



Deerfield Beach
Florida

**Regular City Commission
Meeting Agenda**

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

Mayor Todd Drosky

Vice Mayor Michael Hudak

District 2 Commissioner Ben Preston

District 3 Commissioner Daniel Shanetzky

District 4 Commissioner Tom Plaut

Tuesday

April 14, 2026

7:00 PM

CALL TO ORDER & ROLL CALL

MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

ACKNOWLEDGEMENT OF CITY BOARD MINUTES

Code Compliance Meeting Minutes

Attachment: March 10, 2026

Community Appearance Board Meeting Minutes

Attachment: March 11, 2026

APPROVAL OF THE AGENDA

April 14, 2026

ZOOM INFORMATION

Join Zoom Meeting by clicking the below link:

<https://deerfield-beach.zoom.us/j/82314922769?pwd=1NHfuwvtvCaylg5rSg9eEf9oyb3UfCZ.1>

Join Zoom Meeting via telephone by dialing:

Call-in Number: (305) 224-1968

Meeting ID: 823 1492 2769#

Participant ID: #

Passcode: 388433#

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 the CBF 2014 Yellow Team on being crowned Champions of the FYSA State Commissioner's Cup.**

Sponsor: Mayor Drosky

2. **Proclamation presented to Children's Services Council of Broward County in recognition of Child Abuse Prevention 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 - BOARD APPOINTMENTS

3. **Resolution 2026/ - A Resolution of the City Commission of the City of Deerfield Beach,**

Florida, reappointing Anthony Pelt and Tony Guadagnino as commissioners of the Deerfield Beach Housing Authority; providing for an effective date.

Suggested Action: Commission to vote on Resolution

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

Sponsor: Mayor Drosky

Attachment: Deerfield Beach Housing Authority

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

- 4. Resolution 2026/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the award of ITB #25-041 for citywide assorted apparel and promotional items on an as-needed basis to the five responsive and responsible bidders; authorizing execution of contracts with the five lowest priced responsive and responsible bidders for a three-year term with two, one year renewal options; providing for implementation and an effective date. (Funds from various accounts)**

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: Citywide Apparel and Promotional Items

- 5. Resolution 2026/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, authorizing acceptance of coastal dune restoration grant funds in the amount of \$10,000.00 from Broward County; approving the expenditure of \$5,000.00 for the grant matching fund requirement; approving the grant agreement with Broward County for the Dune Restoration Project; providing for execution, implementation and an effective. (Funds from Account #100-300-340-3701-000-53700-503513 - Equipment Minor, Tools, Hardware)**

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: Dune Restoration Project

- 6. Resolution 2026/ - A Resolution of the City Commission of the City of Deerfield Beach,**

Florida, approving the award of ITB #26-006 for the supply and delivery of corrosion inhibitor chemicals ("Orthophosphate") on an as needed basis for the water treatment plant to Hawkins, Inc., as the primary contractor, and Carus, LLC, as the secondary contractor; authorizing execution of contracts with the two lowest priced responsive and responsible bidders for a one-year term, with four additional one-year renewal options, in a total aggregate annual amount not to exceed \$75,000.00; and providing an effective date. (Funds from Account #401-300-360-3602-000-53600-503511 - Chemicals)

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Environmental Services

Attachment: Corrosion Inhibitor Chemicals

- 7. Resolution 2026/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving and authorizing execution of an amendment to the Work Authorization with McKim & Creed, Inc. to provide continuing engineering support services related to the control system support project at the water treatment plant in an increased amount not to exceed \$80,000.00; providing for implementation and an effective date. (Funds from Account #401-300-360-3602-000-53600-503099 - Other Professional Services - SCADA Programming)**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Environmental Services

Attachment: McKim & Creed, Inc.

- 8. Resolution 2026/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a work authorization with Hazen and Sawyer, P.C. to provide professional engineering services related to the update to the City's Emergency Response Plan and Incident Specific Response Procedures in an amount not to exceed \$39,847.04; providing for execution and an effective date. (Funds from Account #401-300-360-3602-000-53600-50399 - Other Professional Services - Consulting Services)**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Environmental Services

Attachment: Emergency Response Plan and Incident Response Procedures

9. **Resolution 2026/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a work authorization with Hazen and Sawyer, P.C. to provide professional engineering services related to the West Water Treatment Plant Injection Well IW-2 Permitting Project in an amount not to exceed \$81,360.00; providing for execution and an effective date. (Funds from Account #413-300-360-3602-000-53600-506530 - Other Professional Services)**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Environmental Services

Attachment: WWTP Injection Well IW-2 Permitting Project

DEPARTMENTAL BUSINESS

10. **Resolution 2026/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, adopting the Neighborhood Revitalization Beautification Program, attached as Exhibit "A"; approving and authorizing execution of an agreement with Rebuilding Together Broward County, Inc. to implement the program for residential properties within the target area; waiving the requirements for competitive solicitations set forth in Section 38-116 of the Procurement Code; approving the use of target area trust funds in an amount not to exceed \$200,000.00 to fund the program; providing for implementation and an effective date. (Funds from Account #620-500-520-5200-000-55400-508098 - Target Area Trust Fund/Home Rehabilitation)**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Economic Development

Attachment: Rebuilding Together Broward County, Inc.

11. Update regarding public safety.

Sponsor: Office of Public Safety

COMMENTS BY ADMINISTRATION & LEGAL

COMMENTS BY MAYOR & CITY COMMISSION

ADJOURNMENT

FUTURE CITY COMMISSION MEETINGS

Regular City Commission Meeting - Tuesday, April 21, 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.

CODE COMPLIANCE OF DEERFIELD BEACH

MINUTES OF A CODE COMPLIANCE HEARING

March 10, 2026

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

PRESENT: Patesha Johnson, Code Compliance Supervisor
Thomas Braga, Senior Code Compliance Inspector
Hector Barrett, Senior Code Compliance Inspector
Katherine Delva, Code Compliance Inspector
Jehu Baptiste, Code Compliance Inspector
Kyle Riquelme, Code Compliance Inspector
Jorge Corzo, Code Compliance Inspector
Chandler Volel, Code Compliance Inspector
Adam Osowsky, Code Compliance Inspector
Jake Smilen, Code Compliance Inspector

For the record, Paulette Sybron, Special Magistrate Clerk swore the attendees.

<u>Tab #</u>	<u>Case #</u>	<u>Owner's Name</u>	<u>Property Address</u>	<u>Violation</u>	<u>Disposition</u>
3	25110049	CRYSTAL LAKE COMMERCE CNTR LLC	4330 NW 19 AVE, UNIT A, DEERFIELD BEACH, FL 33064	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(2) Building Safety Inspection 40+ Year	RESPONDENT WAS NOT PRESENT EXTENDED TO 3-20-2026
4	25120026	CRYSTAL LAKE COMMERCE CNTR LLC	4260 NW 19 AVE, UNIT A, DEERFIELD BEACH, FL 33064	40-50 Year Section 110.15 BUILDING SAFETY INSPECTIONS Sec 110.15 (B)(2) Building Safety Inspection 40+ Year	RESPONDENT WAS NOT PRESENT FINAL ORDER ISSUED COMPLY BY 4-10-2026 \$250 PER VIOLATION \$80 PROSECUTION COST
9	25060121	TIVOLI FAIRWAY INVESTMENTS LLC	550 FAIRWAY DR, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS NOT PRESENT EXTENDED TO 5-8-2026
10	25050098	WILLIAMS,DIANNE & JOSEPH	171 NE 6 AVE, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS NOT PRESENT FINES IMPOSED AS OF 10-24-2025 FOR F\$200 PER DAY
11	25060053	HANSEN,AMANDA	4751 NE 2 TER, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS NOT PRESENT FINES IMPOSED AS OF 3-6-2026 FOR \$150 PER DAY
12	26020083	DE PAULA,ROSANGELA DE OLIVEIRA,RONILDO	414 NW 47 ST, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14-105(8) - Exterior building and structure standards. Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-10 (1) - General interior maintenance requirements. Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-7. (a)- Minimum standards for maintenance of premises.	RESPONDENT WAS PRESENT – ROSANGELA DE OLIVEIRA FINAL ORDER ISSUED COMPLY BY 4-10-2026 \$125 PER DAY PER VIOLATION \$80 PROSECUTION COST

				<p>Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-8 (i) (1) - Minimum standards for interior of structures.</p> <p>Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-8 (f) - Minimum standards for interior of structures.</p> <p>Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-8 (h) (2) - Minimum standards for interior of structures.</p>	
13	26010055	PRAM LLC	262 NW ELLER ST, DEERFIELD BEACH, FL 33441	<p>Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(1) - Exterior building and structure standards.</p> <p>Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required.</p> <p>Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j)(1) Off-street parking and loading.</p> <p>Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-88.(f) Off-street parking and loading.</p>	<p>RESPONDENT WAS NOT PRESENT</p> <p>FINAL ORDER ISSUED COMPLY BY 4-10-2026 \$150 PER DAY PER VIOLATION \$80 PROSECUTION COST</p>
14	26010074	CUNNINGHAM,DERRICK L	487 NW 1 AVE, DEERFIELD BEACH, FL 33441	<p>Chapter 66 - TRAFFIC AND VEHICLES Section 66-117.(b) - Parking prohibitions; enforcement.</p> <p>FIRE PREVENTION CODE F-103.2.9.5 Hurricane Protection Devices - Shutters Up After Storms</p>	<p>RESPONDENT WAS NOT PRESENT</p> <p>CONTINUED TO 4-14-2026</p>
22	24040131	AF4 QUADRANT LLC	402 SW 12 AVE, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	<p>RESPONDENT WAS PRESENT – TRACY MCFARHEN, MANAGER</p> <p>CONTINUED TO 6-9-2026</p>

23	25100007	SAMPLE RETAIL CENTER INC % SPANISH RIVER CONSTRUCTION	2531 W SAMPLE RD, UNIT A, DEERFIELD BEACH, FL 33073	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT WAS NOT PRESENT CONTINUED TO 5-12-2026
24	25110076	BHA REAL ESTATE HOLDINGS LLC % K E ANDREWS	1441 S FEDERAL HWY, DEERFIELD BEACH, FL 33441	FIRE PREVENTION CODE NFPA 1:10.2.1 Fire Code	RESPONDENT WAS NOT PRESENT FINES IMPOSED AS OF 3-6-2026 FOR \$150 PER DAY
25	25120024	FAIRWAY FINANCIAL ASSOCIATES LLC	10 FAIRWAY DR, DEERFIELD BEACH, FL 33441	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IX. - CERTIFICATES OF USE Section 98-161(b) - Certificate of use permit requirements.	RESPONDENT WAS NOT PRESENT CONTINUED TO 4-14-2026
26	25120029	GONZALEZ, PABLO ZAPICO, GRACIELA NOEMI	1006 SE 5 CT, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS; Sec 98-106 (d) (2) Vacation Rental Registration Requirement	RESPONDENT WAS NOT PRESENT FINAL ORDER ISSUED COMPLY BY 4-10-2026 \$150 PER DAY \$80 PROSECUTION COST
30	26010045	TROPIC OIL COMPANY LLC	1900 S POWERLINE RD, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IX. - CERTIFICATES OF USE Section 98-161(b) - Certificate of use permit requirements.	RESPONDENT WAS NOT PRESENT FINAL ORDER ISSUED COMPLY BY 4-10-2026 \$150 PER DAY \$80 PROSECUTION COST
32	26010052	ESTIME MESADIEU REV TR SAINT JUSTE, THOMAS TRSTEE ETAL	255 NE 39 CT, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Sec. 98-88.(b) - Off-street parking and loading.	RESPONDENT WAS NOT PRESENT FINAL ORDER ISSUED COMPLY BY 4-10-2026 \$150 PER DAY PER VIOLATION \$80 PROSECUTION COST

37	25020042	FIFTEENTH STREET INVESTMENTS, LLC	167 SW 15 ST, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(8) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(e) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS 98-88 (j) PARKING LOT CRITERIA Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(N)(1) - Landscape Requirements.	RESPONDENT WAS NOT PRESENT EXTENDED TO 5-8-2026
38	25020055	REAL SUB LLC	150 S FEDERAL HWY, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-81(d)(1) - Tree preservation.	RESPONDENT WAS NOT PRESENT FINES IMPOSED AS OF 3-6-2026 FOR \$125 PER DAY PER VIOLATION
39	25060112	MOURAO, EDUARDO A EDUARDO A MOURAO REV LIV TR	3321 SW 1 ST, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(K)(14)(b) - Landscape Requirements.	RESPONDENT WAS NOT PRESENT EXTENDED TO 5-8-2026
40	25110079	GEM DEERFIELD GARDENS LLC	5340 NE 5 TER, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT WAS NOT PRESENT FINES IMPOSED AS OF 3-6-2026 FOR \$150 PER DAY

43	25100012	M B TOWERS HOMEOWNERS ASSN	NE 3 ST, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS	RESPONDENT WAS NOT PRESENT CONTINUED TO 5-12-2026
44	25110059	WHITE CAP OF FLORIDA INC	1005 S FEDERAL HWY, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT WAS NOT PRESENT CONTINUED TO 4-14-2026
45	25120020	HARRIS, LASHON H/E MCMILLER, LISA	3321 SW 3 ST, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-81(d)(1) - Tree preservation.	RESPONDENT WAS NOT PRESENT FINAL ORDER ISSUED COMPLY BY 4-10-2026 \$150 PER DAY \$80 PROSECUTION COST
46	25120069	SAMPLE TURNPIKE PLAZA INC % SPANISH RIVER CONSTRUCTION	2525 W SAMPLE RD, DEERFIELD BEACH, FL 33073	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT WAS NOT PRESENT CONTINUED TO 5-12-2026
48	25120075	G&C HILLSBORO INVESTORS LLC	700 W HILLSBORO BLVD, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT WAS NOT PRESENT FINAL ORDER ISSUED COMPLY BY 5-8-2026 \$125 PER DAY \$80 PROSECUTION COST
49	25120076	G&C HILLSBORO INVESTORS LLC	700 W HILLSBORO BLVD, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT WAS NOT PRESENT FINAL ORDER ISSUED COMPLY BY 5-8-2026 \$125 PER DAY \$80 PROSECUTION COST
50	26010030	OSTERLING,ROSARIO	269 SE 8 AVE, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-81(d)(1) - Tree preservation.	RESPONDENT WAS NOT PRESENT FINAL ORDER ISSUED COMPLY BY 4-10-2026 \$150 PER DAY \$80 PROSECUTION COST

51	26010065	WILCOX,ELVERLY	255 SW 1 ST, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT WAS NOT PRESENT CONTINUED TO 4-14-2026
52	26010066	ALI ASSET HOLDINGS LLC	1950 W HILLSBORO BLVD, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT WAS NOT PRESENT CONTINUED TO 5-12-2026
55	25010265	UNION PLANTERS NATIONAL BANK % REGIONS BANK- JENNIFER BRADFORD Atty Cushla E. Talbut	225 S FEDERAL HWY, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT WAS PRESENT – ATTY CUSHLA E TALBUT EXTENDED TO 6-5-2026
56	25020067	NOVESHEN,ALISA	911 SW 12 CT, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT WAS PRESENT – ALISA NOVESHEN EXTENDED TO 4-10-2026
57	25030009	1341 INVESTMENTS LLC	1341 SW 1 WAY, DEERFIELD BEACH, FL 33441	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IX. - CERTIFICATES OF USE Section 98-161(b) - Certificate of use permit requirements.	RESPONDENT WAS NOT PRESENT FINES IMPOSED AS OF 3-6-2026 FOR \$125 PER DAY PER VIOLATION
58	26010012	UNLIMITED PROPERTIES 1 LLC	4240 NE 3 AVE, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(2) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(3) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(d) -	RESPONDENT WAS PRESENT – RODOLFO GONEZ EXTENDED TO 4-10-2026

				<p>Minimum standards for yard and landscape areas.</p> <p>Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-8 (e) (1) - Minimum standards for interior of structures.</p> <p>Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-9 (a) (2) - Minimum standards for exterior of structures.</p> <p>Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-9 (b) (3) - Minimum standards for exterior of structures.</p> <p>Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-9 (c) (1) - Minimum standards for exterior of structures.</p> <p>Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-9 (c) (2) - Minimum standards for exterior of structures.</p> <p>Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-9 (c) (3) - Minimum standards for exterior of structures.</p> <p>Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-11 (a) - Exterior doors</p>	
59	26010015	ALBARRAN,WENCESLAO	670 NE 43 ST, DEERFIELD BEACH, FL 33064	<p>Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14-105(8) - Exterior building and structure standards.</p> <p>Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.</p> <p>Chapter 66 - TRAFFIC AND VEHICLES Section 66-117.(b) - Parking prohibitions; enforcement.</p> <p>FIRE PREVENTION CODE F-103.2.9.5 Hurricane Protection Devices - Shutters Up After Storms</p>	<p>RESPONDENT WAS NOT PRESENT</p> <p>EXTENDED TO 4-10-2026</p>

60	25120068	ROMERO FAM REV TR ROMERO,SANDRA GLORIA TRSTEE	910 NE 50 ST, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS 98-88 (j) PARKING LOT CRITERIA Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Sec. 98-88.(b) - Off-street parking and loading. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(C)(3) - Landscape Requirements.	RESPONDENT WAS NOT PRESENT FINAL ORDER ISSUED COMPLY BY 4-10-2026 \$150 PER DAY PER VIOLATION \$80 PROSECUTION COST
61	26010019	CYRIL,WAYNE	4301 NE 7 AVE, DEERFIELD BEACH, FL 33064	Chapter 66 - TRAFFIC AND VEHICLES ARTICLE II. BSO ENFORCED- STOPPING, STANDING, PARKING; DIVISION 3. - REGULATIONS, GENERALLY Section 66-59.(b) - Parking on residentially zoned lots.	RESPONDENT WAS NOT PRESENT FINAL ORDER ISSUED COMPLY BY 4-10-2026 \$150 PER DAY \$80 PROSECUTION COST
62	26010020	LFMC INVESTMENT PROPERTIES LLC	710 NE 43 ST, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(4) - Exterior building and structure standards.	RESPONDENT WAS NOT PRESENT FINAL ORDER ISSUED COMPLY BY 4-10-2026 \$150 PER DAY \$80 PROSECUTION COST
65	26020026	COSTA,ANDERSON & ALLISON K	1109 SE 4 CT, DEERFIELD BEACH, FL 33441	Chapter 58 - SOLID WASTE DIVISION 4. - COMMERCIAL REFUSE COLLECTION; Sec. 58-86 Responsibility of owners or agents for keeping areas free of garbage, recyclable materials, and trash, etc.	RESPONDENT WAS NOT PRESENT FINES IMPOSED AS OF 3-6-2026 FOR \$500 PER DAY
66	25120007	817 SE 9TH ST LLC	832 SE 8 AVE, DEERFIELD BEACH, FL 33441	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required.	RESPONDENT WAS NOT PRESENT CONTINUED TO 4-14-2026

67	25120009	BRUNO RICHTER TR RICHTER,BRUNO TRSTEE	833 SE 8 AVE, DEERFIELD BEACH, FL 33441	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required.	RESPONDENT WAS NOT PRESENT FINAL ORDER ISSUED COMPLY BY 4-10-2026 \$150 PER DAY \$80 PROSECUTION COST
68	25120015	WALKER,MATTIE L EST	701 NW 2 TER, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-9 (a) (2) - Minimum standards for exterior of structures	RESPONDENT WAS NOT PRESENT FINAL ORDER ISSUED COMPLY BY 4-10-2026 \$150 PER DAY PER VIOLATION \$80 PROSECUTION COST
69	25120019	BATMASIAN,JAMES H & BATMASIAN,MARTA T	159 W HILLSBORO BLVD, DEERFIELD BEACH, FL 33441	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required.	RESPONDENT WAS NOT PRESENT FINAL ORDER ISSUED COMPLY BY 4-10-2026 \$150 PER DAY \$80 PROSECUTION COST
70	25120022	YATTE LLC	231 NW 4 ST, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Sec. 98-88.(b) - Off-street parking and loading.	RESPONDENT WAS NOT PRESENT FINAL ORDER ISSUED COMPLY BY 4-10-2026 \$150 PER DAY PER VIOLATION \$80 PROSECUTION COST
71	25120077	PAVILLARD,MICHAEL	273 NE 45 ST, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT WAS NOT PRESENT FINAL ORDER ISSUED COMPLY BY 4-10-2026 \$150 PER DAY \$80 PROSECUTION COST
75	26020001	KOUGH,LYNN A	220 NE 8 TER, DEERFIELD BEACH, FL 33441	Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE IV. - JUNKED VEHICLES AND ABANDONED PROPERTY- Section 34-160 (a) PRIVATE PROPERTY -Parking or storage for over 72 hours restricted.	RESPONDENT WAS NOT PRESENT FINAL ORDER ISSUED COMPLY BY 4-10-2026 \$150 PER DAY PER VIOLATION

				Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Sec. 98-88.(b) - Off-street parking and loading.	\$80 PROSECUTION COST
77	25070031	CUBESMART LP % PTACS # 511	349 W HILLSBORO BLVD, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 58 - SOLID WASTE ARTICLE I. - IN GENERAL Section 58-3. - Maintenance of area.	RESPONDENT WAS NOT PRESENT FINAL ORDER ISSUED COMPLY BY 4-10-2026 \$150 PER DAY PER VIOLATION \$80 PROSECUTION COST
78	25110038	DEMELO,EZIO H/E DEMELO,CLEUZA J	4920 NE 10 AVE, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Sec. 98-88.(b) - Off-street parking and loading.	RESPONDENT WAS NOT PRESENT FINES IMPOSED AS OF 3-6-2026 FOR \$150 PER DAY PER VIOLATION
79	25120062	VISTA CLARA OWNER LLC	240 NE 5 ST, DEERFIELD BEACH, FL 33441	Chapter 34 - ENVIRONMENT - ARTICLE III. – NUISANCES ARTICLE VII. - ABANDONED REAL PROPERTY Section 34-144 - Maintenance requirements.	RESPONDENT WAS NOT PRESENT FINES IMPOSED AS OF 3-6-2026 FOR \$150 PER DAY
80	25120090	CILIEN, LEON CILIEN, YRMA	277 SW 2 CT, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT WAS NOT PRESENT FINES IMPOSED AS OF 3-6-2026 FOR \$150 PER DAY
84	17120057	STROWBRIDGE,ROOSEVE LT & ELLA R	230 SW 7 CT, DEERFIELD BEACH, FL 33441	Chapter 66 - TRAFFIC AND VEHICLES DIVISION 3. - REGULATIONS, GENERALLY Section 66-59. (c)(1)(a)- Parking on residentially zoned lots. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE III. - ZONING DISTRICT REGULATIONS Sec. 98-46(a-b) - RS-7	RESPONDENT WAS PRESENT – RAYMOND STROWBRIDGE CONTINUED TO 5-12-2026

				residence, single-family. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-88.(b) - Off-street parking and loading.	
85-89	24120066	LIGHTNING REAL ESTATE INVESTORS LLC	73 DEER CREEK RD, UNIT 103, DEERFIELD BEACH, FL 33442 103	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT WAS NOT PRESENT EXTENDED TO 5-8-2026
86	24120083	LOPES, CLEUZEIR	73 DEER CREEK RD, UNIT 105, DEERFIELD BEACH, FL 33442 105		
87	25010151	MITCHELL, CALMETA B	73 DEER CREEK RD, UNIT 101, DEERFIELD BEACH, FL 33442 101		
88	25010152	SASSON, SARAH M	73 DEER CREEK RD, UNIT 102, DEERFIELD BEACH, FL 33442 102		
89	25100028	LAMPIRIS, ALEKSANDRA H/E LAMPIRIS, THEODOROS V	73 DEER CREEK RD, UNIT 104, DEERFIELD BEACH, FL 33442 104		
90	25100024	PARAIZY, JOHANNE	811 NE 52 CT, DEERFIELD BEACH, FL 33064	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS; Sec. 98-103 (8)(a) - Reasonable accommodation procedures. Unrelated in Single Family Dwelling	RESPONDENT WAS NOT PRESENT FINES IMPOSED AS OF 3-6-2026 FOR \$150 PER DAY PER VIOLATION
92	26020084	SANDCASTLE 1 LLC Atty: Kendrick Meek, Jr.	300 NE 21 AVE, DEERFIELD BEACH, FL 33441	Chapter 34 - ENVIRONMENT - ARTICLE III. - NUISANCES Sec. 34-36. - Maximum noise level by receiving land use unit and measurement period.	RESPONDENT WAS PRESENT - ATTY KENDRICK MEEKS, JR FINDING OF FACTS COST WAIVED

93	26020085	HENNESSY,FRANCINE FOLEY	2660 DEER CREEK EMERALD WAY CIR, DEERFIELD BEACH, FL 33442	<p>Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(1) - Exterior building and structure standards.</p> <p>Chapter 14 - BUILDINGS AND BUILDING REGULATION Section 14-105(4) - Exterior building and structure standards.</p> <p>Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-8 (b) (11) - Minimum standards for interior of structures.</p> <p>Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS 98-81(E) (8) Tree Removal; A description for the reason for removal.</p> <p>Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-11 (a) - Exterior doors.</p>	<p>RESPONDENT WAS NOT PRESENT</p> <p>FINAL ORDER ISSUED COMPLY BY 3-20-2026 \$200 PER DAY PER VIOLATION \$80 PROSECUTION COST</p> <p>Sec. 94-11 (a) FINAL ORDER ISSUED COMPLY BY 3-17-2026 \$500 PER DAY HEALTH & SAFETY</p>
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SPECIAL SET @ 12 p.m.

