proof on non-profit status to receive non-profit rates.

**Updated February 4, 2026



Facility Rentals - 2024	Resident	Non-Resident	Non-Profit
After-Hours Staff Rental Fee			
All locations- Outside of regular operating hrs/hr	\$25.00	\$35.00	
Oveta McKeithen Recreational Complex			
Ball Room-Half Room (6 hours)	\$300	\$500	
Ball Room-Full Room (6 hours)	\$600	\$800	
Ball Room Deposit (Half) Refundable	\$500	\$500	
Ball Room Deposit (Full) Refundable	\$500	\$500	
Multi-Purpose Room(to include Friday evenings)	\$100.00* Per Room	\$200 Per Room	
Weekday Meeting/Training Rentals (per 1 hour) - NEW	\$25	\$25	
Weekday HOA (1 hour) - NEW	\$0	Resident Only	
Gymnasium (1 hour)	\$125	\$225	
Constitution Park			
Weekends (not to include Friday evenings)	\$150*	\$300*	
Weekday Meeting/Training Rentals (per 1 hour) - NEW	\$25	\$50	
Weekday HOA (1 hour) - NEW	\$0	Resident Only	
Small Pavilion (Day)	\$100	\$125	
Arboretum Wedding - Grassy Area	\$300	\$350	
West Deerfield Community Center			
Weekends (to include Friday evenings)	\$150	\$300	
Weekday Meeting/Training Rentals (per 1 hour)	\$25	\$50	\$20
Weekday HOA (1 hour)	\$0	Resident Only	
Highlands Community Center			
Weekends (to include Friday evenings)	\$150*	\$300	
Weekday Meeting/Training Rentals (per 1 hour)	\$25	\$50	\$20
Small Pavilion (Day)	\$100	one rate	
Hillsboro Community Center			
Weekends (to include Friday evenings)	\$250	\$350	\$25 (per hr)
Weekday Meeting/Training Rentals (per 1 hour)	\$50	\$75	
Weekday HOA (1 hour)	\$0	Resident Only	
Mayo Howard Park			
Pavilion (Day)	\$150	\$175	
Johnnie McKeithen Park			



Large Pavilion (Day)	\$150	\$175	
Small Pavilion (Day)	\$0	\$0	
Sullivan Park			
Pavilion - NEW	\$150	\$300	
Security Deposit Sullivan Park	\$250	\$250	
Pioneer Park			
Small Pavilion (Day)	\$75	\$100	
Villages of Hillsboro Park			
Medium Pavilion (Day)	\$150	\$175	
Small Pavilion (Day)	\$100	\$125	
Beach Wedding			
9th St, 10th St, & Grassy Area	\$300	\$350	
Beach Wedding Security Deposit	\$250	\$250	
Kirk Cottrell Pavilion- NEW			
Pavilion	\$250	\$500	
Security Deposit	\$250	\$250	
International Fishing Pier - NEW			
Pier	\$9,000	\$9,000	
Security Deposit	\$2,500	\$2,500	
Security Deposits			
Security Deposit- Room/Building Rental	NA	NA	
Security Deposit - Pavilions	\$75	\$75	\$75
Security Deposit - Gymnasium			
Athletic Fields***			
Multipurpose Field (1 hour, no lights) - NEW	\$50	\$100	
Multipurpose Field (1 hour, with lights) - NEW	\$75	\$150	
Baseball/Softball Field (1 hour, no lights) - NEW	\$25	\$50	
Baseball/Softball Field/Basketball (1 hour, with lights) - NEW	\$50	\$100	
Basketball Court Outdoor (1 hour, with lights)	\$25	\$50	
Basketball Court Outdoor (1 hour, no lights)	\$25	\$50	



Field Lining			
Baseball/Softball Field (per lining)	\$40	one rate	
Football,Soccer,Rugby,Lacrosse Field (per lining)	\$200	one rate	
Sand Volleyball Courts***			
No lights (1 hour per court)	\$25	\$35	
With lights (1 hour per court)	\$13	\$13	

*4 Hour Rentals (Friday, 6p-10p; Saturday & Sunday, 8a-12p, 1p-5p, 6p-10p) *6 hours 8am-2pm 4pm-10pm \$400 hourly rate\$60 additional hour

**Complete closure of the pier from 6am - 11pm. Includes staff and pressure cleaning of the pier. No more than once per quarter or every two months?

***Reserved play

**** Weekdays Only

All Rentals require a refundable security damage deposit

NO REFUNDS on rental fees. Patron has the opportunity to reschedule their rental

Non-profits must show proof on non-profit status

to receive non-profit rates.



Aquatic Facility Program - 2024	Resident	Non-Resident
Admission-Senior (55 years old & up)	\$3	one rate
Admission-Adult	\$5	one rate
Admission-Child (17 years old & under)	\$3	one rate
10 visit pass	NA	NA
One month pass	\$35	\$45
3 month membership-Senior (55 years old & up)	\$60	\$70
3 month membership-Adult	\$75	\$85
3 month membership-Child (17 years old & under)	\$60	\$70
3 month membership-Family of 2	\$120	\$130
3 month membership-Additional family members	\$40	\$50
Annual membership-Senior (55 years old & up)	\$125	\$135
Annual membership-Adult	\$175	\$185
Annual membership-Child (17 years old & under)	\$125	\$135
Annual membership-family of 2	\$275	\$285
Annual membership- Additional family members	\$85	\$95
Chaperone (Not swimming)	NA	NA
College rental (per swimmer)	All are Non-Residents	\$8
Pool party/Group Swim rental (3 hours)- during hours of operation*	\$150	\$180
Additional hour - during hours of operation*	\$50	one rate
Trash deposit (for parties or group swim, refundable)	\$50	one rate
Specialty Private Rentals (per 4 hour blocks)	\$175	\$205
Rental-1 Instructor, 1 Student (Needs to supply insurance)	\$25/hour	\$35
Rental- Each Additional Student	\$10/hour	one rate

*Hours of Operation are Monday-Friday 8am-8pm, Saturday & Sunday 9:00am-4:00pm. Swim ends 15 minutes

All fees reflect tax included

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

Tennis Center - 2024	Resident	Non-Resident
Annual Individual Permit	\$150	\$165
Annual Family Permit*	\$200	\$220
Annual Junior Permit**	\$50	\$55
Semi-Annual Individual Permit (Nov 1st thru Apr 30th)	\$80	\$88
Semi-Annual Family Permit (Nov 1st thru Apr 30th)*	\$115	\$130
**Semi-Annual Junior Permit (Nov 1st thru Apr 30th)	\$35	\$45
Adult Court Fee	\$5	one rate
Junior Court Fee**	\$3	\$5

* Valid for all members of a single household

** 17 year olds & under

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

RESOLUTION NO. 2024/116

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, ADOPTING THE AMENDED PARKS AND RECREATION SCHEDULE OF FEES AND CHARGES; PROVIDING FOR CONFLICTS AND AN EFFECTIVE DATE

WHEREAS, Section 50-1 of the City Code provides that the Parks and Recreation Department’s schedule of fees and charges for the use of City recreation buildings and facilities may be amended by the City Commission by resolution; and

WHEREAS, the City Commission previously approved Resolution 2020/130, adopting the existing fee schedule that was set forth as an Exhibit to such Resolution (“Existing Fee Schedule”); and

WHEREAS, the Parks and Recreation Department (the “Department”) staff has evaluated the Existing Fee Schedule in order to recommend appropriate revisions for the City Commission to review and approve; and

WHEREAS, the Department reviewed the Existing Fee Schedule in comparison to other surrounding cities to determine if updates need to be made to remain competitive; and

WHEREAS, the proposed amended fee schedule, attached as Exhibit “A” (the “Amended Fee Schedule”), will put the City’s fees and charges on par with the fees and charges of surrounding municipalities with comparable facilities and services; and

WHEREAS, the Amended Fee Schedule provides revisions regarding the following fees: pier programming/entry, special event application, show mobile rental, special event rental equipment, facility rentals, athletic field rentals, tennis center, security deposits; and

WHEREAS, City staff finds that the Amended Fee Schedule, attached Exhibit “A,” is reasonable and recommends approval; and

WHEREAS, the City Commission deems it to be in the best interests of the City to adopt the Amended Fee Schedule, attached as Exhibit “A.”

