



## **Regular City Commission Meeting Agenda**

150 NE 2<sup>nd</sup> Avenue | Deerfield Beach, FL, 33441 | 954-480-4200

Mayor Bill Ganz

Vice Mayor Todd Drosky

District 1 Commissioner Michael Hudak

District 2 Commissioner Ben Preston

District 3 Commissioner Bernie Parness

Tuesday

March 17, 2020

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:** March 4, 2020

**INSTALLATION CEREMONY**

- 1. Presentation/remarks from outgoing Vice Mayor Todd Drosky***
- 2. Induction of Vice Mayor - Commissioner Bernie Parness***
- 3. Remarks by Vice Mayor Bernie Parness***

**APPROVAL OF THE AGENDA**

*March 17, 2020*

**QUASI-JUDICIAL PUBLIC HEARINGS**



**1. P.H. 2020-042: APPLICATION NO. 19-P-225**

*Applicant:* Health Services (Delaware), Inc., represented by Thuy Turner of Kimley-Horn & Associate, Inc.

*Proposal:* Request to amend 105,000 square feet of Industrial use to Medical Office on the "Manchester Plat" (Plat Book 124, Page 24) with the remaining restricted to Industrial use.

*Location:* The properties are generally described as MANCHESTOR PLAT, PLAT BOOK 124, PAGE 24, PORTION OF PARCEL C, more particularly described in the file, and located at 3131 and 3201 SW 15th Street.

*Suggested Action:* Commission to vote on Resolution

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

*Sponsor:* Department of Planning & Development Services

*Attachment:* Deerfield Integrated Regional Laboratory

## **PUBLIC HEARINGS – SECOND READING**

**2. P.H. 2020-043: ORDINANCE 2020/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, ADOPTING AN AMENDMENT TO THE CITY BUDGET FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2020; APPROVING SUPPLEMENTAL APPROPRIATIONS AND BUDGET TRANSFERS IN THE AMOUNT OF \$2,341,276 FROM THE FUND BALANCE OF THE GENERAL FUND TO THE BUILDING SERVICES FUND TO APPROPRIATE ADDITIONAL BUILDING FEE REVENUE RECEIVED FROM INCREASED BUILDING, INSPECTION AND PERMITTING ACTIVITY TO RELATED EXPENDITURES; CARRYING FORWARD \$250,000 IN THE SPECIAL REVENUE FUND FOR CDBG PURCHASE ASSISTANCE; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.**

*Suggested Action:* Commission to vote on Ordinance

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

*Sponsor:* Department of Planning & Development Services

*Attachment:* Supplemental Appropriation

## PUBLIC COMMENT

*Persons addressing the Commission shall state his/her name and address and may speak for three (3) minutes unless extended for one (1) additional minute by the Mayor. All remarks made by the public at a Commission meeting on an agenda item shall be addressed to the Commission as a body and limited to the subject matter before the Commission at that particular time. No comments shall be made related to the personal life or personal qualities of any person and no language which would offend persons of ordinary sensibilities shall be permitted. The public shall be given an opportunity to speak on any substantive agenda item, subject to the aforementioned restrictions, prior to a vote on the matter by the City Commission. The Commission shall determine the appropriate time, prior to the vote, for the public to speak. For consent agenda items, the public shall be given an opportunity to speak prior to the approval of the consent agenda. The Commission may, by majority vote, determine that public input on an agenda item be tabled to a future meeting so long as the vote on the agenda item take place at the future meeting and that the public input take place prior to the Commission making any decision.*

## CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

- 3. Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, authorizing a sole source purchase of a chemical feed skid for the West Water Treatment Plant Fluoride System from TSC-Jacobs, in the amount of \$32,235.00; providing for execution and an effective date. (*Funds from Account #183-8000-536-6031-Non-Departmental, 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:*** TSC-Jacobs

- 4. Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a grant agreement with the State Division of Emergency Management for the City's receipt of Flood Mitigation Assistance Grant Program Funds in the amount of \$90,000; authorizing execution of the Grant Agreement; 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 Environmental Services

***Attachment:*** Flood Mitigation Assistance

- 5. Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the First Amendment to the Agreement between Broward County and the City of Deerfield Beach for participation in the Consolidated Regional E-911 Communications System and First Amendment to the Regional Interlocal Agreement between Broward County and the City providing for cooperative participation in a regional public safety intranet; providing for execution, severability, 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 Manager

***Attachment:*** Consolidated E-911 Regional System

- 6. Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the award of Request for Proposals #20-220-IG for Strategic Planning and Visioning Services to Raftelis Financial Consultant, Inc.; authorizing execution of an agreement with Raftelis Financial Consultant, Inc.; and providing for an effective date. (Funds from Account #001-0200-512-32-99 - Other Contractual Services - not to exceed \$67,500)**

*Suggested Action:* Commission to vote on Resolution

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

*Sponsor:* Office of the City Manager

***Attachment:*** Strategic Planning & Visioning Services

## DEPARTMENTAL BUSINESS

## ADDENDUM

- 7. Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, extending the State of Local Emergency declared by the Mayor regarding COVID-19 until April 17, 2020; authorizing the City Manager to take appropriate actions; providing 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 Manager

***Attachment:*** State of Local Emergency

- 8. Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, authorizing the City Manager to make provisions for electronic attendance by City Commissioners at City Commission Meetings during periods of a declared Public Health Emergency; providing for severability, conflicts, implementation, and an effective date.**

*Suggested Action:* Commission to vote on Resolution

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

*Sponsor:* Office of the City Manager

***Attachment:*** Public Meetings

## COMMENTS BY ADMINISTRATION & LEGAL

## CITY COMMISSION BUSINESS

- 9. Motion to approve waiver of permit fees for the Boys & Girls Club teen center expansion.**

*Suggested Action:* Motion on decision of Commission

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

*Sponsor:* Mayor Bill Ganz

***Attachment:*** Boys & Girls Club Teen Center Expansion

## COMMENTS BY MAYOR & CITY COMMISSION

## ADJOURNMENT

### FUTURE CITY COMMISSION MEETINGS

*Tuesday, April 7, 2020*

*Any person wishing to appeal any decision made by the City Commission with respect to any matter considered at such meetings or hearings will need a record of the proceedings, and for such purposes may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and the evidence upon which the appeal is made. The above notice is required by State Law (F.S. 286.0105). Anyone desiring a verbatim transcript shall have the responsibility, at his/her own expense, to arrange for the presence of a certified court reporter at the hearing.*



## Meeting Minutes City Commission

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Wednesday, March 4, 2020

7:00 PM

Commission Chambers

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### **CALL TO ORDER AND ROLL CALL**

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

**Present:** 5 – Commissioner Michael Hudak  
Commissioner Bernie Parness  
Commissioner Ben Preston  
Vice Mayor Todd Drosky  
Mayor Bill Ganz

**Also Present:** 3 – City Manager David Santucci  
City Attorney Anthony Soroka  
City Clerk Samantha Gillyard

### **MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE**

Mayor Ganz asked everyone to remember Alexis Marion who recently passed during the moment of silence; thereafter was the Pledge of Allegiance.

### **APPROVAL OF CITY COMMISSION MEETING MINUTES**

*Regular City Commission Meeting Minutes – February 18, 2020*

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

**Yeas:** 5 - Commissioner Hudak, Commissioner Parness, Commissioner Preston, Vice Mayor Drosky and Mayor Ganz

**Nays:** 0

### **ACKNOWLEDGEMENT OF CITY BOARD MINUTES**

*Hillsboro Inlet Meeting Minutes - December 16, 2019 & January 27, 2020*

*Fire Pension Board Meeting Minutes - March 5, May 20, & September 16, 2019*

*Non-Uniform Pension Board Meeting Minutes - March 11 & November 12, 2019*

**ACKNOWLEDGEMENT OF CITY BOARD MINUTES – CONTINUED**

**MOTION was made by Commissioner Parness, seconded by Commissioner Hudak, to acknowledge the board minutes. Voice Vote:**

**Yeas:** 5 - Commissioner Hudak, Commissioner Parness, Commissioner Preston, Vice Mayor Drosky and Mayor Ganz

**Nays:** 0

**APPROVAL OF CITY COMMISSION AGENDA**

*March 4, 2020*

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

**Yeas:** 5 - Commissioner Hudak, Commissioner Parness, Commissioner Preston, Vice Mayor Drosky and Mayor Ganz

**Nays:** 0

**AWARDS & RECOGNITION**

**1. Proclamation presented to the Jim & Jan Moran Boys & Girls Club recognizing March 30 - April 3, 2020 as Boys & Girls Club Week.**

Mayor Ganz read a proclamation outlining the contributions of the Boys & Girls Club to the youth since 1965. There are currently 12 clubs in Broward County, servicing approximately 12,500 children, ages 6-18 annually. During the week of March 30 – April 3, 2020, they will celebrate Boys & Girls Club Week 2020 along with some 4,000 Clubs and more than two million young people nationwide.

Thereafter, Mr. Chris Gentile, Chief Development Officer, Boys & Girls Club, said the Club has had a longstanding relationship with Deerfield Beach as well as JM Family Enterprises. He outlined the services provided to the youth and introduced Amber Gammage, Student of the Year.