A	16080205	FLEURANT,YVES H/E FLEURANT,GISLAINE C	248 NE 40 Ct DEERFIELD BEACH, FL 33064	MITIGATION \$26,200	<p>RESPONDENT WAS PRESENT – YVES FLEURANT</p> <p>FINES MITIGATED FOR \$1,600 TO BE PAID IN NINE MONTHS</p>
B	25060034	CROWN USA INVESTMENTS CORP	829 SE 9 ST, DEERFIELD BEACH, FL 33441	MITIGATION \$11,400	<p>RESPONDENT WAS PRESENT – SABRINA LEMA & MAFONDA ALVES</p> <p>FINES MITIGATED FOR \$1,600 TO BE PAID BY 7-14-2026</p>
C	25050027	EXOTIC AUTO SERVICES INC	229 SW 10 ST, DEERFIELD BEACH, FL 33441	MITIGATION \$19,350	<p>RESPONDENT WAS PRESENT – LEWIS GONZALEZ</p> <p>FINES MITIGATED FOR \$1,600 TO BE PAID BY 5-12-2026</p>
D	25010260	HILLSBORO PARTNERS LLC %INVESTMENTS LIMITED LLC	1000 E HILLSBORO BLVD, DEERFIELD BEACH, FL 33441	SETTLEMENT \$1,600	<p>RESPONDENT WAS NOT PRESENT</p> <p>SETTLEMENT GRANTED TO BE PAID BY 5-12-2026</p>

E	25010218	HILLSBORO PARTNERS LLC	1000 E HILLSBORO BLVD	SETTLEMENT \$1,600	RESPONDENT WAS NOT PRESENT SETTLEMENT GRANTED TO BE PAID BY 5-12-2026
F	25050068	HILLSBORO PARTNERS LLC %INVESTMENTS LIMITED LLC	1000 E HILLSBORO BLVD	SETTLEMENT \$1,600	RESPONDENT WAS NOT PRESENT SETTLEMENT GRANTED TO BE PAID BY 5-12-2026
G	25050082	EIVERS,LIAM	12 KESWICK A, DEERFIELD BEACH, FL 33442	SETTLEMENT \$1,600	RESPONDENT WAS NOT PRESENT SETTLEMENT GRANTED TO BE PAID BY 5-12-2026
H	10-2099 15120159 15120161 17010061 17090032 18030043 18060019 18080023 18120012 20010191 23080066	562 W 1ST ST LLC	182 SW 6 ST, DEERFIELD BEACH, FL 33441	SETTLEMENT \$35,000	RESPONDENT WAS NOT PRESENT SETTLEMENT GRANTED TO BE PAID BY 5-12-2026

SPECIAL MAGISTRATE MINUTES

CITY OF DEERFIELD BEACH, FLORIDA

Andrew Dunkiel, Special Magistrate

Date

**COMMUNITY APPEARANCE BOARD
MEETING MINUTES
CITY OF DEERFIELD BEACH, FLORIDA
March 11, 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: Christina Fink, Alternate
 James Giasullo, Jr., Alternate
 Jack Hugentugler
 Jason Leet
 Scott Mulheron
 Janelle Richards, Vice Chair, Alternate
 Joseph Cummings, Chair

Also Present: Ramsay Bulkeley, Director of Planning and Development Services
 Daniel Mantell, Planning and Zoning Manager
 Anthony Soroka, City Attorney
 Samantha Charlemont, Assistant City Clerk

Absent: None

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 Vice Chair Richards to approve the February 11, 2026 meeting minutes. The motion CARRIED by unanimous vote.

NEW & DEFERRED ITEMS

**#7230 Publix 861
 150 South Federal Highway
 Minor Site Plan**

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

Harold Scott, representing the applicant, explained that the proposed changes include replacing the shopping center's existing parking lot lighting with new, energy-efficient LED fixtures. He stated that the new fixtures will be installed on a one-for-one basis and will maintain proper lighting levels while improving efficiency.

In response to board member questions, Mr. Scott replied that the lighting plan includes photometric calculations, and the proposed fixtures comply with applicable lighting standards.

Discussion ensued regarding the location of the lighting within the Publix-owned portion of the shopping center, with confirmation that the lighting improvements are limited to that portion of the property.

Mr. Hugentugler made a motion, seconded by Mr. Leet to approve Item #7230 as submitted. The motion CARRIED by unanimous vote.

Comments by Deerfield Beach City Attorney

None.

Comments by Deerfield Beach Planning and Development Services Department

Board Attendance - Daniel Mantell, Planning and Zoning Manager, said he was glad that all members were able to attend tonight.

Director of Planning and Development Services - Mr. Mantell introduced Ramsay Bulkeley.

Mr. Mulheron welcomed Mr. Bulkeley to the City.

Meeting Start Time - Mr. Mantell recommended adjusting the start time from 7:00 p.m. to an earlier time.

Discussion ensued regarding scheduling considerations, travel time, and traffic.

Thereafter, the Board agreed to 6:30 p.m.

Mr. Mulheron expressed concerns regarding bulk trash collection within his neighborhood.

Mr. Giasullo shared his experience coordinating with the City's sanitation department and stated that residents may contact the department directly for bulk item pickup procedures.

Next Meeting - The next meeting will be held on March 25, 2026.

Mr. Hugentugler made a motion, seconded by Mr. Leet to adjourn the meeting at 7:15 p.m. The motion CARRIED by unanimous vote.

Joseph Cummings, Chair
Community Appearance Board



Regular City Commission Meeting - April 14, 2026

DEERFIELD BEACH - YOU ARE HEREBY NOTIFIED that the **Regular City Commission** meeting will be held on **Tuesday, April 14, 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 April 14, 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 April 14, 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 April 14, 2026.
 - i. Use the following link below to access the meeting via Zoom:
<https://deerfield-beach.zoom.us/j/82314922769?pwd=1NHfuwrtvCaylg5rSq9eEf9oyb3UfCZ.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: 823 1492 2769#, Participant ID: #, Passcode: 388433#

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 April 14, 2026, and can be found by clicking the camera icon in the Media column at <http://www.deerfield-beach.com/1554/Meetings-Agendas>.

Providing Public Comment:

Public participation is strongly encouraged. Your comments will be limited to three minutes per person. To participate via Zoom, please complete the attached comment card, and e-mail it to the City Clerk at web.clerk@deerfieldbeachfl.gov prior to the meeting. If you attend in person, comment cards will be provided in the Commission Chambers.

1. **In person** - Public comment may be given in the Commission Chambers during the applicable public comment portion of the meeting.
2. **Live Zoom Video Participation** - If attending via Zoom online, at the appropriate public comment period, click "raise hand" which is located at the bottom of the screen under the "reactions" tab, and your audio will be unmuted when you are recognized.
3. **Live Zoom Telephone Participation** - If attending via Zoom by telephone, at the appropriate public comment period, press *9 to "raise your hand" and your audio will be unmuted when you are recognized.

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT AND FLORIDA STATUTE 286.26, PERSONS WITH DISABILITIES NEEDING SPECIAL ACCOMMODATION TO PARTICIPATE IN THIS PROCEEDING SHOULD CONTACT THE CITY CLERK NO LATER THAN 3 DAYS PRIOR TO THE MEETING AT (954) 480-4213 FOR ASSISTANCE.

Should you have any questions, please feel free to contact the City Clerk's Office at 954.480.4213. For additional information on the agenda items for the Commission meeting, please visit www.dfb.city.



PUBLIC COMMENT

ONE CARD PER AGENDA ITEM OR PUBLIC COMMENT, PLEASE!

Date: _____

Agenda Item #: _____

Public Comment: (Circle one) YES/NO

If you wish to address the City Commission, please provide the below required information:

Name: _____

Address: _____

You may also provide the following optional information, so staff may contact you, if necessary:

Phone and/or E-mail Address (optional): _____

***NOTE: You have 3 minutes to speak. TIME IS NOT TRANSFERRABLE.**

Public comment shall be governed by the City Commission Meeting Rules of Procedure outlined in Resolution 2018/014, which states that no comments shall be made related to the personal life, or personal qualities of any person and no language which would offend persons of ordinary sensibilities shall be permitted.



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2026-149

Agenda Date: 4/14/2026

Status: CONSENT - BOARD
APPOINTMENTS

In Control: City Commission

Title

Resolution 2026/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, reappointing Anthony Pelt and Tony Guadagnino as commissioners of the Deerfield Beach Housing Authority; providing for an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

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

Current Activity

Anthony Pelt and Tony Guadagnino have both expressed interest in continuing to serve on the Deerfield Beach Housing Authority and have been nominated by Mayor Drosky. Upon reappointment, the Board will consist of seven members.

Recommendation

Approval is recommended.

RESOLUTION NO. 2026/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, REAPPOINTING ANTHONY PELT AND TONY GUADAGNINO AS COMMISSIONERS OF THE DEERFIELD BEACH HOUSING AUTHORITY; PROVIDING FOR AN EFFECTIVE DATE

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

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

WHEREAS, Anthony Pelt and Tony Guadagnino have expressed interest in continuing to serve as Commissioners of the DBHA; and

WHEREAS, the Mayor has proposed the reappointment of Anthony Pelt and Tony Guadagnino as Commissioners of the DBHA; and

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

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

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

Section 2. Anthony Pelt and Tony Guadagnino are hereby reappointed as Commissioners of the DBHA for four-year terms ending on April 14, 2030.

Section 3. Mr. Pelt and Mr. Guadagnino shall serve without compensation and are required to file a financial disclosure statement in accordance with State Statutes.

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2026.

TODD DROSKY, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK



HOUSING AUTHORITY

Creating Authority:

Resolution No. C-1698 (F.S. 421.04)

Method of Appointment:

Resolution of Commission as of June 23, 1980

All Terms for four (4) years each.

Financial Disclosure:

Required

Compensation:

None

Liaison:

LaTonya Coley-McKenly, Executive Director (954) 459-6689

Meeting Dates:

3rd Wednesday

Functions and Responsibilities:

According to Florida Statutes.

Name	Address	Phone	Replaces	Resolution Number	Date Appointed	Term Expires
Timothy Drabik	1901 SW 15 PL Deerfield Beach, FL 33442	954-655-2204 (h) 954-701-5277 (c)	New	2023/172	10/17/23	10/16/27
Anthony T. Pelt	10647 NW 7th Place Coral Springs, FL 33071	775-4667(c) 954-708-2195	Self	2022/036	03/15/22	04/20/26
Alice Chattman	1086 S Military Trail, Apt 108 Deerfield Beach, FL 33442	754-333-8040 954-895-2363 (c)	New	2025/015	02/18/25	02/15/29
Jamekia Ricks	414 SW 2 nd Street, Apt. 96 Deerfield Beach, FL 33441	954-512-9489	Self	2025/212	12/16/25	12/16/29
Pastor Tony Guadagnino	2053 SW 17th Drive Deerfield Beach, FL 33442	673-7769 (c)	Self	2022/036	03/15/22	04/20/26
Annette Mitchell	235 SW 3 rd Court Deerfield Beach, FL 33441	754-422-9698 754-367-3848	Self	2023/047	03/28/23	04/20/27
Gail Battle	633 NW 3 rd Way Deerfield Beach, FL 33441	573-3175 (c)	Self	2023/128	08/01/23	08/07/27



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2026-131

Agenda Date: 4/14/2026

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 award of ITB #25-041 for citywide assorted apparel and promotional items on an as-needed basis to the five responsive and responsible bidders; authorizing execution of contracts with the five lowest priced responsive and responsible bidders for a three-year term with two, one year renewal options; providing for implementation and an effective date. (Funds from various accounts)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: Funds from various departments, city funds will be limited to an approved annual budget
Account Name: Clothing Allowance, Uniform Allowance, Equipment Minor Tools Hardware, DFB Store Merchandise, Public Awareness, Summer Camp Supplies, Employee Recognition, Recruiting, Vendor Training and Outreach
Account Number: Various City-Wide Funds

Background/History

Various departments within the City require on an as-needed basis to purchase assorted apparel and promotional items which include the City's logo. As there is a Citywide need for such services, the Procurement and Contract Administration Division (the "Division") issued Invitation to Bid No. 25-041 "Citywide Assorted Apparel and Promotional Items with City Logo) to obtain bids from qualified vendors for provide a range of items such as clothing, uniforms, promotional, and marketing items as seen in Categories one, two, and three and Levels I, II, and III listed below.

Category 1 - Promotional Items

Category 2 - T-Shirts

Category 3 - Other Apparel

Level 1: Range from \$.01 - \$100.00 per item.

Blankets, candy jar, car accessories, coolers, folders, frames, highlighters, keychains, koozies, lapel pins, lanyards, magnets, memo pads, mugs, stickers, sunglasses (outdoor gear), notepads, pencils, pens, personal care kits, small portfolio, sport accessories, tote bags, umbrellas, and hand sanitizer.

Level II: Range from \$100.01 - \$200.00 per item.

Executive pens, business cases, clothing accessories, coins, desk pen sets, drinkware, executive gifts, globes, jump drives, lamps, larger portfolios, leather goods, magnetic signage, phone chargers,

technology accessories, travel bags, wooden boxes, and tableclothes.

Level III: Range from \$200.01 - \$300.00 per item.

Brand products, clocks, collectibles, executive gifts, glassware, banners, leatherwear, luggage, watches.

Current Activity

On September 24, 2025, the Division opened the eight bid responses that were timely received, and reviewed the bids to ensure that they met the Invitation to Bid ("ITB") requirements. The ITB provides that the City may award separate contracts to multiple bidders on an as-needed basis. After completing the bid review process, the Division determined that the five apparent lowest priced and responsible bidders were: Sharp Marketing, LLC a/k/a Sharp Promo; SoFlo Promo Co.; Global Trading, Inc.; Zheng Commerce, LLC; and The Player's Connection of Florida, LLC (collectively, the "Responsive Bidders"). After reviewing all five bid responses, the Division has determined that it would be in the best interest of the City to award the ITB to all five Responsive Bidders on an as-needed basis. The ITB provides that the contract term will be for three years with the option to renew for two additional one-year renewal terms.

Further, the purchase of the goods and services by the various departments citywide will be limited to each department's annual budget line item account approved by the City Commission each fiscal year during the term of the contracts.

Recommendation

The Division recommends that the City Commission award contracts to Sharp Marketing, LLC, a/ka Sharp Promo, Soflo Promo Co., Global Trading, Inc., Zheng Commerce LLC, and The Player's Connection of Florida, LLC, for three-year terms, with the option to renew for up to two additional one-year terms.

RESOLUTION NO. 2026/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE AWARD OF ITB #25-041 FOR CITYWIDE ASSORTED APPAREL AND PROMOTIONAL ITEMS ON AN AS NEEDED BASIS TO THE FIVE RESPONSIVE AND RESPONSIBLE BIDDERS; AUTHORIZING EXECUTION OF CONTRACTS WITH THE FIVE LOWEST PRICED RESPONSIVE AND RESPONSIBLE BIDDERS FOR A THREE YEAR TERM WITH TWO, ONE YEAR RENEWAL OPTIONS; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, the City issued Invitation for Bid #25-041 for Citywide Assorted Apparel and Promotional Items with City Logo (the “ITB”) as specified in the ITB (the “Services”); and

WHEREAS, the ITB was advertised in the legal notices section of Broward County’s designated website on August 29, 2025, and the notice was sent to 358 prospective vendors via the e-Procurement Marketplace with 35 vendors viewing the ITB documents; and

WHEREAS, on September 24, 2025, at 2:00 p.m., the ITB due date and time, the Procurement and Contract Administration Division (the “Division”) opened the eight bid responses that were timely received, and reviewed the bids to ensure that they met the ITB requirements; and

WHEREAS, pursuant to the terms of the ITB, the City reserves the right to award separate contracts to multiple bidders and the Services will be provided on an as needed basis; and

WHEREAS, the Division reviewed the eight bids submitted and it was determined that the five apparent lowest priced responsive and responsible bidders were: Sharp Marketing, LLC a/k/a Sharp Promo, SoFlo Promo Co., Global Trading, Inc., Zheng Commerce, LLC, and The Player’s Connection of Florida, LLC (collectively, the “Responsive Bidders”); and

WHEREAS, after reviewing the bids from the Responsive Bidders, it was determined by the Division that it would be in the best interest of the City to award the bid to all five Responsive Bidders on an as needed basis; and

WHEREAS, the purchase of the goods or services by various City departments will be limited to each department’s annual budget line item account approved by the City Commission each Fiscal Year during the term of the contracts; and

WHEREAS, the Division recommends that the City Commission approve the award of the ITB to the five Responsive Bidders, and authorize execution of contracts with each of the five Responsive Bidders for the Services on an as needed basis based on the terms of the ITB, for a three year term, with two additional one-year renewal options (collectively, the

“Contracts”).

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

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

Section 2. The City Commission hereby approves the award of the ITB to the five Responsive Bidders for the Services on an as needed basis.

Section 3. The City Manager is hereby authorized to execute the Contracts with the five Responsive Bidders for the Services on an as needed basis, based upon the terms and conditions of the ITB, together with such additional terms as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney

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



Memorandum

TO: Oleg Gorokhovsky, Chief Financial Officer
FROM: Vanessa Pierre-Pajotte, Buyer
THRU: Jermoth Rose, Assistant Director of Financial Services
DATE: March 23, 2026
SUBJECT: ITB#25-041 – Citywide Assorted Apparel and Promotional Items with City Logo (Rebid)

The Procurement and Contract Administration Division issued an Invitation to Bid (ITB) # 25-041 for Citywide ITB Assorted Apparel and Promotional Items with City Logo (Re-bid). This formal competitive solicitation process complies with the City of Deerfield Beach procurement requirements. Details of the competitive solicitation process are as follows:

- On August 29, 2025, the ITB was advertised in the legal notices section of the Broward County Website. The notice was sent to three-hundred fifty-eight (358) prospective bidders via the e-Procurement Marketplace.
- Thirty-Five (35) interested vendors viewed the documents of the ITB.
- On September 24, 2025, at 2:00 p.m. EST, the Procurement and Contract Administration Division closed and unsealed eight (8) responses from the following vendors: Sharp Marketing, LLC a/k/a as Sharp Promo; SoFlo Promo Co.; Global Trading Inc.; Zheng Commerce LLC; The Player's Connection of Florida LLC; Bienal Promotions, LLC; Dirt Cheap Products, and Inc.; Fyre Marketing LLC. The responses were reviewed by the Procurement and Contract Administration Division to ensure the responses met the ITB requirements.
- The Procurement and Contract Administration Division reviewed the responsive and responsible bids received and determined the following five (5) vendors meet all the requirements of the ITB: Sharp Marketing, LLC a/k/a Sharp Promo; SoFlo Promo Co.; Global Trading Inc.; Zheng Commerce LLC; and The Player's Connection of Florida LLC.
- The ITB states that it is the City's intention to award the contract to multiple bidders, and the Procurement and Contract Administration Division recommends awarding contracts on an as needed basis, to the five (5) vendors listed above as the lowest, responsive and responsible bidders.
- Reference checks were conducted for each of the five (5) vendors and all vendors received positive ratings.

- Documentation related to this solicitation may be obtained by e-mail purchasing@deerfield-beach.com. You may contact the Procurement and Contract Administration Division at (954) 250-4064 with any questions.

The term of the contract shall be for a period of three (3) years, with the option to renew for up to two (2) additional one-year terms. Funds for this contract will be allocated from various city departments accounts. (Funds from Various Departments will be limited to approved yearly budget.) Purchases from the contract will be made from vendors on an as needed basis.

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

Att. Bid Tabulations, ITB package and Scope of Work.

1 Vendors must offer quantity discounts based on volume purchasing. Vendors should provide pricing based on each level shown in Section II – criteria

1.1 Level I: Range of \$.01 to \$100 per item

Supplier	QTY	UOM	Estimated	Percent Off	Extended	Supplier Notes
fyre marketing	1	EA		55.0%		
Bienali Promotions, LLC	1	EA		28.8%		
Global Trading, Inc.	1	EA		26.0%		
soflo promo	1	EA		20.0%		THIS APPLIES TO PROMO PRODUCTS SEE RESPONSE ATTACHMENTS FOR APPAREL PRICING
Zheng Commerce LLC	1	EA		20.0%		
The Player's Connection of Floric	1	EA		20.0%		
DIRT CHEAP PRODUCT INC	1	EA		20.0%		Minimum quantites per order are required depending on the desired decorating process (i.e. embroidery, screen print, DTF, or sublimation)
Sharp Marketing	1	EA		15.0%		Note that discounts aren't based on dollar spend amount. Discounts are instead based on an entire catalog regardless of spend. The discount offered to city of Deerfield for the included catalogs is a minimum of 15%.

1.2 Level II: Range of \$100.01 to \$200 per item

Supplier	QTY	UOM	Estimated	Percent Off	Extended	Supplier Notes
fyre marketing	1	EA		55.0%		
Bienali Promotions, LLC	1	EA		28.8%		
Global Trading, Inc.	1	EA		26.0%		
soflo promo	1	EA		22.1%		THIS APPLIES TO PROMO PRODUCTS SEE RESPONSE ATTACHMENTS FOR APPAREL PRICING
Zheng Commerce LLC	1	EA		20.0%		
The Player's Connection of Floric	1	EA		20.0%		
DIRT CHEAP PRODUCT INC	1	EA		20.0%		Minimum quantites per order are required depending on the desired decorating process (i.e. embroidery, screen print, DTF, or sublimation)
Sharp Marketing	1	EA		15.0%		Note that discounts aren't based on dollar spend amount. Discounts are instead based on an entire catalog regardless of spend. The discount offered to city of Deerfield for the included catalogs is a minimum of 15%.

1.3 Level III: Range of \$200.01 to \$300 per item

Supplier	QTY	UOM	Estimated	Percent Off	Extended	Supplier Notes
fyre marketing	1	EA		55.0%		
Bienali Promotions, LLC	1	EA		28.8%		
Global Trading, Inc.	1	EA		26.0%		
soflo promo	1	EA		25.1%		THIS APPLIES TO PROMO PRODUCTS SEE RESPONSE ATTACHMENTS FOR APPAREL PRICING
Zheng Commerce LLC	1	EA		25.0%		
The Player's Connection of Floric	1	EA		20.0%		
DIRT CHEAP PRODUCT INC	1	EA		20.0%		Minimum quantites per order are required depending on the desired decorating process (i.e. embroidery, screen print, DTF, or sublimation)
Sharp Marketing	1	EA		15.0%		Note that discounts aren't based on dollar spend amount. Discounts are instead based on an entire catalog regardless of spend. The discount offered to city of Deerfield for the included catalogs is a minimum of 15%.

2 As-needed Additional Line-Items

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
Sharp Marketing	1	ea		\$0.00	\$0.00	
Global Trading, Inc.	1	ea		\$91.00	\$91.00	
The Player's Connection of Floric	1	ea		\$108.75	\$108.75	
Bienali Promotions, LLC	1	ea		\$133.00	\$133.00	
DIRT CHEAP PRODUCT INC	1	ea		\$139.34	\$139.34	
soflo promo	1	ea		\$173.32	\$173.32	
fyre marketing	1	ea		\$200.00	\$200.00	
Zheng Commerce LLC	1	ea		\$258.00	\$258.00	

2.1 One-Time Artwork and Set-up Charge per City Logo. The city will only pay a one-time set-up charge per logo, not per order.

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
Sharp Marketing	1	ea		\$0.00	\$0.00	Setup costs depend per item. If it's an exact repeat of the same item with the same logo, typical setup costs are either free or half price.
The Player's Connection of Floric	1	ea		\$20.00	\$20.00	
Global Trading, Inc.	1	ea		\$25.00	\$25.00	
DIRT CHEAP PRODUCT INC	1	ea		\$40.00	\$40.00	
Zheng Commerce LLC	1	ea		\$50.00	\$50.00	
soflo promo	1	ea		\$50.00	\$50.00	PLEASE SEE RESPONSE ATTACHMENTS FOR PRICING FOR SCREEN PRINT AND FOR EMBROIDERY. THIS SET UP COST LISTED HERE IS FOR PROMO PRODUCTS, NOT APPAREL
Bienali Promotions, LLC	1	ea		\$100.00	\$100.00	

fyre marketing 1 ea \$200.00 \$200.00

2.2 Embroidery Charge.						
Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
fyre marketing	1			\$0.00	\$0.00	
						Sharp Promo does not charge separately for embroidery. It's always included in the
Sharp Marketing	1			\$0.00	\$0.00	unit cost.
DIRT CHEAP PRODUCT INC	1			\$4.75	\$4.75	12 piece minimum pieces per order
Bienali Promotions, LLC	1			\$5.00	\$5.00	
						PLEASE SEE RESPONSE ATTACHMENTS FOR PRICING. EMBROIDERY CHARGES HAVE MANY VARIABLES (# OF PIECES, # OF
soflo promo	1			\$5.50	\$5.50	STITCHES, ETC).
The Player's Connection of Floric	1			\$6.50	\$6.50	
Global Trading, Inc.	1			\$8.00	\$8.00	
Zheng Commerce LLC	1			\$8.00	\$8.00	

2.3 Silkscreening Charge.						
Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
fyre marketing	1			\$0.00	\$0.00	
						PROMOTIONAL ITEM PRINTING INLCUED
Zheng Commerce LLC	1			\$0.00	\$0.00	IN PROMO ITEM PRICING
						Sharp Promo does not charge separately for screen printing. It's always included in
Sharp Marketing	1			\$0.00	\$0.00	the unit cost.
The Player's Connection of Floric	1			\$2.25	\$2.25	
						PLEASE SEE RESPONSE ATTACHMENTS FOR PRICING. NOT ABLE TO LIST ALL SCREEN
soflo promo	1			\$2.82	\$2.82	CHARGES ON ONE LINE.
Bienali Promotions, LLC	1			\$4.00	\$4.00	
						24 piece minimum pieces per order. Each job will require screens created for \$10 per screen after prior use. Price is based on 2 to 3 color design of the logo provided. We also offer DTF at a cheaper rate then
DIRT CHEAP PRODUCT INC	1			\$4.59	\$4.59	screen printing.
Global Trading, Inc.	1			\$8.00	\$8.00	

2.4 Digitizing Charge.						
Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes
fyre marketing	1	ea		\$0.00	\$0.00	
						Sharp Promo does not charge City of
Sharp Marketing	1	ea		\$0.00	\$0.00	Deerfield for digitizing.
Bienali Promotions, LLC	1	ea		\$4.00	\$4.00	
Global Trading, Inc.	1	ea		\$25.00	\$25.00	
The Player's Connection of Floric	1	ea		\$40.00	\$40.00	

DIRT CHEAP PRODUCT INC	1	ea	\$40.00	\$40.00
soflo promo	1	ea	\$50.00	\$50.00
Zheng Commerce LLC	1	ea	\$50.00	\$50.00

THIS IS NORMAL CHARGE TO DIGITIZE A LOGO, IF A LOGO IS OVERLY COMPLICATED THE CITY WILL BE MADE AWARE OF QUOTE BEFORE MOVING FORWARD. THIS COST LISTED IS FOR YOUR NORMAL CITY LOGO.