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

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

Section 2. The City Commission hereby adopts the Amended Fee Schedule, attached as Exhibit “A.”

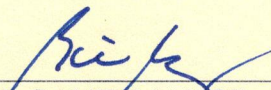
Section 3. All resolutions or parts of resolutions in conflict with this Resolution, including but not limited to Resolution 2020/130, are hereby repealed to the extent of such conflict.

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 become effective immediately upon adoption.


PASSED AND ADOPTED THIS 6TH DAY OF AUGUST, 2024.

CITY OF DEERFIELD BEACH



BILL GANZ, MAYOR

ATTEST:



HEATHER MONTEMAYOR, CITY CLERK

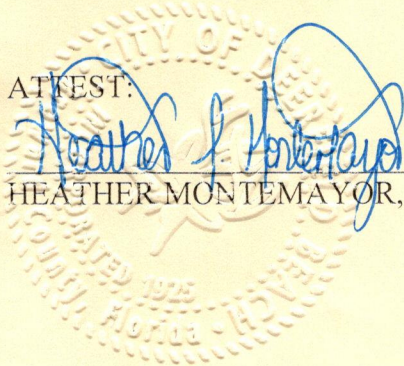




EXHIBIT A

Administration Offices Program Fees - 2024

	Current Resident	Proposed Resident	Current Non-Resident	Proposed Non-Resident	Current Non-Profit	Proposed Non-Profit
Pioneer Park Boat Ramp						
Trailer Parking Fee	\$1 per hour or \$100 annual decal	\$1 per hour or \$100 annual decal	\$1 per hour or \$100 annual decal	one rate	N/A	NA
Pier Program Fees						
Daily Fishing	\$4	\$4	\$4	one rate	N/A	NA
Monthly Fishing	\$50	\$50	\$75	\$63	N/A	NA
6 Month Fishing	\$300	\$300	\$375	\$375	N/A	NA
Annual Fishing	\$500	\$500	\$550	\$625	N/A	NA
Daily Sightseers	\$1	\$2	\$2	one rate	N/A	NA
Monthly Sightseers	NA	\$10	\$25	\$13	N/A	NA
6 Month Sightseers	NA	\$50	\$150	\$63	N/A	NA
Annual Sightseers-remove resident rate	\$75	\$25	\$225	\$32	N/A	NA
Pier Parking Lot with fishing fee	\$3 per hour	5 hours for \$10 10 hours for \$20	\$3 per hour	one rate one rate	N/A	NA
Special Events Application Fee						
90 + days prior to event		\$200		\$300		
45-89 days prior to the event		\$250		\$350.00		
30-44 days prior to event date		\$300		\$400.00		
14-29 days prior to event date		\$350		\$450.00		
Non-Profit Rate		\$100				
Beach Special Event Deposit on City Property		\$2,500-\$5,000				\$2,500-\$10,000
Application received more than 30 days prior to event	NA	\$100	NA	one rate	NA	\$20
Application received less than 30 days prior to event	\$100	\$150	\$150	one rate	\$40	\$40
Application received 60 days or more prior to event	\$50	NA	\$50	NA	\$0	NA
Application received 30-59 days prior to event	\$75	NA	\$100	NA	\$20	NA
Application received less than 8-14 days prior to event – NEW	\$125	NA	NA	NA	\$60	NA
Application received less than 1-7 days prior to event – NEW	\$150	NA	NA	NA	\$80	NA
Showmobile						
Showmobile	\$750/day	\$750/day	\$750/day	one rate	\$250/day	one rate
Showmobile Staff	\$110/hour	\$150/hour	\$110/hour	\$150/hour	\$110/hour	\$150/hour
Showmobile-Refundable-Deposit	\$250	NA	\$250	NA	\$250	NA
Special Event Rental Equipment						
Tables	\$5	NA	\$7	NA	\$5	NA
Chairs	\$1	NA	\$2	NA	\$1	NA
Coolers	\$10	NA	\$15	NA	\$5	NA
Glow Bug Lights	\$93	NA	\$100	NA	\$93	NA



Portable Bleachers—NEW	\$100	NA	\$120	NA	\$50	NA
Staffing for bleachers—NEW	\$600	NA	\$600	NA	\$600	NA
Barricades	\$3	NA	\$5	NA	\$3	NA
10x10 Tents	\$20	NA	\$30	NA	\$10	NA
20x40 Tent—NEW	\$80	NA	\$100	NA	\$80	NA
Trash Containers	\$1	NA	\$5	NA	\$1	NA
Traffic Cones	\$1	NA	\$2	NA	\$1	NA
Equipment Refundable Deposit—NEW	\$150	NA	\$200	NA	\$150	NA

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



Deerfield Beach
Florida

Facility Rentals - 2024	Current Resident	Proposed Resident	Current Non-Resident	Proposed Non-Resident	Current Non-Profit	Proposed Non-Profit
After-Hours Staff Rental Fee						
All locations- Outside of regular operating hrs/hr		\$25.00		\$35.00		
Oveta McKeithen Recreational Complex						
Ball Room-Half Room (6 hours)		\$300		\$500		
Ball Room-Full Room (6 hours)		\$600		\$800		
Ball Room Deposit (Half) Refundable		\$500		\$500		
Ball Room Deposit (Full) Refundable		\$500		\$500		
Multi-Purpose Room(to include Friday evenings)		\$100.00* Per Room		\$200 Per Room	\$25 (per hr)	one rate
NEW	\$25	\$25	\$50	\$25	\$25	one rate
Weekday HOA (1 hour) - NEW	\$0	\$0	NA	Resident Only		
Gymnasium (1 hour)	\$125	\$125	\$250	\$225		
Constitution Park						
Weekends (not to include Friday evenings)	\$200*	\$150*	400*	\$300*	\$25 (per hr)	one rate
NEW	\$25	\$25	\$50	\$50	\$25	one rate
Weekday HOA (1 hour) - NEW	\$20	\$0	NA	Resident Only	NA	NA
Small Pavilion (Day)	\$75	\$100	\$150	\$125	\$75	one rate
Arboretum Wedding - Grassy Area	\$300	\$300	\$450	\$350	NA	NA
West Deerfield Community Center						
Weekends (to include Friday evenings)	\$150*	\$150	\$300*	\$300	\$25 (per hr)	one rate
Weekday Meeting/Training Rentals (per 1 hour)	\$25	\$25	\$50	\$50	\$25	\$20
Weekday HOA (1 hour)	\$20	\$0	NA	Resident Only	NA	NA
Highlands Community Center						
Weekends (to include Friday evenings)	\$200*	\$150*	\$400*	\$300	\$25 (per hr)	one rate
Weekday Meeting/Training Rentals (per 1 hour)	\$25	\$25	\$50	\$50	\$25	\$20
\$0	\$20	\$20	\$0	N/A	NA	NA
Small Pavilion (Day)	\$0	\$100	\$200	one rate	\$0	NA
Hillsboro Community Center						
Weekends (to include Friday evenings)	\$250*	\$250	\$500*	\$350	\$250*	\$25 (per hr)
Weekday Meeting/Training Rentals (per 1 hour)	\$50	\$50	\$75	\$75	\$25	one rate
Weekday HOA (1 hour)	\$0	\$0	NA	Resident Only	NA	NA
Mayo Howard Park						
Pavilion (Day)	\$150	\$150	\$300	\$175	NA	NA