Ms. Gammage said she started at the Club at the age of 7. She thanked the Commission for its support of the Club as well as the upcoming teen center.

Johnnie Mobley, Boys & Girls Club Coach, said he has only been there for three (3) weeks and wishes to continue serving the youth.

Mayor Ganz said the City is blessed to have the Club here and when it was first built, their permit fees were waived as a show of appreciation. He asked that the same be considered for the upcoming teen center expansion.

**PUBLIC HEARINGS – FIRST READING**

**2. P.H. 2020-041: ORDINANCE 2020/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, REZONING APPROXIMATELY 8.4 ACRES LOCATED AT 414, 430, 454 & 480 N.E. 1ST AVENUE, 240 N.E. 5TH STREET, 412, 424, 430, 446, 450 & 458 N. RIVER DRIVE, AND 409 N. RIVER AVENUE FROM RS-5 RESIDENCE, SINGLE FAMILY, RM-10 RESIDENCE, MULTI-FAMILY AND B-3 BUSINESS, GENERAL TO PLANNED DEVELOPMENT DISTRICT (“PDD”) (VISTA CLARA); PROVIDING FOR A MAXIMUM OF 326 MULTI-FAMILY DWELLING UNITS; PROVIDING FOR DEVELOPMENT REGULATIONS AND OTHER REQUIREMENTS APPLICABLE TO THE PDD; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.**



**PUBLIC HEARINGS – FIRST READING – CONTINUED**

The Ordinance was read by title only.

Dennis Mele, 200 E. Broward Boulevard, Fort Lauderdale, representing the applicant, provided a brief presentation of the location along with the proposed renderings. The area currently includes the Pennell Marine Boatyard, which is a main portion of the site along with the Hillsboro River. Furthermore, the area has three (3) zoning districts: B-3 - intense commercial zoning; RM-10 and RS-5 - residential zoning. The land use plan amendment that was recently approved, changed all the property to residential with 39 units per acre. The planned development district (PDD) is designed for the site, but gives the City the ability to attach conditions. The site plan will be heard during the second reading of the rezoning. Thereafter, Mr. Mele outlined the changes made in compromise to the residents as well as changes to the setback, from 7.5 feet to 10 feet and the sidewalk being built.

Continuing, Mr. Mele advised that the residents would access the site from River Avenue. When a PDD is done, public improvements are necessary; whereby, finger piers are being incorporated into the design. A sidewalk will be built to allow residents to go to the boardwalk via the existing sidewalk on 5<sup>th</sup> Street. The boardwalk would be opened during daylight hours, but closed from dusk to dawn with a gate to keep people off the area at night. Along 1<sup>st</sup> Avenue, an 8-foot sidewalk would be built, as well as curbs and gutters, and other changes for drainage improvement. Along North River Avenue, the road will be improved as well; 5-foot sidewalks and other changes for drainage. Mr. Mele said lift station 48 will be replaced as requested by staff. Thereafter, elevations were shown which will be further discussed on April 7<sup>th</sup>. The parking garage along 1<sup>st</sup> Avenue will be very decorative with a green wall and landscaping along the road. He said though lighting is not shown, proper street lighting will be added along the road. Additionally, there will be recreational amenities. Thereafter, he entertained questions of the Commission.

Commissioner Hudak asked who would maintain the landscaping.

Mr. Mele replied they would. Further, during the next hearing, the developer's agreement will be presented, which includes all the changes outlined.

Commissioner Parness asked that there be rope on the finger piers so children are safe.

Mr. Mele replied that he would work with Parks staff.

Mayor Ganz asked various questions regarding different routes to and from the property, trips generated and the maximum usage based on current zoning if the property were built out to the maximum.

Mr. Mele replied that he would provide the alternate routes and traffic trips in the future. Nevertheless, when the land use amendment was done, there was a detailed traffic analysis and there was much more commercial traffic than residential.

Mayor Ganz opened the public hearing.

**Rita Masi, 349 NE 19<sup>th</sup> Avenue, Deerfield Beach**, asked if the boardwalk is open to the public and whether the dock is exclusive to the residents or open to the public, and how it's maintained. Lastly, she asked if it is a 55+ community.

**Marty Madura, 459 NE 1<sup>st</sup> Avenue, Deerfield Beach**, commented on various changes with the public notice; whereby, he does not feel this meeting should be held tonight. Regarding the developer's agreement, he said they have an out for the entrance on NE 1<sup>st</sup> Avenue which is supposed to be for emergency and service vehicles, but in the future, it can be used for residents. Mr. Madura also expressed concerns with traffic trips of 1755 on a 2-lane road and the 4-story parking garage.

**Willie Rosetta Graham Bracey, 491 NW 1<sup>st</sup> Terrace, Deerfield Beach**, asked if the project will have any effect on her street.

**Dave Mirantz, Deerfield Beach Economic Development Council Executive Director, 10 Fairway Drive, Deerfield Beach**, spoke in support of the item.

**PUBLIC HEARINGS – FIRST READING – CONTINUED**

**Billy Lane, 11 Tilford A, Deerfield Beach**, asked for the pricing of the units and if it will be affordable for the average person; whereby, the average income in the City is approximately \$40,000 to \$50,000.

**Felicia Poitier, 140 NE 5<sup>th</sup> Street, Deerfield Beach**, thanked Mr. Mele for working with the neighborhood and reducing the height, but there are still concerns with the traffic. Several traffic problems have been identified and this project will exacerbate it. Also, there are concerns that the service road will one day become a traffic road, residents having to take other detours to leave during rush hour. Ms. Poitier said the economic realities of the project are understood, and while it cannot be stopped, she asked for consideration in terms of easing the neighborhood into the transition. She also asked if there will be public access to the docks; if possible, it would help ease the concerns of the residents along the water.

**Mr. Eddie Dickens, 330 N. Deerfield Avenue, Deerfield Beach**, said he too is concerned about the traffic. He asked if the area around the Check Cashing Store could be redesigned to allow the flow of traffic to come out on Dixie Highway. He commented on the dangers presented near the railroad tracks due to the slope on the other side of the tracks and how he was almost involved in an accident. Lastly, he asked that the traffic concerns be addressed.

Mayor Ganz closed the public hearing.

Mr. Mele responded to the public's questions. The boardwalk and docks will be open to the public and the proposed development will not be a 55+ community. Additionally, the development agreement provides that the residents' access will be on River Drive, service/emergency vehicles only on 1<sup>st</sup> Avenue; notwithstanding, the developer's agreement is still in draft and the language will be tightened to outline everything agreed upon tonight. Moreover, Mr. Mele replied that the proposed height meets the current zoning requirements.

Eric Power, Director of Planning & Development Services, advised that the B-3 maximum height is 50 feet and the parking garage has a max height of 39 feet.

Continuing, Mr. Mele replied that the rent will be between \$1250 to \$2650 monthly as there are 1, 2 and 3 bedrooms with higher and lower floors.

In response to Mayor Ganz's question, Mr. Power explained the configuration of the river outing and because there is a dead end, a u-turn is required and it is currently being designed by the applicant; whereas, there would not be any space available for public parking. Additionally, the pocket park, Riverbend Park, is not a developed park and no parking has been proposed; it is a passive park.

David Santucci, City Manager, advised that though it is a passive park, it is not included in the Master Plan, but can be considered for the future.

Mr. Mele said there was a question about the route from NW 1<sup>st</sup> Terrace from Hillsboro Boulevard; he outlined the rendering displaying green arrows which depict the traffic routes. He said most people will not come off 1<sup>st</sup> Avenue; however, there is a possibility for those heading east. Nevertheless, there are alternate routes and does not believe there will be a huge impact on 1<sup>st</sup> Terrace; nonetheless, commercial traffic will be outlined at the next hearing. Thereafter, Mr. Mele provided the timeline of the notices placed on the property regarding the rezoning application and the other applications that were supposed to be considered on March 17<sup>th</sup>. He explained that he and the applicant could not attend the March 17<sup>th</sup> meeting, therefore, it was requested that the sign company take down the March 17<sup>th</sup> sign, but the March 4<sup>th</sup> sign was removed instead; however, it was down for about 22 hours then put back up. He continued to explain the process for noticing residents, mailers and signs on the property. Lastly, he said after discussing with the City Attorney and researching case law, he is comfortable that they complied with the notice requirements.

Anthony Soroka, City Attorney, advised that he has reviewed the issue and Mr. Mele provided him a copy of the affidavit. Thereafter, he read from it and explained that since the City's Code includes a 15-day requirement, he believes the amount of time the sign was down, and the attestation of 22- hours plus the other notices, i.e. newspaper and mailers, it was not malicious or with intent. Therefore, Mr. Soroka opined that they have substantially complied.

**PUBLIC HEARINGS – FIRST READING – CONTINUED**

*There was a brief discussion with the amount of time the sign was down as well as the steps taken to inform the public by the City.*

Vice Mayor Drosky said based on backup material, staff has recommended conditions of approval, which he read: "Owner/applicant shall enter into a Development Agreement, which includes the development requirements, construction of a publicly accessible boardwalk and off-site improvements."; and "Owner/applicant submit proof of County recertification of Land Use Plan Amendment."