2.5 Custom Graphic Design Artwork

Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
fyre marketing	1	ea		\$0.00	\$0.00	
Sharp Marketing	1	ea		\$0.00	\$0.00	Sharp Promo does not charge City of Deerfield for artwork. All artwork designs/updates is done free of charge as part of our service.
Bienali Promotions, LLC	1	ea		\$20.00	\$20.00	
Global Trading, Inc.	1	ea		\$25.00	\$25.00	
The Player's Connection of Floric	1	ea		\$40.00	\$40.00	
DIRT CHEAP PRODUCT INC	1	ea		\$50.00	\$50.00	
soflo promo	1	ea		\$65.00	\$65.00	
Zheng Commerce LLC	1	ea		\$150.00	\$150.00	

Event Number	ITB 25-041 Addendum 1	Organization	City of Deerfield Beach
Event Title	Citywide Assorted Apparel and Promotions	Workgroup	Purchasing Dept.
Event Description	The City of Deerfield Beach is soliciting seal	Event Owner	Genesis Cuevas
Event Type	ITB (Commodity)	Email	gcuevas@deerfield-beach.com
Issue Date	8/29/2025 08:18:29 AM (ET)	Phone	
Close Date	9/24/2025 02:00:00 PM (ET)	Fax	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
Sharp Marketing	Fort Lauderdale	FL	9/3/2025 10:29:07 AM (ET)	8	\$0.00
Global Trading, Inc.	Miami	FL	9/24/2025 06:48:36 AM (ET)	8	\$91.00
The Player's Connection of Flori	Miami Gardens	FL	9/22/2025 01:16:04 PM (ET)	8	\$108.75
Bienali Promotions, LLC	Highland Park	IL	9/23/2025 03:13:05 PM (ET)	8	\$133.00
DIRT CHEAP PRODUCT INC	DEERFIELD BEACH	FL	9/22/2025 03:26:50 PM (ET)	8	\$139.34
soflo promo	davie	FL	9/24/2025 12:08:03 AM (ET)	8	\$173.32
fyre marketing	Madeira Beach	FL	9/23/2025 11:46:16 AM (ET)	8	\$200.00
Zheng Commerce LLC	MIAMI	FL	9/24/2025 12:58:15 PM (ET)	8	\$258.00

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

**SECTION VI
SCOPE OF SERVICES
SPECIFICATION AND REQUIREMENTS**

A. Scope of Work

1. General

The City of Deerfield Beach is actively seeking Invitation to Bids from qualified vendors to provide a catalog that includes Assorted Apparel and Promotional Items with City Logo on an “as-needed-basis” throughout the year for various City departments. The assorted apparel shall include, but no limited to: Polo Shirts, Dress Shirts, T-Shirts, Sweatshirts, Sweaters, Coats and Caps (in various styles, fabrics, colors and sizes). The assorted apparel and miscellaneous items shall have the City’s logo custom imprinted in silkscreen or embroidered. This will be a term contract.

2. City Logo

- a. The City logo shall conform to the City of Deerfield Beach official branding. (Reference Attachments, Exhibit II – City Logos).
- b. The main City logo is (2) color: (CMYK Colors: Teal 77,7,43,0 or Pantone 321 / Brown 33,49,66,9 or Pantone 464; Hex #'s Teal 04ADA3 / Brown A47E60; RGB #'s Teal 4173163 / Brown 16412696). The colors shall maintain consistency in quality.
- c. The City logo shall be custom imprinted in silkscreen or embroidered as requested by each City department.
- d. Offerors shall provide a one-time artwork and setup charge for the City logo. If there is no cost for this service, then the Offeror will be allowed to enter no cost (\$0.00). Reference Bid Line Item.

3. Requirements

- a. Each City department will request quotes and place their orders on an as-needed-basis.
- b. Offerors shall indicate the number of days required for delivery after receipt of an order. Reference Attributes, Item 20.
- c. Offerors shall provide the name(s), telephone number(s) and e-mail addresses of the representative(s) who will handle the City’s account. The representative(s) shall provide customer service, sizing (if required) and prepare quotes for the City’s departments.
- d. If any item(s) are received in poor, damaged or unsatisfactory condition (including but not limited to: stains, torn material, quality of material, wrong

style, wrong fabric, wrong color, wrong sizes, etc.), then the City shall return the item(s) to the Successful Offeror(s) at no additional cost to the City.

- e. The awarded Contractor(s) will package individual orders and label them with the employee name, location, and a list of all items ordered and included in the package as required.
- f. The awarded Contractor(s) may have a representative available to meet with and be responsible for providing assistance in measuring and ordering of individual uniform items. The awarded Contractor(s) shall be responsible for having every size (ex. Small – 5x) sample available for employees for fitting within seven (7) business days of receiving a written approved order.
- g. If the awarded Contractor(s), after taking necessary measurements cannot fit an employee properly, the contractor shall have the garment(s) altered to fit the employee at no cost to the City.

4. Uniform Specifications

- a. All garments, shall meet or exceed industry standards for fabric thread count, tensile/tear strength, pilling, abrasive resistance, wrinkle recovery, creasing, and soil release finish.
- b. The finished garment shall meet or exceed industry standards for washing, shrinkage, stitching, and fit/sizing.
- c. All garments shall have permanently affixed labels, which include size, fabric content and care and instructions.
- d. Garments shall carry standard warranties.
- e. Buttons and zippers shall be appropriate for each garment.
- f. Contractor shall be required to provide, at no additional cost, simple alterations/hemming at the user's request.
- g. No irregular cuts or seconds will be acceptable.
- h. When requested, samples shall be furnished free of charge to the City. If a sample is requested it shall be delivered within seven (7) business days of the request. The City will not be responsible for returning samples, a return envelope must be included when mailing samples.

5. Catalogs

Bidder shall submit with the Bid response one (1) digital copy of proposed published catalog(s) or descriptive price list proposed for inclusion in this contract.

B. ADDITIONS/DELETIONS OF LINE ITEMS

- a. The City reserves the right to add items to this Contract, such as new logos. Additions may result from, but are not limited to, additional needs and product replacements. Vendor shall provide the City with a proposed cost. If the revenue offered is not acceptable to the City, the City reserves the right to procure the items from other sources.
- b. Any proposed item additions offered shall satisfy all criteria specified in the bid documents and the terms of the Contract.
- c. The City reserves the right to delete locations from this contract in the best interest of the City. In such events, contract revenue prices will not be adjusted. No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased under the contract.

C. DAMAGE/IRREGULAR ITEMS

- a. Products supplied by Vendor shall be new, no irregulars, seconds or damaged merchandise will be accepted. Incorrect delivered products shall be replaced with the correct products by the Vendor at the Vendor's expense within five (5) business days from the notification date.

D. PERCENTAGE PRICING / VOLUME PRICING

- a. Vendors must offer quantity discounts based on volume purchasing with the City as a whole rather than by order or by department. Vendors should provide pricing based on each level shown below, Section E. Responses should be at a percentage off retail and should include identification of price break levels for volume spending within like items or within a total order of various items (example: if unit price order exceeds \$100.01 an additional discount of 15% would apply).
- b. Vendor must make graphic design services available and rates must be included per hour on projects as appropriate. Vendors may include a cost for custom designs. All designs must be approved by the City prior to production. Vendor producing shirts must be able to provide process screen printing with color separation from vector files.
- c. Offerors shall provide price quotes to each City department requesting the apparel or miscellaneous items.

City of Deerfield Beach
Assorted Apparel and Promotional Items with City Logo (Re-bid), ITB #25-041

- d. The Successful Offeror(s) shall provide verification on their product cost by submitting proof of purchase or invoice as backup.
- e. All prices should include delivery Freight on Board (FOB) destination and freight prepaid (bidder pays any freight charges). The Contractor will be the city direct shipping cost as a separate line item on the invoice.
- f. The Contractor shall always extend the highest discount percentage to the City. In the event that the Contractor offers a promotion with superior discounts, the Contractor is required to notify the City of such enhanced promotion.

E. CATALOG CRITERIA FOR QUALITY LEVELS FOR ITEMS

Categories:

- 1. Promotional Items
- 2. T-shirts
- 3. Other Apparel

Items for each level may include, but are not limited to, the following suggested items. Responses must specifically outline which items qualify for each level, listed above.

Level I: Range of \$.01 - \$100.00 per item

Blankets	Lapel pins	Pencils
Candy jar	Lanyards	Pens
Car accessories	Magnets	Personal care kits
Coolers	Memo pads	Small portfolio
Folders	Mouse pads	Sport accessories
Frames	Mugs	Tote bags Umbrellas
Highlighters	Stickers	Hand Sanitizer
Key chains	Sunglasses (outdoor gear)	
Koozies	Notepads	

Level II: Range of \$100.01 – \$200.00 per item

Executive pens	Globes	Technology accessories
Business cases	Jump drives	Travel bags
Clothing accessories	Lamps	Wooden boxes
Coins	Larger portfolios	Tablecloths
Desk pen sets	Leather goods	
Drinkware	Magnetic Signage	
Executive gifts	Phone chargers	

Level III: Range of \$200.01 - \$300.00 per item

Brand products	Glassware	Banners
Clocks	Leatherwear	
Collectables	Luggage	
Executive gifts	Watches	

F. DELIVERY

1. Delivery shall include FOB destination and must be completed within fifteen (15) calendar days after receipt of a purchase order. Vendors who cannot meet these delivery requirements may be considered non-responsive.
2. Delivery shall be made to city of Deerfield Beach locations unless otherwise indicated on the PO. Delivery hours are Monday through Friday (City of Deerfield Beach recognized public holidays excepted), 8:00 AM to 5:00 PM.

G. DEFECTS

1. Goods provided by the awarded bidder(s) shall be the exact product or an approved equivalent within this solicitation. Each uniform should be new and free from defects. The City will not purchase nor accept garments classified as seconds. All defective garments will be returned and replaced by the awarded bidder(s) at no additional cost to the City.

H. RETURNS AND EXCHANGES

1. Awardees must allow for return and exchange of uniforms. Items in original condition may be returned or exchanged; items that have been washed, worn or embroidered cannot be returned.

I. INVOICES

1. Vendor shall not be paid for work completed that was not requested by the City by a Purchase Order.
2. Payment will only be made after goods have been received, accepted and properly invoiced.
3. All invoices shall be legible and must include all of the following:
 - a. City of Deerfield Beach Purchase Order Number
 - b. Vendor Contract/Sales Manager Name
 - c. Date of Service
 - d. Ship Date (if applicable)
 - e. Contract Line-Item Number
 - f. Unit Model Number (if applicable)
 - g. Product Title (if applicable)
 - h. Product Detail Description
 - i. Quantity
 - j. Price

J. EXHIBITS

- I. Exhibit I - Example ITB Contract
- II. Exhibit II - City Logos

K. PROPRIETARY

All copy (taglines, slogan or themes), designs, photography, videography, audio-visuals, artwork, graphic and musical jingles prepared for the City will become the sole property of the City. All print and production files will become the sole property of the City. Original, native layered art files are to be provided upon request.

[END OF DOCUMENT]



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2026-159

Agenda Date: 4/14/2026

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, authorizing acceptance of coastal dune restoration grant funds in the amount of \$10,000.00 from Broward County; approving the expenditure of \$5,000.00 for the grant matching fund requirement; approving the grant agreement with Broward County for the Dune Restoration Project; providing for execution, implementation and an effective. (Funds from Account #100-300-340-3701-000-53700-503513 - Equipment Minor, Tools, Hardware)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$5,000

Account Name: Equipment Minor, Tools, Hardware

Account Number: 100-300-340-3701-000-53700-503513

Background/History

The City Commission approved the Dune Master Plan (Plan) in April 2025. During the presentation of the Plan, it was discussed that a potential funding source to complete the dune project was through a grant offered annually by Broward County. Broward County's Coastal Dune Restoration Grant Program previously provided funding in the amount of \$5,000 with a 100% local match, and the City was awarded this grant in 2018. Currently, the amount of the grant has increased to \$10,000 with a 50% match requirement either by a cash match and/or in-kind contributions. In Fiscal Year 2026, the City Commission approved and allocated \$25,000 for the purchase of plants and supplies necessary to continue planting dunes on the unprotected portion of our beach.

Current Activity

On January 3, 2026, Broward County notified City staff of the availability of grant funding under the Coastal Dune Restoration Grant Program, which required submittal of an application by January 31, 2026. Staff put together the attached application and submitted it within the announced deadline. Broward County reviewed the City's application and awarded the City of Deerfield Beach the full grant amount of \$10,000. The City's next scheduled dune planting project will take place on April 24, 2026. The following project is scheduled for October 17th. This agenda item is for the City Commission to accept the grant funding and authorize execution of the attached Grant Agreement.

Recommendation

Staff recommends that the City Commission authorize the acceptance of the grant funding, approve the expenditure of \$5,000 for the 50% match requirement either through a cash match and/or in-kind

contributions, and authorize the execution of the attached Grant Agreement.

RESOLUTION NO. 2026/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AUTHORIZING ACCEPTANCE OF COASTAL DUNE RESTORATION GRANT FUNDS IN THE AMOUNT OF \$10,000.00 FROM BROWARD COUNTY; APPROVING THE EXPENDITURE OF \$5,000.00 FOR THE GRANT MATCHING FUND REQUIREMENT; APPROVING THE GRANT AGREEMENT WITH BROWARD COUNTY FOR THE DUNE RESTORATION PROJECT; PROVIDING FOR EXECUTION, IMPLEMENTATION AND AN EFFECTIVE DATE.

WHEREAS, in April 2025, the City Commission approved the Dune Master Plan and during Staff's presentation there was a discussion regarding potential grant funding for the dune projects on the beach; and

WHEREAS, Broward County provides grant funding on an annual basis through the Coastal Dune Restoration Grant Program (the "Program") for the purpose of stabilizing coastal beaches by creating, planting, and maintaining a coastal dune on beachfront property; and

WHEREAS, on January 3, 2026, the City was notified by Broward County that the Program funding was available with a deadline for submittal by January 31, 2026, and City staff submitted the grant application for review and possible award by Broward County; and

WHEREAS, the City was notified by Broward County that it has been awarded Program funding in the amount of \$10,000.00 (the "Grant") for its dune planting project on the unprotected portions of Deerfield Beach, which has a 50% matching funds requirement either in cash or by in-kind contributions; and

WHEREAS, the City Commission approved a \$25,000.00 allocation in the 2026 Fiscal Year Budget for the purchase of plants and supplies necessary to continue planting dunes on the unprotected portion of Deerfield Beach; and

WHEREAS, the Grant funding from Broward County is on a cost reimbursement basis; and

WHEREAS, the Grant funding will be utilized for multiple dune restoration projects starting just north of SE 3rd Street to approximately SE 1st Street, and includes the planting of approximately 4,000 sea oats to create new dunes in the unprotected part of the City's public beach (the "Project"); and

WHEREAS, in order to receive the Grant and facilitate the Project, the City is required to execute the Grant Agreement with Broward County, attached as Exhibit "1" (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 funding, authorize the expenditure of the matching funds and approve and authorize the execution of the Grant Agreement, 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. That the City Commission hereby authorizes acceptance of the Grant funds from Broward County for the Project in the amount of \$10,000.00, and approves the Grant Agreement with Broward County, attached as Exhibit “1”.

Section 3. The Mayor and City Manager are authorized to execute the Grant Agreement with Broward County, 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 City Commission hereby approves the expenditure of \$5,000 to meet the matching requirement for the Grant.

Section 5. The appropriate City officials are authorized to take all necessary steps to implement the aims of this Resolution.

Section 6. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2026.

CITY OF DEERFIELD BEACH

TODD DROSKY, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF DEERFIELD BEACH PROVIDING FOR FUNDING AND ADMINISTRATION OF COASTAL DUNE RESTORATION GRANT PROGRAM

This Agreement (the “Agreement”) is made and entered into by and between Broward County, a political subdivision of the State of Florida (“County”), and the City of Deerfield Beach, its successors and assigns (“Grantee”) (each a “Party,” collectively the “Parties”).

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

- 1.1 Assurances means those assurances made by Grantee to County as specifically set forth in this Agreement.
- 1.2 Board means the Board of County Commissioners of Broward County, Florida.
- 1.3 Coastal Dune Restoration Funds means the money given to Grantee pursuant to the terms of this Agreement.
- 1.4 Coastal Dune Restoration Grant Program or Program mean the Program established by County for the purpose of stabilizing coastal beaches by creating, planting, and maintaining a coastal dune on beachfront property.
- 1.5 Contract Administrator means the Director of Natural Resources Division or such person’s successor or written designee.
- 1.6 Division means the Broward County Natural Resources Division, or its successor division.
- 1.7 Project means the project or projects set forth in Article 2 hereof and Exhibit A.

ARTICLE 2. PROJECT

- 2.1 Grantee agrees to provide and implement the following eligible Project more specifically described and set forth in Exhibit A (the “Project Description”) attached hereto and by this reference made a part hereof.
- 2.2 Grantee agrees that no work shall begin on the Project until Grantee receives notification to proceed with the Project in writing from the Contract Administrator. If the Project has begun prior to receipt of such notification to proceed, Grantee shall not be eligible for reimbursement of funds expended prior to receipt of the notification to proceed.

2.3 Grantee shall meet or exceed the standards noted in the Project Description, and all applicable codes, ordinances, statutes, and any other regulations imposed by any regulatory body or authority governing the design and construction.

2.4 County recognizes that the budget submitted with the grant application is the best estimate required for successful implementation of the proposed Project. Once underway, modifications to the Project may be necessary. Any request by Grantee to modify the Project details or specifications contained in Exhibit A must be submitted in writing to the Contract Administrator. The Contract Administrator may approve requests to modify the Project details or specifications contained in Exhibit A upon a showing by the Grantee that the modification supports the goals of the Program and will not result in Grantee seeking the reimbursement of funds greater than the maximum dollar amount set forth in Section 4.1, or seeking to complete less dune planting than set forth in the Project Description. Grantee agrees that no work shall begin on the modified Project until Grantee receives written notification of approval from the Contract Administrator.

2.5 Grantee agrees to provide the Contract Administrator at least one week's prior notice as to the date and time the Project will take place so that County representatives may attend the event. County reserves the right to attend any Project.

ARTICLE 3. TERM AND TIME OF PERFORMANCE

3.1. The Agreement shall become effective on the date it is fully executed by the Parties ("Effective Date") and shall terminate after one (1) year and sixty (60) days from the Effective Date ("Termination Date"). Grantee shall have one (1) year from the Effective Date to complete the Project.

3.2. Grantee may request an extension of up to six (6) months for completion of the Project, subject to approval by Contract Administrator. Under special, limited circumstances such as droughts, hurricanes, or other conditions beyond the control of and not attributable to the Grantee, the Contract Administrator may grant an extension up to one (1) year for completion of the Project. Any extension request shall be in writing and delivered to the Contract Administrator at least sixty (60) days prior to the Termination Date. Failure to complete the Project within one (1) year from the Effective Date or any extension as set forth herein shall result in the forfeiture of the Coastal Dune Restoration Funds. Any time extension authorized by the Contract Administrator shall extend the dates and timeframes in this Agreement by an equal amount of time.

ARTICLE 4. FUNDING, METHOD OF PAYMENT, AND PROVISIONS RELATING TO THE USE OF THE FUNDS

4.1. County agrees to reimburse Grantee for implementation of the Project up to a maximum amount of \$10,000.00 ("Reimbursement Amount"). Grantee agrees to expend the funds

allocated to the Project no later than the Termination Date. All funds not expended within the term of this Agreement shall remain in the custody and control of County.

4.2. Grantee shall provide matching funds in a minimum amount equal to fifty percent (50%) the amount set forth in Section 4.1 in the form of: **[Check at least one]**

- Applicant cash: cash from Grantee's present resources such as savings or cash reserves.
- Contributions: public, private, or corporate contributions to be used towards the Project.
- In-kind: contributions in the form of goods or services directly benefitting the Project. In-kind contributions shall include, but are not limited to: dune plants, posts and ropes, irrigation, labor, and community outreach.

4.3. Administrative Cost Cap. The Grantee agrees that administrative costs shall not exceed fifteen percent (15%) of the combined value of the Grantee's financial and/or in-kind match and the Reimbursement Amount ("Administrative Cost Cap"). For the purposes of this Agreement, administrative costs include, but are not limited to: (i) general project administration and oversight; (ii) grant management and reporting; (iii) permit coordination; (iv) volunteer recruitment and coordination; and (iv) other nonconstruction or nonimplementation support services that do not directly result in physical improvements or on-the-ground outcomes. All proposed expenditures must be clearly itemized, described, and submitted to the County by Grantee in advance of the Project. County reserves the right to review and reclassify any cost itemized by Grantee. Costs, such as general liability insurance, administrative support staff, office supplies, or similar indirect expenses must be classified as an administrative cost and are subject to the Administrative Cost Cap.

4.4. Close-Out Report. At the completion of the Project, Grantee shall provide the Contract Administrator with two (2) copies of a close-out report in the form set forth in Exhibit B attached hereto.

4.5. Upon completion of the Project, Grantee shall invoice County as follows:

4.5.1 Grantee shall provide County with an executed original of any contracts or subcontracts authorizing the work to be done on the Project.

4.5.2 Invoices shall be certified by the Grantee's authorized officer. Grantee shall not use these funds for any purpose other than the purpose set forth in this Agreement. Grantee shall not seek reimbursement from County for funds, or materials purchased with such funds, used to satisfy other grant programs.

4.5.3 Grantee's request for payment shall be accompanied by proper documentation. For purposes of this section, copies of invoices, receipts, evidence that the completed project has been inspected and approved by the Contract Administrator, or other evidence of indebtedness shall be considered proper documentation. Invoices shall not be honored if received by County later than the Termination Date, any extension of the Termination Date, or termination of this Agreement.

4.5.4 To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by County. Payment may be withheld for failure of Grantee to comply with a term, condition, or requirement of this Agreement.

4.6. Upon Contract Administrator's receipt of Grantee's invoice for reimbursement, approval of Grantee's Close-out Report, and approval of the final inspection by the Contract Administrator verifying that the Project has been completed in accordance with the Project Description, the Division shall authorize payment to Grantee in the amount it determines to be payable.

4.7. The continuation of this Agreement beyond the end of any County fiscal year (October 1 through September 30) is subject to both the appropriation and the availability of funds pursuant to Chapter 129 and, if applicable, Chapter 212, Florida Statutes.

ARTICLE 5. FINANCIAL RESPONSIBILITY

5.1 Grantee hereby agrees to maintain books and records in accordance with Generally Accepted Accounting Principles and properly reflect all expenditures of funds that Grantee seeks reimbursement from County.

5.2 County shall have the right to audit the books, records, and accounts of Grantee and all subcontractors that are related to this Agreement. Grantee and all subcontractors shall keep such books, records, and accounts as may be necessary to record complete and correct entries related to this Agreement and performance under this Agreement. All such books, records, and accounts shall be kept in written form or in a form capable of conversion into written form within a reasonable time; upon request by County, Grantee and all subcontractors shall make same available to County in written form at no cost and allow County to make copies. Grantee shall provide County with reasonable access to Grantee's facilities, and County shall be allowed to interview all employees to discuss matters pertinent to the performance of this Agreement.

Grantee and all subcontractors shall preserve and make available, at reasonable times within Broward County, Florida, for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for at least three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. This section shall survive any dispute or litigation between the Parties, and Grantee expressly acknowledges and agrees to be bound by this section throughout the course of any dispute or litigation with County. Any audit or inspection pursuant to this section may be

performed by any County representative (including any outside representative engaged by County). Grantee hereby grants County the right to conduct such audit or review at Grantee's place of business, if deemed appropriate by County, with seventy-two (72) hours' advance notice. Grantee shall make all such records and documents available electronically, in common file formats, and/or via remote access, if and to the extent requested by County.

Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment based upon such entry. Grantee shall refund to County any overcharged amount identified as a result of an audit, regardless of the amount of the overcharge. If the overcharge exceeds five percent (5%) of the total contract charges audited by County, Grantee shall, in addition to refunding the overcharged amount, pay liquidated damages in the amount of fifteen percent (15%) of the overcharged amount as just compensation for damages incurred by County due to the overcharge, including, but not limited to, County's administrative costs and loss of potential investment returns (including interest). Any adjustments or payments due as a result of such audit must be made within thirty (30) days after presentation of County's findings to Grantee.