Johnnie McKeithen Park						
Large Pavilion (Day)	\$150	\$150	\$300	\$175	NA	NA
Small Pavilion (Day)	\$50	\$0	\$100	\$0	NA	NA
Sullivan Park						
Pavilion - NEW	\$100	\$150	\$300*	\$300	NA	NA
Security Deposit Sullivan Park - NEW	\$250	NA	\$250	NA	NA	NA
Pioneer Park						
Small Pavilion (Day)	\$75	\$75	\$150	\$100	NA	NA
Villages of Hillsboro Park						
Medium Pavilion (Day)	\$150	\$150	\$250	\$175	NA	NA
Small Pavilion (Day)	\$100	\$100	\$200	\$125	NA	NA
Beach Wedding						
9th St, 10th St, & Grassy Area	\$300	\$300	\$450	\$350	NA	NA
Beach Wedding Security Deposit	\$250	\$250	\$250	\$250	NA	NA
Kirk Cottrell Pavilion- NEW						
Pavilion	\$250*	\$250	\$500*	\$500	NA	NA
Security Deposit	\$250	\$250	\$250	\$250	NA	NA
International Fishing Pier - NEW						
Pier	\$9,000	\$9,000	\$12,500	\$9,000	NA	NA
Security Deposit	\$2,500	\$2,500	\$2,500	\$2,500	NA	NA
Security Deposits						
Security Deposit- Room/Building Rental	\$250	NA	\$250	NA	\$250	NA
Security Deposit - Pavilions	\$75	\$75	\$75	\$75	\$75	\$75
Security Deposit - Gymnasium	\$150		\$150			
Athletic Fields***						
Multipurpose Field (1 hour, no lights) - NEW	\$50	\$50	\$100	\$100	NA	NA
Multipurpose Field (1 hour, with lights) - NEW	\$75	\$75	\$150	\$150	NA	NA
Baseball/Softball Field (1 hour, no lights) - NEW	\$25	\$25	\$50	\$50	NA	NA
Baseball/Softball Field/Basketball (1 hour, with lights) - NEW	\$50	\$50	\$100	\$100	NA	NA
Basketball Court Outdoor (1 hour, with lights)		\$25		\$50		
Basketball Court Outdoor (1 hour, no lights)	\$25	\$25	\$50	\$50		
Field Lining						
Baseball/Softball Field (per lining)	\$50	\$40	\$50	one rate	NA	NA



Football,Soccer,Rugby,Lacrosse Field (per lining)	\$200	\$200	\$200	one rate	NA	NA
Sand Volleyball Courts***						
No lights (1 hour per court)	\$10	\$25	\$20	\$35	NA	NA
With lights (1 hour per court)	\$13	\$13	\$20	\$13	NA	NA

*4 Hour Rentals (Friday, 6p-10p; Saturday & Sunday, 8a-12p, 1p-5p, 6p-10p) *6 hours 8am-2pm 4pm-10pm \$400 hourly rate\$60 additional hour

**Complete closure of the pier from 6am - 11pm. Includes staff and pressure cleaning of the pier. No more than once per quarter or every two months?

***Reserved play

**** Weekdays Only

All Rentals require a refundable security damage deposit

NO REFUNDS on rental fees. Patron has the opportunity to reschedule their rental

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



Aquatic Facility Program - 2024

	Current Resident	Proposed Resident	Current Non-Resident	Proposed Non-Resident	Current Non-Profit	Proposed Non-Profit
Admission-Senior (55 years old & up)	\$2	\$3	\$3	one rate		NA
Admission-Adult	\$3	\$5	\$4	one rate		NA
Admission-Child (17 years old & under)	\$2	\$3	\$3	one rate		NA
10 visit pass	\$20	NA	\$25	NA		NA
One month pass	NA	\$35	NA	one rate		NA
3 month membership-Senior (55 years old & up)	\$45	\$60	\$56	one rate		NA
3 month membership-Adult	\$65	\$75	\$81	one rate		NA
3 month membership-Child (17 years old & under)	\$45	\$60	\$56	one rate		NA
3 month membership-Family of 2	\$110	\$120	\$138	one rate		NA
3 month membership-Additional family members	\$25	\$40	\$31	one rate		NA
Annual membership-Senior (55 years old & up)	\$100	\$125	\$125	one rate		NA
Annual membership-Adult	\$150	\$175	\$188	one rate		NA
Annual membership-Child (17 years old & under)	\$100	\$125	\$125	one rate		NA
Annual membership-family of 2	\$225	\$275	\$281	one rate		NA
Annual membership- Additional family members	\$75	\$85	\$94	one rate		NA
Chaperone (Not swimming)	\$1	NA	\$1	NA		NA
College rental (per swimmer)	All are Non-Residents	All are Non-Residents	\$8	\$8		NA
Pool party/Group Swim rental (3 hours)- during hours of operation*	\$125	\$150	\$250	one rate		NA
Additional hour - during hours of operation*	\$50	\$50	\$75	one rate		NA
Trash deposit (for parties or group swim, refundable)	\$50	\$50	\$50	one rate		NA
Specialty Private Rentals (per 4 hour blocks)	\$175	\$175/hour	\$175	one rate		NA
Rental-1 Instructor, 1 Student (Needs to supply insurance)	\$20	\$25/hour	\$40	one rate		NA
Rental- Each Additional Student	\$10	\$10/hour	\$10	one rate		NA

*Hours of Operation are Monday-Friday 8am-8pm, Saturday & Sunday 9:00am-4:00pm. Swim ends 15 minutes before closing time.
 All fees reflect tax included
 Non-profits must show proof on non-profit status to receive non-profit rates.



