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
May 19, 2026
7:00 PM

CALL TO ORDER & ROLL CALL

MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

APPROVAL OF CITY COMMISSION MINUTES

Regular City Commission Meeting Minutes

Attachment: April 21, 2026 Minutes

ACKNOWLEDGEMENT OF CITY BOARD MINUTES

Affordable Housing Advisory Committee Meeting Minutes

Attachment: February 10, 2026

Planning & Zoning Board Meeting Minutes

Attachment: March 5, 2026

APPROVAL OF THE AGENDA

May 19, 2026

ZOOM INFORMATION

Join Zoom Meeting by clicking the below link:
https://deerfield-beach.zoom.us/j/84052458803?pwd=uXFWd6h0Oa9yAezbeTbiX2I0GLwRaa.1

Join Zoom Meeting via telephone by dialing:

Call-in Number: (305) 224-1968

Meeting ID: 840 5245 8803#

Participant ID: #

Passcode: 294850#

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 Captain Doenig, Sea Tow Fort Lauderdale, for his efforts with a vessel fire at the Cove.**

    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

2. **Resolution 2026/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, appointing James Gard to the Historic Preservation Board to fulfill an unexpired term; 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: Commissioner Shanetzky

   Attachment: Historic Preservation Board

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

3. **Resolution 2026/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, amending the 2025/2026 schedule of Regular City Commission meetings; providing for implementation and an effective date.**

   Suggested Action: Commission to vote on Resolution

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

   Sponsor: Office of the City Clerk

   Attachment: FY26 Schedule Amendment

4. **Resolution 2026/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving and authorizing execution of the Municipal Election Agreement with the Broward County Supervisor of Elections for a November 3, 2026, Referendum Election; providing for implementation and an effective date. *(Funds from Account #100-100-121-1211-000-51200-503299 - Other Contractual Services)***

   Suggested Action: Commission to vote on Resolution

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

   Sponsor: Office of the City Clerk

   Attachment: SOE Agreement

5. **Resolution 2026/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving and authorizing execution of the Interlocal Agreement among Broward County, the City of Deerfield Beach and other Broward Municipalities for sharing resource burdens of the system-wide NPDES MS4 Permit and authorizing Broward County to conduct technical activities required by the NPDES MS4 Permit; providing for an effective**

date.

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Environmental Services

Attachment: NPDES MS4 Permit

6. **Resolution 2026/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the issuance of a purchase order to A.C. Shultes of Florida, Inc. for a submersible motor, installation of a pump assembly, and repair and structural rehabilitation services for Well No. 22 at the Water Treatment Plant in an amount not to exceed $216,637.00, inclusive of a $50,000.00 city contingency to address unforeseen conditions and necessary adjustments during the rehabilitation project; approving the purchase in accordance with Section 38-116(3)(D)(2) of the City's Procurement Code for non-declared emergency acquisitions; providing for severability and an effective date. *(Funds from 401-360-36002-0000-506031 - Improvements Other than Buildings)***

   Suggested Action: Commission to vote on Resolution

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

   Sponsor: Department of Environmental Services

   Attachment: A.C. Shultes of Florida, Inc.

7. **Resolution 2026/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the submission of a Love Your Block Grant application to the Bloomberg Center for Public Innovation at John Hopkins University for a grant in the amount of $70,000.00 for a civic engagement program with city residents; authorizing execution of a grant agreement and other applicable documents, if the grant is awarded to the City; and providing for an effective date.**

   Suggested Action: Commission to vote on Resolution

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

   Sponsor: Department of Community Services & Department of Economic Development

   Attachment: Love Your Block Grant

8. **Resolution 2026/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving and authorizing execution of an amendment to the Agreement with**

Gwendolyn McDonald, Barri McMillon and Jeffrey Copeland, Jr. for the operation and maintenance of a community garden at the property located at 448 NW 1st Terrace and 455 NW 1st Avenue; providing for conflicts and an effective date.

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Community Services

Attachment: Community Garden

9. **Resolution 2026/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving and authorizing execution of the Reinstatement and First Amendment to the Agreement with Broward County to provide funding and administration of HOME Program Funds for the Homebuyer Purchase Assistance Program for fiscal year 2024 - 2025; providing for conflicts and an effective date.**

   Suggested Action: Commission to vote on Resolution

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

   Sponsor: Department of Community Services

   Attachment: Homebuyer Purchase Assistance Program

10. **Resolution 2026/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving and authorizing execution of Contract #JZ026-06-2027 with the Areawide Council on Aging of Broward County, Inc. for the Alzheimer's Disease Initiative Program in an amount not to exceed $463,819.00; providing for implementation and an effective date.** ***(Funds from Account #100-000-640-0000-000-33469-334699 - ADI-State Grant)***

    Suggested Action: Commission to vote on Resolution

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

    Sponsor: Department of Community Services

    Attachment: ADI Program

11. **Resolution 2026/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving and authorizing execution of Contract #JL026-06-2027 with the Areawide Council on Aging of Broward County, Inc. for the Local Services Program in an amount not to exceed $118,380.00; providing for implementation and an effective**

date. ***(Funds from Account #100-000-640-0000-000-33469-334698 - Local Service Program)***

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Community Services

Attachment: Local Services Program

DEPARTMENTAL BUSINESS

12. **ORDINANCE 2026/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING CHAPTER 66 "TRAFFIC AND VEHICLES," ARTICLE II "STOPPING, STANDING, PARKING" SECTION 66-56 "PROHIBITIONS RELATIVE TO STOPPING, STANDING OR PARKING IN SPECIFIC PLACES" OF THE CITY CODE OF ORDINANCES TO PERMIT BACK IN PARKING IN CITY OWNED PARKING AREAS AND SPACES WHERE THE CITY DOES NOT CHARGE A FEE FOR PARKING; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.**

    Suggested Action: Commission to vote on Ordinance and set public hearing for June 2, 2026

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

    Sponsor: Office of the City Manager

    Attachment: Traffic and Vehicles

13. **Discussion regarding the appointment of one member of the City Commission to serve as the Chair of the Auditor Selection Committee.**

    Suggested Action: Motion on decision of Commission

    Sponsor: Department of Financial Services

    Attachment: Auditor Selection Committee

14. **Update regarding public safety transition.**

    Sponsor: Office of Public Safety

COMMENTS BY ADMINISTRATION & LEGAL

CITY COMMISSION BUSINESS

15. Discussion and direction regarding the Public Safety Advisory Committee.

Sponsor: Commissioner Shanetzky

COMMENTS BY MAYOR & CITY COMMISSION

ADJOURNMENT

FUTURE CITY COMMISSION MEETINGS

Regular City Commission Meeting - Tuesday, June 2, 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.

Deerfield Beach
Florida

Meeting Minutes
City Commission

Tuesday, April 21, 2026 | **7:00 PM** | **Commission Chambers**

CALL TO ORDER AND ROLL CALL

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

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

Also Present:
City Manager Rodney Brimlow
City Attorney Anthony Soroka
City Clerk Heather Montemayor

MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

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

ACKNOWLEDGEMENT OF CITY BOARD MINUTES

Education Advisory Board Meeting Minutes - March 4, 2026
African American Heritage Board Meeting Minutes - March 12, 2026

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

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

APPROVAL OF CITY COMMISSION AGENDA

April 21, 2026

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

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

AWARDS & RECOGNITION

1. Proclamation presented to the GFWC Woman's Club of Deerfield Beach in recognition of National Volunteer Week.

Mayor Drosky presented a proclamation to the GFWC Woman's Club of Deerfield Beach.

Katy Freitag, immediate past president, thanked the City Commission for the recognition. Thereafter, she briefly outlined the organization's efforts.

2. Certificate of Recognition presented to Chase Chapman, 2026 Juneteenth Poster Contest Winner.

Mayor Drosky congratulated Mr. Chapman for his achievement.

Mr. Chapman thanked the City Commission for the recognition. Thereafter, he provided a brief overview of the inspiration behind his drawing.

3. Presentation of the High School Scholarship Awards.

Mayor Drosky presented the awards to Timilia Shellman and Hadassah Reis.

Ms. Shellman and Ms. Reis both expressed their gratitude to the City for the scholarship award.

4. Certificate of Recognition presented to the City of Deerfield Beach 2025 - 2026 Teachers of the Year and School-Related Employee of the Year.

Mayor Drosky announced the 2025-2026 Teacher of the Year and School-Related Employees of the Year, and presented each with a certificate.

Thereafter, the recipients expressed their appreciation for the recognition.

Additionally, he thanked the Women's Club of Deerfield Beach, Deerfield Beach Community Cares, DMA Contracting, Inc., Kiwanis East, Kiwanis West, and the Historical Society of Deerfield Beach for their continued efforts and support of educational initiatives for the students within our community.

PRESENTATIONS

5. Presentation by Florida Power & Light (FPL) regarding the Street Light Outages.

Christine Shaw, External Affairs Manager, introduced Raj Prakash, Director of Operations, Streetlight Restoration, and Brianna Whalen, Senior Project Manager.

Mr. Prakash highlighted a PowerPoint presentation. Further, he explained that there are numerous teams and projects impacting FPL maintained lights every day. FPL Energy Services (FPLES) reported ongoing installation of new streetlights associated with new construction, which are transferred to the restoration team for maintenance once energized. The utility continues converting high-pressure sodium fixtures to LED. Additionally, the Storm Secure Underground Program (SSUP) is also underway, converting select neighborhoods to underground service, which may affect certain streetlights. He stated that some streetlights are temporarily turned off during sea turtle nesting and hatching season to prevent disorientation. He explained that the DOT-owned poles and lights are typically identifiable by aluminum poles, and FPL generally does not install lighting on traffic signal poles. Mr. Prakash stated that not all lights are the same. Under Full Maintenance, FPL owns and maintains the entire lighting unit. Under Energy Only, the customer owns and maintains the circuit, and FPL provides only electrical energy. Under Relamp, the customer owns the circuit, while FPL supplies energy and is responsible only for replacing bulbs. Under the Hybrid model, FPL maintains the power supply and fixture only, while the customer may own the wiring system or receive energy-only service, with associated billing structures including fixture charges, maintenance charges, and/or energy charges depending on the arrangement. Thereafter, various photographs of street lights were displayed.

PRESENTATIONS - CONTINUED

Continuing, Mr. Prakash said streetlight outages may be reported through FPL.com/streetlight or by calling 1-800-4-OUTAGE. Further, he explained that FPL regularly evaluates and measures performance to enhance the customer experience by reviewing employee training, technology investments, process streamlining, and communication improvements. Lastly, he stated that FPL also continuously assesses staffing levels and crew deployment to ensure appropriate resources are positioned in the right locations at all times.

Thereafter, FPL staff responded to questions, comments, and concerns from the City Commission.

Yaroslav Concepcion, Director of Environmental Services, highlighted a PowerPoint presentation. He explained that there are 5,209 light poles in the City, 1,299 are city-maintained and 3,910 are maintained by FPL. He stated that the City is coordinating with FDOT and FPL to upgrade the lighting system citywide. Current conditions reflect approximately 96% operational and 4% outages, with ongoing issues including aging infrastructure and incidents of wiring theft. Thereafter, he displayed a GIS map of streetlight locations. Mr. Concepcion outlined the City's maintenance program, which includes routine day and night inspections, weekly checks of lights, photocells, connections, and GIS verification, as well as early morning inspections to identify outages. Additionally, the City's sweeper assists by reporting non-functioning lights. He explained that once issues are identified they are addressed through reactive repairs, with work orders submitted to the contractor or FPL. Mr. Concepcion outlined several challenges, including response time delays, limited contractor resources, aging infrastructure contributing to reoccurring outages, copper theft, and material delays due to limited availability of commercial lighting components. Lastly, he encouraged the community to ensure they notify the City when they see street light outages.

Thereafter, city staff responded to questions, comments, and concerns from the City Commission.

PUBLIC COMMENT

Jeremy Raines, 1038 Ashby D, Deerfield Beach, expressed concerns regarding acoustic noise, particularly disruptive noise by two-cycle gasoline engines used by commercial lawn service providers.

Michael Lubin, 16 Little Harbor Way, Deerfield Beach, thanked FPL and city staff for their streetlight presentations. Further, the Northeast Focal Point CASA Board will host a fundraiser on Friday, May 1, 2026 from 5:00 p.m. to 8:00 p.m. Additionally, Deerfield Beach High School will hold its award ceremony on Friday, May 15, 2026 at 6:00 p.m. He encouraged the Commission to attend both events.

Clayton Thomas, 125 SE 15th Street, Deerfield Beach, expressed concerns regarding traffic issues along Deerfield Avenue and SE 15th, extending to SE 2nd Avenue and even SE 4th Avenue. He urged the Commission to increase traffic enforcement in these areas.

Karen Shelly, 190 Durham D, Deerfield Beach, commented on the Century Village Vox. Thereafter, she thanked Commissioner Shanetzky for his efforts with the removal of a dumpster. Lastly, she proclaimed May 2, 2026 as Beerfield Beach Day.

Roger Freitag, 418 SE 2nd Street, Deerfield Beach, expressed concerns regarding city lights remaining on 24 hours a day, seven days a week.

Rita Masi, 349 NE 19th Avenue, Deerfield Beach, stated that while she supported approval of the Rebuilding Broward program, she inquired about the status and allocation of funds for the commercial façade program.

Caryl Berner, 3130 Cambridge F, Deerfield Beach, questioned whether attendance at the National League of Cities was worthwhile.

Dan Herz, 330 SE 19th Avenue, Deerfield Beach, commented on the use of General Fund resources to support funding for the Nature Center Museum. Thereafter, he expressed concerns that planned upgrades to Mayo Howard Park were being deprioritized, and also commented on public safety services. Lastly, he thanked city staff for their efforts with the Autism walk.

PUBLIC COMMENT - CONTINUED

Demetrious Givens, 1150 SW 7th Avenue, Deerfield Beach, expressed the importance of giving back to the community.

CONSENT - BOARD APPOINTMENTS

6. Resolution 2026/050 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, appointing Stephen Cherry as an alternate member to the Community Appearance Board; and providing for an effective date.

The Resolution was read by title only.

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

There was no discussion amongst the Commission.

MOTION was made by Commissioner Plaut, seconded by Vice Mayor Hudak, to approve Item 6, adopted Resolution 2026/050. Voice Vote:

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

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

7. Resolution 2026/051 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the name and designation of the Marine Science Center at Sullivan Park to be known as the Museum of Discovery and Science Deerfield Beach Nature Center; providing for implementation and an effective date.

8. Resolution 2026/052 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the artwork permit application submitted by the Deerfield Beach Community Redevelopment Agency for the installation of Guy Harvey artwork on the Museum of Discovery and Science Deerfield Beach Nature Center building adjacent to Sullivan Park; providing for implementation and an effective date.

9. Resolution 2026/053 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the submission of grant applications to the United States Department of Justice for community-oriented policing services grants to be utilized for the City's public safety initiatives; providing for an effective date.

10. Resolution 2026/054 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the special event permit applications submitted by International Elite Program, LLC, for the FIFA World Cup Watch Party event at the Main Beach Parking Lot on June 19, 2026, from 3:00 p.m. to 12:00 a.m., and the Youth World Championship and Corporate World Cup Soccer Tournament at the Oveta McKeithen Recreational Complex on June 27, 2026 from 8:00 a.m. to 11:00 p.m.; approving a waiver of fees and staff costs for the events; providing for an effective date.

11. Resolution 2026/055 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving and authorizing execution of agreements with Donerite Pumps, Inc. and Tripp Electric Motors, Inc. to provide motor and pump repair services on an as-needed basis, utilizing the terms of Martin County's Request for Bid No. 2023-3545 and resulting contract in an aggregate total amount not to exceed $150,000.00 for fiscal year 2026; providing for execution and an effective date. *(Funds from Account #401-300-360-3602-000-53600-503105 - Repairs and Maintenance - Equipment)*

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS - CONTINUED

12. Resolution 2026/056 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the issuance of a purchase order to Madsen/Barr Corporation for repair and replacement of 32 fire hydrants within the City and related ancillary services, utilizing the terms of City of Boca Raton RFP No. 2022-020 and resulting contract in an amount not to exceed $431,800.00; providing for execution and an effective date. *(Funds from Account #401-300-360-3603-000-53600-506031 - Utilities Maintenance/Improvements Other than Buildings)*

Commissioner Shanetzky commented on Item 4.

In response to Commissioner Shanetzky's question, Mayor Drosky replied that JM Family indicated during the Community Redevelopment Agency meeting that they do not desire name recognition on the facility.

Commissioner Shanetzky also commented on Item 10, and stated that the 18th Annual Brazilian Festival will be held on October 17, 2026 at Quiet Waters Park.

Mayor Drosky opened the public hearing on Items 7 - 12.

Dan Herz, 330 SE 19th Avenue, Deerfield Beach, commented on Item 7, wherein, he read an except he posted on social media.

Mayor Drosky closed the public hearing.

MOTION was made by Vice Mayor Hudak, seconded by Commissioner Plaut, to approve Items 7 - 12 in concert. Roll Call:

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

DEPARTMENTAL BUSINESS

13. Update regarding public safety.

Sean Gladieux, Director of Public Safety, highlighted a brief PowerPoint presentation. He stated that interviews for the transitional Fire and Police Chiefs are currently underway, with selections expected by the end of the month and onboarding expected in May. Further, he said the City's response to the Broward Sheriff's Office (BSO) transition letter and plan was formally delivered on April 17, 2026. He reiterated that the City will not finalize its transition plan without meaningful public input, which remains ongoing. Additionally, the transition plan will not be finalized without the direct involvement and guidance of the transitional Fire and Police Chiefs. From a strategic standpoint, staff has completed the community-oriented policing plan, along with identifying programs and initiatives the Police Department will evaluate for implementation through recently approved grant opportunities. This effort positions the City to compete for funding while embedding a proactive, relationship-driven, and data-informed policing model. Behind the scenes, staff is methodically building the City's vendor ecosystem. This effort is not simply a procurement exercise, but rather a strategic initiative to secure partners capable of meeting the operational demands of a modern public safety agency. Most importantly, city staff continues to engage with the community. These ongoing engagement efforts are actively shaping the development of the departments in real time. Thereafter, he presented upcoming community engagement opportunities and encouraged residents to attend.

In response to Commissioner Shanetzky's question, Rodney Brimlow, City Manager, replied that additional members of Congress are sponsoring funding for Deerfield Beach. Thereafter, he provided a brief update on the current status of the BSO invoices, which continue to be analyzed by city staff.

Mayor Drosky expressed concerns regarding the findings related to the BSO invoices. Thereafter, he commended the City Manager and his team for their efforts in reviewing the invoices.

COMMENTS BY ADMINISTRATION & LEGAL

CITY ATTORNEY

Legislative Update - Anthony Soroka, City Attorney, provided a brief legislative update.

In response to Commissioner Preston's question, Mr. Soroka replied that SB 1134 is set to take effect on January 1, 2027; however, there is a potential for legal challenge, which he briefly outlined.

In response to Commissioner Shanetzky's question, Mr. Soroka replied that some boards and programming may need to be adjusted, which has been discussed with staff.

In response to Vice Mayor Hudak's question, Mr. Soroka replied that the bill includes a carveout for federal holidays, i.e. Juneteenth, Martin Luther King Jr. Day, etc.; however, part of the bill provides that official actions taken by public officials could result in findings of malfeasance or misfeasance, potentially subjecting an individual to suspension or removal from office.

CITY MANAGER - NONE.

CITY COMMISSION BUSINESS

14. Discussion regarding city entrance City Commission welcome signs.

Commissioner Preston recommended that City Commission welcome signs be placed at all city entrances.

Commissioner Shanetzky spoke in support of the signs and recommended that a slogan be added at the bottom.

Commissioner Plaut spoke in support of welcome signs; however, he stated that they must go through the proper approval process prior to installation and that staff must ensure funding is available.

Vice Mayor Hudak asked for clarification, as the City already has welcome signs.

Commissioner Preston explained that his original vision was to implement digital boards.

In response to Vice Mayor Hudak's question, Commissioner Preston replied that he would like the current signage replaced with City Commission welcome signs and, if funding is available, he would prefer the implementation of digital boards in lieu of static boards.

Vice Mayor Hudak stated that he isn't opposed to staff looking into the recommendation.

Commissioner Shanetzky commented on the digital signage that the Florida Department of Transportation (FDOT) will utilize during the SW 10th Street Project and requested that staff approach FDOT about incorporating the welcome language into their digital signage.

Mayor Drosky stated that he is not opposed to upgrading the City's entryways; however, he spoke in opposition to including the Commission, as it should read "The City of Deerfield Beach Welcomes You." Further, he disagreed with adding a slogan to the signs, as it would make them appear overly busy. Additionally, Mayor Drosky spoke in support of staff exploring digital boards and requested that, regardless of the final decision, the deer remain a part of the entryway design.

After a brief discussion, Rodney Brimlow, City Manager, stated that staff will research all available options.

15. Discussion regarding allowing condominiums to participate in the tree giveaway.

Commissioner Shanetzky stated that although the City cannot offer the giveaway to all associations, he recommended that condominium associations within each district be eligible to receive approximately five to ten trees on a first-come, first-serve basis.

CITY COMMISSION BUSINESS - CONTINUED

Commissioner Preston spoke in support of the idea; however, there is a limited supply of trees and a large number of condominiums.

Commissioner Plaut stated that when purchasing a deed-restricted property, the owner is acquiring the dwelling, not the land it sits on or surrounds; therefore, he is unsure whether a resident in a condominium would be able to plant a tree. Additionally, he agreed that there is a limited supply of trees.

Vice Mayor Hudak stated that the tree program is intended for individuals; therefore, he is unsure how the Commission or staff would determine which associations would receive trees. Further, recipients would be responsible for planting and maintaining the trees, which would fall on the association. Thereafter, he reiterated his concern regarding the selection of associations.

Mayor Drosky explained that there are 300 trees available and that the list fills up, with no additional trees remaining. Additionally, he stated that the trees are funded through taxpayer dollars. Thereafter, he briefly outlined the reasoning behind the tree giveaway program. Mayor Drosky said there are a large number of condominiums in the City, so many single-family homes would be excluded in order to include condominium associations in the program. He said with the SW 10th Street Project, the City will need all available funding to improve the landscape palette. Lastly, he expressed concerns that providing trees to condominium associations could generate opposition from homeowners' associations.

Commissioner Shanetzky reiterated his request to include condominium associations in the tree giveaway program.

COMMENTS BY MAYOR & CITY COMMISSION

COMMISSIONER PRESTON DISTRICT 2

Juneteenth - Commissioner Preston reminded everyone that the event is forthcoming. Thereafter, he encouraged all to attend.

Packers Rattlers - Commissioner Preston commended the program, particularly its educational component.

In response to Commissioner Preston's question, city staff replied that the turf will be installed prior to the start of the new season.

COMMISSIONER SHANETZKY DISTRICT 3

Century Village - Commissioner Shanetzky said on April 22, 2026, the Area Agency on Aging of Broward County, VA counselor, and Broward County Property Appraiser Office will be present in the main party room of the Clubhouse to provide assistance and resources to residents. On April 27, 2026, in the same location, there will be a Public Safety workshop. Further, he stated that registration will begin on April 30, 2026 for transportation to a food bank.

Crystal Lake - Commissioner Shanetzky said there will be a community day on June 20, 2026. Thereafter, on behalf of the community he wanted to thank city staff for their efforts with the tree giveaway.

Updates - Commissioner Shanetzky commented on the filling of the dump. Thereafter, he stated that he continues to work with the City Manager on the Public Advisory Board. Further, he said an update will be provided on the 1045 SW 11th Way Project in May.

COMMISSIONER PLAUT DISTRICT 4

Meetings/Events - Commissioner Plaut commented on the delivery of the aquarium at the Museum of Discovery and Science Deerfield Beach Nature Center.

COMMENTS BY MAYOR & CITY COMMISSION - CONTINUED

VICE MAYOR HUDAK **DISTRICT 1**

BSO Invoices - Vice Mayor Hudak commended the City Manager and staff for thoroughly reviewing the invoices prior to issuing payment.

Public Safety Community Engagement - Vice Mayor Hudak said there will be a meeting on April 23, 2026 at 7:00 p.m. at City Hall. Thereafter, he commented on the positive nature of the meetings thus far.

MAYOR DROSKY

Autism Walk - Mayor Drosky briefly commented on a conversation he had with a resident who is actively involved in the community, particularly autism-related events. Thereafter, he stated that these are the individuals and stories the City must spotlight.

ADJOURNMENT

There was no additional business to discuss.

MOTION was made by Commissioner Preston, seconded by Vice Mayor Hudak, to adjourn the meeting at 10:22 p.m. Voice Vote:

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

Nays: 0

CITY OF DEERFIELD BEACH

TODD DROSKY, MAYOR

Heather Montemayor, CMC, City Clerk

Affordable Housing Advisory Committee (AHAC)
Meeting Minutes
Tuesday, February 10, 2026
Hillsboro Community Center

Call to Order and Roll Call

Mr. Murray called the meeting to order at 6:34 pm.

Members Present: Vice Mayor Ben Preston
Carolyn McNamara
Joseph Murray
Michael Marion
Patricia O'Neil
Paula Cook

City Staff Present: Jonathan Salas, Community Services Department
Giovanni Moss, Community Services Department
Lauren Noland, Community Services Department
Deneeka Moodie-Burton, Community Services Department
Segismundo "Jay" Witkowski, Community Services Department
Debra Reese, City Attorney's Office

A quorum was established.

Approval of Minutes

MOTION made by Carolyn McNamara and seconded by Patricia O'Neil to approve the November 3, 2025, meeting minutes. The MOTION carried unanimously.

Presentation

Board Orientation & Sunshine Law Refresher
Ms. Debra A. Reese, City Attorney, provided board orientation and an overview of Sunshine Law (Chapter 286.011 of the Florida Statutes), which governs public meetings. Refer to the link below for the Sunshine Law legislation discussed.
Chapter 286.011 – Florida Statute

Staff Updates

Housing and Grants Division Staffing Update
Mr. Salas reported that Arlene Wolcott is no longer with the City and that the hiring process for a new Housing Manager is underway.

Affordable Housing Program Status Report
Mr. Salas provided status updates on the Affordable Housing Programs.

- Purchase Assistance: SHIP $70,000, CDBG $70,000, HOME $108,864.
- Home Rehabilitation: SHIP $478,261, CDBG $219,730, HOME $105,653.

- To date, thirty-three (33) applications have been submitted/under review, we have two (2) in the bidding phase, seventeen (17) projects in process, and two (2) projects completed.

Mr. Salas noted that while the program has been advertised, there has been difficulty attracting applicants for the Purchase Assistance Program. One potential strategy is to increase the award amount.

Program Application Window

Mr. Salas stated that applications are currently open. In previous years, the application period was occasionally closed due to funding limitations; however, sufficient funding is currently available to keep the program open on a continuous basis.

On average, one to three applications are received per week, and all submissions are actively reviewed and vetted. Overall, the programs are operating smoothly with a steady flow of applications.

Question: Mr. Murray asked how far we are behind on the funding year.

City's Response: Mr. Salas stated, In a typical funding cycle, the fiscal year begins October 1, so we are currently behind, but fortunately, we didn't fully utilize our purchase assistance funds from last year, which allowed us to roll those funds over into the current year. Additionally, last year we received our largest SHIP allocation to date—just over $1 million—which has helped us maintain continuity. Because of those factors, even though we are technically behind in the funding cycle, it has not negatively impacted our ability to continue operating our programs. Overall, things have balanced out in our favor.

Funding Allocation

Mr. Salas explained that program-specific allocations represent only a portion of total available funding.

- **CDBG Allocation:** $721,000 (supports Home Rehabilitation, Purchase Assistance, infrastructure projects, senior services, and transportation)
- **HOME Allocation:** $214,000
- **SHIP Allocation:** $609,000

A portion of SHIP funding is used for administrative costs, including staffing, travel, and training. Mr. Salas noted an increased focus on staff training due to recent changes in the housing industry.

Project Status

Mr. Salas provided a Project Status update:

- **CDBG:** The City has received its agreement from HUD and is initiating the required 30-day public comment period. Following this period, and if no comments are received, documentation will be submitted to HUD for the release of FY26 funds.

- **HOME:** Allocation amounts have been received, but the formal agreement is pending issuance by Broward County. Prior-year funds remain available, so no disruption is anticipated.
- **SHIP:** The program is on schedule. Two funding tranches have been received, with additional tranches pending. Current funding levels are sufficient to maintain operations.

<u>SHIP Audit</u>
Mr. Salas reported that the SHIP audit has been completed with no findings and no funds required to be returned. Minor best-practice recommendations were provided regarding documentation, and the staff has implemented corrective measures. The next audit is expected within two years.

Old Business

<u>AHAC Housing Incentive Strategies Report: Adoption & Submittal</u>
Mr. Salas reported that the AHAC Housing Incentive Report was adopted by the City Commission on December 16, 2025, and submitted to the State by the December 31, 2025, deadline.

<u>Consolidated Annual Performance & Evaluation Report 9 CAPER)</u>
Mr. Salas also reported that the Consolidated Annual Performance & Evaluation Report (CAPER) was submitted to HUD by the December 31, 2025, deadline.

New business

<u>CDBG Annual Action Plan Development</u>
Mr. Salas stated that following completion of the Five-Year Consolidated Plan, the City is required to submit an annual Action Plan. The City will continue prioritizing affordable housing for low- and moderate-income residents.

A draft Action Plan will be presented at the next meeting for review and recommendation prior to submission to the Commission. Core programs will continue, including purchase assistance, home rehabilitation, transportation, and senior services.

Due to lower-than-expected participation in the Purchase Assistance Program, staff are exploring strategies to increase engagement.

Proposed amendments to the Local Housing Assistance Plan (LHAP) will also be presented, including updates to purchase price limits, policy clarifications, and potential adjustments to income thresholds.

<u>YIGBY! Yes-in-God's Backyard Presentation</u>
Ms. Ali Ankudowich, Director of Land Use Innovation at the Florida Housing Coalition, presented "Activating Florida's New YIGBY Law: Unlocking Faith-Based Land for Affordable Housing" (see attached materials).

Key highlights from the presentation are as follows:

- Allows Local governments to approve housing on certain parcels owned by religious institutions, provided at least 10% of the homes are "affordable" (per s. 420.0004)
- Parcel Eligibility: land owned by a religious institution, which
    - 1) contains a house of public worship; or
    - 2) is contiguous to a parcel with a house of public worship.
- Allows localities to approve affordable housing without amending the comprehensive plan or land development
- Localities have the discretion to set the income levels served below 120% AMI

Question: Joseph Murray asked whether identifying locations would fall to the local government? Also, then assuming the local government would then reach out to the organization to let them know they qualify?

Answer: Ms. Ankudowich stated that the Florida Housing Coalition's mapping identifies properties eligible under state law; however, local governments may further refine eligibility based on local criteria. She noted that best practice includes outreach following policy adoption to inform religious organizations of program opportunities.

Mr. Murray inquired whether many of these religious organizations have schools on their property. Is there any consideration in the law, or should we consider putting housing close to K-12 facilities?

Ms. Ankudowich responded that local governments may incorporate proximity criteria into their policies, including distance requirements from schools.

Mr. Murray asked whether there would be a process to deny applications where residency restrictions apply (e.g., proximity limitations related to schools).

Ms. Ankudowich stated that such provisions should be clearly defined within the local policy. Applications would then be reviewed administratively to ensure compliance with established criteria.

Question: Ms. Cook asked whether religious institutions would be required to sell their property or act as developers.

Answer: Ms. Ankudowich stated that implementation depends on local government interpretation. A jurisdiction may require ownership only at the time of project approval or require the religious institution to retain ownership. She noted that requiring continued ownership may limit development options but would result in greater institutional involvement.

Question: Mr. Murray asked whether the City has plans to explore this opportunity.

Answer: Mr. Salas stated that the City has been evaluating this initiative over the past several months. He noted that the Florida Housing Coalition has been invited to present at the Mayor's Faith Breakfast on March 11, where local clergy will be introduced to the program for the first time from the City's perspective.

Board Updates

Mr. Salas informed the committee that we are going to look into moving the meeting back to Mondays and exploring a new location, since the Hillsboro Community Center is booked on Mondays.

Public Comments

Question: Mr. Steve Fishman, Property Owner/Developer, stated that he owns property in the City of Deerfield and expressed interest in developing affordable housing projects. He asked how many individuals have been assisted based on the funding amounts shown in the Affordable Housing Program Status Report.

City's Response: Mr. Salas stated that the figures referenced ($803,644 and $248,864) represent current funding allocations. He noted that the total number of individuals assisted is reflected at the bottom of the program status slide.

Mr. Fishman inquired whether the City has pursued funding sources beyond CDBG, SHIP, and HOME.

Mr. Salas stated that, in addition to these entitlement grants, the City has explored the Hurricane Loss Mitigation Program (HLMP), a competitive grant that does not have income requirements. He explained that while the City has successfully pursued competitive funding in the past, it did not apply for HLMP this year due to staffing and capacity constraints. He added that the City may consider applying for this funding source in the upcoming year.

Adjournment
The meeting adjourned at 7:51 pm.

Minutes approved ______________________ Date 5/4/26

PLANNING AND ZONING BOARD
CITY OF DEERFIELD BEACH, FLORIDA
March 5, 2026
MEETING MINUTES

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

<u>ROLL CALL</u>

Present: Michelle Balaun
Joe Chancy, Alternate - *arrived at 7:07 p.m.*
Angela Falzone, Alternate
William Lane
Keith Porter
Brian Shartrand, Alternate
Bridgette Beckford, Vice Chair
Brian Bennett, Chair

Also Present: Ramsay Bulkeley, Director of Planning and Development Services
Heather Waldstein, Assistant Director of Planning and Development Services
Anthony Soroka, City Attorney
Samantha Charlemont, Assistant City Clerk

Absent: Judith Mergilles, Alternate

SEATING OF ALTERNATES

None.

APPROVAL OF MINUTES

Vice Chair Beckford made a motion, seconded by Mr. Lane to approve the January 8, 2026 minutes as submitted. The motion CARRIED by unanimous vote.

NEW BUSINESS

P.H. 2026-030: APPLICATION 83-B1-11 Rev.8
Applicant: **Medallion Deerfield 3701 LLC, represented by Paragon Development, LLC.**
Proposal: Seeking Major Site Plan approval to construct a new one-story 2,036 square foot building with associated site improvements on an outparcel of a greater 5.5-acre site in the B-1, Community Business zoning district.
Location: The property is generally described as GRAND UNION DEERFIELD BEACH 117-12 B PARCEL "A" LESS PT DESC AS, BEG AT NW COR, SLY 298.06, ELY FOR 297.33, NLY 84, ELY 203.60, NLY 209.50, WLY 495.98 TO POB & LESS PT K/A PUMPING STATION SITE & LESS PART DESC IN OR 15251/989 9-146 B & LESS POR DESC AS BANK LEASE PARCEL and GRAND UNION DEERFIELD BEACH 117-12 B PORTION OF PARCEL A DESC AS COMM AT SW COR SAID PAR A,N 6.10,NE 8.35, E 61 TO POB, N 164.87,E 111.90,S 16.85,E 27.94,S 154.05, NW 57.25,W 82.99 TO POB,LESS THAT PORTION PER MMB 9-146 B AKA:BANK LEASE PARCEL and located at **3701 W Hillsboro Boulevard**.

SUMMARY BACKGROUND/EXPLANATION

The applicant, Medallion Deerfield 3701 LLC, is seeking Major Site Plan approval to construct a new one-story 2,036 square foot Fifth Third Bank with associated site improvements on an outparcel of a greater 5.5-acre site. Site improvements include associated parking, drive thru lanes, drainage, dumpster enclosure, landscaping improvements, and a pedestrian connection to the public right-of-way.

The building is proposed to be 18 feet 9 inches high, and the maximum height allowed in the B-1 zoning district is 45 feet. The architecture meets the minimum design standards outlined in the City's Land Development Code Section 78-7(b).

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

On January 28, 2026, the item was heard and approved by the Community Appearance Board (CAB).

Heather Waldstein, Assistant Director of Planning and Development Services, stated that 95 public notices were mailed, three were returned undeliverable, and no letters of approval or objection were submitted. Thereafter, she provided a brief overview of the item.

Leonardo Figueroa, 8751 West Broward Boulevard, Plantation, representing the applicant, highlighted a brief PowerPoint presentation. He stated that the applicant is seeking to construct a new bank building with associated site improvements.

In response to Ms. Balaun's question, Tim Loken, 550 South Caldwell Street, Charlotte, North Carolina representing the applicant, replied that the building design incorporates an open interior layout with modern banking features, including virtual teller stations and customer service areas to accommodate evolving banking operations.

In response to Chair Bennett's questions, Ms. Waldstein replied that all comments were addressed through Development Review Committee (DRC) process and that the CAB recommended approval. She explained that the proposed building height is approximately 18 feet 9 inches, well below the 45-foot maximum permitted within the zoning district, and the project does not meet the traffic threshold for additional traffic analysis, as projected trips are well below 500 daily trips.

Chair Bennett opened the public hearing; however, there were none to speak.

Vice Chair Beckford made a motion, seconded by Ms. Balaun to close the public hearing. The motion CARRIED by unanimous vote.

Discussion ensued regarding site access, drive-through circulation, and potential traffic impacts within the shopping center. It was noted that the existing plaza has historically operated without significant circulation issues and that the proposed bank use is not expected to generate substantial traffic compared to other commercial uses.

Vice Chair Beckford made a motion, seconded by Mr. Lane to approve Application 83-B1-11 Rev.8 as submitted. The motion CARRIED by unanimous vote.

STAFF REPORT

Director of Planning and Development Services - Heather Waldstein, Assistant Director of Planning and Development Services, introduced Ramsay Bulkeley.

Chair Bennett congratulated Mr. Bulkeley and welcomed him to the City.

Next Meeting - Ms. Waldstein said potential code amendments may be brought forward for consideration at a future meeting.

CHAIRMAN'S

None.

MEMBERS' REPORTS

None.

ADJOURNMENT

Vice Chair Beckford made a motion, seconded by Mr. Porter to adjourn the meeting at 7:24 p.m. The motion CARRIED by unanimous vote.

____
Brian Bennett, Chair
Planning and Zoning Board

Deerfield Beach
Florida

Regular City Commission Meeting - May 19, 2026

DEERFIELD BEACH - YOU ARE HEREBY NOTIFIED that the **Regular City Commission** meeting will be held on **Tuesday, May 19, 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 May 19, 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 May 19, 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 May 19, 2026.

i. Use the following link below to access the meeting via Zoom:
https://deerfield-beach.zoom.us/j/84052458803?pwd=uXFWd6h0Oa9yAezbeTbiX2I0GLwRaa.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: 840 5245 8803#, Participant ID: #, Passcode: 294850#

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 May 19, 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.

Deerfield Beach
Florida

<u>PUBLIC COMMENT</u>

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. 2026-248

Agenda Date: 5/19/2026

Status: CONSENT - BOARD APPOINTMENTS

In Control: City Commission

Title
Resolution 2026/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, appointing James Gard to the Historic Preservation Board to fulfill an unexpired term; 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
On April 30, 2026, Greg Murray resigned from the Historic Preservation Board ("Board") creating a vacancy. James Gard has expressed an interest in serving on the Board and has been nominated by Commissioner Shanetzky to fill the vacancy.

Current Activity
Upon approval, the Board will have four regular members with one vacancy.

Recommendation
Approval is recommended.

RESOLUTION NO. 2026/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPOINTING JAMES GARD TO THE HISTORIC PRESERVATION BOARD TO FULFILL AN UNEXPIRED TERM; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on January 14, 2020, the City of Deerfield Beach City Commission adopted Ordinance 2020/004 creating the Historic Preservation Board (the "Board"), establishing the powers and duties of the Board, and providing that the Board shall consist of five regular members; and

WHEREAS, the members of the Board are appointed by and serve at the pleasure of the City Commission for a two-year term; and

WHEREAS, the purpose of the Board is to inventory, designate, certify, regulate, and manage historic resources in the City; and

WHEREAS, on April 30, 2026, Greg Murray resigned from the Board creating a vacancy; and

WHEREAS, James Gard has expressed an interest in serving on the Board and has been nominated by Commissioner Shanetzky.

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. James Gard is hereby appointed to the Historic Preservation Board of the City of Deerfield Beach for a term commencing on May 19, 2026 and ending on May 15, 2027.

Section 3. Mr. Gard shall serve without compensation and is required to file a financial disclosure statement.

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

City of Deerfield Beach
Application for Advisory Board or Committee

Advisory Board or Committee you are applying for:

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

Are you willing to be considered for an alternate Board or Committee? Yes (●) No ( )

Name James Gard

Address 406 Libery Ct

City Deerfield Beach State FL Zip 33442

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

Year- Round Resident? Yes (●) No ( )

If No, what months are you away?

Home Phone 9548021827 Work/Mobile Phone

E-mail jjgshs@gmail.com

Employer retired

Address

Occupation (if retired, please indicate and list former occupation) Math Teacher 44 yrs Broward Sch

Please list any governmental Advisory Boards or Committees on which you currently serve:
Mount Carmel Community Center, Mt. Carmel PA, Broward Teachers Union, negotiating committe, Tradewinds and Atlantic Railroad Treasurer -Coconut Creek FL, Liberty Ct B.O.D. Treasurer

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

Academic: Degrees, Diplomas

Bachelors - Bloomsburg University, Bloomsburg, PA Masters , Florida Atlantic University

Professional: Certification(s)

Mathematics through grade 12, Exceptional Ed through Grade 12 Florida

Knowledge: Training, interest or experience

Math 44 years - Calculus on down, Union rep 30+years, Faculty councils, advisory committees, class sponsors, coaching of various sports 40 years (football, tennis, golf, soccer, pickleball, volleyball). Registered tax preparer (can be found in IRS search) 20+ years

Community Involvement: List organizations/positions

Tradewinds and Atlantic RR (501c3) - treasurer - Tradewinds Park in Coconut Creek, Mt. Carmel Community Center Board Member 6 years, Mount Carmel, Pa, Broward Schools Teachers Union negotiaing committee 7 years, Eagle-Orzel Polish/American Organization - 5 years

Organizations: Memberships

Tradewinds and Atlantic RR (501c3) - treasurer - Tradewinds Park in Coconut Creek, Mt. Carmel Community Center Board Member 6 years, Mount Carmel, Pa, Broward Schools Teachers Union negotiaing committee 7 years, Eagle-Orzel Polish/American Organization - 5 years

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

Signature:

Date: 5/1/20

Print Name: James Gard

Return completed application to:
City Clerk's Office
150 NE 2nd Avenue, Deerfield Beach, FL 33441
Phone: 954-480-4213
Website: www.deerfield-beach. com
Fax: 954-480-4323
E-mail: web.clerk@deerfield-beach.com

PLEASE NOTE: Resumes/Additional information may be included; however, the application MUST be completed.

REV 02/2024

City of Deerfield Beach

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

Face Sheet
File Number: I.D. 2026-254

Agenda Date: 5/19/2026

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, amending the 2025/2026 schedule of Regular City Commission meetings; providing for implementation and an effective date.

Recommended Action
Commission to vote on Resolution

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

Background/History
Section 200.065(2)(c), Florida Statutes, provides that "within 80 days of the certification of value pursuant to subsection (1), but not earlier than 65 days after certification, the governing body of each taxing authority shall hold a public hearing on the tentative budget and proposed millage rate." Accordingly, the City's regularly scheduled September 1, 2026, Commission meeting is being rescheduled to September 9, 2026. Additionally, the final adopted non-ad valorem assessment rates must be certified to the Tax Collector no later than September 15, 2026. The September 15, 2026 City Commission meeting is being rescheduled to September 14, 2026.

Recommendation
Approval is recommended.

RESOLUTION NO. 2026/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING THE 2025/2026 SCHEDULE OF REGULAR CITY COMMISSION MEETINGS; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, on September 8, 2025, the City Commission approved the Fiscal Year 2025/2026 City Commission meeting schedule through October 6, 2026; and

WHEREAS, Section 200.065(2)(c), Florida Statutes, regarding the adoption of millage rates and fiscal year budgets provides that "within 80 days of the certification of value pursuant to subsection (1), but not earlier than 65 days after certification, the governing body of each taxing authority shall hold a public hearing on the tentative budget and proposed millage rate"; and

WHEREAS, the City Commission wishes to amend the schedule of regular City Commission meetings for 2025/2026 to reschedule the September 1, 2026 Regular City Commission Meeting to Wednesday, September 9, 2026; and

WHEREAS, the final adopted non-ad valorem assessment rates must be certified to the Tax Collector no later than September 15, 2026; and

WHEREAS, the City Commission wishes to amend the schedule of regular City Commission meetings for 2025/2026 to reschedule the September 15, 2026 Regular City Commission Meeting to Monday, September 14, 2026 to provide time for the non-ad valorem assessment adoption and transmit to the appropriate authorities.

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 amends the City Commission Meetings Schedule for Fiscal Year 2025/2026 to reschedule the September 1, 2026 and September 15, 2026 Regular City Commission Meetings to September 9, 2026 and September 14, 2026, respectively.

Section 3. The City Commission reserves the right to reschedule meetings, schedule special meetings, or take such other actions as it deems appropriate.

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

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

PASSED AND ADOPTED THIS _____ DAY OF ______________, 2026.

____
TODD DROSKY, MAYOR

ATTEST:

____
HEATHER MONTEMAYOR, CITY CLERK

FY26 City Commission Meeting Schedule

Tuesday, October 7, 2025

Tuesday, October 21, 2025

Tuesday, November 4, 2025

Tuesday, November 18, 2025

Tuesday, December 2, 2025

Tuesday, December 16, 2025

Tuesday, January 6, 2026

Tuesday, January 20, 2026

Tuesday, February 3, 2026

Tuesday, February 17, 2026

Tuesday, March 3, 2026

Tuesday, March 31, 2026

Tuesday, April 14, 2026

Tuesday, April 21, 2026

Tuesday, May 5, 2026

Tuesday, May 19, 2026

Tuesday, June 2, 2026

Tuesday, June 16, 2026

Tuesday, July 7, 2026

Tuesday, August 4, 2026

Tuesday, August 18, 2026

~~Tuesday, September 1, 2026*~~ Wednesday, September 9, 2026

~~Tuesday, September 15, 2026*~~ Monday, September 14, 2026

Tuesday, October 6, 2026

*subject to change based on budget hearing scheduling requirements

City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2026-213

Agenda Date: 5/19/2026

Status: CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2026/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving and authorizing execution of the Municipal Election Agreement with the Broward County Supervisor of Elections for a November 3, 2026, Referendum Election; providing for implementation and an effective date. *(Funds from Account #100-100-121-1211-000-51200-503299 - Other Contractual Services)*

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: $46,810 (Estimate)
Account Name: Other Contractual Services
Account Number: 100-100-121-1211-000-51200-503299

Background/History

On October 15, 2024, the City Commission approved the re-establishment of the Charter Review Board ("Board") to conduct a comprehensive review of the City's Charter and ensure that it remains current, effective, and reflective of the community's needs and governance best practices.

The Board was responsible for reviewing the Charter in its entirety and charged with identifying and evaluating provisions that may require amendment, clarification, modernization, or repeal.

The Board was authorized to solicit and receive input from members of the public and subject-matter experts, as deemed appropriate, to assist in its review. In formulating its recommendations, the Board took into consideration applicable provisions of state law, principles of efficient and effective governance, and the promotion of transparency and accountability in municipal operations.

Current Activity

Upon completion of its review, the Board shall submit to the City Commission its recommendations regarding proposed amendments to the City Charter. The City Commission retains the authority to accept, modify, or reject in whole or in part, any recommendations of the Board and, in its discretion, to direct that any proposed Charter amendments be submitted to the electors for approval in accordance with applicable law. In the event the City Commission approves any such recommendations for placement on the ballot, an election shall be held on November 3, 2026, for consideration by the electors.

The estimated cost for the 2026 November General Election with ballot questions plus extra ballot pages is $39,009.00 at $0.75 per registered voter; $46,810.00 with one extra page; and $54,612.00 with two extra pages. Due to the number of recommendations proposed by the Board, the ballot may require an additional page.

Recommendation
Staff recommends approval of the agreement.

RESOLUTION NO. 2026/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING AND AUTHORIZING EXECUTION OF THE MUNICIPAL ELECTION AGREEMENT WITH THE BROWARD COUNTY SUPERVISOR OF ELECTIONS FOR A NOVEMBER 3, 2026, REFERENDUM ELECTION; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, the Broward County Supervisor of Elections (the "Supervisor") has the legal authority to provide expertise, personnel, and equipment to assist a municipality in overseeing election needs, including the selection, engagement and provision of poll workers in the City of Deerfield Beach's municipal election and potential referendum election; and

WHEREAS, in addition to the scheduled November general election, the City may be submitting referendum questions to the electors of the City relating to proposed amendments to the City Charter for consideration on the November 3, 2026 general election ballot; and

WHEREAS, the City desires to enter into an Agreement, attached as Exhibit "1", (the "Municipal Election Agreement") with the Broward County Supervisor of Elections ("Supervisor") to provide for the Supervisor to have the authority to engage poll workers and to conduct the City's potential charter amendment referendum election on November 3, 2026, which may include proposed City Charter amendment ballot questions.

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 Municipal Election Agreement with the Supervisor, attached as Exhibit "1".

Section 3. The Mayor and City Manager are authorized to execute the Municipal Election Agreement, attached as Exhibit "1," together with such non-substantial changes as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

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

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

PASSED AND ADOPTED THIS ____ DAY OF __________________, 2026.

CITY OF DEERFIELD BEACH

TODD DROSKY, MAYOR

ATTEST:

HEATHER MONTEMAYOR, CITY CLERK

BROWARD JOE SCOTT SUPERVISOR OF ELECTIONS

MUNICIPAL ELECTIONS AGREEMENT

This Municipal Elections Agreement is between the Broward County Supervisor of Elections, a Broward County Constitutional Officer ("Supervisor"), and the City of Deerfield Beach, a municipal corporation ("Municipality") (each a "Party" and collectively referred to as the "Parties").

RECITALS

A. Supervisor has certain duties, functions, and responsibilities provided in the Florida Election Code (Chapters 97 through 106, Florida Statutes), as amended from time to time. Among Supervisor's duties, functions, and responsibilities are the engagement, training, and assigning of Poll Workers (as hereinafter defined), in connection with federal, state, county, and certain municipal and district elections described in Chapter 102, Florida Statutes.

B. Chapter 75-350, Laws of Florida (Special Acts 1975), as amended, provides for a uniform filing and election date for all municipal elections conducted in Broward County, Florida, and other matters affecting elections for all municipalities within Broward County, Florida.

C. Municipality is responsible for all costs associated with conducting any of its elections, including without limitation all "election costs" as defined in Section 97.021(15), Florida Statutes.