Grantee shall ensure that the requirements of this section are included in all agreements with all subcontractor(s).

5.3 Grantee hereby agrees that if it has caused any funds to be expended in violation of this Agreement, it shall be responsible to refund such monies in full to County or shall not seek reimbursement from County of those funds.

5.4 The Close-out Report shall account for all monies received from County via explicit, discrete disclosures and accompanying notes to the Close-out Report.

5.5 Late submission of the Close-out Report shall result in suspension of payment under this Agreement until the required documentation is received and accepted by County. Grantee acknowledges that submission of the Close-out Report to any other Broward County office, agency, or division does not constitute compliance with requirements to submit material to the Contract Administrator. Failure of the Grantee to meet these financial reporting requirements shall result in suspension of payment under this or any subsequent grant agreement in effect and disqualify the Grantee from obtaining future grant awards until such financial reports are received and accepted by County.

5.6 Any corrections to the Close-out Report requested by County shall be made and submitted to County within thirty (30) days after a written request is received by Grantee.

ARTICLE 6. TERMINATION

6.1 This Agreement may be terminated by either Party upon at least thirty (30) days' prior written notice to the other Party of such termination.

6.2 Notice of termination shall be provided in accordance with “Notices” section of this Agreement; except that notice of termination deemed by the Contract Administrator necessary to protect the public health, safety, or welfare may be verbal and promptly confirmed in writing in accordance with the “Notices” section of this Agreement.

6.3 County shall have the right to terminate this Agreement and deny payment of Program funds to Grantee for noncompliance with any of the terms and conditions of this Agreement. Failure to comply with these terms and conditions may also result in County declaring Grantee ineligible for further participation in the Program until such time as Grantee complies therewith.

6.4 In the event this Agreement is terminated, any compensation payable by County shall be withheld until all documents are provided to County pursuant to the “Rights in Documents and Work” section of this Agreement. Any amount withheld shall not be subject to payment of interest by County.

6.5 Notwithstanding the above, Grantee shall not be relieved of liability to County for damages sustained by County by virtue of any breach of this Agreement by Grantee, and County may withhold any payments to Grantee, for the purposes of setoff until such time as the exact amount of damages is determined. This provision shall survive the termination of this Agreement.

ARTICLE 7. MISCELLANEOUS

7.1 Nondiscrimination, Equal Employment Opportunity, and Americans with Disabilities Act. Grantee shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. Grantee shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (“ADA”) in the course of providing any services funded by County, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, Grantee shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility. Grantee’s decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, sex, national origin, marital status, physical or mental disability, political affiliation, pregnancy, or any other factor which cannot be lawfully used as a basis for service delivery. Grantee shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 16½) in performing any services pursuant to this Agreement.

7.2 Independent Contractor. Grantee is an independent contractor of County, and nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. In providing services, neither Grantee nor its agents shall act as officers, employees, or agents of County. Grantee shall not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.

7.3 Regulatory Capacity. Notwithstanding the fact that County is a political subdivision with certain regulatory authority, County's performance under this Agreement is as a Party to this Agreement and not in its regulatory capacity. If County exercises its regulatory authority, the exercise of such authority and the enforcement of law shall have occurred pursuant to County's regulatory authority as a governmental body separate and apart from this Agreement, and shall not be attributable in any manner to County as a Party to this Agreement.

7.4 Verification of Employment Eligibility. Grantee represents that Grantee and each of its subcontractors have registered with and use the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If Grantee violates this section, County may immediately terminate this Agreement for cause and Grantee shall be liable for all costs incurred by County due to the termination.

7.5 Discriminatory Vendor and Scrutinized Companies Lists; Countries of Concern. Grantee represents that it has not been placed on the "discriminatory vendor list" as provided in Section 287.134, Florida Statutes, and that it has not been identified as a company or other entity subject to scrutiny under Sections 215.473 or 215.4725, Florida Statutes. Grantee represents and certifies that it is not, and during the term of this Agreement will not be, ineligible to contract with County on any of the grounds stated in Section 287.135, Florida Statutes. Grantee represents that it is, and during the term of this Agreement will remain, in compliance with Section 286.101, Florida Statutes.

7.6 Prohibited Telecommunications Equipment. Grantee represents and certifies that it and its subcontractors do not use, and throughout this Agreement will not provide or use, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 C.F.R. §§ 52.204-24 through 52.204-26.

7.7 Sovereign Immunity. Except to the extent sovereign immunity may be deemed waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by County or Grantee nor shall anything included herein be construed as consent by County or Grantee to be sued by third parties in any matter arising out of this Agreement.

7.8 Notice. Unless otherwise stated herein, for notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). A Party may change its notice address by giving notice of such change in accordance with this section.

NOTICE TO COUNTY:

Division Director, Natural Resources Division

115 S. Andrews Avenue, Room 329H, Fort Lauderdale, Florida 33301

Email Address: Mpognon@Broward.org

NOTICE TO GRANTEE:
City of Deerfield Beach
401 SW 4th Street
Deerfield Beach, FL 33441
Email Address: pbardes@dfb.city

7.9 Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Agreement are contained herein.

7.10 Amendments. Unless expressly authorized herein, no modification, amendment, or alteration of any portion of this Agreement is effective unless contained in a written document executed with the same or similar formality as this Agreement and by duly authorized representatives of County and Grantee.

7.11 Assignment and Performance. Neither this Agreement nor any right or interest herein may be assigned, transferred, subcontracted, or encumbered by Grantee without the prior written consent of County. If Grantee violates this provision, County shall have the right to immediately terminate this Agreement. Grantee represents that each person and entity that will provide services under this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render services. Grantee agrees that all services under this Agreement shall be performed in a skillful and respectful manner, and that the quality of all such services shall equal or exceed prevailing industry standards for the provision of such services.

7.12 Rights in Documents and Work. Any and all reports, photographs, surveys, documents, materials, or other work created by Grantee specifically for County in connection with performing services, whether finished or unfinished ("Documents and Work"), shall be owned by County, and Grantee hereby transfers to County all right, title, and interest, including any copyright or other intellectual property rights, in or to the Documents and Work, and shall provide any documentation necessary to effectuate such transfer. Unless otherwise expressly stated herein, County has the right to use, reproduce, modify, distribute, and publicly display the Documents and Work, in whole or in part, in any medium and for any purpose, in perpetuity and without restriction. Grantee represents and warrants that it has all necessary legal rights to provide the Documents and Work and to grant County the rights stated in this Agreement. Grantee must deliver the Documents and Work to the Contract Administrator within ten (10) business days after expiration or termination of this Agreement. Any compensation due to Grantee may be withheld until all Documents and Work are provided as set forth herein. Grantee shall ensure that the requirements of this section are included in all of Grantee's agreements with subcontractor(s).

7.13 Indemnification. To the extent permitted by law, Grantee shall indemnify, hold harmless, and defend County and all of County's current, past, and future officers, agents, and employees

Coastal Dune Restoration Grant Agreement Page 8 of 18

(collectively, “Indemnified Party”) from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys’ fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any breach of this Agreement by Grantee, or any intentional, reckless, or negligent act or omission of Grantee, its officers, employees, or agents, arising from, relating to, or in connection with this Agreement (collectively, a “Claim”). If any Claim is brought against an Indemnified Party, Grantee shall, upon written notice from County, defend each Indemnified Party with counsel satisfactory to County or, at County’s option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement. If considered necessary by the Contract Administrator and the County Attorney, any sums due Grantee under this Agreement may be retained by County until all Claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County.

7.14 Conflicts. Neither Grantee nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Grantee’s loyal and conscientious exercise of judgment and care related to its performance under this Agreement. During the Term, none of Grantee’s officers or employees shall serve as an expert witness against County in any legal or administrative proceeding in which they or Grantee is not a party, unless compelled by legal process. Further, such persons shall not give sworn testimony or issue a report or writing as an expression of such person’s expert opinion that is adverse or prejudicial to the interests of County in connection with any such pending or threatened legal or administrative proceeding unless compelled by legal process. The limitations of this section shall not preclude Grantee or any persons in any way from representing themselves, including giving expert testimony in support of such representation, in any action or in any administrative or legal proceeding. If Grantee is permitted pursuant to this Agreement to utilize subcontractors to perform services, Grantee shall require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as Grantee.

7.15 Third-Party Beneficiaries. Neither Grantee nor County intends to primarily or directly benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

7.16 Joint Preparation. County and Grantee acknowledge that this Agreement has been jointly prepared and shall not be construed more strictly against either County or Grantee.

7.17 Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision within an article or section of this Agreement, the article or section shall prevail and be given effect.

7.18 Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached Exhibits are incorporated into

and made a part of this Agreement.

7.19 Multiple Originals and Counterparts. This Agreement 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.

7.20 Use of County Name or Logo. Grantee shall not use County's name or logo in marketing or publicity materials without prior written consent from the Contract Administrator.

7.21 Polystyrene Food Service Articles. Grantee shall not sell or provide for use on County property expanded polystyrene products or food service articles (e.g., Styrofoam), unencapsulated expanded polystyrene products, or single-use plastic straws or stirrers, as set forth in more detail in Section 27.172, Broward County Administrative Code.

7.22 Further Assurance. Grantee agrees to execute, acknowledge, deliver, and cause to be done, executed, acknowledged, and delivered all such further documents and perform such acts as shall reasonably be requested of it to carry out this Agreement and give effect hereto. Without in any manner limiting the specific rights and obligations set forth in this Agreement, the Parties declare their intention to cooperate with each other in effecting the terms of this Agreement.

7.23 Compliance with Laws. Grantee and the services must comply with all applicable law, including, without limitation, the Americans with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and the requirements of any applicable grant agreements, and all deliverables provided for online utilization must meet or exceed the World Wide Web Consortium/Web Content Accessibility Guidelines (WCAG) 2.1 Level AA standard or any higher standard as required by applicable law.

7.24 Severability. If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction or contrary to applicable law, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

7.25 Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all subsections thereof, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to "days" means calendar days, unless otherwise expressly stated. Any reference to approval by County shall require approval in writing, unless otherwise expressly stated.

7.26 Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any 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 exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

7.27 Public Records. Notwithstanding any other provision in this Agreement, any action taken by County in compliance with, or in a good faith attempt to comply with, the requirements of Chapter 119, Florida Statutes, shall not constitute a breach of this Agreement. If Grantee is acting on behalf of County as stated in Section 119.0701, Florida Statutes, Grantee shall:

7.27.1 Keep and maintain public records required by County to perform the services under this Agreement;

7.27.2 Upon request from County, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

7.27.3 Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion or termination of this Agreement if the records are not transferred to County; and

7.27.4 Upon completion or termination of this Agreement, transfer to County, at no cost, all public records in possession of Grantee or keep and maintain public records required by County to perform the services. If Grantee transfers the records to County, Grantee shall destroy any duplicate public records that are exempt or confidential and exempt. If Grantee keeps and maintains public records, Grantee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

If Grantee receives a request for public records regarding this Agreement or the services, Grantee must immediately notify the Contract Administrator in writing and provide all requested records to County to enable County to timely respond to the public records request. County will respond to all such public records requests.

Grantee must separately submit and conspicuously label as “RESTRICTED MATERIAL – DO NOT PRODUCE” any material (a) that Grantee contends constitutes or contains its trade secrets under Chapter 688, Florida Statutes, or (b) for which Grantee asserts a right to withhold from public disclosure as confidential or otherwise exempt from production under Florida public records laws

(including Chapter 119, Florida Statutes) (collectively, "Restricted Material"). In addition, Grantee must, simultaneous with the submission of any Restricted Material, provide a sworn declaration or affidavit in a form acceptable to County from a person with personal knowledge attesting that the Restricted Material constitutes trade secrets or is otherwise exempt or confidential under Florida public records laws, including citing the applicable Florida statute and specifying the factual basis for each such claim. Upon request by County, Grantee must promptly identify the specific applicable statutory section that protects any particular document. If a third party submits a request to County for records designated by Grantee as Restricted Material, County shall refrain from disclosing such material unless otherwise ordered by a court of competent jurisdiction, authorized in writing by Grantee, or the claimed exemption is waived. Any failure by Grantee to strictly comply with the requirements of this section shall constitute Grantee's waiver of County's obligation to treat the records as Restricted Material. Grantee must indemnify and defend County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to nondisclosure of Restricted Material in response to a third-party request.

IF GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF FLORIDA STATUTES CHAPTER 119 TO GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 519-1248, HMAXWELL@BROWARD.ORG, 115 S. ANDREWS AVE., SUITE 329-H, FORT LAUDERDALE, FLORIDA 33301.

7.28 Confidential Information; Generative Artificial Intelligence. Unless expressly authorized in this Agreement or in writing in advance by the Contract Administrator, Grantee is strictly prohibited from disclosing, uploading, or otherwise making available to third parties, directly or indirectly, including but not limited to through utilization of generative artificial intelligence tools, any exempt, confidential, sensitive security, or personal information of County. Grantee must ensure that any use of generative artificial intelligence tools by Grantee or its subcontractors does not involve the disclosure of exempt, confidential, sensitive security, or personal information, including without limitation for large language model learning or training. Grantee must implement and maintain appropriate technological and operational safeguards to ensure compliance with the obligations of this section.

7.29 Execution Authority. The individuals executing this Agreement on behalf of Grantee personally warrant that they have full authority to execute this Agreement on behalf of Grantee for whom they are acting herein.

AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF DEERFIELD BEACH PROVIDING FOR FUNDING AND ADMINISTRATION OF COASTAL DUNE RESTORATION GRANT PROGRAM

IN WITNESS WHEREOF, the Parties have made and executed this Agreement on the respective dates under each signature: Broward County through its County Administrator, authorized to execute same by the Board of County Commissioners through approval of Agenda Item 61 on November 13, 2025; and the City of Deerfield Beach, signing by and through its duly authorized representative.

COUNTY

BROWARD COUNTY, by and through
its County Administrator

By: _____
County Administrator

____ day of _____, 20__

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 _____
Attorney's Name (Date)
Senior/Assistant County Attorney

By _____
Attorney's Name (Date)
Senior/Assistant County Attorney

AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF DEERFIELD BEACH PROVIDING FOR FUNDING AND ADMINISTRATION OF COASTAL DUNE RESTORATION GRANT PROGRAM

GRANTEE

ATTEST:

By: _____
Rodney Brimlow, City Manager

Date: _____, 2026.

Heather Montemayor, CMC, City Clerk

Approved As To Form And Legal Sufficiency
For The Use Of And Reliance By The City Of
Deerfield Beach, Florida, only.

Anthony C. Soroka, City Attorney

EXHIBIT A

PROJECT DESCRIPTION

Provide a detailed description of the services to be provided for the implementation of the Project.

The City of Deerfield Beach will be conducting multiple dune restoration projects starting just north of SE 3rd street to approximately SE 1st street. The plan for this project is to utilize sea oats as the primary plant species mixed in with other native plants for diversification. To achieve this, the City has strategically partnered with South Florida Audubon Society, Adopt-a-Dune, and JM Family volunteers. Patrick Bardes, Coastal Coordinator with the City of Deerfield Beach will serve as Project Manager. This project will include the planting of approximately 4,000 sea oats to create new dunes in the unprotected part of the City's public beach. Project installation will be assisted by City of Deerfield Beach's Parks Maintenance staff. Staff will be led by a landscape supervisor with multiple years of experience conducting similar projects on the City's beach.

See application form submitted by grantee on Date, for further details.

EXHIBIT B

**COASTAL DUNE RESTORATION GRANT PROGRAM
CLOSE-OUT REPORT**

This close-out report must be filed with the Natural Resources Division no later than thirty (30) days after completion of the Project period.

Organization:

Mailing address:

Grantee's Project Director:
Title:

Telephone:
Fax:

Funding Award: \$ _____

Date Project began:

Date Project ended:

1. **GOODS AND SERVICES INFORMATION:** list dates, location, and title for all goods and services provided and installed by the organization during this Project period:

Good or Service

Date

Cost

2. PERSONNEL:

Number Administrative

Other

Total

Full-time

Part-time

Volunteers

How many hours did volunteers contribute during the Project period?

Describe your method for tracking volunteer hours:

3. NARRATIVE OF PROJECT ACTIVITIES: In general, describe how the Coastal Dune Restoration Funds were used and their impact on the quality and scope of the organization's activities.

4. REQUIRED ATTACHMENTS

- Color photographs of the improved area after completion of the Project, which includes plantings and the surrounding areas, including required signage.
- Receipts for items purchased and details of time.
- Number of people involved if labor is used as a match for Coastal Dune Restoration Grant Program Funding.

CERTIFICATION: The undersigned certify that the information provided in this Project evaluation report is true and correct, and Broward County funds were expended solely for the purpose of the approved funding Project or activity.

Signature-Chief Executive Officer

Signature-Project Director

Typed name of CEO

Typed name of Project Director

Date

Date



APPLICATION FORM
Coastal Dune Grant Program

I. PROJECT INFORMATION

Project Name: _____
Applicant Name: _____
Contact Person: _____ Title: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Telephone: _____ Fax: _____
Email: _____
Amount Requested: _____ Amount Matched: _____
Project Manager: _____ Telephone: _____

II. AUTHORIZED SIGNATURE

As the duly authorized representative of the applicant, I hereby certify that all parts of the application package have been read and understood; that all application requirements have been met; and that all information submitted herein is true and correct and represents the desire and intent of the applicant to install and maintain the proposed project according to the plans, specifications and costs attached herein. I further understand that any expenditures made prior to a formal "Notice to Proceed" from Broward County shall not be eligible under this grant program. Additionally, I certify that I will take active measures to ensure the continued maintenance of the project in order for the dune to develop and provide the utmost storm protection and environmental benefits for as long as practically possible.

Authorized Signatory: _____ Title: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Telephone: _____ Fax: _____
Email: _____
Signature: _____ Date: _____



**CITY OF DEERFIELD BEACH DUNE RESTORATION GRANT APPLICATION
APPLICATION CRITERIA AND SUPPORTING DOCUMENTATION**

A. PROJECT PLAN

The City of Deerfield Beach will be conducting multiple dune restoration projects starting just north of SE 3rd street to approximately SE 1st street. The plan for this project is to utilize sea oats as the primary plant species mixed in with other native plants for diversification. To achieve this, the City has strategically partnered with South Florida Audubon Society, Adopt-a-Dune, and JM Family volunteers. Patrick Bardes, Coastal Coordinator with the City of Deerfield Beach will serve as Project Manager. This project will include the planting of approximately 4,000 sea oats to create new dunes in the unprotected part of the City’s public beach. Project installation will be assisted by City of Deerfield Beach’s Parks Maintenance staff. Staff will be led by a landscape supervisor with multiple years of experience conducting similar projects on the City’s beach.

B. PROJECT SITE

The City of Deerfield Beach intends to construct 20X40 foot sections of dune plants with beach access points set with a post and rope boundary. Please see page 3 for Project Location Map.

C. PROJECT BUDGET AND TIMELINE

		City Costs	Grant Match	Notes
Materials	Sea Oats	\$20,000.00	\$ 8,000.00	The City has committed to purchasing approximately 4,000 sea oats
	Lumber Posts	\$ 1,240.00	\$ 600.00	
	Rope	\$ 250.00	\$ 100.00	
	Shovels	\$ 100.00	\$ 50.00	
	Diggers	\$ 100.00	\$ 50.00	
	Fertilizer/Moisturizer	\$ 500.00	\$ -	
	Irrigation Supplies	\$ 100.00	\$ 50.00	
Labor	Project Management	\$ 1,000.00	\$ 400.00	Project Manager staff 20 hours at \$50.00/hour
	Parks Maintenance Staff	\$ 2,400.00	\$ 500.00	Pre-construction post and rope construction, Irrigation installation, and planting assistance. Six staff for 16 hours at \$25.00/hour.
	Volunteers	\$ 500.00	\$ 250.00	Strategic Partnership with JM Family. 50 volunteers for 10 hours at \$10.00/hour
Marketing	Signage	\$ 100.00	\$ -	
	Giveaways	\$ 500.00	\$ -	
	Social media	\$ -	\$ -	
	Drones	\$ -	\$ -	
	Tents	\$ -	\$ -	
TOTAL		\$26,790.00	\$ 10,000.00	



SE 1st St

SE 21st Ave

SE 21st Ave

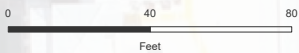
SE 2nd St

E 21st Ave



Location Map

Proposed Dune



1 inch equals 54 feet

This map was created by the City of Deerfield Beach GIS on 1/28/2026

DISCLAIMER: This map and all information contained on it is used by the City of Deerfield Beach for City planning purposes only. The City of Deerfield Beach makes no representation as to the accuracy of any information contained herein. The liability for determining the accuracy, completeness, and general reliability of the information contained herein rests solely with the person who uses same. The City of Deerfield Beach makes no warranty, expressed or implied as to the accuracy of the information contained herein, there are no implied warranties or representations for a particular purpose, and any person who uses this map or any information on this map, in whole or in part, does so at their own risk. The City of Deerfield Beach shall not be held liable for any damages, including but not limited to incidental, consequential or exemplary damages arising out of the use or inability to use the map or the information contained herein.

The City of Deerfield Beach will be conducting multiple projects under this grant. The initial project is anticipated for February 2026 with a larger scale project scheduled for April 2026 as part of the City's Green Month initiative.

D. PHOTOGRAPHS

Please see pages 5-6.

E. EVIDENCE OF PUBLIC SUPPORT

Please see pages 7-9.

F. EXPERIENCE

The City of Deerfield Beach has completed eight dune restoration projects since 2015. Patrick Bardes, Coastal Coordinator, has managed all of these projects along with the assistance of Lee Gottlieb from Adopt-a-Dune and Doug Young from South Florida Audubon Society. The City has utilized volunteers from multiple organizations to complete these projects.

G. COMMUNITY OUTREACH

The City of Deerfield Beach has utilized multiple local organizations to support its dune restoration goals. The City values these public/private partnerships to offer volunteer opportunities for community engagement. These dune restoration projects are also a good opportunity to offer corporate days of service to support environmental stewardship in the community.

H. PARTNERSHIPS

For these projects, the City of Deerfield Beach has partnered with the South Florida Audubon Society, Adopt-A-Dune, and JM Family

I. MEDIA OUTREACH

The City of Deerfield Beach will utilize its Public Affairs and Marketing team to promote, support, and convey to the public these dune restoration projects. This includes the creation of any marketing graphics/materials, photos and videos of project construction, and social media posts such as Facebook, Instagram, and X.

J. STATEMENT OF PROPERTY OWNERSHIP

Please see page 10.

K. PROOF OF INSURANCE

Please see Page 11.

L. W-9 FORM

Please see Page 12.

Photographs of Existing Site Conditions







January 29, 2026

Dear Sir or Madam,

I am writing in strong support of the installation of native dune species along the coastline of the City of Deerfield Beach. As the District 1 Commissioner, I recognize the critical importance of preserving and enhancing our coastal dune systems for the protection, resilience, and environmental health of our community.

The City of Deerfield Beach has recently taken an important step forward with the approval of its first Dune Master Plan, demonstrating a clear and proactive commitment to coastal stewardship, sustainability, and long-term shoreline resilience. The implementation of native dune vegetation is a vital component of this effort, as native species play a key role in stabilizing dunes, reducing erosion, improving storm protection, and restoring natural habitat for local wildlife.

Investing in native dune restoration not only protects public infrastructure and private property, but also enhances the natural beauty and ecological integrity of Deerfield Beach's shoreline for residents and visitors alike. These efforts align with the City's broader environmental goals and reflect responsible planning in the face of rising sea levels and increasing storm impacts.

I fully support initiatives that advance the goals of the City's Dune Master Plan and encourage continued collaboration to ensure the successful installation and maintenance of native dune species along our coastline. Thank you for your dedication to protecting Deerfield Beach's natural resources and for your commitment to a resilient coastal future.

Sincerely,

Michael Hudak

Michael Hudak
District 1 Commissioner
City of Deerfield Beach

More Than Just a Pretty Beach

Dear Members of the Broward County Grant Review Committee,

I am writing in strong support of the City of Deerfield Beach's application for a Broward County dune restoration grant to advance the installation of native dune species along its coastline.

As Vice Chair of the Deerfield Beach Marine Advisory Board, I am proud to highlight the Board's integral role in the development of the City of Deerfield Beach's first Dune Master Plan. This plan originated as an initiative brought forth by the Marine Advisory Board in recognition of the need for a comprehensive, long-term approach to dune restoration, shoreline protection, and coastal resilience.

Throughout the planning process, the Board placed a strong emphasis on community engagement and transparency. Multiple public workshops were hosted to solicit community input, educate residents on the importance of dune systems, and build broad public support for the plan. These workshops were instrumental in shaping the final Dune Master Plan and ensuring that it reflects both sound environmental practices and community values.

The proposed dune restoration project directly implements the goals and vision established through this collaborative planning effort. Installing native dune vegetation will enhance shoreline stability, reduce erosion, protect coastal infrastructure, and restore critical habitat, while advancing the County's and City's shared commitment to resilient and sustainable coastal management.

The Marine Advisory Board fully supports the City of Deerfield Beach's request for Broward County funding and commends the City for translating community-driven planning into meaningful on-the-ground action. We respectfully encourage favorable consideration of this grant application.

Thank you for your time and your continued commitment to protecting Deerfield Beach's coastal and marine resources.