Tennis Center - 2024

	Current Resident	Proposed Resident	Current Non-Resident	Proposed Non-Resident	Current Non-Profit	Proposed Non-Profit
Annual Individual Permit	\$150	\$150	\$300	one rate		
Annual Family Permit*	\$200	\$200	\$400	one rate		
Annual Junior Permit**	\$50	\$50	\$100	one rate		
Semi-Annual Individual Permit (Nov 1st thru Apr 30th)	\$80	\$80	\$160	one rate		
Semi-Annual Family Permit (Nov 1st thru Apr 30th)*	\$115	\$115	\$230	\$130		
**Semi-Annual Junior Permit (Nov 1st thru Apr 30th)	\$35	\$35	\$70	one rate		
Adult Court Fee	\$5	\$5	\$10	one rate		
Junior Court Fee**	\$3	\$3	\$6	\$5		

* Valid for all members of a single household

** 17 year olds & under

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



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2026-14

Agenda Date: 2/17/2026

Status: DEPARTMENTAL BUSINESS

In Control: City Commission

Title

Resolution 2026/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a facility use agreement with DPR Youth Enrichment Association for Academics and Athletics, Inc., to provide Youth Football, Cheerleading and Academic Support Programs; approving and authorizing the use of \$35,000.00 in funds from the Parks and Recreation budget and use of the Target Area Trust Fund in an amount not to exceed \$65,000.00 to assist funding the Programs in a total amount not to exceed \$100,000.00; authorizing execution of the Agreement; providing for implementation and an effective date. (Funds from Account #100-700-720-7202-000-57200-503914 - Athletic Program Supplement & Account #620-200-210-2101-000-52100-503999 - Target Area Trust Fund)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$100,000 (not to exceed)

Account Name: Athletic Program Supplement

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

Secondary Account Name: Target Area Trust Fund

Secondary Account Number: 620-200-210-2101-000-52100-503999

Background/History

The City of Deerfield Beach has collaborated with a dedicated five-member board of individuals listed below to successfully bring back the Packer Rattlers program.

- Bernard Adams
- Tremain Hall
- Pastor Nathaniel Knowles
- James Nichols
- Merilyn Strowbridge

In support of this initiative, the City pledged to fully fund the program for its first year with a maximum

commitment of \$127,000. This funding represented the \$35,000 originally budgeted in the Parks Department, plus up to \$92,000 from the Target Area Trust Fund. Additionally, the City worked closely with the organization on key operational aspects, including field maintenance, scheduling, and invoice processing.

The first year of the Packer Rattlers program was successfully implemented and well received by the community, providing a structured, safe, and positive youth football and cheer leading experience. Participation levels, community engagement, and program operations demonstrated the value and impact of the program, reaffirming the importance of its continuation.

To ensure accessibility for all participants, there were no registration fees for football players or cheerleaders during the first year. During this initial year, the board actively engaged in fundraising efforts to support the program's long-term sustainability. These efforts included securing sponsorships, generating revenue through concession sales, and organizing events and activities, all coordinated with the City to ensure proper planning, compliance, and alignment with program goals.

Based on the success of the first year, the City and the board are now requesting funding and support for the second year of the Packer Rattlers program. Continued investment will allow the program to build upon its momentum, maintain accessibility for youth, and further strengthen its operational and financial foundation. By working collaboratively, we can secure the necessary resources to sustain and expand the program for its second year and beyond.

We are excited to continue supporting this program and look forward to the ongoing positive impact it will have on our youth and the Deerfield Beach community.

Current Activity

Currently, without continued funding approval, the Deerfield Beach Packer Rattlers program is not operational, and the City of Deerfield Beach does not have a youth tackle football program available to offer the community.

Recommendation

City staff recommends approving the Facility Use, \$35,000 in supplemental funding as well as \$65,000 from the Target Area Trust Fund to the Packer Rattlers to support the Youth Programs, and approving and authorizing execution of the renewal of the Facility Use and Grant Agreement with DPR Youth Enrichment Association For Academics & Athletics, Inc. d/b/a the Packer Rattlers to support the Youth Programs within the City.

RESOLUTION NO. 2026/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING A FACILITY USE AGREEMENT WITH DPR YOUTH ENRICHMENT ASSOCIATION FOR ACADEMICS AND ATHLETICS, INC., TO PROVIDE YOUTH FOOTBALL, CHEERLEADING AND ACADEMIC SUPPORT PROGRAMS; APPROVING AND AUTHORIZING THE USE OF \$35,000.00 IN FUNDS FROM THE PARKS AND RECREATION BUDGET AND USE OF THE TARGET AREA TRUST FUND IN AN AMOUNT NOT EXCEED \$65,000.00 TO ASSIST FUNDING THE PROGRAMS IN A TOTAL AMOUNT NOT TO EXCEED \$100,000.00; AUTHORIZING EXECUTION OF THE AGREEMENT; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, DPR Youth Enrichment Association for Academics and Athletics, Inc. (the “Packer Rattlers”) provides youth football, cheerleading, and academic support programs for youth ages 4 to 14 years old (the “Youth Programs”); and

WHEREAS, the Youth Programs are an integral part of the City of Deerfield Beach Community, and the Packer Rattlers have utilized City facilities, including the Oveta McKeithen Recreational Complex for its Youth Programs; and

WHEREAS, the Packer Rattlers desire to continue its Youth Programs within the City at City facilities, which requires the City and Packer Rattlers to execute a Facility Use Agreement, attached as Exhibit “1”; and

WHEREAS, the Packer Rattlers have requested financial assistance from the City to support the Youth Programs within the City, and City staff is recommending the use of \$35,000.00 from the Parks and Recreation Department budget and use of up to \$65,000.00 from the target area trust fund established under City Code Section 2-344 to support the Youth Programs given that the Youth Programs are conducted within the target area; and

WHEREAS, pursuant to City Code Section 2-344, the City Commission may approve such projects and expenditures within the target area for use of target area trust fund monies that the Commission believes will aid in the redevelopment and improve the quality of life in the target area; and

WHEREAS, the City Commission finds it to be in the best interests of the City to approve and authorize the execution of the Facility Use Agreement with the Packer Rattlers, attached as Exhibit “1” (the “Facility Use Agreement”); and

WHEREAS, the City Commission finds it in the best interests of the City to authorize the use of \$35,000.00 from the Parks and Recreation budget, and authorize the use of Target Area Trust Funds in an amount not to exceed \$65,000.00, for a total funding for the Youth Programs in an amount not to exceed \$100,000.00.

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

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

Section 2. The City Commission hereby approves the Facility Use Agreement with the Packer Rattlers, attached as Exhibit “1”, for the Youth Programs.

Section 3. The City Commission hereby authorizes the use of \$35,000.00 from the Parks and Recreation budget and the use of an amount not to exceed \$65,000.00 in Target Area Trust Funds, pursuant to the terms of the Facility Use Agreement, for a total funding from the City for the Youth Programs in an amount not to exceed \$100,000.00.

Section 4. The City Commission hereby finds that the allocation of up to \$65,000.00 from the Target Area Trust Fund to support the Youth Programs will aid in the redevelopment and improve the quality of life in the target area, and approves such expenditure pursuant to the terms and conditions of the Facility Use Agreement.

Section 5. The City Commission hereby authorizes the City Manager to execute the Facility Use Agreement with the Packer Rattlers, attached as Exhibit “1,” in an amount not to exceed \$100,000.00 to support the Youth Programs, together with such non-substantial changes as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

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

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2026.

CITY OF DEERFIELD BEACH

TODD DROSKY, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

**FACILITY USE AND FUNDING AGREEMENT
BETWEEN THE CITY OF DEERFIELD BEACH
AND DPR YOUTH ENRICHMENT ASSOCIATION FOR
ACADEMICS & ATHLETICS, INC.**

This Agreement (the "Agreement") is made and entered into this ____ day of _____, 2026 (the "Execution Date"), between the City of Deerfield Beach, Florida, (the "CITY"), and the DPR Youth Enrichment Association For Academics & Athletics, Inc. (the "LICENSEE").