Mr. Mele agreed to both conditions.

Vice Mayor Drosky said there are roughly 40 comments from Planning staff and other disciplines and asked if all the comments have been addressed and if staff is satisfied with the comments provided.

Mr. Power replied that there were multiple applications regarding the rezoning and the only outstanding comments is that a development agreement must be brought forward to the City Commission for consideration.

Mr. Mele said all other items, including the development agreement will be presented at second reading.

Commissioner Parness said he does not feel the applicant has obstructed people from finding out about the hearing. Further, any problems presented tonight should be resolved at second reading or it will not be approved; therefore, he motioned approval.

Commissioner Preston said though he does not believe there was any malicious intent, if people complain about the process, they should be heard and is not comfortable with how this was done.

Mayor Ganz explained that the process with notices being placed at the site recently started and prior to, notification was sent by mail and advertised in the newspaper; therefore, he does not think the site notices should be the breaking point to not move forward. Further, he said there will be an increase in traffic because of the new development. Mayor Ganz asked that the development agreement include the road that will only serve as a service emergency entrance and exit, which will address many resident concerns. Lastly, he said what makes him feel better about the notification issue is that Mr. Mele and the applicant are willing to meet with the residents again before April 7<sup>th</sup> and hopes the notification will go out fairly well.

In response to Mayor Ganz's question, Mr. Mele replied that the residents within the 500-foot radius were mailed notices, same as how the City handles it.

Commissioner Preston agreed with an increase in traffic based on the number of new residents. When a traffic study is done, it looks at the proposed project and how to mitigate the congestion, but it cannot be known until it is built. The traffic will interrupt the rhythm and lives of the people who currently live there.

Commissioner Hudak said he does not believe the signs being removed for a period of time was malicious and therefore suggested moving forward.

Commissioner Parness commented on the steps taken to replant the notices and reiterated his motion.

**MOTION was made by Commissioner Parness, seconded by Commissioner Hudak, to approve Item 2 on first reading. Roll Call:**

**Yeas:** 4 - Commissioner Hudak, Commissioner Parness, Vice Mayor Drosky and Mayor Ganz

**Nays:** 1 - Commissioner Preston

Mr. Soroka advised that the second reading would be held on April 7, 2020.

**PUBLIC HEARINGS – FIRST READING – CONTINUED**

3. **Plat Note Amendment Application No's 19-P-222, 19-P-223, and 19-P-224 for the property located at 414, 430, 454 & 480 N.E. 1st Avenue, 240 N.E. 5th Street, 412, 424, 430, 446, 450 & 458 N. River Drive, and 409 N. River Avenue from RS-5 Residence, Single Family, RM-10 Residence, Multi-Family and B-3 Business, General to Planned Development District ("PDD") (Vista Clara).**

Anthony Soroka, City Attorney, advised that the applicant asked that Item 3 be deferred until April 7, 2020.

**PUBLIC COMMENT**

**Vicki Robinson McDougall & Larry McDougall, 4309 NW 1<sup>st</sup> Drive, Deerfield Beach**, said their water bill is typically \$120/month and suddenly received one for \$350. She mentioned it to her husband who found out there was something wrong. In contacting the City, they were told that if the leak was between the meter and street, the City is responsible, otherwise, the owner. She explained the steps taken to locate the leak which was underneath the sidewalk; however, by the time it was found, they received a bill for \$1800. She said the meter reader was aware of the problem before them and asked why they weren't contacted to advise of a potential problem.

Mr. McDougall advised that the \$350 bill was paid, but when they received the bill, the problem had been fixed. He said 100 gallons per minute were being used and at night, he would turn the meter off. Thereafter, he provided a detailed explanation as to the steps he took to rectify the problem. This problem has been ongoing since October, but they still owe approximately \$2000.

Mayor Ganz asked that staff work with them to resolve the issue.

**Gloria Battle, 1240 SW 6<sup>th</sup> Way, Deerfield Beach**, thanked the Commission for the fence along Dixie Highway to protect the children from Brightline. However, due to additional accidents, she suggested having a citizen on patrol (COP) at various locations when Brightline is approaching to stop some of the accidents.

**Rita Masi, 349 NE 19<sup>th</sup> Avenue, Deerfield Beach**, said dumpsters are still overflowing on NE 3<sup>rd</sup> Street by Club Lux and said they have 20 doors and should have a dumpster large enough to accommodate them. She also commented on the slow wake zones that are controlled by the Army Corps of Engineers, which are havoc and asked if anything could be done. Furthermore, Ms. Masi recommended veteran access to the pier for free like Pompano Beach as well as a water taxi as it would bring more commerce to the City.

*There being no others speakers, Mayor Ganz closed public comments.*

David Santucci, City Manager, said he will follow up with staff regarding the couple's water bill. He also agreed that having a COP in the area during high traffic would be beneficial. Also, he recently met with Brightline representatives last week regarding the fence being installed and is hopeful on forming a partnership in that regard. Furthermore, they are working on technology to improve the safety of the entire track. Additionally, the second year in a row, he endorsed a letter of recommendation for a grant being submitted by the Broward Sheriff's Office (BSO) for increased police services along the railroad track; it wasn't received the first year. FEC and Brightline will be providing letters of endorsement for the grant. He said staff will investigate dumpsters on NE 3<sup>rd</sup> Street; in regard to the slow wake zones, the Marine Advisory Board can review. Mr. Santucci said allowing veterans access to the pier free of charge is a Commission decision. Lastly, there have been conversations with the water taxi in the past and unfortunately, no terms have been met due to the contributions they request from the City being prohibitive to the service provided and minimum stops in the City. If it succeeds more in Pompano, maybe the cost contribution will come down and could be revisited.

Mayor Ganz said the City has tried to get the slow wake zone in place, but has run into roadblocks; nevertheless, staff has not given up. He also agreed with Mr. Santucci on the water taxi. Mayor Ganz said in the Keys, if a water bill suddenly increases, they provide a service where the owner is notified of the spike in the water bill and asked that a similar program be investigated.

**PUBLIC COMMENT – CONTINUED**

Continuing, Mayor Ganz said the veterans receive a fee waiver on various holidays and has no issue expanding it if everyone agrees. Mayor Ganz agreed that action should be taken to prevent loss and accidents.

Commissioner Parness commented on the number of crossings in the City and the problem is due to having short bars as people are able to go around it. He asked how much would it cost the City to remove the short arms when they are down.

Mayor Ganz advised that it is not the City's responsibility and should be discussed with the overseeing agency.

**CONSENT – BOARD APPOINTMENTS****4. Resolution 2020/028 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, appointing Mary Jones to the Historic Preservation Board; and providing for an effective date.**

The Resolution was read by title only.

Mayor Ganz 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 Hudak, seconded by Commissioner Parness, to approve Item 4, adopted Resolution 2020/028. Voice Vote:**

**Yeas:** 5 - Commissioner Hudak, Commissioner Parness, Commissioner Preston, Vice Mayor Drosky and Mayor Ganz

**Nays:** 0

**5. Resolution 2020/029 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, appointing Ashley Gombs to the Cultural Committee; and providing for an effective date.**

The Resolution was read by title only.

Mayor Ganz opened the public hearing.

**Gloria Battle, 1240 SW 6<sup>th</sup> Way, Deerfield Beach**, spoke in support of the appointment.

Mayor Ganz closed the public hearing.

*There was no discussion amongst the Commission.*

**MOTION was made by Commissioner Preston, seconded by Commissioner Parness, to approve Item 5, adopted Resolution 2020/029. Voice Vote:**

**Yeas:** 5 - Commissioner Hudak, Commissioner Parness, Commissioner Preston, Vice Mayor Drosky and Mayor Ganz

**Nays:** 0

**CONSENT - AGREEMENTS & EXPENDITURE REQUESTS**

- 6. Resolution 2020/030 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the request to Broward County to expand the Community Shuttle Service for the Deerfield Beach Express I and II to include Saturdays from 8 am to 4 pm; providing for implementation and an effective date.**

The Resolution was read by title only.

Mayor Ganz 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 Preston, seconded by Commissioner Parness, to approve Item 6, adopted Resolution 2020/030. Roll Call:**

**Yeas:** 5 - Commissioner Hudak, Commissioner Parness, Commissioner Preston, Vice Mayor Drosky and Mayor Ganz

**Nays:** 0

- 7. Resolution 2020/031 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an Amendment to the Development Agreement with the Developer of the Crystal Lake Residential Community to address city requested modifications to the plans for the City EMS Station and to provide the City with a \$27,000 payment in the event the City chooses not to have the Developer construct a second right turn lane; authorizing execution; providing for an effective date.**

The Resolution was read by title only.

Mayor Ganz said he is concerned about this item because the residents are opposed to it and if nothing is done now, it will have a negative impact down the road. Not having the turn lane is short sighted in his opinion and will make the situation worse if it is not done as opposed to later.

Commissioner Parness said there were 70 residents at the meeting and Tom Good, Assistant City Manager, asked how the people felt about this turn lane and they preferred having the money to support a traffic light which County Commissioner Fisher is working on. He explained that having a right turn lane would be dangerous because you cannot see oncoming traffic.