Sincerely,



Aaron LoCascio

Vice Chair

Deerfield Beach Marine Advisory Board

January 27, 2026

Greetings,

On behalf of JM Family Enterprises, I am pleased to offer this letter of support for the installation of native dune species along the shoreline of the City of Deerfield Beach.

As Director of Corporate Community Impact for JM Family, and with our headquarters proudly located in Deerfield Beach, we have a deep and lasting connection to this community. Supporting initiatives that embrace environmental resilience, protect natural resources, and enhance quality of life for residents is central to our mission of giving back to the community we call home.

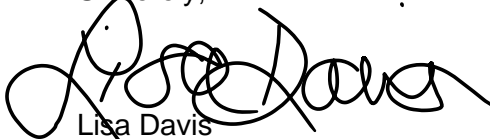
The installation of native dunes represents an important investment in both environmental sustainability and community well-being. Native dune species play a vital role in shoreline stabilization, erosion control, and habitat restoration, while also serving as an opportunity to engage residents, volunteers, and local stakeholders in hands-on environmental stewardship. Community engagement is a critical component of successful projects, and initiatives like this foster shared responsibility and pride in our local environment.

JM Family values its long-standing partnership with the City of Deerfield Beach. Over the years, we have collaborated on many impactful projects that reflect our shared commitment to strengthening the community. This continued partnership underscores the importance of public-private collaboration in advancing meaningful, lasting improvements for our city.

We strongly support efforts to install native dune vegetation and commend the City for its leadership in coastal resilience and environmental planning. JM Family remains committed to supporting local government initiatives and contributing to projects that protect Deerfield Beach for current and future generations.

Thank you for the opportunity to express our support and for your continued dedication to the Deerfield Beach community.

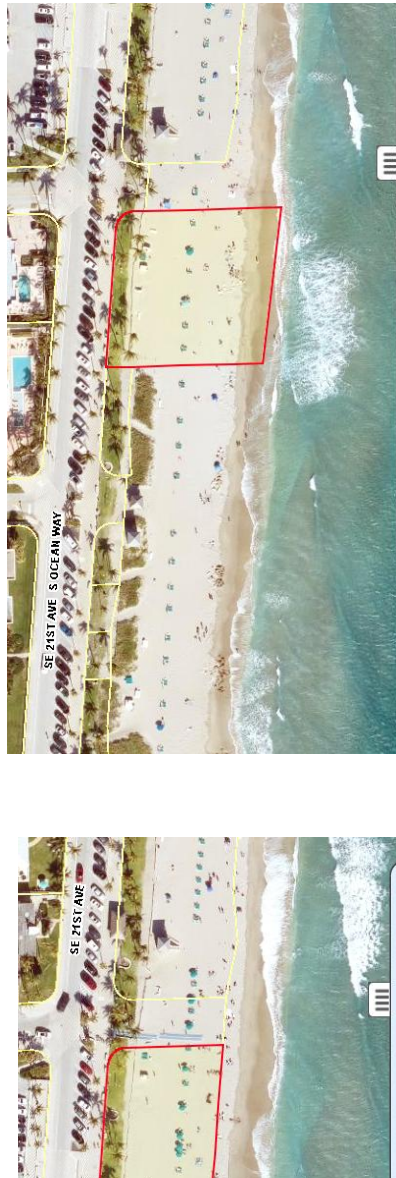
Sincerely,



Lisa Davis
Director, Corporate Community Impact

Statement of Property Ownership

Broward County Property Appraiser's Website



Parcel Information

Parcel Id: [484305041250](#)

Owner: CITY OF DEERFIELD BEACH

Situs Address: 232 SE 21 AVE DEERFIELD BEACH FL 33441

Legal: DEERFIELD BEACH 4-4 B LOTS 1 THRU 3 BLK 13

Millage Code: 1111

Use Code: 82

Land Value: \$ 1,511,680

Building Value: 0

Other Value: 0

Total Value: \$ 1,511,680

SOH Capped Value: \$ 1,511,680

Homestead Exempt Amt: \$ 0

WVD Exempt Amt: \$ 0

Other Exempt Amt: \$ 1,511,680

Taxable Value: \$ 0

Sale Date 1: 01/31/2024

Sale Price 1: \$ 913,000

Deed Type 1: WD

Sale Date 2: 04/09/2018



Parcel Information

Parcel Id: [484305041220](#)

Owner: CITY OF DEERFIELD BEACH MANAGEMENT & BUDGET DIRECTOR

Situs Address: 148 SE 21 AVE DEERFIELD BEACH FL 33441

Legal: DEERFIELD BEACH 4-4 B LOTS 1 THRU 5 BLK 12

Millage Code: 1111

Use Code: 82

Land Value: \$ 1,124,210

Building Value: 0

Other Value: 0

Total Value: \$ 1,124,210

SOH Capped Value: \$ 1,124,210

Homestead Exempt Amt: \$ 0

WVD Exempt Amt: \$ 0

Other Exempt Amt: \$ 1,124,210

Taxable Value: \$ 0

Sale Date 1:

Sale Price 1: 0

Deed Type 1:



Consumer's Certificate of Exemption

DR-14
R. 01/18

Issued Pursuant to Chapter 212, Florida Statutes

85-8012621558C-7	11/30/2024	11/30/2029	MUNICIPAL GOVERNMENT
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

CITY OF DEERFIELD BEACH
150 NE 2ND AVE
DEERFIELD BEACH FL 33441-3506

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



Important Information for Exempt Organizations

DR-14
R. 01/18

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.
6. If you have questions about your exemption certificate, please call Taxpayer Services at 850-488-6800. The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2026-163

Agenda Date: 4/14/2026

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 award of ITB #26-006 for the supply and delivery of corrosion inhibitor chemicals ("Orthophosphate") on an as needed basis for the water treatment plant to Hawkins, Inc., as the primary contractor, and Carus, LLC, as the secondary contractor; authorizing execution of contracts with the two lowest priced responsive and responsible bidders for a one-year term, with four additional one-year renewal options, in a total aggregate annual amount not to exceed \$75,000.00; and providing an effective date. (*Funds from Account #401-300-360-3602-000-53600-503511 - Chemicals*)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: on an as-needed basis, subject to the unit prices established in ITB #26-006. Based upon the budget, in a total aggregate annual amount not to exceed \$75,000.00.

Account Name: Chemicals

Account Number: 401-300-360-3602-000-53600-503511

Background/History

The Procurement and Contract Administration Division issued Invitation to Bid (ITB) #26-006 for Corrosion Inhibitor (Orthophosphate) to support the City's water treatment operations. This formal competitive solicitation was conducted in strict compliance with the City of Deerfield Beach procurement requirements.

On January 23, 2026, the ITB was advertised in the Broward County designated legal notices website and distributed to 98 prospective offerors via the e-Procurement Marketplace. Nine vendors downloaded and viewed the ITB documents. On February 13, 2026, three responses were unsealed from Hawkins, Inc., Carus, LLC, and Chemrite, Incorporated.

The Procurement and Contract Administration Division reviewed all submittals for responsiveness and responsibility. Staff from the Department of Environmental Services reviewed the technical specifications and concurred that Hawkins, Inc. and Carus, LLC met all ITB requirements.

Comprehensive reference checks were conducted for both recommended vendors, resulting in positive performance ratings.

Current Activity

To ensure continuous water treatment operations, this award establishes a primary and secondary supply chain source. Services and product deliveries will be requested on an as-needed basis to match the real-time operational requirements of the Water Treatment Plant.

As the ITB allows for multiple awards, city staff recommends awarding the contract to Hawkins, Inc. as the primary contractor and Carus, LLC, as the secondary contractor. The supply and delivery of the Corrosion Inhibitor will be on an as-needed basis in order to ensure a redundant and cost-effective supply of this essential chemical.

Recommendation

It is recommended that the City Commission approve the award of ITB #26-006 for Corrosion Inhibitor (Orthophosphate), to the two vendors providing the lowest, responsive and responsible pricing of the required product and services, and authorize execution of contracts with Hawkins Inc., as the primary contractor, and Carus LLC, as the secondary contractor, on an as-needed basis, subject to the unit prices established in ITB #26-006 and each vendor's response.

RESOLUTION NO. 2026/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE AWARD OF ITB #26-006 FOR THE SUPPLY AND DELIVERY OF CORROSION INHIBITOR CHEMICALS (ORTHOPHOSPHATE) ON AN AS NEEDED BASIS FOR THE WATER TREATMENT PLANT TO HAWKINS, INC., AS THE PRIMARY CONTRACTOR, AND CARUS, LLC, AS THE SECONDARY CONTRACTOR; AUTHORIZING EXECUTION OF CONTRACTS WITH THE TWO LOWEST PRICED RESPONSIVE AND RESPONSIBLE BIDDERS FOR A ONE-YEAR TERM, WITH FOUR ADDITIONAL ONE-YEAR RENEWAL OPTIONS, IN A TOTAL AGGREGATE ANNUAL AMOUNT NOT TO EXCEED \$75,000.00; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City, as the lead agency for the Southeast Florida Governmental Purchasing Group, issued Invitation to Bid #26-006 (the “ITB”) seeking qualified vendors to supply and deliver corrosion inhibitor chemicals (“Orthophosphate”) to support the water treatment processes at the Water Treatment Plant on an as needed basis as specified in the ITB (collectively, the “Services”); and

WHEREAS, the ITB was advertised in the legal notices section of Broward County’s designated public website on January 23, 2026, and the notice was sent to 98 prospective vendors via the e-Procurement Marketplace with nine vendors viewing the ITB documents; and

WHEREAS, on February 13, 2026, at 2:00 p.m., the ITB due date and time, the Procurement and Contract Administration Division (the “Division”) opened the three bid responses that were timely received, and reviewed the bids to ensure that they met the ITB requirements; and

WHEREAS, the ITB allows for award to multiple bidders; and

WHEREAS, the Division reviewed the three bids submitted and it was determined that the two apparent lowest priced responsive and responsible bidders were Hawkins, Inc. (“Hawkins”) and Carus, LLC (“Carus”); and

WHEREAS, after reviewing the bids from Hawkins and Carus, it was determined by Division and City staff that it would be in the best interest of the City to award the bid to Hawkins and Carus, with Hawkins as the primary contractor, and Carus as the secondary contractor, with the understanding that if Hawkins cannot fulfill the request from the City, then the City will utilize Carus to fulfill the request; and

WHEREAS, the estimated cost for the collective Services on an annual basis for the City shall not exceed \$75,000.00; and

WHEREAS, the Division recommends that the City Commission approve the award of the Services, on an as needed basis, to Hawkins as the primary contractor, and Carus as the secondary contractor, and authorize the execution of contracts with Hawkins and Carus for a one-year term, with four additional one-year renewal options (the “Contracts”).

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

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

Section 2. The City Commission hereby approves the award of the ITB for the Services on an as needed basis to Hawkins, as the primary contractor, and Carus, as the secondary contractor.

Section 3. The City Manager is hereby authorized to execute the Contracts with Hawkins and Carus for a one-year term, with four additional one-year renewal options, in an annual aggregate amount to the City not to exceed \$75,000.00, based upon the terms and conditions of ITB, together with such additional terms and conditions as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2026.

CITY OF DEERFIELD BEACH

TODD DROSKY, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK



Memorandum

TO: Yaroslav Concepcion, Environmental Services Director

FROM: Eddyson Etienne, Senior Buyer

THRU: Oleg Gorokhovsky, Chief Financial Officer

DATE: March 31, 2026

SUBJECT: Corrosion Inhibitor (Orthophosphate), ITB #26-006

The Procurement and Contract Administration Division issued an Invitation to Bid for Corrosion Inhibitor (Orthophosphate), (ITB) Invitation to Bid #26-006. This formal competitive solicitation process complies with the City of Deerfield Beach procurement requirements. Details of the competitive solicitation process are as follows:

- On January 23, 2026, the ITB was advertised in the legal notices section of the Broward County Website. The notice was sent to Ninety-Eight (98) prospective Offerors via the e-Procurement Marketplace.
- Nine (9) vendors viewed the ITB documents.
- On February 13, 2026 at 2:00 p.m. EST, the Procurement and Contract Administration Division closed and unsealed three (3) responses from the following bidders: Hawkins Water Treatment Group operating as Hawkins, Inc (“Hawkin”), Carus, LLC (“Carus”), and Chemrite, Incorporated (“Chemrite”). The responses were reviewed by the Procurement and Contract Administration Division to ensure the response met the ITB requirements.
- The bid allows for award to be to multiple bidders.
- The Procurement and Contract Administration Division reviewed the responsive and responsible bids received and determined that Hawkins and Carus provided the lowest, responsive and responsible pricing of the required product and services.
- The Procurement and Contract Administration Division discussed the responses with the Department of Environmental Services staff, who concurred that Hawkins and Carus both meet all the requirements of the ITB.
- Reference checks were conducted on both Hawkins Water Treatment Group, operating as Hawkins, Inc. and Carus, LLC which revealed positive ratings.
- Documentation related to this solicitation may be obtained by e-mailing eetienne@deerfield-beach.com. You may contact the Procurement and Contract Administration Division at 954- 250-4064 with any questions.

In summary, Hawkins and Carus are both deemed to be the lowest responsive and responsible bidders and both meet the ITB requirements. Therefore, it is recommended that the City award ITB 26-006 – Corrosion Inhibitor (Orthophosphate) to the companies as follows: (1) Primary Contractor – Hawkins Water Treatment Group, operating as Hawkins Inc. and (2) Secondary Contractor – Carus LLC, in the best interest of the City.

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

Att. Bid Tabulation, Scope of Work,



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2026-145

Agenda Date: 4/14/2026

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 an amendment to the Work Authorization with McKim & Creed, Inc. to provide continuing engineering support services related to the control system support project at the water treatment plant in an increased amount not to exceed \$80,000.00; providing for implementation and an effective date. (Funds from Account #401-300-360-3602-000-53600-503099 - Other Professional Services - SCADA Programming)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$80,000 for a total aggregate cost of \$155,000.00.

Account Name: Other Professional Services - SCADA Programming

Account Number: 401-300-360-3602-000-53600-503099

Background/History

The City's Supervisory Control and Data Acquisition (SCADA) system provides critical capabilities for remote monitoring and control of operations at the Water Treatment Plant (WTP) and wastewater lift stations. This system is essential for maintaining regulatory compliance, supporting efficient process control, and preventing emergencies such as sanitary sewer overflows. The SCADA system also maintains up to ten years of historical operational data.

SCADA systems are highly specialized and require advanced expertise in instrumentation, programmable logic controllers (PLCs), and communications systems. While the City maintains in-house staff to support these systems, current resources are limited and continue to develop familiarity with the system.

Pursuant to Resolution No. 2025/161, on September 15, 2025, the City entered into a Work Authorization with McKim & Creed (the "Consultant") to provide professional engineering services related to the control system support project regarding the SCADA in an amount not to exceed \$75,000.00 (the "Initial Work Authorization"). The Consultant's support services provide specialized technical expertise to address backlog, assist with complex issues beyond in-house capabilities, and implement system improvements necessary to maintain reliable and compliant operations.

Current Activity

The Department has recently filled the SCADA Analyst position, due to operational and administrative needs of the Department, it has been determined that the Consultant's services need to continue under the same terms and conditions of the Initial Work Authorization. Based upon this need, the City requested a cost proposal from the Consultant to continue to provide the Services, and negotiated a fee, in an amount not to exceed \$80,000.00, which was determined to be fair and reasonable and in accordance with industry standards. This will bring the total aggregate cost to an amount not to exceed \$155,000.00.

McKim & Creed is currently providing these services under an existing purchase order funded in FY25, which now has a limited remaining balance. Approval of this Work Authorization will allow the City to issue a new purchase order utilizing FY26 budgeted funds to continue these services without interruption.

Recommendation

It is recommended that the City Commission approve the attached Amendment to the Initial Work Authorization with McKim & Creed for support of the WTP and Sewer Pump Stations' SCADA, in an amount not to exceed \$80,000.00 for a total aggregate amount not to exceed \$155,000.00.

RESOLUTION NO. 2026/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING AND AUTHORIZING EXECUTION OF AN AMENDMENT TO THE WORK AUTHORIZATION WITH MCKIM & CREED, INC. TO PROVIDE CONTINUING ENGINEERING SUPPORT SERVICES RELATED TO THE CONTROL SYSTEM SUPPORT PROJECT AT THE WATER TREATMENT PLANT IN AN INCREASED AMOUNT NOT TO EXCEED \$80,000.00; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, the City of Deerfield Beach (the “City”) and McKim & Creed, Inc. (the “Consultant”) entered into a master CCNA continuing services contract, dated April 12, 2021 pursuant to RFQ #21-11-IG (the “Continuing Contract”), which was renewed for a second one-year period and extended until October 11, 2026; and

WHEREAS, on September 15, 2025, the City and Consultant entered into a Work Authorization for Consultant to provide professional engineering services to provide control system support (the “Work Authorization”), which includes handling the SCADA/PLC programming issues, implementation of VT SCADA Software as well as overseeing any emergencies that may arise (collectively, the “Support”); and

WHEREAS, due to the operational and administrative needs of the Department of Environmental Services, staff has determined that the Consultant’s Support services, as set forth in Exhibit “A” of the Work Authorization, need to continue; and

WHEREAS, the Consultant provided the City with a cost proposal for the continued Support in an additional amount not to exceed \$80,000.00, for a total aggregate Work Authorization amount not to exceed \$155,000.00; and

WHEREAS, staff recommends that the City Commission approve and authorize execution of an amendment to the Work Authorization, attached as Exhibit “1”, (the “Amendment”), for Consultant to continue to provide the Support in an additional amount not to exceed \$80,000.00, for a total aggregate Work Authorization amount not to exceed \$155,000.00.

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 Amendment to the Work Authorization with the Consultant, attached as Exhibit “1”, for the continued Support in an additional amount not to exceed \$80,000.00, for a total aggregate Work Authorization amount not to exceed \$155,000.00.

Section 3. The City Manager is hereby authorized to execute the Amendment to the Work Authorization, 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

AMENDMENT TO THE WORK AUTHORIZATION BETWEEN CITY OF DEERFIELD BEACH AND MCKIM & CREED, INC. FOR PROFESSIONAL ENGINEERING SERVICES RELATED TO THE CONTROL SYSTEM SUPPORT PROJECT AT THE WATER TREATMENT PLANT

This Amendment to the Work Authorization dated September 15, 2025 (the "Amendment") is entered into this ____ day of _____, 2026 (the "Effective Date"), by and between City of Deerfield Beach, a municipal corporation of the State of Florida, (the "City") and McKim & Creed, Inc., a Foreign Profit Corporation authorized to do business in the State of Florida (the "Consultant").

RECITALS

WHEREAS, the City and the Consultant entered into a master CCNA continuing services contract dated April 12, 2021 pursuant to RFQ #21-11-IG, (the "Continuing Contract") and Consultant has been approved to provide the services contemplated herein; and

WHEREAS, the Continuing Contract was renewed by the parties for a one-year period effective April 12, 2025 through April 11, 2026, and has been extended until October 11, 2026; and

WHEREAS, pursuant to Resolution No. 2025/161, the City and Consultant entered into a Work Authorization on September 15, 2025 (the "Work Authorization") for Consultant to provide professional engineering support services for the control system support project on an as needed basis at the Water Treatment Plant in an amount not to exceed \$75,000.00; and

WHEREAS, due to the operational and administrative needs of the Department of Environmental Services, it has been determined that the Consultant's services need to continue under the same terms and conditions of the Work Authorization in an additional amount not to exceed \$80,000.00, for a total aggregate Work Authorization amount not to exceed \$155,000.00.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, and covenants, hereinafter set forth, City and Consultant agree as follows:

1. That the above referenced "Whereas" clauses are true and correct and made a part of this Amendment.
2. This Amendment shall take effect on the Effective Date and shall expire on October 11, 2026 (the "Term"), unless terminated earlier pursuant to Section 5 of the Work Authorization.

3. Section 3 of the Work Authorization entitled "Compensation" is hereby amended to read as follows:

In consideration for the Services to be performed by Consultant, the City agrees to pay Consultant in an amount not-to-exceed ~~\$75,000.00~~ \$155,000.00 ~~as further detailed in Exhibit "A"~~ which includes the initial scope of services and continued services described in Exhibit "A" of the Work Authorization through the end of the Term. Compensation due to the Consultant shall be payable within 30 calendar days following submission of a proper invoice by the Consultant to the City. In the event of City's termination of this Work Authorization prior to the end of the Work Authorization Term pursuant to Section 5, City shall pay Consultant on a pro-rata basis for the Services performed by Consultant prior to the City's termination of this Work Authorization.

4. All other terms, conditions, and specifications of the Work Authorization shall remain in full force and effect, except as herein amended.

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

CITY

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

ATTEST:

Heather Montemayor, City Clerk

By: _____
Rodney Brimlow, City Manager

Date: _____, 2026.

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

Anthony C. Soroka, City Attorney

AMENDMENT TO THE WORK AUTHORIZATION BETWEEN CITY OF DEERFIELD BEACH AND MCKIM & CREED, INC. FOR PROFESSIONAL ENGINEERING SERVICES RELATED TO THE CONTROL SYSTEM SUPPORT PROJECT AT THE WATER TREATMENT PLANT

ATTEST:

Corporate Secretary

CONSULTANT

McKim & Creed, Inc.

By: _____
Signature

Print Name: _____

Title: _____

Date: _____, 2026.

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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. 2026-143

Agenda Date: 4/14/2026

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2026/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a work authorization with Hazen and Sawyer, P.C. to provide professional engineering services related to the update to the City's Emergency Response Plan and Incident Specific Response Procedures in an amount not to exceed \$39,847.04; providing for execution and an effective date. (Funds from Account #401-300-360-3602-000-53600-50399 - Other Professional Services - Consulting Services)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$39,847.04

Account Name: Other Professional Services - Consulting Services

Account Number: 401-300-360-3602-000-53600-503099

Background/History

The America's Water Infrastructure Act of 2018 (AWIA) requires all community water systems serving populations greater than 3,300 people to prepare an Emergency Response Plan (ERP), which must be reviewed every five years to determine if the plan should be revised, and revisions must be certified to EPA.

The City certified the initial completion of the ERP to the Environmental Protection Agency (EPA) in June 2021 and is required to certify the revisions by June 30, 2026.

The ERP includes Incident Specific Response Procedures (ISRPs) which provide the City's Water Utility with specific information to effectively plan for, investigate, respond to and recover from disaster and emergency events.

As part of its continued efforts to continuously provide clean, safe drinking water to its customers, the City recognizes the need to add to the existing ISRPs to address the emergency events identified in the ERP and beyond.

Three new ISRPs for Drought, Structure Fire/Wildfire, and Hazardous Material Release will be added to the ERP as part of this review and update.

Pursuant to Request for Qualifications #2021-11-IG and Section 287.055, Florida Statutes, the City entered into multiple continuing contracts with qualified firms for the provision of professional

architectural and engineering consulting services on an as needed basis, including a continuing contract with Hazen and Sawyer, P.C. ("Hazen") dated April 12, 2021.

Current Activity

As Hazen has historical and institutional knowledge relating to the City's Water Utility, City staff deemed that Hazen was the most qualified to perform the ERP update and requested a proposal from Hazen.

The City prepared a Work Authorization with Hazen utilizing the terms and conditions of the Continuing Contract and the proposal attached as Exhibit "A" to the Work Authorization, in an amount not to exceed \$39,847.04.

Recommendation

It is recommended that the City Commission approve a Work Authorization with Hazen And Sawyer, P.C. for professional engineering services related to the Emergency Response Plan and Incident Specific Response Procedure Update, in an amount not to exceed \$39,847.04

RESOLUTION NO. 2026/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING A WORK AUTHORIZATION WITH HAZEN AND SAWYER, P.C. TO PROVIDE PROFESSIONAL ENGINEERING SERVICES RELATED TO THE UPDATE TO THE CITY'S EMERGENCY RESPONSE PLAN AND INCIDENT SPECIFIC RESPONSE PROCEDURES IN AN AMOUNT NOT TO EXCEED \$39,847.04; PROVIDING FOR EXECUTION AND AN EFFECTIVE DATE

WHEREAS, the America's Water Infrastructure Act of 2028 ("AWIA") requires all community water systems serving populations greater than 3,000 people to prepare an Emergency Response Plan ("ERP"), which must be reviewed every five years for updates, and such updates must be certified by the Environmental Protection Agency ("EPA"); and

WHEREAS, in June of 2021, the City certified its initial completion of the City's ERP to EPA, and the ERP must be reviewed by June 30, 2026 to determine if the plan should be revised and recertified by EPA; and

WHEREAS, the City's ERP includes Incident Specific Response Procedures (the "ISRPs"), which provide the City's water utility with specific information to effectively plan for, investigate, respond to and recover from disaster and emergency events; and

WHEREAS, the City recognizes the need to update the existing ISRPs to include three new ISRPs for drought, structure fire/wildfire, and hazardous material release to assist with the City's continued efforts to provide clean and safe drinking water to its customers; and

WHEREAS, pursuant to Request for Qualifications #2021-11-IG and Section 287.055, Florida Statutes, the City entered into multiple continuing contracts with qualified firms for the provision of professional architectural and engineering services on an as needed basis, including a continuing contract with Hazen and Sawyer, P.C. ("Hazen") dated April 12, 2021, and renewed and extended until October 11, 2026 (the "Continuing Contract"); and

WHEREAS, Hazen has historical and institutional knowledge relating to the City's Water Utility, and the Department determined Hazen is the most qualified firm to perform the required engineering services related to the development and preparation of the update to the City's ERP, including the new ISRPs, as further described in Exhibit "A" to the Work Authorization (collectively, the "Services"); and

WHEREAS, the Department requested a proposal from Hazen for the Services and negotiated a project scope and fee in an amount not to exceed \$39,847.04, which staff has determined to be fair and reasonable and in accordance with industry standards; and

WHEREAS, staff recommends the City Commission approve and authorize execution of the Work Authorization with Hazen, attached as Exhibit "1", (the "Work Authorization") for the Services in an amount not to exceed \$39,847.04.