RECITALS

WHEREAS, LICENSEE is a Florida not-for-profit corporation that provides youth football, cheerleading and academic support programs for youth ages 4 to 14 years old; and

WHEREAS, the CITY owns and operates facilities, including the Oveta McKeithen Recreational Complex, which are suitable for use by the LICENSEE for its Youth Football and Cheerleading Programs (the "Youth Programs"); and

WHEREAS, LICENSEE desires to obtain a non-exclusive license to use areas of the Oveta McKeithen Recreational Complex approved by the CITY (the "Permitted Area") to administer LICENSEE's tackle football and cheerleading athletic programs, games, and events ("Athletic Events"); and

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

WHEREAS, on February 17, 2026, the City Commission passed and adopted Resolution No. 2026/_____ which approved the execution of this Agreement, and funding support in an amount not to exceed \$100,000.00.

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 a Football and Cheerleading Program for the 2026 season at the Permitted Area in accordance with the Scope of Services, attached as Exhibit "A", and the terms and conditions of this Agreement.

Section 3. Term. This Agreement shall take effect on the Execution Date and shall continue for a one-year period, unless terminated as permitted herein (the "Term").

Section 4. City Funding. The CITY agrees to provide LICENSEE with funding in an amount not to exceed \$100,000.00, which includes \$35,000.00 from the CITY's Parks and Recreation Budget and an amount not to exceed \$65,000.00 allocated from the CITY's Target Area Trust Fund (the "Funding"). All Funding shall be used only to pay for the following expenses: Independent Third-Party CPA Firm to conduct an audit of the LICENSEE's financial records and statements, BSO Police Services, concessions, refurbishment of existing equipment, replacement of older equipment, cheer and football uniforms, league fees, banquets, awards and recognition events, busing/transportation, coaches certifications, referees, balls, coolers and tents, and background checks (the "Permitted Uses") to support LICENSEE's Youth Programs at the Permitted Area during the Term.

In order to receive any of the Funding, LICENSEE shall make a written request to the CITY for a particular expenditure (a "Payment Request") that details the specific items to be purchased, the anticipated amount of such purchase, and any additional information reasonably requested by the CITY. If the request is consistent with this Agreement, the CITY shall have the option, in the CITY's sole discretion, to make the purchase directly or reimburse LICENSEE for such expenditure. Any additional funding requests above the not to exceed amount of \$100,000.00, or any requests to use any portion of the Funding for a purpose other than for one of the Permitted Uses, must be approved by the City Commission, which may be withheld in the City Commission's sole discretion. LICENSEE shall provide such financial information related to LICENSEE as provided in this Agreement and any applicable City rules and regulations, or as may be requested by the City Manager or designee. LICENSEE agrees to submit a budget to the CITY with details on anticipated revenues and expenditures for the Youth Programs. Notwithstanding any language herein to the contrary, in the event a declared public health emergency results in the delay or suspension of the season(s) of the Youth Programs, the City Manager may reject or delay a Payment Request until such time as reasonably sufficient documentation is provided to the CITY confirming the continuation of the applicable season(s) of the Youth Programs and the continued need for the Payment Request.

Section 5. Licensee's Responsibilities.

- a. *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.
- b. *Coaching Certifications.* Prior to the first official game of each season of each Youth Program, LICENSEE shall provide the CITY with (i) copies of the certifications required by their respective league for each individual that will be providing coaching services, or (ii) a certified letter by the President of the respective Youth Program league stating the names of the league's certified volunteers.

- c. *Scheduling.* LICENSEE shall provide a schedule of practices, games, meetings and events to the CITY no later than one month before the start of the season, based on availability of City fields. The LICENSEE must obtain 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 to the Parks & Recreation Director or designee at least five (5) business days prior to actual rescheduled practices, meetings, games or events. It is understood by LICENSEE that it is one of many users of the park facility and that the CITY may not in all cases be able to permit the exclusive use of the park at all the times desired by LICENSEE.

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

- d. *Rosters.* LICENSEE shall provide a set of initial rosters to the CITY at least one (1) week prior to the start of scheduled games for each Youth Program. LICENSEE will provide final rosters to the CITY at the midpoint (middle of game schedule) of the season.
- e. *Financials and Tax Return.* LICENSEE shall retain an independent third-party certified CPA Firm to review and audit LICENSEE'S financial statements and records. LICENSEE shall submit Audited Financials to the CITY in accordance with the requirements set forth below:

1. LICENSEE shall provide a tax return for the year in which the Funding was received.
2. LICENSEE shall have audited financial statements prepared for the term of this Agreement with an audit opinion from a qualified CPA Firm retained by LICENSEE.
3. LICENSEE shall provide financial statements at least one month prior to the expiration of this Agreement, which delineates the total amount of funds received as income or other revenue by the Organization, including the Funding provided by the City, and delineates the total amount of funds expended by LICENSEE.
4. In the event that LICENSEE exercises its right to terminate this Agreement pursuant to Section 12, LICENSEE shall provide to the CITY a financial reconciliation report from the LICENSEE's contracted CPA Firm regarding any and all

expenditures and payments up to and including the termination date.

- f. *Damage to Facilities.* LICENSEE recognizes that the Permitted Area is a community focal point that the CITY wishes to maintain in pristine conditions. LICENSEE agrees it will take no action that would cause damage to the Permitted Area. In this regard, LICENSEE agrees not to cause damage to the landscaping or foliage to the Permitted Area. LICENSEE shall not cause any litter or debris to be left on the Permitted Area. Moreover, LICENSEE shall ensure that there shall be no consumption of alcoholic beverages or illicit drugs in the Permitted Area. LICENSEE agrees to a fine of \$100 per violation, if there is a violation of the aforementioned provision, which amounts may be deducted from any funds to be provided to LICENSEE by the CITY, if any. If there are conditions that occur during the Athletic Events that require an adjustment of security deposit returned at the conclusion of the Athletic Events, LICENSEE shall pay any overages of fees within ten (10) days of the conclusion of the Athletic Events.

- g. *Clean-up of Permitted Areas.* Immediately after each Athletic Event, the LICENSEE shall be responsible for cleaning all ball fields and facility areas used during the administration of any Athletic Events, including, but not limited to cleaning all fields, recreational buildings, dugouts, fence lines, and playground areas. LICENSEE further agrees to ensure that all trash will be placed in CITY receptacles. LICENSEE agrees to a fine of \$100 per violation for failure to adhere to this subsection, which amounts may be deducted from any funds to be provided to LICENSEE by the CITY. A representative of the CITY may inspect and document the condition of the Permitted Area the day of or the day after an Athletic Event, and may take photographs of the Permitted Area. LICENSEE, at the conclusion of the Athletic Events, must restore the site to a condition equal to that existing on the day prior to the Athletic Events. LICENSEE shall pay all costs for the repair and replacement of CITY property that occurs during the Athletic Events.

- h. *Emergency Access and Dangerous Conditions.* LICENSEE agrees to provide all emergency access required by the CITY and its employees for the safety and welfare of the community and those attending the Athletic Events, and proper entrances into any gates that are locked. If, in the course of LICENSEE's operations, CITY or its officers, agents and employees become aware of any condition in or about the Permitted Area which may be dangerous, LICENSEE shall immediately correct such condition or cease operations upon being notified so as not to endanger persons or property.

Section 6. Background Checks. LICENSEE shall comply with the CITY's Sports Volunteer Background Screening Policy, Section 50-80 of the City Code, as such policy may be amended from time to time (the "Policy"). LICENSEE shall adhere to the below:

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

Section 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 Athletic Event taking place. LICENSEE shall maintain no less than the following amounts of insurance:

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

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

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

The insurance shall contain the following endorsement:

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

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

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

- b. The LICENSEE shall be responsible to the CITY for the acts and omissions of any subcontractor(s) or person(s) employed by LICENSEE or Volunteers or any other person authorized by the LICENSEE to participate in the Programs.