D. Supervisor possesses the requisite legal authority, expertise, personnel, and equipment to assist Municipality in selecting and training Poll Workers and conducting municipal election(s) in Broward County, Florida. Municipality desires to delegate to Supervisor the power, duty, and authority to conduct Municipality's election(s) pursuant to the terms, conditions, and provisions of this Agreement.

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. **Applicable Law** means all applicable federal, state, county, municipal, or other government entity laws, rules, regulations, codes, ordinances, advisory opinions, as amended from time to time, including without limitation, the provisions in Chapter 75-350, Laws of Florida (Special Acts of 1975), as amended, the Americans with Disabilities Act, 42 U.S.C. § 12101, and Section 504 of the Rehabilitation Act of 1973.

1.2. **Broward County Supervisor of Elections** or **Supervisor** means Joe Scott in his official capacity as the Broward County Supervisor of Elections or the then-current duly elected or appointed successor, as applicable.

1.3. **Election Fees** means all fees, costs, charges, and expenses associated with the Municipal Elections and Supervisor's performance of the Election Services, including without limitation "election costs" as defined in Section 97.021(15), Florida Statutes, and amounts paid or due to Poll Workers.

1.4. **Election Services** means the duties, functions, obligations, and work required by Supervisor to conduct the Municipal Elections and any additional services agreed to by the Parties and provided for in a written amendment to this Agreement.

1.5. **Municipal Election(s)** means the Municipality's elections within the scope of Article 2 of this Agreement or within the scope of any amendment to this Agreement.

1.6. **Poll Worker(s)** means trained and paid individuals who are active voters and provide various election related services at precincts or Polling Locations on election day or during early voting periods. Poll Workers include the positions and job descriptions listed and defined on Supervisor's website at BrowardVotes.gov.

1.7. **Polling Location(s)** means a building, including any portion thereof, designated by Supervisor where voters cast their ballots during an election, such as a school or a library.

1.8. **Stand-Alone Election(s)** means a municipal election held when only municipal races are on the ballot, or when no other federal or state election is being held.

ARTICLE 2. SCOPE OF ELECTION SERVICES

2.1. Municipal Elections. Municipality hereby engages Supervisor to perform Election Services in connection with the Municipal Elections scheduled to occur in ______________________________. If Municipality desires Supervisor to perform Election Services for any additional municipal elections ("Additional Elections"), the terms, conditions, and services relating to such Additional Elections shall be agreed to by both Parties and set forth in an amendment executed pursuant to the terms of this Agreement.

2.2. Cost Estimates. Supervisor has provided to Municipality, and Municipality acknowledges receipt of, the applicable schedule of Election Fees. A current estimate of the Election Fees associated with the applicable Municipal Elections is attached hereto as Exhibit A ("Cost Estimate"). The Cost Estimate is subject to adjustment based on the actual costs incurred by Supervisor and does not include other necessary costs as provided for in Section 3.8 of this Agreement, if any.

2.3. Final Invoice. For each Municipal Election, Supervisor will provide Municipality with a final invoice, which includes the actual Election Fees associated with the applicable Municipal Election, within six (6) months after the date of the applicable Municipal Election ("Final Invoice").

2.4. Polling Locations. Except as otherwise provided in Section 3.2 and Applicable Law, Supervisor shall select and designate Polling Locations (including early voting locations) in Supervisor's sole and absolute discretion.

2.5. Poll Workers. Except as otherwise provided by Applicable Law, Supervisor shall select, hire, assign, and train an appropriate number of Poll Workers for the Municipal Elections, as determined by Supervisor in Supervisor's sole and absolute discretion.

2.6. Payment of Poll Workers. Supervisor shall set the pay rate for Poll Workers and pay Poll Workers in accordance with Applicable Law.

2.7. County Voting System. Except as otherwise required by Applicable Law, Supervisor shall use Broward County's current voting equipment and systems in the performance of the Election Services, and Supervisor shall determine, in Supervisor's sole and absolute discretion, the manner in which to use such voting systems and the type and number of such equipment to be used for each applicable Municipal Election.

2.8. Vote by Mail. If the Municipal Elections will be conducted during a federal or state election, Supervisor shall provide vote by mail/absentee ballots to Municipality's residents in the same manner as the federal or state election pursuant to Applicable Law. Vote by mail ballots for any Stand-Alone Election shall be subject to Supervisor's sole and absolute discretion, and Municipality shall pay Supervisor for any fees and costs associated with any such vote by mail operations and materials.

ARTICLE 3. MUNICIPALITIES OBLIGATIONS

3.1. Supervisor's Compensation and Method of Payment. Except as otherwise provided in Exhibit A, Municipality shall pay Supervisor the Election Fees incurred and for any other necessary costs as provided for in Section 3.8 herein for each applicable Municipal Election. Municipality shall timely pay Supervisor all amounts invoiced by Supervisor within thirty (30) days after receipt of Supervisor's Final Invoice. Payment shall be made to Supervisor at the address stated in Section 5.1 and pursuant to the instructions prescribed by Supervisor or Supervisor's authorized designee. Municipality's payment obligation includes all Election Fees incurred by Supervisor, including any other necessary costs as provided for in Section 3.8 herein, which may be in excess of the Cost Estimate attached as Exhibit A or otherwise provided to Municipality by Supervisor.

3.2. Polling Locations. Not less than sixty (60) days prior to the date of the applicable Municipal Election, Municipality may provide in writing to Supervisor proposed Polling Locations for such Municipal Election, which locations shall be subject to final review and approval by Supervisor. For Polling Locations proposed by Municipality, Municipality shall provide to Supervisor copies of the rental agreements or other documentation for the utilization of the Polling Locations consistent with the provisions of this section. For Municipal Elections conducted during a federal or state election, the Polling Locations will be determined and the terms for use negotiated by Supervisor in Supervisor's sole and absolute discretion.

3.2.1. Use of Polling Locations. For each applicable Municipal Election, Supervisor shall pay the rental costs and fees for the use of Polling Locations and such costs shall be included in the Election Fees set forth in the Cost Estimate and the Final Invoice for reimbursement by Municipality.

3.2.2. Municipality's Additional Responsibilities for Polling Locations. Municipality is responsible for: (a) providing any additional security requested by Municipality for the Polling Location(s); (b) fully cooperating with Supervisor to comply with any Applicable Law related to the Polling Location(s), including any standards or guidelines from the Florida Secretary of State; (c) ensuring compliance with Supervisor's then-existing security standards for Polling Locations; (d) entering into written use, license, or other rental agreements for the use of the sites on the terms and conditions set forth in any form(s) provided by Supervisor for such purpose or otherwise approved in advance by Supervisor; and (e) to the extent Municipality owns, leases, sublets, or otherwise operates the Polling Location, the repair and maintenance of the Polling Location(s) in good structural and safe condition in compliance with Applicable Law, including without limitation the Americans with

Disabilities Act, 42 U.S.C. § 12101, and Section 504 of the Rehabilitation Act and ensuring that the Polling Locations comply with all other Applicable Laws.

3.2.3. Polling Location Changes. Municipality shall be responsible for and shall pay all costs incurred by Supervisor as a result of any Polling Location changes requested by Municipality, including all costs associated with providing written notice to voters.

3.3. Cooperation with Supervisor. Municipality shall promptly provide any and all documents, information, and cooperation reasonably requested by Supervisor in connection with Supervisor's performance of the Election Services and any other applicable duties and obligations under this Agreement.

3.4. No Legal Advice; Municipality's Responsible Person. Municipality shall be responsible for obtaining its own legal advice and determinations of Applicable Law related to the Municipal Elections, including candidate qualifications and eligibility, petitions, referendums, and special elections. Municipality acknowledges and agrees that Supervisor has no obligation to and expressly disclaims the provision of any legal advice, legal opinions, and legal guidance to Municipality in connection with the performance of Supervisor's obligations under this Agreement. Prior to each Municipal Election, Municipality shall identify in writing and provide to Supervisor the contact information for the Municipal Clerk or other municipal official(s) who shall act as Supervisor's point of contact for Municipality and who shall also be the municipal official responsible for ensuring the performance and oversight of Municipality's obligations under the Florida Election Code, and any municipal charter provision or ordinances in this Agreement with regard to the Municipal Election ("Municipality's Responsible Person"). Notwithstanding the foregoing, except as otherwise required by the Florida Election Code or other Applicable Law, Municipality agrees and acknowledges that Supervisor does not consent to and is not bound by any statute, municipal charter or ordinance that provides for the delegation of duties to Supervisor unless such duties are expressly provided for in this Agreement or consented to by Supervisor in writing. Except as otherwise required by Applicable Law, any obligations or duties not set forth in this Agreement shall be the sole responsibility of Municipality.

3.5. Candidate Qualifications and Signature Verifications. Subject to Applicable Law, Municipality shall be responsible for and shall conduct any municipal candidate qualifications, determinations of eligibility to run, and collection of any election assessments. Municipality shall accept and process all qualifying papers and fees from such candidates and Municipality shall promptly provide Supervisor with a list of all qualified candidates in the format required by Supervisor, at the end of the qualification period. If Municipality requires Supervisor to verify signatures for candidate qualifying petitions or any other petitions permitted under Applicable Law, Municipality shall pay Supervisor's fees and costs for such verifications and Supervisor shall perform such verifications in the same manner it performs verifications for state candidates, except as provided by Applicable Law.

3.6. Notifications and Election Ads Required by Law. Supervisor shall prepare and arrange for publication in English, Spanish and Creole all election advertising and notices required under the Florida Election Code, directives and guidance from the Florida Secretary of State, and applicable state and federal laws. For all other election advertising and public notices, including without limitation, applicable recount notices and any other required notices to candidates, political parties, and political committees, Municipality shall be responsible for the preparation and publication in English, Spanish and Creole of all such materials.

3.7. Ballots; Other Election Material; and Translations. No later than the last day of Municipality's candidate qualifying period or such earlier date as required by Supervisor to timely prepare the ballots and perform the Election Services, Municipality shall promptly furnish to Supervisor all ballot information in English, Spanish, and Creole, including the name of the candidates as they are to appear on the ballot and any pronunciation guides, the name of Municipality, the name of the Municipal Election, the titles of office(s), and any referendum titles, explanations, or questions. Municipality shall be solely responsible for all translation costs. Further, Municipality agrees to promptly approve layout and ballot proof(s) provided by Supervisor, and Municipality shall be responsible for and shall ensure that all Municipal Election materials, including required notices and ballots, are accurate and legally sufficient.

3.8. Other Necessary Costs. Municipality shall reimburse Supervisor for any additional costs or fees not otherwise expressly provided for in this Agreement incurred as a result of the Municipal Election, including without limitation, costs associated with conducting a recount or runoff, attorneys' fees and costs incurred by Supervisor in any matter related to the Municipal Election, and costs caused by any negligence, mistake, or intentional act or omission by Municipality, its employees, officers, commissioners, or agents.

ARTICLE 4. 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 either Party nor shall anything included herein be construed as consent by either Party to be sued by a third party in any matter arising out of this Agreement. Each Party is a state agency or political subdivision as defined in Section 768.28, Florida Statutes, and shall be responsible for the acts and omissions of its agents or employees to the extent required by Applicable Law. This section shall survive the termination of all performance or obligations under this Agreement.

ARTICLE 5. NOTICES AND PUBLIC RECORDS

5.1. In order for a 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 e-mail, to the addresses listed below, and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Addresses may be changed by the applicable Party giving notice of such change in accordance with this section.

Notices to Supervisor:

Attn: Joe Scott, Supervisor of Elections
4650 NW 21st Avenue
Fort Lauderdale, Florida 33309
E-mail: jscott@browardvotes.gov

With a copy to:

Broward County Attorney's Office
Attn: Devona A. Reynolds Perez
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Email addresses: dreynoldsperez@broward.org

Notices to Municipality:

Attn: ______________________________ (name and title)
____
____
Email address: ______________________

With a copy to:
____
____
Email address: ______________________

5.2. Public Records. The Parties are public agencies subject to Chapter 119, Florida Statutes, and each Party shall comply with its respective obligations as provided by law. In providing the Election Services, Supervisor does not assume and expressly disclaims any designation or delegation as custodian of Municipality's election records. In the event of an election contest or challenge, Supervisor agrees to cooperate in providing any public records that Supervisor maintains or otherwise controls.

ARTICLE 6. DISPUTES; GOVERNING LAW, VENUE, AND WAIVER OF JURY TRIAL

6.1. Dispute Resolution; Attorneys' Fees. Should a dispute arise regarding the interpretation of this Agreement or the performance of either Party, the Parties shall complete dispute resolution proceedings pursuant to Chapter 164, Florida Statutes, prior to commencing a legal action. Each Party shall bear its own attorneys' fees and costs, including in Chapter 164 proceedings and at both the trial and appellate levels.

6.2. Law, Jurisdiction, Venue, Waiver of Jury Trial. The terms, provisions, covenants, and conditions of this Agreement shall be construed solely in accordance with 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 Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United 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.**

ARTICLE 7. TERM; TERMINATION

7.1. Agreement Term. Unless earlier terminated as provided in this Agreement, the term of this Agreement shall be from the date of its full execution (the "Effective Date") until sixty (60) days after the election results has been certified, all vote processing equipment has been returned to

Supervisor's warehouse, and any post-election audit or reconciliation required under Applicable Law, has been completed for the last Municipal Election covered by this Agreement.

7.2. Termination for Convenience. Unless a Municipal Election is scheduled to occur within the next ninety (90) days, this Agreement may also be terminated for convenience upon written notice by either Party, effective on the termination date stated in the written notice provided by the terminating Party, which termination date shall be not less than thirty (30) days after the date of such written notice. If this Agreement is terminated, Supervisor shall be paid for the Election Fees incurred through the effective date of termination and any other necessary costs provided for in Section 3.8. The payment obligations of Municipality under this Agreement shall survive expiration or termination of this Agreement.

ARTICLE 8. MISCELLANEOUS

8.1. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term. Supervisor's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

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

8.3. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

8.4. Amendments. No modification, amendment, or alteration in the terms and conditions of this Agreement shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

8.5. No Third-Party Beneficiaries. Neither Supervisor nor Municipality intends to primarily 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.

8.6. Joint Preparation and Interpretation. This Agreement has been jointly prepared by the Parties and shall not be construed more strictly against either Party. 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.

8.7. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached hereto or referenced or incorporated herein and any provision of Articles 1 through 8 of this Agreement, the provisions contained in Articles 1 through 8 shall prevail and be given effect.

8.8. Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of each of the Parties hereto.

8.9. Independent Contractor. Supervisor is acting as an independent contractor for Municipality in the performance of Election Services under this Agreement. Nothing in this Agreement constitutes or creates a partnership, joint venture, or any other relationship between the Parties. Neither Party nor its agents shall act as officers, employees, or agents of the other Party. Neither Party shall have the right to bind the other Party to any obligation not expressly undertaken by that Party under this Agreement.

8.10. Incorporation by Reference. Any and all Recital clauses above are true and correct and are incorporated in this Agreement by reference. The attached Exhibits are incorporated and made a part of this Agreement.

8.11. Representation of Authority. Each individual executing this Agreement on behalf of a Party hereto hereby represents and warrants that they are, on the date they sign this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such Party and does so with full legal authority.

8.12. Nondiscrimination. No Party may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY SUPERVISOR OF ELECTIONS, JOE SCOTT, and MUNICIPALITY, signing by and through its (name and title)_____________________________ duly authorized to execute same.

SUPERVISOR

By: ____
Joe Scott, Broward County Supervisor of Elections

__day of _________, 202_

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 ____
Devona A. Reynolds Perez (Date)
Assistant County Attorney

MUNICIPAL ELECTIONS AGREEMENT

MUNICIPALITY

ATTEST:

_________________________________ , City Clerk

By:______________________________

_____ day of_________________, 202__

I HEREBY CERTIFY that I have approved this Agreement as to form and legal sufficiency subject to execution by the Parties:

______________________________________ , City Attorney

EXHIBIT A - Municipal Election Cost Estimate

Description	**Cost per registered voter in Municipality (per election)**
Election Fees for candidate only municipal elections held in conjunction with county, state, or federal elections:	$0
With Ballot Question(s) Each Extra Ballot Page Side	$0.75 $0.15 x number of registered voters
Stand-Alone Election (only municipal races, question(s) are on the ballot) Each Extra Ballot Page Side Optional Early Voting	$2.90 $0.15 x number of registered voters Number of days of early voting x ($2.90 x number of registered voters)
Estimate of Municipality's Total Number of Registered Voters as of (4/27/2026): 52,011	**Estimated Cost for 2026 March Election : ______________** **Estimated cost with extra ballot pages:** **________________ with 1 extra page** **________________ with 2 extra pages** **Estimated Cost for 2026 November General Election :** 0 **(Candidate Only)** **Estimated cost with ballot question(s) plus extra ballot pages:** $39,008.25 **at $0.75 per registered voter** $46,809.90 **with 1 extra page** $54,611.55 **with 2 extra pages**

City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2026-188

Agenda Date: 5/19/2026

Status: CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2026/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving and authorizing execution of the Interlocal Agreement among Broward County, the City of Deerfield Beach and other Broward Municipalities for sharing resource burdens of the system-wide NPDES MS4 Permit and authorizing Broward County to conduct technical activities required by the NPDES MS4 Permit; 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 United States Environmental Protection Agency (EPA), under the Federal Water Pollution Control Act (Clean Water Act), requires municipalities to comply with the National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Permit Program to regulate stormwater discharges and protect water quality.

The State of Florida, pursuant to Section 403.0885, Florida Statutes, administers the NPDES program through delegation from the EPA under Section 402 of the Clean Water Act. The Florida Department of Environmental Protection (FDEP) implements this program in accordance with Chapter 62-624, Florida Administrative Code.

Under this framework, Broward County serves as the “lead permittee,” while participating municipalities, including the City of Deerfield Beach, act as “co-permittees.” Broward County, through its Public Works and Environmental Services Department (PWESD), coordinates regional compliance efforts and performs technical activities required under the MS4 Permit, including planning, design, construction, operation, and maintenance of County-owned drainage infrastructure.

On November 7, 2017, Broward County and participating municipalities executed an Interlocal Agreement following the issuance of NPDES MS4 Permit No. FLS000016-004 for the fourth five-year permit cycle. This agreement will expire upon issuance of the next MS4 permit by FDEP.

To ensure continued regulatory compliance and efficient program management, the County and participating municipalities seek to enter into the enclosed Interlocal Agreement ("ILA") and maintain Broward County’s role in coordinating permit activities and implementing required technical services.

Current Activity

City staff has reviewed the proposed ILA, which will be executed pursuant to Section 163.01, Florida Statutes (Florida Interlocal Cooperation Act of 1969). The agreement formalizes the continued partnership among Broward County and its municipalities, including Deerfield Beach, for the shared responsibility of implementing and complying with the system-wide NPDES MS4 Permit requirements.

The agreement authorizes Broward County to continue performing technical, administrative, and coordination functions necessary to support compliance efforts across all co-permittees and will be for a five-year term, unless terminated by any Party.

Each municipality is required to share resource burden costs, as set forth in Exhibit B of the ILA, which are payable on November 30th of each year of the Agreement. The City's share of the costs is as follows:

October 1, 2026 to September 30, 2027 - $24,426
October 1, 2027 to September 30, 2028 - $25,036
October 1, 2028 to September 30, 2029 - $25,662
October 1, 2029 to September 30, 2030 - $26,304
October 1, 2030 to September 30, 2031 - $26,961

Recommendation
It is recommended that the City Commission of the City of Deerfield Beach approve and authorize execution of the ILA with Broward County and approve the City's participation in the ILA.

RESOLUTION NO. 2026/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING AND AUTHORIZING EXECUTION OF THE INTERLOCAL AGREEMENT AMONG BROWARD COUNTY, THE CITY OF DEERFIELD BEACH AND OTHER BROWARD MUNICIPALITIES FOR SHARING RESOURCE BURDENS OF THE SYSTEM-WIDE NPDES MS4 PERMIT AND AUTHORIZING BROWARD COUNTY TO CONDUCT TECHNICAL ACTIVITIES REQUIRED BY THE NPDES MS4 PERMIT; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the United States Environmental Protection Agency ("USEPA") by way of the Water Quality Act of 1987, 33 U.S.C. 1251 and 40 CFR 122.42(c), requires Broward County (the "County") and the City of Deerfield Beach (the "City") to comply with the applicable conditions of the National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Permit Program; and

WHEREAS, the USEPA has recommended that the County act as "lead permittee" and the City act as "co-permittee;" and

WHEREAS, the State of Florida, pursuant to Section 403.0885, Florida Statutes, as amended, is empowered to establish a state NPDES program in accordance with Section 402 of the Clean Water Act, as amended; and

WHEREAS, the USEPA delegated the NPDES permitting program to the Florida Department of Environmental Protection ("FDEP"), and FDEP has adopted Rule 62-624, Florida Administrative Code (F.A.C.), Municipal Separate Storm Sewer Systems, to administer the NPES MS4 permitting program; and

WHEREAS, the County, by and through its Public Works and Environmental Services Department (PWESD), has the legal authority and ability to coordinate and conduct specific technical activities required by the NPDES MS4 Permit; and

WHEREAS, the County, by and through its PWESD, has the legal authority to plan, design, construct, operate and maintain County-owned drainage facilities and/or drainage facilities located within the unincorporated area of Broward County, as required of NPDES MS4 permittees; and

WHEREAS, the City is desirous of procuring the services of the County pursuant to the NPDES MS4 regulations, to manage and perform certain technical tasks necessary to determine compliance with the applicable portions of the NPDES MS4 Permit; and

WHEREAS, the proposed Interlocal Agreement, attached as Exhibit "1", is entered into pursuant to Section 163.01, Florida Statutes, also known as the "Florida Interlocal Cooperation Act of 1969", and other Florida law; and

WHEREAS, the City Commission finds that it in the best interest of the City to participate in the Interlocal Agreement between Broward County, the City of Deerfield Beach, and other municipalities, attached as Exhibit “1”, For Sharing Resource Burdens of the System-Wide NPES MS4 Permit and Authorizing Broward County to Conduct Technical Activities Required by the NPES MS4 Permit (the “ILA”).

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 ILA, attached as Exhibit “1”, and the City’s participation in the ILA.

Section 3. The Mayor and City Manager are authorized to execute the ILA, 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 MAY, 2026.

CITY OF DEERFIELD BEACH

____
TODD DROSKY, MAYOR

ATTEST:

____
HEATHER MONTEMAYOR, CITY CLERK

Prepared by:
Jennifer D. Brown, Sr. Ass't County Attorney
115 S. Andrews Ave, Room 423
Ft. Lauderdale, FL 33301

Return original or certified recorded document to:
Yvel Rocher, P.E.
Public Works and Environmental Services Department, Environmental Permitting Div.
1 North University Drive, Mailbox 201
Plantation, FL 33324-2038

INTERLOCAL AGREEMENT AMONG BROWARD COUNTY AND THE MUNICIPALITIES OF COCONUT CREEK, COOPER CITY, CORAL SPRINGS, DANIA BEACH, DAVIE, DEERFIELD BEACH, HALLANDALE BEACH, LAUDERDALE-BY-THE-SEA, LAUDERDALE LAKES, LAUDERHILL, LIGHTHOUSE POINT, MARGATE, MIRAMAR, NORTH LAUDERDALE, OAKLAND PARK, PARKLAND, PEMBROKE PARK, PEMBROKE PINES, PLANTATION, POMPANO BEACH, SOUTHWEST RANCHES, SUNRISE, TAMARAC, WESTON, WEST PARK, AND WILTON MANORS FOR SHARING RESOURCE BURDENS OF THE SYSTEM-WIDE NPDES MS4 PERMIT AND AUTHORIZING BROWARD COUNTY TO CONDUCT TECHNICAL ACTIVITIES REQUIRED BY THE NPDES MS4 PERMIT

This is an Agreement ("Agreement"), made and entered into by and among Broward County, a political subdivision of the State of Florida ("County"), and the municipalities of Coconut Creek, Cooper City, Coral Springs, Dania Beach, Davie, Deerfield Beach, Hallandale Beach, Lauderdale-By-The-Sea, Lauderdale Lakes, Lauderhill, Lighthouse Point, Margate, Miramar, North Lauderdale, Oakland Park, Parkland, Pembroke Park, Pembroke Pines, Plantation, Pompano Beach, Southwest Ranches, Sunrise, Tamarac, Weston, West Park, and Wilton Manors, municipal corporations existing under the laws of the State of Florida ("Municipalities"), (each a "Party" and collectively referred to as the "Parties").

RECITALS

A. This Agreement is entered into pursuant to Section 163.01, Florida Statutes, also known as the "Florida Interlocal Cooperation Act of 1969," and other Florida law.

B. The United States Environmental Protection Agency (EPA), under the Federal Water Pollution Control Act ("Clean Water Act") and related regulations, requires the Parties to comply with the National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Permit Program.

C. The EPA recommended that the County act as "lead permittee" and the Municipalities act as "co-permittees."

D. The State of Florida, pursuant to Section 403.0885, Florida Statutes, is empowered to establish a state NPDES program in accordance with Section 402 of the Clean Water Act.

E. The EPA delegated the NPDES permitting program to the Florida Department of Environmental Protection (FDEP). FDEP implements the program through the rules adopted in Chapter 62-624, Florida Administrative Code (F.A.C.).

F. The County, through its Public Works and Environmental Services Department (PWESD), coordinates and conducts specific technical activities required by the NPDES MS4 Permits.

G. The County, through its PWESD, plans, designs, constructs, operates, and maintains County-owned drainage facilities and drainage facilities located within the unincorporated area of Broward County, as required of NPDES MS4 permittees.

H. The Parties executed previous Interlocal Agreements on December 3, 1996, October 20, 1998, June 29, 2004, and May 7, 2013, all of which expired, to carry out tasks required by the NPDES MS4 Permit.

I. The Parties executed an Interlocal Agreement on November 7, 2017 ("Current Agreement"), after FDEP issued NPDES MS4 Permit Number FLS000016-004 for the fourth five-year period. The Current Agreement will terminate upon FDEP's issuance of the next iteration of the NPDES MS4 Permit.

J. The Municipalities wish to continue the County's services of coordinating the co-permittees, pursuant to the NPDES MS4 regulations, and managing and performing technical tasks necessary to comply with the NPDES MS4 Permit.

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 **Agreement Administrator.** The Director of the Environmental Permitting Division.

1.2 **Board.** The Board of County Commissioners of Broward County, Florida.

1.3 **County Administrator.** The administrative head of County appointed by the Board.

1.4 **County Attorney.** The chief legal counsel for County appointed by the Board.

1.5 **Services.** All work required by Parties under this Agreement, including without limitation all payments, deliverables, consulting, training, project management, or other services specified in Article 3 and Exhibit A.

ARTICLE 2. EXHIBITS

Exhibit A Scope of Services
Exhibit B Payment Schedule
Exhibit C Parties' Records Custodians

ARTICLE 3. SCOPE OF SERVICES

The Parties shall perform all Services, including, without limitation, the work specified in Exhibit A (the "Scope of Services"). The Scope of Services is a description of Parties' obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks that are such an inseparable part of the work described that exclusion would render performance by the Parties impractical, illogical, or unconscionable. The Parties shall meet or exceed all applicable federal, state, and local laws, ordinances, codes, rules, and regulations in performing the Services. The Parties will amend the Scope of Services, if needed, to comply with the NPDES MS4 Permit conditions imposed upon permit renewal.

ARTICLE 4. TERM AND TIME OF PERFORMANCE

4.1 The term of this Agreement shall begin on the date it is recorded pursuant to Section 11.25 ("Effective Date") and shall continue in force and effect for five (5) years, unless terminated earlier by any Party's written notice of termination provided pursuant to Article 9 ("Term").

4.2 Funding. 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. If amounts to be paid by County under this Agreement are budgeted to be funded with transportation surtax proceeds pursuant to Section 212.055(1), Florida Statutes, and such proceeds are not appropriated or available for any reason, County shall have no obligation to use ad valorem funds or any other funding source to make any payment(s) required under this Agreement and County may terminate this Agreement for convenience pursuant to Article 9.

ARTICLE 5. COMPENSATION

Each Municipality will pay County in accordance with the schedule in Exhibit B. Payments shall be due on November 30, 2026, or the Effective Date of this Agreement, whichever is later, and on or before each November 30 thereafter during the duration of this Agreement. All payments shall be made to County at the address designated for Notices under Section 11.8. If Exhibit A must be modified to incorporate changes to the NPDES MS4 Permit conditions imposed upon permit renewal, the Parties shall modify Exhibit B as needed to account for the change in cost to perform the Services.

ARTICLE 6. REPRESENTATIONS AND WARRANTIES

6.1. Representation of Authority. The Parties represent and warrant that execution of this Agreement is within their respective legal powers, and each individual executing this Agreement on behalf of each Party is duly authorized by all necessary and appropriate action to do so and does so with full legal authority.

6.2. Truth-In-Negotiation Representation. County's compensation under this Agreement is based upon the Municipalities' representations to County, and County certifies that the information supplied, including without limitation those made by County during the negotiation of this Agreement, are accurate, complete, and current as of the date Municipalities execute this Agreement.

6.3. Public Entity Crime Act. The Parties represent that each is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represent that its entry into this Agreement will not violate that statute. Each Party further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether it has been placed on the convicted vendor list.

6.4. Discriminatory Vendor and Scrutinized Companies Lists; Countries of Concern. County 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 an entity subject to scrutiny under Sections 215.473 or 215.4725, Florida Statutes. County represents and certifies that it is not, and throughout the Term will not be, ineligible to contract with Municipalities on any of the grounds stated in Section 287.135, Florida Statutes. County represents that it is, and throughout the Term will remain, in compliance with Section 286.101, Florida Statutes.

6.5. Warranty of Performance. County represents and warrants that it possesses the knowledge, skill, and experience required to perform and provide all Services and that each person and entity that will provide Services is duly qualified and, to the extent required, licensed and certified by all appropriate governmental authorities to perform such Services, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render Services. County represents and warrants that the Services shall be performed in a skillful and respectful manner, that it has or will obtain all necessary permits and approvals by applicable regulatory entities to perform the Services unless otherwise expressly stated herein, and that the quality of all Services shall equal or exceed prevailing industry standards for the provision of such Services.

6.6. Prohibited Telecommunications. County represents and certifies that it does not use, and throughout the Term 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.

ARTICLE 7. GOVERNMENTAL POWERS, FUNCTIONS, AND DUTIES NOT TRANSFERRED

The Parties acknowledge and agree that this Agreement does not effectuate the transfer of any municipal or County powers or functions. Each Party retains sole and ultimate responsibility for compliance within its respective jurisdiction with the NPDES MS4 Permit and all applicable laws and regulations. Notwithstanding any provision herein, all governmental powers, functions, and duties vested in the Municipalities pursuant to Florida law, or any applicable law, ordinance, or municipal charter provision, remain with the Municipalities, except to the extent that certain services are expressly performed by the County under this Agreement as an independent contractor. The performance of such services by the County shall not be construed as a delegation or transfer of authority.

ARTICLE 8. INSURANCE

The Parties are entities subject to Section 768.28, Florida Statutes, and, upon request, will provide the requesting Party with written verification of liability protection in accordance with state law.

ARTICLE 9. TERMINATION

9.1. Termination for Cause. This Agreement may be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved Party identifying the breach. Unless otherwise stated in this Agreement, if this Agreement was approved by Board action, termination for cause by County must be by action of the Board or the County Administrator; in any other instance, termination for cause may be by the County Administrator, the County representative expressly authorized under this Agreement, or the County representative (including any successor) who executed the Agreement on behalf of County. If either Party erroneously, improperly, or unjustifiably terminates this Agreement for cause, such termination shall be deemed a termination for convenience pursuant to Section 9.2 effective thirty (30) days after such notice was provided.

9.2. Termination for Convenience; Other Termination. This Agreement may also be terminated for convenience by a Party with at least thirty (30) days' advance written notice to the other Parties. The Parties acknowledge having received good, valuable, and sufficient consideration for the right to terminate this Agreement for convenience including in the form of the obligation to provide advance written notice of such termination in accordance with this section. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances if the County Administrator determines that termination is necessary to protect the public health, safety, or welfare. If this Agreement is terminated by County pursuant to this section, County shall be paid for any Services properly performed through the termination date specified in the written notice of termination.

9.3. No Cross-Termination. The termination of this Agreement by any one (1) Municipality shall apply solely to that terminating Municipality and shall not operate to terminate, alter, or impair the rights or obligations of the remaining Municipalities. This Agreement shall remain in full force and effect among all nonterminating Parties, and each such Party shall continue to be bound by, and entitled to enforce, the terms of this Agreement as if no termination had occurred. Any rights, remedies, or obligations accruing prior to the effective date of termination shall survive with respect to the terminating Party to the extent expressly provided herein.

9.4. Notice of termination shall be provided in accordance with the "Notices" section of this Agreement except that notice of termination by the County Administrator to protect the public health, safety, or welfare may be oral notice that shall be promptly confirmed in writing.

9.5. In addition to any termination rights stated in this Agreement, the Parties shall be entitled to seek any and all available contractual or other remedies available at law or in equity including recovery of costs incurred by a Party due to another Parties' failure to comply with any term(s) of this Agreement.

ARTICLE 10. EEO COMPLIANCE

No Party to this Agreement may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement.

ARTICLE 11. MISCELLANEOUS

11.1. Agreement Administrator Authority. The Agreement Administrator is authorized to coordinate and communicate with Municipalities to manage and supervise the performance of this Agreement. Agreement Administrator has no authority to make changes that would increase, decrease, or otherwise materially modify the Scope of Services except as expressly set forth in this Agreement or, to the extent applicable, in the Broward County Procurement Code. Unless expressly stated otherwise in this Agreement or otherwise set forth in the Code or the Broward County Administrative Code, the Contract Administrator may exercise ministerial authority in connection with the day-to-day management of this Agreement. The Agreement Administrator may also approve in writing minor modifications to the Scope of Services that do not increase the total cost to County or waive any rights of County.

11.2. Rights in Documents and Work. Any and all reports, photographs, surveys, documents, materials, or other work created or provided in connection with performing Services, whether finished or unfinished ("Documents and Work"), are the joint property of the Parties, and if a copyright is claimed, County grants Municipalities a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. If the Agreement is terminated, any reports, photographs, surveys, and other data and documents prepared by County, whether finished or unfinished, shall be the joint property of County and the Municipalities.

11.3. 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. To the extent County is acting on behalf of the Parties as stated in Section 119.0701, Florida Statutes, County shall:

11.3.1. Keep and maintain public records required were the Municipalities performing the services under this Agreement;

11.3.2 Upon request from any Municipality, provide that Municipality 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;

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

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

A request for public records regarding this Agreement may be made directly to any Party, who will be responsible for responding to any such public records requests. The Parties will provide any requested records to each other to enable timely responses to public records requests.

IF THE PARTIES HAVE QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PARTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE PARTY'S PUBLIC RECORDS CUSTODIAN IDENTIFIED IN EXHIBIT C.

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

Agreement.

11.5. 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 applicable 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.

11.6. Governmental 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 any Party nor shall anything included herein be construed as consent by any Party to be sued by a third party in any matter arising out of this Agreement. Each Party is a state agency or political subdivision as defined in Section 768.28, Florida Statutes, and shall be responsible for the acts and omissions of its agents or employees to the extent required by applicable law.

11.7. Third-Party Beneficiaries. No Party 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 any of them based upon this Agreement.

11.8. Notices. 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.

IF TO COUNTY:

Public Works and Environmental Services Department
Director, Environmental Permitting Division
1 North University Drive, Mailbox 201
Plantation, Florida 33324-2038

IF TO MUNICIPALITIES:

Mayor, City of Coconut Creek
4800 West Copans Road
Coconut Creek, Florida 33063
JWasserman@coconutcreek.gov

Mayor, City of Cooper City
9090 Southwest 50 Place
Cooper City, Florida 33328
JCurran@CooperCity.gov

Mayor, City of Coral Springs
City Hall, 9500 W Sample Road
Coral Springs, Florida 33065
sbrook@coralsprings.gov

Mayor, Town of Davie
8800 Southwest 36th Street, Bldg. C
Davie, Florida 33328
judy_paul@davie-fl.gov

Mayor, City of Hallandale Beach
400 South Federal Highway
Hallandale Beach, Florida 33009
jcooper@hallandalebeachfl.gov

Mayor, City of Lauderdale Lakes
4300 Northwest 36th Street
Lauderdale Lakes, Florida 33319
veronicap@lauderdaleakes.org

Mayor, City of Lighthouse Point
2200 Northeast 38th Street
Lighthouse Point, Florida 33064
kvanbuskirk@lighthousepoint.com

Mayor, City of Miramar
2300 Civic Center Place
Miramar, Florida 33025
wmessam@miramarfl.gov

Mayor, City of Oakland Park
1100 Park Lane East
Oakland Park, Florida 33334
stevena@oaklandparkfl.gov

Mayor, Town of Pembroke Park
3150 Southwest 52nd Avenue
Pembroke Park, Florida 33023
gjacobs@tppfl.gov

Mayor, City of Plantation
400 Northwest 73rd Avenue
Plantation, Florida 33317
nsortal@plantation.org

Mayor, City of Dania Beach
100 West Dania Beach Boulevard
Dania Beach, Florida 33004
jdavis@daniabeachfl.gov

Mayor, City of Deerfield Beach
150 Northeast 2nd Avenue
Deerfield Beach, Florida 33441
tdrosky@deerfieldbeachfl.gov

Mayor, Town of Lauderdale-by-the Sea
4501 Ocean Drive
Lauderdale-by-the-Sea, Florida 33308
Edmundm@lauderdalebythesea-fl.gov

Mayor, City of Lauderhill
5581 West Oakland Park Blvd
Lauderhill, Florida 33313
dgrant@lauderhill-fl.gov

Mayor, City of Margate
5790 Margate Boulevard
Margate, Florida 33063
aarserio@margatefl.com

Mayor, City of North Lauderdale
701 Southwest 71st Avenue
North Lauderdale, Florida 33068
sborgelin@nlauderdale.org

Mayor, City of Parkland
6600 University Drive
Parkland, Florida 33067
rwalker@cityofparkland.org

Mayor, City of Pembroke Pines
601 City Center Way
Pembroke Pines, Florida 33025
ACastillo@ppines.com

Mayor, City of Pompano Beach
100 West Atlantic Boulevard
Pompano Beach, Florida 33060
Rex.hardin@copbfl.com

Mayor, Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, Florida 33330
sbreitkreuz@southwestranches.org

Mayor, City of Sunrise
10770 West Oakland Park Boulevard
Sunrise, Florida 33351
mryan@sunrisefl.gov

Mayor, City of Tamarac
7525 Northwest 88 Avenue
Tamarac, Florida 33321
Michelle.Gomez@tamarac.gov

Mayor, City of Weston
17200 Royal Palm Boulevard
Weston, Florida 33326
mbrown@westonfl.org

Mayor, City of West Park
1965 South State Road 7
West Park, Florida 33023
Fbrunson@cityofwestpark.orgg

Mayor, City of Wilton Manors
2020 Wilton Drive
Wilton Manors, Florida 33305
snewton@wiltonmanors.com

11.9. Assignment. Neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by any Party without the prior written consent of the Parties. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective, constitute a breach of this Agreement, and permit County to immediately terminate this Agreement, in addition to any other remedies available to County at law or in equity.

11.10. Confidential Information; Generative Artificial Intelligence. Unless expressly authorized in this Agreement or in writing in advance by the Contract Administrator, the Parties are 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 the Parties. The Parties must ensure that any use of generative artificial intelligence tools does not involve the disclosure of exempt, confidential, sensitive security, or personal information, including without limitation for large language model learning or training. The Parties must implement and maintain appropriate technological and operational safeguards to ensure compliance with the obligations of this section.

11.11. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term. Any Party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

11.12. Compliance with Laws. The Parties 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.

11.13. 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.

11.14 Joint Preparation. This Agreement has been jointly prepared by the Parties and shall not be construed more strictly against any Party.

11.15. 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.

11.16. 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.

11.17. 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.**

11.18. 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 the Parties. The County Administrator is authorized to amend Exhibits A and B to comply with the NPDES MS4 Permit conditions imposed by FDEP during the issuance of the MS4 Permit.

11.19. 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.

11.20. Payable Interest.

11.20.1. Payment of Interest. Unless prohibited by applicable law, the Parties shall not be liable for interest to each other for any reason, whether as prejudgment interest or for any other purpose, and the Parties waive, reject, disclaim, and surrender any and all entitlement to interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement.

11.20.2. Rate of Interest. If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by the Parties under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under applicable law, one quarter of one percent (0.25%) simple interest (uncompounded).

11.21. 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.

11.22. 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 (1) and the same agreement.

11.23. Use of Parties' Name or Logo. The Parties shall not use each other's name or logo in marketing or publicity materials without prior written consent from the applicable Party.

11.24. Anti-Human Trafficking. By execution of this Agreement by an authorized representative of County, County hereby attests under penalty of perjury that County does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes. Under penalties of perjury, the undersigned authorized representative of County declares that they have read the foregoing statement and that the facts stated in it are true.

11.25. Recording. This Agreement shall be recorded in accordance with Section 163.01, Florida Statutes.

(Remainder of page intentionally blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: Broward County, through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the _____ day of _________________, 2026; and Municipalities, signing by and through their officials as reflected below, duly authorized to execute the same.

COUNTY

ATTEST:	BROWARD COUNTY, by and through its Board of County Commissioners
By: ______________________________	By: ______________________________
Broward County Administrator, as ex officio Clerk of the Broward County Board of County Commissioners	Mayor
	____ day of ______________, 2026

Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By______________________________
Jennifer D. Brown (Date)
Senior Assistant County Attorney

By______________________________
Maite Azcoitia (Date)
Deputy County Attorney

JDB/gmb
NPDES MS4 5th Issuance ILA
02/25/26
#[Imanage file #]

INTERLOCAL AGREEMENT AMONG BROWARD COUNTY AND THE MUNICIPALITIES OF COCONUT CREEK, COOPER CITY, CORAL SPRINGS, DANIA BEACH, DAVIE, DEERFIELD BEACH, HALLANDALE BEACH, LAUDERDALE-BY-THE-SEA, LAUDERDALE LAKES, LAUDERHILL, LIGHTHOUSE POINT, MARGATE, MIRAMAR, NORTH LAUDERDALE, OAKLAND PARK, PARKLAND, PEMBROKE PARK, PEMBROKE PINES, PLANTATION, POMPANO BEACH, SOUTHWEST RANCHES, SUNRISE, TAMARAC, WESTON, WEST PARK, AND WILTON MANORS FOR SHARING RESOURCE BURDENS OF THE SYSTEM-WIDE NPDES MS4 PERMIT AND AUTHORIZING BROWARD COUNTY TO CONDUCT TECHNICAL ACTIVITIES REQUIRED BY THE NPDES MS4 PERMIT

CITY OF COCONUT CREEK

ATTEST: By: ________________________________
CITY MAYOR

________________________________ ________________________________
CITY CLERK Print Name

_____ day of __________, 20___

I HEREBY CERTIFY that I have approved this Agreement as to form and legal sufficiency subject to execution by the parties:

____
City Attorney

INTERLOCAL AGREEMENT AMONG BROWARD COUNTY AND THE MUNICIPALITIES OF COCONUT CREEK, COOPER CITY, CORAL SPRINGS, DANIA BEACH, DAVIE, DEERFIELD BEACH, HALLANDALE BEACH, LAUDERDALE-BY-THE-SEA, LAUDERDALE LAKES, LAUDERHILL, LIGHTHOUSE POINT, MARGATE, MIRAMAR, NORTH LAUDERDALE, OAKLAND PARK, PARKLAND, PEMBROKE PARK, PEMBROKE PINES, PLANTATION, POMPANO BEACH, SOUTHWEST RANCHES, SUNRISE, TAMARAC, WESTON, WEST PARK, AND WILTON MANORS FOR SHARING RESOURCE BURDENS OF THE SYSTEM-WIDE NPDES MS4 PERMIT AND AUTHORIZING BROWARD COUNTY TO CONDUCT TECHNICAL ACTIVITIES REQUIRED BY THE NPDES MS4 PERMIT

CITY OF COOPER CITY

ATTEST:

By: ___________________________________

CITY MAYOR

____
CITY CLERK

____
Print Name

_____ day of __________, 20___

I HEREBY CERTIFY that I have approved this Agreement as to form and legal sufficiency subject to execution by the parties:

____
City Attorney

INTERLOCAL AGREEMENT AMONG BROWARD COUNTY AND THE MUNICIPALITIES OF COCONUT CREEK, COOPER CITY, CORAL SPRINGS, DANIA BEACH, DAVIE, DEERFIELD BEACH, HALLANDALE BEACH, LAUDERDALE-BY-THE-SEA, LAUDERDALE LAKES, LAUDERHILL, LIGHTHOUSE POINT, MARGATE, MIRAMAR, NORTH LAUDERDALE, OAKLAND PARK, PARKLAND, PEMBROKE PARK, PEMBROKE PINES, PLANTATION, POMPANO BEACH, SOUTHWEST RANCHES, SUNRISE, TAMARAC, WESTON, WEST PARK, AND WILTON MANORS FOR SHARING RESOURCE BURDENS OF THE SYSTEM-WIDE NPDES MS4 PERMIT AND AUTHORIZING BROWARD COUNTY TO CONDUCT TECHNICAL ACTIVITIES REQUIRED BY THE NPDES MS4 PERMIT

CITY OF CORAL SPRINGS

ATTEST:

By: ________________________________
CITY MAYOR

____
CITY CLERK

____
Print Name

_____ day of __________, 20___

I HEREBY CERTIFY that I have approved this Agreement as to form and legal sufficiency subject to execution by the parties:

____
City Attorney

INTERLOCAL AGREEMENT AMONG BROWARD COUNTY AND THE MUNICIPALITIES OF COCONUT CREEK, COOPER CITY, CORAL SPRINGS, DANIA BEACH, DAVIE, DEERFIELD BEACH, HALLANDALE BEACH, LAUDERDALE-BY-THE-SEA, LAUDERDALE LAKES, LAUDERHILL, LIGHTHOUSE POINT, MARGATE, MIRAMAR, NORTH LAUDERDALE, OAKLAND PARK, PARKLAND, PEMBROKE PARK, PEMBROKE PINES, PLANTATION, POMPANO BEACH, SOUTHWEST RANCHES, SUNRISE, TAMARAC, WESTON, WEST PARK, AND WILTON MANORS FOR SHARING RESOURCE BURDENS OF THE SYSTEM-WIDE NPDES MS4 PERMIT AND AUTHORIZING BROWARD COUNTY TO CONDUCT TECHNICAL ACTIVITIES REQUIRED BY THE NPDES MS4 PERMIT

CITY OF DANIA BEACH

ATTEST: By: ___________________________________

CITY MAYOR

_________________________________ ______________________________________

CITY CLERK Print Name

_____ day of __________, 20___

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City Attorney

INTERLOCAL AGREEMENT AMONG BROWARD COUNTY AND THE MUNICIPALITIES OF COCONUT CREEK, COOPER CITY, CORAL SPRINGS, DANIA BEACH, DAVIE, DEERFIELD BEACH, HALLANDALE BEACH, LAUDERDALE-BY-THE-SEA, LAUDERDALE LAKES, LAUDERHILL, LIGHTHOUSE POINT, MARGATE, MIRAMAR, NORTH LAUDERDALE, OAKLAND PARK, PARKLAND, PEMBROKE PARK, PEMBROKE PINES, PLANTATION, POMPANO BEACH, SOUTHWEST RANCHES, SUNRISE, TAMARAC, WESTON, WEST PARK, AND WILTON MANORS FOR SHARING RESOURCE BURDENS OF THE SYSTEM-WIDE NPDES MS4 PERMIT AND AUTHORIZING BROWARD COUNTY TO CONDUCT TECHNICAL ACTIVITIES REQUIRED BY THE NPDES MS4 PERMIT

TOWN OF DAVIE

ATTEST: By: ____________________________

TOWN MAYOR

____________________________ ____________________________

CITY CLERK Print Name

_____ day of __________, 20___

I HEREBY CERTIFY that I have approved this Agreement as to form and legal sufficiency subject to execution by the parties:

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Town Attorney

INTERLOCAL AGREEMENT AMONG BROWARD COUNTY AND THE MUNICIPALITIES OF COCONUT CREEK, COOPER CITY, CORAL SPRINGS, DANIA BEACH, DAVIE, DEERFIELD BEACH, HALLANDALE BEACH, LAUDERDALE-BY-THE-SEA, LAUDERDALE LAKES, LAUDERHILL, LIGHTHOUSE POINT, MARGATE, MIRAMAR, NORTH LAUDERDALE, OAKLAND PARK, PARKLAND, PEMBROKE PARK, PEMBROKE PINES, PLANTATION, POMPANO BEACH, SOUTHWEST RANCHES, SUNRISE, TAMARAC, WESTON, WEST PARK, AND WILTON MANORS FOR SHARING RESOURCE BURDENS OF THE SYSTEM-WIDE NPDES MS4 PERMIT AND AUTHORIZING BROWARD COUNTY TO CONDUCT TECHNICAL ACTIVITIES REQUIRED BY THE NPDES MS4 PERMIT

CITY OF DEERFIELD BEACH

ATTEST:

By: ______________________________
CITY MAYOR

____
CITY CLERK

____
Print Name

_____ day of __________, 20___

I HEREBY CERTIFY that I have approved this Agreement as to form and legal sufficiency subject to execution by the parties:

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City Attorney

INTERLOCAL AGREEMENT AMONG BROWARD COUNTY AND THE MUNICIPALITIES OF COCONUT CREEK, COOPER CITY, CORAL SPRINGS, DANIA BEACH, DAVIE, DEERFIELD BEACH, HALLANDALE BEACH, LAUDERDALE-BY-THE-SEA, LAUDERDALE LAKES, LAUDERHILL, LIGHTHOUSE POINT, MARGATE, MIRAMAR, NORTH LAUDERDALE, OAKLAND PARK, PARKLAND, PEMBROKE PARK, PEMBROKE PINES, PLANTATION, POMPANO BEACH, SOUTHWEST RANCHES, SUNRISE, TAMARAC, WESTON, WEST PARK, AND WILTON MANORS FOR SHARING RESOURCE BURDENS OF THE SYSTEM-WIDE NPDES MS4 PERMIT AND AUTHORIZING BROWARD COUNTY TO CONDUCT TECHNICAL ACTIVITIES REQUIRED BY THE NPDES MS4 PERMIT

CITY OF HALLANDALE BEACH

ATTEST:

By: ______________________________
CITY MAYOR

____
CITY CLERK

____
Print Name

_____ day of __________, 20___

I HEREBY CERTIFY that I have approved this Agreement as to form and legal sufficiency subject to execution by the parties:

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City Attorney

INTERLOCAL AGREEMENT AMONG BROWARD COUNTY AND THE MUNICIPALITIES OF COCONUT CREEK, COOPER CITY, CORAL SPRINGS, DANIA BEACH, DAVIE, DEERFIELD BEACH, HALLANDALE BEACH, LAUDERDALE-BY-THE-SEA, LAUDERDALE LAKES, LAUDERHILL, LIGHTHOUSE POINT, MARGATE, MIRAMAR, NORTH LAUDERDALE, OAKLAND PARK, PARKLAND, PEMBROKE PARK, PEMBROKE PINES, PLANTATION, POMPANO BEACH, SOUTHWEST RANCHES, SUNRISE, TAMARAC, WESTON, WEST PARK, AND WILTON MANORS FOR SHARING RESOURCE BURDENS OF THE SYSTEM-WIDE NPDES MS4 PERMIT AND AUTHORIZING BROWARD COUNTY TO CONDUCT TECHNICAL ACTIVITIES REQUIRED BY THE NPDES MS4 PERMIT

TOWN OF LAUDERDALE-BY-THE-SEA

ATTEST: By: ______________________________
TOWN MAYOR

______________________________ ______________________________

CITY CLERK Print Name

_____ day of __________, 20___

I HEREBY CERTIFY that I have approved this Agreement as to form and legal sufficiency subject to execution by the parties:

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Town Attorney

INTERLOCAL AGREEMENT AMONG BROWARD COUNTY AND THE MUNICIPALITIES OF COCONUT CREEK, COOPER CITY, CORAL SPRINGS, DANIA BEACH, DAVIE, DEERFIELD BEACH, HALLANDALE BEACH, LAUDERDALE-BY-THE-SEA, LAUDERDALE LAKES, LAUDERHILL, LIGHTHOUSE POINT, MARGATE, MIRAMAR, NORTH LAUDERDALE, OAKLAND PARK, PARKLAND, PEMBROKE PARK, PEMBROKE PINES, PLANTATION, POMPANO BEACH, SOUTHWEST RANCHES, SUNRISE, TAMARAC, WESTON, WEST PARK, AND WILTON MANORS FOR SHARING RESOURCE BURDENS OF THE SYSTEM-WIDE NPDES MS4 PERMIT AND AUTHORIZING BROWARD COUNTY TO CONDUCT TECHNICAL ACTIVITIES REQUIRED BY THE NPDES MS4 PERMIT

CITY OF LAUDERDALE LAKES

ATTEST:

By: ______________________________
CITY MAYOR

____
CITY CLERK

____
Print Name

_____ day of __________, 20___

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City Attorney

INTERLOCAL AGREEMENT AMONG BROWARD COUNTY AND THE MUNICIPALITIES OF COCONUT CREEK, COOPER CITY, CORAL SPRINGS, DANIA BEACH, DAVIE, DEERFIELD BEACH, HALLANDALE BEACH, LAUDERDALE-BY-THE-SEA, LAUDERDALE LAKES, LAUDERHILL, LIGHTHOUSE POINT, MARGATE, MIRAMAR, NORTH LAUDERDALE, OAKLAND PARK, PARKLAND, PEMBROKE PARK, PEMBROKE PINES, PLANTATION, POMPANO BEACH, SOUTHWEST RANCHES, SUNRISE, TAMARAC, WESTON, WEST PARK, AND WILTON MANORS FOR SHARING RESOURCE BURDENS OF THE SYSTEM-WIDE NPDES MS4 PERMIT AND AUTHORIZING BROWARD COUNTY TO CONDUCT TECHNICAL ACTIVITIES REQUIRED BY THE NPDES MS4 PERMIT

CITY OF LAUDERHILL

ATTEST:

By: ________________________________
CITY MAYOR

____
CITY CLERK

____
Print Name

_____ day of __________, 20___

I HEREBY CERTIFY that I have approved this Agreement as to form and legal sufficiency subject to execution by the parties:

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City Attorney

INTERLOCAL AGREEMENT AMONG BROWARD COUNTY AND THE MUNICIPALITIES OF COCONUT CREEK, COOPER CITY, CORAL SPRINGS, DANIA BEACH, DAVIE, DEERFIELD BEACH, HALLANDALE BEACH, LAUDERDALE-BY-THE-SEA, LAUDERDALE LAKES, LAUDERHILL, LIGHTHOUSE POINT, MARGATE, MIRAMAR, NORTH LAUDERDALE, OAKLAND PARK, PARKLAND, PEMBROKE PARK, PEMBROKE PINES, PLANTATION, POMPANO BEACH, SOUTHWEST RANCHES, SUNRISE, TAMARAC, WESTON, WEST PARK, AND WILTON MANORS FOR SHARING RESOURCE BURDENS OF THE SYSTEM-WIDE NPDES MS4 PERMIT AND AUTHORIZING BROWARD COUNTY TO CONDUCT TECHNICAL ACTIVITIES REQUIRED BY THE NPDES MS4 PERMIT

CITY OF LIGHTHOUSE POINT

ATTEST: By: ______________________________
CITY MAYOR

______________________________ ______________________________
CITY CLERK Print Name

_____ day of __________, 20___

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City Attorney

INTERLOCAL AGREEMENT AMONG BROWARD COUNTY AND THE MUNICIPALITIES OF COCONUT CREEK, COOPER CITY, CORAL SPRINGS, DANIA BEACH, DAVIE, DEERFIELD BEACH, HALLANDALE BEACH, LAUDERDALE-BY-THE-SEA, LAUDERDALE LAKES, LAUDERHILL, LIGHTHOUSE POINT, MARGATE, MIRAMAR, NORTH LAUDERDALE, OAKLAND PARK, PARKLAND, PEMBROKE PARK, PEMBROKE PINES, PLANTATION, POMPANO BEACH, SOUTHWEST RANCHES, SUNRISE, TAMARAC, WESTON, WEST PARK, AND WILTON MANORS FOR SHARING RESOURCE BURDENS OF THE SYSTEM-WIDE NPDES MS4 PERMIT AND AUTHORIZING BROWARD COUNTY TO CONDUCT TECHNICAL ACTIVITIES REQUIRED BY THE NPDES MS4 PERMIT

CITY OF MARGATE

ATTEST:

By: ___________________________________
CITY MAYOR

____
CITY CLERK

____
Print Name

_____ day of __________, 20___

I HEREBY CERTIFY that I have approved this Agreement as to form and legal sufficiency subject to execution by the parties:

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City Attorney

INTERLOCAL AGREEMENT AMONG BROWARD COUNTY AND THE MUNICIPALITIES OF COCONUT CREEK, COOPER CITY, CORAL SPRINGS, DANIA BEACH, DAVIE, DEERFIELD BEACH, HALLANDALE BEACH, LAUDERDALE-BY-THE-SEA, LAUDERDALE LAKES, LAUDERHILL, LIGHTHOUSE POINT, MARGATE, MIRAMAR, NORTH LAUDERDALE, OAKLAND PARK, PARKLAND, PEMBROKE PARK, PEMBROKE PINES, PLANTATION, POMPANO BEACH, SOUTHWEST RANCHES, SUNRISE, TAMARAC, WESTON, WEST PARK, AND WILTON MANORS FOR SHARING RESOURCE BURDENS OF THE SYSTEM-WIDE NPDES MS4 PERMIT AND AUTHORIZING BROWARD COUNTY TO CONDUCT TECHNICAL ACTIVITIES REQUIRED BY THE NPDES MS4 PERMIT

CITY OF MIRAMAR

ATTEST:

By: ___________________________________
CITY MAYOR

____
CITY CLERK

____
Print Name

_____ day of __________, 20___

I HEREBY CERTIFY that I have approved this Agreement as to form and legal sufficiency subject to execution by the parties:

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City Attorney

INTERLOCAL AGREEMENT AMONG BROWARD COUNTY AND THE MUNICIPALITIES OF COCONUT CREEK, COOPER CITY, CORAL SPRINGS, DANIA BEACH, DAVIE, DEERFIELD BEACH, HALLANDALE BEACH, LAUDERDALE-BY-THE-SEA, LAUDERDALE LAKES, LAUDERHILL, LIGHTHOUSE POINT, MARGATE, MIRAMAR, NORTH LAUDERDALE, OAKLAND PARK, PARKLAND, PEMBROKE PARK, PEMBROKE PINES, PLANTATION, POMPANO BEACH, SOUTHWEST RANCHES, SUNRISE, TAMARAC, WESTON, WEST PARK, AND WILTON MANORS FOR SHARING RESOURCE BURDENS OF THE SYSTEM-WIDE NPDES MS4 PERMIT AND AUTHORIZING BROWARD COUNTY TO CONDUCT TECHNICAL ACTIVITIES REQUIRED BY THE NPDES MS4 PERMIT

CITY OF NORTH LAUDERDALE

ATTEST:

By: ___________________________________

CITY MAYOR

____

CITY CLERK

____

Print Name

_____ day of __________, 20___

I HEREBY CERTIFY that I have approved this Agreement as to form and legal sufficiency subject to execution by the parties:

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City Attorney

INTERLOCAL AGREEMENT AMONG BROWARD COUNTY AND THE MUNICIPALITIES OF COCONUT CREEK, COOPER CITY, CORAL SPRINGS, DANIA BEACH, DAVIE, DEERFIELD BEACH, HALLANDALE BEACH, LAUDERDALE-BY-THE-SEA, LAUDERDALE LAKES, LAUDERHILL, LIGHTHOUSE POINT, MARGATE, MIRAMAR, NORTH LAUDERDALE, OAKLAND PARK, PARKLAND, PEMBROKE PARK, PEMBROKE PINES, PLANTATION, POMPANO BEACH, SOUTHWEST RANCHES, SUNRISE, TAMARAC, WESTON, WEST PARK, AND WILTON MANORS FOR SHARING RESOURCE BURDENS OF THE SYSTEM-WIDE NPDES MS4 PERMIT AND AUTHORIZING BROWARD COUNTY TO CONDUCT TECHNICAL ACTIVITIES REQUIRED BY THE NPDES MS4 PERMIT

CITY OF OAKLAND PARK

ATTEST:

By: ___________________________________

CITY MAYOR

____

CITY CLERK

____

Print Name

_____ day of __________, 20___

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City Attorney

INTERLOCAL AGREEMENT AMONG BROWARD COUNTY AND THE MUNICIPALITIES OF COCONUT CREEK, COOPER CITY, CORAL SPRINGS, DANIA BEACH, DAVIE, DEERFIELD BEACH, HALLANDALE BEACH, LAUDERDALE-BY-THE-SEA, LAUDERDALE LAKES, LAUDERHILL, LIGHTHOUSE POINT, MARGATE, MIRAMAR, NORTH LAUDERDALE, OAKLAND PARK, PARKLAND, PEMBROKE PARK, PEMBROKE PINES, PLANTATION, POMPANO BEACH, SOUTHWEST RANCHES, SUNRISE, TAMARAC, WESTON, WEST PARK, AND WILTON MANORS FOR SHARING RESOURCE BURDENS OF THE SYSTEM-WIDE NPDES MS4 PERMIT AND AUTHORIZING BROWARD COUNTY TO CONDUCT TECHNICAL ACTIVITIES REQUIRED BY THE NPDES MS4 PERMIT

CITY OF PARKLAND

ATTEST:

By: ___________________________________
CITY MAYOR

____
CITY CLERK

____
Print Name

_____ day of __________, 20___

I HEREBY CERTIFY that I have approved this Agreement as to form and legal sufficiency subject to execution by the parties:

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City Attorney

INTERLOCAL AGREEMENT AMONG BROWARD COUNTY AND THE MUNICIPALITIES OF COCONUT CREEK, COOPER CITY, CORAL SPRINGS, DANIA BEACH, DAVIE, DEERFIELD BEACH, HALLANDALE BEACH, LAUDERDALE-BY-THE-SEA, LAUDERDALE LAKES, LAUDERHILL, LIGHTHOUSE POINT, MARGATE, MIRAMAR, NORTH LAUDERDALE, OAKLAND PARK, PARKLAND, PEMBROKE PARK, PEMBROKE PINES, PLANTATION, POMPANO BEACH, SOUTHWEST RANCHES, SUNRISE, TAMARAC, WESTON, WEST PARK, AND WILTON MANORS FOR SHARING RESOURCE BURDENS OF THE SYSTEM-WIDE NPDES MS4 PERMIT AND AUTHORIZING BROWARD COUNTY TO CONDUCT TECHNICAL ACTIVITIES REQUIRED BY THE NPDES MS4 PERMIT

TOWN OF PEMBROKE PARK

ATTEST:

By: ___________________________________
TOWN MAYOR

____
CITY CLERK

____
Print Name

_____ day of __________, 20___

I HEREBY CERTIFY that I have approved this Agreement as to form and legal sufficiency subject to execution by the parties:

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Town Attorney

INTERLOCAL AGREEMENT AMONG BROWARD COUNTY AND THE MUNICIPALITIES OF COCONUT CREEK, COOPER CITY, CORAL SPRINGS, DANIA BEACH, DAVIE, DEERFIELD BEACH, HALLANDALE BEACH, LAUDERDALE-BY-THE-SEA, LAUDERDALE LAKES, LAUDERHILL, LIGHTHOUSE POINT, MARGATE, MIRAMAR, NORTH LAUDERDALE, OAKLAND PARK, PARKLAND, PEMBROKE PARK, PEMBROKE PINES, PLANTATION, POMPANO BEACH, SOUTHWEST RANCHES, SUNRISE, TAMARAC, WESTON, WEST PARK, AND WILTON MANORS FOR SHARING RESOURCE BURDENS OF THE SYSTEM-WIDE NPDES MS4 PERMIT AND AUTHORIZING BROWARD COUNTY TO CONDUCT TECHNICAL ACTIVITIES REQUIRED BY THE NPDES MS4 PERMIT

CITY OF PEMBROKE PINES

ATTEST:

By: ________________________________
CITY MAYOR

____
CITY CLERK

____
Print Name

_____ day of __________, 20___

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City Attorney

INTERLOCAL AGREEMENT AMONG BROWARD COUNTY AND THE MUNICIPALITIES OF COCONUT CREEK, COOPER CITY, CORAL SPRINGS, DANIA BEACH, DAVIE, DEERFIELD BEACH, HALLANDALE BEACH, LAUDERDALE-BY-THE-SEA, LAUDERDALE LAKES, LAUDERHILL, LIGHTHOUSE POINT, MARGATE, MIRAMAR, NORTH LAUDERDALE, OAKLAND PARK, PARKLAND, PEMBROKE PARK, PEMBROKE PINES, PLANTATION, POMPANO BEACH, SOUTHWEST RANCHES, SUNRISE, TAMARAC, WESTON, WEST PARK, AND WILTON MANORS FOR SHARING RESOURCE BURDENS OF THE SYSTEM-WIDE NPDES MS4 PERMIT AND AUTHORIZING BROWARD COUNTY TO CONDUCT TECHNICAL ACTIVITIES REQUIRED BY THE NPDES MS4 PERMIT

CITY OF PLANTATION

ATTEST:

By: ___________________________________
CITY MAYOR

____
CITY CLERK

____
Print Name

_____ day of __________, 20___

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City Attorney

INTERLOCAL AGREEMENT AMONG BROWARD COUNTY AND THE MUNICIPALITIES OF COCONUT CREEK, COOPER CITY, CORAL SPRINGS, DANIA BEACH, DAVIE, DEERFIELD BEACH, HALLANDALE BEACH, LAUDERDALE-BY-THE-SEA, LAUDERDALE LAKES, LAUDERHILL, LIGHTHOUSE POINT, MARGATE, MIRAMAR, NORTH LAUDERDALE, OAKLAND PARK, PARKLAND, PEMBROKE PARK, PEMBROKE PINES, PLANTATION, POMPANO BEACH, SOUTHWEST RANCHES, SUNRISE, TAMARAC, WESTON, WEST PARK, AND WILTON MANORS FOR SHARING RESOURCE BURDENS OF THE SYSTEM-WIDE NPDES MS4 PERMIT AND AUTHORIZING BROWARD COUNTY TO CONDUCT TECHNICAL ACTIVITIES REQUIRED BY THE NPDES MS4 PERMIT

CITY OF POMPANO BEACH

ATTEST: By: ________________________________

CITY MAYOR

________________________________ ________________________________

CITY CLERK Print Name

_____ day of __________, 20___

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City Attorney

INTERLOCAL AGREEMENT AMONG BROWARD COUNTY AND THE MUNICIPALITIES OF COCONUT CREEK, COOPER CITY, CORAL SPRINGS, DANIA BEACH, DAVIE, DEERFIELD BEACH, HALLANDALE BEACH, LAUDERDALE-BY-THE-SEA, LAUDERDALE LAKES, LAUDERHILL, LIGHTHOUSE POINT, MARGATE, MIRAMAR, NORTH LAUDERDALE, OAKLAND PARK, PARKLAND, PEMBROKE PARK, PEMBROKE PINES, PLANTATION, POMPANO BEACH, SOUTHWEST RANCHES, SUNRISE, TAMARAC, WESTON, WEST PARK, AND WILTON MANORS FOR SHARING RESOURCE BURDENS OF THE SYSTEM-WIDE NPDES MS4 PERMIT AND AUTHORIZING BROWARD COUNTY TO CONDUCT TECHNICAL ACTIVITIES REQUIRED BY THE NPDES MS4 PERMIT

CITY OF SUNRISE

ATTEST:	By: ______________________________
	CITY MAYOR
______________________________	______________________________
CITY CLERK	Print Name
	_____ day of __________, 20___

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City Attorney

INTERLOCAL AGREEMENT AMONG BROWARD COUNTY AND THE MUNICIPALITIES OF COCONUT CREEK, COOPER CITY, CORAL SPRINGS, DANIA BEACH, DAVIE, DEERFIELD BEACH, HALLANDALE BEACH, LAUDERDALE-BY-THE-SEA, LAUDERDALE LAKES, LAUDERHILL, LIGHTHOUSE POINT, MARGATE, MIRAMAR, NORTH LAUDERDALE, OAKLAND PARK, PARKLAND, PEMBROKE PARK, PEMBROKE PINES, PLANTATION, POMPANO BEACH, SOUTHWEST RANCHES, SUNRISE, TAMARAC, WESTON, WEST PARK, AND WILTON MANORS FOR SHARING RESOURCE BURDENS OF THE SYSTEM-WIDE NPDES MS4 PERMIT AND AUTHORIZING BROWARD COUNTY TO CONDUCT TECHNICAL ACTIVITIES REQUIRED BY THE NPDES MS4 PERMIT

TOWN OF SOUTHWEST RANCHES

ATTEST:

By: ________________________________
TOWN MAYOR

____
CITY CLERK

____
Print Name

_____ day of __________, 20___

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Town Attorney

INTERLOCAL AGREEMENT AMONG BROWARD COUNTY AND THE MUNICIPALITIES OF COCONUT CREEK, COOPER CITY, CORAL SPRINGS, DANIA BEACH, DAVIE, DEERFIELD BEACH, HALLANDALE BEACH, LAUDERDALE-BY-THE-SEA, LAUDERDALE LAKES, LAUDERHILL, LIGHTHOUSE POINT, MARGATE, MIRAMAR, NORTH LAUDERDALE, OAKLAND PARK, PARKLAND, PEMBROKE PARK, PEMBROKE PINES, PLANTATION, POMPANO BEACH, SOUTHWEST RANCHES, SUNRISE, TAMARAC, WESTON, WEST PARK, AND WILTON MANORS FOR SHARING RESOURCE BURDENS OF THE SYSTEM-WIDE NPDES MS4 PERMIT AND AUTHORIZING BROWARD COUNTY TO CONDUCT TECHNICAL ACTIVITIES REQUIRED BY THE NPDES MS4 PERMIT

CITY OF TAMARAC

ATTEST:

By: ___________________________________
CITY MAYOR

____
CITY CLERK

____
Print Name

_____ day of __________, 20___

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City Attorney

INTERLOCAL AGREEMENT AMONG BROWARD COUNTY AND THE MUNICIPALITIES OF COCONUT CREEK, COOPER CITY, CORAL SPRINGS, DANIA BEACH, DAVIE, DEERFIELD BEACH, HALLANDALE BEACH, LAUDERDALE-BY-THE-SEA, LAUDERDALE LAKES, LAUDERHILL, LIGHTHOUSE POINT, MARGATE, MIRAMAR, NORTH LAUDERDALE, OAKLAND PARK, PARKLAND, PEMBROKE PARK, PEMBROKE PINES, PLANTATION, POMPANO BEACH, SOUTHWEST RANCHES, SUNRISE, TAMARAC, WESTON, WEST PARK, AND WILTON MANORS FOR SHARING RESOURCE BURDENS OF THE SYSTEM-WIDE NPDES MS4 PERMIT AND AUTHORIZING BROWARD COUNTY TO CONDUCT TECHNICAL ACTIVITIES REQUIRED BY THE NPDES MS4 PERMIT

CITY OF WESTON

ATTEST: By: ________________________________
CITY MAYOR

________________________________ ________________________________
CITY CLERK Print Name

_____ day of __________, 20___

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City Attorney

INTERLOCAL AGREEMENT AMONG BROWARD COUNTY AND THE MUNICIPALITIES OF COCONUT CREEK, COOPER CITY, CORAL SPRINGS, DANIA BEACH, DAVIE, DEERFIELD BEACH, HALLANDALE BEACH, LAUDERDALE-BY-THE-SEA, LAUDERDALE LAKES, LAUDERHILL, LIGHTHOUSE POINT, MARGATE, MIRAMAR, NORTH LAUDERDALE, OAKLAND PARK, PARKLAND, PEMBROKE PARK, PEMBROKE PINES, PLANTATION, POMPANO BEACH, SOUTHWEST RANCHES, SUNRISE, TAMARAC, WESTON, WEST PARK, AND WILTON MANORS FOR SHARING RESOURCE BURDENS OF THE SYSTEM-WIDE NPDES MS4 PERMIT AND AUTHORIZING BROWARD COUNTY TO CONDUCT TECHNICAL ACTIVITIES REQUIRED BY THE NPDES MS4 PERMIT

CITY OF WEST PARK

ATTEST:

By: ___________________________________
CITY MAYOR

____
CITY CLERK

____
Print Name

_____ day of __________, 20___

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City Attorney

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CITY OF WILTON MANORS

ATTEST:

By: ________________________________
CITY MAYOR

____
CITY CLERK

____
Print Name

_____ day of __________, 20___

I HEREBY CERTIFY that I have approved this Agreement as to form and legal sufficiency subject to execution by the parties:

____
City Attorney

EXHIBIT A
SCOPE OF SERVICES

The Permittees consist of the Broward County ("County"), by and through its Public Works and Environmental Services Department ("PWESD") and local governments within Broward County ("Municipalities"). The Permittees are responsible for completing the activities under Parts III, V, and VIII of the NPDES MS4 permit. County will perform specific technical activities under Parts III and V of the NPDES MS4 Permit on behalf of the Permittees.

The tables below identify interlocal responsibilities and reporting requirements for activities under Parts III, V, and VIII of the NPDES MS4 Permit.

PART III. SCHEDULES FOR IMPLEMENTATION AND COMPLIANCE

A. <u>Implementation of Stormwater Management Programs.</u>

STORMWATER MANAGEMENT PROGRAM:
1. Structural Controls and Stormwater Collection Systems Operation.

PERMITTEE(S)	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
ALL	Maintain an up-to-date inventory of the structural controls and roadway stormwater collection structures operated by the Permittee, including, as applicable, all of the types of control structures listed in Table II.A.1.a of the Permit.	County & Municipalities	Report the current known inventory in each Annual Report.
	Provide an inventory of all known major outfalls covered by the Permit and a map depicting the location of the major outfalls (hard copy or electronic).	County & Municipalities	Provide the outfall inventory and map with the Year 1 Annual Report.

STORMWATER MANAGEMENT PROGRAM: *1. Structural Controls and Stormwater Collection Systems Operation.*			
PERMITTEE(S)	**ACTIVITY**	**INTERLOCAL RESPONSIBILITY**	**REPORTING REQUIREMENT**
ALL	Implement a structural control inspection and maintenance program to conduct inspections and maintenance of the structural controls and roadway stormwater collection systems operated by the permittee in accordance with Table II.A.1.a of the Permit to reduce pollutants, including floatables, in discharges from the MS4. The written Standard Operating Procedure (SOP) shall be reviewed annually. Maintain an internal record keeping system to schedule and document inspections and maintenance activities conducted on the structural controls and roadway stormwater collection structures operated by the Permittee. Retain copies of the contractual agreement that specifies the schedule and frequency of the inspection and maintenance activities to be conducted.	County & Municipalities	Report the number of inspection and maintenance activities conducted for each applicable type of structure included in Table II.A.1.a, and the percentage of the total inventory of each type of structure inspected and maintained in each Annual Report. If the minimum inspection frequencies set forth in Table II.A.1.a were not met, provide as an attachment an explanation of why they were not and a description of the actions that will be taken to ensure that they will be met in each Annual Report.

STORMWATER MANAGEMENT PROGRAM: *2. Areas of New Development and Significant Redevelopment.*			
PERMITTEE	**ACTIVITY**	**INTERLOCAL RESPONSIBILITY**	**REPORTING REQUIREMENT**
ALL	Continue to adhere to the policies of the Permittee's current Comprehensive Plan (or similar document) and the requirements of local codes and regulations, as well as development review and permitting procedures, that incorporate stormwater quality considerations into land-use planning and development activities to reduce pollutants in stormwater discharges from areas of new development and significant redevelopment, and guide new development away from environmentally sensitive areas. The comprehensive planning process shall limit the increases in the discharge of pollutants in stormwater as a result of new development, and shall reduce the discharge of pollutants in stormwater from redeveloped areas, consistent with the requirements set forth in the ERP rules of the SFWMD. Maintain documentation of the new development and significant redevelopment project review activity.	Municipalities for their codes and County for Ch.27 and Vol.4 in area of ERP delegation	Report the number of significant development projects, including new and redevelopment projects reviewed and approved by the Permittee for post-development stormwater considerations in each Annual Report.

STORMWATER MANAGEMENT PROGRAM: *2. Areas of New Development and Significant Redevelopment.*			
PERMITTEE	**ACTIVITY**	**INTERLOCAL RESPONSIBILITY**	**REPORTING REQUIREMENT**
ALL	Conduct an inter-departmental review of the Permittee's current local codes and land development regulations to identify potential changes to existing codes and regulations that will further reduce the stormwater impacts of new development and areas of significant redevelopment. In particular, focus on changes to the code that will promote low impact design, also termed green infrastructure: reductions in impervious surfaces, the use of swales or other retention BMPs, the incorporation of low impact development principles, reduction in flow and volume of stormwater, increase in natural hydrology, and adherence to the principles of the Florida Yards and Neighborhoods program in new landscaping. Develop a summary report of the review activity that includes the following information: all applicable local code and regulation citations reviewed (both current and draft); a description of the current and proposed techniques aimed at reducing the stormwater impacts of new development and areas of significant redevelopment that are included within the applicable codes and regulations; a description of innovative stormwater planning techniques, including those described above, recommended for possible future incorporation into the codes and regulations (beyond what may be currently in draft); and, a plan for implementing changes to codes and regulations. Develop a follow-up report that summarizes plan implementation to change the local codes and regulations and promote reducing stormwater impacts from new development and areas of significant redevelopment.	Municipalities for their codes and County for Ch. 27 and Vol. 4 in area of ERP delegation	Provide in the Year 2 Annual Report the summary report of the review activity. Provide in the Year 4 Annual Report the follow-up report on plan implementation.

STORMWATER MANAGEMENT PROGRAM: 3. Roadways.			
PERMITTEE	**ACTIVITY**	**INTERLOCAL RESPONSIBILITY**	**REPORTING REQUIREMENT**
ALL	Implement a litter control program for public streets, roads, and highways, including rights-of-way operated by the Permittee; and procedures to properly dispose of collected material. Implement the program on a monthly, or on an as needed, basis. The written SOP shall be reviewed annually. Maintain documentation of the litter control program activities.	County & Municipalities	Report on the litter control program, including the frequency of litter collection, an estimate of the total number of road miles cleaned or amount of area covered by the activities, and an estimate of the quantity of litter collected in each Annual Report.
ALL	In addition to the litter collection program, consider promoting and coordinating an "Adopt-A-Road" (or similar) program where volunteers collect litter along roadways within the Permittee's jurisdictional area. This activity may be accomplished through cooperative efforts with other Permittees, public agencies, or private entities. Maintain documentation of the Adopt-A-Road (or similar program) activities.	County & Municipalities	If an Adopt-A-Road or similar program is implemented, report the total number of road miles cleaned and an estimate of the quantity of litter collected in each Annual Report.

STORMWATER MANAGEMENT PROGRAM: 3. Roadways.			
PERMITTEE	**ACTIVITY**	**INTERLOCAL RESPONSIBILITY**	**REPORTING REQUIREMENT**
ALL	Implement a street sweeping program for highways and streets, including rights-of-way, with curbs and gutters operated by the permittee. The SOP shall include the criteria for determining which roadways will be swept and the frequency of sweeping, proper disposal of collected material, and the method for quantifying and tracking the amount of material removed by the street sweepers. The written SOP shall be reviewed annually. The Permittees shall use the results of the Florida Stormwater Association MS4 Project to calculate the total nitrogen (TN) and total phosphorus (TP) load reductions. This report and the associated spreadsheet to calculate the nutrient loadings are available online at: http://www.dep.state.fl.us/water/stormwater/npdes/MS4_1.htm. A Permittee may use results from a similar study if it is approved by the FDEP. Maintain documentation of the street sweeping program activities.	County & Municipalities	Report on the street sweeping program, including the frequency of the sweeping, total miles swept, an estimate of the quantity of sweepings collected, and the estimated pounds of TN and TP that were removed by the collection of sweepings, in each Annual Report.

STORMWATER MANAGEMENT PROGRAM: 3. Roadways.			
PERMITTEE	**ACTIVITY**	**INTERLOCAL RESPONSIBILITY**	**REPORTING REQUIREMENT**
ALL	Implement a roadway maintenance program to reduce the pollutants in stormwater runoff from areas associated with road repair and maintenance, and from permittee-owned or operated equipment yards and maintenance shops that support road maintenance activities. The pollution prevention practices during road repair shall include limiting the amount of soil disturbance to the immediate area under repair and using appropriate stormwater, erosion, and sedimentation control BMPs from the *Florida Stormwater, Erosion, and Sedimentation Control Inspector's Manual* (FDEP, most current version) and from the *State of Florida Erosion and Sediment Control Design and Review Manual,* (Prepared for FDOT & FDEP; by the State Erosion and Sediment Control Task Force, 2013) until disturbed areas are stabilized. The Permittee shall identify the equipment yards and maintenance shops that support road maintenance activities and determine the necessary control measures and procedures to be employed at each facility through annual site inspections. The written SOP shall be reviewed annually. Maintain documentation of the inspections that demonstrate the stormwater concerns reviewed and the appropriate control measures and procedures implemented or needing to be implemented.	County & Municipalities	Report the number of applicable facilities and the number of inspections conducted for each facility in each Annual Report.

STORMWATER MANAGEMENT PROGRAM: 4. Flood Control Projects.			
PERMITTEE	**ACTIVITY**	**INTERLOCAL RESPONSIBILITY**	**REPORTING REQUIREMENT**
ALL	Stormwater treatment shall be provided for all flood management projects undertaken by the permittee as required by the ERP rules of the SFWMD. Continue to maintain a list of stormwater capital improvement projects proposed by the Stormwater Management Master Plan or Basin Master Planning studies (or a similar document). Include in the project list any retrofits of existing structural flood control devices to provide additional pollutant removal from stormwater. Existing structural flood control devices shall be evaluated to determine if retrofitting the device to provide additional pollutant removal from stormwater is needed or feasible. A "stormwater retrofit project" is primarily to provide stormwater treatment for areas currently without treatment or requiring additional stormwater treatment.	County & Municipalities	Report the total number of flood control projects that were constructed by the Permittee during the reporting period and the number of those projects that did not include stormwater treatment in each Annual Report. The Permittee shall provide a list of the projects where stormwater treatment was not included with an explanation for each of why it was not. Report on any stormwater retrofit planning activities and the associated implementation of retrofitting projects to reduce stormwater pollutant loads from existing drainage systems.

STORMWATER MANAGEMENT PROGRAM: 5. *Municipal Waste Treatment, Storage, or Disposal Facilities Not Covered by an NPDES Stormwater Permit.*			
PERMITTEE	**ACTIVITY**	**INTERLOCAL RESPONSIBILITY**	**REPORTING REQUIREMENT**
ALL	Implement a Municipal Waste Treatment, Storage, or Disposal (TSD) facility program for inspections and implementation of measures to control discharges from the following facilities that are not otherwise covered by an NPDES stormwater permit: • Operating municipal landfills; • Municipal waste transfer stations; • Municipal waste fleet maintenance facilities; and • Other municipal waste treatment, waste storage, and waste disposal facilities. The Permittee shall identify the applicable facilities and shall determine the necessary control measures and procedures to be employed at each facility through annual site inspections. Site specific monitoring may be required as detailed in Part III.A.8.b. The written SOP shall be reviewed annually. Maintain documentation of the inspections that demonstrates the stormwater concerns reviewed, and the appropriate pollution control measures and procedures implemented or needing to be implemented.	PWESD for County facilities Municipalities for their own facilities	Report the number of applicable facilities and the number of inspections conducted for each facility in each Annual Report.

STORMWATER MANAGEMENT PROGRAM: 6. Pesticides, Herbicides, and Fertilizer Application.			
PERMITTEE	**ACTIVITY**	**INTERLOCAL RESPONSIBILITY**	**REPORTING REQUIREMENT**
ALL	Continue to require proper certification and licensing by the Florida Department of Agriculture and Consumer Services (FDACS) for all applicators contracted to apply pesticides or herbicides (commercial applicator) on Permittee-owned property, as well as any Permittee personnel (public applicator) employed in the application of these products. Maintain a list of the public applicators and contracted commercial applicators of pesticides and herbicides who are FDACS certified/licensed.	County & Municipalities	Report the number of public applicators and contracted commercial applicators of pesticides and herbicides who are FDACS certified/licensed in each Annual Report.
ALL	All Permittee personnel applying fertilizer shall be trained through the Green Industry BMP Program. A Permittee who contracts the application of fertilizer shall use only commercial applicators of fertilizer who have obtained a limited certification for urban landscape commercial fertilizer application under Section 482.1562, F.S. Maintain a list of the Permittee personnel who have been trained through the Green Industry BMP Program and the contracted commercial applicators of fertilizer who are FDACS certified/licensed.	County & Municipalities	Report the number of Permittee personnel who have been trained through the Green Industry BMP Program and the number of contracted commercial applicators of fertilizer who are FDACS licensed in each Annual Report.

STORMWATER MANAGEMENT PROGRAM: 6. Pesticides, Herbicides, and Fertilizer Application.			
PERMITTEE	**ACTIVITY**	**INTERLOCAL RESPONSIBILITY**	**REPORTING REQUIREMENT**
ALL	Pursuant to Section 403.9337, F.S., all local governments are encouraged to adopt a Florida-Friendly Landscaping Ordinance similar to the one set forth in the *Florida-Friendly Guidance Models for Ordinances, Covenants and Restrictions.* This model ordinance incorporates Florida-Friendly landscaping and irrigation design requirements, Florida-Friendly fertilizer requirements, and training and certification requirements. If the broader Florida-Friendly Landscaping ordinance described above is not adopted, then all local governments within the watershed of a nutrient-impaired water body shall adopt the Department's *Model Ordinance for Florida-Friendly Fertilizer Use on Urban Landscapes* pursuant to Section 403.9337, F.S., or an ordinance that includes all of the elements set forth in the Model Ordinance. The requirements in this section apply to impaired waterbodies established as of the effective date of this permit. The ordinance shall be adopted within 24 months of the date of permit issuance.	County & Municipalities	Provide a copy of the adopted ordinance with the Year 2 Annual Report.
ALL	Implement a public education and outreach program to encourage citizens to reduce their use of pesticides, herbicides, and fertilizers. The program shall include the distribution of public education materials describing the need to minimize the application of fertilizers, pesticides and herbicides, and promote actions such as incorporating Florida-Friendly landscaping concepts into new landscaping projects.	County	

STORMWATER MANAGEMENT PROGRAM: 6. Pesticides, Herbicides, and Fertilizer Application.			
PERMITTEE	**ACTIVITY**	**INTERLOCAL RESPONSIBILITY**	**REPORTING REQUIREMENT**
(continued)	The written SOP for implementation of the program shall include the following and be reviewed annually: • The goals and objectives; • The topics to be addressed; • A description of the target audience(s); • A description of the activities and materials (including which topics are to be addressed by each) for each target audience and why those activities/materials were chosen; • The methods for distribution; • The annual schedule for the activities/distribution; • The method for documenting the outreach activities; • Identification of the staff / department(s) / entities responsible for performing the outreach activities; and • A description of the resources allocated to implement the program. A single SOP may address all three of the required public education and outreach topics as per Parts III.A.6, III.A.7.e and III.A.7.f of the Permit. Maintain documentation of the type and number of public education and outreach activities conducted, the type and number of materials distributed, and the number of Web site visits (if applicable).	(continued)	Report on the public education and outreach activities that are performed or sponsored by the Permittee within the Permittee's jurisdiction to encourage citizens to reduce their use of pesticides, herbicides and fertilizers, including the type and number of activities conducted, the type and number of materials distributed, and the number of Web site visits (if applicable) in each Annual Report .

STORMWATER MANAGEMENT PROGRAM: 6. Pesticides, Herbicides, and Fertilizer Application.			
PERMITTEE	**ACTIVITY**	**INTERLOCAL RESPONSIBILITY**	**REPORTING REQUIREMENT**
(continued)	Compliance with this element may be achieved through participating in the Florida Yards and Neighborhoods (FYN) program administered by the UF/IFAS County Extension.	(continued)	
ALL	Implement a pesticide, herbicide and fertilizer application program to minimize the use of pesticides, herbicides, and fertilizers on public property and to properly apply, store, and mix these products. The written SOP for the program shall be reviewed annually and include items such as: • Incorporating Florida-Friendly landscaping and fertilization on all landscape projects; • Maintaining an inventory of pesticides, herbicides, and fertilizers; • Properly storing products; • Eliminating spraying programs with minimal effectiveness; • Using non-toxic pesticides where practical; • Timing applications for maximum effectiveness by considering growth cycles; and • Using efficient chemical management practices such as drift-retardants and applying during appropriate weather conditions.	County & Municipalities	As Needed

STORMWATER MANAGEMENT PROGRAM: **6. Pesticides, Herbicides, and Fertilizer Application.**			
PERMITTEE	**ACTIVITY**	**INTERLOCAL RESPONSIBILITY**	**REPORTING REQUIREMENT**
(continued)	If the Permittee operates one or more golf courses, the courses shall be operated in a manner that is consistent with the *Best Management Practices for the Enhancement of Environmental Quality on Florida Golf Courses* manual (Florida DEP, 2007, or most current version). Maintain documentation of the procedures.	(continued)	

STORMWATER MANAGEMENT PROGRAM: **7. a.)** ***Illicit Discharges and Improper Disposal - Inspections, Ordinances, and Enforcement Measures.***			
PERMITTEE	**ACTIVITY**	**INTERLOCAL RESPONSIBILITY**	**REPORTING REQUIREMENT**
ALL	Where applicable, strengthen the legal authority to conduct inspections, conduct monitoring, control illicit discharges, illicit connections, illegal dumping and spills into the MS4 and to require compliance with conditions in ordinances, permits, contracts, and orders. This includes the legal authority to take legal action to eliminate illicit discharges or connections. Continue, as necessary, an assessment of the non-stormwater discharges listed under Part II.A.7.a of the Permit, as well as any other non-stormwater discharges, which will be allowed to be discharged to the MS4.	County & Municipalities	Report amendments, as needed, in the Year 4 Annual Report.

STORMWATER MANAGEMENT PROGRAM: **7. b.)** ***Illicit Discharges and Improper Disposal - Dry Weather Field Screening.***			
PERMITTEE	**ACTIVITY**	**INTERLOCAL RESPONSIBILITY**	**REPORTING REQUIREMENT**
ALL	***RESERVED*** Florida's hydrologic and water table conditions make dry weather field screening impossible in many areas. Instead, FDEP concluded that more environmental benefits can be achieved through the implementation of a proactive illicit discharge detection program, which is set forth in the remaining sections of Part III.A.7 of the Permit.	N/A	As Needed

STORMWATER MANAGEMENT PROGRAM: **7. c.)** ***Illicit Discharges and Improper Disposal - Inspection and Investigation of Suspected Illicit Discharges and/or Improper Disposal.***			
PERMITTEE	**ACTIVITY**	**INTERLOCAL RESPONSIBILITY**	**REPORTING REQUIREMENT**
ALL	Implement a proactive inspection program to inspect the MS4 and identify and eliminate sources of illicit discharges, illicit connections, illegal dumping, or other sources of non-stormwater to the MS4 (excluding those non-stormwater discharges listed in Part II.7.a). The written SOP for the program shall include the following and be reviewed annually: • A list of priority areas/facilities; • An annual schedule for inspections; • Procedures for conducting MS4/facility inspections; • Procedures for confirming whether a facility has coverage under FDEP's *NPDES Multi-Sector Generic Permit for Stormwater Discharge Associated with Industrial Activity* (MSGP, Rule 62-621.300(5), F.A.C.), and notifying FDEP's NPDES Stormwater Program if the permittee suspects the facility does not have coverage, if applicable); • Procedures for tracing the source of an illicit discharge/connection; • Procedures for eliminating the discharge/connection; • Procedures for documenting inspections and enforcement activities (including use of a standard form/report with the date and findings of inspection, type of illicit discharge found, type of enforcement taken, date of verification of elimination, and non-permitted MSGP facility referrals); • Procedures for enforcement actions or referrals to the appropriate jurisdictional authority (e.g. applicable MS4 operator, FDEP, DOH or SFWMD); • Identification of the staff/department(s)/entities responsible for performing inspections and enforcement activities; and	County	Report on the proactive inspection program, including the number of inspections conducted, the number of illicit activities found, and the number and type of enforcement actions taken or the number of referrals completed in each Annual Report.

	• A description of the resources allocated to implement the plan.		
STORMWATER MANAGEMENT PROGRAM: **7. c.)** ***Illicit Discharges and Improper Disposal - Inspection and Investigation of Suspected Illicit Discharges and/or Improper Disposal.***			
PERMITTEE	**ACTIVITY**	**INTERLOCAL RESPONSIBILITY**	**REPORTING REQUIREMENT**
(continued)	Priority areas shall include the following as applicable to the Permittee's jurisdiction: • Watersheds with bacteria TMDLs; • Areas with older infrastructure; • Industrial, commercial, or mixed use areas; • Facilities inspected in conjunction with other programs (e.g., industrial pretreatment inspections, health inspections, fire inspections, etc.); • Areas with a history of past illicit discharge and/or illegal dumping; • Areas with on-site sewage disposal systems; and • Areas upstream of sensitive or impaired water bodies. The plan must include annual inspections in each Permittee's jurisdiction.	(continued)	(continued)

STORMWATER MANAGEMENT PROGRAM: 7. c.) *Illicit Discharges and Improper Disposal- Inspection and Investigation of Suspected Illicit Discharges and/or Improper Disposal.*			
PERMITTEE	**ACTIVITY**	**INTERLOCAL RESPONSIBILITY**	**REPORTING REQUIREMENT**
ALL	Implement a reactive investigation program to conduct reactive investigations to identify and eliminate the source(s) of illicit discharges, illicit connections or illegal dumping to the MS4 based on reports received from permittee personnel, contractors, citizens, or other entities regarding suspected illicit activity. Based upon the reports received, investigate the suspected illicit activity. Through additional sampling or investigation and systematically tracing the source upstream from the point of initial detection, identify the source of the problem. If an illicit discharge or connection is found, the Permittee shall take appropriate action(s) under its illicit discharge program (ordinance or other regulatory mechanism), including enforcement actions where necessary, to correct or eliminate the discharge or connection. If the Permittee determines or suspects that an industrial facility does not have coverage as required under the Department's MSGP, it shall notify FDEP's NPDES Stormwater Program and provide the name and address of the facility. The written SOP shall be reviewed annually.	PWESD	Report on the reactive investigation program as it relates to responding to reports of suspected illicit discharges, including the number of reports received, the number of investigations conducted, the number of illicit activities found, and the number and type of enforcement actions taken in each Annual Report.

STORMWATER MANAGEMENT PROGRAM: **7. c.)** ***Illicit Discharges and Improper Disposal Inspection and Investigation of Suspected Illicit Discharges and/or Improper Disposal.***			
PERMITTEE	**ACTIVITY**	**INTERLOCAL RESPONSIBILITY**	**REPORTING REQUIREMENT**
(continued)	Maintain documentation (standard form/report) of the reactive investigations performed, including the date of the initial complaint or observation (from Permittee personnel, contractors, citizens, or other entities), source and type of illicit discharge, date of the investigation, findings of the investigation, type of enforcement action(s) taken, date of verification of elimination, and any non-permitted MSGP facility referrals completed.	(continued)	(continued)

STORMWATER MANAGEMENT PROGRAM: **7. c.)** ***Illicit Discharges and Improper Disposal -Inspection and Investigation of Suspected Illicit Discharges and/or Improper Disposal.***			
PERMITTEE	**ACTIVITY**	**INTERLOCAL RESPONSIBILITY**	**REPORTING REQUIREMENT**
ALL	Implement a training program for the training of all appropriate Permittee personnel and contractors employed by or under contract with the Permittee (including field crews, fleet maintenance staff, and inspectors) to identify and report conditions in the stormwater system that may indicate the presence of illicit discharges/connections/dumping to the MS4. Instruct personnel and appropriate contractors to be alert for illicit connections and suspicious flows during routine maintenance activities (particularly in areas with high risk facilities). The training shall include an overview of the NPDES stormwater permitting requirements under FDEP's MSGP, and the types of facilities covered. The written SOP for the program shall be reviewed annually and include the following: • A description of the topics; • A description of the personnel and contractors targeted; • The methods and materials to be used; • Identification of staff/department(s)/entities to perform training; • The method for documenting (in-house and outside) training activities; and • The annual training schedule for new and current personnel.	PWESD to provide training based on the staff sent by County & Municipalities	Report the type of training activities, and the number of permittee personnel and contractors trained in each Annual Report.

STORMWATER MANAGEMENT PROGRAM: **7. c.)** ***Illicit Discharges and Improper Disposal - Inspection and Investigation of Suspected Illicit Discharges and/or Improper Disposal.***			
PERMITTEE	**ACTIVITY**	**INTERLOCAL RESPONSIBILITY**	**REPORTING REQUIREMENT**
(continued)	A single SOP may address all the training required as per Parts III.A.7.c, III.A.7.d and III.A.9.c of the Permit. Maintain documentation of the training activities, including the date of the training, the type of training, the topic(s) covered, and the names and affiliations of the participants.	(continued)	(continued)

STORMWATER MANAGEMENT PROGRAM: **7. d.)** ***Illicit Discharges and Improper Disposal - Spill Prevention and Response.***			
PERMITTEE	**ACTIVITY**	**INTERLOCAL RESPONSIBILITY**	**REPORTING REQUIREMENT**
ALL	Implement a spill prevention/spill response program with procedures to prevent, contain, and respond to spills that discharge into the MS4. Ensure that spills, regardless of whether they are hazardous, are properly addressed. The written SOP shall be reviewed annually identify the applicable staff/ entities to be notified of spills, control measures and procedures to minimize or prevent spills, and the method for documenting program activities. Maintain documentation of the spill prevention and response activities.	County & Municipalities	Report on the spill prevention and response activities, including the number of spills responded to in each Annual Report.
ALL	Implement a training program for the training of all appropriate Permittee personnel and contractors employed by or under contract with the permittee (including field crews, firefighters, fleet maintenance staff and inspectors) on proper spill prevention, containment, and response techniques and procedures. The training shall include how to prevent a spill, recognize and quickly assess the nature of a spill, contain a spill, and promptly report hazardous material and chemical spills to the appropriate authority.	PWESD to provide training based on the staff sent by County & Municipalities	Report the type of training activities, and the number of Permittee personnel and contractors trained in each Annual Report.

STORMWATER MANAGEMENT PROGRAM: **7. d.)** *Illicit Discharges and Improper Disposal - Spill Prevention and Response.*			
PERMITTEE	**ACTIVITY**	**INTERLOCAL RESPONSIBILITY**	**REPORTING REQUIREMENT**
(continued)	The written SOP for the program shall include the following and be reviewed annually: • A description of the topics; • A description of the personnel and contractors targeted; • The methods and materials to be used; • Identification of the staff / department(s) / outside entities who will perform the training; • The method for documenting (in-house and outside) training activities; and • The annual schedule of training for new and current personnel. A single SOP may address all the training required as per Parts III.A.7.c, III.A.7.d and III.A.9.c of the Permit. Maintain documentation of the training activities, including the date of the training, the type of training, the topic(s) covered, and the names and affiliations of the participants.	(continued)	(continued)

STORMWATER MANAGEMENT PROGRAM: **7. e.)** *Illicit Discharges and Improper Disposal - Public Reporting.*			
PERMITTEE	**ACTIVITY**	**INTERLOCAL RESPONSIBILITY**	**REPORTING REQUIREMENT**
ALL	Implement a public education and outreach program to promote, publicize, and facilitate public reporting of the presence of illicit discharges and improper disposal into the MS4. The Permittee shall maintain and publicize a phone line for public reporting of suspected illicit discharges and improper disposal. The Permittee shall also disseminate information on the problems associated with illicit discharges, illicit connections and improper disposal, how to identify them, and how to report incidents discovered. The written SOP for the program shall include the following and be reviewed annually: • The goals and objectives; • The topics to be addressed; • A description of the target audience(s); • A description of the activities and materials (including which topics are to be addressed by each) for each target audience and why those activities/materials were chosen; • The methods for distribution; • The annual schedule for the activities/distribution; • The method for documenting activities; • Identification of the staff / department(s) / entities responsible for performing the outreach activities; and • A description of the resources allocated to implement the program.	PWESD	Report on the public education and outreach activities that are performed or sponsored by the Permittee within the Permittee's jurisdiction to encourage the public reporting of suspected illicit discharges and improper disposal of materials, including the type and number of activities conducted, the type and number of materials distributed, and the number of website visits (if applicable) in each Annual Report.