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 Work Authorization with Hazen, attached as Exhibit "1", for the Services in an amount not to exceed \$39,847.04.

Section 3. The City Manager is hereby authorized to execute the Work Authorization with Hazen, attached as Exhibit "1", consistent with the terms of the Continuing Contract, together with such additional terms as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

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

Section 5. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2026.

CITY OF DEERFIELD BEACH

TODD DROSKY, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

WORK AUTHORIZATION BETWEEN CITY OF DEERFIELD BEACH AND HAZEN AND SAWYER, P.C. FOR PROFESSIONAL ENGINEERING SERVICES FOR THE PREPARATION AND DEVELOPMENT OF THE UPDATE TO THE EMERGENCY RESPONSE PLAN AND INCIDENT SPECIFIC RESPONSE PROCEDURES

This Work Authorization is entered into this ____ day of _____, 2026, (the "Execution Date") by and between City of Deerfield Beach, a municipal corporation of the State of Florida, (the "City") and Hazen and Sawyer, P.C., a Foreign Profit Corporation authorized to do business in the State of Florida (the "Consultant").

RECITALS

WHEREAS, the City and the Consultant entered into a master CCNA continuing services contract, dated April 12, 2021, pursuant to RFQ #21-11-IG, (the "Continuing Contract") and Consultant has been approved to provide the services contemplated herein; and

WHEREAS, the Continuing Contract was renewed by the parties for a one-year period and has been extended by the parties until October 11, 2026; and

WHEREAS, the City and the Consultant desire to enter into this Work Authorization for the Consultant to perform professional engineering services, as more specifically set forth in Exhibit "A" of this Work Authorization, pursuant to the terms and conditions of the Continuing Contract.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, and covenants, hereinafter set forth, City and Consultant agree as follows:

SECTION 1
RECITALS

The above recitals are acknowledged and incorporated herein to this Work Authorization.

SECTION 2
SCOPE OF SERVICES

Consultant agrees to perform certain professional engineering services for the City, as more specifically described in the Scope of Services attached as Exhibit "A" to this Work Authorization (the "Services"), and in accordance with the terms and conditions set forth herein and in the Continuing Contract, during the Term and within the timeline provided for in this Work Authorization.

SECTION 3
COMPENSATION

In consideration for the Services to be performed by Consultant, the City agrees to pay Consultant in an amount not-to-exceed \$39,847.04 as further detailed in Exhibit "A".

Compensation due to the Consultant shall be payable within 30 calendar days following submission of a proper invoice by the Consultant to the City. In the event of City's termination of this Work Authorization prior to the end of the Work Authorization Term pursuant to Section 5, City shall pay Consultant on a pro-rata basis for the Services performed by Consultant prior to the City's termination of this Work Authorization.

SECTION 4
TERM OF WORK AUTHORIZATION

The term of this Work Authorization shall commence upon the date of execution by the Parties and shall remain in effect until the Services are completed to the City's satisfaction (the "Term"), unless terminated earlier pursuant to Section 5 of this Work Authorization.

SECTION 5
TERMINATION OF WORK AUTHORIZATION

City may terminate this Work Authorization for convenience by giving the Consultant 30 days' advance written notice. The termination of this Work Authorization shall not relieve either party of any liability that accrued prior to such termination and any such accrued liability shall survive the termination of this Work Authorization.

SECTION 6
CONTINUING CONTRACT

The Services to be provided by Consultant pursuant to this Work Authorization shall comply with all of the terms and conditions set forth in the Continuing Contract between City and Consultant, which by this reference is incorporated into this Work Authorization in its entirety. In the event there is a conflict between the terms of this Work Authorization and the Continuing Contract, the terms of the Continuing Contract shall prevail.

SECTION 7
INDEPENDENT CONSULTANT

Consultant is an independent Consultant under this Work Authorization. Services provided by Consultant shall be by employees or sub-consultants of Consultant and subject to supervision by Consultant, and not as officers, employees or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, travel, per diem policy, and purchasing policies under the Work Authorization shall be the sole responsibility of Consultant. Consultant shall have no rights under the City's worker's compensation, employment, insurance benefits or similar laws or benefits.

SECTION 8
INDEMNIFICATION / HOLD HARMLESS CLAUSE

Consultant shall indemnify and hold harmless City, its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of Consultant, and other persons employed or utilized by Consultant in the performance of this Work Authorization. The provisions of this section shall survive the expiration or earlier termination of this Work Authorization. To the extent considered necessary by Contract Administrator and City Manager, any sums due Consultant under this Work Authorization may be retained by City until all of City's claims for indemnification pursuant to this Work Authorization and the Services provided have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City. Nothing in this Work Authorization or the Continuing Contract shall be deemed or treated as a waiver by the City of any immunity 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.

SECTION 9
INSURANCE

9.1 The CONSULTANT shall satisfy the insurance requirements stated herein. The CONSULTANT shall not commence the work or otherwise perform the work as required by the applicable Work Authorization and/or Notice to Proceed until the requirements stated herein are met and the Certificate(s) of Insurance is approved by the CITY. The CONSULTANT shall assume full responsibility and expense to obtain all necessary insurance.

9.2 General

9.2.1 The Consultant shall furnish to the Contract Administrator a Certificate of Insurance or endorsements evidencing the insurance coverage specified herein within fifteen (15) calendar days after the effective date of this Agreement. The required Certificates of Insurance shall name the types of policies provided, refer specifically to the Agreement, and state that such insurance is as required by this Contract. CONSULTANT's failure to provide to CITY the Certificates of Insurance or endorsements evidencing the insurance coverage within fifteen (15) calendar days shall provide the basis for the termination of the Agreement.

9.2.2 Such policy or policies shall be without any deductible amount unless otherwise noted in this Agreement and shall be issued by approved companies authorized to do business in the State of Florida, and having agents upon whom service of process may be made in Broward County, Florida. Consultant shall pay all deductible amounts, if any. Consultant shall specifically protect City and the Deerfield Beach City Commission by naming City and the Deerfield Beach City Commission as additional insured under the Commercial Liability Policy, Business Automobile Liability policy as well as on any Excess Liability Policy coverage.

9.2.3 Coverage is not to cease and is to remain in force (subject to cancellation

notice) until all performance required of Consultant is complete including all renewal terms. All policies must be endorsed to provide City with at least thirty (30) days' notice of expiration, cancellation and/or restriction. If any of the insurance coverages will expire prior to the completion of any Project, copies of renewal policies shall be furnished at least thirty (30) days prior to the date of their expiration.

9.2.4 City reserves the right to review and revise any insurance requirements at the time of renewal or amendment of this Contract, including, but not limited to, deductibles, limits, coverage, and endorsements based on insurance market conditions affecting the availability or affordability of coverage, or changes in the scope of work or specifications that affect the applicability of coverage. If CONSULTANT uses a Subconsultant, CONSULTANT shall ensure that Subconsultant names CITY and the Deerfield Beach City Commission as additional insured under the Commercial Liability Policy as well as on any Excess Liability Policy coverage.

9.3 CONSULTANT shall, at a minimum, provide, pay for, and maintain in force at all times during the term of this Agreement the following insurance:

Commercial Liability Insurance - A Commercial Liability Insurance Policy shall be provided which shall contain limits of no less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury liability, personal injury liability and property damage liability on a per project basis, and shall contain limits of no less than a Two Million Dollars (\$2,000,000.00) aggregate. Coverage must be afforded on a form no more restrictive than CG 20 10 10 01 and CG 20 37 10 01 Commercial Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include: premises and operations, independent contractors, products and/or completed operations for contracts, broad form contractual coverage applicable to this specific Contract including any hold harmless and/or indemnification Contract, personal injury coverage with employee and contractual exclusions removed and policy limits shall be applied on a primary and non-contributory basis.

Professional Liability (Errors & Omissions) Insurance - Professional Liability Insurance with the limits of liability provided by such policy for each claim and on a claim made basis or on an occurrence basis to be no less than one million Dollars (\$1,000,000) per occurrence with a limit of no less than two million dollars (\$2,000,000) aggregate with a deductible per claim not to exceed ten percent (10%) of the limit of liability. CONSULTANT shall notify the CITY in writing within thirty (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 design a project to meet its functional intent. If it is determined during construction of a project that changes must be made due to CONSULTANT's negligent errors and omissions, CONSULTANT shall promptly rectify them at no cost to CITY and shall be responsible for additional costs, if

any, of a project to the proportional extent caused by such negligent errors or omissions.

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).

Workers Compensation Insurance - Workers' Compensation insurance to apply for all employees in compliance with Chapter 440, Florida Statutes, as may be amended from time to time, the "Workers' Compensation Law" of the State of Florida, and all applicable Federal laws. In addition, the policy(ies) must include employers' liability with a limit of One Million Dollars (\$1,000,000.00) each accident, One Million Dollars (\$1,000,000.00) aggregate limit by disease and One Million Dollars (\$1,000,000.00) each employee by disease. Additionally, if there will be operations undertaken on, about or over navigable waterways, evidence of a coverage endorsement for U.S. Longshoremen and Harbor Workers Act (USL&H), and/or Jones Act, for maritime laws coverage shall be included. The Policy shall include a waiver of subrogation for all liability arising out of this contract. If exempt for Worker's Compensation, proper documentation shall be provided.

SECTION 10
NON-APPROPRIATION OF FUNDS

In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal year for payments due under this Work Authorization, then the City, upon written notice to Consultant of such occurrence, shall have the unqualified right to terminate this Work Authorization without any penalty or expense to the City.

SECTION 11
MISCELLANEOUS

Consultant shall, without additional expense to the City, be responsible for paying any taxes, obtaining any necessary licenses and for complying with all applicable federal, state, county, and municipal laws, ordinances and regulations in connection with the performance of the Services specified herein.

SECTION 12
AUDIT AND INSPECTION RIGHTS

- 12.1 The City may, at reasonable times, and for a period of up to three (3) years following the date of final performance of Services by Consultant under this Work Authorization, audit, or cause to be audited, those books and records of Consultant that are related to Consultant's performance under this Work Authorization. Consultant agrees to

maintain all such books and records at its principal place of business for a period of three (3) years after final payment is made under this Work Authorization.

- 12.2 The City may, at reasonable times during the term hereof, perform such inspections, as the City deems reasonably necessary, to determine whether the services required to be provided by Consultant under this Work Authorization conform to the terms of this Work Authorization. Consultant shall make available to the City all reasonable assistance to facilitate the performance of inspections by the City's representatives.

SECTION 13
AMENDMENTS AND ASSIGNMENT

- 13.1 This Work Authorization together with Exhibit "A" and all negotiations and oral understandings between the parties are merged herein. The terms and conditions set forth in this Work Authorization supersede any and all previous agreements, promises, negotiations or representations, except as otherwise provided in Section 6. Any other agreements, promises, negotiations or representations not expressly set forth in this Work Authorization are of no force and effect.
- 13.2 No modification, amendment or alteration of the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality as this Work Authorization.
- 13.3 Consultant shall not transfer or assign the performance of Services called for in the Work Authorization without the prior written consent of the City, which may be withheld or conditioned in the City's sole discretion.

SECTION 14
NOTICES

Whenever either party desires to give notice to the other, it must be given by written notice in accordance with the requirements of Notices section of the Continuing Contract.

SECTION 15
GOVERNING LAW AND VENUE

This Work Authorization shall be construed in accordance with, and governed by, the laws of the State of Florida. Venue for any action arising out of, or relating to this Work Authorization shall be in Broward County, Florida.

SECTION 16
HEADINGS, CONFLICT OF PROVISIONS,
WAIVER OR BREACH OF PROVISIONS

Headings are for convenience of reference only and shall not be considered in any interpretation of this Work Authorization. In the event of conflict between the terms of this Work Authorization and any terms or conditions contained in any attached documents, the terms in this Work Authorization shall prevail. No waiver or breach of any provision of this

Work Authorization shall constitute a waiver of any subsequent breach of the same or any other provision, and no waiver shall be effective unless made in writing.

SECTION 17
NON-DISCRIMINATION

Consultant represents and warrants to the City that Consultant does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with Consultant's performance under this Work Authorization on account of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of services. Consultant further covenants that no otherwise qualified individual shall, solely by reason of his/her race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of services, be excluded from participation in, be denied services, or be subject to discrimination under any provision of this Work Authorization.

SECTION 18
PUBLIC RECORDS

Consultant understands that the public shall have access, at all reasonable times, to all documents and information pertaining to City contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the City and the public to all documents subject to disclosure under applicable law. Consultant's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Work Authorization by the City.

SECTION 19
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 Work Authorization, Consultant shall submit the required Affidavit, which will be provided by the City's Procurement Division.

SECTION 20
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 Work Authorization, Consultant shall submit the required Affidavit, which will be provided by the City's Procurement Division.

SECTION 21
SEVERABILITY

If any provision of this Work Authorization or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Work Authorization, 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 22
SURVIVAL

All representations and other relevant provisions herein shall survive and thereby continue in full force and effect, upon termination of this Work Authorization.

SECTION 23
JOINT PREPARATION

The parties hereto acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein, including the Continuing Contract, and that the preparation of this Work Authorization has been a joint effort of the parties, the language has been agreed to by parties to express their mutual intent 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.

[THIS SPACE LEFT INTENTIONALLY BLANK]

WORK AUTHORIZATION BETWEEN CITY OF DEERFIELD BEACH AND HAZEN AND SAWYER, P.C. FOR PROFESSIONAL ENGINEERING SERVICES FOR THE PREPARATION AND DEVELOPMENT OF THE UPDATE TO THE EMERGENCY RESPONSE PLAN AND INCIDENT SPECIFIC RESPONSE PROCEDURES

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

ATTEST:

Heather Montemayor, City Clerk

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

Anthony C. Soroka, City Attorney

Attest:

Corporate Secretary

Witnesses:

Signature

Signature

CITY

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

By: _____
Rodney Brimlow, City Manager

Date: _____, 2026.

CONSULTANT

By: _____
Signature

Print Name: _____

Title: _____

Date: _____, 2026.

EXHIBIT A SCOPE OF SERVICES

Consultant shall provide professional engineering services for the Emergency Response Plan and Incident Specific Response Procedures Update Project as follows:

PROJECT BACKGROUND

America's Water Infrastructure Act of 2018 (AWIA) requires all community water systems serving populations greater than 3,300 persons to prepare an Emergency Response Plan (ERP) that contains the following elements:

- Strategies and resources to improve the resilience of the system, including the physical security and cybersecurity of the system
- Plans and procedures that can be implemented, and identification of equipment that can be utilized, in the event of a malevolent act or natural hazard that threatens the delivery of safe drinking water
- Actions, procedures, and equipment that lessen the impact of a malevolent act or natural hazard, including the development of alternative source water options, relocation of water intakes, and construction of flood protection barriers
- Strategies that aid in the detection of malevolent acts or natural hazards that threaten the security or resilience of the water system.

The City certified the initial completion of the ERP to the Environmental Protection Agency (EPA) in June 2021. The ERP must be reviewed every five years to determine if the plan should be revised, and revisions must be certified to EPA. This is the first round of review since the original rule promulgation.

The ERP includes Incident Specific Response Procedures (ISRPs) which provide the City's Water Utility with specific information to effectively plan for, investigate, respond to and recover from disaster and emergency events. As part of its continued

efforts to continuously provide clean, safe drinking water to its customers, the City recognizes the need to add to the existing ISRPs to address the emergency events identified in the ERP and beyond. Three (3) new ISRPs for Drought, Structure Fire/Wildfire, and Hazardous Material Release will be added to the ERP as part of this review and update. The suggested format for the ISRPs will be primarily based on the previously adopted ISRP format incorporated into the existing ERP.

SCOPE OF SERVICES

The following tasks provide professional services for the ERP and ISRP update. Services include:

- Task 1 – ERP Update and ISRP Development
- Task 2 – Revise ERP and Draft ISRP Sections

Task 1: Emergency Response Plan Update and ISRP Development

- a) Initial ERP Review: Consultant will review the existing ERP to conduct a gap analysis and identify any additional information to be reviewed.
- b) Kickoff Meeting and Project Coordination: Consultant shall conduct a kickoff meeting with the City to identify utility staff and external partners to participate in the ERP and ISRP update (including utility leaders, finance, human resources, operations, field, customer-service staff, police department, fire department, emergency medical services and the City's Risk Manager), discuss utility background/history in the associated emergencies and emergency exercises, and identify any additional information to be reviewed. Information including existing emergency plans/information that were previously provided electronically by the City will be reviewed by the Consultant team before the kickoff meeting.
- c) Workshop and Data Collection: Consultant shall conduct a workshop with City ISRP Teams, and representatives from outside agencies such as City/County emergency management, police, fire, Haz-mat, Department of Environmental Protection, and others related to emergency response. It is paramount that decision-makers for the City attend this workshop so that the contents of the ISRPs contain procedures with leadership approval.

This workshop shall include development of three (3) ISRPs for emergency response procedures for Drought, Structure Fire/Wildfire, and Hazardous Material Release. Consultant shall utilize and further develop the City's existing response actions in development of these response procedures. The development of the ISRPs in conjunction with the ERP update will allow the City to satisfy EPA's AWIA compliance requirements while providing an actionable master document that will be useful for emergency planning and response activities.

Task 2: Revise ERP and Draft ISRP Sections

Based on information gained from earlier tasks and industry guidance, Consultant shall revise ERP and include the draft Drought, Structure Fire/Wildfire, and Hazardous Material Release ISRPs. The document will be reviewed during a

second workshop with the City Team. This workshop will consist of discussions to check the information throughout the document.

City will provide additional changes/comments on the draft ERP within two weeks after the workshop. Consultant shall update the existing ERP, including the final version of the three (3) new ISRPs and deliver to the City electronically.

BASIS OF COMPENSATION

Compensation shall be as set forth in Section 3 of this Work Authorization. The not to exceed amount set forth in Section 3 of the Work Authorization is summarized below. Consultant may reallocate labor budgets between tasks provided the total budget is not exceeded. Additional services over and beyond those defined in the scope above will be subject to additional compensation to be mutually agreed upon by both City and Consultant. The Compensation may only be exceeded upon written authorization by the City otherwise, Consultant will complete the Scope of Services for the not to exceed amount.

	Vice President	Senior Associate	Senior Principal Engineer	Assistant Engineer II	Total Hours	Labor Cost
HOURLY BILLING RATES	\$343.98	\$303.43	\$205.53	\$118.30		
Task 1 – ERP Update and ISRP Development	8	24	32	28	92	\$19,923.52
Task 2 - Revise ERP and Draft ISRP Sections	8	24	32	28	92	\$19,923.52
Total Hours	16	48	64	56	184	\$39,847.04

SCHEDULE

The services for the ERP and ISRPs are anticipated to be completed within approximately five (5) months of Notice to Proceed and receipt of all information requested from the City by Consultant.

ASSUMPTIONS

1. The City will coordinate with non-utility agency staff (such as from police or fire departments) who are part of the ERP Team. The City will provide documents for review electronically.
2. All existing documents will be provided by the City in electronic files which can be utilized in the revised ERP and three ISRPs.
3. The City’s existing ERP will serve as the base document for updating. The City will provide Consultant with the latest version of electronic files (word

format) for updating.

4. The City will certify via the online portal to the Administrator of the EPA that the ERP has been completed, sending written confirmation to Consultant.
5. The level of effort associated with this work authorization is based on developing three specific ISRPs that will be incorporated into the City's ERP. Further, these three ISRPs are primarily a summary of information that exists within the City. Consultant will base all information on the City's existing standard procedures.



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2026-165

Agenda Date: 4/14/2026

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2026/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a work authorization with Hazen and Sawyer, P.C. to provide professional engineering services related to the West Water Treatment Plant Injection Well IW-2 Permitting Project in an amount not to exceed \$81,360.00; providing for execution and an effective date. (Funds from Account #413-300-360-3602-000-53600-506530 - Other Professional Services)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$81,360.00

Account Name: Other Professional Services

Account Number: 413-300-360-3602-000-53600-506530

Background/History

The City owns and operates a Class I Industrial Injection Well System for the disposal of membrane concentrate at the West Water Treatment Plant.

Over the past 10 years, the City has experienced costly disposal system performance and capacity loss issues. On February 2, 2026, FDEP approved an injection well rehabilitation and mechanical integrity testing plan that the City prepared with the assistance of the consulting engineering firm Hazen and Sawyer, P.C. (Hazen).

The Department of Environmental Services has determined that injection well rehabilitation planned for this year, modifications to the concentrate pumping system to reduce scale formation, and a second/redundant injection well, are necessary for reliable operation of the membrane concentrate disposal system, both to accommodate future capacity and to avoid costly emergency discharges to the Broward County wastewater collection system.

Obtaining an FDEP UIC Class I injection well permit for construction and testing of a second/redundant injection well is a critical path step in the process, and takes approximately a year of agency review and processing to receive the 5-year permit.

Current Activity

After considering the qualifications of the City's continuing contractors, City staff deemed Hazen and Sawyer as the most qualified to perform the construction administration services for the Project, as they have specialized UIC expertise and institutional knowledge relating to the City's injection well

system. Therefore, the City requested a proposal from Hazen and negotiated a project scope and fee in an amount not to exceed \$81,360.00, which was determined to be fair and reasonable and in accordance with industry standards.

Recommendation

It is recommended that the City Commission approve a Work Authorization with Hazen and Sawyer, P.C. to provide professional engineering services for the permitting of injection well IW-2 at the Water Treatment Plant, for an amount not to exceed \$81,360.00.

RESOLUTION NO. 2026/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING A WORK AUTHORIZATION WITH HAZEN AND SAWYER, P.C. TO PROVIDE PROFESSIONAL ENGINEERING SERVICES RELATED TO THE WEST WATER TREATMENT PLANT INJECTION WELL IW-2 PERMITTING PROJECT IN AN AMOUNT NOT TO EXCEED \$81,360.00; PROVIDING FOR EXECUTION AND AN EFFECTIVE DATE

WHEREAS, the City owns and operates a Class 1 Industrial Injection Well System for the disposal of membrane concentrate at the West Water Treatment Plant; and

WHEREAS, on February 2, 2026, the Florida Department of Environmental Protection (“FDEP”) approved an injection well rehabilitation and mechanical integrity testing plan, which the City prepared with the assistance of Hazen and Sawyer, P.C., a professional engineering firm; and

WHEREAS, FDEP has determined that the rehabilitation of the injection well, along with modifications to the concentrate pumping system to reduce scale formation, and the inclusion of a second/redundant injection well, are necessary for reliable operation of the City’s membrane concentrate disposal system (the “Project”), which will accommodate future capacity and avoid costly emergency discharges to the Broward County wastewater collection system; and

WHEREAS, in order to implement the Project, the City needs to obtain a FDEP UIC Class I Injection Well permit for the construction and testing of a second/redundant injection well, which is a critical path step in the process and takes approximately a year of agency review and processing to receive the five year permit; and

WHEREAS, pursuant to Request for Qualifications #2021-11-IG and Section 287.055, Florida Statutes, the City entered into multiple continuing contracts with qualified firms for the provision of professional architectural and engineering services on an as needed basis, including a continuing contract with Hazen and Sawyer, P.C. (“Hazen”), dated April 12, 2021, which was renewed and extended until October 11, 2026 (the “Continuing Contract”); and

WHEREAS, as Hazen has been involved with the initial phase of the Project and assisted in the Plan approved by FDEP, and after reviewing the qualifications of the City’s continuing contractors, City staff determined Hazen is the most qualified firm for the required engineering services to assist with the permitting process for the Project (the “Services”); and

WHEREAS, City staff requested a proposal from Hazen for the Services and negotiated a project scope and fee in an amount not to exceed \$81,360.00, which staff determined to be fair and reasonable and in accordance with industry standards; and

WHEREAS, City staff recommends that the City Commission approve and authorize execution of the Work Authorization with Hazen, attached as Exhibit “1”, (the “Work Authorization”) in an amount not to exceed \$81,360.00 for the Services more specifically set forth in Exhibit “A” to the Work Authorization.

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 Work Authorization with Hazen, attached as Exhibit “1”, for the Services in an amount not to exceed \$81,360.00.

Section 3. The City Manager is hereby authorized to execute the Work Authorization with Hazen, attached as Exhibit “1”, consistent with the terms of the Continuing Contract, together with such additional terms as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

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

Section 5. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2026.

CITY OF DEERFIELD BEACH

TODD DROSKY, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

**WORK AUTHORIZATION BETWEEN THE CITY OF DEERFIELD BEACH
AND HAZEN AND SAWYER P.C. FOR PROFESSIONAL ENGINEERING SERVICES
RELATED TO THE WEST WATER TREATMENT PLANT
INJECTION WELL IW-2 PERMITTING PROJECT**

This Work Authorization is entered into this ____ day of _____, 2026, (the “Execution Date”) by and between the City of Deerfield Beach, a municipal corporation of the State of Florida, (the “City”) and Hazen and Sawyer, P.C., a Foreign Profit Corporation authorized to do business in the State of Florida (the “Consultant”).