Anthony Soroka, City Attorney, explained that the original agreement required the developer to construct a right turn lane, but the amendment provides that if the City does not authorize the developer to build the turn lane by the 300<sup>th</sup> building permit, it does not have to be built, and the City will be given \$27,000 to do with it as desired.

Commissioner Hudak asked how much it costs to build the turn lane and whether \$27,000 will cover it two (2) years down the road.

Commissioner Parness continued to explain the hazards of a right turn lane and how the right turn lane will not increase safety or visibility on the corner.

Commissioner Hudak commented on an issue at NW 3<sup>rd</sup> Street, whereby, there is not a right turn lane and a traffic light will not be installed. His concern is that it will be the same argument years down the road when the residents want the right turn lane in order to get the light.

Mayor Ganz opened the public hearing.

**CONSENT - AGREEMENTS & EXPENDITURE REQUESTS – CONTINUED**

**Dennis Mele, 200 E. Broward Boulevard, Fort Lauderdale**, spoke on behalf of the applicant. When the land use plan amendment was done for the property, there was a traffic study. The City's traffic engineer reviewed and recommended a right turn lane which became a condition of approval included in the original development agreement. After work was done to designate the area of the turn lane, a resident called expressing concern that they were cutting into [inaudible], even though it was public right-of-way. After stopping the work and having a series of meetings with staff, their position is to follow whatever directive staff provides. Thereafter, he explained how the \$27,000 was derived.

Mayor Ganz closed the public hearing.

*Thereafter was a brief discussion regarding the turn lane and a traffic light which was preferred.*

In response to Commissioner Hudak's question, Mr. Soroka replied that there were two (2) amendments to the original development agreement and the amendment considered now; one is an extension of time for them to complete the construction of the EMS station in light of City requested modifications. If approved, they will have an additional year with the ability of the City Manager to extend up to another six (6) months. If the proposed amendment is approved, the language would read that if the City instructs the developer to build the turn lane by or before the 300<sup>th</sup> building permit, they will build it; if not, they will give the City a check for \$27,000.

**MOTION was made by Commissioner Hudak, seconded by Commissioner Parness, to approve Item 7, adopted Resolution 2020/031. Roll Call:**

**Yeas:** 4 - Commissioner Hudak, Commissioner Parness, Commissioner Preston and Vice Mayor Drosky

**Nays:** 1 - Mayor Ganz

**DEPARTMENTAL BUSINESS**

- 8. ORDINANCE 2020/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, ADOPTING AN AMENDMENT TO THE CITY BUDGET FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2020; APPROVING SUPPLEMENTAL APPROPRIATIONS AND BUDGET TRANSFERS IN THE AMOUNT OF \$2,341,276 FROM FUND BALANCE TO THE GENERAL FUND AND FROM THE GENERAL FUND TO THE BUILDING SERVICES FUND TO APPROPRIATE ADDITIONAL BUILDING FEE REVENUE RECEIVED FROM INCREASED BUILDING, INSPECTION AND PERMITTING ACTIVITY TO RELATED EXPENDITURES; CARRYING FORWARD \$250,000 IN THE SPECIAL REVENUE FUND FOR CDBG PURCHASE ASSISTANCE; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.**

The Ordinance was read by title only.

David Santucci, City Manager, provided a PowerPoint which outlined the components of the budget transfer; thereafter, he introduced Eric Power, Director of Planning & Development Services, and Gerri Lazarre, TriMerge Consultant to respond to any technical questions. Immediately following this presentation, Calvin Giordano & Associates will outline additional details of their services and how they have expanded throughout the course of their contract. Additionally, they will outline the level of services provided to keep up with building activity in the past three (3) to four (4) years.

Budget Amendment – CDBG – Mr. Santucci said the first component is to carry forward \$250,000 from FY 2009 [s/b 2019] for CDBG funding. The funding was allocated to FY 19 for the Purchase Assistance Program for five (5) residents to provide them with down payment and closing cost assistance to purchase homes from the South Florida Community Land Trust affordable housing construction project. Completion was expected in FY 2019, but delays with construction moved the closings to FY 2020. The request would move the funds from FY 2019 Special Revenue Fund to FY 2020 Special Revenue Fund to accommodate those payments.

## **DEPARTMENTAL BUSINESS – CONTINUED**

Budget Amendment – FY19 Building Services – Mr. Santucci explained that when the budget is presented to the Commission in June, they are estimating revenues for building services in early April/May. In 2019, above what was originally budgeted, projects were moving a lot quicker than expected; i.e. JM Family Buildings A & B; Fairfield Inn and DoubleTree renovations and others. These unforeseen building revenues totaled \$1.1 million in FY 2019. In addition, there were 1,000 more building permits issued than the previous year which is an indication of the economic activity within the City. He explained how the contractor for building services is paid; the budgeted amount is paid over 12 equal installments throughout the year. At the end of the year, after 90 days of closing, and 30 days thereafter to make payment, a “true-up” must be done, which would determine the actual revenue and net revenue. If more building activity was done than budgeted, they are owed a true-up, if less activity, they would owe the City. Because of the amount of economic development and building activity throughout the City, it was a better year and the “true-up” payment to be paid to the contractor is roughly \$2.3 million.

Additionally, Mr. Santucci said a separate building fund was created this fiscal year; therefore, both revenues and expenditures occur in that fund. In FY19, building services was a separate division, but still within the General Fund. After year-end close, the funds would go into the Fund Balance; thus, the \$2.3 million must be transferred from the Fund Balance to the Building Services Fund to make the contractual obligation payment to Calvin Giordano.

Budget Amendment – FY20 Building Services – Mr. Santucci said staff reviewed FY20 again, whereby, other projects are forthcoming. As such, the year will be better than FY19 and a budget adjustment is suggested to the FY20 Building Services Fund of \$1.7 million as it is the anticipated revenue for the end of the year. This is a budget estimate based on the building activity anticipated.

Budget Amendment – Building Services – Mr. Santucci highlighted the table which outlines the total building permits issued from 2016 through January 2020, which has dramatically increased. The total value of construction is also outlined but varies due to the value of construction and being a large scale project like the Broward North Hospital expansion. When projects are large scale, the complexity of the permitting increases as well.

Continuing, Mr. Santucci commented on the pie chart which shows the distribution of total revenue for building services. Thereafter, he introduced Chris Giordano who will comment on building services and operations.

Inspection Activity & Hours – Mr. Giordano outlined various increases in services, i.e. the number of hours per inspection, per plan review and revenues and permit increases. Inspection activity has increased from 18,742 to 28,834. Inspector hours have increased by approximately 110% because some inspections are more complex and take additional time to complete.

Plan Review Activity & Hours – Mr. Giordano said there was a 27% increase on the number of plan reviews, which those were also more complex. Plan review hours increased by 32.55% with a 4.3% in time to review. As activity increases, they must increase staff; conversely, when the work slows, they decrease staff.

Total Activity & Hours – Mr. Giordano said total staff includes plan reviewers and inspectors, building officials, assistant building officials and permit clerks. Total activity has increased by 43.28%; total staff hours increased by approximately 23%; total staff cost per hour increased by 18.25% wherein, additional staff were brought in to handle more complex cases. He advised that approximately 1,575 hours were paid in overtime during the fiscal year.

Outsourcing Advantages – Mr. Giordano said there is an increased level of customer service and reduced permit turnaround times. He advised that there have been many positive reviews from permit applicants, business owners, etc. Lastly, the City always retains 15% of permit fees and never has to worry about staffing. He continued to outline the advantages to outsourcing.

Customer Service – Mr. Giordano read an excerpt from Lennar, outlining their professionalism and excellence. In closing, he said they are increasing staffing levels to match the demand.

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

Commissioner Parness applauded Calvin Giordano for their service as they are extremely responsive.



## **DEPARTMENTAL BUSINESS – CONTINUED**

Anthony Soroka, City Attorney, asked that the title be amended should the Ordinance be approved; whereas, the change would indicate from the Fund Balance of the General Fund to the Building Services Fund in the title and in the fifth whereas clause. He explained that the Fund Balance is housed in the General Fund and there would only be one (1) transfer from the General Fund to the Building Services Fund.

Vice Mayor Drosky said he understands why it needs to be done, but this would have been simpler if the Building Fund were previously created. He said \$2.4 million is not insignificant and shows the activity in the City. Moreover, he was concerned about the figure, but received verification that it was legitimate. As such, he asked that the percentages in the contract be reconsidered upon renewal since the money is only being transferred now for fiscal year 2019. It seems there is wiggle room for the City and reiterated the City Manager to negotiate because he will not support it moving forward.

Mr. Santucci said the budget amendment does not relate directly to the contract or renewal, it only effectuates the contractual obligation and payments due to Calvin Giordano for Fiscal Year 2019 and to reflect what the budget is perceived to be for Fiscal Year 2020 and transferring the \$250,000 to make payments for the homebuyer assistance program. Lastly, he acknowledged Vice Mayor Drosky's request on contract negotiation.