STORMWATER MANAGEMENT PROGRAM: **7. e.)** *Illicit Discharges and Improper Disposal - Public Reporting.*			
PERMITTEE	**ACTIVITY**	**INTERLOCAL RESPONSIBILITY**	**REPORTING REQUIREMENT**
(continued)	A single SOP may address all three of the required public education and outreach topics as per Parts III.A.6, III.A.7.e and III.A.7.f of the Permit. Maintain documentation of the type and number of public education and outreach activities conducted, the type and number of materials distributed, and the number of website visits (if applicable).	(continued)	(continued)

STORMWATER MANAGEMENT PROGRAM: **7. f.)** ***Illicit Discharges and Improper Disposal- Oils, Toxics, and Household Hazardous Waste Control.***			
PERMITTEE	**ACTIVITY**	**INTERLOCAL RESPONSIBILITY**	**REPORTING REQUIREMENT**
ALL	Implement a public education and outreach program to encourage the proper use and disposal of used motor vehicle fluids, leftover hazardous household waste (HHW), and lead acid batteries. Routinely inform the public of the locations of collection facilities, a description of the types of materials accepted and the hours of operation. The program may include an activity such as the stenciling/marking of municipally-owned storm sewer inlets, and providing information through the Internet, utility bill inserts, brochures, flyers, PSAs, presentations, etc. The written SOP for the program shall also include the following and be reviewed annually: • The goals and objectives; • The topics to be addressed; • A description of the target audience(s); • A description of the activities and materials (including which topics are to be addressed by each) for each target audience and why those activities/materials were chosen; • The methods for distribution; • The annual schedule for the activities/distribution; • The method for documenting the activities; • Identification of the staff/department(s)/entities responsible for performing the outreach activities; and • A description of the resources allocated to implement the program.	County & Municipalities	Report on the public education and outreach activities that are performed or sponsored by the Permittee within the Permittee's jurisdiction to encourage the proper use and disposal of oils, toxics, and household hazardous waste, including the type and number of activities conducted, the type and number of materials distributed, the amount of waste collected/recycled/properly disposed, and the number of website visits (if applicable) in each Annual Report.

STORMWATER MANAGEMENT PROGRAM: **7. f.)** ***Illicit Discharges and Improper Disposal Oils, Toxics, and Household Hazardous Waste Control.***			
PERMITTEE	**ACTIVITY**	**INTERLOCAL RESPONSIBILITY**	**REPORTING REQUIREMENT**
(continued)	A single SOP may address all three of the required public education and outreach topics as per Parts III.A.6, III.A.7.e and III.A.7.f of the Permit. Maintain documentation of the type and number of public education and outreach activities conducted, type and number of materials distributed, amount of waste collected/recycled/properly disposed, and number of website visits (if applicable).	(continued)	(continued)

STORMWATER MANAGEMENT PROGRAM: **7. g.)** ***Illicit Discharges and Improper Disposal - Limitation of Sanitary Sewer Seepage.***			
PERMITTEE	**ACTIVITY**	**INTERLOCAL RESPONSIBILITY**	**REPORTING REQUIREMENT**
ALL	Implement a wastewater contamination program to reduce or eliminate sanitary wastewater contamination into the MS4, including discharges to the MS4 from sanitary sewer overflows (SSOs) and from inflow/infiltration from collection/transmission systems and/or septic tank systems. Example activities to reduce sanitary wastewater contamination include: repair/lining of sanitary sewer; septic systems removed emergency generator added. The Permittee should contact the appropriate authorities for accurate reporting information, such as the sanitary sewer system operator who is responsible for investigating and eliminating SSOs and the local health department who is responsible for permitting/overseeing septic tank systems. Advise the appropriate utility owner of a possible violation if constituents common to wastewater contamination are discovered in the Permittee's MS4. The written SOP shall be reviewed annually. Maintain documentation of the SSOs and inflow/infiltration incidents addressed.	County & Municipalities	Report on the type and number of activities undertaken to reduce or eliminate SSOs and inflow/infiltration, the number of SSOs or inflow/infiltration incidents found and the number resolved, and the name of the owner of the sanitary sewer system within the permittee's jurisdiction in each Annual Report.

STORMWATER MANAGEMENT PROGRAM: 8. a.) *Industrial and High Risk Runoff - Identification of Priorities and Procedures for Inspections.*			
PERMITTEE	**ACTIVITY**	**INTERLOCAL RESPONSIBILITY**	**REPORTING REQUIREMENT**
ALL	Maintain an up-to-date inventory of all existing high-risk facilities discharging into the Permittee's MS4. The inventory shall identify the facility outfall to the MS4, the MS4 outfall and receiving surface water body. For the purposes of the Permit, high risk facilities include: • Operating municipal landfills; • Hazardous waste treatment, storage, disposal and recovery facilities; • Facilities that are subject to EPCRA Title III, Section 313 (Toxics Release Inventory (TRI) maintained by the U.S. EPA); and • Any other industrial or commercial discharge that the permittee determines is contributing a substantial pollutant loading to the Permittee's MS4. This may include facilities identified through the proactive inspection program as per Part III.A.7.c of the Permit, or an MSGP as the Permittee deems necessary.	PWESD	Report on the high risk facilities inventory, including the type and total number of high risk facilities and the number of newly added facilities each year in each Annual Report.
ALL	Implement a high-risk facility program for conducting inspections of high-risk facilities to determine compliance with all appropriate aspects of the stormwater program (e.g., no illicit discharges/connections/dumping, compliance with local stormwater regulation requirements, and confirm coverage under FDEP's MSGP, if applicable).	PWESD	(see next page)

STORMWATER MANAGEMENT PROGRAM: **8. a.)** ***Industrial and High Risk Runoff - Identification of Priorities and Procedures for Inspections.***			
PERMITTEE	**ACTIVITY**	**INTERLOCAL RESPONSIBILITY**	**REPORTING REQUIREMENT**
(continued)	The written SOP for the program shall include the following and be reviewed annually: • Procedures for prioritizing the inventoried facilities for inspection; • An inspection schedule (that includes inspecting each facility at least once during the permit cycle); • Procedures for conducting the site inspections (including confirming whether a facility has coverage under the MSGP, if applicable); • Procedures for addressing illicit discharges to the MS4; • Procedures for documenting the inspections and any enforcement activities (including use of a standard form/report); • Identification of the staff/department(s)/outside entities responsible for performing the inspections and the enforcement activities; • A schedule for training inspectors as per Part III.A.7.c of the Permit; and • A description of the resources allocated to implement the plan.	(continued)	Report on the high-risk facilities inspection program, including the number of inspections conducted, and the number and type of enforcement actions taken, in each Annual Report.

STORMWATER MANAGEMENT PROGRAM: 8. a.) *Industrial and High Risk Runoff - Identification of Priorities and Procedures for Inspections.*			
PERMITTEE	**ACTIVITY**	**INTERLOCAL RESPONSIBILITY**	**REPORTING REQUIREMENT**
(continued)	If the inspection identifies conditions or activities that are in violation of local codes and ordinances, the Permittee shall implement the necessary enforcement to prevent the discharge of pollutants to the MS4. If the Permittee determines or suspects that an industrial facility does not have coverage as required under FDEP's MSGP, it shall notify FDEP's NPDES Stormwater Program and provide the name and address of the facility. Maintain documentation of the high-risk inspections performed, including the date of the inspection, findings of the inspection, type of illicit discharge(s) found, type of enforcement action(s) taken, date of verification of elimination, and any non-permitted MSGP facility referrals completed.	(continued)	(continued)

STORMWATER MANAGEMENT PROGRAM: **8. b.) *Industrial and High Risk Runoff - Monitoring for High Risk Industries*.**			
PERMITTEE	**ACTIVITY**	**INTERLOCAL RESPONSIBILITY**	**REPORTING REQUIREMENT**
ALL	Sampling of the discharge to the stormwater system may be required on an as-needed basis if inspections of high-risk facilities disclose suspected illicit discharges to the MS4. New high-risk industrial facilities as defined in 40 C.F.R. 122.26(d)(2)(iv)(C) must be evaluated to determine if the new discharge is contributing a substantial pollutant load to the MS4. The evaluation may include site-specific sampling. Maintain documentation of the sampling activities.	PWESD	Report the number of high-risk facilities sampled in each Annual Report.

STORMWATER MANAGEMENT PROGRAM: **9. a.)** ***Construction Site Runoff - Site Planning and Non-Structural & Structural Best Management Practices.***			
PERMITTEE	**ACTIVITY**	**INTERLOCAL RESPONSIBILITY**	**REPORTING REQUIREMENT**
ALL	Implement a pre-construction site plan review program. The written SOP for the program shall include the following and be reviewed annually: • Implement the local codes or land development regulations that require the use and maintenance of appropriate structural and non-structural erosion, sedimentation and waste controls during construction to reduce the discharge of pollutants to the MS4. Consider innovative structural and non-structural BMPs and new technologies as they evolve for use on Permittee projects. • Notify permit applicants of the need to obtain all required stormwater permits including but not limited to, the ERP from the SFWMD or FDEP Southeast District Office, and the FDEP's *NPDES Generic Permit for Stormwater Discharge from Large and Small Construction Activities* (CGP; Rule 62-621.300(4), F.A.C.), as applicable. • Confirm that ERP and CGP coverage was obtained, as applicable, prior to commencement of any land grading, excavation, or clearing (local approvals are not contingent upon obtaining these permits). Maintain documentation of the pre-construction site plan review activity, including notification and confirmation of ERP and CGP coverage.	Municipalities for local ordinances. County for County regulations	Report the number of Permittee and private pre-construction site plans reviewed and approved for stormwater erosion, sedimentation and waste controls, the number of permit applicants notified of ERP and CGP, and confirmations of coverage in each Annual Report.

STORMWATER MANAGEMENT PROGRAM: **9. b.)** ***Construction Site Runoff - Inspection and Enforcement.***			
PERMITTEE	**ACTIVITY**	**INTERLOCAL RESPONSIBILITY**	**REPORTING REQUIREMENT**
ALL	Implement a construction site inspection program for stormwater, erosion and sedimentation inspections of construction sites discharging stormwater to the MS4. The plan shall apply to both Permittee-operated and privately-operated construction projects discharging into the Permittee's MS4, unless the Permittee does not have the ability to obtain the legal authority to inspect privately-operated sites. For FDOT District Four & Florida's Turnpike Enterprise, privately-operated sites are those sites within FDOT's right-of-way that were issued a Drainage Connection Permit (DCP); construction inspections are outfall inspections. The written SOP for the program shall include the following and be reviewed annually: • Prioritization and frequency schedule for construction site inspections. The schedule must identify the priorities for selecting sites to be inspected and the site inspection frequencies deemed by the Permittee to be appropriate to provide protection from pollutant discharges to the MS4 and surface waters to the MEP.	County for unincorporated areas. Municipalities in their jurisdiction	Report on the inspection program for privately-operated and Permittee-operated construction sites, including the number of active construction sites during the reporting year, the number of inspections of active construction sites, the percentage of active construction sites inspected, and the number and type of enforcement actions / referrals taken, in each Annual Report.

STORMWATER MANAGEMENT PROGRAM: **9. b.)** ***Construction Site Runoff - Inspection and Enforcement.***			
PERMITTEE	**ACTIVITY**	**INTERLOCAL RESPONSIBILITY**	**REPORTING REQUIREMENT**
(continued)	• Inspections shall occur at multiple phases of construction, at all phases determined as necessary and appropriate. At a minimum, inspections shall occur at least once prior to land disturbance to ensure that BMPs have been properly installed, at least once during active construction, and at the conclusion of active construction, unless otherwise justified by the Permittee within the written SOP and approved by FDEP. • The priority order and inspection frequencies shall be based on the following criteria: 1. Construction site size. Larger sites (as determined by the Permittee) shall be inspected more frequently. 2. Water body status. Sites that discharge to impaired waters or sensitive waters shall be inspected more frequently. 3. Significance of adverse water quality impacts. Sites that have been determined by the Permittee to be a significant threat to water quality shall be inspected more frequently. An evaluation of the site's threat to water quality shall include consideration of factors such as the site's proximity to receiving waters and adjacent wetlands, its slopes, its soil characteristics, its need to be dewatered, history of non-compliance by site operators, and public complaints. This evaluation shall be performed during the pre-construction site plan review as per Part III.A.9.a of the Permit. 4. Seasonality and rainfall. Sites with construction occurring during the wet season or sites where rains greater than one inch occur shall be inspected more frequently. 5. Historical inspection considerations. The Permittee may use knowledge gained from past implementation of the construction site inspection program to further establish priorities and inspection frequencies.	(continued)	(continued)

STORMWATER MANAGEMENT PROGRAM: **9. b.)** ***Construction Site Runoff - Inspection and Enforcement.***			
PERMITTEE	**ACTIVITY**	**INTERLOCAL RESPONSIBILITY**	**REPORTING REQUIREMENT**
(continued)	6. Other criteria as determined by the Permittee. • The procedures for conducting site inspections (including a construction site inspection checklist), including appropriate stormwater management and water quality inspection items; and confirmation of ERP and CGP coverage. • Procedures for tracking inspections (including use of a summary log) to demonstrate the history of the activities for each site for each reporting year and to verify that the sites are inspected at no less than the minimum frequency as described in the Permittee's SOP. o Site name and location, o Site operator, o Date of inspection, o Name of inspector, o Summary of the inspection findings, and o Any enforcement actions or referrals.	(continued)	(continued)

STORMWATER MANAGEMENT PROGRAM: **9. b.)** ***Construction Site Runoff- Inspection and Enforcement.***			
PERMITTEE	**ACTIVITY**	**INTERLOCAL RESPONSIBILITY**	**REPORTING REQUIREMENT**
(continued)	Procedures for enforcement (e.g., Stop Work Orders, Notices of Violation, citations, fines) used to ensure compliance with the Permittee's regulatory requirements for construction sites. This shall include procedures to assure that corrective actions are taken where approved erosion and sedimentation control BMPs and permit conditions are not being met; the method used for tracking the date and type of all follow-up enforcement actions taken based on inspection findings; and procedures for referrals to the appropriate jurisdictional authorities (e.g. applicable MS4 operator, FDEP, or SFWMD).	(continued)	(continued)

STORMWATER MANAGEMENT PROGRAM: **9. c.)** ***Construction Site Runoff - Site Operator Training.***			
PERMITTEE	**ACTIVITY**	**INTERLOCAL RESPONSIBILITY**	**REPORTING REQUIREMENT**
ALL	Implement a training program for stormwater training/outreach for permittee personnel (and contractors employed by or under contract with the Permittee) involved in the site plan review, site operation or inspection of construction site stormwater management, erosion, and sedimentation controls. All Permittee inspectors and site operators (and contractors employed by or under contract with the Permittee) of construction sites shall be certified through the Florida Stormwater, Erosion and Sedimentation Control Inspector Training program, or an equivalent program approved by FDEP. The written SOP shall include the following and be reviewed annually: • A description of the topics; • A description of the personnel and contractors targeted; • The methods and materials to be used; • Identification of the staff / department(s) / entities to perform the training; • Method for documenting (in-house and outside) training activities; and • Annual schedule of training for new and current personnel.	PWESD to provide training based on the staff sent by County & Municipalities	Report the type of training activities, the number of inspectors, site plan reviewers and site operators trained, and the number of private construction site operators trained by the permittee in each Annual Report.

STORMWATER MANAGEMENT PROGRAM: **9. c.)** ***Construction Site Runoff - Site Operator Training.***			
PERMITTEE	**ACTIVITY**	**INTERLOCAL RESPONSIBILITY**	**REPORTING REQUIREMENT**
(continued)	A single SOP may address all the training required as per Parts III.A.7.c, III.A.7.d and III.A.9.c of the Permit. Maintain documentation of the training activities, including the date, type, topic(s) covered, and the names and affiliations of the participants.	(continued)	(continued)

PART V. MONITORING REQUIREMENTS

A. Annual Loadings and Event Mean Concentrations.

PERMITTEE	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
ALL	Each Permittee shall provide estimates of the average annual pollutant loading for the constituents listed in Table V.A.1 for each "major outfall" or "major watershed" within their MS4. The average annual pollutant loading for each major outfall or major watershed shall be estimated using local event mean concentration (EMCs) derived from storm event monitoring or the State's EMCs listed in FDEP's *NPDES Phase I MS4 Permitting Resource Manual* (most current version), and shall take into consideration land uses within the drainage areas associated with the outfall or watershed.	PWESD will calculate loading based on the outfall data provided by Municipalities & County	Report Annually
	Each Permittee shall provide a table of average annual pollutant loadings and EMCs. Each Permittee shall compare the current cycle's average annual pollutant loadings with those from the	PWESD will calculate loading based on the outfall	Year 3 Annual Report

ALL	previous cycle's Year 3 ANNUAL REPORT. In addition, each Permittee shall specify the source of the data used (local storm event monitoring or state EMCs) and methods or models used for the calculations. The model or method must normalize the average annual pollutant loading estimates to reflect variations in annual rainfall. Based on this comparison of average annual pollutant loadings, the Permittees shall indicate whether pollutant loadings are increasing or decreasing for each major outfall or major watershed. Submit average annual pollutant loading information with the Year 3 Annual Report.	data provided by Municipalities & County	

A. Annual Loadings and Event Mean Concentrations.

PERMITTEE	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
ALL	If the total annual pollutant loadings for each parameter in Table V.A.1 have not decreased since the issuance of the previous MS4 permit, each Permittee shall re-evaluate its SWMP and identify and submit revisions to its SWMP, as appropriate, to reduce pollutant loadings, especially to impaired waters, in the Year 4 Annual Report.	County & Municipalities	Year 4 Annual Report

B. <u>Assessment Program.</u>

PERMITTEE	ACTIVITY	INTERLOCAL RESPONSIBILITY	REPORTING REQUIREMENT
ALL	*Assessment Program Objective:* The purpose of the assessment program is to provide information for the Permittee to determine the overall effectiveness of the SWMP in reducing stormwater pollutant loadings from the MS4. The following elements shall be used to develop the assessment program: a. A water quality monitoring plan intended to identify local sources where urban stormwater is adversely affecting surface water resources. b. Pollutant loadings. c. A description of how the data from a. and/or b. above will be used to: (1) evaluate trends in pollutant loadings from the MS4 and in water quality; and (2) identify portions of the MS4 which can be targeted for loading reduction /corrective action with additional pollutant reduction measures. Each Permittee, or Permittees operating under a collaborative assessment program, shall develop and submit an assessment program to FDEP for review and approval within 12 months of permit issuance. Prior to FDEP approval, the Permittee shall continue to implement their previously approved monitoring program. The program shall specify which Permittees are collaborating on which elements in 1.a. through c. above. The monitoring plan shall be prepared in accordance with FDEP's *Guidance for Preparing Stormwater Monitoring Plans as Required for Phase I Municipal Separate Storm Sewer System (MS4) Permits* (most current version).	County & Municipalities on basis of the monitoring data and loading calculation provided by PWESD	Submit an assessment program to the Department for review and approval within 12 months of permit issuance. Each Annual Report shall include the following: Status of water quality monitoring plan implementation. Status may include sampling frequency changes, monitoring location changes, or sampling waiver conditions. Brief discussion of the assessment program results to date which includes a summary of the water quality monitoring data and/or stormwater pollutant loading changes from the reporting year. An analysis of the data discussing changes in water quality and/or stormwater pollutant loading from previous reporting years. NOTE: Analysis must be specific to each Permittee's SWMP.

B. **Requirement for Total Maximum Daily Load (TMDL)**

2. For water bodies with a TMDL and without a BMAP.			
PERMITTEE	**ACTIVITY**	**INTERLOCAL RESPONSIBILITY**	**REPORTING REQUIREMENT**
All discharges to receiving waters with TMDLs and associated allocations	Each Permittee shall develop a list of TMDL water bodies into which its MS4 discharges. If the Permittee discharges into only one TMDL water body, the Permittee shall prioritize that water body. If the Permittee discharges into more than one TMDL water body, each Permittee shall develop a list of factors to rank these water bodies. Each Permittee shall prioritize the water body(ies) that will be addressed within the permit cycle and include a schedule for completing the remaining tasks set forth in Parts VIII.B.2.b through VIII.B.3.a for the prioritized water body(ies) within the current permit cycle. Each Permittee shall prepare a final report that includes the list of ranked water bodies that the MS4 discharges into and factors used, the prioritized TMDL water body(ies), and the associated schedule for completing the remaining tasks for those TMDL water body(ies) that will be addressed within the current permit cycle.	County & Municipalities	The plan shall be submitted to FDEP within six months of the effective date of the Permit.

3. **Discharging into Waters with a Bacteria TMDL that does not have a BMAP**			
PERMITTEE	**ACTIVITY**	**INTERLOCAL RESPONSIBILITY**	**REPORTING REQUIREMENT**
All discharges to receiving waters with Bacteria TMDLs	If the Permittee has prioritized a bacteria TMDL in Part VIII.B.2.a, the Permittee shall develop a Bacterial Pollution Control Plan (BPCP) to identify the sources and activities to reduce bacteria loadings from the MS4 to the Maximum Extent Practicable (MEP).	County & Municipalities	Submit the Bacteria Pollution Control Plan with the Year 3 Annual Report.
	Each Annual Report shall include a table summarizing the status of the TMDL process. The Annual Report also shall include a summary of the estimated load reductions that have occurred for the pollutant(s) of concern being discharged from the MS4 to the TMDL water body during the reporting period and cumulatively since the date the Supplemental SWMP was implemented.		Annually

Exhibit B

Payment Amount and Due Date for Each Party by Period

		Period				
Municipality	**2020 Population**	**Oct 1, 2026 - Sept 30, 2027 (12 months)[1]**	**Oct 1, 2027 - Sept 30, 2028 (12 months)[2]**	**Oct 1, 2028 - Sept 30, 2029 (12 months)[2]**	**Oct 1, 2029 - Sept 30, 2030 (12 months)[2]**	**Oct 1, 2030 - Sept 30, 2031 (12 months)[2]**
		Payment Due by:				
		Nov 30, 2026	**Nov 30, 2027**	**Nov 30, 2028**	**Nov 30, 2029**	**Nov 30, 2030**
Coconut Creek	57,833	$16,531	$16,944	$17,367	$17,802	$18,247
Cooper City	34,401	$10,157	$10,411	$10,671	$10,938	$11,212
Coral Springs	134,394	$37,355	$38,289	$39,246	$40,227	$41,233
Dania Beach	31,723	$9,429	$9,664	$9,906	$10,154	$10,407
Davie	105,691	$29,548	$30,287	$31,044	$31,820	$32,615
Deerfield Beach	86,859	$24,426	$25,036	$25,662	$26,304	$26,961
Hallandale Beach	41,217	$12,011	$12,311	$12,619	$12,935	$13,258
Lauderdale-by-the-Sea	6,198	$2,486	$2,548	$2,612	$2,677	$2,744
Lauderdale Lakes	35,954	$10,579	$10,844	$11,115	$11,393	$11,678
Lauderhill	74,482	$21,059	$21,586	$22,125	$22,678	$23,245
Lighthouse Point	10,486	$3,652	$3,743	$3,837	$3,933	$4,031
Margate	58,712	$16,770	$17,189	$17,619	$18,059	$18,511
Miramar	134,721	$37,444	$38,380	$39,340	$40,323	$41,331
North Lauderdale	44,794	$12,984	$13,309	$13,641	$13,982	$14,332
Oakland Park	44,229	$12,830	$13,151	$13,480	$13,817	$14,162
Parkland	34,670	$10,230	$10,486	$10,748	$11,017	$11,292
Pembroke Park	6,260	$2,503	$2,565	$2,629	$2,695	$2,763
Pembroke Pines	171,178	$47,360	$48,544	$49,758	$51,002	$52,277
Plantation	91,750	$25,756	$26,400	$27,060	$27,736	$28,430
Pompano Beach	112,046	$31,277	$32,058	$32,860	$33,681	$34,523
Southwest Rances	7,607	$2,869	$2,941	$3,014	$3,090	$3,167
Sunrise	97,335	$27,275	$27,957	$28,656	$29,372	$30,107
Tamarac	71,897	$20,356	$20,865	$21,387	$21,921	$22,469
Weston	68,107	$19,325	$19,808	$20,303	$20,811	$21,331
West Park	15,130	$4,915	$5,038	$5,164	$5,293	$5,426
Wilton Manors	11,426	$3,908	$4,006	$4,106	$4,208	$4,314
County	15,462	$5,006	$5,131	$5,259	$5,391	$5,525
Total	**1,604,562**	**$458,041**	**$469,491**	**$481,228**	**$493,259**	**$505,591**

1. Oct 1, 2026 – Sept 30, 2027, cost is based on a fee of $800 per municipality plus $0.272 per capita, based on 2020 Census.
2. Oct 1, 2027 – Sept 30, 2028, cost, and cost each year thereafter, is based on a 2.5% increase from the previous year.

Exhibit C
Parties' Public Records Custodians

FOR COUNTY:

Public Works and Environmental Services Department
Yvel Rocher, P.E., MSCV, Environmental Program Manager
1 N University Drive, Mailbox 201
Plantation, Florida 33324-2038
yrocher@broward.org
954-519-1234

FOR MUNICIPALITIES:

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Joseph Kavanagh, City Clerk
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jkavanagh@coconutcreek.net
954-973-6774

City of Cooper City
Stanley Jacques
11791 Southwest 49 Street
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SJacques@coopercity.gov
954-434-5519, Ext. 109

City of Coral Springs
Georgia Elliot, City Clerk
9500 W Sample Road
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gelliott@coralsprings.gov
954-344-1074

City of Dania Beach
Elora Riera, MMC, City Clerk
100 West Dania Beach Boulevard
Dania Beach, Florida 33004
eriera@daniabeachfl.gov
954-924-6800, Ext. 3623

Town of Davie
Evelyn Roig, Town Clerk
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eroig@davie-fl.gov
954-797-1000

City of Deerfield Beach
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City of Hallandale Beach
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Town of Lauderdale-by-the Sea
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Lauderdale-by-the-Sea, Florida 33308
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City of Lauderdale Lakes
Pavitri Benasrie-Watson, Deputy City Clerk
4300 Northwest 36th Street
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pavitrib@lauderdalelakes.org
954-535-2708

City of Lauderhill
Andrea Anderson, MMC, City Clerk
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Lauderhill, Florida 33313
aanderson@lauderhill-fl.gov
954-730-3010

City of Lighthouse Point
Nicole Davisson, City Clerk
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City of Margate
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City of Miramar
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City of North Lauderdale
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City of Oakland Park
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renees@oaklandparkfl.gov
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City of Parkland
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Amorales@cityofparkland.org
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Town of Pembroke Park
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City of Pembroke Pines
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City of Plantation
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City of Pompano Beach
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Town of Southwest Ranches
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City of Sunrise
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City of Tamarac
Kimberly Dillon, City Clerk
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Kimberly.Dillon@tamarac.gov
954-597-3505

City of Weston
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PBates@westonfl.org
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City of West Park
Olalekan Akinduro, Interim City Clerk
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OAkinduro@cityofwestpark.org
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City of Wilton Manors
Elizabeth Beckford, MMC, City Clerk
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City of Deerfield Beach

150 NE 2nd Ave
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33441
954-480-4200

Face Sheet

File Number: I.D. 2026-216

Agenda Date: 5/19/2026

Status: CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2026/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the issuance of a purchase order to A.C. Shultes of Florida, Inc. for a submersible motor, installation of a pump assembly, and repair and structural rehabilitation services for Well No. 22 at the Water Treatment Plant in an amount not to exceed $216,637.00, inclusive of a $50,000.00 city contingency to address unforeseen conditions and necessary adjustments during the rehabilitation project; approving the purchase in accordance with Section 38-116(3)(D)(2) of the City's Procurement Code for non-declared emergency acquisitions; providing for severability and an effective date. *(Funds from 401-360-36002-0000-506031 - Improvements Other than Buildings)*

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: $216,637.00
Account Name: Improvement Other than Buildings
Account Number: 401-360-36002-0000-506031

Background/History

The City's water supply system relies on production wells completed within the Biscayne Aquifer to provide raw water to the Water Treatment Plant. Raw Water Well No. 22 is currently out of service due to a mechanical failure associated with the pump and motor assembly. The well is part of the City's West Wellfield, which represents one of the primary raw water sources supplying the City's potable water system. Due to the age and operational demands placed on the system, the City has experienced increasing maintenance needs within portions of the Wellfield infrastructure. The failure of Well No. 22 has reduced available production capacity and operational redundancy within the water system, making timely repairs critical to maintaining system reliability and resiliency. Staff has coordinated with qualified vendors and specialty contractors to evaluate the condition of Raw Water Well No. 22 and determine the required corrective actions.

These wells are part of the West Wells cluster, which consists of six wells with a combined design capacity of approximately 720 million gallons per month (MGM) and a South Florida Water Management District (SFWMD) allocation of 360 MGM. With Wells No. 17 and No. 22 out of service, the remaining available design capacity within the West Wellfield is reduced to approximately 480 MGM, significantly limiting operational flexibility and system redundancy.

The WTP also relies on the East Well cluster; however, these wells are smaller, with an SFWMD allocation of only 102 MGM, of which approximately 90 MGM is already being utilized. Additionally, due to hydraulic and treatment constraints, water from the East Well cluster cannot be used in the nanofiltration process, which represents the plant's largest production capacity at approximately 11 MGD. While the WTP's average monthly raw water withdrawal is approximately 340 MGM and remains within current available capacity, peak demand conditions must be considered, as instantaneous production requirements routinely exceed average rates. The loss of an additional well, particularly within the West Wellfield, would further reduce system redundancy and significantly impact the plant's ability to reliably meet potable water demand.

In accordance with Section 38-116(3)(d) of the City of Deerfield Beach Code of Ordinances, this condition qualifies as a non-declared emergency procurement, as the failure of multiple raw water wells poses an immediate risk to the continuity of essential water service. Given the urgency of restoring capacity and maintaining system reliability, standard competitive procurement procedures are not practical.

Current Activity

Staff has coordinated with qualified vendors and specialty contractors to evaluate the condition of Raw Water Well No. 22 and determine the required corrective actions. Based on the evaluation, the work includes the purchase and installation of a new motor, repair and structural rehabilitation of the well, associated mobilization and testing, and contingency allowances.

Recognizing the critical importance of maintaining a reliable raw water supply, the Department has initiated procurement of spare pumps and motors for both the West and East Well clusters under the FY26 budget. However, standard procurement timelines have delayed the issuance of purchase orders, and current manufacturer lead times for new pump equipment are estimated between 16 and 20 weeks.

These actions are necessary to expedite restoration efforts, reduce risk to system reliability, and maintain the City's ability to meet both average and peak water demands, allowing the Department to proceed without delay, restore critical system capacity, and maintain reliable water service to the community.

Due to the critical nature of the well and the need to restore production capacity as quickly as possible, staff is proceeding under emergency procurement provisions in accordance with Section 38-116(3)(d) of the City Code.

Recommendation

It is recommended that the City Commission approve the issuance of a purchase order to A.C. Shultes of Florida, Inc. for the purchase and installation of a new motor, associated mobilization, testing, and well rehabilitation for the repair and structural rehabilitation of Well #22, in an amount of $166,637.00, plus a contingency allowance in the amount of $50,000 to address unforeseen conditions or necessary adjustments during the rehabilitation project.

RESOLUTION NO. 2026/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE ISSUANCE OF A PURCHASE ORDER TO A.C. SHULTES OF FLORIDA, INC. FOR A SUBMERSIBLE MOTOR, INSTALLATION OF A PUMP ASSEMBLY, AND REPAIR AND STRUCTURAL REHABILITATION SERVICES FOR WELL NO. 22 AT THE WATER TREATMENT PLANT IN AN AMOUNT NOT TO EXCEED $216,637.00, INCLUSIVE OF A $50,000.00 CITY CONTINGENCY TO ADDRESS UNFORSEEN CONDITIONS AND NECESSARY ADJUSTMENTS DURING THE REHABILITATION PROJECT; APPROVING THE PURCHASE IN ACCORDANCE WITH SECTION 38-116(3)(D)(2) OF THE CITY'S PROCUREMENT CODE FOR NON-DECLARED EMERGENCY ACQUISITIONS; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, the City's Water Treatment Plant (the "Plant") includes West and East Well Clusters, and the West Well Cluster contains six wells with a design capacity of 720 million gallons per month ("MGM") and a South Florida Water Management District allocation of 360 MGM; and

WHEREAS, the City's water supply system relies on production wells within the Biscayne Aquifer to provide raw water to the Plant; and

WHEREAS, Raw Water Well 22 ("Well No. 22") is a part of the City's West Wellfield and is currently out of service due to a mechanical failure associated with the pump and motor assembly, and the West Wellfield represents the primary raw water source supplying the City's potable water system; and

WHEREAS, due to the age and operational demands of the system, the City has experienced increasing maintenance needs within portions of the wellfield infrastructure, and the failure of Well No. 22 has reduced available production capacity and operational redundancy within the water system, making timely repairs critical to maintaining system reliability and resiliency; and

WHEREAS, the Department of Environmental Services has determined that immediate expedited actions are necessary to restore the functionality of Well No. 22, which will reduce the risk to the system's reliability and assist the City's ability to maintain and meet both average and peak water demands; and

WHEREAS, the current manufacturer lead times for obtaining the required submersible pump and motor assembly to rehabilitate Well No. 22 (the "Equipment") is estimated to be between 16 to 20 weeks; and

WHEREAS, due to the exigent circumstances, the Equipment lead times and the immediate need to ensure Well 22 is operational and properly functioning, there is a critical need to obtain the proper Equipment and services as soon as possible, and staff considers the deficiencies of Well No. 22 as a non-declared emergency; and

WHEREAS, Section 38-116(3)(d)(2)(ii) of the City's Procurement Code addresses non-declared emergencies under which the City Commission may, by a majority vote, enter into contracts without utilizing a sealed competitive method or written quotations method without limitation on the contract amount, and the City shall employ sound purchasing practices including requests for quotations and proposals, whenever prudent and practicable as determined by the City Commission; and

WHEREAS, in order to avoid prolonging more time for Well No. 22 to be fully restored and operational, including for redundancy, it is necessary to expedite a purchase order to ensure timely completion of the rehabilitation of the well to continue to provide reliable water service to the community; and

WHEREAS, City staff has obtained quotes from A.C. Shultes of Florida, Inc. ("A.C. Shultes") for the purchase and installation of the Equipment along with repair and structural rehabilitation services for Well No. 22, which includes mechanical and chemical cleaning and associated mobilization and testing of Well No. 22, (collectively the "Services") in the total aggregate amount of $166,637.00; and

WHEREAS, City staff has determined that this Project should include a contingency amount of $50,000.00 to address unforeseen conditions or necessary adjustments during the Project; and

WHEREAS, City staff recommends that the City Commission approve the issuance of a purchase order to A.C. Shultes for the purchase of the Equipment and the Services for Well No. 22 in an amount not to exceed $216,637.00, inclusive of a $50,000.00 City contingency to address unforeseen conditions or necessary adjustments during the Project (the "Purchase Order"); and

WHEREAS, the City Commission finds it is in the best interest of the City to approve and authorize the issuance of the Purchase Order to A.C. Shultes in an amount not to exceed $216,637.00, inclusive of a $50,000.00 City contingency, for the Equipment and Services.

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 and authorizes the issuance of the Purchase Order to A.C. Shultes for the Equipment and Services for Well No. 22 in an amount not to exceed $216,637.00, inclusive of a $50,000.00 City contingency to address unforeseen conditions or necessary adjustments during the Project. The City Commission approves the purchase for the rehabilitation of Well No. 22 as a non-declared emergency purchase under Section 38-116(3)(d)(2)(ii) of the City Code.

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

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

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

Memorandum

TO: **Rodney Brimlow, City Manager**

FROM: **Yaroslav Concepcion, Director of Environmental Services**

DATE: **April 15, 2026**

RE: **Declaration of Emergency, Rehabilitation of West Well #22**

Background:

At the Water Treatment Plant (WTP), Biscayne raw water Well #22, with a production capacity contributing to the West Wells cluster, is currently out of service due to a suspected failed electric motor.

A third well (#21) is also underperforming and showing signs of deterioration, indicating the need for maintenance. These wells are part of the "West Wells" cluster, which consists of six wells with a combined design capacity of 720 Million Gallons per Month (MGM) and an allocation of 360 MGM by the South Florida Water Management District (SFWMD). With Well #22 offline, the available capacity and operational redundancy of the West Wells cluster is reduced.

The WTP also relies on the East Well cluster; however, these wells are significantly smaller, with an SFWMD allocation of only 102 MGM, of which approximately 90 MGM is already being withdrawn. Additionally, due to hydraulic and treatment limitations, East Well water cannot be utilized in the nano-filtration process, which is the plant's largest production process (11 MGD).

The WTP's average monthly raw water withdrawal is approximately 340 MGM.

Issue:

The West Wells cluster is the primary raw water source for the WTP. The loss of Well #22 reduces system redundancy and limits the plant's ability to meet demand, particularly given that the nano-filtration process cannot be supplemented by alternative sources.

This condition is further compounded by the declining performance of Well #21, increasing the risk of additional system failures.

While the Department has initiated procurement of spare pumps and motors for both well clusters under the FY26 budget, standard procurement procedures have delayed issuance of purchase orders. Although quotes and a sole-source justification have been obtained, and Xylem pumps have been formally designated as the City standard, the purchase requires additional Commission approval due to cost thresholds. Manufacturer lead times for a new pump are currently estimated at 16–20 weeks.

Under this emergency, staff is requesting approval of an additional $80,000 under Account 401-360-36002-0000-503105 for the repair of the existing pump/motor assembly and overhaul of Well #22.

Request:
Authorization is requested to proceed immediately with the following actions:

- Engage a qualified well contractor to inspect, mechanically and chemically clean, redevelop, and restore Well #22.
- Disassemble Well #22, remove the pump and motor assembly, and send it for evaluation and repair.
- Reinstall an operable pump/motor assembly (repaired, borrowed, or new) and return Well #22 to service.

To expedite restoration of Well #22, three parallel efforts will be undertaken:

1. Evaluate the existing pump for repair.
2. Coordinate with industry partners to locate and temporarily borrow a compatible pump/motor assembly.
3. Proceed with procurement of a new pump and motor assembly, including immediate issuance of a Purchase Order to reduce lead time.

Emergency Procurement Justification
In accordance with Section 38-116 of the City of Deerfield Beach Code of Ordinances, this situation qualifies as an emergency procurement, as the failure of multiple raw water wells poses an immediate risk to the continuity of essential water services.

Due to the urgent nature of this condition, standard competitive procurement procedures are not practicable

Authorization is therefore requested to proceed with emergency procurement of the required services and equipment to restore operational capacity and protect public health, safety, and welfare.

Recommendation:
Approve immediate emergency procurement and contracting, in accordance with the attached scope of work, and authorize issuance of a Purchase Order for the replacement pump based on the attached quote.

Fund account:
Funding is available in FY 2026 under the following accounts:
401-360-36002-0000-506031 – Improvements Other Than Buildings – Water Plant Process Equipment (West Wells Pumps and Motors)

cc: Eric Power, Deputy City Manager
Oleg Gorokhovsky, Chief Financial Officer
Josef Farbiarz, City Engineer

A. C. Schultes of Florida, Inc.
11865 US Highway 41 South
Gibsonton, FL 33534

24 Hour Service
(813) 741-3010
Fax (813) 741-3170

May 1, 2026

City of Deerfield Beach
Attn: Mr. Eddyson Etienne, NIGP-CPPB
401 SW 4th Street
Deerfield Beach, FL 33441

RE: Well 22 New Submersible Motor

Dear Mr. Etienne;

In accordance with your request, A.C. Schultes of Florida, Inc. (ACS) is pleased to present the following proposal based on all the information you have provided:

Scope of Service:

Furnish (1) New 12" 200 HP Hitachi Submersible Motor / 316 Stainless Steel Construction

**200 HP / 3 Phase / 60 Hz / 460 Volt / 1800 RPM*

**Motor leads - 2/0 x 20 ft*

Sensor wires & factory external splice are **NOT included*

Furnish (65') of new 350 MCM submersible wire / flat jacketed (motor leads + 350 MCM wire = 85' total)

Couple the new Hitachi motor to the existing pump assembly at Well 22 / reuse existing coupling & key

Install the pump assembly with new motor & splice the 350 MCM wire

**ACS will feed the wire through the well head, but our work will stop there; All other electrical work is excluded*

Total Estimated Cost:	**$**	**98,367.00**

Bid Clarifications:

Deerfield Beach ("DB") shall provide legal & safe access to site

Existing pump is a Goulds/Xylem and it is anticipated to be reused / inspection & refurbishment is not included

The installation of the pump is included in the quote for the rehabilitation of Well 22, this quote includes the motor, wire & splicing

Lead time after receipt of Purchase Order is estimated at 10 - 12 weeks

Included is the standard 1-year Hitachi warranty

All other services, except noted above, are excluded

This quote is valid for 30 days

Sincerely,

Gregory Schultes

Gregory Schultes

HITACHI

D40

Date : 9/30/20
Supersedes: 9/ 1/91

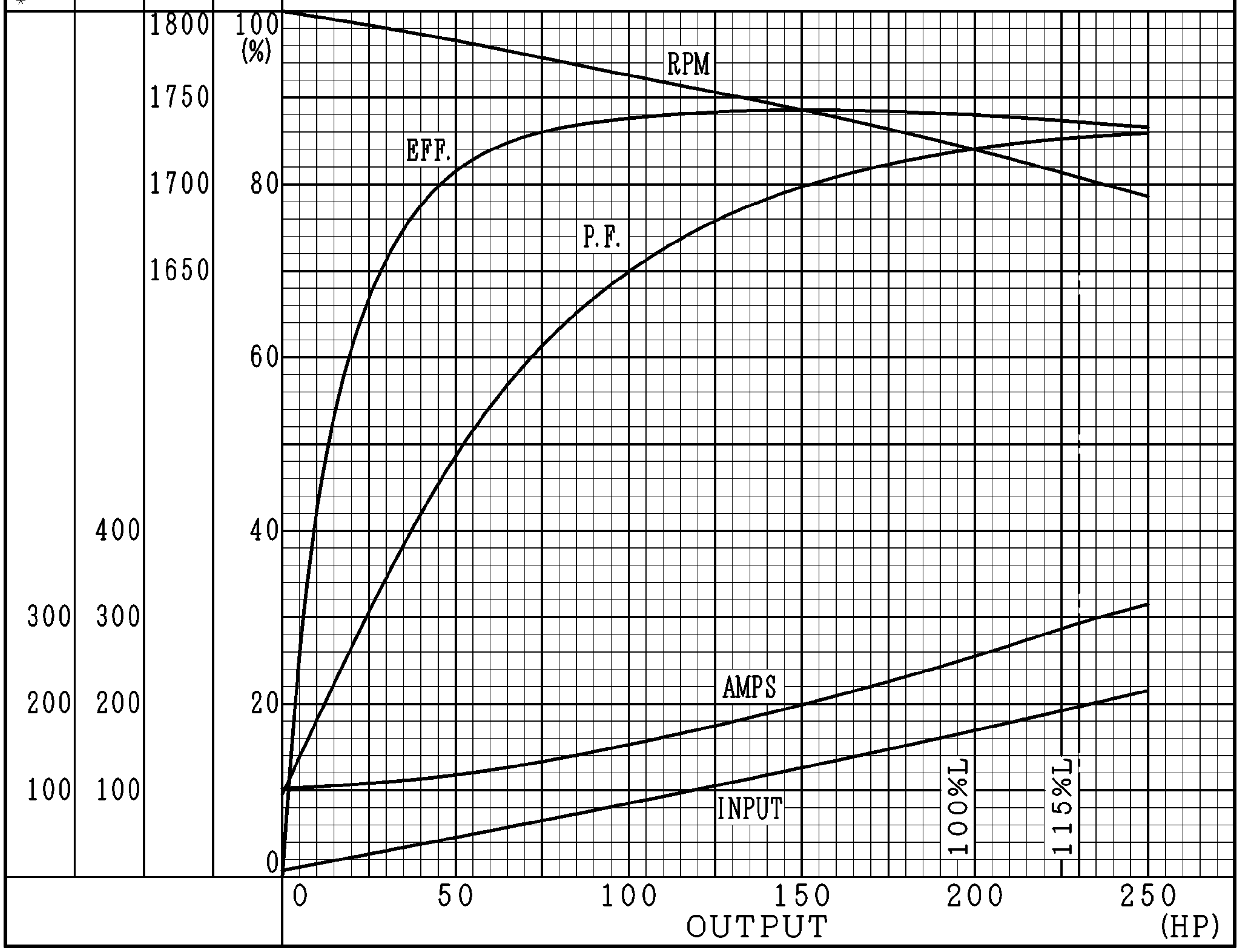
12″ SUBMERSIBLE MOTOR PERFORMANCE CHARACTERISTICS

200HP
1800RPM

WATER TIGHT Type 200 HP 1800 RPM

3 Phase 460 Volt 60 Cycle

1.15 S.F. 25℃ (77° F) Max.Amb.Water 10000 lbs Thrust Load



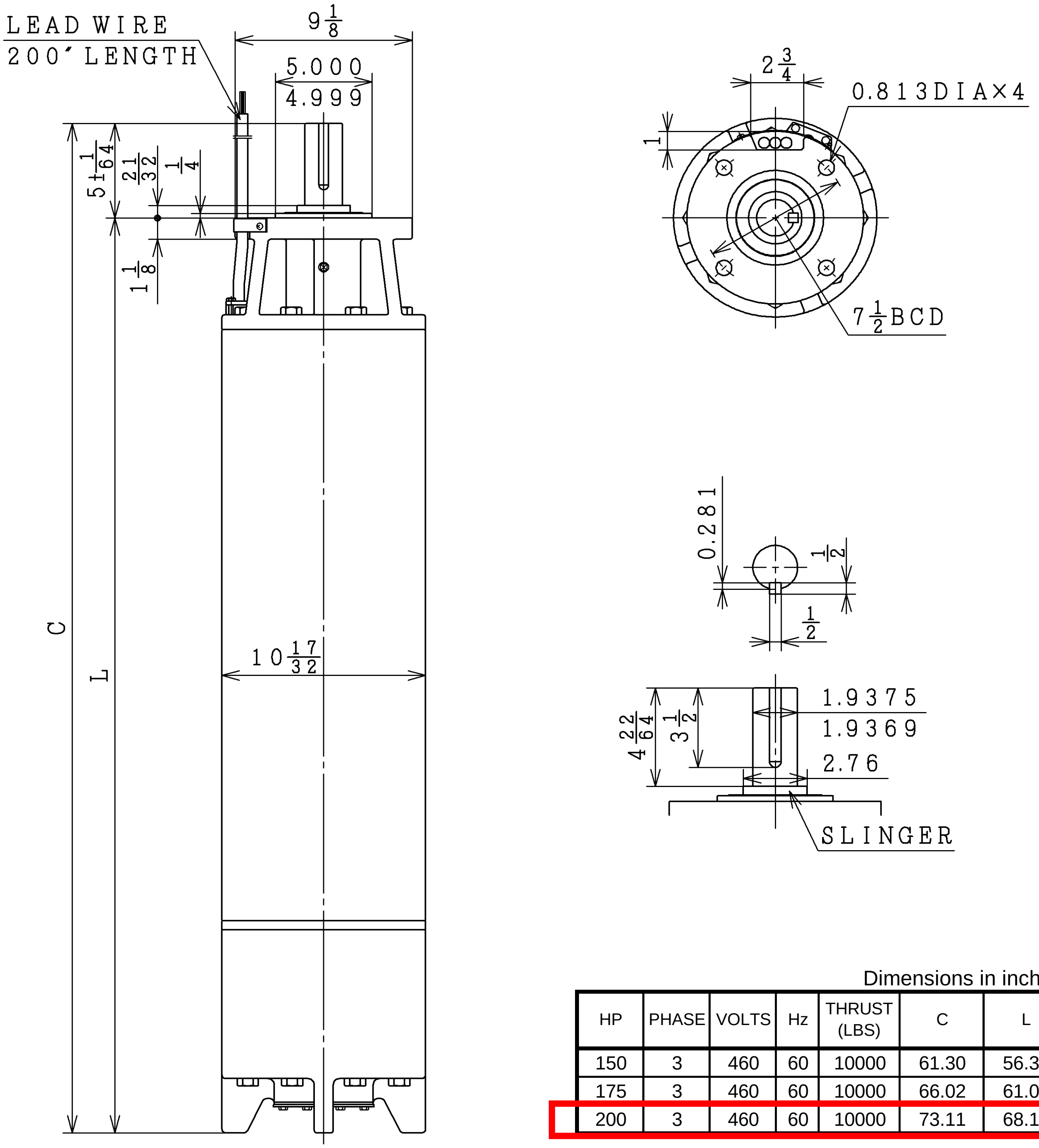
LOAD (HP)	No load (–)	25% (50)	50% (100)	75% (150)	100% (200)	115% (230)	125% (250)
AMPS	102	118	153	199	255	293	315
EFF.	0	81.5	87.6	88.6	88.0	87.2	86.6
P.F.	9.6	48.6	69.9	79.7	84.1	85.4	85.9
RPM	1800	1783	1763	1743	1720	1704	1693
*WATTS	7800	45770	85160	126300	169500	196800	215400

Full Load Torque 607 Foot Pounds
Break Down Torque 2221 Foot Pounds
Locked Rotor Torque 1410 Foot Pounds
Locked Rotor Current 2180 Amperes
KVA Code K

*Additional input watts due to thrust load - see page C6. Power factor correction capacitor - see page C8.
Quick trip O.L.+short circuit protection required in each phase.
Performance is typical, not guaranteed, at specified voltages.