RECITALS

WHEREAS, the City and the Consultant entered into a master CCNA continuing services contract, dated April 12, 2021, pursuant to RFQ #21-11-IG (the “Continuing Contract”) and Consultant has been approved to provide the services contemplated herein; and

WHEREAS, the Continuing Contract was renewed and extended by the parties until October 11, 2026; and

WHEREAS, the City and the Consultant desire to enter into this Work Authorization for the Consultant to perform professional engineering services as more specifically set forth in Exhibit “A” of this Work Authorization.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, and covenants, hereinafter set forth, City and Consultant agree as follows:

SECTION 1
RECITALS

The above recitals are acknowledged as true and correct and are incorporated into this Work Authorization.

SECTION 2
SCOPE OF SERVICES

Consultant agrees to perform certain professional engineering services for the City, as more specifically described in the Scope of Services, attached and incorporated herein as Exhibit “A”, (collectively, the “Services”) in accordance with the terms and conditions herein and in the Continuing Contract during the Term and within the timeline provided for in this Work Authorization.

SECTION 3
COMPENSATION

In consideration for the Services to be performed by Consultant, the City agrees to pay Consultant in an amount not-to-exceed \$81,360.00, as further detailed in Exhibit “A”.

Compensation due to the Consultant shall be payable within 30 calendar days following submission of a proper invoice by the Consultant to the City. In the event of City's termination of this Work Authorization prior to the end of the Work Authorization Term pursuant to Section 5, City shall pay Consultant on a pro-rata basis for the Services performed by Consultant prior to the City's termination of this Work Authorization.

SECTION 4
TERM OF WORK AUTHORIZATION

The term of this Work Authorization shall commence upon the date of execution and shall remain in effect until the Services are completed to the City's satisfaction (the "Term"), unless terminated earlier pursuant to Section 5 of this Work Authorization.

SECTION 5
TERMINATION OF WORK AUTHORIZATION

City may terminate this Work Authorization for convenience by giving the Consultant 30 days' advance written notice. The termination of this Work Authorization shall not relieve either party of any liability that accrued prior to such termination and any such accrued liability shall survive the termination of this Work Authorization.

SECTION 6
CONTINUING CONTRACT

The Services to be provided by Consultant pursuant to this Work Authorization shall comply with all of the terms and conditions set forth in the Continuing Contract between City and Consultant, which by this reference is incorporated into this Work Authorization in its entirety. In the event there is a conflict between the terms of this Work Authorization and the Continuing Contract, the terms of the Continuing Contract shall prevail.

SECTION 7
INDEPENDENT CONSULTANT

Consultant is an independent Consultant under this Work Authorization. Services provided by Consultant shall be by employees or sub-consultants of Consultant and subject to supervision by Consultant, and not as officers, employees or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, travel, per diem policy, and purchasing policies under the Work Authorization shall be the sole responsibility of Consultant. Consultant shall have no rights under the City's worker's compensation, employment, insurance benefits or similar laws or benefits.

SECTION 8
INDEMNIFICATION / HOLD HARMLESS CLAUSE

Consultant shall indemnify and hold harmless the City, its officers and employees from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of Consultant, and other persons employed or utilized by Consultant in the performance of this Work Authorization. The provisions of this section shall survive the expiration or earlier termination of this Work Authorization. To the extent considered necessary by Contract Administrator and City Manager, any sums due Consultant under this Work Authorization may be retained by City until all of City's claims for indemnification pursuant to this Work Authorization and the Services provided have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City. Nothing in this Work Authorization or the Continuing Contract shall be deemed or treated as a waiver by the City of any immunity 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.

SECTION 9 **INSURANCE**

9.1 The CONSULTANT shall satisfy the insurance requirements stated herein. The CONSULTANT shall not commence the work or otherwise perform the work as required by the applicable Work Authorization and/or Notice to Proceed until the requirements stated herein are met and the Certificate(s) of Insurance is approved by the CITY. The CONSULTANT shall assume full responsibility and expense to obtain all necessary insurance.

9.2 General

9.2.1 The Consultant shall furnish to the Contract Administrator a Certificate of Insurance or endorsements evidencing the insurance coverage specified herein within fifteen (15) calendar days after the effective date of this Agreement. The required Certificates of Insurance shall name the types of policies provided, refer specifically to the Agreement, and state that such insurance is as required by this Contract. CONSULTANT's failure to provide to CITY the Certificates of Insurance or endorsements evidencing the insurance coverage within fifteen (15) calendar days shall provide the basis for the termination of the Agreement.

9.2.2 Such policy or policies shall be without any deductible amount unless otherwise noted in this Agreement and shall be issued by approved companies authorized to do business in the State of Florida, and having agents upon whom service of process may be made in Broward County, Florida. Consultant shall pay all deductible amounts, if any. Consultant shall specifically protect City and the Deerfield Beach City Commission by naming City and the Deerfield Beach City Commission as additional insured under the Commercial Liability Policy, Business Automobile Liability policy as well as on any Excess Liability Policy coverage.

9.2.3 Coverage is not to cease and is to remain in force (subject to cancellation notice) until all performance required of Consultant is complete including all renewal terms. All policies must be endorsed to provide City with at least thirty (30) days' notice of expiration, cancellation and/or restriction. If any of the insurance coverages will expire prior to the completion of any Project, copies of renewal policies shall be furnished at least thirty (30) days prior to the date of their expiration.

9.2.4 City reserves the right to review and revise any insurance requirements at the time of renewal or amendment of this Contract, including, but not limited to, deductibles, limits, coverage, and endorsements based on insurance market conditions affecting the availability or affordability of coverage, or changes in the scope of work or specifications that affect the applicability of coverage. If CONSULTANT uses a Subconsultant, CONSULTANT shall ensure that Subconsultant names CITY and the Deerfield Beach City Commission as additional insured under the Commercial Liability Policy as well as on any Excess Liability Policy coverage.

9.3 CONSULTANT shall, at a minimum, provide, pay for, and maintain in force at all times during the term of this Agreement the following insurance:

Commercial Liability Insurance - A Commercial Liability Insurance Policy shall be provided which shall contain limits of no less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury liability, personal injury liability and property damage liability on a per project basis, and shall contain limits of no less than a Two Million Dollars (\$2,000,000.00) aggregate. Coverage must be afforded on a form no more restrictive than CG 20 10 10 01 and CG 20 37 10 01 Commercial Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include: premises and operations, independent contractors, products and/or completed operations for contracts, broad form contractual coverage applicable to this specific Contract including any hold harmless and/or indemnification Contract, personal injury coverage with employee and contractual exclusions removed and policy limits shall be applied on a primary and non-contributory basis.

Professional Liability (Errors & Omissions) Insurance - Professional Liability Insurance with the limits of liability provided by such policy for each claim and on a claim made basis or on an occurrence basis to be no less than one million Dollars (\$1,000,000) per occurrence with a limit of no less than two million dollars (\$2,000,000) aggregate with a deductible per claim not to exceed ten percent (10%) of the limit of liability. CONSULTANT shall notify the CITY in writing within thirty (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 design a project to meet its functional intent. If it is determined during construction of a project that changes must be made due to CONSULTANT's negligent errors and omissions, CONSULTANT shall promptly

rectify them at no cost to CITY and shall be responsible for additional costs, if any, of a project to the proportional extent caused by such negligent errors or omissions.

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).

Workers Compensation Insurance - Workers' Compensation insurance to apply for all employees in compliance with Chapter 440, Florida Statutes, as may be amended from time to time, the "Workers' Compensation Law" of the State of Florida, and all applicable Federal laws. In addition, the policy(ies) must include employers' liability with a limit of One Million Dollars (\$1,000,000.00) each accident, One Million Dollars (\$1,000,000.00) aggregate limit by disease and One Million Dollars (\$1,000,000.00) each employee by disease. Additionally, if there will be operations undertaken on, about or over navigable waterways, evidence of a coverage endorsement for U.S. Longshoremen and Harbor Workers Act (USL&H), and/or Jones Act, for maritime laws coverage shall be included. The Policy shall include a waiver of subrogation for all liability arising out of this contract. If exempt for Worker's Compensation, proper documentation shall be provided.

SECTION 10 **NON-APPROPRIATION OF FUNDS**

In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal year for payments due under this Work Authorization, then the City, upon written notice to Consultant of such occurrence, shall have the unqualified right to terminate this Work Authorization without any penalty or expense to the City.

SECTION 11 **MISCELLANEOUS**

Consultant shall, without additional expense to the City, be responsible for paying any taxes, obtaining any necessary licenses and for complying with all applicable federal, state, county, and municipal laws, ordinances and regulations in connection with the performance of the Services specified herein.

SECTION 12 **AUDIT AND INSPECTION RIGHTS**

- 12.1 The City may, at reasonable times, and for a period of up to three (3) years following the date of final performance of Services by Consultant under this Work Authorization, audit, or cause to be audited, those books and records of Consultant that are related to Consultant's performance under this Work Authorization. Consultant agrees to maintain all such books and records at its principal place of business for a period of three (3) years after final payment is made under this Work Authorization.
- 12.2 The City may, at reasonable times during the term hereof, perform such inspections, as the City deems reasonably necessary, to determine whether the services required to be provided by Consultant under this Work Authorization conform to the terms of this Work Authorization. Consultant shall make available to the City all reasonable assistance to facilitate the performance of inspections by the City's representatives.

SECTION 13
AMENDMENTS AND ASSIGNMENT

- 13.1 This Work Authorization together with Exhibit "A" and all negotiations and oral understandings between the parties are merged herein. The terms and conditions set forth in this Work Authorization supersede any and all previous agreements, promises, negotiations or representations, except as otherwise provided in Section 6. Any other agreements, promises, negotiations or representations not expressly set forth in this Work Authorization are of no force and effect.
- 13.2 No modification, amendment or alteration of the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality as this Work Authorization.
- 13.3 Consultant shall not transfer or assign the performance of Services called for in the Work Authorization without the prior written consent of the City, which may be withheld or conditioned in the City's sole discretion.

SECTION 14
NOTICES

Whenever either party desires to give notice to the other, it must be given by written notice in accordance with the requirements of Notices section of the Continuing Contract.

SECTION 15
GOVERNING LAW AND VENUE

This Work Authorization shall be construed in accordance with, and governed by, the laws of the State of Florida. Venue for any action arising out of, or relating to this Work Authorization shall be in Broward County, Florida.

SECTION 16

**HEADINGS, CONFLICT OF PROVISIONS,
WAIVER OR BREACH OF PROVISIONS**

Headings are for convenience of reference only and shall not be considered in any interpretation of this Work Authorization. In the event of conflict between the terms of this Work Authorization and any terms or conditions contained in any attached documents, the terms in this Work Authorization shall prevail. No waiver or breach of any provision of this Work Authorization shall constitute a waiver of any subsequent breach of the same or any other provision, and no waiver shall be effective unless made in writing.

**SECTION 17
NON-DISCRIMINATION**

Consultant represents and warrants to the City that Consultant does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with Consultant's performance under this Work Authorization on account of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of services. Consultant further covenants that no otherwise qualified individual shall, solely by reason of his/her race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of services, be excluded from participation in, be denied services, or be subject to discrimination under any provision of this Work Authorization.

**SECTION 18
PUBLIC RECORDS**

Consultant understands that the public shall have access, at all reasonable times, to all documents and information pertaining to City contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the City and the public to all documents subject to disclosure under applicable law. Consultant's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Work Authorization by the City.

**SECTION 19
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 Work Authorization, Consultant shall submit the required Affidavit, which will be provided by the City's Procurement Division.

**SECTION 20
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 Work Authorization, Consultant shall submit the required Affidavit, which will be provided by the City's Procurement Division.

SECTION 21
SEVERABILITY

If any provision of this Work Authorization or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Work Authorization, 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 22
SURVIVAL

All representations and other relevant provisions herein shall survive and thereby continue in full force and effect, upon termination of this Work Authorization.

SECTION 23
JOINT PREPARATION

The parties hereto acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein, including the Continuing Contract, and that the preparation of this Work Authorization has been a joint effort of the parties, the language has been agreed to by parties to express their mutual intent 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.

[THIS SPACE LEFT INTENTIONALLY BLANK]

**WORK AUTHORIZATION BETWEEN THE CITY OF DEERFIELD BEACH
AND HAZEN AND SAWYER P.C. FOR PROFESSIONAL ENGINEERING SERVICES
RELATED TO THE WEST WATER TREATMENT PLANT
INJECTION WELL IW-2 PERMITTING PROJECT**

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

CITY

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

ATTEST:

Heather Montemayor, City Clerk

By: _____
Rodney Brimlow, City Manager

Date: _____, 2026.

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

Anthony C. Soroka, City Attorney

CONSULTANT

Attest:

Corporate Secretary

Witnesses:

Signature

Signature

By: _____
Signature

Print Name: _____

Title: _____

Date: _____, 2026.

EXHIBIT “A” SCOPE OF SERVICES

Consultant shall provide professional engineering services for the Florida Department of Environmental Protection Underground Injection Control permitting of a second Class I injection well (IW-2) at the CITY’s West Water Treatment Plant Project as follows:

1. PROJECT BACKGROUND

The CITY owns and operates a Class I Industrial injection well system for disposal of membrane concentrate at the West Water Treatment Plant under the Florida Department of Environmental Protection (FDEP) Underground Injection Control (UIC) Operation Permit 0128648-007-UO/11, issued November 21, 2024. Under this permit, the CITY relies on a single injection well primarily for disposal of nanofiltration and reverse osmosis membrane reject (or concentrate). The permitted emergency disposal method when the injection well is out of service is to divert flow to the Broward CITY Regional wastewater collection system.

The performance of the injection well system, including the pump station, piping and well has declined again over the past year, following successful rehabilitations in 2017 and 2024. The rate of scale formation and system capacity loss has rendered the injection well system inoperable since January 2025. The CITY has taken the initial steps to rehabilitate the injection well system in 2026 and to design treatment facility modifications to reduce scale formation. It is recommended that the CITY use the rehabilitated injection well infrequently and preferably only during emergencies until the treatment facility modifications have been implemented.

Therefore, in parallel to the existing injection well (IW-1) rehabilitation, the CITY has requested Hazen and Sawyer to permit a second injection well (IW-2) for system redundancy. The second injection well will be sited within 150 feet of the existing dual-zone monitoring well, DZMW-1. The CITY is currently relying on backup disposal of concentrate to the Broward County wastewater collection system—a temporary solution with a significant monthly cost.

2. SCOPE OF SERVICES:

The following tasks provide professional services for permitting a second deep injection well. Services include:

- Task 1 – Project Initiation and Site Visit
- Task 2 – Preparation of the FDEP UIC Injection Well Construction Permit Application
- Task 3 – Reporting and Regulatory Communication

Task 1 – Project Initiation and Site Visit

1.1 – Project Initiation

CONSULTANT will coordinate and conduct one (1) injection well permitting kick-off meeting with the CITY to review the goals and scope of the UIC application, review the schedule and identify critical path issues. CONSULTANT will prepare kick-off meeting agenda and summary to be submitted to the CITY in electronic format.

1.2 – Site Visit

CONSULTANT will perform a site visit to site the injection well locations and to facilitate the preparation of UIC permitting documents. The purpose of the site visit is to identify the following,

- a. Identify land area needed for construction and access for staging, laydown, and construction staff trailers
- b. Identify connection points for temporary power supply for construction
- c. Identify potable water connection location
- d. Identify potential conflicts with the proposed injection well and existing facilities

Task 2 – Preparation of the Injection Well Construction Permit Application

The CONSULTANT will prepare the permit package for a FDEP UIC Class I Construction and Testing Permit for one injection well, IW-2. The FDEP UIC application will include:

- a. The FDEP Form 62-528.900, Application to Construct/Operate/Abandon Class I, III, or V Injection Well Systems.
- b. A description of the injection well system, pretreatment and intended use of the injection system.
- c. The area of review (AOR) for the site and preparation of the required well inventory within the AOR.
- d. A summary of the regional hydrogeology and hydrogeologic cross-sections of the site and region and create maps and cross sections showing the local and regional geology and hydrogeology.
- e. Proposed monitoring program for the injection well system.
- f. Proposed operating data and procedures.
- g. Preparation of a plugging and abandonment plan, and associated cost estimate.
- h. Preparation of a local government guarantee for execution by the CITY.
- i. Construction and testing procedures.
- j. Preparation of FDEP issued Fact Sheet Submittal Checklist.
- k. Signing, Sealing, and submittal of the application package to FDEP electronically.

Separately, but concurrently, the CONSULTANT will prepare an application for variance from the requirements of FAC Rule 62-521.400(1)(f) establishing a 500-foot setback between Class I Injection wells and potable supply wells. This authorization assumes that the CITY will receive such a variance and does not include siting or permitting of an offsite injection well system or replacement of Biscayne aquifer or Floridan aquifer supply wells.

The CONSULTANT will coordinate and conduct one (1) teleconference with the CITY and FDEP prior to submittal of the application. The draft construction and testing permit application will be submitted to the CITY for review in PDF format. The CONSULTANT will coordinate and conduct a draft FDEP UIC Permit Application meeting with the CITY. A meeting summary and comment response log will be provided to the CITY following the meeting. CONSULTANT will incorporate comments received during the review meeting to produce a final version of the application for transmittal to FDEP.

Task 3 – Post Application Services

The CONSULTANT will provide the CITY with post application services during FDEPs review and processing of the UIC Class I Construction and Testing Permit application. FDEP may issue requests for additional information (RAI) during the processing period and prior to issuance of the Draft Permit. During the FDEP processing period, the CONSULTANT will provide the following services:

- a. Respond to up to two (2) RAIs from FDEP, formal or informal.
- b. Follow-up coordination meetings, as needed, with the CITY.
- c. Review the Draft permit and transmit comments to FDEP (electronic).
- d. Review the NOI and transmit comments to FDEP (electronic).
- e. Review the Final permit (if there are any changes between the Notice of Intent and Final permits).

3. BASIS OF COMPENSATION:

Compensation shall be as set forth in Section 3 of this Work Authorization. The amount not to exceed set forth in Section 3 of the Work Authorization is summarized below. CONSULTANT may reallocate labor budgets between tasks provided the total budget is not exceeded. Additional services over and beyond those defined in the scope above will be subject to additional compensation to be mutually agreed upon by both CITY and CONSULTANT. The Compensation may only be exceeded upon written authorization by CITY otherwise, CONSULTANT will complete the Scope of Services for the not to exceed amount.

	Associate Vice President	Senior Associate	Associate	Senior Principal Scientist	Assistant Scientist	Principal Graphic Designer	Total Hours	Labor Cost
HOURLY BILLING RATES	\$320.00	\$290.00	\$250.00	\$225.00	\$125.00	\$150.00		
Task 1 - Project Initiation and Site Visit	12	0	0	16	0	0	28	\$7,440
Task 2 - Preparation of the Deep Injection Well Construction Permit Application	24	12	24	120	160	24	364	\$67,760
Task 3 - Post Application Services	8	0	0	16	0	0	24	\$6,160
Total Hours	44	12	24	152	160	24	416	\$81,360

4. TIME OF PERFORMANCE:

Activity	Estimated Timeframe/Duration
Project Initiation and Site Visit	2 weeks following NTP
Draft Permit Application	13 weeks following NTP
Final Permit Application	2 weeks following receipt of CITY review comments ¹
Post Application Services	1 week following issuance of Draft, Notice of Intent and Final Permit ¹

¹ Regulatory initial review duration of 6 months approximated based upon prior experience. Actual duration may vary dependent upon agencies' processing, and review periods, or other factors outside of Consultant's control. Draft Construction and Testing Permit expected 9-12 months following submittal of application, based on recent data.

5. ASSUMPTION(S):

CONSULTANT's level of effort is based on the following key assumptions:

- The CITY will pay the permit application fee of \$12,500 directly to FDEP.
- All deliverables will be electronic.
- Surveying services, underground utility locates and geotechnical investigations are not included in this work effort.
- No local minority business enterprise or local small business enterprise participation is included in this work effort.



City of Deerfield Beach

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

Face Sheet File Number: I.D. 2026-91

Agenda Date: 4/14/2026

Status: DEPARTMENTAL BUSINESS

In Control: City Commission

Title

Resolution 2026/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, adopting the Neighborhood Revitalization Beautification Program, attached as Exhibit "A"; approving and authorizing execution of an agreement with Rebuilding Together Broward County, Inc. to implement the program for residential properties within the target area; waiving the requirements for competitive solicitations set forth in Section 38-116 of the Procurement Code; approving the use of target area trust funds in an amount not to exceed \$200,000.00 to fund the program; providing for implementation and an effective date. (Funds from Account #620-500-520-5200-000-55400-508098 - Target Area Trust Fund/Home Rehabilitation)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$200,000

Account Name: Target Area Trust Fund/Home Rehabilitation

Account Number: 620-500-520-5200-000-55400-508098

Background/History

On April 4, 2023, the Department of Economic Development (the "Department") provided the City Commission with a presentation regarding redevelopment in the Central City Area, which included a segment on the revitalization of Dixie Highway Corridor through landscaping improvements. In order to facilitate the redevelopment in the Central City Area, the Department has developed a Neighborhood Revitalization Beautification Program to assist in the residential revitalization of the Dixie Highway Corridor. The intent of the program is to provide minor interior and exterior home improvements and landscaping beautification projects for 40 single-family homes within the Central City Area through the coordination of the projects with a contractor familiar with such revitalization programs. This program is designed to support economic revitalization efforts by addressing physical blight and enhancing the conditions and value of residential properties.

The initiative will operate through a dual-track strategy focused on improving neighborhood appearance while addressing critical housing needs:

1. Curb Appeal Enhancement: Exterior improvements will be provided for approximately 40 single-family homes to enhance neighborhood aesthetics, strengthen community pride, and improve overall property values;
2. Healthy and Safety Remediation: Targeted minor home repairs will be completed to address safety

concerns and preserve the structural integrity of the City's housing stock; and

3. Stakeholder Engagement: The program will incorporate a robust outreach and engagement strategy to encourage resident participation and align neighborhood improvements with the City's broader economic development initiatives.

Adoption of this program supports continued implementation of the Central City Area Redevelopment Plan. Specifically, the initiative advances several key redevelopment strategies:

1. Blight Mitigation: Supports the plan's objective to reduce and prevent blight through direct improvements to residential properties;

2. Catalytic Development: Serves as a stabilizing investment that complements the Dixie Highway Corridor Rezoning Project by fostering a more attractive and well-maintained environment that can encourage additional private investment; and

3. Equitable Revitalization: Prioritizes assistance for distressed properties owned by vulnerable populations, including seniors, veterans, and individuals with disabilities, helping ensure that revitalization efforts are inclusive and supportive of existing residents.

Current Activity

To implement the program, the City desires to contract with Rebuilding Together Broward County, Inc. pursuant to the Best Interest Exemption under the City Code. The selection leverages the organization's specialized expertise in neighborhood revitalization and its ability to coordinate housing improvements and social service resources.

Key program elements include:

1. Target Area: Initial outreach efforts will focus on the target area within District 2, particularly within the Dixie Highway Corridor area. Priority will be given to existing residents whose properties have active code enforcement citations and are within the target area permitted for use of target area trust funds;

2. Implementation Schedule: The contractor will provide monthly progress reports and a comprehensive one-year summary report to ensure program effectiveness and fiscal accountability;

3. Financial Commitment: The contract will be established as a not-to-exceed amount of \$200,000 and will be funded from the target area trust fund; and

4. Administrative Oversight: Program participation will require screening, documentation of homeowner eligibility, and "before and after" photographic documentation of improvements.

Recommendation

Staff recommends adopting the Neighborhood Beautification Program, attached as Exhibit "A", and approving and authorizing execution of the attached agreement with Rebuilding Together Broward County, Inc. to implement the Program within the Target Area utilizing Target Area Trust Funds in the amount of \$200,000.00.

RESOLUTION NO. 2026/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, ADOPTING THE NEIGHBORHOOD REVITALIZATION BEAUTIFICATION PROGRAM, ATTACHED AS EXHIBIT “A”; APPROVING AND AUTHORIZING EXECUTION OF AN AGREEMENT WITH REBUILDING TOGETHER BROWARD COUNTY, INC. TO IMPLEMENT THE PROGRAM FOR RESIDENTIAL PROPERTIES WITHIN THE TARGET AREA; WAIVING THE REQUIREMENTS FOR COMPETITIVE SOLICITATIONS SET FORTH IN SECTION 38-116 OF THE PROCUREMENT CODE; APPROVING THE USE OF TARGET AREA TRUST FUNDS IN AN AMOUNT NOT TO EXCEED \$200,000.00 TO FUND THE PROGRAM; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, on April 3, 2023, the Department of Economic Development (the “Department”) provided the City Commission with a presentation regarding redevelopment in the Central City Area, which included a segment on the revitalization of the Dixie Highway Corridor through landscaping improvements; and

WHEREAS, in order to facilitate the redevelopment in the Central City Area, the Department has developed a Neighborhood Revitalization Beautification Program, attached as Exhibit “A”, (the “Program”) to assist in the revitalization of residential properties within the Central City Area, which includes the Dixie Highway Corridor; and

WHEREAS, the intent of the Program is to provide minor interior and exterior home improvements and landscaping beautifications projects for 40 single-family homes in the District 2 area with a focus on the Dixie Highway Corridor through the coordination of the projects with a contractor familiar with such revitalization programs; and

WHEREAS, the Department intends on implementing the Program to provide minor interior and exterior improvements and landscaping beautification projects for 40 single-family homes within the Target Area through the coordination of the projects with Rebuilding Together Broward County, Inc. (“Rebuilding Together”) pursuant to the Agreement, attached as Exhibit “1”, (the “Agreement”) in an amount not to exceed \$200,000.00; and

WHEREAS, Rebuilding Together has expertise in residential beautification, landscaping and exterior improvement projects and has successfully completed similar municipal projects in Broward County; and

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

WHEREAS, City staff recommends that the City Commission adopt the Program, attached as Exhibit “A”, approve and authorize execution of the Agreement with Rebuilding Together, attached as Exhibit “1”, waive the competitive solicitation requirements as to the Agreement (the “Waiver”), and authorize the use of \$200,000.00 in target area trust funds to fund the Program within the Target Area.