**MOTION was made by Commissioner Parness, seconded by Commissioner Hudak, to approve Item 8 on first reading, as amended. Roll Call:**

**Yeas:** 4 - Commissioner Hudak, Commissioner Parness, Commissioner Preston and Mayor Ganz

**Nays:** 1 - Vice Mayor Drosky

## **COMMENTS BY ADMINISTRATION AND LEGAL**

### **CITY MANAGER**

Recycling Update – David Santucci, City Manager, said the first letter received from Waste Management states the removal of mixed paper from the recycling stream effective August 2020. They received a lot of comments on their decision and last week, a second letter was received advising that they would accept mixed paper. Since it is creating a lot of confusion for residents, he recommended not releasing anything else to the public regarding mixed paper due to the varying extremes by Waste Management.

Recycling Workshop - Mr. Santucci said a workshop related to recycling will be held in the near future and will provide all the options on recycling and the impacts to the City. Until the workshop is held, he asked that there not be any additional communication regarding what materials can be recycled.

Commissioner Hudak said he supports a limited stream recycling program to make it simpler for the residents.

Vice Mayor Drosky said mixed paper will either be burned by Waste Management or added to the landfill. The problem still exists and recycling still has limits.

Commissioner Parness said since Waste Management is willing to accept mixed paper, the landfill gets less in terms of what is charged for garbage. If mixed paper goes into regular garbage it costs more per ton to pick up regular garbage than recyclable material and it goes from \$55/ton to \$96/ton. This maybe a stop gap, but the residents pay lower garbage bills than if everything were piled up in the garbage. Even if temporary, it is a better situation than having all garbage.

### **CITY ATTORNEY**

Vacation Rental Legislation – Anthony Soroka, City Attorney, said the Commission previously approved a resolution urging the State Legislature to vote down legislation that would preempt vacation rental regulation to the State. It was moving pretty quickly through the Florida Senate and went on to the Rules Committee. On March 2, 2020, the Rules Committee suspended the Bill which looks good; however, the House Bill is still moving forward. He recommended contacting the House Representatives as it has been placed on the Special Order calendar for Friday, March 6<sup>th</sup>.

**COMMENTS BY MAYOR AND CITY COMMISSIONERS****COMMISSIONER HUDAK****DISTRICT 1**

Legislation – Commissioner Hudak said there was an issue last week in Little Harbor with a party house which was successfully handled by the Broward Sheriff's Office. Also, he attended the HOA meeting on Sunday and received information to send out to the Governor regarding the City's aversion to the Bill going through the House and Senate. He recommended that the residents also reach out to their elected officials.

Upcoming Events - Commissioner Hudak outlined the following events: Chamber Breakfast, tomorrow morning at the Wyndham; Movies in the Park on Friday at Sullivan Park from 7 pm till 9 pm; Kiwanis Family Fun Day on March 14<sup>th</sup> at Sullivan Park from 11 am till 3 pm.

District Meetings – Commissioner Hudak said the District 1 quarterly meeting will be held on Thursday March 12<sup>th</sup> in the Commission Chambers at 7 pm. Furthermore, District 1 Saturday hours will be held on March 14<sup>th</sup> from 10 am till noon.

**COMMISSIONER PRESTON****DISTRICT 2**

Coronavirus – Commissioner Preston asked that information be posted to City's website regarding the virus as there is a lot of information going out nationally.

David Santucci, City Manager, advised that staff has started updating the website with information from the CDC and Broward County and will continue to release it to various outlets as the situation moves forward. Additionally, staff is working on obtaining information, resources and supplies for employees as well as event/program participants.

Counseling Session – Commissioner Preston commended the City Manager and staff for the grief counseling session at Fire Station 102 regarding the recent suicide. He and Broward County staff members attended and is thankful for those able to assist families during this time.

Traffic Light – Commissioner Preston asked for an update regarding a traffic light at SW 11<sup>th</sup> Way and Buck Pride Way.

Branhilda Memorial Park Parking – Commissioner Preston said there is an issue with parking and asked that it be addressed; whereby, he previously asked for assistance.

MLK & Black Heritage Events – Commissioner Preston said these events are grand for the City and organizing them can be extremely challenging; therefore, he asked that letters of commendation go to Ashley Molina, Cory Cody and Carolyn Marshall for their hard work. Lastly, he thanked the Commission for their participation as well.

Town Hall Meeting – Commissioner Preston said during the Town Hall Meeting, residents spoke positively about the event. He thanked the Commission for coming out as it was appreciated by the residents.

Commissioner Parness said this is the 6<sup>th</sup> year that he attended the Black Heritage event and he enjoys the event.

**COMMISSIONER PARNES****DISTRICT 3**

Condolences – Commissioner Parness said he met Justin Flippen, former Wilton Manors Mayor, 15 years ago and knew him as a friend. They were both part of the local Democratic Club where Mr. Flippen was the secretary and had just graduated from law school. Commissioner Parness applauded Mr. Flippen's life and said it is a great loss.

District 3 Meeting – Meadow Lakes – Commissioner Parness said on March 30<sup>th</sup>, a District 3 meeting will be held at Meadow Lakes. Further, he advised that the Meadow Lakes residents are interested in having staff attend to understand what they do and how to reach out to them.

**COMMENTS BY MAYOR AND CITY COMMISSIONERS – CONTINUED****VICE MAYOR DROSKY****DISTRICT 4**

Condolences – Vice Mayor Drosky said Mr. Flippen served on the Broward League of Cities with him and his contributions will be missed. He said his thoughts and prayers go out to his family.

Sip & Stroll – Vice Mayor Drosky said the event was very successful and sold out. He commended parks staff, in particular, Adele, for undertaking the event as it was even better than last year.

Office Hours – Vice Mayor Drosky said he will hold office hours on March 7<sup>th</sup> from 10 am till noon.

Waste Management Electrical Generation Facilities – Vice Mayor Drosky said other colleagues in Broward County believe this is just the first step to the increase in height of “mount trashmore”. The change from electrical generation facilities to industrial is code for removing the electrical [inaudible] and filling in that quadrant up to 215 or 225 and once that space is filled out then making the entire dump higher than that. The letter sent from staff to the County outlined the opposition; nevertheless, we must keep an eye on this going forward.

Mr. Santucci said the City submitted a letter to the Planning Council, but it was a required staff report that had to be sent in a short time.

Vice Mayor Drosky said another notification was received today, but he has not had an opportunity to read it; notwithstanding, it seems the notices keep coming forward. He said both he and the Mayor are keeping an eye on it since it borders his district.

Greater Fort Lauderdale Alliance Conference – Vice Mayor Drosky thanked the Commission for changing the meeting to tonight as he attended a biannual trip to a sister city, Charlotte, North Carolina to study their best practices. He was the only elected official from a municipality, whereas, it gave Deerfield Beach the platform throughout the three-day conference. Thereafter, Vice Mayor Drosky briefly highlighted historical facts on Charlotte. Vice Mayor Drosky commented on steps Charlotte has taken to make their city tech savvy in the uptown area. As part of the Health Committee, Vice Mayor Drosky said the Chair asked at the end of every meeting what they thought of Fort Lauderdale/Broward County and all the responses included the weather, retirement, beaches, etc. No one said technology or had a desire to relocate their business for tech or medical, as the area is not thought of that way. He said there must be a way to rebrand ourselves so the area is thought of for more than the aforementioned.

Continuing, Vice Mayor Drosky said the health care system in Charlotte is dominated by two (2) companies; Atrium and Novant, but in Broward County we have Broward Health and the Memorial Systems. The difference being in Charlotte, both the competitors communicate with each other as it pertains to the patients. There is also a non-profit board that helps promote healthy eating choices, dietary habits and food desserts to its residents and school children. This is also a way to bring food to lower income individuals. The board is composed of Atrium, Novant and other community partners who work together in harmony. He commented on how healthcare has dramatically improved and that the doctors are second to none.

Additionally, Vice Mayor Drosky said Memorial and Broward Health were on the same committee as well as Florida Blue and realized that their companies are not necessarily friendly which is not in the best interest of the consumer. He said having this void provides an opportunity to the Deerfield Beach Economic Development Council (EDC). Although there is no easy fix, companies are looking for various aspects to relocate and there are many attributes South Florida offers. Thereafter, Vice Mayor Drosky provided other takeaways from the conference; wherein, myriad changes have helped to redevelop the area. The last meeting consisted of those in the health/life sciences field; e.g. a company who only makes the coating for a needle for easy insertion has moved to the area. He recommended working with the City's Economic Development staff and the EDC.

Meeting Change – Vice Mayor Drosky asked if it is possible to move the May 19th City Commission Meeting to Monday, May 18th because the Florida League of Cities has an advocacy meeting from May 20th – 21th. He said he will be attending, but has to leave on May 19th.

**COMMENTS BY MAYOR AND CITY COMMISSIONERS – CONTINUED****MAYOR BILL GANZ**

Accolades - Mayor Ganz thanked Vice Mayor Drosky for attending the event. He also thanked Commissioner Parness for having a meeting in Meadow Lakes and Commissioner Preston for the Town Hall meeting, which was educational and outstanding. Mayor Ganz also thanked staff for Sip N Stroll which was also successful.