4 POLE HITACHI SUBMERSIBLE MOTORS DIMENSIONS

12″MOTOR



Dimensions in inches

HP	PHASE	VOLTS	Hz	THRUST (LBS)	C	L
150	3	460	60	10000	61.30	56.30
175	3	460	60	10000	66.02	61.02
200	3	460	60	10000	73.11	68.11

HITACHI

A. C. Schultes of Florida, Inc.
11865 US Highway 41 South
Gibsonton, FL 33534

24 Hour Service
(813) 741-3010
Fax (813) 741-3170

May 12, 2026

City of Deerfield Beach
Attn: Mr. Eddyson Etienne, NIGP-CPPB
401 SW 4th Street
Deerfield Beach, FL 33441

RE: Well #22 Rehabilitation

Dear Mr. Etienne;

In accordance with your request, A.C. Schultes of Florida, Inc. (ACS) is pleased to present the following proposal based on all the information you have provided:

Scope of Service:

Mobilize to ***Well 22*** *& remove the pump assembly from the well / flush clean water down the well*

Conduct static video log (24" casing & screen - total depth is 177 ft)

**Obtain initial tag depth of gravel / Deerfield to provide information on gravel*

Install 24" poly brush & scrub from surface to total depth / Conduct intermittent air lifting (up to 8 hrs)

**ACS will pour a chlorine solution from the surface intermittently while brushing*

**Discharge shall be to a settlement tank at the well site, then water will gravity flow to surface*

Remove brush, install 2" tubing to the top of the first screen section

Inject 40 gallons of Glycolic Acid (70%) at the top, middle & bottom of the screen (total 120 gallons)

**Screened section = 85' - 177'*

**Add 20 gallons of glycolic acid from top of well / Allow glycolic acid to remain undisturbed overnight*

Remove tubing, install jetting tool & set up discharge to settlement tank

Jet the screened sections of the well (up to 4 hours) / remove jetting tool

Tag gravel & add gravel if requested by Deerfield Beach

**The size & amount of gravel is currently unknown*

Install 24" poly brush & scrub from surface to total depth / Conduct intermittent air lifting

Remove brush, install Owner's pump assembly & conduct pump development (up to 4 hours)

Inject chlorine solution & allow the well to remain undisturbed overnight

**Deerfield Beach will pump off the chlorine, collect water samples & analyze*

Clean up site & demobilize

SEE ATTACHED SCHEDULE OF VALUES

Clarifications:

Deerfield Beach ("DB") shall provide legal & safe access to well sites

DB to provide water source near well

ACS is not responsbile for water quality & sand production before & after rehabilitation

Rehabilitation may or may not improve each well's specific capacity; ACS cannot provide a guarantee

Discharge shall be to land surface within 100' of the wells

ACS will use soda ash to neutralize any acidic water prior to surface discharge

DB is responsbile for providing all information related to the well gravel if additional gravel is needed

ACS is assuming there is adequate access to the annular space for gravel installation (if gravel is needed)

Work shall be scheduled upon receipt of a purchase order / Currently estimated at 5 - 7 weeks after receipt

ACS anticipates it will take 9 to 11 days to complete the rehab on one well / Work shall be M-F daytime only

If any parts or material is needed for the pump assemblies, well heads, discharge lines, etc. it shall be quoted separately

MOT is not included

Invoicing will be based on work performed per the SOV attached / DB asked to include an allowance

Use of the Allowance funds shall be authorized by DB in writing only

If additional work is requested, it shall be an additional cost that will require written approval prior to performing the work

All other services & materials, except noted above, are excluded

This quote is valid for 45 days

Sincerely,

Gregory Schultes

Gregory Schultes

WELL 22

	Description	Units	Unit	Unit Price	Total
1	Mobilization / Demobilization	1	LS	$ 20,000.00	$ 20,000.00
2	Remove pump assembly	1	EA	$ 5,000.00	$ 5,000.00
3	Conduct static video log	1	EA	$ 3,950.00	$ 3,950.00
4	Brush screen & casing with airlifting (pre acid & post acid)	16	Hrs	$ 400.00	$ 6,400.00
5	Prepare for acid & inject acid into well	1	LS	$ 5,500.00	$ 5,500.00
6	Glycolic Acid (70%)	140	Gal	$ 28.00	$ 3,920.00
7	Prepare & install jetting tool	1	LS	$ 5,750.00	$ 5,750.00
8	Jet screened areas	4	Hrs	$ 600.00	$ 2,400.00
9	Prepare & install gravel	1	Day	$ 2,500.00	$ 2,500.00
10	Gravel (50 lb bags)	50	Bag	$ 25.00	$ 1,250.00
11	Install Owners pump assembly	1	LS	$ 6,000.00	$ 6,000.00
12	Conduct pump development	4	Hrs	$ 400.00	$ 1,600.00
13	Chlorinate well	1	LS	$ 4,000.00	$ 4,000.00
				ESTIMATED TOTAL	**$ 68,270.00**
				ALLOWANCE	**$ 50,000.00**

SPECIFICATION AND REQUIREMENTS

Rehabilitation services and improvement procedures for Well No. 22

A. Scope of Work

- City of Deerfield Beach (DFB) Environmental Services / Water Plant is seeking a Vendor to furnish all labor, parts, material, equipment, services and incidentals necessary for the improvements and rehabilitation services of Well No. 22.
- The purpose of this SOW is to clean and redevelop potable water supply Well No. 22 to restore capacity, improve water quality, and remove accumulated biological growth, mineral scale, and fine sediments from the well screen and formation. In addition, the contractor will be responsible for removing, inspecting, and completing any necessary repairs on the existing pump in Well No. 22.
- Scope/Item specification and requirements. The following rehabilitation services and improvement procedures to be furnished:

  - ✓ Contractor shall remove the wellhead and pump assembly for Well No. 22 and complete all associated work necessary to facilitate rehabilitation activities.
  - ✓ As directed by plant staff, the removal of the pump/motor assembly at Well No. 22 may be prioritized to expedite its evaluation for repair.
  - ✓ Remove the check valve at the discharge end of the pump and replace it with a pipe segment of adequate diameter and length based on the pump size and well configuration. Include all needed parts and labor to accomplish this.
  - ✓ Install a new check valve of adequate size at the well head. Include all necessary parts and labor.
  - ✓ After the well becomes accessible, perform preliminary downhole video inspection. Discuss conditions found by video inspection with the owner, along with any recommendations related to findings (if any) that may jeopardize the safe and reliable operation of the well.
  - ✓ Mechanically and/or chemically clean the well, including brushing the existing screen and riser.
  - ✓ Install new gravel pack or add gravel as needed based on conditions found. Redevelop the well to remove loosened material Perform post-rehabilitation video inspection.
  - ✓ Disinfect the well following redevelopment. Contractor will be responsible for repeating disinfection until the well passes regulatory testing. Regulatory sampling collection and testing to be performed by plant staff in coordination with the contractor.
  - ✓ Reinstall pumping equipment and appurtenances.
  - ✓ Conduct post-work testing and return the well to service.
  - ✓ Demobilize and restore site.
  - ✓ On performing the scope of work, the CONTRACTOR shall furnish all labor, materials, transportation, tools, supplies, equipment and necessary appurtenances to rehabilitate the production wells to the satisfaction of the

owner.

- ✓ Work hours Monday through Friday from 7:00 AM until 5:00 PM.
- ✓ Contractor is responsible for obtaining any regulatory permits as applicable and required for this type of work.

B. Safety

- The contractor bears full responsibility for site and work safety, in strict compliance with all applicable health and safety laws, regulations, and site-specific policies.

C. Approved Materials

- Approved well cleaning chemicals (acid or biofouling agents)
- NSF-approved disinfectant (chlorine)
- Neutralizing agents
- Sample bottles and chain-of-custody forms

D. Environmental Controls

- Prevent chemical discharge to storm drains
- Collect and properly dispose of purge water
- Neutralize chemical effluent prior to disposal
- Comply with local and state environmental regulations

E. ADDITIONS/DELETIONS OF ITEMS

- The City reserves the right to add work to this Contract. Additions may result from, but are not limited to, additional needs as identified by video inspection. Vendor shall provide the City with a proposed price for additional work. If the price offered is not acceptable to the City, the City reserves the right to procure the necessary items to restore the well to service from other sources.
- Any proposed item additions offered shall satisfy all criteria specified in the bid documents and the terms of the Contract.
- The City reserves the right to delete items from this contract in the best interest of the City. No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased under the contract.

F. DAMAGE/IRREGULAR ITEMS

- Products supplied by Vendor shall be new, no irregular, seconds, refurbished, or damaged merchandise will be accepted. Incorrectly 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.

G. INSPECTION/ACCEPTANCE

- Measure and record:
    - Static and pumping water levels
    - Pumping rate
    - Turbidity
- Coordinate with the City for collection bacteriological and water quality. Regulatory collection and testing to be performed by City Staff.
- Well is acceptable when:
    - Water quality meets regulatory standards
    - Sand content results of <1 Silt Density Index Value at full flow.
    - Sustainable yield restored

H. DELIVERY

- Delivery of both wells in operation shall be made within five (10) calendar days of issuance of a NTP per well. Vendors who cannot meet these delivery requirements may be considered non-responsive.

I. WARRANTY

- All parts and materials used in this work shall have the regular Manufacturer's standard guarantee and warrant against defects in material and workmanship. Warranty shall be inclusive of all parts and labor.
- In the event of a breakdown or failure of the equipment during the warranty period and upon receipt of notice (written or verbal) from the end user, Vendor shall take satisfactory action to effect repair or replacement of affected parts within forty-eight (48) hours.
- Vendor shall be responsible for all costs associated with pick-up of the equipment, delivery to the warranty service facility for warranty work, and costs for return of the equipment.
- The factory warranty start date becomes effective on the date of receipt by the owner and shall continue for one year.
- All warranties shall be honored by the Vendor as a representative of the manufacturer.
- All replacements shall be at no cost to the City.
- Warranty of all labor for one year.

J. Proposal

- Shall be itemized (no lump sum) per well as follows:

    - Mobilization/Demobilization
    - Disassembling
    - Video Inspections (pre and post)
    - Mechanical and/or Chemical cleaning
    - Gravel
    - Redeveloping of the Well

- Disinfection
- Modifications to check valve
- Reinstall mechanical equipment and associated appurtenances

K. INVOICING PAYMENT

- Vendor shall not be paid for work completed that was not requested by the City.
- Payment will only be made after work is completed to the satisfaction of the owner, accepted, and properly invoiced.
- All invoices shall be legible and must include all the following as applicable to this work:

  a. City of Deerfield Beach Purchase Order Number
  b. Vendor Contract/Sales Manager Name
  c. Date of Service
  d. Ship Date
  e. Contract Line-Item Number
  f. Unit Model Number
  g. Product Title
  h. Product Detail Description
  i. Quantity
  j. Price

L. TECHNICAL SPECIFICATIONS FOR WELLS

Table 1. West Wellfield Biscayne Aquifer Supply Wells

Well No.	**17**	**18**	**19**	**21**	**22**	**23**
Date of Construction	2000[a]	2000[a]	1979	2000[a]	2010[b]	2010[b]
Total Well Depth (ft bls)	155	157	101	138	177	195
Production Casing Type	316L SS	316L SS		316L SS	PVC	PVC/Fiberglass
Production Casing Diameter (in)	14	14	20	14	24	24
Production Casing Depth (ft bls)	47.5–68 90–110 132–138	53.5–74 95–112	75	49.5–64	85	90
Screen Diameter (in)	14	14	--	14	24	24
Screen Type and Slot Size	316L, 55-slot	316L, 50-slot	--	316L, 55-slot	316L, 60-slot	316L, 60-slot
Total Screen Length (ft)	50	59	--	69	92	100
Screened Interval (ft bls)	68–90 110–132 138–151	74–95 112–150	--	64–133	85–177	90–190
Open Borehole Interval (ft bls)	--	--	75–101	--	--	--
Top of Gravel Pack (ft bls)	58	65	--	55		
Pump Capacity (gpm)[c]	2,800	2,800	2,800	2,800	2,800	2,800
Operational Rate						
Pump Intake Depth (ft bls)[c]	48	45	40	45	40	45
Pump Type[c]	submersible	submersible	submersible	submersible	submersible	submersible
Supply to Water Plant	Lime/NF	Lime/NF	Lime/NF	Lime/NF	Lime/NF	Lime/NF
Specific Capacity (gpm/ft) at Construction[d]	353	231	538		100	

[a] Construction details obtained from CDM Construction Report (2000)

[b] Construction details obtained from Drillers Well Completion Report (2010)

[c] Construction details obtained from SFWMD

[d] Construction details and specific capacity obtained from Gee & Jenson Well Completion Report (1980)

Notes:

Total Biscayne Aquifer Allocation = 11.91 mgd (06-00082-W SFWMD Water Use Permit, May 14, 2009)

M. INSURANCE

City of Deerfield Beach

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

Face Sheet
File Number: I.D. 2026-214

Agenda Date: 5/19/2026

Status: CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

In Control: City Commission

Title
Resolution 2026/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the submission of a Love Your Block Grant application to the Bloomberg Center for Public Innovation at John Hopkins University for a grant in the amount of $70,000.00 for a civic engagement program with city residents; authorizing execution of a grant agreement and other applicable documents, if the grant is awarded to the City; and providing for an effective date.

Recommended Action
Commission to vote on Resolution

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

Fiscal Impact
Costs: $70,000 (Grant funds sought)
Account Name: BCPI JHU Love Your Block Grant
Account Number: 182-000-520-0000-000-33750-337501

Background/History
Bloomberg Philanthropies established and supported the Love Your Block Program, which has helped hundreds of mayors and municipalities engage residents as a leading voice in public problem-solving since its launch by New York City Mayor Michael R. Bloomberg in 2009. The Love Your Block Grant is a two-year civic engagement program (the “Program") through the Bloomberg Center for Public Innovation at John Hopkins University to equip local governments with the tools to unlock the insights, talent, and energy of their residents. The program is a participatory process that brings city officials and residents together to co-create solutions for neighborhood-specific public problems. Its primary goals are to improve local conditions through visible physical projects and to strengthen the level of trust between community members and their local government.

Current Activity
The Department of Economic Development and the Department of Community Services desire to submit a grant application for this Program for the purpose of addressing specific corridor challenges surrounding SW 10th Street and Dixie Highway within the Central Area neighborhood of the City to be known as the Caboose Community Hub: Turn Up District 2 Block Activation and Clean Streets Project. The grant application will be seeking a grant in the amount of $70,000.00.

Recommendation

Staff is recommending that the City Commission authorize the submission of the grant application to the Bloomberg Center for Public Innovation at John Hopkins University for the City's proposed civic engagement project and authorize the appropriate City officials to execute a grant agreement, if the grant is awarded to the City.

RESOLUTION NO. 2026/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE SUBMISSION OF A LOVE YOUR BLOCK GRANT APPLICATION TO THE BLOOMBERG CENTER FOR PUBLIC INNOVATION AT JOHN HOPKINS UNIVERSITY FOR A GRANT IN THE AMOUNT OF $70,000.00 FOR A CIVIC ENGAGEMENT PROGRAM WITH CITY RESIDENTS; AUTHORIZING EXECUTION OF A GRANT AGREEMENT AND OTHER APPLICABLE DOCUMENTS, IF THE GRANT IS AWARDED TO THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Bloomberg Philanthropies established and supports the Love Your Block Program, which has helped hundreds of mayors and municipalities engage residents as a leading voice in public problem-solving since its launch by former New York City Mayor Michael R. Bloomberg in 2009; and

WHEREAS, the Love Your Block Grant is a two-year civic engagement program (the "Program") through the Bloomberg Center for Public Innovation at John Hopkins University (the "Center") to equip local governments with the tools to unlock the insights, talent, and energy of their residents; and

WHEREAS, the Program brings city leaders and residents together to strengthen neighborhoods "one block at a time" through the transforming of vacant lots into community gardens to removing trash and debris from public rights-of-way; and

WHEREAS, the Program supports cities in engaging with residents to design, develop, and deliver small-scale neighborhood improvement projects that improve the community's quality of life; and

WHEREAS, participants in this Program have found that they were able to strengthen social cohesion among residents, increase civic participation, and build stronger relationships with community members, thereby leading to greater trust in local government; and

WHEREAS, the Department of Economic Development and the Department of Community Services desire to submit a grant application to the Center for this Program for the purpose of addressing specific corridor challenges surrounding SW 10th Street and Dixie Highway within the Central Area neighborhood of the City to be known as the Caboose Community Hub - Turn Up District 2 Block Activation and Clean Streets Project; and

WHEREAS, staff recommends the City Commission approve the submission of a Love Your Block grant application to the Center in the amount of $70,000.00 for the Program (the "Grant"), and to authorize execution of a Grant agreement with the Center for the Program (the "Grant Agreement"), if the Grant is awarded to the City.

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

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

Section 2. The City Commission hereby approves the submission of the Love Your Block Grant Application to the Center in the amount of $70,000.00 for the Program. The City Manager is authorized to sign and submit the Grant Application.

Section 3. If the Grant is awarded to the City, the City Commission hereby authorizes the appropriate City officials to execute a Grant Agreement and other applicable documents with the Center for the Grant, subject to the terms of the Grant Agreement being acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

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

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

PASSED AND ADOPTED THIS _____ DAY OF ___________________, 2026.

____
TODD DROSKY, MAYOR

ATTEST:

____
HEATHER MONTEMAYOR, CITY CLERK

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

City of Deerfield Beach

Face Sheet

File Number: I.D. 2026-162

Agenda Date: 5/19/2026

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 Agreement with Gwendolyn McDonald, Barri McMillon and Jeffrey Copeland, Jr. for the operation and maintenance of a community garden at the property located at 448 NW 1st Terrace and 455 NW 1st Avenue; providing for conflicts and an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

Danny's Garden, a private residential garden, was established in 2014 by the late Danny Copeland as a personal passion project and a means of providing fresh, healthy produce to family and friends. Following his passing, his son, Jeffrey Copeland, continued cultivating the garden and has since expressed a desire to expand the initiative into a community garden to benefit the residents of Deerfield Beach.

Community gardens offer numerous benefits, including promoting improved nutrition and physical activity, fostering community engagement, enhancing neighborhood safety, and contributing to economic vitality. Additionally, they provide valuable environmental benefits that positively impact the broader community.

Pursuant to Resolution No. 2024/203, the City Commission approved an agreement between the City of Deerfield Beach and Gwendolyn McDonald, Bari McMillion, and Jeffrey Copeland for the operation and maintenance of a community garden located at 448 NW 1st Terrace and 455 NW 1st Avenue. Under the terms of the agreement, the City will provide infrastructure and water services to support Danny's Garden, including the initial water hookup, irrigation system, and backflow meters, to be installed at 448 NW 1st Terrace, Deerfield Beach, Florida, at no cost. These water services are designated exclusively for irrigation purposes for Danny's Garden to assist in providing fresh produce to City residents.

Current Activity

The proposed amendment to the agreement will clarify and expand the scope of services and enhancements to better serve the community. Planned improvements include installing hedges to provide privacy screening and enhance the garden's aesthetics, as well as sidewalk improvements to improve accessibility and safety. In addition, the City will provide signage, as designed by the City's Public Affairs Office, and such sign will be purchased by the City.

The amendment will also support ongoing community engagement initiatives, including coordinating an Annual Day of Service to promote volunteerism and community stewardship. The program will also offer opportunities for volunteers from the Braithwaite Center for Active Aging to support activities, strengthen community partnerships, and encourage participant engagement.

The amended agreement will ensure continued access to plants and trees through participation in the City's annual Tree Giveaway events, supporting sustainability and the continued growth and enrichment of the Community Garden.

In addition, the City will assist the Garden Parties in identifying and securing grant funding to directly benefit the Community Garden and sustain its long-term operations.

Recommendation
It is recommended that the City Commission approve and authorize execution of the First Amendment to the Agreement with Gwendolyn McDonald, Barri McMillion, and Jeffery Copeland.

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 AGREEMENT WITH GWENDOLYN MCDONALD, BARRI MCMILLON AND JEFFERY COPELAND, JR. FOR THE OPERATION AND MAINTENANCE OF A COMMUNITY GARDEN AT THE PROPERTY LOCATED AT 448 NW 1ST TERRACE AND 455 NW 1ST AVENUE; PROVIDING FOR CONFLICTS AND AN EFFECTIVE DATE

WHEREAS, on December 17, 2024, the City Commission passed and adopted Resolution No. 2024/203 approving and authorizing the execution of an agreement (the "Agreement") with Gwendolyn McDonald, Bari McMillion, and Jeffrey Copeland, Jr. (collectively, the "Garden Parties") for the operation and maintenance of a community garden at the property located at 448 NW 1st Terrace and 455 NW 1st Avenue ("Danny's Garden"); and

WHEREAS, Danny's Garden is intended to serve the neighboring community by educating the community regarding vegetation, creating volunteer opportunities to promote Danny's Garden and assist in serving the community, and supply the community with the produce from Danny's Garden; and

WHEREAS, the Agreement sets forth the City's and Garden Parties' respective obligations along with terms and conditions relating to the operation and maintenance of Danny's Garden; and

WHEREAS, during the course of operating Danny's Garden, the City and the Garden Parties have determined that additional support and improvements regarding Danny's Garden are required, including hedges in lieu of a fence along the perimeter, sidewalk improvements and signage for Danny's Garden; and

WHEREAS, City staff recommends that the City Commission approve and authorize execution of the First Amendment to the Agreement, attached as Exhibit "1", regarding the operation and maintenance of Danny's Graden.

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

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

<u>Section 2.</u> The City Commission hereby approves the First Amendment to the Agreement with the Garden Parties, attached as Exhibit "1," for the operation and maintenance of Danny's Garden.

<u>Section 3.</u> The City Commission hereby authorizes the City Manager to execute the First Amendment, 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.

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

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

<u>Section 6.</u> This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF __________________, 2026.

CITY OF DEERFIELD BEACH

____
TODD DROSKY, MAYOR

ATTEST:

____
HEATHER MONTEMAYOR, CITY CLERK

FIRST AMENDMENT TO THE AGREEMENT FOR THE OPERATION AND MAINTENANCE OF A COMMUNITY GARDEN

THIS FIRST AMENDMENT (the "Amendment") to the Agreement for the Operation and Maintenance of a Community Garden (the "Agreement"), dated June 3, 2024, is made and entered into this ___ day of _______, 2026, among the City of Deerfield Beach, a municipal corporation of the State of Florida (the "City") and Gwendolyn McDonald ("McDonald"), Barri McMillon ("McMillon") and Jeffrey Copeland, Jr. ("Copeland") (collectively, McDonald, McMillon and Copeland are the "Garden Parties").

RECITALS

WHEREAS, on December 17, 2024, the City Commission adopted Resolution No. 2024/203, approving and authorizing execution of an agreement with the Garden Parties for the operation and maintenance of a community garden at the property located at 448 NW 1st Terrace and 455 NW 1st Avenue ("Danny's Garden"); and

WHEREAS, the Agreement sets forth the City's and the Garden Parties' respective obligations along with terms and conditions relating to the operation and maintenance of Danny's Garden; and

WHEREAS, during the course of operating Danny's Garden, the City and the Garden Parties have determined that additional support and improvements regarding Danny's Garden are required, and desire to amend the Agreement as set forth in this Amendment.

NOW THEREFORE, in consideration of the mutual covenants and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Parties hereby amend the Agreement as follows:

1. The above recitals are true and correct and are hereby incorporated into this Amendment.

2. Paragraph 3 of the Agreement entitled "City Obligations" is hereby amended as follows[1]:

   c. ~~The City shall pay for a six foot chain link fence with locking gate that the Garden Parties shall caused to be installed around the perimeter of Danny's Garden (the "Fence") pursuant to Section 5 below. The Fence, including the design and cost of the Fence, shall be subject to the City's prior written approval prior to installation.~~

   <u>The City agrees to provide the following additional support and improvements to Danny's Garden as set forth below:</u>

[1] Additions to existing Agreement text are shown in <u>underline</u>. Deletions to existing Agreement text are shown in ~~strikethrough.~~

1. Facilitate the removal of the existing tree located within the Danny's Garden as depicted in the attached Exhibit "A-1".
2. Install hedges around the perimeter of Danny's Garden to provide privacy screening and separation of Danny's Garden from adjacent properties. The cost of the installation shall be borne by the City. Once installed, the hedges are considered to be part of the Landscaping and Garden Parties will take ownership and be responsible for all maintenance of the hedges in accordance with Paragraph 5 of the Agreement.
3. Provide and install a bench to be located within Danny's Garden in the location depicted on Exhibit "A-1".
4. Complete sidewalk improvements adjacent to the front yard of the property located at 448 NW 1st Terrace.
5. Coordinate an annual Day of Service, as mutually agreed upon by both the City and the Garden Parties.
6. Provide access to volunteers, including seniors from the Braithwaite Center for Active Aging and community members to assist with activities at the Garden.
7. Provide access to plants and trees through the City's annual tree giveaway and other gardening-related service events, subject to availability. Any plants and trees provided by the City shall be placed within the Garden area and shall be maintained by the Garden Parties.
8. Assist the Garden Parties with identifying and obtaining financial support and assistance through grant funding opportunities to directly benefit the Garden.
9. Provide signage, as designed by the City's Public Affairs Office. The sign shall be purchased and installed by the City and maintained by the Garden Parties.

3. Paragraph 5 of the Agreement entitled "Garden Parties' Obligations" is hereby amended as follows:

   a. The Garden Parties shall be responsible for all aspects of designing, building, operating and maintaining Danny's Garden, with the exception of the City's provision of the Water Services and Landscaping ~~and payment for the Fence~~ as provided herein. The Garden Parties are responsible for obtaining any and all applicable permits and shall be responsible for paying all related permit fees, if any.

   b. Upon successful installation of the ~~Fence,~~ Landscaping, and water infrastructure referenced in Section 2, MacDonald shall take ownership of the ~~Fence,~~ Landscaping, and Water Infrastructure and the Garden Parties shall be responsible for maintaining the ~~Fence~~ Bench, Landscaping, and backflow prevention device and preventing damage and alterations to the Water Infrastructure and providing for the City's annual inspection of the Water Infrastructure.

* **

d. ~~The Garden Parties shall cause the installation of a six foot pvc fence around the perimeter of Danny's Garden with a gate that is locked when Danny's Garden is not open. The Garden Parties shall ensure that the gate remains locked when Danny' s Garden is closed per the hours of operation set forth in this Agreement.~~ The Garden Parties may accept voluntary donations from patrons and benefactors to support Danny's Garden. Any donations are between the Garden Parties and the patrons/benefactors, and the City shall not be a party to nor liable for the acceptance or utilization of such donations or any claims related to such donations. The Garden Parties shall not utilize the City's name nor represent that the City endorses and/or is promoting donations to the Garden Parties.

4. Exhibit "A" of the Agreement is hereby replaced with the attached Exhibit "A-1".

5. Exhibit "B" of the Agreement is hereby replaced with the attached Exhibit "B-1".

6. All terms and conditions of the Agreement shall remain in full force in effect, except as otherwise specifically amended as set forth in this Amendment.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

FIRST AMENDMENT TO THE AGREEMENT FOR THE OPERATION AND MAINTENANCE OF A COMMUNITY GARDEN

IN WITNESS WHEREOF, the parties hereto have made and executed this First Amendment on the date first written above:

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

Attest:

By: ______________________________
Rodney Brimlow, City Manager

____
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

FIRST AMENDMENT TO THE AGREEMENT FOR THE OPERATION AND MAINTENANCE OF A COMMUNITY GARDEN

GARDEN PARTIES

Witnesses:

____
Signature

Print Name: ________________

____
Signature

Print Name: ________________

By: _________________________
Signature

Print Name: _________________

By: _________________________
Signature

Print Name: ________________

By: _________________________
Signature

Print Name: ________________

DRAFT

EXHIBIT A-1
DANNY'S GARDEN

DRAFT

EXHIBIT A

PRIVACY HEDGE
WATER METER
GRAVEL SWALE
PROPOSED SIDEWALK
GRASS SWALE
NW 1st TERRACE
DANNY'S COMMUNITY GARDEN SIGN
EMPTY LOT
MISC. GARDEN AREA
CHURCH PARKING LOT
SCALE: 1" = 20'
0 10' 20' 40' 60'
N
SYMBOLS
EXISTING PALM
PROPOSED PALM
EXISTING TREE
PROPOSED TREE
PROPOSED SMALL TREE
PRIVACY HEDGE
LEGEND
1 ENTRANCE/EXIT
2 ACCESSIBLE GARDEN
3 KITCHEN PLOTS
4 LEAFY GARDEN PLOTS
5 POND/WATER GARDEN
6 EMPTY LOT
8 HERB GARDEN
9 POTTING BENCH
10 WASHING STATIONS
11 POLLINATOR GARDEN
12 RAISED BEDS
13 BENCHES
14 DANNY'S COMMUNITY GARDEN SIGN
CONCEPTUAL PLAN,
DANNY'S COMMUNITY GARDEN

EXHIBIT B-1
WATER SERVICE INFRASTRUCTURE AND LANDSCAPING

Danny's Community Garden Estimated Budget Projections

Item Description	Quantity	Cost	Total	
Benches - City Bench	1	$ 1,800.00	$ 1,800.00	
Outdoor Washing Station	1	$ 250.00	$ 250.00	
Outdoor Signage	1	$ 500.00	$ 500.00	
Starter trees (April 2026)	3	$ 25.00	$ 75.00	
Compost Earth Machine	2	$ 60.00	$ 120.00	
Annual Tree and Plant	6	$ 25.00	$ 150.00	
Removal of Existing Tree (Apprx. 2024)	1	$ 4,000.00	$ 4,000.00	
Irrigation Meter & Backflow, Hose bib	1	$ 2,600.00	$ 2,600.00	
Water Usage estimate - 20,000 gal/month*	20000	-	$ 98.36	*Low volume stake emitters
Hedges LF around entire perimeter	360	$ 12.00	$ 4,320.00	
			$ 13,913.36	

FY26 rates
$4.73 per 1000 gal for 1st 12k
$5.20 per 1000 gal over 12K

*This is an estimate of the cost. Actual cost may differ.

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

City of Deerfield Beach

Face Sheet
File Number: I.D. 2026-223

Agenda Date: 5/19/2026

Status: CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

In Control: City Commission

Title
Resolution 2026/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving and authorizing execution of the Reinstatement and First Amendment to the Agreement with Broward County to provide funding and administration of HOME Program Funds for the Homebuyer Purchase Assistance Program for fiscal year 2024 - 2025; providing for conflicts and an effective date.

Recommended Action
Commission to vote on Resolution

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

Background/History
The City of Deerfield Beach entered into a HOME Consortium Cooperation Agreement to join the Broward County HOME Investment Partnerships Program and designates the County as the HOME Consortium's representative member or lead entity to carry out the objective of the HOME Program on behalf of all the Broward HOME Consortium's members.

As the lead entity, the County is the recipient of HOME funds from the U.S. Department of Housing and Urban Development (HUD) for all members of the Broward County HOME Consortium, and the County is responsible for allocating a portion of the funds to the City pursuant to the County's Consolidated Plan.

Current Activity
On December 10, 2024, the Broward County Board of County Commission authorized HOME funding in the amount of $103,713 to fund the City's Homebuyer/Purchase Assistance Program based upon the terms and conditions of an Interlocal Agreement. Pursuant to Resolution No. 2025/059, the City executed the Interlocal Agreement to receive the funding to implement the program. The program benefits very low- and low-income residents with purchasing a home in Deerfield Beach. Funding will provide a direct subsidy of up to $70,000 to qualified homeowners based on the area's median income for Fort Lauderdale/Broward County as established by HUD. The program is critical to the success of the community as it provides a mechanism to remove barriers to attaining decent, sustainable housing.

The Interlocal Agreement (the "Agreement") expired on April 1, 2026, and City staff submitted a request to Broward County to reinstate and extend the Agreement to April 1, 2027, and Broward County agreed. In order to facilitate the extension, Broward County requires that the attached Reinstatement and First Amendment to the Agreement be executed, and the Project Timeline will be replaced to reflect the new timelines for the Project.

Recommendation
It is recommended that the City Commission approve and authorize execution of the reinstatement and first amendment to the Agreement between the City and Broward County for FY 2024 - 2025 HOME Homebuyer/Purchase Assistance Program funding for $103,713.

RESOLUTION NO. 2026/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING AND AUTHORIZING EXECUTION OF THE REINSTATEMENT AND FIRST AMENDMENT TO THE AGREEMENT WITH BROWARD COUNTY TO PROVIDE FUNDING AND ADMINISTRATION OF HOME PROGRAM FUNDS FOR THE HOMEBUYER PURCHASE ASSISTANCE PROGRAM FOR FISCAL YEAR 2024-2025; PROVIDING FOR CONFLICTS AND AN EFFECTIVE DATE

WHEREAS, the City of Deerfield Beach (the "City") and Broward County (the "County") entered into a Home Consortium Cooperation Agreement for the Broward County HOME Investment Partnerships Program Consortium (the "HOME Consortium"), and designated the County as the HOME Consortium representative member or lead entity to carry out the objectives of the HOME Program on behalf of the HOME Consortium members; and

WHEREAS, the County, as the lead entity, has received HOME Program funding from the Department of Housing and Urban Development ("HUD") on behalf of all Broward HOME Consortium members, including the City; and

WHEREAS, the County receives the HOME funding allocation pursuant to the County's consolidated plan and the County included the City's Homebuyer Assistance Program (the "Program") with a funding allocation of $103,713.00 for FY 2024/2025; and

WHEREAS, on December 10, 2024, the Broward County Board of County Commissioners authorized HOME funding in the amount of $103,713.00 to the fund the City's Program; and

WHEREAS, on April 22, 2025, the City Commission adopted Resolution No. 2025/059, authorizing execution of the Interlocal Agreement with the County for Funding and Administration of HOME Program funds for the Homebuyer Purchase Assistance Program for Fiscal Year 2024-2025 (the "Agreement"); and

WHEREAS, the Agreement expired on April 1, 2026, the City requested that the Agreement be reinstated and extended to April 1, 2027, and the County has agreed; and

WHEREAS, the City and County desire to reinstate and amend the Agreement to extend the Agreement to April 1, 2027, and replace the Project Timeline, as set forth in the Reinstatement and First Amendment to the Agreement, attached as Exhibit "1" (the "First Amendment"); and

WHEREAS, City staff recommends that the City Commission approve and authorize execution of the First Amendment, attached as Exhibit "1".

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

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

Section 2. The City Commission hereby approves the First Amendment, attached as Exhibit "1," to extend the Agreement to April 1, 2027, and replace the Project Timeline.

Section 3. The Mayor and City Manager are hereby authorized to execute the First Amendment, 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. All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 6. The 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

REINSTATEMENT AND FIRST AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF DEERFIELD BEACH PROVIDING FOR FUNDING AND ADMINISTRATION OF HOME PROGRAM FUNDS FOR HOMEBUYER PURCHASE ASSISTANCE PROGRAM FOR FISCAL YEAR 2024-2025
(CFDA # 14.239 / FAIN # M24-DC-120201)

This Reinstatement and First Amendment ("Amendment") is entered into between Broward County, a political subdivision of the State of Florida ("County"), and City of Deerfield Beach, a municipal corporation of the State of Florida ("City") (each a "Party" and collectively referred to as the "Parties").

RECITALS

A. At its December 10, 2024 meeting (Agenda Item No. 46), the Broward County Board of County Commissioners authorized HOME Investment Partnership Act ("HOME") funding to City.

B. The Parties entered into the Agreement between Broward County and City of Deerfield Beach Providing for Funding and Administration of HOME Program funds for Homebuyer Purchase Assistance Program for Fiscal Year 2024-2025 (CFDA # 14.223 / FAIN # M24-DC-120201), dated May 15, 2025 (the "Original Agreement"), to provide funding to City for the implementation of a Homebuyer Purchase Assistance Program for Income-Eligible Households in City.

C. The Original Agreement expired on April 1, 2026, and City has requested, and County has agreed, that it be reinstated and that its term be extended to April 1, 2027.

D. The Parties now desire to reinstate the Agreement and amend it to extend its term.

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

1. The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this Amendment shall retain the meaning ascribed to such terms in the Agreement.

2. Except as modified herein, all remaining terms and conditions of the Agreement shall remain in full force and effect.

3. The Agreement is reinstated effective April 2, 2026.

4. The first sentence of Article 10 of the Agreement is amended as follows (amendments are indicated herein by use of strikethroughs to indicate deletions and bold/underlining to indicate additions):

> This Agreement begins retroactively on October 1, 2024 ("Effective Date") and continues through ~~April 1, 2026~~ **<u>April 1, 2027</u>** ("Initial Term") unless otherwise terminated or extended as provided in this Agreement.

5. Exhibit C to the Agreement, Project Timeline, is hereby deleted and replaced in its entirety with Exhibit C attached hereto and incorporated herein.

6. In the event of any conflict or ambiguity between this Amendment and the Agreement, the Parties agree that this Amendment shall control. The Agreement, as amended herein by this Amendment, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter hereof that are not contained in the Agreement as amended in this Amendment. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

7. Preparation of this Amendment has been a joint effort of the Parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than any other.

8. City acknowledges that through the date this Amendment is executed by City, City has no claims or disputes against County with respect to any of the matters covered by the Agreement.

9. The effective date of this Amendment shall be the date of complete execution by the Parties.

10. This Amendment may be executed in multiple originals or in counterparts, whether signed physically or electronically; each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same agreement.

(The remainder of this page is blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Amendment: Broward County through its Board of County Commissioners, signing by and through its County Administrator, authorized to execute same by Board action on the 10th day of December, 2024 (Agenda Item No. 46), and City of Deerfield Beach, signing by and through its Mayor or Vice-Mayor, duly authorized to execute same.

<u>COUNTY</u>

BROWARD COUNTY, by and through
its County Administrator

By: ____________________________
Monica Cepero

____ 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____________________________
Karina D. Rodrigues (Date)
Assistant County Attorney

By____________________________
Annika E. Ashton (Date)
Deputy County Attorney

KDR/sr
Reinstatement and First Amendment Deerfield Beach FY24-25 PA
04/13/26
#1225356v1

REINSTATEMENT AND FIRST AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF DEERFIELD BEACH PROVIDING FOR FUNDING AND ADMINISTRATION OF HOME PROGRAM FUNDS FOR HOMEBUYER PURCHASE ASSISTANCE PROGRAM FOR FISCAL YEAR 2024-2025 (CFDA # 14.239 / FAIN # M24-DC-120201)

CITY

CITY OF DEERFIELD BEACH

ATTEST:

By:____________________________
CITY MAYOR

____
CITY CLERK

____
Print Name

_____ day of __________, 20___

I HEREBY CERTIFY that I have approved this Agreement as to form and legal sufficiency subject to execution by the parties:

____
City Attorney

EXHIBIT C

PROJECT TIMELINE

The table below lists the main work tasks required to complete Project objectives before the term of the Agreement expires.

WORK TASKS	PROJECTED YEARLY TOTAL	START-UP	COMPLETION
Ensure commitment of HOME Funds	1	December 01, 2024 (Ongoing)	~~February 28, 2026~~ **February 28, 2027**
Identify and process Income Eligible Households	1	December 1, 2024 (Ongoing)	~~January 01, 2026~~ **January 01, 2027**
Review Bank Package, Income certification, Inspection, etc.	1	December 1, 2024 (Ongoing)	~~February 15, 2026~~ **February 15, 2027**
Preparation and Execution of Homebuyer Agreements with Income Eligible Clients(Encumber funds)	1	January 1, 2025 (Ongoing)	~~February 28, 2026~~ **February 28, 2027**
Closings/ Clients Assisted	1	February 1, 2025 (Ongoing)	~~March 15, 2026~~ **March 15, 2027**
Expend the HOME Funds allocated to the Project	1	December 01, 2024 (Ongoing)	~~March 31, 2026~~ **March 31, 2027**
Provide Quarterly Progress Reports to County	6	October 1, 2024	~~March 31, 2026~~ **March 31, 2027**
Final Invoice to County	1	September 30, 2025 (Ongoing)	~~March 31, 2026*~~ **March 31, 2027*** *(all funds must be expended on or prior to this date)
Provide Final Report to County with Final Beneficiary Data	1	March 1, 2026	~~March 31, 2026~~ **March 31, 2027**

City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2026-234

Agenda Date: 5/19/2026

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 Contract #JZ026-06-2027 with the Areawide Council on Aging of Broward County, Inc. for the Alzheimer's Disease Initiative Program in an amount not to exceed $463,819.00; providing for implementation and an effective date. *(Funds from Account #100-000-640-0000-000-33469-334699 - ADI-State Grant)*

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: $463,819
Account Name: ADI - State Grant
Account Number: 100-000-640-0000-000-33469-334699-

Background/History

The City of Deerfield Beach Braithwaite Center for Active Aging/Northeast Focal Point Senior Center and the Areawide Council on Aging of Broward County, Inc./Area Agency on Aging have been working together in collaboration for over 45 years to provide supportive services for the senior population in the City.

The Alzheimer's Disease Initiative (ADI) Program assists persons living with Alzheimer's Disease and other forms of dementia to live as independently as possible with support to family members and caregivers.

Current Activity

This agreement provides funding in the amount not to exceed $463,819 for the ADI Program. This program will offer in-facility respite care for individuals affected by Alzheimer's disease and similar memory-related disorders, incorporating dementia-specific therapeutic activities, including but not limited to physical, cognitive, and social activities appropriate for the clients.

Additionally, it provides supportive services to families, including case management, transportation, education and training, caregiver support training, and the purchase of limited specialized medical supplies for participants in the program.

Recommendation

It is recommended that the City Commission approve and authorize execution of Amendment II to Agreement #JZ026-06-2027 with the Areawide Council on Aging of Broward County, Inc., in the amount not to exceed $463,819 for the ADI program.

RESOLUTION NO. 2026/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING AND AUTHORIZING EXECUTION OF CONTRACT #JZ026-06-2027 WITH THE AREAWIDE COUNCIL ON AGING OF BROWARD COUNTY, INC. FOR THE ALZHEIMER'S DISEASE INITIATIVE PROGRAM IN AN AMOUNT NOT TO EXCEED $463,819.00; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, the City of Deerfield Beach (the "City") desires to contract with the Areawide Council on Aging of Broward County, Inc. (the "Council") for the provision of the Alzheimer's Disease Initiative Program (the " ADI Program") at the City's Braithwaite Center for Active Aging for a one-year period pursuant to Contract #JZ026-06-2027, attached as Exhibit (the "ADI Contract"), and consistent with the Master Contract #JM023-06-2025 (the "Master Contract"); and

WHEREAS, the Master Contract sets forth the general terms and conditions applicable to separate agreements between the Council and the City such as the ADI Contract; and

WHEREAS, pursuant to the ADI Contract, the ADI Program will provide assistance to individuals who are living with Alzheimer's disease and other forms of dementia to as live independently as possible with support to family members and caregivers; and

WHEREAS, the ADI Program will offer in-facility respite care for individuals affected by Alzheimer's disease and similar memory-related disorders, incorporating dementia-specific therapeutic activities, including but not limited to, physical, cognitive, and social activities appropriate for the clients; and

WHEREAS, the ADI Program will also provide supportive services to families, including case management, transportation, education and training, caregiver support training, and the purchase of limited specialized medical supplies for participants in the ADI Program; and

WHEREAS, the ADI Contract with the Council is for one-year term effective July 1, 2026 through June 30, 2027 in an amount not to exceed $463,819.00 to the City for the ADI Program; and

WHEREAS, the City Commission believes it is in the best interest of the City to approve and authorize execution of the ADI Contract with the Council.

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 ADI Contract with the Council, attached as Exhibit "A," for the ADI Program in an amount not to exceed $463,819.00.

Section 3. The City Manager is hereby authorized to execute the ADI Contract with the Council, attached as Exhibit "A," together with such non-substantial changes as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4. The appropriate City officials are authorized to 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

ALZHEIMER'S DISEASE INITIATIVE PROGRAM

THIS CONTRACT is entered into between the Areawide Council on Aging of Broward County, Inc., hereinafter referred to as the "Council", and **City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging**, hereinafter referred to as the "Contractor", and collectively referred to as the "Parties." This Contract is subject to all provisions contained in the Master Contract executed between the Council and the Contractor, and its successor, as revised or renewed from time to time, incorporated herein by reference.

WITNESSETH THAT:
WHEREAS, the Council has determined that it is in need of certain services as described herein; and
WHEREAS, the Contractor has demonstrated that it has the requisite expertise and ability to faithfully perform such services as an independent Contractor of the Council.
NOW THEREFORE, in consideration of the services to be performed and payments to be made, together with the mutual covenants and conditions hereinafter set forth, the Parties agree as follows:

1. **Purpose of Contract:**
   The purpose of this Contract is to provide services in accordance with the terms and conditions specified in this Contract including all attachments, forms, exhibits and references incorporated, which constitute the contract document.

2. **Incorporation of Documents within the Contract:**
   This Contract will incorporate attachments, proposal(s), area plan(s), grant agreements, relevant Department of Elder Affairs handbooks, manuals, or desk books and Master Contract, as an integral part of the Contract, except to the extent that the Contract explicitly provides contrary. In the event of conflict in language among any of the documents referenced above, the specific provisions and requirements of the Contract document(s) shall prevail over inconsistent provisions in the proposal(s) or other general materials not specific to this Contract document and identified attachments.

3. **Term of Contract:**
   This Contract when executed will have an effective date of July 1, 2026. It will end at midnight, Eastern Standard time on June 30, 2027.

4. **Contract Amount:**
   The Council agrees to pay for contracted services according to the terms and conditions of this Contract in an amount not to exceed **$463,819.00**, subject to the availability of funds. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this Contract.

5. **Background Screening**
   The Contractor shall ensure that the requirements of Section 430.0402 and Chapter 435, F.S., as amended, are met regarding background screening for all persons who meet the definition of a direct service provider and who are not exempt from the State of Florida, Department of Elder Affairs' level 2 background screening pursuant to Section 430.0402(2)-(3), F.S. The Contractor must also comply with any applicable rules promulgated by the State of Florida, Department of Elder Affairs and the Agency for Health Care Administration regarding implementation of Section 430.0402 and Chapter 435, F.S.

   To demonstrate compliance with this provision, Contractor shall submit Background Screening Attestation of Compliance, ATTACHMENT IX of this Contract, annually, by January 5. Further information concerning the procedures for background screening is found at https://elderaffairs.org/about-us/background-screening/

6. Nondiscrimination-Civil Rights Compliance

6.1 The Contractor shall execute assurances as stated in the Assurances-Non-Construction Programs, ATTACHMENT VII of this Contract, that it will not discriminate against any person in the provision of services or benefits under this Contract or in employment because of age, race, religion, color, disability, national origin, marital status or sex in compliance with state and federal law and regulations. The Contractor further assures that all contractors, subcontractors, subgrantees, or others with whom it arranges to provide services or benefits in connection with any of its programs and activities are not discriminating against clients or employees because of age, race, religion, color, disability, national origin, marital status or sex.

6.2 During the term of this Contract, the Contractor shall complete and retain on file a timely, complete, and accurate Civil Rights Compliance Checklist, ATTACHMENT VIII of this Contract.

6.3 The Contractor shall establish procedures pursuant to federal law to handle complaints of discrimination involving services or benefits through this Contract. These procedures will include notifying clients, employees, and participants of the right to file a complaint with the appropriate federal or state entity.

6.4 If this Contract contains federal funds, these assurances are a condition of continued receipt of or benefit from federal financial assistance, and are binding upon the Contractor, its successors, transferees, and assignees for the period during which such assistance is provided. The Contractor further assures that all subcontractors, vendors, or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the above statutes, regulations, guidelines, and standards. In the event of failure to comply, the Contractor understands that the Council may, at its discretion, seek a court order requiring compliance with the terms of this assurance or seek other appropriate judicial or administrative relief, including but not limited to, termination of and denial of further assistance.

7. Provision of Services:
The Contractor shall provide services in the manner described in the Statement of Work, ATTACHMENT I of this Contract.

8. Official Payee and Representatives (Names, Addresses, and Telephone Numbers):

a.	The Contractor name, as shown on page 1 of this Contract, and mailing address of the official payee to whom the payment will be made is:	City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging 325 NW 2nd Avenue Deerfield Beach, FL 33441
b.	The name of the contact person and street address where financial and administrative records are maintained is:	Jonathan Salas, Director of Community Services City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging 325 NW 2nd Avenue Deerfield Beach, FL 33441

c.	The name, address, and telephone number of the representative of the Contractor responsible for the administration of the program under this Contract is:	Jonathan Salas, Director of Community Services City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging 325 NW 2nd Avenue Deerfield Beach, FL 33441 954-480-4449
d.	The section and location within the Council where the Request for Payment and Receipt and Expenditure forms are to be mailed or e-mailed is:	Areawide Council on Aging of Broward County, Inc. 5300 Hiatus Road, Sunrise, FL 33351 fiscal@adrcbroward.org
e.	The name, address, and telephone number of the Program Specialist for the Council for this Contract is:	Ingrid Schenk Areawide Council on Aging of Broward County, Inc. 5300 Hiatus Road, Sunrise, FL 33351 (954) 745-9567
Upon change of representatives (names, addresses, telephone numbers) by either party, notice will be provided in writing to the other party and the notification attached to the originals of this Contract.		

9. All Terms and Conditions Include:

This Contract and its ATTACHMENTS I-IX, any exhibits referenced in said attachments, together with any documents incorporated by reference, contain all the terms and conditions agreed upon by the Parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations or agreements, either written or verbal between the Parties. By signing this Contract, the Parties agree that they have read and agree to the entire Contract.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS THEREOF, the parties hereto have caused this 41 page Contract to be executed by their undersigned officials as duly authorized.

CONTRACTOR: **City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging**	**Areawide Council on Aging of Broward County, Inc.**
BOARD PRESIDENT OR AUTHORIZED DESIGNEE	
SIGNED BY:	SIGNED BY:
NAME:	NAME:
TITLE:	TITLE:
DATE:	DATE:

FEDERAL ID NUMBER: 59-6000305
FISCAL YEAR-END DATE: September 30
DUNS: 086-382-090

ATTACHMENT I

STATEMENT OF WORK
ALZHEIMER'S DISEASE INITIATIVE PROGRAM

SECTION I: SERVICES TO BE PROVIDED

A. DEFINITIONS OF TERMS AND ACRONYMS

1. **Contract Acronyms**
Alzheimer's Disease (AD)
Alzheimer's Disease Initiative (ADI)
Activities of Daily Living (ADLs)
Assessed Priority Consumer List (APCL)
Adult Protective Services (APS)
Enterprise Client Information and Registration Tracking System (eCIRTS)
Community Care for Disabled Adults (CCDA)
Code of Federal Regulations (CFR)
Corrective Action Plan (CAP)
Dementia Care & Cure Initiative (DCCI)
Department of Elder Affairs (DOEA)
Florida Administrative Code (F.A.C)
Florida Statutes (F.S.)
Home Care for Disabled Adults (HCDA)
Instrumental Activities of Daily Living (IADLs)
Memory Disorder Clinic (MDC)
Notice of Instruction (NOI)
Planning and Service Area (PSA)
Service Provider Application (SPA)
Summary of Programs and Services (SOPS)
United States Code (U.S.C.)

2. **Program Specific Terms**

Department of Elder Affairs Programs and Services Handbook (DOEA Handbook). An official document of DOEA. The DOEA Handbook includes program policies, procedures, and standards applicable to agencies which are recipients of DOEA-funded programs, and providers of program-funded services. An annual update is provided through a NOI.

Functional Assessment: A comprehensive, systematic, and multidimensional review of a person's ability to remain living independently in the least restrictive living arrangement.

NOI: DOEA's established method to communicate to the Contractor and subcontractor the requirements to perform specific tasks or activities in a particular manner. NOIs are located on the DOEA website.

Program Highlights: Success stories, quotes, testimonials, or human-interest vignettes that are used in the Summary of Programs and Services (SOPS) to demonstrate how programs and services help elders, families, and caregivers.

Proviso: Language used in a general appropriations bill to qualify or restrict the way in which a specific appropriation is to be expended.