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

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

Section 2. The City Commission hereby adopts the Neighborhood Revitalization Beautification Program, attached as Exhibit “A”.

Section 3. The City Commission hereby approves the Waiver and 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.

Section 4. The City Commission hereby approves the Agreement, attached as Exhibit “1”, and authorizes the City Manager to execute the Agreement with Rebuilding Together, attached as Exhibit “1,” in an amount not to exceed \$200,000.00, together with such non-substantial changes as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 5. The City Commission hereby finds that the use of up to \$200,000.00 from the Target Area Trust Fund to support the Program will aid in the redevelopment of and improve the quality of life in the target area, and approves the use of the Target Area Trust Funds for the Program pursuant to the terms and conditions of the Agreement with Rebuilding Together.

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

Memorandum

To: Jeremin Worlds, Sr. Buyer, Procurement and Contract Administration, City of Deerfield Beach

From: V. Bernard Jones, Redevelopment Project Coordinator, City of Deerfield Beach

Cc: Michelle Caba, Director of Economic Development, City of Deerfield Beach

Date: January 12, 2026

Subject: Best Interest Determination for Vendor Selection – Rebuilding Together Broward for the Central City Neighborhood Residential Beautification / Safe at Home Program

Purpose: This memorandum justifies the selection of Rebuilding Together Broward to perform services under the Neighborhood Beautification Program, pursuant to the Best Interest Acquisitions section of the City of Deerfield Beach Code. The City seeks to enhance residential curb appeal, promote community pride, and improve neighborhood safety through targeted beautification efforts within the Central City Area.

Justification for Vendor Selection: The selection of Rebuilding Together Broward is in the City's best interest for the following reasons:

- **Specialized Expertise** – Demonstrated experience in residential beautification, landscaping, and exterior improvements.
- **Proven Track Record** – Successful completion of similar municipal projects in Broward County (Dania Beach) with measurable outcomes.
- **Cost Efficiency** – Competitive pricing structure and bundled services that reduce administrative overhead.
- **Community Engagement** – Ability to involve residents in planning and implementation, while fostering long-term stewardship.
- **Timeliness** – Capacity to mobilize quickly and complete improvements within the required timeframe.
- **Quality Assurance** – Commitment to high standards of workmanship and ongoing maintenance support.
- **Alignment with City Goals** – Direct contribution to neighborhood revitalization, safety, and redevelopment objectives.

Best Interest Determination

This acquisition is in the best interest of the City because it:

- Consolidates services under one qualified vendor, ensuring efficiency.
- Provides specialized expertise not readily available through standard procurement.
- Advances strategic goals of revitalization and community pride.

Recommendation

It is recommended the City proceed with contracting Rebuilding Together Broward under the Best Interest Acquisitions provision to implement the Neighborhood Beautification Program.

NEIGHBORHOOD BEAUTIFICATION PROGRAM AGREEMENT

This Neighborhood Beautification Program Agreement (the "Agreement") is made and entered into on ____ of _____, 2026 (the "Execution Date") by and between the City of Deerfield Beach, a municipal corporation of the State of Florida with an address of 150 NE 2nd Avenue, Deerfield Beach, Florida 33441 (the "City") and Rebuilding Together Broward County, Inc., a Florida Not For Profit Corporation (the "Contractor"), with a mailing address of 901 NE 13th Street, Ft Lauderdale, Florida 33304

RECITALS

WHEREAS, on April 4, 2023, the Department of Economic Development provided the City Commission with a presentation regarding redevelopment in the Central City Area, which included a segment on the revitalization of Dixie Highway Corridor through landscaping improvements; and

WHEREAS, the City Commission adopted the Neighborhood Revitalization Beautification Program (the "Program") pursuant to Resolution No. 2026/____; and

WHEREAS, the emphasis of the Program is to assist in the residential revitalization of the Dixie Highway Corridor within the City; and

WHEREAS, the intent of the Program is to provide minor interior and exterior home improvements and landscaping beautification projects for 40 single-family homes within the Central City Area through the coordination of the projects with a contractor familiar with such revitalization programs; and

WHEREAS, on _____, 2026, the City Commission passed and adopted Resolution 2026/_____ waiving the competitive solicitations pursuant to Section 38-116 of the City Code, and approving and authorizing execution of this Agreement with Contractor due to the Contractor's represented expertise and prior experience with implementing revitalization projects; and

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions contained in the Agreement, and for other good and valuable consideration, the adequacy and receipt of which are acknowledged and agreed upon, the parties agree to the following:

1. Scope of Services/Deliverables

The Contractor shall provide services in accordance with the Program for the District 2 Revitalization Project as described in the Scope of Services attached as Exhibit "A." Services offered to individuals participating in the Program are not an entitlement and participants cannot be guaranteed services beyond the funding related to the provision of the services to otherwise eligible individuals.

2. Term/Commencement Date

This Agreement shall become effective on the Execution Date and shall remain in effect through _____, 2026, unless earlier terminated in accordance with Paragraph 8.

3. Compensation and Payment

3.1. The Contractor shall be compensated in an amount not to exceed \$200,000.00 for Contractor's completed services pursuant to the Program, with payments in increments based on completion of the number of residences and tasks completed as set forth in Exhibit "A". All funds shall be expended on approved residential home improvements, including all materials, labor, and permits within the Target Area designated by the City.

3.2. The Contractor shall invoice the City quarterly for services completed on homes in accordance with the Program requirements. Each invoice shall include a list of the improved properties, name of the homeowner and program qualification documents, a brief description of services completed on each property, and the cost to provide the services to each home. Contractor shall also provide before and after photos of houses improved under this Program as a condition of payment.

3.3. The City shall pay Contractor in accordance with the Florida Prompt Payment Act.

3.4. If a dispute should occur regarding an invoice submitted to the City, the City may withhold payment of the disputed amount and may pay to the Contractor the undisputed portion of the invoice. Upon written request of the City, the Contractor shall provide written documentation to justify the invoice. Any compensation disputes shall be decided by the City's Chief Financial Officer whose decision shall be final.

4. Subcontractors

4.1. The Contractor shall be responsible for all payments to any subcontractors and shall maintain responsibility for all work related to the Program.

4.2. Any subcontractors used on the Program must have the prior written approval of the City Manager or designee.

5. City's Responsibilities

The City will:

5.1. Furnish to Contractor, at the Contractor's written request, all available maps, plans, existing studies, reports, and other data pertinent to the services to be provided by Contractor, in possession of the City.

5.2. Arrange for access to and make all provisions for Contractor to enter upon real property as required for Contractor to perform services as may be requested in writing by the Contractor.

5.3. City may in its sole discretion provide services including but not limited to garbage pickup including bulk pickup, for the purpose of providing exterior improvements and repairs.

5.4. City will assist with obtaining permits for the home repairs and payment of any permit and inspection fees related to the home repairs.

5.5. City will assist with securing a central location within the selected neighborhood(s), at no cost to Contractor, which is to be utilized as a staging area for one Clean Up Event, on a day and date to be determined and agreed upon by the City and Contractor. The site will be used as the event day headquarters. The location will be used for general set-up and staging, media, mobilization, volunteer coordination and breakfast/lunch distribution.

6. Contractor's Responsibilities

6.1. The Contractor shall exercise the same degree of care, skill, and diligence in the performance of the Program as is ordinarily provided by a Contractor under similar circumstances. If at any time during the term of this Agreement or within one year from the completion of the Program, it is determined that the Contractor's deliverables are incorrect, defective or fail to conform to the Scope of Services of the Program, upon written notification from the City Manager or designee, the Contractor shall at Contractor's sole expense immediately correct the work.

6.2. The residential properties selected for repairs will reflect clusters of homes spread across the City, with the Program starting with residential properties in District 2. City will have final approval of all homes and households that will participate in the Program.

6.3. Contractor shall inspect all residential properties prior to acceptance into the Program to determine fitness and suitability of the property to receive the improvements offered through the Program.

6.4. Contractor shall verify homeownership and other preliminary qualifying requirements as set forth in the Program Policy for those residences receiving the benefit of the improvements and to ensure consistency with program requirements.

6.5. Contractor shall coordinate with the City's Building Division for any required permit applications, permits issued and inspections performed.

6.6. Contractor shall ensure that all work being done and needing permits will be done by Contractors licensed in Broward County or the State of Florida and/or have a valid certificate of competency from a local governmental authority.

6.7. Contractor shall provide the Department of Economic Development with monthly progress reports which include the following: (1) Residential Address; (2) before photographs and improvements being made; (3) date improvements started and progress of work.

6.8. Contractor shall provide the Department of Economic Development with a Final Annual Report in editable format detailing a summary of all projects undertaken, cost analysis, and final photographs of the completed work.

7. Conflict of Interest

To avoid any conflict of interest or any appearance of a conflict, Contractor shall not, for the term of this Agreement, provide any consulting services to any private sector entities (developers, corporations, real estate investors, etc.), regarding any issues adversarial to the City. For the purposes of this section "adversarial" shall mean any development application where City staff is recommending denial or denied the application, administrative appeal, or court action in which the City is a party.

8. Termination

8.1. The City may terminate this Agreement upon thirty (30) days, written notice to the Contractor, or immediately with cause. Contractor may terminate this Agreement with thirty (30) days' written notice to the City.

8.2. The Agreement may be terminated for convenience by City upon fifteen (15) days' advance written notice to the Contractor (delivered by certified mail, return receipt requested) of intent to terminate and the date on which such termination becomes effective. In such case, the Contractor shall be paid for all acceptable Services performed prior to termination and shall not be entitled to any other costs, fees, or payments. 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 that the City Manager determines that termination is necessary to protect the public health, safety, or welfare.

8.3. Upon receipt of the City's written notice of termination, Contractor shall stop work on the Program unless directed otherwise by the City.

8.4. In the event of termination by the City, the Contractor shall be paid for all work accepted by the City up to the date of termination, provided that the Contractor has first complied with the provisions of Article 6.

8.5. The Contractor shall transfer all books, records, reports, working drafts, designs, documents, maps, and data pertaining to the Program to the City, in a hard copy and electronic format within fourteen (14) days from the date of the written notice of termination or the date of expiration of this Agreement.

9. Insurance

9.1 Contractor shall provide to the City's Director of Economic Development a Certificate of Insurance or endorsements evidencing the insurance coverage specified herein within five (5) days of the Effective Date of this Agreement. The required Certificates of Insurance shall name the types of policies provided, refer specifically to this Agreement. Contractor shall not commence any Services under this Agreement until the Certificate of Insurance has been provided to the Director of Economic Development and approved by the City's Risk Management Division. Failure to submit the proper Certificate of Insurance within the five (5) day requirement shall be the basis for termination of this Agreement by the City.

9.2 Such policy or policies shall be without any deductible amount unless otherwise noted in this Agreement and shall be issued by approved companies authorized to do business in the State of Florida, and having agents upon whom service of process may be made in Broward County, Florida. The insurance shall only be written by companies rated A-VI or higher, according to the most recent issue of Best Insurance Rating Guide for A.M. Best rating companies. Contractor shall pay all deductible amounts, if any. Contract shall specifically protect the City of Deerfield Beach and the Deerfield Beach City Commission by naming the City and the City Commission as additional insureds under the Commercial Liability, Business Automobile Liability Policy as well as on any Excess Liability Policy coverage.

9.3 Coverage is not to cease and is to remain in full force (subject to cancellation notice) until all performance and Services required of Contractor is complete. All policies must be endorsed to provide the City of Deerfield Beach with at least 30 days' notice of expiration, cancellation and/or restriction. If any of the insurance coverages will expire prior to the completion of any Service and/or Project, copies of renewal policies shall be furnished at least 30 days prior to the date of their expiration.

9.4 The City reserves the right to review and revise any insurance requirements at the time of renewal or amendment of this Agreement, including but not limited to, deductibles, limits, coverage, and endorsements based on insurance market conditions affecting the availability or affordability of coverage, or changes in the scope of services or specifications that affect the applicability of coverage. If Contractor uses a subcontractor, Contractor shall ensure that its subcontractor names the City and the City Commission as additional insured under the Commercial Liability Insurance, Business Automobile Policy as well as any Excess Liability Policy coverage.

9.5 Contractor shall at a minimum, pay for, and maintain in force at all times during the term of this Agreement, the following insurance:

a. **Commercial Liability Insurance** - A Commercial Liability Insurance Policy shall be provided which shall contain limits of no less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury liability, personal injury liability and property damage liability on a per project basis, and shall contain limits of no less than a Two Million Dollars (\$2,000,000.00) aggregate. Coverage must be afforded on a form no more restrictive than CG 20 10 10 01 and CG 20 37 10 01 Commercial Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include: premises and operations, independent contractors, products and/or completed operations for contracts, broad form contractual coverage applicable to this specific Contract including any hold harmless and/or indemnification Contract, personal injury coverage with employee and contractual exclusions removed and policy limits shall be applied on a primary and non-contributory basis.

b. **Professional Liability (Errors & Omissions) Insurance** - Professional Liability Insurance with the limits of liability provided by such policy for each claim for negligence, errors, omissions, or failure to perform professional services (i.e. inaccurate advise, design flaws in a repair, incomplete or faulty installation), and on a claim made basis or on an

occurrence basis to be no less than one million Dollars (\$1,000,000) per occurrence with a limit of no less than one million dollars (\$1,000,000) aggregate with a deductible per claim not to exceed ten percent (10%) of the limit of liability. Contractor shall notify Deerfield in writing within thirty (30) days of any claim filed or made against its Professional Liability Insurance Policy. Contractor acknowledges that Deerfield is relying on the competence of Contractor to design or install a project to meet its functional intent. If it is determined during construction of a project that changes must be made due to Contractor's negligent errors and omissions, Contractor shall promptly rectify them at no cost to Deerfield and shall be responsible for additional costs, if any, of a project to the proportional extent caused by such negligent errors or omissions.

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).

d. **Workers Compensation Insurance** - Workers' Compensation insurance to apply for all employees in compliance with Chapter 440, Florida Statutes, as may be amended from time to time, the "Workers' Compensation Law" of the State of Florida, and all applicable Federal laws. In addition, the policy(ies) must include employers' liability with a limit of One Million Dollars (\$1,000,000.00) each accident, One Million Dollars (\$1,000,000.00) aggregate limit by disease and One Million Dollars (\$1,000,000.00) each employee by disease. The Policy shall include a waiver of subrogation for all liability arising out of this contract. If exempt for Worker's Compensation, proper documentation shall be provided.

10. Nondiscrimination

During the term of this Agreement, Contractor shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and agrees to abide by all federal and state laws regarding nondiscrimination.

11. Indemnification

To the fullest extent permitted by law, Contractor agrees to indemnify, defend and hold harmless the City, its officers, agents, volunteers, and employees, from and against all claims, damages, losses, and expenses, including but not limited to attorney fees, court costs, or other alternative dispute resolution costs, arising out of or resulting from Contractor's performance of work under this Agreement; but only to the extent caused in whole or in part by the negligent acts, errors, or omissions of the Contractor, or its employees, subcontractors or agents. The City reserves the right, but not the obligation, to participate in defense without relieving Contractor of any obligation hereunder. Contractor agrees this indemnity obligation shall survive the completion or termination of the 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.

12. Notices/Authorized Representatives

Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the City: Rodney Brimlow, City Manager
150 NE 2nd Avenue
Deerfield Beach, Florida 33441

For the Contractor: Robin Martin, Executive Director
Rebuilding Together Broward County, Inc. 901
NE 13th Street
Ft Lauderdale, FL 33304

13. Governing Law and Waiver of Jury Trial

By entering into this Contract, Contractor, and City hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this Contract. This Contract shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Contract 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 Contract must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida.

14. Ownership and Access to Records and Audits

- 14.1. All records, books, documents, maps, data, deliverables, papers, and financial information (the "Records") that result from the Contractor providing services to the City under this Agreement shall be the property of the City.
- 14.2. The City shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any Records of the Contractor involving transactions related to this Agreement.
- 14.3. The City may cancel this Agreement for refusal by the Contractor to allow access by the City to any Records pertaining to work performed under this Agreement and that are subject to the provisions of Chapter 119, Florida Statutes.
- 14.4. Unless otherwise provided by law, all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with the contract are and shall remain the property of the City.

15. Public Records Law.

15.1 Contractor shall comply with The Florida Public Records Act as follows:

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

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-480-4213, web.clerk@deerfield-beach.com OR BY MAIL: City Of Deerfield Beach — City Clerk's Office, 150 N.E. 2nd Ave, Deerfield Beach, FL 33441.

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

16. Non-assignability, Sub-contractors

This Agreement shall not be assignable or subcontracted in whole or in part by Contractor unless such assignment or subcontract is first approved in writing by the City. The City is relying upon the apparent qualifications and personal expertise of the Contractor, and such Contractor's familiarity

with the City's circumstances and desires.

17. Scrutinized Companies.

17.1 Contractor 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 Contractor or its subcontractors are found to have submitted a false certification; or if Contractor, 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.

17.2 If this Agreement is for more than one million dollars, Contractor 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 Contractor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, 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.

17.3 Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of the Services under this Agreement.

17.4 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.

18. 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 Section 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 1 year after the date of termination.

19. 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 Department of Economic Development.

20. Foreign Countries of Concern Affidavit

In accordance with Section 287.138, Florida Statutes, the Contractor 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, Contractor shall submit the required Affidavit, which will be provided by the City's Department of Economic Development.

21. Severability

If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected, and each remaining term and provision of this Agreement shall be valid and be fully enforceable permitted by law.

22. Independent Contractor

The Contractor and its employees, volunteers and agents shall be and remain independent Contractors and not agents or employees of the CRA with respect to all the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise, or venture between the parties.

23. Compliance with Laws

The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the Program.

24. Waiver

The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach, or wrongful conduct.

25. Survival of Provisions

Any terms or conditions of this Agreement that require acts beyond the date of the term of the Agreement shall survive termination of the Agreement and shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

26. Prohibition of Contingency Fees.

The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, 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 Contractor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

27. Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed original and such counterparts shall constitute one and the same instrument.

28. Extent of Agreement

This Agreement represents the entire and integrated agreement between the CRA and the Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.

29. Conflict

In the event there is a conflict between any of the terms in any of the documents contained in any Exhibit of this Agreement and any terms of this Agreement, the terms of this Agreement shall prevail.

30. Binding Authority

Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing and is authorized to bind and obligate such party with respect to all provisions contained in this Agreement.

SIGNATURES ON THE FOLLOWING PAGES

NEIGHBORHOOD BEAUTIFICATION PROGRAM AGREEMENT

IN WITNESS OF THE FOREGOING, the parties have executed this Agreement on the respective dates under each signature.

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

ATTEST:

By: _____
Rodney Brimlow, City Manager

Heather Montemayor, CMC, City Clerk

Date: _____, 2026.

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

Anthony C. Soroka, City Attorney

REBUILDING TOGETHER BROWARD
COUNTY, INC., a Florida Not For Profit
Corporation

ATTEST:

By: _____
Signature

Corporate Secretary

Print Name: _____

Witnesses:

Title: _____

Signature

Date: _____, 2026.

Print Name: _____

Signature

Print Name: _____

Exhibit A
SCOPE OF SERVICES

Contractor in collaboration with the City’s Department of Economic Development will implement the District 2 Neighborhood Revitalization Project consistent with the City’s adopted Neighborhood Revitalization Beautification Program (the “NRBP”) attached as Exhibit “B.”

A. Contractor shall provide the following services for forty (40) qualified single family homes within District 2:

1. Minor interior improvements as set forth below:

- Interior painting
- Minor drywall patching
- Basic safety improvements (grab bars, minor accessibility aids)
- Light fixture replacement, excluding any electrical wiring
- Door and hardware repairs, excluding replacement of doors

2. Minor exterior improvements as set forth below:

- Exterior painting (non-structural)
- Pressure washing
- Minor fascia or surface crack repairs
- Window and door sealing
- Removal of Visual Blight

3. Landscaping Improvements

- Yard clean-up
- Trimming and removal of overgrowth (NOTE: Any tree trimming may require a permit, prior to such work, Contractor needs to obtain any and all applicable permits).
- Mulching and minor plantings
- Front yard appearance enhancements, such as fixed pavers and debris removal, etc.

4. Other improvements that may require permits: Prior to commence of the below improvements, Contractor shall coordinate with the City’s Building Department to submit any and all required surveys, plans and obtain a permit prior to the work commencing.

- Structural repairs
- Roofing
- Electrical, plumbing or mechanical work
- Additions or alterations to residential home subject to building review

B. Contractor's obligations and responsibilities. Prior to the any of the services set forth in A. above, Contractor shall provide the following:

- Conduct target outreach to the residential homeowners within District 2. Contractor shall provide services within thirty (30) days from the Effective Date of this Agreement for an initial 20 residential homes and upon completion of the initial 20 residential homes, Contractor shall provide services to the remaining 20 residential homes in six-month increments. All services shall be completed by prior to the expiration of this Agreement.
- Screen all applicants to ensure the applicants meet the eligibility criteria set forth in the Neighborhood Beautification Program set forth in Exhibit "B".
- Maintain an organized list categorized regarding the Applicants as follows: (1) Qualified; (2) Ineligible; and (3) Pending additional information.
- Ensure equitable geographic distribution across District 2
- Ensure Services are provided to residences based upon a block-by-block concept.
- Refer those residents not eligible under the City's Program to other outside agencies



City of Deerfield Beach Neighborhood Revitalization Program

Minor Interior and Exterior Repairs and Landscaping Improvements Initiative

Program Purpose

The City of Deerfield Beach includes long-established neighborhoods where aging housing stock, deferred maintenance, and limited homeowner capacity have resulted in visible decline that impacts quality of life, safety perception, and neighborhood pride.

While these conditions may not always rise to the level of major structural deficiencies, they contribute to:

- Gradual neighborhood destabilization
- Increased code enforcement activity
- Reduced property values
- Health and safety risks for seniors and vulnerable residents

The intent of the Program is to provide minor interior and exterior home improvements and landscaping beautification projects for up to 40 single-family homes within the Central City Target Area through the coordination of the projects with a contractor familiar with such revitalization programs. The City's economic development strategy prioritizes early intervention, blight prevention, and neighborhood stabilization as cost-effective alternatives to large-scale redevelopment. Minor, targeted improvements, particularly improvements that do not require permitting allow the City to act quickly, equitably, and efficiently while delivering immediate visual and functional impact to the target area.

This Program advances those goals by partnering with organizations including Rebuilding Broward Together to deliver minor interior, exterior, and landscaping improvements that improve habitability, curb appeal, and neighborhood confidence without triggering permitting, zoning, or construction delays. If the resident needs additional services because of safety concerns, the City and its partners will have the ability to facilitate permits to address the specific safety concern on behalf of the resident or refer the resident to other available programs.

Program Overview

The City of Deerfield Beach’s Neighborhood Revitalization Program consists of minor Interior and Exterior Repairs, Landscaping, and Structural and Safety Improvement Initiatives. This Program is intended to be for a one-year period designed to improve the appearance, safety, and livability of owner-occupied homes through non-permitted and permitted improvements. The program focuses primarily on health, safety, and beautification, non-structural rehabilitation or capital construction.

Program Objectives and Priorities

- Prevent further neighborhood decline through early intervention
- Improve day-to-day living conditions for residents
- Enhance visible curb appeal and community pride
- Support seniors, veterans, and residents with disabilities
- Reduce future code enforcement and remediation costs
- Residents with Open Code Enforcement violations that lack the financial means to address the violations
- Homes located on highly visible corridors to maximize the “Curb Appeal” impact for the entire neighborhood

Program Partners

The City intends on partnering with organizations who have the below qualifications, including Rebuilding Together Broward, and that will serve as the City’s program administrator and service provider.

- Specialized experience in non-permitted home improvements
- Capacity to conduct resident outreach and screening
- Established contractor and volunteer networks
- Proven reporting, documentation, and compliance processes

Geographic Eligibility

- Owner-occupied residential properties located within the Target Area within the City limits.

Homeowner Eligibility Criteria

Applicants must be owners of property within the designated target area and meet one or more of the following conditions:

- Owner Occupied residential property owner (property within target area)
- Physical or mental disability (owner or permanent resident)

- Veteran (active or retired)
- Existing minor code violations or visible deterioration
- Properties owners will need to show deed, proof of insurance and proof of residency through other documents (i.e. water bill, electric bill, etc.)

There is no income cap, as the program is structured as a neighborhood stabilization and health-and-safety initiative, not an income-restricted housing program.

Selection Process

The City's selected Partner(s) pursuant to a Contract approved by the City Commission, will be required to select the qualified residential properties within the Target Area designated by the City based upon the following process and criteria:

1. Conduct targeted outreach within the target area
2. Screen applicants using standardized criteria
3. Maintain an organized list categorized as:
 - Qualified
 - Not qualified
 - Pending additional information
4. Ensure equitable geographic distribution across the designated Target Area.
5. The homes would be serviced based upon same residential blocks of properties
6. Refer residents with needs outside program scope to partner agencies

Final selection is based on eligibility, readiness, and available program capacity.

The maximum award per qualifying household shall not exceed \$5,000.00 in improvement costs.