Complaints – Mayor Ganz said there have been numerous complaints regarding the beach restrooms and he is not happy with them and hopes it has been resolved.

**ADJOURNMENT**

*There was no further business to be conducted.*

**MOTION was made by Commissioner Parness, seconded by Commissioner Hudak, to adjourn the meeting at 9:39 p.m. Voice Vote:**

**Yeas:** 5 - Commissioner Hudak, Commissioner Parness, Commissioner Preston, Vice Mayor Drosky and Mayor Ganz

**Nays:** 0

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BILL GANZ, MAYOR

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Samantha Gillyard, CMC, City Clerk



# City of Deerfield Beach

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

## Face Sheet

File Number: I.D. 2020-313

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**Agenda Date:** 3/17/2020

**Status:** QUASI-JUDICIAL PUBLIC  
HEARINGS

**In Control:** City Commission

### Title

P.H. 2020-042: APPLICATION NO. 19-P-225

### Recommended Action

Commission to vote on Resolution

### Voting Requirement

Adoption requires a 3/5 vote of the City Commission

### Background/History

The Applicant is requesting approval to amend the restrictive note on the “Manchester Plat” (Plat Book 124, Page 24) to 105,000 square feet of medical office use to accommodate a proposed medical laboratory facility.

Per the plat, the County currently restricts the subject parcels to industrial use only. The proposed plat note amendment would permit the relocation of Integrated Regional Laboratory (IRL) from Fort Lauderdale to Deerfield Beach. IRL provides clinical testing services for its HCA Healthcare hospitals, physicians, nursing homes, and surgery centers. The medical laboratory use is a permitted use in the Industrial zoning district.

The Applicant is proposing to utilize the existing vacant building for its operations once relocated. The Applicant intends on submitting a minor site plan modification for façade and parking lot improvements, which requires administrative review and Community Appearance Board approval. At this time, no additional applications have been submitted for the site that require approval of City Commission.

The applicant is requesting to amend the restrictive note as follows:

Existing Note:

“Industrial uses only. Commercial/retail uses are not permitted without approval of the Board of County Commissioners, who shall review and address these for increased impacts.”

Proposed Note:

“Parcel C-1 is restricted to 105,000 square feet of medical office use and the remainder of the plat is

restricted to industrial use.”

Per Broward County platting requirements, no local government may grant an application for a building permit for the construction of a principal building on a parcel of land unless a plat, including the parcel for the permit, has been approved by the Broward County Commission.

The County requires approval from the City as part of their approval process for the plat.

**RESOLUTION NO. 2020/**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE PLAT APPLICATION SUBMITTED BY HEALTH SERVICES (DELAWARE), INC. TO AMEND THE RESTRICTIVE PLAT NOTE ON THE MANCHESTER PLAT TO PROVIDE FOR 105,000 SQUARE FEET OF MEDICAL OFFICE USE WITH THE REMINADER OF THE PLAT RESTRICTED TO INDUSTRIAL USE FOR THE PROPERTY LOCATED AT 3131 AND 3201 SW 15<sup>TH</sup> STREET, WITHIN THE I INDUSTRIAL ZONING DISTRICT (APPLICATION NO. 19-P-225); PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE**

**WHEREAS**, Application No. 19-P-225 (the “Plat Application”) has been submitted to the City by Health Services (Delaware), Inc. (the “Applicant”) to amend the restrictive plat note on the Manchester Plat in order to provide for 105,000 square feet of medical office use to accommodate a proposed medical laboratory facility for the property located at 3131 and 3201 SW 15th Street, within the I (Industrial) Zoning District (the “Development”); and

**WHEREAS**, the site for the existing Development is approximately 5.67 gross acres legally described as MANCHESTOR PLAT, PLAT BOOK 124, PAGE 24, PORTION OF PARCEL C, as more particularly described in the file and located at 3131 and 3201 SW 15th Street, Deerfield Beach, Florida (the “Property”); and

**WHEREAS**, the existing Plat note restricts the property to industrial use only and the Plat Application proposes to modify the note to read “Parcel C-1 is restricted to 105,000 square feet of medical office use and the remainder of the plat is restricted to industrial use”; and

**WHEREAS**, the Applicant is proposing to utilize the existing vacant building on the Property for its clinical testing operations once relocated; and

**WHEREAS**, the Plat Application for the Development was reviewed by pertinent City staff; and

**WHEREAS**, the City Commission has considered the evidence and testimony presented by the Applicant and other interested parties and the recommendations of the various City of Deerfield Beach review agencies and staff; and

**WHEREAS**, the City Commission has determined that the Plat Application meets all departmental and Land Development Code requirements and finds it in the best interest of the City to approve the Plat Application.

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

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

**Section 2.** The Plat Application is hereby approved, subject to the conditions set forth in the Plat Application and the Development Review Comments dated February 19, 2020, which conditions are hereby incorporated herein by this reference.

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

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

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

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

\_\_\_\_\_  
BILL GANZ, MAYOR

ATTEST:

\_\_\_\_\_  
SAMANTHA GILLYARD, CMC, CITY CLERK



**RESOLUTION NO. 2020/**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, DENYING THE PLAT APPLICATION SUBMITTED BY HEALTH SERVICES (DELAWARE), INC. TO AMEND THE RESTRICTIVE PLAT NOTE ON THE MANCHESTER PLAT TO PROVIDE FOR 105,000 SQUARE FEET OF MEDICAL OFFICE USE WITH THE REMINADER OF THE PLAT RESTRICTED TO INDUSTRIAL USE FOR THE PROPERTY LOCATED AT 3131 AND 3201 SW 15TH STREET, WITHIN THE I INDUSTRIAL ZONING DISTRICT (APPLICATION NO. 19-P-225); PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE**

**WHEREAS**, Application No. 19-P-225 (the “Plat Application”) has been submitted to the City by Health Services (Delaware), Inc. (the “Applicant”) to amend the restrictive plat note on the Manchester Plat in order to provide for 105,000 square feet of medical office use to accommodate a proposed medical laboratory facility for the property located at 3131 and 3201 SW 15th Street, within the I (Industrial) Zoning District (the “Development”); and

**WHEREAS**, the site for the existing Development is approximately 5.67 gross acres legally described as MANCHESTOR PLAT, PLAT BOOK 124, PAGE 24, PORTION OF PARCEL C, as more particularly described in the file and located at 3131 and 3201 SW 15th Street, Deerfield Beach, Florida (the “Property”); and

**WHEREAS**, the City Commission has reviewed the Plat Application and finds that the Plat Application fails to satisfy the requirements of \_\_\_\_\_.

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

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

**Section 2.** The Plat Application is hereby denied based upon the failure to meet the requirements of \_\_\_\_\_.

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

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

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

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

\_\_\_\_\_  
BILL GANZ, MAYOR

ATTEST:

\_\_\_\_\_  
SAMANTHA GILLYARD, CMC, CITY CLERK



## PUBLIC HEARING NOTICE

March 6, 2020

Dear Property Owner:

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

**P.H. 2020-042: APPLICATION NO. 19-P-225**

Applicant: **Health Services (Delaware), Inc., represented by Thuy Turner of Kimley-Horn & Associate, Inc**

Proposal: Request to amend 105,000 square feet of Industrial use to Medical Office on the "Manchester Plat" (Plat Book 124, Page 24) with the remaining restricted to Industrial use.

Location: The properties are generally described as MANCHESTOR PLAT, PLAT BOOK 124, PAGE 24, PORTION OF PARCEL C, more particularly described in the file, and located at **3131 and 3201 SW 15<sup>th</sup> Street.**

A public hearing will be held on **TUESDAY, MARCH 17, 2020 at 7:00 p.m.** in the City Commission Chambers. All interested parties may appear in person to offer evidence in support of or against the proposal. Further information may be obtained at [www.deerfield-beach.com/agendas](http://www.deerfield-beach.com/agendas) or from the Planning and Development Services Department during business hours in City Hall, 150 N.E. 2<sup>nd</sup> Avenue, Deerfield Beach, FL 33441, phone: (954) 480-4206.

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

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

Samantha Gillyard, CMC, City Clerk





# Public Hearing Notice Map

Plat Note Amendment

Application No. 19-P-225

**3131 & 3201 SW 15 Street**

For additional information  
call the Planning Department at 954-480-4206  
or visit [www.deerfield-beach.com/boardagendas](http://www.deerfield-beach.com/boardagendas)

0 180 360 Feet







# DEVELOPMENT PLAN APPLICATION

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

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

## PROJECT INFORMATION:

### TYPE OF REQUEST (check all that apply)

- |                                                                                    |                                                                                    |
|------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|
| <input type="checkbox"/> New Site Plan / Site Plan Modification (See Attachment A) | <input checked="" type="checkbox"/> Plat or Plat Note Amendment (See Attachment F) |
| <input type="checkbox"/> Community Appearance Board (See Attachment B)             | <input type="checkbox"/> Conditional Use (See Attachment G)                        |
| <input type="checkbox"/> Variance (See Attachment C)                               | <input type="checkbox"/> Vacation & Abandonment (See Attachment H)                 |
| <input type="checkbox"/> Technical Deviation (See Attachment D)                    | <input type="checkbox"/> ROW Variance (See Attachment I)                           |
| <input type="checkbox"/> Rezoning (See Attachment E)                               | <input type="checkbox"/> Sign Variance (See Attachment J)                          |

Project Name: Deerfield Integrated Regional Laboratory (Deerfield IRL)

Property Owner: Health Services(Delaware),Inc.