Service Provider Application (SPA): A plan developed by the Contractor outlining a comprehensive and coordinated service delivery system in its PSA in accordance with the Section 306 of the Older Americans Act (42 U.S.C. Section 3026) and Council instructions. The SPA includes performance measures and unit rates per service offered.

Service Provider Application (SPA) Update: A revision to the SPA wherein the Contractor provides ADI-specific data for the Council to enter into eCIRTS. An update may also include other revisions to the SPA as instructed by the Council.

Summary of Programs and Services (SOPS): A document produced by the DOEA and updated yearly to provide the public and the Legislature with information about programs and services for Florida's elders.

B. GENERAL DESCRIPTION

1. **General Statement**
   The purpose of the ADI is to address the special needs of individuals with AD and other forms of dementia, their families, and caregivers.

2. **Alzheimer's Disease Initiative Program Mission Statement**
   The ADI program assists persons afflicted with AD and other forms of dementia to live as independently as possible with support to family members and caregivers.

3. **Authority**
   The relevant authority governing ADI Program include:
   (1) Sections 430.501 through 430.504, F.S.,
   (2) Rule Chapter 58D-1, F.A.C.; and
   (3) The Catalog of State Financial Assistance (CSFA) Number 65.004 and 65.002.

4. **Scope of Service**
   The Contractor is responsible for the programmatic, fiscal, and operational management of ADI. The program services shall be provided in a manner consistent with the Contractor's current SPA and the current DOEA Handbook, which are hereby incorporated by reference. The Contractor agrees to be bound by all subsequent amendments and revisions to the DOEA Handbook, and the Contractor agrees to accept all such amendments and revisions via a NOI.

5. **Major Program Goals**
   The major goals of the ADI Program is to provide services to meet the needs of caregivers and individuals with AD and other forms of dementia or other related disorders.

C. CLIENTS TO BE SERVED

1. **General Eligibility**
   The ADI Program addresses the special needs of individuals with AD and other forms of dementia or other related disorders and their caregivers.

2. **Client Eligibility**
   Clients eligible to receive services under this Contract must:

a. Be 18 years of age or older and have a diagnosis of AD and other forms of dementia or related disorder, or be suspected of having AD and other forms of dementia or a related disorder; and
b. Not be enrolled in any Medicaid capitated long-term care program.

3. Targeted Groups
Priority for services provided under this Contract shall be given to those eligible persons assessed to be at risk of placement in an institution or as otherwise specified in the authorizing proviso.

4. Client Determination
The Council shall have final authority for the determination of client eligibility.

5. Contract Limits
In no case shall the Contractor be required to incur costs in excess of the contract amount in providing services to clients.

SECTION II: MANNER OF SERVICE PROVISION

A. SERVICE TASKS
In order to achieve the goals of the ADI program, the Contractor shall perform, or ensure that its subcontractors perform, the following tasks:

1. Client Eligibility Determination
The Contractor shall ensure that applicant data is evaluated to determine eligibility. Eligibility to become a client is based on meeting the requirements described in this Statement of Work, ATTACHMENT I, Section I.C.2. of this Contract**.**

2. Assessment and Prioritization of Service Delivery for New Clients
The Contractor shall ensure the following criteria are used, to prioritize new clients for service delivery in the sequence below. It is not the intent of the Council to remove existing clients from services in order to serve new clients being assessed and prioritized for service delivery.

a. Imminent Risk Individuals: Individuals in the community whose mental or physical health condition has deteriorated to the degree that self-care is not possible, there is no capable caregiver, and nursing home placement is likely within one (1) month or very likely within three (3) months.
b. Service priority for individuals not included above, regardless of referral source, individuals determined through the DOEA's functional assessment administered to each applicant to the extent funding is available. The Contractor shall ensure that first priority is given to applicants at a higher levels of frailty and risk of nursing home placement.

3. Program Services
The Contractor shall ensure the provision of program services is consistent with the Contractor's current SPA, as updated and approved by the Council, and the current DOEA Handbook.

4. Task Limits
The Contractor shall not perform any tasks related to the project other than those described in this Contract without the express written consent of the Council.

B. Use of Subcontractors

If this Contract involves the use of a subcontractor or third party, then the Contractor shall not delay the implementation of its contract with the subcontractor. If any circumstances occur that may result in a delay for a period of sixty (60) days or more of the initiation of the subcontract or in the performance of the subcontractor, the Contractor shall notify the Council's Program Specialist and the Council's Finance Director in writing of such delay.

The Contractor shall not permit a subcontractor to perform services related to this Contract without having a binding subcontractor contract executed. In accordance with Paragraph 25 of the Master Contract, the Council will not be responsible or liable for any obligations or claims resulting from such action.

1. Copies of Subcontracts

The Contractor shall submit a copy of all subcontracts to the Council's Program Specialist within thirty (30) days of the subcontract being executed.

2. Monitoring the Performance of Subcontractors

The Contractor shall perform at least one monitoring per year of each subcontractor, subrecipient, vendor, and/or consultant paid from funds provided under this Contract. The Contractor shall perform fiscal, administrative and programmatic monitoring of each subcontractor to ensure contractual compliance, fiscal accountability, programmatic performance, and compliance with applicable state and federal laws and regulations. The Contractor shall monitor to ensure that time schedules are met, the budget and scope of work is accomplished within the specified time periods and other performance goals stated in this Contract are achieved.

3. Copies of Subcontractor Monitoring Reports

The Contractor shall forward a copy of all subcontractor monitoring reports to the Council's Contract manager within thirty (30) days of the report being issued to the subcontractors, subrecipients, vendors, and/or consultants.

C. Staffing Requirements

1. Staffing Levels

The Contractor shall dedicate its own staff necessary to meet the obligations of this Contract and ensure that subcontractors dedicate adequate staff accordingly.

2. Professional Qualifications

The Contractor shall ensure that the staff responsible for performing any duties or functions within this Contract have the qualifications as specified in the DOEA Handbook.

3. Service Times

The Contractor shall ensure the availability of the services listed in this Contract are appropriate to meet client service needs, at a minimum, during normal business hours, or as otherwise specified in proviso. Normal business hours are defined as Monday through Friday, 8:00 a.m. to 5:00 p.m. local time.

D. Service Location and Equipment

1. Service Delivery Location

Services will be provided as needed in location determined by the Contractor to best meet clients' immediate needs.

2. **Changes in Location**
The Contractor shall notify the Council in writing a minimum of two weeks prior to making changes in location that will affect the Council's ability to contact the Contractor by telephone or facsimile.

3. **Equipment**
Contractor shall be responsible for supplying, at its own expense, all equipment necessary for its performance under this Contract including, but not limited to, computers, telephones, copiers, fax machines, maintenance and office supplies.

E. DELIVERABLES

The following section provides the specific quantifiable units of deliverables and source documentation required to evidence the completion of the task specified in this Contract.

1. **Delivery of Service to Eligible Clients**
The Contractor shall ensure the availability of a continuum of services to addressing the diverse needs of individuals with AD and their caregivers. The Contractor shall ensure performance and reporting of the services per the Contractor's current approved Service Provider Application (SPA), the current DOEA Handbook, proviso language and the Statement of Work, ATTACHMENT I, Section II.A. of this Contract. Documentation of service delivery must include a report consisting of the following:
a. Number of clients served;
b. Number of service units provided by service; and
c. Rate per service unit with calculations that equal the total invoice amount.

2. **Services and Units of Services**
The Contractor shall ensure the provision of the services described in this Contract are performed in accordance with the current DOEA Handbook and the service tasks described in the Statement of Work, ATTACHMENT I, Section II.A. of this Contract. Units of service will be paid pursuant to the rate established in the SPA as updated, as shown in the Budget Summary, ATTACHMENT IV of this Contract, as approved by the Council.

3. **Administrative Responsibilities**
The Contractor shall provide management and oversight of ADI Program operations in accordance with the current DOEA Handbook and the approved Contractor's Service Provider Application. Management and oversight of ADI Program operations include the following:

a. Developing a competitive solicitation process for allocation of ADI funds, including appeal procedures for handling disputes involving the subcontractors;

b. Developing a Service Provider Application and updating it annually, at a minimum, as directed by the Council;

c. Establishing vendor agreements at the PSA level, when applicable for ADI services according to manuals, rules, and agreement procedures of DOEA Handbook and/or NOI;

d. Providing technical assistance and training to subcontractors and vendors to ensure provision of quality services;

e. Monitoring and evaluating subcontractors and vendors for fiscal, administrative, and programmatic compliance;

f. Appropriately and timely submitting payments to subcontractors;

g. Arranging in-service training for staff and/or subcontractors at least annually;

h. Establishing procedures for handling client complaints and ensuring that subcontractors develop and implement complaint procedures to process and resolve client dissatisfaction with services. Complaint procedures shall address the quality and timeliness of services, subcontractor and direct service worker complaints, and any other issues related to complaints (other than termination, suspension or reduction in services) that require the grievance process as described in Appendix D of the current DOEA Handbook. The complaint procedures shall include notification to all clients of the complaint procedure and include tracking the date, nature of complaint, and the determination of each complaint;

i. Ensuring compliance with eCIRTS regulations;

j. Monitoring performance objective achievements in accordance with targets set by the Council and/or DOEA; and

k. Conducting annual client satisfaction surveys to evaluate and improve service delivery.

F. REPORTS

The Contractor shall respond within ten (10) business days or within deadlines established by the Council, to the Council's request for routine and/or special requests for information and ad hoc reports. The Contractor must establish due dates for any subcontractors that permit the Contractor to meet the Council's and/or the DOEA's reporting requirements.

1. Service Provider Application (SPA) Update and All Revisions Thereto

The Contractor is required to submit the SPA and an annual update, wherein the Council enters ADI specific data, into the Enterprise Client Information and Registration Tracking System (eCIRTS). The Contractor may also be required to submit revisions to the SPA as instructed by the Council.

2. Enterprise Client Information and Registration Tracking System (eCIRTS)

The Contractor shall ensure timely input of ADI specific data into the eCIRTS. To ensure eCIRTS data accuracy, the Contractor shall use eCIRTS generated reports, which include the following:

a. Client Reports

b. Monitoring Reports

c. Services Reports

d. Miscellaneous Reports

e. Fiscal Reports

f. Outcome Measurement Reports

3. Service Costs Reports

The Contractor is required to submit to the Council a semi-annual and annual service cost reports, which reflect actual costs of providing each service by program. This report provides information for planning and negotiating unit rates. The semi-annual service cost report encompassing the six months ending 12/31/2026 is due on February 12, 2027. The annual service cost report encompassing the twelve months ending 6/30/2027 is due on August 13, 2027, which will be forwarded to DOEA.

4. **Surplus/Deficit Report**
The Contractor will submit a consolidated surplus/deficit report in a format provided by the Council to the Council's Program Specialist by the 5th business day of each month. This report is for all agreements and/or contracts between the Contractor and the Council. The report will include the following:

   a. A list of all services and their current status regarding surplus or deficit;

   b. The Contractor's detailed plan on how the surplus or deficit spending exceeding the threshold of plus or minus one percent (+/- 1%) will be resolved;

   c. Recommendations to transfer funds to resolve surplus/deficit spending;

   d. Input from the Contractor's Board of Directors, or governing body, on resolution of spending issues, if applicable

5. **Program Highlights**
The Contractor shall submit brief written narratives to the Council for publication in the Program Highlight sections of the DOEA's Summary of Programs and Services (SOPS), which is hereby incorporated by reference, to include any subsequent revisions thereof. The narratives shall reference specific events that have occurred since the last submission of Program Highlight narratives, including new success stories, quotes, testimonials, or human-interest vignettes. The narratives shall be written for a general audience, with no acronyms or technical terms. For all agencies or organizations that are referenced in the narratives, the Contractor shall provide a brief description of their mission or role. The active tense shall be consistently used in the narratives to identify the specific individuals or entities that performed the activities described in the narratives. The Contractor shall review and edit narratives for clarity, readability, relevance, specificity, human interest, and grammar prior to submitting them to the Council.

G. RECORDS AND DOCUMENTATION

1. **Requests for Payment**
The Contractor will maintain documentation to support payment requests that shall be available to the Council or authorized individuals upon request. Such documentation will be provided upon request to the Council or the Department of Financial Services.

2. **eCIRTS Address Validation**
The Contractor shall work with the Council to ensure that client addresses are correct in eCIRTS for disaster preparedness efforts. At least annually, and more frequently as needed, the Council will provide direction on how to validate eCIRTS addresses to ensure they can be mapped. The Contractor will receive a list of unmatched addresses that cannot be mapped, and the Contractor will be responsible for correcting the address and send a list to the Council with confirmed

addresses. The Council will use this information to update maps, client rosters, and unmatched addresses and disseminate this information.

3. **eCIRTS Data and Maintenance**
The Contractor shall ensure the collection and maintenance of client and service information on a monthly basis from the Enterprise Client Information and Registration Tracking System (eCIRTS) or any such system designated by the Council. Maintenance includes valid exports and backups of all data and systems according to Council standards.

4. **Data Integrity and Back up Procedures**
The Contractor and subcontractors, among other requirements, must anticipate and prepare for the loss of information processing capabilities. The routine backing up of all data and software is required to recover from losses or outages of the computer system. Data and software essential to the continued operation of Contractor functions must be backed up. The security controls over the backup resources will be as stringent as the protection required of the primary resources. A copy of the backed up data be stored in a secure, offsite location.

5. **Policies and Procedures for Records and Documentation**
The Contractor shall maintain written policies and procedures for computer system backup and recovery and shall have the same requirement in its contracts and/or agreements with subcontractors. These policies and procedures will be made available to the Council upon request.

H. PERFORMANCE SPECIFICATIONS

1. **Outcomes and Outputs (Performance Measures)**
The Contractor must:

   a. Ensure the prioritization of clients and provision of services to clients in accordance with the Statement of Work, ATTACHMENT I, Section II.A.1. through Section II.A.4. and Section II.D.1. through Section II.D.3. of this Contract;

   b. Ensure the provision of services described in this Contract are in accordance with the current DOEA Handbook;

   c. Timely and accurately submit to the Council all required documentation and reports described in this Statement of Work, ATTACHMENT I, Sections II.F. of this Contract; and

   d. Timely and accurately, in accordance with the Invoice Report Schedule, ATTACHMENT III of this Contract, submit to the Council Forms 105 & 106, ATTACHMENT V of this Contract, including supporting documentation.

2. **Annual Programmatic Monitoring Report**
The Contractor's performance of the measures in the Statement of Work, ATTACHMENT I, Section II.H.1. of this Contract, will be reviewed and documented in the Council's Annual Programmatic Monitoring Report.

3. **Contract Monitoring**
The Council will review and evaluate the performance of the Contractor under the terms of this Contract. Monitoring will be conducted through direct contact with the Contractor through telephone, in writing, or an on-site visit(s). The primary, secondary, or signatory of this Contract

must be available for any on-site programmatic monitoring visit. The Council's determination of acceptable performance shall be conclusive. The Contractor agrees to cooperate with the Council in monitoring the progress of completion of the service tasks and deliverables. The Council may use, but is not limited to, one or more of the following methods for monitoring:

a. Desk reviews and analytical reviews;

b. Scheduled, unscheduled and follow-up on-site visits;

c. Client visits;

d. Review of independent auditor's reports;

e. Review of third-party documents and/or evaluation;

f. Review of progress reports;

g. Review of customer satisfaction surveys;

h. Agreed-upon procedures review by an external auditor or consultant;

i. Limited-scope reviews; and

j. Other procedures as deemed necessary.

I. Contractor Responsibilities

1. Contractor Accountability

All service tasks and deliverables pursuant to this Contract are solely and exclusively the responsibility of the Contractor and are tasks and deliverables for which, by execution of this Contract, the Contractor agrees to be held accountable.

2. Coordination with Other Providers and/or Entities

Notwithstanding that services for which the Contractor is held accountable involve coordination with other entities in performing the requirements of this Contract, the failure of other entities does not alleviate the Contractor from any accountability for tasks or services that the Contractor is obligated to perform pursuant to this Contract.

J. Council's Responsibilities

1. Council Obligations

The Council may, within its resources, provide technical support and/or assistance to the Contractor to assist the Contractor in meeting the requirements of this Contract. The Council's technical support/assistance or the lack thereof, does not relieve the Contractor from full performance of the contract requirements.

2. Council Determinations

The Council reserves the exclusive right to make certain determinations in the tasks and approaches used to perform tasks required by this Contract. The absence of the Council setting forth a specific reservation of rights does not mean that all other areas of this Contract are subject to mutual agreement.

SECTION III: METHOD OF PAYMENT

A. General Statement of Method of Payment

The method of payment for this Contract is a combination of advances, cost reimbursement, and a unit rate payment for services. The Council will pay the Contractor upon satisfactory completion of the Deliverables, as specified in the Statement of Work, ATTACHMENT I, Section II.D. of this Contract, and in accordance with other terms and conditions of this Contract.

1. **Unit Rate**

   Payment for Unit Rates shall not exceed amounts established in the approved Service Provider Application.

2. **Advance Payment**

   The Contractor may request up to two (2) months of advances at the start of the contract period to cover program administrative and service costs. The payment of an advance will be contingent upon the sufficiency and amount of funds released to the Department of Elder Affairs by the State of Florida ("budget release"). The Contractor will provide the Council's Finance Director documentation justifying the need for an advance and describing how the funds will be distributed. For the first month's advance request, the Contractor shall provide to the Council's Finance Director documentation justifying the need for an advance and describing how the funds will be distributed. If the Contractor is requesting two (2) months of advances, documentation must be provided reflecting the cash needs of the Contractor within the initial two (2) months and should be supported through a cash-flow analysis or other information appropriate to demonstrate the Contractor's financial need for the second month of advances. The Contractor must also describe how the funds will be distributed for the first and second month. The Contractor's requests for advance require the approval of the Council's Finance Director. If sufficient budget is available, the Council will issue approved advance payments after July 1 of the contract year. The schedule for submission of advance requests (when available) is listed in the Invoice Report Schedule ATTACHMENT III of this Contract.

   a. All advance payments retained by the Contractor must be fully expended no later than September 30, 2026. Any portion of advance payments not expended must be recouped on report number 5, due to the Council on October 7, 2026, in accordance with the Invoice Report Schedule, ATTACHMENT III of this Contract.

   b. All advance payments made to the Contractor shall be returned to the Council as follows: one-tenth (1/10) of the advance payment received shall be reported as an advance recoupment on each request for payment, starting with report number five, in accordance with the Invoice Report Schedule, ATTACHMENT III of this Contract.

B. Funding Distribution

The Contractor agrees to distribute funds as detailed in the SPA requested by the Council and the Budget Summary, ATTACHMENT IV of this Contract. The Contractor may request a budget revision by submitting a written request to the Council's Contract Manager. Upon approval, the Council's Finance Director will issue a budget revision letter. An amendment is required to change the total amount of this Contract.

C. Method of Invoice Payment

Payment shall be made upon the Contractor's presentation of an invoice subsequent to the acceptance and approval by the Council of the deliverables shown on the invoice. The form and substance of each invoice submitted by the Contractor shall be as follows:

1. Request payment monthly for the units of service established in the Contractor's approved Service Provider Application, provided in conformance with the requirements as described in the current DOEA Handbook, at the rates established in the Budget Summary, ATTACHMENT IV of this Contract. Any requested changes to the approved budget subsequent to the execution of this Contract must be submitted to the Council's Program Specialist for approval. Any changes to the total contract amount requires a formal contract amendment.

2. All requests for payment and expenditure reports submitted to support requests for payment shall be on Forms 105 and 106, ATTACHMENT V of this Contract. The Contractor will consolidate all requests for payment from subcontractors and expenditure reports that support requests for payment.

D. Payment Withholding

Any payment due by the Council under the terms of this Contract may be withheld pending the receipt and approval by the Council of all financial and programmatic reports due from the Contractor and any adjustments thereto, including any disallowance not resolved as outlined in Paragraph 27 of the Master Contract.

E. Date for Final Request for Payment

The final request for payment will be due to the Council no later than July 22, 2027.

F. eCIRTS Data Entries for Subcontractors

The Contractor and its subcontractor(s) shall enter all required data for clients and services in the eCIRTS database in accordance with the current DOEA Handbook and the eCIRTS User Manual – Aging Provider Network users (located in Documents on the eCIRTS Enterprise Application Services). Subcontractor(s) must enter this data into the eCIRTS prior to submitting their invoice to the Contractor. The Contractor shall establish deadlines for completing eCIRTS data entry and ensure compliance with due dates in the Invoice Report Schedule, ATTACHMENT III of this Contract.

G. Monthly eCIRTS Reports

The Contractor is required to run monthly eCIRTS's reports and verify that client and service data in the eCIRTS is accurate. This report must be submitted to the Council with the monthly request for payment and expenditure report and must be reviewed by the Council before the Contractor's request for payment and expenditure reports can be approved by the Council.

H. Corrective Action Plan

1. Contractor shall ensure 100% of the deliverables identified in the Statement of Work, ATTACHMENT I, Section II.E.1. through Section II.E.3. of this Contract are performed pursuant to Contract requirements.

2. If at any time the Contractor is notified by the Council's Program Specialist that it has failed to correctly, completely, adequately perform contract deliverables identified in the Statement of Work, ATTACHMENT I, Section II.E.1. through Section II.E.3. of this Contract, the Contractor will have ten (10) days to submit a Corrective Action Plan ("CAP") to the Council's Program Specialist that addresses the deficiencies and states how the deficiencies will be remedied within

a time period approved by the Council's Program Specialist. The Council shall assess a Financial Consequence for Noncompliance on the Contractor as referenced in the Statement of Work, ATTACHMENT I, Section III.I. of this Contract for each deficiency identified in the CAP which is not corrected pursuant to the CAP. The Council will also assess a Financial Consequence for failure to timely submit a CAP.

3. If the Contractor fails to correct an identified deficiency within the approved time period specified in the CAP, the Council shall deduct the percentage established in the Statement of Work, ATTACHMENT I, Section III.I. of this Contract from the payment for the invoice of the following month.

4. If Contractor fails to timely submit a CAP, the Council shall deduct the percentage established in the Statement of Work, ATTACHMENT I, Section III.I. of this Contract for each day the CAP is overdue. The deduction will be made from the payment for the invoice of the following month.

I. Financial Consequences

The Council will withhold or reduce payment if the Contractor fails to perform the deliverables to the satisfaction of the Council according to the requirements referenced in the Statement of Work, ATTACHMENT I, Section II.E. of this Contract. The following financial consequences will be imposed if the deliverables stated do not meet in part or in whole the performance criteria as outlined in the Statement of Work, ATTACHMENT I, Section II.E. of this Contract.

1. Delivery of services to eligible clients as referenced in the Statement of Work, ATTACHMENT I, Section II.A.1. through Section II.A.2. and Section II.E.1. of this Contract – Failure to comply with established assessment and prioritization criteria, as evidenced by the eCIRTS reports, will result in a 2% reduction of payment per business day. The reduction of payment will begin on the first business day following the Council's notification to the Contractor that the identified deficiency was not cured or satisfactorily addressed in accordance with the Council-approved CAP, referenced in the Statement of Work, ATTACHMENT I, Section III.H. of this Contract.

2. Services and units of services as referenced in the Statement of Work, ATTACHMENT I, Section II.E.2. of this Contract – Failure to provide services in accordance with the current DOEA Programs and Services Handbook, the service tasks described in the Statement of Work, ATTACHMENT I, Section II.A. of this Contract, and submission of required documentation will result in a 2% reduction of payment per business day. The reduction of payment will begin the first business day following the Council's notification to the Contractor that the identified deficiency is not cured or satisfactorily addressed in accordance with the Council approved CAP, referenced in the Statement of Work, ATTACHMENT I, Section III.H. of this Contract.

3. Administrative duties as referenced in the Statement of Work, ATTACHMENT I, Section II.E.3. of this Contract – Failure to perform management and oversight of ADI Program operations will result in a 2% reduction of payment per business day. The reduction of payment will begin the first business day following the Council's notification to the Contractor that the identified deficiency was not cured or satisfactorily addressed in accordance with the Council-approved CAP, referenced in the Statement of Work, ATTACHMENT I, Section III.H. of this Contract.

4. Timely submission of a CAP – Failure to timely submit a CAP within 10 business days after notification of a deficiency by the DOEA Contract Manager will result in a 2% reduction of payment per business day the CAP is not received. The reduction of payment will begin the first business day following the Council's notification to the Contractor that the identified deficiency

was not cured or satisfactorily addressed in accordance with the Council approved CAP, referenced in the Statement of Work, ATTACHMENT I, Section III.H. of this Contract.

5. Exceptions may be granted solely, in writing, by the Council's Program Director.

SECTION IV. SPECIAL PROVISIONS

A. Date for Final Request for Budget Revisions

Final requests for budget revision or adjustments to Contract funds based on expenditures for services provided through June 30, 2027, must be submitted to the Council's Program Specialist and the Council's Finance Director, no later than June 30, 2027; email requests are considered acceptable.

B. Contractor's Financial Obligations

1. Cost Sharing and Co-payments

The Council will ensure the Contractor establishes annual co-payment goals. Pursuant to Section 430.204(8), F.S., and Rule 58C-1.007, F.A.C., the dollar amount for co-payments associated with ADI must be calculated by applying the current federal poverty guidelines published by the U.S. Department of Health and Human Services.

a. No co-payment will be assessed on a client whose income is at, or below, the federal poverty level (FPL) as established each year by the U.S. Department of Health and Human Services.

b. No client may have their services terminated for inability to pay their assessed co-payment. The Contractor, in conjunction with provider agencies, must establish procedures to remedy financial hardships associated with co-payments and ensure there is no interruption in service(s) for the inability to pay. If a client's co-payment is reduced or waived entirely, a written explanation for the change must be placed in the client file.

c. Co-payments include only the amounts assessed consumers or the amounts consumers opt to contribute in lieu of an assessed co-payment. The consumers' contribution must be equal to or greater than the assessed co-payment.

2. Use of Service Dollars and Assessed Priority Consumer List Management

The Contractor is expected to spend all federal, state and other funds provided by the Council for the purpose specified in this Contract. The Contractor must manage service funds in such a manner as to avoid having a wait list and a surplus of funds at the end of the contract period for each program managed by the Contractor. If the Council determines that the Contractor is not spending service funds accordingly, the Council may transfer funds to other service areas during the contract period and/or adjust subsequent funding allocations accordingly, as allowable under state and federal law.

C. Remedies-Nonconforming Services

1. The Contractor shall ensure that all goods and/or services provided under this Contract are delivered timely, completely and commensurate with required standards of quality. Such goods and/or services will only be delivered to eligible program participants.

2. If the Contractor fails to meet the prescribed quality standards for services, such services will not be reimbursed under this Contract. In addition, any nonconforming goods and/or services not meeting such standards will not be reimbursed under this Contract. The Contractor's signature on the Forms 105 and 106, ATTACHMENT V of this Contract, certifies maintenance of supporting documentation and acknowledgement that the Contractor shall solely bear the costs associated with preparing or providing nonconforming goods and/or services. The Council requires immediate notice of any significant and/or systemic infractions that compromise the quality, security or continuity of services to clients.

D. Incident Reporting

The Contractor shall notify the Council immediately, but no later than forty-eight (48) hours from, the Contractor's awareness or discovery of conditions that may materially affect the Contractor or subcontractor's ability to perform the services required to be performed under any contract or agreement which incorporates Master Contract by reference. Such notice shall be made orally to the Council's Program Director (by telephone) with an email to immediately follow.

E. Investigation of Criminal Allegations

Any report that implies criminal intent on the part of the Contractor or any subcontractors, if known to Contractor, and referred to a governmental or investigatory agency must be sent to the Council. If the Contractor has reason to believe that the allegations will be referred to the State Attorney, a law enforcement agency, the United States Attorney's office, or governmental agency, the Contractor shall notify the Council immediately. A copy of all documents, reports, notes, or other written material concerning the investigation, whether in the possession of the Contractor or subcontractors, must be sent to the Council with a summary of the investigation and allegations.

F. Volunteers

The Contractor shall ensure the use of trained volunteers in providing direct services delivered to older individuals and individuals with disabilities needing such services. If possible, the Contractor shall work in coordination with organizations that have experience in providing training, placement, and stipends for volunteers or participants (such as the Senior Community Service Employment Program or organizations carrying out federal service programs administered by the Corporation for National and Community Service), in community service settings.

G. Enforcement

1. The Council may, without taking any intermediate measures available to it against the Contractor, rescind the Contractor's designation as a Contractor, if the Council finds that:

a. An intentional or negligent act of the Contractor has materially affected the health, welfare, or safety of clients served pursuant to any contract or agreement incorporating Master Contract by reference, or substantially and negatively affected the operation of an aging services program covered under any contract or agreement;

b. The Contractor lacks financial stability sufficient to meet contractual obligations or that contractual funds have been misappropriated;

c. The Contractor has committed multiple or repeated violations of legal and regulatory standards, regardless of whether such laws or regulations are enforced by the Council, or the Contractor has committed or repeated violations of Council standards;

d. The Contractor has failed to continue the provision or expansion of services after the declaration of a state of emergency;

e. The Contractor has exceeded its authority or otherwise failed to adhere to the terms of Master Contract and any contract or agreement incorporating Master Contract by reference;

f. The Contractor has failed to properly determine client eligibility as defined by the Council or efficiently manage program budgets; or

g. The Contractor has failed to implement and maintain a Council-approved client grievance resolution procedure.

2. In making any determination under this provision the Council may rely upon the findings of another state or federal agency, or other regulatory body. Any claims for damages for breach of any contract or agreement incorporating Master Contract by reference are exempt from administrative proceedings and shall be brought before the appropriate entity in the venue of Broward County, Florida.

H. Contract Modifications

The Council's Program Director has the authority to modify and/or extend deliverable deadlines. All deliverable extension requests must be made to the Council's Program Director, in writing, prior to the required deadline. All approvals for deliverable extensions must be communicated, in writing, by the Council's Program Director to the Contractor and are subject to the discretion of the Council's Program Director. The requests and the approval must occur prior to the established deadline. An e-mail writing (request and response) is considered acceptable.

END OF ATTACHMENT I

ATTACHMENT II

FINANCIAL AND COMPLIANCE AUDIT

The administration of resources awarded by the Council to the Contractor may be subject to audits and/or monitoring by the Council, as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200 (formerly OMB Circular A-133 as revised), and Section 215.97, F.S., (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by the Council staff, limited scope audits, and/or other procedures. By entering into this Contract, the Contractor agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Council. In the event the Council determines that a limited scope audit of the Contractor is appropriate, the provider agrees to comply with any additional instructions provided by the Council to the provider regarding such audit. The Contractor further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Council or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the Contractor is a State or local government or a non-profit organization as defined in 2 CFR Part 200, Subpart A.

In the event that the Contractor expends $750,000.00 or more in federal awards during its fiscal year, the Contractor must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200. EXHIBIT 2 indicates federal resources awarded through the Council by this Contract. In determining the federal awards expended in its fiscal year, the provider shall consider <u>all sources</u> of Federal awards, including federal resources received from the Council. The determination of amounts of Federal awards expended should be in accordance with 2 CFR Part 200. An audit of the Contractor conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200 will meet the requirements of this part.

In connection with the audit requirements addressed in Part I, paragraph 1, the Contractor shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §200.508.

If the Contractor expends less than $750,000.00 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR Part 200 is not required. In the event that the Contractor expends less than $750,000.00 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200 the cost of the audit must be paid from non-federal resources (i.e., the cost of such audit must be paid from Contractor resources obtained from other than federal entities.)

An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to contract with the Council shall be based on the contract's requirements, including any rules, regulations, or statutes referenced in the contract. The financial statements shall disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due to the Council shall be fully disclosed in the audit report with reference to the Council contract involved. If not otherwise disclosed as required by 2 CFR §200.510 the schedule of expenditures of federal awards shall identify expenditures by contract number for each contract with the Council in effect during the audit period. Financial reporting packages required under this part must be submitted within the <u>earlier of</u> 30 days after receipt of the audit report or 9 months after the end of the Contractor's fiscal year end.

PART II: STATE FUNDED

This part is applicable if the Contractor is a non-state entity as defined by Section 215.97(2), F.S.

In the event that the Contractor expends a total amount of state financial assistance equal to or in excess of $750,000.00 in any fiscal year of such Contract, the Contractor must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 2, Funding Summary Attachment to this Contract indicates state financial assistance awarded through the Council by this Contract. In determining the state financial assistance expended in its fiscal year, the provider shall consider all sources of state financial assistance, including state financial assistance received from the Council, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.

In connection with the audit requirements addressed in Part II, paragraph 1, the Contractor shall ensure that the audit complies with the requirements of Section 215.97(8), F.S. This includes submission of a financial reporting package as defined by Section 215.97(2), F.S., and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

If the Contractor expends less than $750,000.00 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, F.S., is not required. In the event that the Contractor expends less than $750,000.00 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, F.S., the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the provider resources obtained from other than State entities).

An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to contracts with the Council shall be based on the contract's requirements, including any applicable rules, regulations, or statutes. The financial statements shall disclose whether or not the matching requirement was met for each applicable agreement. All questioned costs and liabilities due to the Council shall be fully disclosed in the audit report with reference to the Council contract involved. If not otherwise disclosed as required by Rule 69I-5.003, F.A.C., the schedule of expenditures of state financial assistance shall identify expenditures by contract number for each contract with the Council in effect during the audit period. Financial reporting packages required under this part must be submitted within 45 days after delivery of the audit report, but no later than 12 months after the Contractor's fiscal year end for local governmental entities. Non-profit or for-profit organizations are required to be submitted within 45 days after delivery of the audit report, but no later than 9 months after the Contractor's fiscal year end. Notwithstanding the applicability of this portion, the Council retains all right and obligation to monitor and oversee the performance of this contract as outlined throughout this document and pursuant to law.

PART III: REPORT SUBMISSION

Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200 and required by PART I of this Financial and Compliance Audit Attachment shall be submitted, when required by 2 CFR §200.512 by or on behalf of the provider directly to each of the following:

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

Pursuant to 2 CFR §200.512, all other Federal agencies, pass-through entities and others interested in a reporting package and data collection form must obtain it by accessing the Federal Audit Clearinghouse.

The Contractor shall submit a copy of any management letter issued by the auditor, to the Council at the following address:
Areawide Council on Aging of Broward County, Inc.
5300 Hiatus Road Sunrise, FL 33351

Additionally, copies of financial reporting packages required by PART II of this Financial Compliance Audit Attachment shall be submitted by or on behalf of the Contractor directly to each of the following:

The Council at the following address:
Areawide Council on Aging of Broward County, Inc.
5300 Hiatus Road Sunrise, FL 33351

The Auditor General's Office at the following address:
State of Florida Auditor General
Claude Pepper Building, Room 574
111 West Madison Street Tallahassee, Florida 32399-1450

Any reports, management letter, or other information required to be submitted to the Council pursuant to this contract shall be submitted timely in accordance with 2 CFR Part 200, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Contractors, when submitting financial reporting packages to the Council for audits done in accordance with 2 CFR Part 200 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Contractor in correspondence accompanying the reporting package.

PART IV: RECORD RETENTION
The provider shall retain sufficient records demonstrating its compliance with the terms of this Contract for a period of six (6) years from the date the audit report is issued, and shall allow the Council or its designee, the CFO or Auditor General access to such records upon request. The provider shall ensure that audit working papers are made available to the Council or its designee, CFO, or Auditor General upon request for a period of six (6) years from the date the audit report is issued, unless extended in writing by the Council.

END OF ATTACHMENT II

EXHIBIT 1

PART I: AUDIT RELATIONSHIP DETERMINATION

Contractors who receive state or federal resources may or may not be subject to the audit requirements of 2 CFR Part 200 and/or Section 215.97, F.S. Contractors who are determined to be recipients or sub-recipients of federal awards and/or state financial assistance may be subject to the audit requirements if the audit threshold requirements set forth in Part I and/or Part II of Exhibit 1 are met. Providers who have been determined to be vendors are not subject to the audit requirements of 2 CFR §200.38, and/or Section 215.97, F.S. Regardless of whether the audit requirements are met, providers who have been determined to be recipients or sub-recipients of Federal awards and/or state financial assistance must comply with applicable programmatic and fiscal compliance requirements.

In accordance with 2 CFR Part 200 and/or Rule 69I-5.006, FAC, Contractor has been determined to be:

_____Vendor not subject to 2 CFR §200.38 and/or Section 215.97, F.S.

_X__ Recipient/sub-recipient subject to 2 CFR §200.86 and §200.93 and/or Section 215.97, F.S.

_____Exempt organization not subject to 2 CFR Part 200 and/or Section 215.97, F.S. For Federal awards, for-profit organizations are exempt; for state financial assistance projects, public universities, community colleges, district school boards, branches of state (Florida) government, and charter schools are exempt. Exempt organizations must comply with all compliance requirements set forth within the contract or award document.

NOTE: If a Contractor is determined to be a recipient/sub-recipient of federal and or state financial assistance and has been approved by the Council to subcontract, they must comply with Section 215.97(7), F.S., and Rule 69I-5.006, F.A.C. [state financial assistance] and 2 CFR §200.330[federal awards].

PART II: FISCAL COMPLIANCE REQUIREMENTS

FEDERAL AWARDS OR STATE MATCHING FUNDS ON FEDERAL AWARDS. Contractors who receive Federal awards, state maintenance of effort funds, or state matching funds on Federal awards and who are determined to be a subrecipient must comply with the following fiscal laws, rules and regulations:

STATES, LOCAL GOVERNMENTS AND INDIAN TRIBES MUST FOLLOW:

- 2 CFR §200.416 - §200.417 – Special Considerations for States, Local Governments and Indian Tribes*
- 2 CFR §200.201 – Administrative Requirements**
- 2 CFR §200 Subpart F – Audit Requirements
- Reference Guide for State Expenditures
- Other fiscal requirements set forth in program laws, rules and regulations

NON-PROFIT ORGANIZATIONS MUST FOLLOW:

- 2 CFR §200.400 - §200.411 – Cost Principles*
- 2 CFR §200.100 – Administrative Requirements
- 2 CFR §200 Subpart F – Audit Requirements
- Reference Guide for State Expenditures
- Other fiscal requirements set forth in program laws, rules and regulations

EDUCATIONAL INSTITUTIONS (EVEN IF A PART OF A STATE OR LOCAL GOVERNMENT) MUST FOLLOW:

- 2 CFR §200.418 – §200.419 – Special Considerations for Institutions of Higher Education*
- 2 CFR §200.100 – Administrative Requirements
- 2 CFR §200 Subpart F – Audit Requirements
- Reference Guide for State Expenditures
- Other fiscal requirements set forth in program laws, rules and regulations

*Some Federal programs may be exempted from compliance with the Cost Principles Circulars as noted in 2 CFR §200.400(5) (c).
**For funding passed through U.S. Health and Human Services, 45 CFR 75; for funding passed through U.S. Department of Education, 34 CFR 80.

STATE FINANCIAL ASSISTANCE. Contractors who receive state financial assistance and who are determined to be a recipient/sub-recipient must comply with the following fiscal laws, rules and regulations:

Section 215.97 & 215.971, F.S.
Chapter 69I-5, F.A.C.
State Projects Compliance Supplement
Reference Guide for State Expenditures
Other fiscal requirements set forth in program laws, rules and regulations

END OF EXHIBIT 1

EXHIBIT 2

FUNDING SUMMARY

Note: Title 2 CFR, as revised, and Section 215.97, F.S., require that the information about Federal Programs and State Projects included in Attachment II, Exhibit 1, be provided to Contractor. Information contained herein is a prediction of funding sources and related amounts on the contract budget.

1. FEDERAL RESOURCES AWARDED TO THE SUBRECIPIENT PURSUANT TO THIS CONTRACT CONSISTS OF THE FOLLOWING:

Program Title	Year	Funding Source	CFDA/ CSFA #	Amount
TOTAL FUNDS CONTAINED IN THIS CONTRACT:				

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS CONTRACT ARE AS FOLLOWS:

<u>FEDERAL FUNDS:</u>
2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. OMB Circular A-133 – Audits of States, Local Governments, Non-Project Organizations.

2. STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS CONTRACT CONSIST OF THE FOLLOWING:

MATCHING RESOURCES FOR FEDERAL PROGRAMS

PROGRAM TITLE	FUNDING SOURCE	CFDA	AMOUNT
TOTAL STATE AWARD			**$0**

STATE FINANCIAL ASSISTANCE SUBJECT TO Sec. 215.97, F.S.

PROGRAM TITLE	FUNDING SOURCE	CSFA	AMOUNT
Alzheimer's Disease Initiative – Special Projects	General Revenue	65.002	$300,000.00
Alzheimer's Disease Initiative – Specialized Day Care	General Revenue	65.002	$48,819.00
Alzheimer's Disease Initiative - Respite	General Revenue	65.004	$115,000.00
TOTAL AWARD			**$463,819.00**

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS CONTRACT ARE AS FOLLOWS:

STATE FINANCIAL ASSISTANCE

Section 215.97 & 215.971, F.S., Chapter 69I-5, F.A.C, State Projects Compliance Supplement
Reference Guide for State Expenditures
Other fiscal requirements set forth in program laws, rules and regulations

ATTACHMENT III

ALZHEIMER'S DISEASE INITIATIVE PROGRAM

INVOICE REPORT SCHEDULE

Report Number	Based On	Due to Council On This Date
1	July Advance*	July 3
2	August Advance*	July 3
3	July Expenditure Report	August 7
4	August Expenditure Report	September 7
5	September Expenditure Report	October 7
6	October Expenditure Report	November 6
7	November Expenditure Report	December 7
8	December Expenditure Report	January 8
9	January Expenditure Report	February 5
10	February Expenditure Report	March 5
11	March Expenditure Report	April 7
12	April Expenditure Report	May 7
13	May Expenditure Report	June 7
14	June Expenditure Report	July 7
15	Final Expenditure	July 22

Legend: * Advance based on projected cash need as supported by a cash-flow analysis is or other information appropriate to demonstrate the Contractor financial need for the advance.

Note # 1: Report #1 and #2 for Advance Basis Contracts cannot be submitted to the DOEA prior to July 1 or until the Contract with the Council has been executed and a copy sent to DFS.

Note # 2: Report numbers 3 through 14 will reflect an adjustment of one twelve of the total advance amount, on each of the reports respectively, repaying advances on the contract. The adjustment will be recorded in Part C, 1 of the report.

Note # 3: Submission of expenditure reports may or may not generate a payment request. If final expenditure report reflects funds due back to the Council, payment is to accompany the report.

Note # 4: Reports submitted after the 10th of the month will be processed the following month. This rule will be enforced.

ATTACHMENT IV

The Budget is pending.

ATTACHMENT V

Forms 105 and 106

Sub Contractor for PSA #10
ADRC of Broward County

CONTRACT #

RECEIPTS AND UNIT COST REPORT
PROGRAM

PROVIDER NAME, ADDRESS, PHONE # and FEID#	FUNDING SOURCE:	THIS REPORT PERIOD
PROVIDER NAME ADDRESS ADDRESS Tel: 954-XXX-XXXX Fax: 954-XXX-XXXX FEID #: 59-XXXXXXX	Program	**MONTH** **REPORT #:** **CONTRACT PERIOD:** **CONTRACT #** **PSA #: 10**

CERTIFICATION: I certify to the best of my knowledge and belief that the report is complete and correct and all outlays herein are for purposes set forth in the contract. Further, I certify that the attached monthly and YTD service units /undup clients' report is correct.

Prepared By: Date: Approved By: Date:

PART a: INCOME / RECEIPTS	A. Approved Budget	B. Actual Receipts for	C. Total Receipts Year to Date	D. % Of Approved Budget
1. Federal Funds				
2. State Funds	$0.00	$0.00	$0.00	#DIV/0!
3. Program Income				
4. Local Cash Match				
5. SUBTOTAL: CASH RECEIPTS	$0.00	$0.00	$0.00	#DIV/0!
6. Local In-Kind match				
7. TOTAL RECEIPTS	$0.00	$0.00	$0.00	#DIV/0!

PART b: UNIT COST REPORT

(A) SERVICE	(B) CONTRACT AMOUNT	(C) UNITS	(D) UNIT RATE	(E) AMOUNT EARNED THIS PERIOD	(F) AMOUNT PREV. EARNED	(G) AMOUNT EARNED YTD	YTD Units
FIXED SERVICES							
				$0.00	$0.00	$0.00	#DIV/0!
				$0.00	$0.00	$0.00	#DIV/0!
				$0.00	$0.00	$0.00	
				$0.00	$0.00	$0.00	
				$0.00	$0.00	$0.00	
				$0.00	$0.00	$0.00	
	$0.00			$0.00	$0.00	$0.00	

PART c: OTHER REVENUE / PROGRAM INCOME	A. Total - Current Month	B. Total - Year To Date
1.CONTRIBUTIONS: (EXCLUDES CLIENT CO-PAY COLLECTIONS)	$0.00	$0.00
2.CLIENT CO-PAY ASSESSED	$0.00	$0.00
3.CLIENT CO-PAY COLLECTIONS	$0.00	$0.00
4.INTEREST (NET AMOUNT NOT RETURNED)	$0.00	$0.00
5.MATCH VALUATION (INCLUDES CASH & IN-KIND)	$0.00	$0.00

PSA #10 Form 105, Dated July 1997

CONTRACT #

CASH ADVANCE AND CONTRACT PAYMENT REQUEST FORM
PROGRAM
FUNDING SOURCE

PROVIDER NAME, ADDRESS, PHONE & FEID #	TYPE OF REPORT:	THIS REQUEST PERIOD:
PROVIDER NAME ADDRESS ADDRESS Tel: 954-XXX-XXXX Fax: 954-XXX-XXXX FEID #: 59-XXXXXXX	**A. PAYMENT REQUEST:** **Regular X Supplemental** **B. METHOD OF PAYMENT:** **Advance Reimbursement X**	**MONTH** **REPORT #:** **CONTRACT PERIOD:** **CONTRACT #** **PSA#: 10**

CERTIFICATION: I hereby certify that this request or refund conforms with the terms of the above contract.

Prepared By: Date: Approved By: Date:

PART A: CONTRACT FUNDS SUMMARY	SERVICE	SERVICE	SERVICE	TOTAL
1. Approved Contract Amount	$0.00	$0.00	$0.00	$0.00
2. Previous Funds Requested for Contract Period	$0.00	$0.00	$0.00	$0.00
3 Contract Funds Available	$0.00	$0.00	$0.00	$0.00
PART B: CONTRACT FUNDS REQUESTED:				
1. Cash Advances (1st-2nd Months)	$0.00	$0.00	$0.00	$0.00
2. Amount Earned This Period= to PSA #10 Form 105Z Part B , Column E)	$0.00	$0.00	$0.00	$0.00
3. Total	$0.00	$0.00	$0.00	$0.00
PART C: NET FUNDS REQUESTED:				
1. Less Overadvance	$0.00	$0.00	$0.00	$0.00
2. Contract Funds Are Hereby Requested Part B Line 4 minus Part C line 1) (Not to exceed Part A Line 5)	$0.00	$0.00	$0.00	$0.00
ADVANCE EARNED	$0.00	$0.00	$0.00	$0.00
Advance Remaining	$0.00	$0.00	$0.00	$0.00

PSA #10 FORM 106, Dated July 97

AAA Office Use Only

BATCH #: ____________________

VENDOR ID:P-PROVIDER

DESC: PROVIDER PROGRAM MM/YYYY

ACCOUNT #: _____________________________.

CHECK # ____________ CHECK DATE: _______________________________

INPUT: ______________ APPROVAL:_________________________________

ATTACHMENT VI

CERTIFICATIONS AND ASSURANCES

Council will not award this Contract unless Contractor completes the CERTIFICATIONS AND ASSURANCES contained in this Attachment. In performance of this Contract, Contractor provides the following certifications and assurances:

A. Debarment and Suspension Certification (29 CFR Part 95 and 45 CFR Part 75)
B. Certification Regarding Lobbying (29 CFR Part 93 and 45 CFR Part 93)
C. Nondiscrimination & Equal Opportunity Assurance (29 CFR Part 37 and 45 CFR Part 80)
D. Certification Regarding Public Entity Crimes, section 287.133, F.S.
E. Association of Community Organizations for Reform Now (ACORN) Funding Restrictions Assurance (Pub. L. 111-117)
F. Scrutinized Companies Lists and No Boycott of Israel Certification, section 287.135, F.S.
G. Certification Regarding Data Integrity Compliance for Contracts, Agreements, Grants, Loans and Cooperative Agreements
H. Verification of Employment Status Certification
I. Records and Documentation
J. Certification Regarding Inspection of Public Records

A. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTIONS.

The undersigned Contractor certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;
2. Have not within a three-year period preceding this Contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A.2. of this certification; and/or
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause of default.

The undersigned shall require that language of this certification be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients and contractors shall provide this certification accordingly.

B. CERTIFICATION REGARDING LOBBYING – Certification for Contracts, Grants, Loans, and Cooperative Agreements.

The undersigned Contractor certifies, to the best of its knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement, the undersigned shall also complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that language of this certification be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients and contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

C. NON DISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE (29 CFR PART 37 AND 45 CFR PART 80).

As a condition of the Contract, Contractor assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

1. Section 188 of the Workforce Investment Act of 1998 (WIA), (Pub. L. 105-220), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I-financially assisted program or activity;
2. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Council.
3. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112) as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 84), to the end that, in accordance with Section 504 of that Act, and the Regulation, no otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Council.
4. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Council.
5. Title IX of the Educational Amendments of 1972 (Pub. L. 92-318), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 86), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education program or activity for which the Applicant receives Federal financial assistance from the Council.
6. The American with Disabilities Act of 1990 (Pub. L. 101-336), prohibits discrimination in all employment practices, including, job application procedures, hiring, firing, advancement,

compensation, training, and other terms, conditions, and privileges of employment. It applies to recruitment, advertising, tenure, layoff, leave, fringe benefits, and all other employment-related activities, and;

7. Contractor also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to Contractor's operation of the WIA Title I – financially assisted program or activity, and to all contracts Contractor makes to carry out the WIA Title I – financially assisted program or activity. Contractor understands that DOEA and the United States have the right to seek judicial enforcement of the assurance.

The undersigned shall require that language of this certification be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients and contractors shall provide this certification accordingly.

D. CERTIFICATION REGARDING PUBLIC ENTITY CRIMES, SECTION 287.133, F.S.

Contractor hereby certifies that neither it, nor any person or affiliate of Contractor, has been convicted of a Public Entity Crime as defined in section 287.133, F.S., nor placed on the convicted vendor list.

Contractor understands and agrees that it is required to inform Council immediately upon any change of circumstances regarding this status.