- c. *Indemnification.* In addition to the insurance to be provided, LICENSEE agrees to indemnify, defend and hold the CITY, including CITY's officers, agents and employees, harmless against any and all claims, damages, losses, liabilities, costs and expenses (including reasonable attorney's fees) and causes of action of any kind of nature whatsoever arising from the acts, omissions or negligence of the LICENSEE, or its officers, agents, volunteers, or employees, or LICENSEE's use and occupancy of any City Recreational Facilities or any breach of this Agreement, including through all appeals therefrom and shall satisfy and discharge any judgment which may be awarded against CITY in any such suit or action. Nothing contained in this Agreement is intended or shall be construed to waive CITY's rights and immunities under the common law or Section 768.28, Florida Statutes.

LICENSEE further releases the City, and its officers, agents, employees, agents, servants, representatives, and volunteers from any and all suits, liability, claims or judgment of any kind, including attorneys' 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, including but not limited to orders and CDC guidelines in effect to address declared health emergencies. LICENSEE shall obtain at its own expense all required licenses and permits for participation in the Athletic Events.
- b. LICENSEE will abide by all Parks and Recreation Department Rules, Regulations, and Policies, including the Recreation Facility Use and Sports Policy and such regulations set forth by City ordinance, City resolution, and Chapter 50 of the City Code, all as may be amended from time to time, and which are incorporated herein by this reference. If LICENSEE violates any of the aforementioned provisions, LICENSEE agrees to a fine of \$100 per violation, or such fine amount as stated by the applicable ordinance, whichever is greater.
- c. LICENSEE agrees that should LICENSEE not comply with any provision in this Agreement, LICENSEE may not be permitted to participate in subsequent Athletic Events. The determination of compliance with the provisions in this Agreement shall be in the sole discretion of the CITY.

Section 9. Vending. The CITY agrees that LICENSEE will be the sole authorized vendor for food and beverages in the park during LICENSEE's authorized activities, with the exception of one additional properly permitted vendor authorized by the CITY in the CITY's sole discretion.

Section 10. Police Services Requirements. LICENSEE shall contract with the Broward Sheriff's Office to provide for at least two deputies who shall be present at all home games at the Permitted Area from the start of the opening game until the end of the final game. LICENSEE must submit an expenditure request from City for payment of the required number of deputies through the Broward Sheriff's Office ("BSO"). LICENSEE must comply with any additional police provisions in accordance with applicable league bylaws and BSO policies. The Broward Sheriff's Office, at its discretion, may require additional deputies.

Section 11. Storage. The storage of equipment (uniforms, helmets, footballs, etc.) belonging to LICENSEE on park grounds or in buildings is strictly prohibited, except in the existing areas described in the attached Exhibit "B" (the "Storage Areas"). All stored items are subject to the approval of the Parks and Recreation Director or designee. The LICENSEE agrees to be solely responsible for LICENSEE's items stored on City property and LICENSEE shall indemnify and hold the CITY harmless against any and all costs, damages, claims and expenses (including reasonable attorney's fees) arising in any manner from LICENSEE's storage of any equipment or materials on any CITY property, including but not limited to the Permitted Area and Storage Areas.

Section 12. Termination. This Agreement may be terminated by LICENSEE upon 30 days written notice to the CITY of such termination in which event LICENSEE shall not be entitled to any additional Funding and LICENSEE shall immediately cease any and all Youth Programs and related activities at CITY facilities. The CITY shall have the right in its sole discretion to terminate this Agreement with or without cause by giving seven days' prior notice to LICENSEE.

This Agreement may be terminated by the CITY for cause if the LICENSEE is in breach of this Agreement and fails to correct the breach within 10 days from the date of written notice from the CITY identifying the breach. Upon receipt of such notice, and unless otherwise directed by the CITY in writing, LICENSEE shall immediately cease all activities that may cause additional CITY funds to be spent. In the event this Agreement is terminated for cause by the CITY, LICENSEE shall immediately return such portion of the Funding that has not been expended in accordance with this Agreement.

Section 13. Audit Rights and Retention of Records.

A. During the Term of this Agreement and for three (3) years following the Agreement's expiration, the CITY shall have the right to audit the books, records, and accounts of the LICENSEE and its subcontractors that are related to this Agreement or the expenditure of the funds. The LICENSEE and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Scope of Services. All books, records, and accounts of the LICENSEE and its subcontractors shall be kept in written form, or in a form capable of conversion into

written form within a reasonable time, and upon request to do so, the LICENSEE or its subcontractors, as applicable, shall make same available at no cost to the CITY in written form.

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

Section 14. Coordination of Services. The CITY's primary representative/liaison during the performance of this Agreement shall be the Director of Parks and Recreation or designee.

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

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

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

With a copy to: Anthony Soroka
City Attorney
2255 Glades Road, Suite 200-E
Boca Raton, FL 33432

Licensee: _____

Section 17. No Leasehold. LICENSEE and CITY intend that this Agreement shall be a license and privilege, and that no leasehold or other interest in the land or Permitted Areas is conferred upon the user under the provisions of this Agreement. LICENSEE uses the Property in an “as is” condition.

Section 18. Public Records. LICENSEE shall comply with Chapter 119, Florida Statutes. 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 Term and following completion of the Agreement if the LICENSEE does not transfer the records to the public agency.
- d. At the end of the Term, transfer, at no cost, to the CITY all public records in possession of the LICENSEE or keep and maintain public records required by the CITY to perform the service. If the LICENSEE transfers all public records to the CITY at the end of the Term, the LICENSEE shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the LICENSEE keeps and maintains public records at the end of the Term, the LICENSEE shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY’S custodian of public records, in a format that is compatible with the information technology systems of the CITY.

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

Section 19. 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.

[THIS SPACE LEFT INTENTIONALLY BLANK]

FACILITY USE AND FUNDING AGREEMENT

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

ATTEST:

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

Heather Montemayor, City Clerk

Todd Drosky, Mayor

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY for the use of and
reliance by the City of Deerfield Beach,
Florida, only:

Date: _____,2026.

Anthony C . Soroka, City Attorney

DPR YOUTH ENRICHMENT ASSOCIATION
FOR ACADEMICS & ATHLETICS, INC

ATTEST:

Corporate Secretary

By: _____
Signature

WITNESS:

Title: _____

Signature

Date: _____,2026.

Signature

EXHIBIT "A"

SCOPE OF SERVICES

Licensee shall administer tackle football, 7 on 7, and cheerleading athletic programs at the Permitted Area in accordance with all applicable laws, policies, rules and regulations.

Program Information and Rates:

Monday - Friday, 4:00
PM - 9:00 PM

Saturday, 8:00 AM - 8:00
PM

Sunday, on an as
needed basis

Ages:
4 - 14 years old

Fees:
\$75 Residents (\$50 each additional child)
\$100 Non-Residents (\$75 each additional child)

Permitted Areas are as follows:
Oveta McKeithen Recreational Complex (Tigner Center, Football Field,
Multipurpose Field) 445 SW 2nd Street, Deerfield Beach, FL 33441

EXHIBIT "B"

STORAGE AREAS

The football storage room located in the rear concession building on the southwest side of Oveta McKeithen Recreational Complex ("OMRC") and the storage area in the press box on the northeast side of the OMRC, both as depicted below.