Applicant (if different from Owner): Kimley-Horn and Associates, Inc.

Agent (if different from Owner/Applicant): Thuy Turner, AICP

Address of Property: 3131 & 3201 SW 15 Street, Deerfield Beach, FL 33442

Legal Description of Property (lot, block, tract, subdivision): \_\_\_\_\_

MANCHESTER PLAT, Plat Book 124, Page 24, Portion of Parcel C

Description of Project: Plat note amendment to accommodate the proposed medical office use.

New Development (Y/N): \_\_\_\_\_

Zoning District: \_\_\_\_\_

Existing Use: \_\_\_\_\_

Lot Area (acres): \_\_\_\_\_

Sq. Ft. of Structure (existing): \_\_\_\_\_

Modification to Existing Development (Y/N): Yes

Future Land Use Category: \_\_\_\_\_

Proposed Use: \_\_\_\_\_

Number of Dwelling Units (proposed): \_\_\_\_\_

Sq. Ft. of Structure (proposed): \_\_\_\_\_

Industrial

Medical Office

104,211 Sq. Ft.

Health Services (Delaware), Inc.

Agent Signature: \_\_\_\_\_

Name Printed: Thuy Turner

Address: 600 N. Pine Island Rd, Plantation, FL 33324

Telephone: 954-828-2400

Email: thuy.turner@kimley-horn.com

Owner Signature: \_\_\_\_\_

By: \_\_\_\_\_

Name Printed: Nicholas L. Paul, Vice President

Address: One Park Plaza, Nashville, TN 37203

Telephone: (615) 344-5962

Email: nick.paul@hcahealthcare.com







For Office Use Only  
Application No. 19-P-225  
Submittal Date: 12/6/19

## ATTACHMENT F

### APPLICATION FOR PLAT OR PLAT NOTE AMENDMENT

Pursuant to Code Section 98-12.

Application Type (Check applicable box)

☐ Plat Approval

☒ Plat Note Amendment

COMPLETE ALL SECTIONS OF APPLICATION LEGIBLY.  
INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED.

*An application must be deemed complete and in compliance with the Land Development Code by Staff prior to the items being scheduled for public hearing.*

#### REQUIRED SUBMITTALS

All of the following items must be submitted to be deemed a complete application (*documentation may be provided with the development plan application requirements in Attachment A*):

- ☐ **Complete Application** (including Development Plan Application Form)
- ☐ **Application Processing Fee** (See fee schedule)
- ☒ **Proof of Ownership** from the property owner. If the owner cannot be verified through the Broward County Tax Roll, a copy of either the recorded warranty deed, valid purchase contract, or a signed and notarized letter from the owner of record must be submitted with this application.
- ☒ **Disclosure Affidavit** for all owners, representatives, and applicants for the project that will be speaking on behalf of the application.
- ☐ **Agent Authorization Letter** if applicable, authorizing the applicant/agent to act on all property owners' behalf.
- ☐ **Public Notice Requirements** (for applications requiring City Commission approval only) as required by the provisions set forth in Code Section 98-35(1).
- ☐ **(5) 24"x 36", (1) 11"x17", & (1) Electronic Copy of Current Boundary Survey** (*12 months or less*) signed and sealed by a Florida registered surveyor of the subject property, containing the information required by Code Section 98-13(b)(8)(b).
- ☐ **(5) 24"x 36", (1) 11"x17", & (1) Electronic Copy of Proposed Plat** consistent with requirements set forth in Article IX Division 3 of the Broward County Land Development Code.
- ☐ **One (1) Digital CD** of required submittals listed above must be provided.
- ☐ **Other Information** may be required as determined by staff.

Page 1 of 2

City of Deerfield Beach • Planning & Zoning Division  
150 NE 2<sup>nd</sup> Avenue • Deerfield Beach, FL 33441  
Office 954-480-4206 • **Questions?** Web.planning@deerfield-beach.com





**PROPOSED NOTE AMENDMENT** (To be completed for plat note amendment applications only.)

Existing Plat Note: Industrial Uses Only. Commercial/retail uses are not permitted without the approval of the Board of County Commissioners, who shall review and address these for increased impacts.

Proposed Plat Note: Parcel C-1 is restricted to 105,000 square feet of Medical Office Use and the remainder of the plat is restricted to Industrial Use.

**\*Public Notice and Advertising Requirements\***

*Pursuant to Code Section 98-35(1), prior to any public hearing of the city commission for a development permit as described in section 98-12 of this Code, the applicant shall provide proper notification to the public in compliance with this section and all applicable county, state and federal law.*





## DISCLOSURE AFFIDAVIT

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

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

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

A. Shall not induce, attempt to offer, solicit or knowing assist any person in violating the Ethics Code.

B. All applicants shall include the following with their application, proposal, or bid:

(Attach additional sheets as needed for each item.)

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

NONE

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

NONE





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

None

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

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

I, Nicholas L. Paul, have received a copy of the ordinance and understand the ordinance requirements.

Applicant: Health Services (Delaware), Inc.

Nicholas L. Paul  
Nicholas L. Paul, Vice President

2/11/20

Date

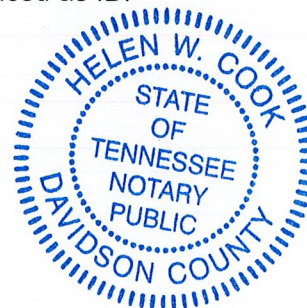
Sworn to and subscribed before me this 11 day of February, 2020.

By: Helen W. Cook  
Helen W. Cook

Produced as ID:

Tennessee  
Notary Public, State of ~~Florida~~

My Commission Expires  
January 3, 2022



For Office Use Only

Date: \_\_\_\_\_

Application \_\_\_\_\_

Nos.: \_\_\_\_\_



## DISCLOSURE AFFIDAVIT

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A. Shall not induce, attempt to offer, solicit or knowing assist any person in violating the Ethics Code.

B. All applicants shall include the following with their application, proposal, or bid:

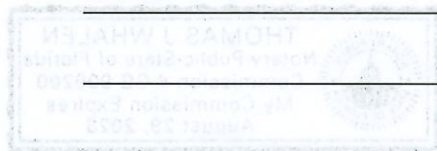
(Attach additional sheets as needed for each item.)

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

None

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

None





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

None

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

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

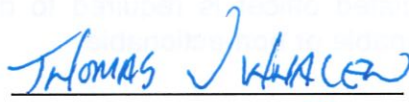
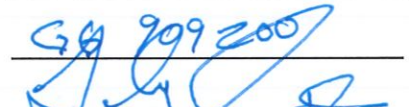
I, Thuy Turner, have received a copy of the ordinance and understand the ordinance requirements.

Applicant

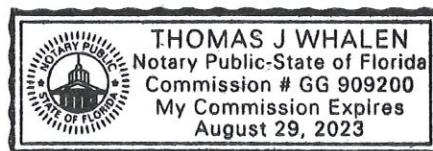
  
Signature

Date 12/3/19

Sworn to and subscribed before me this 3rd day of December, 2019.

By:   
GG 909200  
  
Notary Public, State of Florida

Produced as ID:





December 6, 2019

Tina Jou, AICP  
Principal Planner  
Planning and Development Services  
City of Deerfield Beach  
150 NE 2<sup>nd</sup> Avenue  
Deerfield Beach, FL 33441

**RE: *Plat Note Amendment Application for the Manchester Plat (Deerfield IRL)***

Dear Tina,

We are requesting to amend the plat note restrictions to the Manchester Plat (Plat Book 124, Page 24) for the property located at 3201 & 3131 SW 15 Street, Deerfield Beach. The current plat note reads as follow:

***Industrial uses only. Commercial/retail uses are not permitted without the approval of the Board of County Commissioners, who shall review and address these for increased impacts.***

The proposed note will read:

***Parcel C-1 is restricted to 105,000 square feet of medical office use and the remainder of the plat is restricted to industrial use.***

Here is a summary of the project:

- Description of use - IRL is wholly owned by HCA. Our existing Fort Lauderdale operation (to be relocated to the City of Deerfield Beach) provides clinical testing services for its (HCA) hospitals across Florida as well as to non-affiliated healthcare providers including hospitals, physicians, nursing homes, and surgery centers.
- Square footage breakdown of uses

| Use          | First Floor   | Second Floor |
|--------------|---------------|--------------|
| Mechanical   | 5,572         | -            |
| Office       | 11,090        | 6,233        |
| Lab          | 24,852        | -            |
| Circulation  | 13,847        | 1,552        |
| Common Space | 4,423         | 488          |
| Warehouse    | 3,339         | -            |
| <b>Total</b> | <b>63,123</b> | <b>8,273</b> |

Please contact me at (954) 828-2400 or [thuy.turner@kimley-horn.com](mailto:thuy.turner@kimley-horn.com) should you have any question.