E. ASSOCIATION OF COMMUNITY ORGANIZATIONS FOR REFORM NOW (ACORN) FUNDING RESTRICTIONS ASSURANCE (Pub. L. 111-117).

As a condition of the Contract, Contractor assures that it will comply fully with the federal funding restrictions pertaining to ACORN and its subsidiaries per the Consolidated Appropriations Act, 2010, Division E, Section 511 (Pub. L. 111-117). The Continuing Appropriations Act, 2011, Sections 101 and 103 (Pub. L. 111-242), provides that appropriations made under Pub. L. 111-117 are available under the conditions provided by Pub. L. 111-117.

The undersigned shall require that language of this assurance be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub recipients and contractors shall provide this assurance accordingly.

F. SCRUTINIZED COMPANIES LISTS CERTIFICATION AND NO BOYCOTT OF ISRAEL CERTIFICATION, SECTION 287.135, F.S.

In accordance with section 287.135, F.S., Contractor hereby certifies that it has not been placed om the Scrutinized Companies that Boycott Israel List and that is not engaged in a boycott of Israel.

If this Contract is in the amount of $1 million or more, in accordance with the requirements of section 287.135, F.S., Contractor hereby certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists and that it is not engaged in business operations in Cuba or Syria.

Contractor understands that pursuant to section 287.135, F.S., the submission of a false certification may result in the Council terminating this Contract and the submission of a false certification may subject Contractor to civil penalties, attorney's fees, and/or costs, including any costs for investigations that led to the finding of false certification.

If Contractor is unable to certify to any of the statements in this certification, Contractor shall attach an explanation to this Contract.

G. CERTIFICATION REGARDING DATA INTEGRITY COMPLIANCE FOR CONTRACT, AGREEMENTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

1. The Contractor and any Subcontractors of services under this Contract have financial management systems capable of providing certain information, including: (1) accurate, current, and complete disclosure of the financial results of each grant-funded project or program in accordance with the prescribed reporting requirements; (2) the source and application of funds for all contract supported activities; and (3) the comparison of outlays with budgeted amounts for each award. The inability to process information in accordance with these requirements could result in a return of grant funds that have not been accounted for properly.
2. Management Information Systems used by the Contractor, Subcontractors, or any outside entity on which the Contractor is dependent for data that is to be reported, transmitted or calculated, have been assessed and verified to be capable of processing data accurately, including year-date dependent data. For those systems identified to be non-compliant, Contractors will take immediate action to assure data integrity.
3. If this Contract includes the provision of hardware, software, firmware, microcode or imbedded chip technology, the undersigned warrants that these products are capable of processing year-date dependent data accurately. All versions of these products offered by the Contractor (represented by the undersigned) and purchased by the state will be verified for accuracy and integrity of data prior to transfer.
4. In the event of any decrease in functionality related to time and date related codes and internal subroutines that impede the hardware or software programs from operating properly, the Contractor agrees to immediately make required corrections to restore hardware and software programs to the same level of functionality as warranted herein, at no charge to the state, and without interruption to the ongoing business of the state, time being of the essence.
5. The Contractor and any Subcontractors of services under this Contract warrant their policies and procedures include a disaster plan to provide for service delivery to continue in case of an emergency including emergencies arising from data integrity compliance issues.

H. VERIFICATION OF EMPLOYMENT STATUS CERTIFICATION

As a condition of contracting with the Council, Contractor certifies the use of the U.S. Department of Homeland Security's E-verify system to verify the employment eligibility of all new employees hired by Contractor during the contract term to perform employment duties pursuant to this Contract and that any subcontracts include an express requirement that subcontractors performing work or providing services pursuant to this Contract utilize the E-verify system to verify the employment eligibility of all new employees hired by the subcontractor during the entire Contract term.

The Contractor shall require that the language of this certification be included in all subcontract, subgrants, and other agreements and that all subcontractors shall certify compliance accordingly.

This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract imposed by OMB Circulars A-102 and 2 CFR Part 200, and 215 (formerly OMB Circular A-110).

I. RECORDS AND DOCUMENTATION

The Contractor agrees to make available to Council staff and/or party designated by the Council any and all contract related records and documentation. The Contractor shall ensure the collection and maintenance of all program related information and documentation of any such system designated by the Council. Maintenance includes valid exports and backups of all data and systems according to Council standards.

J. CERTIFICATION REGARDING INSPECTION OF PUBLIC RECORDS

1. In addition to the requirements of Sections 10.1 of the Master Contract, and 119.0701(3) and (4) F.S., and any other applicable law, if a civil action is commenced as contemplated by section 119.0701(4), F.S., and the Council is named in the civil action, Contractor agrees to indemnify and hold harmless the Council for any costs incurred by the Council, and any attorneys' fees assessed or awarded against the Council from a Public Records Request made pursuant to Chapter 119, F.S., concerning this Contract or services performed thereunder.
   a. Notwithstanding section 119.0701, F.S., or other Florida law, this section is not applicable to contracts executed between the Council and state agencies or subdivisions defined in section 768.28(2), F.S.
2. Section 119.01(3), F.S., states if public funds are expended by an agency in payment of dues or membership contributions for any person, corporation, foundation, trust, association, group, or other organization, all the financial, business, and membership records of such an entity which pertain to the public agency (Florida Department of Elder Affairs) are public records. Section 119.07, F.S, states that every person who has custody of such a public record shall permit the record to be inspected and copied by any person desiring to do so, under reasonable circumstances.

Additionally, I certify this organization does_____ does not ______ provide for institutional memberships.

Contractor's signature below attests that records pertaining to the dues or membership application by the Council are available of inspection if applicable, as stated above.

By execution of this Contract, Contractor must include these provisions (A-I) in all related subcontract agreements (if applicable).

By signing below, Contractor certifies the representations outlined in parts A through I above, are true and correct.

____ ______________________

Signature and Title of Authorized Representative Date

City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging
Contractor

325 NW 2nd Avenue
Deerfield Beach, FL 33441

ATTACHMENT VII

ASSURANCES—NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 45, minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget. Paperwork Reduction Project (0348-0043), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET, SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) § 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. § 290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. §1501-1508 and 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §276a to 276a-7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. §874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. § 327-333), regarding labor standards for federally assisted construction sub agreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000.00 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §1721 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §4801 et seq.), which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 CFR Part 200.
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION **City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging**	DATE SUBMITTED

ATTACHMENT VIII

STATE OF FLORIDA DEPARTMENT OF ELDER AFFAIRS
CIVIL RIGHTS COMPLIANCE CHECKLIST

City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging	County Broward	AAA/Contractor
	Completed By	
	Date	Phone

PART I. READ THE ATTACHED INSTRUCTIONS FOR ILLUSTRATIVE INFORMATION, WHICH WILL HELP YOU IN THE COMPLETION OF THIS FORM.

1. Briefly describe the geographic area served by the program/facility and the type of service provided:

2. POPULATION OF AREA SERVED. Source of data:

Total #	% White	% Black	% Hispanic	% Other	% Female		

3. STAFF CURRENTLY EMPLOYED. Effective date:

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	

4. CLIENTS CURRENTLY ENROLLED OR REGISTERED. Effective date:

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	% Over 40

5. ADVISORY OR GOVERNING BOARD, IF APPLICABLE.

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	

PART II. USE A SEPARATE SHEET OF PAPER FOR ANY EXPLANATIONS REQUIRING MORE SPACE.

6. Is an Assurance of Compliance on file with the Council? If NA or NO, explain. NA ☐ YES ☐ NO ☐

7. Compare the staff composition to the population. Is the staff representative of the population? If NA or NO, explain. NA ☐ YES ☐ NO ☐

8. Compare the client composition to the population. Are race and sex characteristics representative of the Population? If NA or NO, explain. NA ☐ YES ☐ NO ☐

9. Are eligibility requirements for services applied to clients and applicants without regard to race, color, national origin, sex, age, religion, or disability? If NA or NO, explain. NA ☐ YES ☐ NO ☐

10. Are all benefits, services, and facilities available to applicants and participants in an equally effective manner regardless of race, sex, color, age, national origin, religion, or disability? If NA or NO, explain. NA ☐ YES ☐ NO ☐

11. For in-patient services, are room assignments made without regard to race, color, national origin, or disability? If NA or NO, explain. NA ☐ YES ☐ NO ☐

12. Is the program/facility accessible to non-English speaking clients? If NA or NO, explain. NA YES NO ☐ ☐ ☐

13. Are employees, applicants, and participants informed of their protection against discrimination? NA YES NO ☐ ☐ ☐
If yes, how? Verbal ☐ Written ☐ Poster ☐ If NA or NO, explain.

14. Give the number and current status of any discrimination complaints regarding services or employment filed against the program/facility. NA ☐ NUMBER _______

15. Is the program/facility physically accessible to mobility, hearing, and sight-impaired individuals? If NA or NO, explain. NA YES NO ☐ ☐ ☐

PART III.THE FOLLOWING QUESTIONS APPLY TO PROGRAMS AND FACILITIES WITH 15 OR MORE EMPLOYEES

16. Has a self-evaluation been conducted to identify any barriers to serving disabled individuals, and to make any necessary modifications? If NO, explain. YES NO ☐ ☐

17. Is there an established grievance procedure that incorporates due process in the resolution of complaints? If NO, explain. YES NO ☐ ☐

18. Has a person been designated to coordinate Section 504 compliance activities? If NO, explain. YES NO ☐ ☐

19. Do recruitment and notification materials advise applicants, employees, and participants of nondiscrimination on the basis of disability? If NO, explain. YES NO ☐ ☐

20. Are auxiliary aids available to assure the accessibility of services to hearing and sight impaired individuals? If NO, explain. YES NO ☐ ☐

PART IV. FOR PROGRAMS OR FACILITIES WITH 50 OR MORE EMPLOYEES AND FEDERAL CONTRACTS OF $50,000.00 OR MORE.

21. Do you have a written affirmative action plan? If NO, explain. YES NO ☐ ☐

DOEA USE		
Reviewed By		In Compliance: YES NO*
Program Office		*Notice of Corrective Action Sent ___/ /
Date	Telephone	Response Due ___/___/___
On-Site Desk Review		Response Received ___/___/___

Revised August 2010 Page 2 of 2

INSTRUCTIONS FOR THE CIVIL RIGHTS COMPLIANCE CHECKLIST

1. Describe the geographic service area such as a district, county, city, or other locality. If the program/facility serves a specific target population such as adolescents, describe the target population. Also, define the type of service provided.

2. Enter the percent of the population served by race and sex. The population served includes persons in the geographical area for which services are provided such as a city, county or other regional area. Population statistics can be obtained from local chambers of commerce, libraries, or any publication from the 1980 Census containing Florida population statistics. Include the source of your population statistics. ("Other" races include Asian/Pacific Islanders and American Indian/Alaskan Natives.)

3. Enter the total number of full-time staff and their percent by race, sex, and disability. Include the effective date of your summary.

4. Enter the total number of clients who are enrolled, registered, or currently served by the program or facility, and list their percent by race, sex, and disability. Include the date that enrollment was counted.

5. Enter the total number of advisory board members and their percent by race, sex, and disability. If there is no advisory or governing board, leave this section blank.

6. Each recipient of federal financial assistance must have on file an assurance that the program will be conducted in compliance with all nondiscriminatory provisions as required in 45 CFR 80. This is usually a standard part of the contract language for DOEA recipients and their sub-grantees, 45 CFR 80.4 (a).

7. Is the race, sex, and national origin of the staff reflective of the general population? For example, if 10% of the population is Hispanic, is there a comparable percentage of Hispanic staff?

8. Where there is a significant variation between the race, sex or ethnic composition of the clients and their availability in the population, the program/facility has the responsibility to determine the reasons for such variation and take whatever action may be necessary to correct any discrimination. Some legitimate disparities may exist when programs are sanctioned to serve target populations such as elderly or disabled persons, 45 CFR 80.3 (b) (6).

9. Do eligibility requirements unlawfully exclude persons in protected groups from the provision of services or employment? Evidence of such may be indicated in staff and client representation (Questions 3 and 4) and also through on-site record analysis of persons who applied but were denied services or employment, 45 CFR 80.3 (a) and 45 CFR 80.1 (b) (2).

10. Participants or clients must be provided services such as medical, nursing and dental care, laboratory services, physical and recreational therapies, counseling and social services without regard to race, sex, color, national origin, religion, age or disability. Courtesy titles, appointment scheduling, and accuracy of record keeping must be applied uniformly and without regard to race, sex, color, national origin, religion, age, or disability. Entrances, waiting rooms, reception areas, restrooms, and other facilities must also be equally available to all clients, 45 CFR 80.3 (b).

11. For in-patient services, residents must be assigned to rooms, wards, etc., without regard to race, color, national origin, or disability. Also, residents must not be asked whether they are willing to share accommodations with persons of a different race, color, national origin, or disability, 45 CFR 80.3 (a).

12. The program/facility and all services must be accessible to participants and applicants, including those persons who may not speak English. In geographic areas where a significant population of non-English speaking people live, program accessibility may include the employment of bilingual staff. In other areas, it is sufficient to have a policy or plan for service, such as a current list of names and telephone numbers of bilingual individuals who will assist in the provision of services, 45 CFR 80.3 (a).

13. Programs/facilities must make information regarding the nondiscriminatory provisions of Title VI available to their participants, beneficiaries, or any other interested parties. This should include information on their right to file a complaint of discrimination with either the Council, the State of Florida, Department of Elder Affairs, or the U.S. Department of HHS. The information may be supplied verbally or in writing to every individual, or may be supplied through the use of an equal opportunity policy poster displayed in a public area of the facility, 45 CFR 80.6 (d).

14. Report number of discrimination complaints filed against the program/facility. Indicate the basis, e.g., race, color, creed, sex, age, national origin, disability, retaliation; the issues involved, e.g., services or employment, placement, termination, etc. Indicate the civil rights law or policy alleged to have been violated along with the name and address of the local, state, or federal agency with whom the complaint has been filed. Indicate the current status, e.g., settled, no reasonable cause found, failure to conciliate, failure to cooperate, under review, etc.

15. The program/facility must be physically accessible to disabled individuals. Physical accessibility includes designated parking areas, curb cuts or level approaches, ramps and adequate widths to entrances. The lobby, public telephone, restroom facilities, water fountains, information, and admissions offices should be accessible. Door widths and traffic areas of administrative offices, cafeterias, restrooms, recreation areas, counters, and serving lines should be observed for accessibility. Elevators should be observed for door width, and Braille or raised numbers. Switches and controls for light, heat, ventilation, fire alarms and other essentials should be installed at an appropriate height for mobility impaired individuals.

16. Section 504 of the Rehabilitation Act of 1973 requires that a recipient of federal financial assistance conduct a self-evaluation to identify any accessibility barriers. Self-evaluation is a four-step process:

    a. With the assistance of a disabled individual/organization, evaluate current practices and policies which do not comply with Section 504.
    b. Modify policies and practices that do not meet Section 504 requirements.
    c. Take remedial steps to eliminate any discrimination that has been identified.
    d. Maintain self-evaluation on file. (This checklist may be used to satisfy this requirement if these four steps have been followed.), 45 CFR 84.6.

17. Programs or facilities that employ 15 or more persons must adopt grievance procedures that incorporate appropriate due process standards and provide for the prompt and equitable resolution of complaints alleging any action prohibited by Section 504.45 CFR 84.7 (b).

18. Programs or facilities that employ 15 or more persons must designate at least one person to coordinate efforts to comply with Section 504.45 CFR 84.7 (a).

19. Continuing steps must be taken to notify employees and the public of the program/facility's policy of nondiscrimination on the basis of disability. This includes recruitment material, notices for hearings, newspaper ads, and other appropriate written communication, 45 CFR 84.8 (a).

20. Programs/facilities that employ 15 or more persons must provide appropriate auxiliary aids to persons with impaired sensory, manual, or speaking skills where necessary. Auxiliary aids may include, but are not limited to, interpreters for hearing impaired individuals, taped or Braille materials, or any alternative resources that can be used to provide equally effective services, (45 CFR 84.52 (d).

21. Programs/facilities with 50 or more employees and $50,000.00 in federal contracts must develop, implement, and maintain a written affirmative action compliance program in accordance with Executive Order 11246. 41 CFR 60 and Title VI of the Civil Rights Act of 1964, as amended.

ATTACHMENT IX

BACKGROUND SCREENING

DEPARTMENT OF ELDER AFFAIRS

BACKGROUND SCREENING

ATTESTATION OF COMPLIANCE - EMPLOYER

AUTHORITY: ALL EMPLOYERS are required to annually submit this form attesting to compliance with the provisions of chapter 435 and section 430.0402 of the Florida Statutes.

The term "employer" means any person or entity required by law to conduct background screenings, including but not limited to, Area Agencies on Aging/Aging and Disability Resource Centers, Lead Agencies, and Service Providers that contract directly or indirectly with the Department of Elder Affairs (DOEA), and any other person or entity which hires employees or has volunteers in service who meet the definition of a direct service provider. See §§ 435.02, 430.0402, Fla. Stat.

A direct service provider is "a person 18 years of age or older who, pursuant to a program to provide services to the elderly, has direct, face-to-face contact with a client while providing services to the client and has access to the client's living areas, funds, personal property, or personal identification information as defined in s. 817.568. The term also includes, but is not limited to, the administrator or a similarly titled person who is responsible for the day-to-day operations of the provider, the financial officer or similarly titled person who is responsible for the financial operations of the provider, coordinators, managers, and supervisors of residential facilities, and volunteers, and any other person seeking employment with a provider who is expected to, or whose responsibilities may require him or her to, provide personal care or services directly to clients or have access to client funds, financial matters, legal matters, personal property, or living areas." § 430.0402(1)(b), Fla. Stat. (2023).

ATTESTATION

As the duly authorized representative of: ____
(Name of Employer)

Located at ____
Street address City State Zip Code

Under penalty of perjury, I,____,
(Name of Representative)

hereby swear or affirm that the above-named employer is in compliance with the provisions of chapter 435 and section 430.0402 of the Florida Statutes, regarding level 2 background screening.

______________________________ ______________________________

Signature of Representative Date

DOEA Form 235, Attestation of Compliance - Employer, Effective October 2023, F.S.
Form available at: https://elderaffairs.org/about-us/background-screening/background-screening-clearinghousetraining-accessing-the-clearinghouse/

City of Deerfield Beach

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

Face Sheet
File Number: I.D. 2026-235

Agenda Date: 5/19/2026

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 Contract #JL026-06-2027 with the Areawide Council on Aging of Broward County, Inc. for the Local Services Program in an amount not to exceed $118,380.00; providing for implementation and an effective date. *(Funds from Account #100-000-640-0000-000-33469-334698 - Local Service Program)*

Recommended Action
Commission to vote on Resolution

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

Fiscal Impact
Costs: $118,380
Account Name: Local Service Program (LSP)
Account Number: 100-000-640-0000-000-33469-334698

Background/History
The City of Deerfield Beach Braithwaite Center for Active Aging/Northeast Focal Point Senior Center and the Areawide Council on Aging of Broward County, Inc./Area Agency on Aging have been working together in collaboration for over 45 years to provide supportive services for the senior population in the City.

The Local Service Program (LSP) provides community-based services to preserve elders' independence, support caregivers, and target at-risk persons. Through the provision of transportation, adult day care, or other services authorized under the LSP, the LSP assists elders to live in the least restrictive environment that meets their needs.

Current Activity

This Contract provides funding in an amount not to exceed $118,380.00 for the Local Service Program. The City will utilize these funds to support eligible elders aged 60 and older by offering long-term care alternatives that promote independence, enhance quality of life, and enable individuals to remain safely in their own homes, thereby avoiding or delaying nursing home placement.

In addition, the LSP program will provide transportation services to assist elders with travel to and from their homes and other locations necessary to meet essential needs, including medical appointments, grocery shopping, and other critical services.

Recommendation

It is recommended that the City Commission approve and authorize execution of Contract #JL026-06-2027 with the Areawide Council on Aging of Broward County, Inc., in an amount not to exceed $118,380.00 for the LSP program.

RESOLUTION NO. 2026/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING AND AUTHORIZING EXECUTION OF CONTRACT #JL026-06-2027 WITH THE AREAWIDE COUNCIL ON AGING OF BROWARD COUNTY, INC. FOR THE LOCAL SERVICES PROGRAM IN AN AMOUNT NOT TO EXCEED $118,380.00; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, the City of Deerfield Beach (the "City") desires to contract with the Areawide Council on Aging of Broward County, Inc. (the "Council") for the provision of the Local Services Program (the "Program") at the City's Braithwaite Center for Active Aging for a one-year period pursuant to Contract #JL026-06-2027, attached as Exhibit "A", (the "LSP Contract"), and consistent with the Master Contract #JM023-06-2025 (the "Master Contract"); and

WHEREAS, the Master Contract sets forth the general terms and conditions applicable to separate agreements between the City and the Council such as the LSP Contract; and

WHEREAS, the Program under the LSP Contract will provide community-based services to eligible seniors sixty-years and older by providing meals, transportation, and adult daycare, which will enable these individuals to maintain an acceptable quality of life in their own homes and delay placement in a nursing home; and

WHEREAS, the LSP Contract with the Council, attached as Exhibit "A", will be for a one-year term effective July 1, 2026, through June 30, 2027, in an amount not to exceed $118,380.00; and

WHEREAS, the City Commission believes it is in the best interest of the City to approve and authorize execution of the LSP Contract with the Council.

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 LSP Contract with the Council, attached as Exhibit "A," for the LSP Program services in an amount not to exceed $118,380.00.

Section 3. The City Manager is hereby authorized to execute the LSP Contract with the Council, attached as Exhibit "A," together with such non-substantial changes as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

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

<u>Section 5.</u> 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

LOCAL SERVICES PROGRAM

THIS CONTRACT is entered into between the Areawide Council on Aging of Broward County, Inc., hereinafter referred to as the “Council”, and **City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging**, hereinafter referred to as the “Contractor”, and collectively referred to as the “Parties.” This Contract is subject to all provisions contained in the Master Contract executed between the Council and the Contractor, and its successor, as revised or renewed from time to time, incorporated herein by reference.

WITNESSETH THAT:

WHEREAS, the Council has determined that it is in need of certain services as described herein; and

WHEREAS, the Contractor has demonstrated that it has the requisite expertise and ability to faithfully perform such services as an independent Contractor of the Council.

NOW THEREFORE, in consideration of the services to be performed and payments to be made, together with the mutual covenants and conditions hereinafter set forth, the Parties agree as follows:

1. **Purpose of Contract:**
The purpose of this Contract is to provide services in accordance with the terms and conditions specified in this Contract including all attachments, forms, exhibits and references incorporated, which constitute the contract document.

2. **Incorporation of Documents within the Contract:**
This Contract will incorporate attachments, proposal(s), area plan(s), grant agreements, relevant Department of Elder Affairs handbooks, manuals, or desk books and Master Contract , as an integral part of the Contract, except to the extent that the Contract explicitly provides contrary. In the event of conflict in language among any of the documents referenced above, the specific provisions and requirements of the Contract document(s) shall prevail over inconsistent provisions in the proposal(s) or other general materials not specific to this Contract document and identified attachments.

3. **Term of Contract:**
This Contract when executed will have an effective date of July 1, 2026. It will end at midnight, Eastern Standard time on June 30, 2027.

4. **Contract Amount:**
The Council agrees to pay for contracted services according to the terms and conditions of this Contract in an amount not to exceed **$118,380.00** or the rate schedule, subject to the availability of funds. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this Contract.

5. **Background Screening**
The Contractor shall ensure that the requirements of Section 430.0402 and Chapter 435, F.S., as amended, are met regarding background screening for all persons who meet the definition of a direct service provider and who are not exempt from the State of Florida, Department of Elder Affairs' level 2 background screening pursuant to Section 430.0402(2)-(3), F.S. The Contractor must also comply with any applicable rules promulgated by the State of Florida, Department of Elder Affairs and the Agency for Health Care Administration regarding implementation of Section 430.0402 and Chapter 435, F.S.

5.1 To demonstrate compliance with this provision, Contractor shall submit Background Screening Affidavit of Compliance, ATTACHMENT IX of this Contract, annually, by January 5. Further information concerning the procedures for background screening is found at https://elderaffairs.org/about-us/background-screening/

6. Nondiscrimination-Civil Rights Compliance

6.1 The Contractor shall execute assurances as stated in the Assurances-Non-Construction Programs, ATTACHMENT VII of this Contract, that it will not discriminate against any person in the provision of services or benefits under this Contract or in employment because of age, race, religion, color, disability, national origin, marital status or sex in compliance with state and federal law and regulations. The Contractor further assures that all contractors, subcontractors, subgrantees, or others with whom it arranges to provide services or benefits in connection with any of its programs and activities are not discriminating against clients or employees because of age, race, religion, color, disability, national origin, marital status or sex.

6.2 During the term of this Contract, the Contractor shall complete and retain on file a timely, complete, and accurate Civil Rights Compliance Checklist, ATTACHMENT VIII of this Contract.

6.3 The Contractor shall establish procedures pursuant to federal law to handle complaints of discrimination involving services or benefits through this Contract. These procedures will include notifying clients, employees, and participants of the right to file a complaint with the appropriate federal or state entity.

6.4 If this Contract contains federal funds, these assurances are a condition of continued receipt of or benefit from federal financial assistance, and are binding upon the Contractor, its successors, transferees, and assignees for the period during which such assistance is provided. The Contractor further assures that all subcontractors, vendors, or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the above statutes, regulations, guidelines, and standards. In the event of failure to comply, the Contractor understands that the Council may, at its discretion, seek a court order requiring compliance with the terms of this assurance or seek other appropriate judicial or administrative relief, including but not limited to, termination of and denial of further assistance.

7. Provision of Services:
The Contractor shall provide services in the manner described in ATTACHMENT I of this Contract.

8. Official Payee and Representatives (Names, Addresses, and Telephone Numbers):

a.	The Contractor name, as shown on page 1 of this Contract, and mailing address of the official payee to whom the payment will be made is:	City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging 325 NW 2nd Avenue Deerfield Beach, FL 33441
b.	The name of the contact person and street address where financial and administrative records are maintained is:	Jonathan Salas, Director of Community Services City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging 325 NW 2nd Avenue Deerfield Beach, FL 33441

c.	The name, address, and telephone number of the representative of the Contractor responsible for the administration of the program under this Contract is:	Jonathan Salas, Director of Community Services City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging 325 NW 2^{nd} Avenue Deerfield Beach, FL 33441 954-480-4449
d.	The section and location within the Council where the Request for Payment and Receipt and Expenditure forms are to be mailed or e-mailed is:	Areawide Council on Aging of Broward County, Inc. 5300 Hiatus Road, Sunrise, FL 33351 fiscal@adrcbroward.org
e.	The name, address, and telephone number of the Program Specialist for the Council for this Contract is:	Ingrid Schenk Areawide Council on Aging of Broward County, Inc. 5300 Hiatus Road, Sunrise, FL 33351 (954) 745-9567
Upon change of representatives (names, addresses, telephone numbers) by either party, notice will be provided in writing to the other party and the notification attached to the originals of this Contract.		

9. All Terms and Conditions Include:

This Contract and its ATTACHMENTS I-IX, any exhibits referenced in said attachments, together with any documents incorporated by reference, contain all the terms and conditions agreed upon by the Parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations or agreements, either written or verbal between the Parties. By signing this Contract, the Parties agree that they have read and agree to the entire Contract.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS THEREOF, the parties hereto have caused this 40 page contract to be executed by their undersigned officials as duly authorized.

CONTRACTOR: **City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging**	**Areawide Council on Aging of Broward County, Inc.**
BOARD PRESIDENT OR AUTHORIZED DESIGNEE	
SIGNED BY:	SIGNED BY:
NAME:	NAME:
TITLE:	TITLE:
DATE:	DATE:

FEDERAL ID NUMBER: 59-6000305
FISCAL YEAR-END DATE: September 30
DUNS: 086-382-090

ATTACHMENT I

STATEMENT OF WORK
LOCAL SERVICE PROGRAM

SECTION I: SERVICES TO BE PROVIDED

A. DEFINITIONS OF TERMS AND ACRONYMS

1. Contract Acronyms

Activities of Daily Living (ADLs)
Assessed Priority Consumer List (APCL)
Enterprise Client Information and Registration Tracking System (eCIRTS)
Code of Federal Regulations (CFR)
Corrective Action Plan (CAP)
Department of Elder Affairs (DOEA)
Florida Administrative Code (F.A.C)
Florida Statutes (F.S.)
Instrumental Activities of Daily Living (IADLs)
Local Services Program (LSP)
Notice of Instruction (NOI)
Planning and Service Area (PSA)
Service Provider Application (SPA)
Summary of Programs and Services (SOPS)
United States Code (U.S.C.)

2. Program Specific Terms

Department of Elder Affairs Programs and Services Handbook (DOEA Handbook). An official document of DOEA. The DOEA Handbook includes program policies, procedures, and standards applicable to agencies which are recipients of DOEA-funded programs, and providers of program-funded services. An annual update is provided through a NOI.

Functional Assessment: A comprehensive, systematic, and multidimensional review of a person's ability to remain living independently in the least restrictive living arrangement.

NOI: DOEA's established method to communicate to the Contractor and subcontractor the requirements to perform specific tasks or activities in a particular manner. NOIs are located on the DOEA website.

Program Highlights: Success stories, quotes, testimonials, or human-interest vignettes that are used in the Summary of Programs and Services (SOPS) to demonstrate how programs and services help elders, families, and caregivers.

Proviso: Language used in a general appropriations bill to qualify or restrict the way in which a specific appropriation is to be expended.

Service Provider Application (SPA): A plan developed by the Contractor outlining a comprehensive and coordinated service delivery system in its PSA in accordance with the Section

306 of the Older Americans Act (42 U.S.C. Section 3026) and Council instructions. The SPA includes performance measures and unit rates per service offered.

Service Provider Application (SPA) Update: A revision to the SPA wherein the Contractor provides HCE-specific data for the Council to enter into eCIRTS. An update may also include other revisions to the SPA as instructed by the Council.

Summary of Programs and Services (SOPS): A document produced by the DOEA and updated yearly to provide the public and the Legislature with information about programs and services for Florida's elders.

B. GENERAL DESCRIPTION

1. General Statement
The LSP provides long-term care alternatives enabling elders to maintain an acceptable quality of life in their own homes and to avoid or delay nursing home placement.

2. Local Service Program (LSP) Mission Statement
The LSP provides community-based services to preserve elders' independence, support caregivers, and target at-risk persons. Through the provision of meals, transportation, caregiver support, in-home services, expanded respite, adult day care, or other services authorized by proviso, the LSP assists elders to live in the least restrictive environment that meets their needs.

3. Authority
The relevant authority governing LSP program include:

a. Sections 430.201 through 430.207, F.S.,

b. The State of Florida General Appropriations Act; and

c. The Catalog of State Financial Assistance (CSFA) Number 65.009.

4. Scope of Service
The Contractor is responsible for the programmatic, fiscal, and operational management of LSP. LSP services shall be provided in a manner consistent with the Contractor's current SPA and the current DOEA Handbook, which are hereby incorporated by reference. The Contractor agrees to be bound by all subsequent amendments and revisions to the DOEA Handbook, and the Contractor agrees to accept all such amendments and revisions via a NOI.

5. Major Program Goals
The major goals of the LSP are to ensure that:

a. LSP services are provided to individuals who need long-term care alternatives to maintain an acceptable quality of life in their own home; and

b. Nursing home placement in delayed or avoided because of the services provided in this program.

C. CLIENTS TO BE SERVED

1. General Eligibility
The LSP Program provides long-term care alternatives which assist elders in delaying or avoiding nursing home placement.

2. **Client Eligibility**
Clients eligible to receive services under this Contract must:

   a. Be at least 60 years of age or older, unless otherwise specified in the proviso authorizing the service; and

   b. Not be enrolled in any Medicaid capitated long-term care program, except consumers in need of Legal Assistance services and Congregate Nutrition Services, including transportation to and from congregate meal sites, provided through providers following Older Americans Act (OAA) program guidelines.

3. **Targeted Groups**
Priority for services provided under this Contract shall be given to those eligible persons assessed to be at risk of placement in an institution or as otherwise specified in the authorizing proviso.

4. **Client Determination**
The Council shall have final authority for the determination of client eligibility.

SECTION II: MANNER OF SERVICE PROVISION

A. SERVICE TASKS
In order to achieve the goals of the LSP program, the Contractor shall perform the following tasks:

1. **Client Eligibility Determination**
The Contractor shall ensure that applicant data is evaluated to determine eligibility. Eligibility to become a client is based on meeting the requirements described in this ATTACHMENT I, Section I.C.2 and Section I.C.3, of this Contract**.**

2. **Assessment and Prioritization of Service Delivery for New Clients**
The Contractor shall ensure the following criteria are used, to prioritize new clients for service delivery in the sequence below. It is not the intent of the Council to remove existing clients from services in order to serve new clients being assessed and prioritized for service delivery.

   a. Imminent Risk Individuals: Individuals in the community whose mental or physical health condition has deteriorated to the degree that self-care is not possible, there is no capable caregiver, and nursing home placement is likely within one (1) month or very likely within three (3) months.
   b. Regardless of referral source, individuals determined through the DOEA's functional assessment to be at a higher levels of frailty and risk of nursing home placement shall be given first priority.

3. **Program Services**
The Contractor shall ensure the provision of program services is consistent with the Contractor's current SPA, as updated and approved by the Council, and the current DOEA Handbook.

B. Staffing Requirements

1. **Staffing Levels**

The Contractor shall dedicate its own staff necessary to meet the obligations of this Contract and ensure that subcontractors dedicate adequate staff accordingly.

2. Professional Qualifications
The Contractor shall ensure that the staff responsible for performing any duties or functions within this Contract have the qualifications as specified in the DOEA Handbook.

3. Service Times
The Contractor shall ensure the availability of the services listed in this Contract are appropriate to meet client service needs, at a minimum, during normal business hours, or as otherwise specified in proviso. Normal business hours are defined as Monday through Friday, 8:00am to 5:00pm local time.

4. Use of Subcontractors
If this Contract involves the use of a subcontractor or third party, then the Contractor shall not delay the implementation of its contract with the subcontractor. If any circumstances occur that may result in a delay for a period of sixty (60) days or more of the initiation of the subcontract or in the performance of the subcontractor, the Contractor shall notify the Council's Program Specialist and the Council's Chief Financial Officer in writing of such delay.

The Contractor shall not permit a subcontractor to perform services related to this Contract without having a binding subcontractor contract executed. In accordance with Paragraph 25 of the Master Contract, the Council will not be responsible or liable for any obligations or claims resulting from such action.

a. Copies of Subcontracts
The Contractor shall submit a copy of all subcontracts to the Council's Program Specialist within thirty (30) days of the subcontract being executed.

b. Monitoring the Performance of Subcontractors
The Contractor shall perform at least one monitoring per year of each subcontractor, subrecipient, vendor, and/or consultant paid from funds provided under this Contract. The Contractor shall perform fiscal, administrative and programmatic monitoring of each subcontractor to ensure contractual compliance, fiscal accountability, programmatic performance, and compliance with applicable state and federal laws and regulations. The Contractor shall monitor to ensure that time schedules are met, the budget and scope of work is accomplished within the specified time periods and other performance goals stated in this Contract are achieved.

c. Copies of Subcontractor Monitoring Reports
The Contractor shall forward a copy of all subcontractor monitoring reports to the Council's Contract manager within thirty (30) days of the report being issued to the subcontractors, subrecipients, vendors, and/or consultants.

C. DELIVERABLES
The following section provides the specific quantifiable units of deliverables and source documentation required to evidence the completion of the task specified in this Contract.

1. Delivery of Service to Eligible Clients

The Contractor shall ensure the provision of the services to address the diverse needs of functionally impaired elders. The Contractor shall ensure performance and reporting of the following services per the Contractor's current approved Service Provider Application (SPA), the current DOEA Handbook, proviso language and ATTACHEMTN I, Section II.A.1. through Section II.A.3, of this Contract. Documentation of service delivery must include a report consisting of the following:

a. Number of clients served;

b. Number of service units provided by service; and

c. Rate per service unit with calculations that equal the total invoice amount.

2. Services and Units of Services

The Contractor shall ensure the provision of described in this Contract is performed in accordance with the current DOEA Handbook and the service tasks described in ATTACHMENT I, Section II.A, of this Contract. Units of service will be paid pursuant to the rate established in the SPA as updated, as shown in ATTACHMENT IV, Budget Summary as approved by the Council.

3. Administrative Responsibilities

The Contractor shall provide management and oversight of LSP Program operations in accordance with the current DOEA Handbook and the approved Contractor's Service Provider Application. Management and oversight of LSP Program operations include the following:

a. Developing a Service Provider Application and updating it annually, at a minimum, as directed by the Council;

b. Establishing vendor agreements at the PSA level, when applicable for LSP services according to manuals, rules, and agreement procedures of DOEA Handbook;

c. Providing technical assistance and training to subcontractors and vendors to ensure provision of quality services;

d. Monitoring and evaluating subcontractors and vendors for fiscal, administrative, and programmatic compliance;

e. Appropriately and timely submitting payments to subcontractors;

f. Arranging in-service training for staff and/or subcontractors at least annually;

g. Establishing procedures for handling client complaints and ensuring that subcontractors develop and implement complaint procedures to process and resolve client dissatisfaction with services. Complaint procedures shall address the quality and timeliness of services, subcontractor and direct service worker complaints, and any other issues related to complaints (other than termination, suspension or reduction in services) that require the grievance process as described in Appendix D of the current DOEA Handbook. The complaint procedures shall include notification to all clients of the complaint procedure and include tracking the date, nature of complaint, and the determination of each complaint;

h. Ensuring compliance with eCIRTS regulations;

i. Monitoring performance objective achievements specific to authorizing proviso in accordance with targets set by the Council and/or DOEA; and

j. Conducting annual client satisfaction surveys to evaluate and improve service delivery.

D. REPORTS

The Contractor shall respond within ten (10) business days or within deadlines established by the Council, to the Council's request for routine and/or special requests for information and ad hoc reports. The Contractor must establish due dates for any subcontractors that permit the Contractor to meet the Council's and/or the DOEA's reporting requirements.

1. Service Provider Application (SPA) Update and All Revisions Thereto

The Contractor is required to submit SPA and an annual update, wherein the Council enters LSP specific data, into the Enterprise Client Information and Registration Tracking System (eCIRTS). The Contractor may also be required to submit revisions to the SPA as instructed by the Council.

2. Enterprise Client Information and Registration Tracking System (eCIRTS)

The Contractor shall ensure timely input of LSP specific data into the eCIRTS. To ensure eCIRTS data accuracy, the Contractor shall use eCIRTS generated reports, which include the following:

a. Client Reports

b. Monitoring Reports

c. Services Reports

d. Miscellaneous Reports

e. Fiscal Reports

f. Outcome Measurement Reports

3. Service Costs Reports

The Contractor is required to submit to the Council a semi-annual and annual service cost reports, which reflect actual costs of providing each service by program. This report provides information for planning and negotiating unit rates. The semi-annual service cost report encompassing the six months ending 12/31/2026 is due on February 12, 2027. The annual service cost report encompassing the twelve months ending 6/30/2027 is due on August 13, 2027, which will be forward to DOEA.

4. Surplus/Deficit Report

The Contractor will submit a consolidated surplus/deficit report in a format provided by the Council to the Council's Program Specialist by the 5th business day of each month. This report is for all agreements and/or contracts between the Contractor and the Council. The report will include the following:

a. A list of all services and their current status regarding surplus or deficit;

b. The Contractor's detailed plan on how the surplus or deficit spending exceeding the threshold of plus or minus one percent (+/- 1%) will be resolved;

c. Recommendations to transfer funds to resolve surplus/deficit spending;

d. Input from the Contractor's Board of Directors, or governing body, on resolution of spending issues, if applicable

5. Program Highlights
The Contractor shall submit brief written narratives to the Council for publication in the Program Highlight sections of the DOEA's Summary of Programs and Services (SOPS), which is hereby incorporated by reference, to include any subsequent revisions thereof. The narratives shall reference specific events that have occurred since the last submission of Program Highlight narratives, including new success stories, quotes, testimonials, or human-interest vignettes. The narratives shall be written for a general audience, with no acronyms or technical terms. For all agencies or organizations that are referenced in the narratives, the Contractor shall provide a brief description of their mission or role. The active tense shall be consistently used in the narratives to identify the specific individuals or entities that performed the activities described in the narratives. The Contractor shall review and edit narratives for clarity, readability, relevance, specificity, human interest, and grammar prior to submitting them to the Council.

E. RECORDS AND DOCUMENTATION

1. Requests for Payment
The Contractor will maintain documentation to support payment requests that shall be available to the Council or authorized individuals upon request. Such documentation will be provided upon request to the Council or the Department of Financial Services.

2. eCIRTS Address Validation
The Contractor shall work with the Council to ensure that client addresses are correct in eCIRTS for disaster preparedness efforts. At least annually, and more frequently as needed, the Council will provide direction on how to validate eCIRTS addresses to ensure they can be mapped. The Contractor will receive a list of unmatched addresses that cannot be mapped, and the Contractor will be responsible for correcting the address and send a list to the Council with confirmed addresses. The Council will use this information to update maps, client rosters, and unmatched addresses and disseminate this information.

3. eCIRTS Data and Maintenance
The Contractor shall ensure the collection and maintenance of client and service information on a monthly basis from the Enterprise Client Information and Registration Tracking System (eCIRTS) or any such system designated by the Council. Maintenance includes valid exports and backups of all data and systems according to Council standards.

4. Data Integrity and Back up Procedures
The Contractor and subcontractors, among other requirements, must anticipate and prepare for the loss of information processing capabilities. The routine backing up of all data and software is required to recover from losses or outages of the computer system. Data and software essential to the continued operation of Contractor functions must be backed up. The security controls over the backup resources will be as stringent as the protection required of the primary resources. A copy of the backed up data be stored in a secure, offsite location.

5. Policies and Procedures for Records and Documentation
The Contractor shall maintain written policies and procedures for computer system backup and recovery and shall have the same requirement in its contracts and/or agreements with subcontractors. These policies and procedures will be made available to the Council upon request.

F. PERFORMANCE SPECIFICATIONS

1. Outcomes and Outputs (Performance Measures)
The Contractor must:

a. Ensure the prioritization of clients and provision of services to clients in accordance with ATTACHMENT I, Section II.A.1. through Section II.A.3. and Section II.C.1 through Section II.C.3 of this Contract;

b. Ensure the provision of services described in this Contract are in accordance with the current DOEA Handbook;

c. Timely and accurately submit to the Council all required documentation and reports described in this ATTACHMENT I, Sections II.D. of this Contract; and

d. Timely and accurately, in accordance with the Invoice Report Schedule, ATTACHMENT III of this Contract, submit to the Council Forms 105 & 106, ATTACHMENT V of this Contract, including supporting documentation.

2. Contract Monitoring
The Council will review and evaluate the performance of the Contractor under the terms of this Contract. Monitoring will be conducted through direct contact with the Contractor through telephone, in writing, or an on-site visit(s). The primary, secondary, or signatory of this Contract must be available for any on-site programmatic monitoring visit. The Council's determination of acceptable performance shall be conclusive. The Contractor agrees to cooperate with the Council in monitoring the progress of completion of the service tasks and deliverables. The Council may use, but is not limited to, one or more of the following methods for monitoring:

a. Desk reviews and analytical reviews;

b. Scheduled, unscheduled and follow-up on-site visits;

c. Client visits;

d. Review of independent auditor's reports;

e. Review of third-party documents and/or evaluation;

f. Review of progress reports;

g. Review of customer satisfaction surveys;

h. Agreed-upon procedures review by an external auditor or consultant;

i. Limited-scope reviews; and

j. Other procedures as deemed necessary.

G. Contractor Responsibilities

1. **Contractor Accountability**
All service tasks and deliverables pursuant to this Contract are solely and exclusively the responsibility of the Contractor and are tasks and deliverables for which, by execution of this Contract, the Contractor agrees to be held accountable.

2. **Coordination with Other Providers and/or Entities**
Notwithstanding that services for which the Contractor is held accountable involve coordination with other entities in performing the requirements of this Contract, the failure of other entities does not alleviate the Contractor from any accountability for tasks or services that the Contractor is obligated to perform pursuant to this Contract.

H. Council's Responsibilities

1. **Council Obligations**
The Council may, within its resources, provide technical support and/or assistance to the Contractor to assist the Contractor in meeting the requirements of this Contract. The Council's technical support/assistance or the lack thereof, does not relieve the Contractor from full performance of the contract requirements.

2. **Council Determinations**
The Council reserves the exclusive right to make certain determinations in the tasks and approaches used to perform tasks required by this Contract. The absence of the Council setting forth a specific reservation of rights does not mean that all other areas of this Contract are subject to mutual agreement.

SECTION III: METHOD OF PAYMENT

A. General Statement of Method of Payment
The method of payment for this Contract is a combination of advances, cost reimbursement, and a unit rate payment for services. The Council will pay the Contractor upon satisfactory completion of the Deliverables, as specified in ATTACHMENT I, Section II., Manner of Service Provision, of this Contract, and in accordance with other terms and conditions of this Contract.

1. **Unit Rate**
Payment for Unit Rates shall not exceed amounts established in the approved Service Provider Application.

2. **Advance Payment**
The Contractor may request up to two (2) months of advances at the start of the contract period to cover program administrative and service costs. The payment of an advance will be contingent upon the sufficiency and amount of funds released to the Department of Elder Affairs by the State of Florida ("budget release"). The Contractor will provide the Council's Chief Financial Officer documentation justifying the need for an advance and describing how the funds will be distributed. For the first month's advance request, the Contractor shall provide to the Council's Chief Financial Officer documentation justifying the need for an advance and describing how the funds will be

distributed. If the Contractor is requesting two (2) months of advances, documentation must be provided reflecting the cash needs of the Contractor within the initial two (2) months and should be supported through a cash-flow analysis or other information appropriate to demonstrate the Contractor's financial need for the second month of advances. The Contractor must also describe how the funds will be distributed for the first and second month. The Contractor's requests for advance require the approval of the Council's Chief Financial Officer. If sufficient budget is available, the Council will issue approved advance payments after July 1 of the contract year. The schedule for submission of advance requests (when available) is listed in the Invoice Report Schedule ATTACHMENT III, to this Contract.

a. All advance payments retained by the Contractor must be fully expended no later than September 30, 2026. Any portion of advance payments not expended must be recouped on report number 5, due to the Council on October 7, 2026, in accordance with the Invoice Report Schedule, ATTACHMENT III to this Contract.

b. All advance payments made to the Contractor shall be returned to the Council as follows: one-tenth (1/10) of the advance payment received shall be reported as an advance recoupment on each request for payment, starting with report number five, in accordance with the Invoice Report Schedule, ATTACHMENT III to this Contract.

B. Funding Distribution

The Contractor agrees to distribute funds as detailed in the SPA requested by the Council and the Budget Summary, ATTACHMENT IV to this Contract. The Contractor may request a budget revision by submitting a written request to the Council's Contract Manager. Upon approval, the Council's Chief Financial Officer will issue a budget revision letter. An amendment is required to change the total amount of this Contract.

C. Method of Invoice Payment

Payment shall be made upon the Contractor's presentation of an invoice subsequent to the acceptance and approval by the Council of the deliverables shown on the invoice. The form and substance of each invoice submitted by the Contractor shall be as follows:

1. Request payment monthly for the units of service established in the Contractor's approved Service Provider Application, provided in conformance with the requirements as described in the current DOEA Handbook, at the rates established in the Budget Summary, ATTACHMENT IV to this Contract. Any requested changes to the approved budget subsequent to the execution of this Contract must be submitted to the Council's Program Specialist for approval. Any changes to the total contract amount requires a formal contract amendment.

2. All requests for payment and expenditure reports submitted to support requests for payment shall be on Forms 105 and 106, ATTACHMENT V to this Contract. The Contractor will consolidate all requests for payment from subcontractors and expenditure reports that support requests for payment.

D. Payment Withholding

Any payment due by the Council under the terms of this Contract may be withheld pending the receipt and approval by the Council of all financial and programmatic reports due from the Contractor and any adjustments thereto, including any disallowance not resolved as outlined in Paragraph 27 of the Master Contract.

E. Date for Final Request for Payment

The final request for payment will be due to the Council no later than July 22, 2027.

F. eCIRTS Data Entries for Subcontractors

The Contractor and its subcontractor(s) shall enter all required data for clients and services in the eCIRTS database in accordance with the current DOEA Handbook and the eCIRTS User Manual – Aging Provider Network users (located in Documents on the eCIRTS Enterprise Application Services). Subcontractor(s) must enter this data into the eCIRTS prior to submitting their invoice to the Contractor. The Contractor shall establish deadlines for completing eCIRTS data entry and ensure compliance with due dates in the Invoice Report Schedule, ATTACHMENT III of this Contract.

G. Monthly eCIRTS Reports

The Contractor is required to run monthly eCIRTS's reports and verify that client and service data in the eCIRTS is accurate. This report must be submitted to the Council with the monthly request for payment and expenditure report and must be reviewed by the Council before the Contractor's request for payment and expenditure reports can be approved by the Council.

H. Corrective Action Plan

1. Contractor shall ensure 100% of the deliverables identified in ATTACHMENT I, Section II.C.1 through Section II.C.3 of this Contract are performed pursuant to Contract requirements.

2. If at any time the Contractor is notified by the Council's Program Specialist that it has failed to correctly, completely, adequately perform contract deliverables identified in ATTACHMENT I, Section II.C.1 through Section II.C.3 of this Contract, the Contractor will have ten (10) days to submit a Corrective Action Plan ("CAP") to the Council's Program Specialist that addresses the deficiencies and states how the deficiencies will be remedied within a time period approved by the Council's Program Specialist. The Council shall assess a Financial Consequence for Noncompliance on the Contractor as referenced in ATTACHMENT I, Section III.I of this Contract for each deficiency identified in the CAP which is not corrected pursuant to the CAP. The Council will also assess a Financial Consequence for failure to timely submit a CAP.

3. If the Contractor fails to correct an identified deficiency within the approved time period specified in the CAP, the Council shall deduct the percentage established in ATTACHMENT I, Section III.I. of this Contract from the payment for the invoice of the following month.

4. If Contractor fails to timely submit a CAP, the Council shall deduct the percentage established in ATTACHMENT I, Section III.I. of this Contract for each day the CAP is overdue. The deduction will be made from the payment for the invoice of the following month.