City of Deerfield Beach

Community Participation Grant Application

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

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

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

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

DBA Deerfield Packer-Rattlers Youth League Football

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

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

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

Entity/Organization: _____ Date: _____

Submitter's Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Email Address: _____

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

List Board of Directors.

What is the primary purpose of the organization

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

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

Provide an itemized budget (Exhibit 1- Budget Sheet)

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

Print Name/Title

Tramain Hall

Signature

Date

2025 SEASON		Budget: \$35,000	
Expenses from Acct # 100-700-720-7202-000-57200-503914			
Budget/Action Item	Vendor	Item Description	Amount
Football Equipment	Riddell	Helmet Reconditioning	\$10,851.20
Electronics	Best Buy	Laptop/Desktop Computer	\$1,082.19
Marketing	Minuteman Press	Flyers/Banners	\$379.97
Apparel	She's Authorized Designs & Apparel	Coach/Volunteer Shirts	\$958.00
Coverages	Keen Battle Mead & Company	Liability Insurance Renewals	\$5,193.13
Office Supplies	Office Depot	Toner Ink/Pens/Clip Boards	\$122.24
Phones	Grasshopper	E-Board Phone Services	\$344.85
Corporation Mail	USPS	PO Box	\$210.00
Signing Day Event	Restaurant Dept	Food/Drinks/Condiments	\$478.30
Supplies	Walmart	Misc. Equipment	\$88.53
Uniforms	Champion Teamwear	Cheer Uniforms	\$12,858.02
Apparel/Equipment	Amazon	Practice Uniforms & Equipment	\$2,221.11
Supplies	BJ's	Concession Items	\$25.95
Miscellaneous Fees	Deerfield Beach Packer Rattlers	Invoices #: 20250911	\$330.84
		TOTAL	\$35,144.33



Proposed Budget for Deerfield Beach Packer Rattlers Comprehensive Youth Football/ Cheer Program

FY 2026 Budget Outline				
DPR Youth Enrichment Association's Operations Budget Request for 2026				
Vice President & Fields	Budgeted Expense	Actual Expense	Budgeted Income	Actual Income
League Dues & Insurance	\$10,000.00			
Qwikcuts (Mandated by League)	\$5,000.00			
End of Year Banquet	\$6,000.00			
Total VP & Fields	\$21,000.00		\$0.00	
Secretary	Budgeted Expense	Actual Expense	Budgeted Income	Actual Income
Office Supplies	\$250.00			
Team Travel to Away Games	\$7,000.00			
Security/Detail	\$5,000.00			
Referees	\$7,000.00			
Total Secretary	\$19,250.00		\$0.00	

Treasurer / Recorder Keeper	Budgeted Expense	Actual Expense	Budgeted Income	Actual Income
Annual Report Filing Fee	\$0			
Post Office Box	\$0			
Postage	\$0			
Filing Fees	\$500.00			

CPA	7,000.00			
Miscellaneous	\$250.00			
Total Treasurer	\$7,750.00		\$0.00	
Cheer	Budgeted Expense	Actual Expense	Budgeted Income	Actual Income
Coaches Certifications	\$3,000.00			
Background Checks	\$0.00			
Coaches Shirts	\$2,000.00			
Cheerleading Competitions & Travel	\$8,000.00			
Cheer Uniforms	\$3,000.00			
Total Cheer	\$16,000.00		\$0.00	
Football	Budgeted Expense	Actual Expense	Budgeted Income	Actual Income
Coaches Shirts	\$2,000.00			

Equipment	\$2,500.00			
Coaches Clinic	\$3,000.00			
Coaching Certifications (League Required)	\$1,000.00			
Football Equipment/Uniforms				
Game Jerseys & Pants	\$6,000.00			
Practice Jerseys & Pants	\$3,500.00			

Shoulder Pads	\$2,500.00			
Helmets	\$8,000.00			
Essentials (Balls, Coolers, etc.)	\$3,500.00			
Helmet Reconditioning	\$00.00			
Storage Facility				
Total Football	\$32,000.00		\$0.00	
Registration	Budgeted Expense	Actual Expense	Budgeted Income	Actual Income
Football & Cheer Registration			18,750.00	
Registration Software	\$5,000.00			

Total Registration	\$5,000.00		18,750.00	
Fundraising	Budgeted Expense	Actual Expense	Budgeted Income	Actual Income
Sponsorships			\$6,768.00	
Website	\$10,000.00			
Concessions	\$3,500.00		\$7,185.00	
Contingency Fund <i>(Reserve Fund for Unexpected Expenses)</i>	\$5,000.00			
Total Fundraising	\$18,500.00		\$10,953.00	
Total Budget	\$119,500.00		\$24,906.00	(\$89,594.00)
Total P & L Per Budget + (-)				

Total P & L Actual + (-)				
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City of Deerfield Beach

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

Face Sheet File Number: I.D. 2026-59

Agenda Date: 2/17/2026

Status: CITY COMMISSION
BUSINESS

In Control: City Commission

Title

Discussion and potential action regarding extending the time limit for public comment.

RESOLUTION NO. 2018/014

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, REPEALING RESOLUTION 2017/039 RELATING TO RULES OF PROCEDURE FOR COMMISSION MEETINGS AND PROVIDING NEW RULES OF PROCEDURE GOVERNING CITY COMMISSION MEETINGS; PROVIDING FOR CONFLICTS AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Commission of the City of Deerfield Beach wishes to adopt revised Rules of Procedure for the conduct of its meetings.

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. Resolution No. 2017/039 is hereby repealed and replaced by the following rules of procedure for City Commission meetings:

RULES OF PROCEDURE

Section 1. Pursuant to the authority granted by the City Charter, the City Commission hereby adopts these Rules of Procedure to govern its proceedings. These rules are directory rather than mandatory and thus the failure to adhere to any specific rule set forth herein shall not invalidate any action of the Commission. These rules are to be used as a guideline to provide consistency and order in the conduct of City Commission business.

Section 2. General Rules of Conduct

2.1 Meetings Open To Public: All meetings of the City Commission shall be open to the public and conducted in a manner consistent with the Sunshine Law; provided that, certain attorney client sessions, as permitted by Section 286.011, Florida Statutes, and meetings relating to collective bargaining issues, as permitted by Section 447.605 shall be permitted to be conducted in private.

2.2 Quorum: A majority of the Commission shall constitute a quorum and no action may be taken except by the concurrence of at least three members of the Commission. A commissioner may participate in a meeting telephonically if there is a quorum present. Where a commissioner has a voting conflict he/she shall not participate in the discussion but shall be counted as present for the purpose of a quorum.

2.3 Roberts Rules of Order: In the absence of a specific rule on the subject, Roberts Rules of Order shall control the conduct of meetings. Nothing contained in Roberts Rules of Order shall preclude the Commission from considering any ordinance at any time, subject to compliance with the requirements with applicable Florida Statutes.

2.4 The City Manager shall prepare the City Commission Agenda for all Regular and Special Meetings and will decide, consistent with compliance with applicable State and Federal Law, which items shall be placed on an agenda. The Commission may, by an affirmative vote of at least three (3) members, direct the City Manager to place an item on a future agenda, or permit an item to be added to an agenda at any meeting provided doing so does not conflict with applicable law. The City Manager shall honor a written request by a commissioner to place an item on a future agenda.