I. Financial Consequences

1. The Council will withhold or reduce payment if the Contractor fails to perform the deliverables to the satisfaction of the Council according to the requirements referenced in ATTACHMENT I, Section II.C of this Contract. The following financial consequences will be imposed if the deliverables stated do not meet in part or in whole the performance criteria as outlined in ATTACHMENT I, Section II.C of this Contract.

a. Delivery of services to eligible clients as referenced in ATTACHMENT I, Section II.A.1 through Section II.A.2 and Section II.C.1 of this Contract – Failure to comply with established assessment and prioritization criteria, as evidenced by the eCIRTS reports, will result in a 2% reduction of payment per business day. The reduction of payment will begin on the first business day following the Council's notification to the Contractor that the identified deficiency was not cured or satisfactorily addressed in accordance with the Council-approved CAP, referenced in ATTACHMENT I, Section III.H of this Contract.

b. Services and units of services as referenced in Section II.E.2. of this Contract – Failure to provide services in accordance with the current DOEA Programs and Services Handbook, the service tasks described in ATTACHMENT I, Section II.A of this Contract, and submission of required documentation will result in a 2% reduction of payment per business day. The reduction of payment will begin the first business day following the Council's notification to the Contractor that the identified deficiency is not cured or satisfactorily addressed in accordance with the Council approved CAP, referenced in ATTACHMENT I, Section III.H of this Contract.

c.

d. Administrative duties as referenced in Section II.C.3. of this Contract – Failure to perform management and oversight of LSP Program operations will result in a 2% reduction of payment per business day. The reduction of payment will begin the first business day following the Council's notification to the Contractor that the identified deficiency was not cured or satisfactorily addressed in accordance with the Council-approved CAP, referenced in ATTACHMENT I, Section III.H of this Contract.

e. Timely submission of a CAP – Failure to timely submit a CAP within 10 business days after notification of a deficiency by the DOEA Contract Manager will result in a 2% reduction of payment per business day the CAP is not received. The reduction of payment will begin the first business day following the Council's notification to the Contractor that the identified deficiency was not cured or satisfactorily addressed in accordance with the Council approved CAP, referenced in ATTACHMENT I, Section III.H of this Contract.

2. Exceptions may be granted solely, in writing, by the Council's Program Director.

SECTION IV. SPECIAL PROVISIONS

A. Date for Final Request for Budget Revisions

Final requests for budget revision or adjustments to Contract funds based on expenditures for services provided through June 30, 2027, must be submitted to the Program Specialist and the Chief Financial Officer, no later than June 30, 2027; email requests are considered acceptable.

B. Contractor's Financial Obligations

1. Use of Service Dollars and Assessed Priority Consumer List Management

The Contractor is expected to spend all federal, state and other funds provided by the Council for the purpose specified in this Contract. The Contractor must manage service funds in such a manner as to avoid having a wait list and a surplus of funds at the end of the contract period for each program managed by the Contractor. If the Council determines that the Contractor is not spending service funds accordingly, the Council may transfer funds to other service areas during the contract period and/or adjust subsequent funding allocations accordingly, as allowable under state and federal law.

C. Contract Limits

In no case shall the Contractor be required to incur costs in excess of the contract amount in providing services to the clients.

D. Remedies- Nonconforming Services

1. The Contractor shall ensure that all goods and/or services provided under this Contract are delivered timely, completely and commensurate with required standards of quality. Such goods and/or services will only be delivered to eligible program participants.

2. If the Contractor fails to meet the prescribed quality standards for services, such services will not be reimbursed under this Contract. In addition, any nonconforming goods and/or services not meeting such standards will not be reimbursed under this Contract. The Contractor's signature on the Forms 106 and 105, ATTACHMENT V of this Contract, certifies maintenance of supporting documentation and acknowledgement that the Contractor shall solely bear the costs associated with preparing or providing nonconforming goods and/or services. The Council requires immediate notice of any significant and/or systemic infractions that compromise the quality, security or continuity of services to clients.

E. Incident Reporting

The Contractor shall notify the Council immediately, but no later than forty-eight (48) hours from, the Contractor's awareness or discovery of conditions that may materially affect the Contractor or subcontractor's ability to perform the services required to be performed under any contract or agreement which incorporates Master Contract by reference and in authorizing proviso. Such notice shall be made orally to the Council's Program Director (by telephone) with an email to immediately follow, including the Contractor's plan for provision of services authorized in proviso.

F. Investigation of Criminal Allegations

Any report that implies criminal intent on the part of the Contractor or any subcontractors, if known to Contractor, and referred to a governmental or investigatory agency must be sent to the Council. If the Contractor has reason to believe that the allegations will be referred to the State Attorney, a law enforcement agency, the United States Attorney's office, or governmental agency, the Contractor shall notify the Council immediately. A copy of all documents, reports, notes, or other written material concerning the investigation, whether in the possession of the Contractor or subcontractors, must be sent to the Council with a summary of the investigation and allegations.

G. Volunteers

The Contractor shall ensure the use of trained volunteers in providing direct services delivered to older individuals and individuals with disabilities needing such services. If possible, the Contractor shall work in coordination with organizations that have experience in providing training, placement, and stipends for volunteers or participants (such as the Senior Community Service Employment Program or organizations carrying out federal service programs administered by the Corporation for National and Community Service), in community service settings.

H. Enforcement

1. The Council may, without taking any intermediate measures available to it against the Contractor, rescind the Contractor's designation as a Contractor, if the Council finds that:

   a. An intentional or negligent act of the Contractor has materially affected the health, welfare, or safety of clients served pursuant to any contract or agreement incorporating Master

Contract by reference, or substantially and negatively affected the operation of an aging services program covered under any contract or agreement;

b. The Contractor lacks financial stability sufficient to meet contractual obligations or that contractual funds have been misappropriated;

c. The Contractor has committed multiple or repeated violations of legal and regulatory standards, regardless of whether such laws or regulations are enforced by the Council, or the Contractor has committed or repeated violations of Council standards;

d. The Contractor has failed to continue the provision or expansion of services after the declaration of a state of emergency;

e. The Contractor has exceeded its authority or otherwise failed to adhere to the terms of Master Contract and any contract or agreement incorporating Master Contract by reference;

f. The Contractor has failed to properly determine client eligibility as defined by the Council or efficiently manage program budgets; or

g. The Contractor has failed to implement and maintain a Council-approved client grievance resolution procedure.

2. In making any determination under this provision the Council may rely upon the findings of another state or federal agency, or other regulatory body. Any claims for damages for breach of any contract or agreement incorporating Master Contract by reference are exempt from administrative proceedings and shall be brought before the appropriate entity in the venue of Broward County, Florida.

I. Contract Modifications

The Council's Program Director has the authority to modify and/or extend deliverable deadlines. All deliverable extension requests must be made to the Council's Program Director, in writing, prior to the required deadline. All approvals for deliverable extensions must be communicated, in writing, by the Council's Program Director to the Contractor and are subject to the discretion of the Council's Program Director. The requests and the approval must occur prior to the established deadline. An e-mail writing (request and response) is considered acceptable.

END OF ATTACHMENT I

ATTACHMENT II

FINANCIAL AND COMPLIANCE AUDIT

The administration of resources awarded by the Council to the Contractor may be subject to audits and/or monitoring by the Council, as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200 (formerly OMB Circular A-133 as revised), and Section 215.97, F.S., (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by the Council staff, limited scope audits, and/or other procedures. By entering into this Contract, the Contractor agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Council. In the event the Council determines that a limited scope audit of the Contractor is appropriate, the provider agrees to comply with any additional instructions provided by the Council to the provider regarding such audit. The Contractor further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Council or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the Contractor is a State or local government or a non-profit organization as defined in 2 CFR Part 200, Subpart A.

In the event that the Contractor expends $750,000.00 or more in federal awards during its fiscal year, the Contractor must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200. EXHIBIT 2 indicates federal resources awarded through the Council by this Contract. In determining the federal awards expended in its fiscal year, the provider shall consider <u>all sources</u> of Federal awards, including federal resources received from the Council. The determination of amounts of Federal awards expended should be in accordance with 2 CFR Part 200. An audit of the Contractor conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200 will meet the requirements of this part.

In connection with the audit requirements addressed in Part I, paragraph 1, the Contractor shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §200.508.

If the Contractor expends less than $750,000.00 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR Part 200 is not required. In the event that the Contractor expends less than $750,000.00 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200 the cost of the audit must be paid from non-federal resources (i.e., the cost of such audit must be paid from Contractor resources obtained from other than federal entities.)

An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to contract with the Council shall be based on the contract's requirements, including any rules, regulations, or statutes referenced in the contract. The financial statements shall disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due to the Council shall be fully disclosed in the audit report with reference to the Council contract involved. If not otherwise disclosed as required by 2 CFR §200.510 the schedule of expenditures of federal awards shall identify expenditures by contract number for each contract with the Council in effect during the audit period. Financial reporting packages required under this part must be submitted within the <u>earlier of</u> 30 days after receipt of the audit report or 9 months after the end of the Contractor's fiscal year end.

PART II: STATE FUNDED

This part is applicable if the Contractor is a non-state entity as defined by Section 215.97(2), F.S.

In the event that the Contractor expends a total amount of state financial assistance equal to or in excess of $750,000.00 in any fiscal year of such Contractor, the Contractor must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 2, Financial Compliance Audit Attachment to this Contract indicates state financial assistance awarded through the Council by this Contract. In determining the state financial assistance expended in its fiscal year, the provider shall consider all sources of state financial assistance, including state financial assistance received from the Council, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.

In connection with the audit requirements addressed in Part II, paragraph 1, the Contractor shall ensure that the audit complies with the requirements of Section 215.97(8), F.S. This includes submission of a financial reporting package as defined by Section 215.97(2), F.S., and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

If the Contractor expends less than $750,000.00 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, F.S., is not required. In the event that the Contractor expends less than $750,000.00 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, F.S., the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the provider resources obtained from other than State entities).

An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to contracts with the Council shall be based on the contract's requirements, including any applicable rules, regulations, or statutes. The financial statements shall disclose whether or not the matching requirement was met for each applicable agreement. All questioned costs and liabilities due to the Council shall be fully disclosed in the audit report with reference to the Council contract involved. If not otherwise disclosed as required by Rule 69I-5.003, F.A.C., the schedule of expenditures of state financial assistance shall identify expenditures by contract number for each contract with the Council in effect during the audit period. Financial reporting packages required under this part must be submitted within 45 days after delivery of the audit report, but no later than 12 months after the Contractor's fiscal year end for local governmental entities. Non-profit or for-profit organizations are required to be submitted within 45 days after delivery of the audit report, but no later than 9 months after the Contractor's fiscal year end. Notwithstanding the applicability of this portion, the Council retains all right and obligation to monitor and oversee the performance of this contract as outlined throughout this document and pursuant to law.

PART III: REPORT SUBMISSION

Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200 and required by PART I of this Financial Compliance Audit Attachment shall be submitted, when required by 2 CFR §200.512 by or on behalf of the provider directly to each of the following:

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

Pursuant to 2 CFR §200.512, all other Federal agencies, pass-through entities and others interested in a reporting package and data collection form must obtain it by accessing the Federal Audit Clearinghouse.

The Contractor shall submit a copy of any management letter issued by the auditor, to the Council at the following address:
Areawide Council on Aging of Broward County, Inc.
5300 Hiatus Road Sunrise, FL 33351

Additionally, copies of financial reporting packages required by PART II of this Financial Compliance Audit Attachment shall be submitted by or on behalf of the Contractor directly to each of the following:

The Council at the following address:
Areawide Council on Aging of Broward County, Inc.
5300 Hiatus Road Sunrise, FL 33351

The Auditor General's Office at the following address:
State of Florida Auditor General
Claude Pepper Building, Room 574
111 West Madison Street Tallahassee, Florida 32399-1450

Any reports, management letter, or other information required to be submitted to the Council pursuant to this contract shall be submitted timely in accordance with 2 CFR Part 200, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Contractors, when submitting financial reporting packages to the Council for audits done in accordance with 2 CFR Part 200 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Contractor in correspondence accompanying the reporting package.

PART IV: RECORD RETENTION
The provider shall retain sufficient records demonstrating its compliance with the terms of this Contract for a period of six (6) years from the date the audit report is issued, and shall allow the Council or its designee, the CFO or Auditor General access to such records upon request. The provider shall ensure that audit working papers are made available to the Council or its designee, CFO, or Auditor General upon request for a period of six (6) years from the date the audit report is issued, unless extended in writing by the Council.

END OF ATTACHMENT II

EXHIBIT 1

PART I: AUDIT RELATIONSHIP DETERMINATION

Contractors who receive state or federal resources may or may not be subject to the audit requirements of 2 CFR Part 200 and/or Section 215.97, F.S. Contractors who are determined to be recipients or sub-recipients of federal awards and/or state financial assistance may be subject to the audit requirements if the audit threshold requirements set forth in Part I and/or Part II of Exhibit 1 are met. Providers who have been determined to be vendors are not subject to the audit requirements of 2 CFR §200.38, and/or Section 215.97, F.S. Regardless of whether the audit requirements are met, providers who have been determined to be recipients or sub-recipients of Federal awards and/or state financial assistance must comply with applicable programmatic and fiscal compliance requirements.

In accordance with 2 CFR Part 200 and/or Rule 69I-5.006, FAC, Contractor has been determined to be:

_____Vendor not subject to 2 CFR §200.38 and/or Section 215.97, F.S.

_X__Recipient/sub-recipient subject to 2 CFR §200.86 and §200.93 and/or Section 215.97, F.S.

_____Exempt organization not subject to 2 CFR Part 200 and/or Section 215.97, F.S. For Federal awards, for-profit organizations are exempt; for state financial assistance projects, public universities, community colleges, district school boards, branches of state (Florida) government, and charter schools are exempt. Exempt organizations must comply with all compliance requirements set forth within the contract or award document.

NOTE: If a Contractor is determined to be a recipient/sub-recipient of federal and or state financial assistance and has been approved by the Council to subcontract, they must comply with Section 215.97(7), F.S., and Rule 69I-5.006, F.A.C. [state financial assistance] and 2 CFR §200.330[federal awards].

PART II: FISCAL COMPLIANCE REQUIREMENTS

FEDERAL AWARDS OR STATE MATCHING FUNDS ON FEDERAL AWARDS. Contractors who receive Federal awards, state maintenance of effort funds, or state matching funds on Federal awards and who are determined to be a subrecipient must comply with the following fiscal laws, rules and regulations:

STATES, LOCAL GOVERNMENTS AND INDIAN TRIBES MUST FOLLOW:

- 2 CFR §200.416 - §200.417 – Special Considerations for States, Local Governments and Indian Tribes*
- 2 CFR §200.201 – Administrative Requirements**
- 2 CFR §200 Subpart F – Audit Requirements
- Reference Guide for State Expenditures
- Other fiscal requirements set forth in program laws, rules and regulations

NON-PROFIT ORGANIZATIONS MUST FOLLOW:

- 2 CFR §200.400 - §200.411 – Cost Principles*
- 2 CFR §200.100 – Administrative Requirements
- 2 CFR §200 Subpart F – Audit Requirements
- Reference Guide for State Expenditures
- Other fiscal requirements set forth in program laws, rules and regulations

EDUCATIONAL INSTITUTIONS (EVEN IF A PART OF A STATE OR LOCAL GOVERNMENT) MUST FOLLOW:

- 2 CFR §200.418 – §200.419 – Special Considerations for Institutions of Higher Education*
- 2 CFR §200.100 – Administrative Requirements
- 2 CFR §200 Subpart F – Audit Requirements
- Reference Guide for State Expenditures
- Other fiscal requirements set forth in program laws, rules and regulations

*Some Federal programs may be exempted from compliance with the Cost Principles Circulars as noted in 2 CFR §200.400(5) (c).
**For funding passed through U.S. Health and Human Services, 45 CFR 75; for funding passed through U.S. Department of Education, 34 CFR 80.

STATE FINANCIAL ASSISTANCE. Contractors who receive state financial assistance and who are determined to be a recipient/sub-recipient must comply with the following fiscal laws, rules and regulations:

Section 215.97 & 215.971, F.S.
Chapter 69I-5, F.A.C.
State Projects Compliance Supplement
Reference Guide for State Expenditures
Other fiscal requirements set forth in program laws, rules and regulations

END OF EXHIBIT 1

EXHIBIT 2

FUNDING SUMMARY

Note: Title 2 CFR, as revised, and Section 215.97, F.S., require that the information about Federal Programs and State Projects included in Attachment II, Exhibit 1, be provided to Contractor. Information contained herein is a prediction of funding sources and related amounts on the contract budget.

1. FEDERAL RESOURCES AWARDED TO THE SUBRECIPIENT PURSUANT TO THIS CONTRACT CONSISTS OF THE FOLLOWING:

Program Title	Year	Funding Source	CFDA/ CSFA #	Amount
TOTAL FUNDS CONTAINED IN THIS CONTRACT:				

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS CONTRACT ARE AS FOLLOWS:

FEDERAL FUNDS:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. OMB Circular A-133 – Audits of States, Local Governments, Non-Project Organizations.

2. STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS CONTRACT CONSIST OF THE FOLLOWING:

MATCHING RESOURCES FOR FEDERAL PROGRAMS

PROGRAM TITLE	FUNDING SOURCE	CFDA	AMOUNT
TOTAL STATE AWARD			**$0**

STATE FINANCIAL ASSISTANCE SUBJECT TO Sec. 215.97, F.S.

PROGRAM TITLE	FUNDING SOURCE	CSFA	AMOUNT
Local Service Programs	General Revenue	65.009	$ 118,380.00
TOTAL AWARD			**$ 118,380.00**

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS CONTRACT ARE AS FOLLOWS:

STATE FINANCIAL ASSISTANCE

Section 215.97 & 215.971, F.S., Chapter 69I-5, F.A.C, State Projects Compliance Supplement
Reference Guide for State Expenditures
Other fiscal requirements set forth in program laws, rules and regulations

ATTACHMENT III

LOCAL SERVICE PROGRAM

INVOICE REPORT SCHEDULE

Report Number	Based On	Due to Council On This Date
1	July Advance*	July 3
2	August Advance*	July 3
3	July Expenditure Report	August 7
4	August Expenditure Report	September 7
5	September Expenditure Report	October 7
6	October Expenditure Report	November 6
7	November Expenditure Report	December 7
8	December Expenditure Report	January 8
9	January Expenditure Report	February 5
10	February Expenditure Report	March 5
11	March Expenditure Report	April 7
12	April Expenditure Report	May 7
13	May Expenditure Report	June 7
14	June Expenditure Report	July 7
15	Final Expenditure	July 22

Legend: * Advance based on projected cash need as supported by a cash-flow analysis is or other information appropriate to demonstrate the Contractor financial need for the advance.

Note # 1: Report #1 and #2 for Advance Basis Contracts cannot be submitted to the DOEA prior to July 1 or until the Contract with the Council has been executed and a copy sent to DFS.

Note # 2: Report numbers 3 through 14 will reflect an adjustment of one twelve of the total advance amount, on each of the reports respectively, repaying advances on the contract. The adjustment will be recorded in Part C, 1 of the report.

Note # 3: Submission of expenditure reports may or may not generate a payment request. If final expenditure report reflects funds due back to the Council, payment is to accompany the report.

Note # 4: Reports submitted after the 10th of the month will be processed the following month. This rule will be enforced.

ATTACHMENT IV

The Budget is pending.

ATTACHMENT V

Forms 105 and 106

Sub Contractor for PSA #10
ADRC of Broward County

CONTRACT #

RECEIPTS AND UNIT COST REPORT
PROGRAM

PROVIDER NAME, ADDRESS, PHONE # and FEID#	FUNDING SOURCE:	THIS REPORT PERIOD
PROVIDER NAME ADDRESS ADDRESS Tel: 954-XXX-XXXX Fax: 954-XXX-XXXX FEID #: 59-XXXXXXX	Program	**MONTH** **REPORT #:** **CONTRACT PERIOD:** **CONTRACT #** **PSA #: 10**

CERTIFICATION: I certify to the best of my knowledge and belief that the report is complete and correct and all outlays herein are for purposes set forth in the contract. Further, I certify that the attached monthly and YTD service units /undup clients' report is correct.

Prepared By: Date: Approved By: Date:

PART a: INCOME / RECEIPTS	A. Approved Budget	B. Actual Receipts for	C. Total Receipts Year to Date	D. % Of Approved Budget
1. Federal Funds				
2. State Funds	$0.00	$0.00	$0.00	#DIV/0!
3. Program Income				
4. Local Cash Match				
5. SUBTOTAL: CASH RECEIPTS	$0.00	$0.00	$0.00	#DIV/0!
6. Local In-Kind match				
7. TOTAL RECEIPTS	$0.00	$0.00	$0.00	#DIV/0!

PART b: UNIT COST REPORT

(A) SERVICE	(B) CONTRACT AMOUNT	(C) UNITS	(D) UNIT RATE	(E) AMOUNT EARNED THIS PERIOD	(F) AMOUNT PREV. EARNED	(G) AMOUNT EARNED YTD	YTD Units
FIXED SERVICES							
				$0.00	$0.00	$0.00	#DIV/0!
				$0.00	$0.00	$0.00	#DIV/0!
				$0.00	$0.00	$0.00	
				$0.00	$0.00	$0.00	
				$0.00	$0.00	$0.00	
				$0.00	$0.00	$0.00	
	$0.00			$0.00	$0.00	$0.00	

PART c: OTHER REVENUE / PROGRAM INCOME	A. Total - Current Month	B. Total - Year To Date
1.CONTRIBUTIONS: (EXCLUDES CLIENT CO-PAY COLLECTIONS)	$0.00	$0.00
2.CLIENT CO-PAY ASSESSED	$0.00	$0.00
3.CLIENT CO-PAY COLLECTIONS	$0.00	$0.00
4.INTEREST (NET AMOUNT NOT RETURNED)	$0.00	$0.00
5.MATCH VALUATION (INCLUDES CASH & IN-KIND)	$0.00	$0.00

PSA #10 Form 105, Dated July 1997

CONTRACT #

CASH ADVANCE AND CONTRACT PAYMENT REQUEST FORM
PROGRAM
FUNDING SOURCE

PROVIDER NAME, ADDRESS, PHONE & FEID #	TYPE OF REPORT:	THIS REQUEST PERIOD:
PROVIDER NAME ADDRESS ADDRESS Tel: 954-XXX-XXXX Fax: 954-XXX-XXXX FEID #: 59-XXXXXXX	**A. PAYMENT REQUEST:** **Regular X Supplemental** **B. METHOD OF PAYMENT:** **Advance Reimbursement X**	**MONTH** **REPORT #:** **CONTRACT PERIOD:** **CONTRACT #** **PSA#: 10**

CERTIFICATION: I hereby certify that this request or refund conforms with the terms of the above contract.

Prepared By: Date: Approved By: Date:

PART A: CONTRACT FUNDS SUMMARY	**SERVICE**	**SERVICE**	**SERVICE**	**TOTAL**
1. Approved Contract Amount	$0.00	$0.00	$0.00	$0.00
2. Previous Funds Requested for Contract Period	$0.00	$0.00	$0.00	$0.00
3 Contract Funds Available	$0.00	$0.00	$0.00	$0.00
PART B: CONTRACT FUNDS REQUESTED:				
1. Cash Advances (1st-2nd Months)	$0.00	$0.00	$0.00	$0.00
2. Amount Earned This Period= to PSA #10 Form 105Z Part B , Column E)	$0.00	$0.00	$0.00	$0.00
3. Total	$0.00	$0.00	$0.00	$0.00
PART C: NET FUNDS REQUESTED:				
1. Less Overadvance	$0.00	$0.00	$0.00	$0.00
2. Contract Funds Are Hereby RequestedPart B Line 4 minus Part C line 1) (Not to exceed Part A Line 5)	$0.00	$0.00	$0.00	$0.00
ADVANCE EARNED	$0.00	$0.00	$0.00	$0.00
Advance Remaining	$0.00	$0.00	$0.00	$0.00

PSA #10 FORM 106, Dated July 97

AAA Office Use Only

BATCH #: ____________________

VENDOR ID:P-PROVIDER

DESC: PROVIDER PROGRAM MM/YYYY

ACCOUNT #: ____________________________.

CHECK # ____________ CHECK DATE: ______________________________

INPUT: ______________ APPROVAL:________________________________

ATTACHMENT VI

CERTIFICATIONS AND ASSURANCES

Council will not award this Contract unless Contractor completes the CERTIFICATIONS AND ASSURANCES contained in this Attachment. In performance of this Contract, Contractor provides the following certifications and assurances:

A. Debarment and Suspension Certification (29 CFR Part 95 and 45 CFR Part 75)
B. Certification Regarding Lobbying (29 CFR Part 93 and 45 CFR Part 93)
C. Nondiscrimination & Equal Opportunity Assurance (29 CFR Part 37 and 45 CFR Part 80)
D. Certification Regarding Public Entity Crimes, section 287.133, F.S.
E. Association of Community Organizations for Reform Now (ACORN) Funding Restrictions Assurance (Pub. L. 111-117)
F. Scrutinized Companies Lists and No Boycott of Israel Certification, section 287.135, F.S.
G. Certification Regarding Data Integrity Compliance for Contracts, Agreements, Grants, Loans and Cooperative Agreements
H. Verification of Employment Status Certification
I. Records and Documentation
J. Certification Regarding Inspection of Public Records

A. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTIONS.

The undersigned Contractor certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;
2. Have not within a three-year period preceding this Contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A.2. of this certification; and/or
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause of default.

The undersigned shall require that language of this certification be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients and contractors shall provide this certification accordingly.

B. CERTIFICATION REGARDING LOBBYING – Certification for Contracts, Grants, Loans, and Cooperative Agreements.

The undersigned Contractor certifies, to the best of its knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative.
agreement, the undersigned shall also complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
The undersigned shall require that language of this certification be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients and contractors shall certify and disclose accordingly.
This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

C. NON DISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE (29 CFR PART 37 AND 45 CFR PART 80).

As a condition of the Contract, Contractor assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

1. Section 188 of the Workforce Investment Act of 1998 (WIA), (Pub. L. 105-220), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I-financially assisted program or activity;
2. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Council.
3. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112) as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 84), to the end that, in accordance with Section 504 of that Act, and the Regulation, no otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Council.
4. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Council.
5. Title IX of the Educational Amendments of 1972 (Pub. L. 92-318), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 86), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education program or activity for which the Applicant receives Federal financial assistance from the Council.
6. The American with Disabilities Act of 1990 (Pub. L. 101-336), prohibits discrimination in all employment practices, including, job application procedures, hiring, firing, advancement, compensation, training, and other terms, conditions, and privileges of employment. It applies to

recruitment, advertising, tenure, layoff, leave, fringe benefits, and all other employment-related activities, and;

7. Contractor also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to Contractor's operation of the WIA Title I – financially assisted program or activity, and to all contracts Contractor makes to carry out the WIA Title I – financially assisted program or activity. Contractor understands that DOEA and the United States have the right to seek judicial enforcement of the assurance.

The undersigned shall require that language of this certification be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients and contractors shall provide this certification accordingly.

D. CERTIFICATION REGARDING PUBLIC ENTITY CRIMES, SECTION 287.133, F.S.

Contractor hereby certifies that neither it, nor any person or affiliate of Contractor, has been convicted of a Public Entity Crime as defined in section 287.133, F.S., nor placed on the convicted vendor list.
Contractor understands and agrees that it is required to inform Council immediately upon any change of circumstances regarding this status.

E. ASSOCIATION OF COMMUNITY ORGANIZATIONS FOR REFORM NOW (ACORN) FUNDING RESTRICTIONS ASSURANCE (Pub. L. 111-117).

As a condition of the Contract, Contractor assures that it will comply fully with the federal funding restrictions pertaining to ACORN and its subsidiaries per the Consolidated Appropriations Act, 2010, Division E, Section 511 (Pub. L. 111-117). The Continuing Appropriations Act, 2011, Sections 101 and 103 (Pub. L. 111-242), provides that appropriations made under Pub. L. 111-117 are available under the conditions provided by Pub. L. 111-117.
The undersigned shall require that language of this assurance be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub recipients and contractors shall provide this assurance accordingly.

F. SCRUTINIZED COMPANIES LISTS CERTIFICATION AND NO BOYCOTT OF ISRAEL CERTIFICATION, SECTION 287.135, F.S.

In accordance with section 287.135,F.S., Contractor hereby certifies that it has not been placed om the Scrutinized Companies that Boycott Israel List and that is not engaged in a boycott of Israel.
If this Contract is in the amount of $1 million or more, in accordance with the requirements of section 287.135, F.S., Contractor hereby certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists and that it is not engaged in business operations in Cuba or Syria.
Contractor understands that pursuant to section 287.135, F.S., the submission of a false certification may result in the Council terminating this Contract and the submission of a false certification may subject Contractor to civil penalties, attorney's fees, and/or costs, including any costs for investigationsthat led to the finding of false certification.
If Contractor is unable to certify to any of the statements in this certification, Contractor shall attach an explanation to this Contract.

G. CERTIFICATION REGARDING DATA INTEGRITY COMPLIANCE FOR CONTRACT, AGREEMENTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

1. The Contractor and any Subcontractors of services under this Contract have financial management systems capable of providing certain information, including: (1) accurate, current, and complete

disclosure of the financial results of each grant-funded project or program in accordance with the prescribed reporting requirements; (2) the source and application of funds for all contract supported activities; and (3) the comparison of outlays with budgeted amounts for each award. The inability to process information in accordance with these requirements could result in a return of grant funds that have not been accounted for properly.

2. Management Information Systems used by the Contractor, Subcontractors, or any outside entity on which the Contractor is dependent for data that is to be reported, transmitted or calculated, have been assessed and verified to be capable of processing data accurately, including year-date dependent data. For those systems identified to be non-compliant, Contractors will take immediate action to assure data integrity.
3. If this Contract includes the provision of hardware, software, firmware, microcode or imbedded chip technology, the undersigned warrants that these products are capable of processing year-date dependent data accurately. All versions of these products offered by the Contractor (represented by the undersigned) and purchased by the state will be verified for accuracy and integrity of data prior to transfer.
4. In the event of any decrease in functionality related to time and date related codes and internal subroutines that impede the hardware or software programs from operating properly, the Contractor agrees to immediately make required corrections to restore hardware and software programs to the same level of functionality as warranted herein, at no charge to the state, and without interruption to the ongoing business of the state, time being of the essence.
5. The Contractor and any Subcontractors of services under this Contract warrant their policies and procedures include a disaster plan to provide for service delivery to continue in case of an emergency including emergencies arising from data integrity compliance issues.

H. VERIFICATION OF EMPLOYMENT STATUS CERTIFICATION

As a condition of contracting with the Council, Contractor certifies the use of the U.S. Department of Homeland Security's E-verify system to verify the employment eligibility of all new employees hired by Contractor during the contract term to perform employment duties pursuant to this Contract and that any subcontracts include an express requirement that subcontractors performing work or providing services pursuant to this Contract utilize the E-verify system to verify the employment eligibility of all new employees hired by the subcontractor during the entire Contract term.

The Contractor shall require that the language of this certification be included in all subcontract, subgrants, and other agreements and that all subcontractors shall certify compliance accordingly.

This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract imposed by OMB Circulars A-102 and 2 CFR Part 200, and 215 (formerly OMB Circular A-110).

I. RECORDS AND DOCUMENTATION

The Contractor agrees to make available to Council staff and/or party designated by the Council any and all contract related records and documentation. The Contractor shall ensure the collection and maintenance of all program related information and documentation of any such system designated by the Council. Maintenance includes valid exports and backups of all data and systems according to Council standards.

J. CERTIFICATION REGARDING INSPECTION OF PUBLIC RECORDS

1. In addition to the requirements of Sections 10.1of the Master Contract, and 119.0701(3) and (4) F.S., and any other applicable law, if a civil action is commenced as contemplated by section 119.0701(4), F.S., and the Council is named in the civil action, Contractor agrees to indemnify and hold harmless the Council for any costs incurred by the Council, and any attorneys' fees assessed

or awarded against the Council from a Public Records Request made pursuant to Chapter 119, F.S., concerning this Contract or services performed thereunder.

a. Notwithstanding section 119.0701, F.S., or other Florida law, this section is not applicable to contracts executed between the Council and state agencies or subdivisions defined in section 768.28(2), F.S.

2. Section 119.01(3), F.S., states if public funds are expended by an agency in payment of dues or membership contributions for any person, corporation, foundation, trust, association, group, or other organization, all the financial, business, and membership records of such an entity which pertain to the public agency (Florida Department of Elder Affairs) are public records. Section 119.07, F.S, states that every person who has custody of such a public record shall permit the record to be inspected and copied by any person desiring to do so, under reasonable circumstances.

Additionally, I certify this organization does_____ does not ______ provide for institutional memberships.

Contractor's signature below attests that records pertaining to the dues or membership application by the Council are available of inspection if applicable, as stated above.

By execution of this Contract, Contractor must include these provisions (A-I) in all related subcontract agreements (if applicable).

By signing below, Contractor certifies the representations outlined in parts A through I above, are true and correct.

_______________________________________ ______________________

Signature and Title of Authorized Representative Date

City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging
Contractor

325 NW 2nd Avenue
Deerfield Beach, FL 33441

ATTACHMENT VII

ASSURANCES—NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 45, minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget. Paperwork Reduction Project (0348-0043), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET, SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) § 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. § 290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. §1501-1508 and 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §276a to 276a-7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. §874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. § 327-333), regarding labor standards for federally assisted construction sub agreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000.00 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §1721 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §4801 et seq.), which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 CFR Part 200.
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION **City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging**	DATE SUBMITTED

ATTACHMENT VIII

STATE OF FLORIDA DEPARTMENT OF ELDER AFFAIRS
CIVIL RIGHTS COMPLIANCE CHECKLIST

City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging	County Broward	AAA/Contractor
325 NW 2nd Avenue	Completed By	
Deerfield Beach, FL 33441	Date	Phone 954-480-4449

PART I. READ THE ATTACHED INSTRUCTIONS FOR ILLUSTRATIVE INFORMATION, WHICH WILL HELP YOU IN THE COMPLETION OF THIS FORM.

1. Briefly describe the geographic area served by the program/facility and the type of service provided:

2. POPULATION OF AREA SERVED. Source of data:

Total #	% White	% Black	% Hispanic	% Other	% Female		

3. STAFF CURRENTLY EMPLOYED. Effective date:

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	

4. CLIENTS CURRENTLY ENROLLED OR REGISTERED. Effective date:

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	% Over 40

5. ADVISORY OR GOVERNING BOARD, IF APPLICABLE.

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	

PART II. USE A SEPARATE SHEET OF PAPER FOR ANY EXPLANATIONS REQUIRING MORE SPACE.

6. Is an Assurance of Compliance on file with the Council? If NA or NO, explain. NA ☐ YES ☐ NO ☐

7. Compare the staff composition to the population. Is the staff representative of the population? If NA or NO, explain. NA ☐ YES ☐ NO ☐

8. Compare the client composition to the population. Are race and sex characteristics representative of the Population? If NA or NO, explain. NA ☐ YES ☐ NO ☐

9. Are eligibility requirements for services applied to clients and applicants without regard to race, color, national origin, sex, age, religion, or disability? If NA or NO, explain. NA ☐ YES ☐ NO ☐

10. Are all benefits, services, and facilities available to applicants and participants in an equally effective manner regardless of race, sex, color, age, national origin, religion, or disability? If NA or NO, explain. NA ☐ YES ☐ NO ☐

11. For in-patient services, are room assignments made without regard to race, color, national origin, or disability? If NA or NO, explain. NA ☐ YES ☐ NO ☐

12. Is the program/facility accessible to non-English speaking clients? If NA or NO, explain. NA YES NO

13. Are employees, applicants, and participants informed of their protection against discrimination?
If yes, how? Verbal ☐ Written ☐ Poster ☐ If NA or NO, explain. NA YES NO

14. Give the number and current status of any discrimination complaints regarding services or employment filed against the program/facility. NA NUMBER ______

15. Is the program/facility physically accessible to mobility, hearing, and sight-impaired individuals? If NA or NO, explain. NA YES NO

PART III.THE FOLLOWING QUESTIONS APPLY TO PROGRAMS AND FACILITIES WITH 15 OR MORE EMPLOYEES

16. Has a self-evaluation been conducted to identify any barriers to serving disabled individuals, and to make any necessary modifications? If NO, explain. YES NO

17. Is there an established grievance procedure that incorporates due process in the resolution of complaints? If NO, explain. YES NO

18. Has a person been designated to coordinate Section 504 compliance activities? If NO, explain. YES NO

19. Do recruitment and notification materials advise applicants, employees, and participants of nondiscrimination on the basis of disability? If NO, explain. YES NO

20. Are auxiliary aids available to assure the accessibility of services to hearing and sight impaired individuals? If NO, explain. YES NO

PART IV. FOR PROGRAMS OR FACILITIES WITH 50 OR MORE EMPLOYEES AND FEDERAL CONTRACTS OF $50,000.00 OR MORE.

21. Do you have a written affirmative action plan? If NO, explain. YES NO

DOEA USE		
Reviewed By		In Compliance: YES NO*
Program Office		*Notice of Corrective Action Sent __/ /
Date	Telephone	Response Due __/__/__
On-Site Desk Review		Response Received __/__/__

INSTRUCTIONS FOR THE CIVIL RIGHTS COMPLIANCE CHECKLIST

1. Describe the geographic service area such as a district, county, city, or other locality. If the program/facility serves a specific target population such as adolescents, describe the target population. Also, define the type of service provided.

2. Enter the percent of the population served by race and sex. The population served includes persons in the geographical area for which services are provided such as a city, county or other regional area. Population statistics can be obtained from local chambers of commerce, libraries, or any publication from the 1980 Census containing Florida population statistics. Include the source of your population statistics. ("Other" races include Asian/Pacific Islanders and American Indian/Alaskan Natives.)

3. Enter the total number of full-time staff and their percent by race, sex, and disability. Include the effective date of your summary.

4. Enter the total number of clients who are enrolled, registered, or currently served by the program or facility, and list their percent by race, sex, and disability. Include the date that enrollment was counted.

5. Enter the total number of advisory board members and their percent by race, sex, and disability. If there is no advisory or governing board, leave this section blank.

6. Each recipient of federal financial assistance must have on file an assurance that the program will be conducted in compliance with all nondiscriminatory provisions as required in 45 CFR 80. This is usually a standard part of the contract language for DOEA recipients and their sub-grantees, 45 CFR 80.4 (a).

7. Is the race, sex, and national origin of the staff reflective of the general population? For example, if 10% of the population is Hispanic, is there a comparable percentage of Hispanic staff?

8. Where there is a significant variation between the race, sex or ethnic composition of the clients and their availability in the population, the program/facility has the responsibility to determine the reasons for such variation and take whatever action may be necessary to correct any discrimination. Some legitimate disparities may exist when programs are sanctioned to serve target populations such as elderly or disabled persons, 45 CFR 80.3 (b) (6).

9. Do eligibility requirements unlawfully exclude persons in protected groups from the provision of services or employment? Evidence of such may be indicated in staff and client representation (Questions 3 and 4) and also through on-site record analysis of persons who applied but were denied services or employment, 45 CFR 80.3 (a) and 45 CFR 80.1 (b) (2).

10. Participants or clients must be provided services such as medical, nursing and dental care, laboratory services, physical and recreational therapies, counseling and social services without regard to race, sex, color, national origin, religion, age or disability. Courtesy titles, appointment scheduling, and accuracy of record keeping must be applied uniformly and without regard to race, sex, color, national origin, religion, age, or disability. Entrances, waiting rooms, reception areas, restrooms, and other facilities must also be equally available to all clients, 45 CFR 80.3 (b).

11. For in-patient services, residents must be assigned to rooms, wards, etc., without regard to race, color, national origin, or disability. Also, residents must not be asked whether they are willing to share accommodations with persons of a different race, color, national origin, or disability, 45 CFR 80.3 (a).

12. The program/facility and all services must be accessible to participants and applicants, including those persons who may not speak English. In geographic areas where a significant population of non-English speaking people live, program accessibility may include the employment of bilingual staff. In other areas, it is sufficient to have a policy or plan for service, such as a current list of names and telephone numbers of bilingual individuals who will assist in the provision of services, 45 CFR 80.3 (a).

13. Programs/facilities must make information regarding the nondiscriminatory provisions of Title VI available to their participants, beneficiaries, or any other interested parties. This should include information on their right to file a complaint of discrimination with either the Council, the State of Florida, Department of Elder Affairs, or the U.S. Department of HHS. The information may be supplied verbally or in writing to every individual, or may be supplied through the use of an equal opportunity policy poster displayed in a public area of the facility, 45 CFR 80.6 (d).

14. Report number of discrimination complaints filed against the program/facility. Indicate the basis, e.g., race, color, creed, sex, age, national origin, disability, retaliation; the issues involved, e.g., services or employment, placement, termination, etc. Indicate the civil rights law or policy alleged to have been violated along with the name and address of the local, state, or federal agency with whom the complaint has been filed. Indicate the current status, e.g., settled, no reasonable cause found, failure to conciliate, failure to cooperate, under review, etc.

15. The program/facility must be physically accessible to disabled individuals. Physical accessibility includes designated parking areas, curb cuts or level approaches, ramps and adequate widths to entrances. The lobby, public telephone, restroom facilities, water fountains, information, and admissions offices should be accessible. Door widths and traffic areas of administrative offices, cafeterias, restrooms, recreation areas, counters, and serving lines should be observed for accessibility. Elevators should be observed for door width, and Braille or raised numbers. Switches and controls for light, heat, ventilation, fire alarms and other essentials should be installed at an appropriate height for mobility impaired individuals.

16. Section 504 of the Rehabilitation Act of 1973 requires that a recipient of federal financial assistance conduct a self-evaluation to identify any accessibility barriers. Self-evaluation is a four-step process:

    a. With the assistance of a disabled individual/organization, evaluate current practices and policies which do not comply with Section 504.
    b. Modify policies and practices that do not meet Section 504 requirements.
    c. Take remedial steps to eliminate any discrimination that has been identified.
    d. Maintain self-evaluation on file. (This checklist may be used to satisfy this requirement if these four steps have been followed.), 45 CFR 84.6.

17. Programs or facilities that employ 15 or more persons must adopt grievance procedures that incorporate appropriate due process standards and provide for the prompt and equitable resolution of complaints alleging any action prohibited by Section 504.45 CFR 84.7 (b).

18. Programs or facilities that employ 15 or more persons must designate at least one person to coordinate efforts to comply with Section 504.45 CFR 84.7 (a).

19. Continuing steps must be taken to notify employees and the public of the program/facility’s policy of nondiscrimination on the basis of disability. This includes recruitment material, notices for hearings, newspaper ads, and other appropriate written communication, 45 CFR 84.8 (a).

20. Programs/facilities that employ 15 or more persons must provide appropriate auxiliary aids to persons with impaired sensory, manual, or speaking skills where necessary. Auxiliary aids may include, but are not limited to, interpreters for hearing impaired individuals, taped or Braille materials, or any alternative resources that can be used to provide equally effective services, (45 CFR 84.52 (d).

21. Programs/facilities with 50 or more employees and $50,000.00 in federal contracts must develop, implement, and maintain a written affirmative action compliance program in accordance with Executive Order 11246. 41 CFR 60 and Title VI of the Civil Rights Act of 1964, as amended.

DOEA Form 101-B, Revised August 2010

ATTACHMENT IX

BACKGROUND SCREENING

DEPARTMENT OF ELDER AFFAIRS

BACKGROUND SCREENING

ATTESTATION OF COMPLIANCE - EMPLOYER

AUTHORITY: ALL EMPLOYERS are required to annually submit this form attesting to compliance with the provisions of chapter 435 and section 430.0402 of the Florida Statutes.

The term "employer" means any person or entity required by law to conduct background screenings, including but not limited to, Area Agencies on Aging/Aging and Disability Resource Centers, Lead Agencies, and Service Providers that contract directly or indirectly with the Department of Elder Affairs (DOEA), and any other person or entity which hires employees or has volunteers in service who meet the definition of a direct service provider. See §§ 435.02, 430.0402, Fla. Stat.

A direct service provider is "a person 18 years of age or older who, pursuant to a program to provide services to the elderly, has direct, face-to-face contact with a client while providing services to the client and has access to the client's living areas, funds, personal property, or personal identification information as defined in s. 817.568. The term also includes, but is not limited to, the administrator or a similarly titled person who is responsible for the day-to-day operations of the provider, the financial officer or similarly titled person who is responsible for the financial operations of the provider, coordinators, managers, and supervisors of residential facilities, and volunteers, and any other person seeking employment with a provider who is expected to, or whose responsibilities may require him or her to, provide personal care or services directly to clients or have access to client funds, financial matters, legal matters, personal property, or living areas." § 430.0402(1)(b), Fla. Stat. (2023).

ATTESTATION

As the duly authorized representative of: ____
(Name of Employer)

Located at ____
Street address City State Zip Code

Under penalty of perjury, I,____,
(Name of Representative)

hereby swear or affirm that the above-named employer is in compliance with the provisions of chapter 435 and section 430.0402 of the Florida Statutes, regarding level 2 background screening.

_________________________________ _________________________

Signature of Representative Date

DOEA Form 235, Attestation of Compliance - Employer, Effective October 2023, F.S.
Form available at: https://elderaffairs.org/about-us/background-screening/background-screening-clearinghousetraining-accessing-the-clearinghouse/

City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2026-240

Agenda Date: 5/19/2026 **Status:** DEPARTMENTAL BUSINESS

In Control: City Commission

Title

ORDINANCE 2026/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING CHAPTER 66 "TRAFFIC AND VEHICLES," ARTICLE II "STOPPING, STANDING, PARKING" SECTION 66-56 "PROHIBITIONS RELATIVE TO STOPPING, STANDING OR PARKING IN SPECIFIC PLACES" OF THE CITY CODE OF ORDINANCES TO PERMIT BACK IN PARKING IN CITY OWNED PARKING AREAS AND SPACES WHERE THE CITY DOES NOT CHARGE A FEE FOR PARKING; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

Recommended Action

Commission to vote on Ordinance and set public hearing for June 2, 2026

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

Section 66-56(5) of the City of Deerfield Beach Code of Ordinances currently prohibits back-in parking within parking spaces citywide. As presently written, the provision requires vehicles to enter parking spaces in a forward-facing manner, thereby precluding alternative parking configurations regardless of roadway design or operational context.

During a recent City Commission meeting, a resident raised concerns regarding the existing restriction, prompting staff to reevaluate the provision. In addition, back-in parking may offer several potential benefits, including improved traffic flow, enhanced safety when exiting parking spaces, and greater consistency with practices adopted in other municipalities.

Current Activity

The proposed amendment to Code Section 66-56(5) would remove the existing blanket prohibition on back-in parking and instead authorize back-in parking in any City owned designated parking space or parking areas where the City does not charge a fee of any type for parking, unless there is City signage prohibiting back in parking in the City designated parking space or parking area.

Recommendation

Consideration.

ORDINANCE NO. 2026/

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING CHAPTER 66 "TRAFFIC AND VEHICLES," ARTICLE II "STOPPING, STANDING, PARKING" SECTION 66-56 "PROHIBITIONS RELATIVE TO STOPPING, STANDING OR PARKING IN SPECIFIC PLACES" OF THE CITY CODE OF ORDINANCES TO PERMIT BACK IN PARKING IN CITY OWNED PARKING AREAS AND SPACES WHERE THE CITY DOES NOT CHARGE A FEE FOR PARKING; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, Section 66-56 of the City's Code of Ordinances (the "City Code") establishes regulations and prohibitions related to the stopping, standing and parking of vehicles within the City; and

WHEREAS, Section 66-56(5) of the City Code prohibits back in parking of vehicles in any parking space, which requires vehicles to enter parking spaces in a forward-facing manner, thereby precluding alternative parking configurations regardless of roadway design or operational context; and

WHEREAS, staff has reevaluated this City Code provision and recognizes that back-in parking may offer several potential benefits in certain areas, including improved traffic flow, enhanced safety when exiting parking spaces, and greater consistency with practices adopted in other municipalities; and

WHEREAS, staff is recommending that back in parking should be permitted within any City owned designated parking space or parking areas where the City does not charge a fee of any type for parking, unless there is City signage prohibiting back in parking in the City designated parking space or parking area; and

WHEREAS, the City Commission finds that it is in the best interests of the citizens and residents of the City to amend City Code Section 66-56(5) as set forth in this Ordinance.

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

<u>Section 1.</u> The above "WHEREAS" clauses are true and correct and are made a part of this Ordinance.

<u>Section 2.</u> Chapter 66 "Traffic and Vehicles", Article II "Stopping, Standing, Parking", Section 66-56 "Prohibitions relative to stopping, standing or parking in specific places" of the City Code is hereby amended to read as follows:[1]

---

[1] Additions to existing City Code text are shown in <u>underline</u>. Deletions to existing City Code text are shown in ~~strikethrough.~~

CHAPTER 66 TRAFFIC AND VEHICLES

*****

ARTICLE II. STOPPING, STANDING, PARKING

*****

DIVISION 3. – REGULATIONS, GENERALLY

Sec. 66-56. – Prohibitions relative to stopping, standing or parking in specific places.

*****

(5) Back in parking ~~not allowed~~ shall be permitted in any City owned designated parking space or parking areas where the City does not charge a fee of any type for parking, unless there is City signage prohibiting back in parking in the City designated parking space or parking area.

*****

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

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

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

Section 6. That this Ordinance shall take effect immediately upon adoption on second reading.

PASSED 1ST READING ON THIS ____DAY OF ____________, 2026.

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

____

TODD DROSKY, MAYOR

ATTEST:

____

HEATHER MONTEMAYOR, CITY CLERK

City of Deerfield Beach

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

Face Sheet
File Number: I.D. 2026-241

Agenda Date: 5/19/2026 **Status:** DEPARTMENTAL BUSINESS

In Control: City Commission

Title
Discussion regarding the appointment of one member of the City Commission to serve as the Chair of the Auditor Selection Committee.

Recommended Action
Motion on decision of Commission

Background/History
Section 3.14 of the City Charter provides for an independent annual audit of all city accounts. The annual audit shall be performed by a certified public accountant or firm of such accountants who have no personal interest, direct or indirect, in the fiscal affairs of the City.

Pursuant to State Statutes, the City must form an auditor selection committee whose primary purpose will be to assist the City Commission in selecting a CPA firm to perform the City's annual audit.

Section 218.391, Florida Statutes, further outlines the requirements that local governmental entities must follow when selecting an independent external auditor. Among other things, the Committee shall:

1. Consist of at least 3 members, and one member must be a member of the governing board of the municipality and shall serve as Chair of the Committee.

2. An employee, a chief executive officer (city manager), or a chief financial officer of the municipality may not serve on the Committee (these individuals may, however, serve in an advisory capacity).

3. Establish factors to be used for the evaluation of audit services to be provided by a licensed CPA firm.

4. Provide interested firms with a request for proposal, evaluate proposals, and recommend no fewer than three most highly qualified firms to perform the required services.

City staff is seeking input from the City Commission as to which commissioner will serve on the Audit Selection Committee as the Chair.