Section 3. Conduct of Meeting

3.1 Chair: The Mayor, if present, shall preside as Chair at all meetings of the Commission. In the absence of the Mayor, the Vice Mayor shall preside. In the absence of both the Mayor and the Vice Mayor, the Commission shall select a temporary Chair.

3.2 Call to Order: The meetings of the Commission shall be called to order by the Mayor or, in his or her absence, by the Vice Mayor. In the absence of both the Mayor and the Vice Mayor, the meeting shall be called to order by the City Clerk for the selection of a temporary Chair.

3.3 Preservation of Order and Enforcing the Rules: The Chair shall preserve order and decorum; prevent attacks on personalities or the impugning of members' motives, and confine members in debate to the question under discussion. The Chair shall also be responsible for the implementing of these Rules of Procedure. Should any Commissioner disagree with the manner in which the Chair is conducting the meeting, that member shall ask to be recognized and offer his/her disagreement as a point of order. The Chair shall either accept the point of order and act accordingly or reject the point of order. If the point of order is rejected the member raising the point of order shall be given the opportunity to ask for a Commission vote on the point of order upon receiving a second to such request. If a majority of the Commission vote in the affirmative, the point of order shall prevail; if the point of order does not receive majority support it shall be deemed defeated.

3.4 Vote: All ordinances and resolutions expending funds shall require a roll call vote. All other actions require only a voice vote; the Chair may close a public hearing without a vote if there is no objection. A commissioner can change his/her vote at any time prior to the commencement of discussion on the next item. The Commission may approve all items in any of the groupings set forth in Section 4 below provided the public has been offered the opportunity to speak on any of those items.

3.5 Participation by Chair in the debate: The Chair may participate in the debate provided the Chair first recognize all commissioners who wish to speak.

Section 4. Order of Business

Regular City Commission Meetings shall be conducted substantially in the following order, subject to changes approved by a majority of the Commission:

- a. Call to order
- b. Moment of Silence and Pledge of Allegiance
- c. Approval of Minutes/Acknowledgement of Board Minutes
- d. Approval of Agenda
- e. Awards & Recognition
- f. Quasi- Judicial Matters
- g. Public Hearings
- h. Public Comment
- i. Agreements & Expenditure Requests
- j. Board Appointments
- k. Departmental Business
- l. City Commission Business
- m. Other Matters
- n. Administrative and City Manager Comments
- o. Commission Comment
- p. Adjourn

Section 5. Types of Meetings

5.1 Regular Meeting: The Commission shall meet in the Commission Room for Regular, Adjourned and Special Meetings. The regular Commission meetings are to commence at 7:00 p.m., on the first and third Tuesday of each month, unless otherwise specified by the Commission.

5.2 Special Meetings: Special meetings may be called by the Mayor or by a majority of the members of the Commission. Absent emergency conditions, no special meeting shall be held until at least 48 hours after the call is issued. Only such business may be transacted at a special meeting as may be listed in the call for said meeting or which are reasonably related thereto unless 4/5 of the City Commission approves adding an additional item.

5.3 Adjourned Meetings: Any meeting of the Commission may be adjourned to a later date and time, provided that no adjournment shall be for a longer period than until the next regular meeting.

5.4 Workshop Meetings: The Commission may meet informally in workshop meetings (open to the public), at the call of the Mayor or of any three (3) members of the Commission, to review for forthcoming programs of the City, receive progress reports on current programs or projects, or receive other similar information from the City Manager, provided that all discussions and conclusions thereon shall be informal and no formal, binding action may be taken except for the setting of future special meetings or workshops. The City Commission may direct the administration to undertake certain actions which would not require commission approval or provide direction to take other actions which would be subject to future commission action.

5.5 Emergency Meetings: Emergency meetings may be held on the call of the Mayor or a majority of the members of the Commission whenever there is a public emergency affecting life, health, property or the public peace, and whenever practicable, upon no less than one (1) hours' notice to each member and the public.

5.6 Telephonic Participation: If a quorum of the City Commission is physically present, other members of the City Commission may participate by phone, provided they can be heard on the record and they can hear the other members of the City Commission and the participating public.

Section 6. Citizen Participation

6.1 Public to be heard-Non-Agenda Issues. During the Public to be Heard section of the agenda, any one may speak for three (3) minutes on any matter relating to the business of the City or public policy, excluding matters on the agenda, unless extended for one (1) additional minute by the Mayor. All persons speaking on non-agenda issues shall be subject to the following rules:

a. The speaker must come to the podium and first state his/her name, address and name of the organization if she/he represents an organization.

b. All remarks shall be related to City business issues or matters of public policy.

c. No loaning or transferring of minutes shall occur; provided that, if a member of the public is determined to speak for a group or faction on a proposition to address the Board or Commission, rather than all members of such group or faction, at meetings in which a large number of individuals wish to be heard, the Mayor, with the consent of the Commission may grant that individual up to five minutes of additional time if it is determined that it will reduce the number of members of the group who will speak on the item

d. Redundant comments from the same speaker are deemed to have a dilatory effect on the expeditious and orderly progress of the meeting and are not allowed.

e. The speaker shall only address the Commission as a body.

f. Comments may or may not receive a response from Commissioners.

g. The City Clerk shall provide "sign in" forms for Public Comment and persons who wish to speak during Public Comment shall submit a sign-in form to the Clerk prior to the start of Public Comment. A person who does not timely submit a sign in form is not precluded from speaking during Public Comment; however, persons who have signed in shall be given priority to speak during Public Comment. The Mayor may direct the City Clerk to provide sign-in forms and utilize the sign-in process for any agenda item.

6.2 Manner of Addressing the Commission–Agenda Items. Each person addressing the Commission shall state his/her name, address and organization (if applicable). Comments shall be limited to three (3) minutes unless extended for one (1) additional minute by the Mayor. 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 the 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. All remarks shall be directed to the agenda item before the Commission.

6.3 Agenda Items. The public shall be given an opportunity to speak on any substantive agenda item, subject to the restrictions set forth in Section 6.2 above, prior to an approval of the matter by the City Commission. The Chair shall determine the appropriate time, prior to the vote, for the public to speak. For votes on more than one agenda item, the public shall be given an opportunity to speak prior to the approval of the agenda items voted upon in a group. 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 a decision.

Section 7. Quasi-Judicial Hearings

Quasi-judicial Hearings shall be conducted as set forth in the Quasi-Judicial Hearing Procedures, Resolution 2016/191, adopted by the City Commission unless said procedures are waived by the applicant.

8. Record

All staff reports and memoranda shall be considered part of the official record for each item on the agenda.

9. Waiver or Variance from Rules:


9.1 Waiver of These Rules: Any provision of these rules not governed by the City Charter or state law may be temporarily suspended by a vote of a majority of the Commission.

9.2 Effect of Variance from Rules: The failure to follow these Rules of Procedure shall not be grounds for invalidating any otherwise lawful act of the Commission.

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

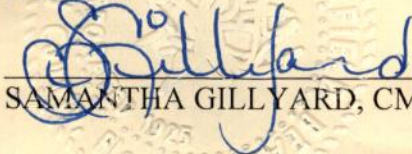
SECTION 4. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED THIS 16TH DAY OF JANUARY, 2018.



BILL GANZ, MAYOR

ATTEST:



SAMANTHA GILLYARD, CMC, CITY CLERK