Sincerely,

Thuy Turner, AICP



THIS PLAT RESTRICTED AS FOLLOWS: GENERAL INDUSTRIAL USES ONLY. COMMERCIAL/RETAIL USES ARE NOT PERMITTED WITHOUT THE APPROVAL OF THE BOARD OF COUNTY COMMISSIONERS, WHO SHALL REVIEW AND ADDRESS THESE FOR INCREASED IMPACTS.

**BROWARD COUNTY FINANCE AND ADMINISTRATIVE SERVICES DEPARTMENT, COUNTY RECORDS DIVISION-RECORDING SECTION:**

THIS INSTRUMENT WAS FILED FOR RECORD THIS 18th DAY OF July A.D. 1985, AND RECORDED IN PLAT BOOK 124 AT PAGE 24 RECORD VERIFIED.

ATTEST: F. T. JOHNSON  
COUNTY ADMINISTRATOR

BY Carole C. Doyle  
DEPUTY

**BROWARD COUNTY FINANCE AND ADMINISTRATIVE SERVICES DEPARTMENT, COUNTY RECORDS DIVISION-MINUTES SECTION:**

THIS IS TO CERTIFY THAT THIS PLAT COMPLIES WITH THE PROVISIONS OF CHAPTER 177, FLORIDA STATUTES, AND WAS ACCEPTED FOR RECORD BY THE BOARD OF COMMISSIONERS OF BROWARD COUNTY, FLORIDA THIS 19th DAY OF MARCH A.D. 1985.

ATTEST: F. T. JOHNSON  
COUNTY ADMINISTRATOR

BY [Signature]  
CHAIRMAN-BOARD-OF  
COUNTY COMMISSIONERS

BY [Signature]  
DEPUTY

**BROWARD COUNTY PLANNING COUNCIL:**

THIS IS TO CERTIFY THAT THE BROWARD COUNTY PLANNING COUNCIL APPROVED THIS PLAT WITH REGARD TO DEDICATION OF RIGHTS-OF-WAY FOR TRAFFICWAYS BY RESOLUTION DULY ADOPTED THIS 6th DAY OF December A.D. 1984.

BY [Signature] 2-28-85  
DATE

**BROWARD COUNTY ENGINEERING DIVISION:**

THIS PLAT IS APPROVED AND ACCEPTED FOR RECORD.

BY [Signature] 2-16-85  
HENRY P. COOK  
DIRECTOR  
FLORIDA P.E. NO. 12506  
DATE

**CITY CLERK'S CERTIFICATE:**

STATE OF FLORIDA SS COUNTY OF BROWARD THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN ACCEPTED AND APPROVED FOR RECORD BY THE CITY COMMISSION OF DEERFIELD BEACH, FLORIDA, IN AND BY A MOTION DULY ADOPTED BY THE CITY COMMISSION ON THE 8th DAY OF JANUARY, 1985.

IN WITNESS WHEREOF I HAVE EXECUTED THESE PRESENTS AND AFFIXED THE CORPORATE SEAL OF THE CITY OF DEERFIELD BEACH, FLORIDA, IN SAID CITY THIS 27th DAY OF January, 1985.

BY: [Signature]  
CITY CLERK

**CITY ENGINEER:**

THIS IS TO CERTIFY THAT THIS LAND DEVELOPER HAS COMPLIED WITH THE APPLICABLE PROVISIONS SET FORTH IN TITLE 5 OF THE DEERFIELD BEACH CITY CODE.

DATE: 7-1-85

BY: [Signature]  
DALE G. HOLINBECK - CITY ENGINEER  
PROFESSIONAL ENGINEER NO. 21158  
STATE OF FLORIDA

**CITY PLANNING AND ZONING BOARD:**

THIS IS TO CERTIFY THAT THE PLANNING AND ZONING BOARD OF DEERFIELD BEACH, FLA. HAS APPROVED AND ACCEPTED THIS PLAT THIS 1st DAY OF NOVEMBER, 1984.

BY [Signature]  
CHAIRMAN  
THIS 29th DAY OF JANUARY, 1985.

# MANCHESTER PLAT

BEING A PORTION OF SECTION 10,  
TOWNSHIP 48 SOUTH, RANGE 42 EAST  
CITY OF DEERFIELD BEACH, BROWARD COUNTY, FLORIDA  
AUGUST 1984

BROWARD COUNTY OFFICE OF PLANNING

THIS PLAT IS ACCEPTED AND APPROVED FOR RECORDING THIS 2nd DAY OF May, 1985

BY [Signature]

**DESCRIPTION:**

THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER; THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER; ALL IN SECTION 10, TOWNSHIP 48 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA.

TOGETHER WITH:

BEGINNING AT THE CENTER OF SAID SECTION 10; THENCE SOUTHERLY ALONG THE EAST LINE OF THE WEST HALF OF SAID SECTION 10, A DISTANCE OF 35.01 FEET; THENCE WESTERLY, ALONG A LINE PARALLEL WITH AND 35.00 FEET SOUTH OF AS MEASURED AT RIGHT ANGLES TO THE NORTH LINE OF THE SOUTH HALF OF SAID SECTION 10, A DISTANCE OF 59.35 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY; THENCE WESTERLY AND NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1465.81 FEET, A CENTRAL ANGLE OF 12°35'08" AND AN ARC DISTANCE OF 320.76 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 10; THENCE EASTERLY, ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 10, A DISTANCE OF 378.26 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING:

THE EAST 60.00 FEET OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 10.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF DEERFIELD BEACH, BROWARD COUNTY, FLORIDA, CONTAINING 28.811 ACRES MORE OR LESS.

**DEDICATION:**

STATE OF FLORIDA SS COUNTY OF BROWARD THE MANCHESTER CORPORATION, A FLORIDA CORPORATION, OWNER OF THE LANDS DESCRIBED HEREON, HAS CAUSED SAID LANDS TO BE SURVEYED, SUBDIVIDED AND PLATTED IN THE MANNER SHOWN HEREON, AND TO BE KNOWN AS THE "MANCHESTER PLAT", AND THAT THE ADDITIONAL RIGHT-OF-WAY AND THE EASEMENTS AS SHOWN HEREON ARE HEREBY DEDICATED TO THE PUBLIC FOR PROPER PURPOSES.

IN WITNESS WHEREOF, THE ABOVE-NAMED CORPORATION HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS PRESIDENT AND ITS CORPORATE SEAL TO BE AFFIXED HERETO BY AND WITH THE AUTHORITY OF ITS BOARD OF DIRECTORS, THIS 7th DAY OF November, 1984.

[Signature]  
WITNESS

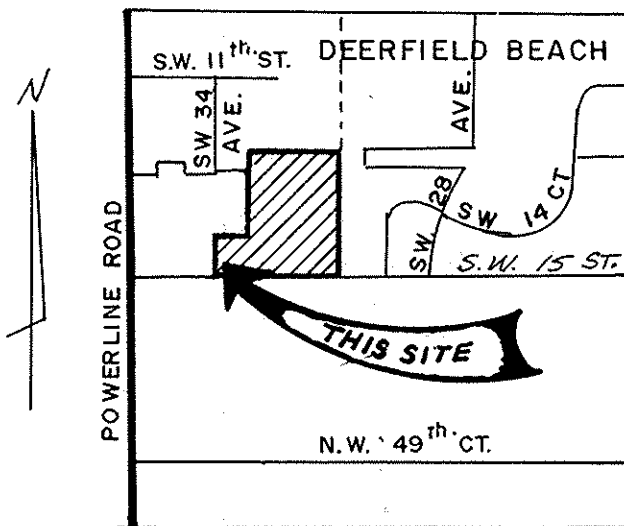
[Signature]  
WITNESS

**ACKNOWLEDGMENT:**

STATE OF FLORIDA SS COUNTY OF BROWARD I HEREBY CERTIFY THAT ON THIS DAY PERSONALLY APPEARED BEFORE ME, AN OFFICER DULY AUTHORIZED TO ADMINISTER OATHS AND TAKE ACKNOWLEDGMENTS, PATRICIA E. MASTERS, THE PRESIDENT OF THE MANCHESTER CORPORATION, TO ME WELL KNOWN AND KNOWN TO ME TO BE THE PERSON DESCRIBED HEREIN, WHO SEVERALLY ACKNOWLEDGED TO AND BEFORE ME, THE EXECUTION OF THE FOREGOING PLAT AND INSTRUMENT OF DEDICATION FOR THE PURPOSES AND USES EXPRESSED THEREIN. WITNESS MY HAND AND OFFICIAL SEAL THIS 7th DAY OF NOVEMBER, 1984.

MY COMMISSION EXPIRES: 1-28-85

[Signature]  
NOTARY PUBLIC  
STATE OF FLORIDA



LOCATION SKETCH  
N.T.S.

**MORTGAGE HOLDER:**

STATE OF FLORIDA SS COUNTY OF BROWARD THE UNDERSIGNED HEREBY CERTIFIES THAT IT IS THE HOLDER OF (A) MORTGAGE(S), LIEN(S), OR OTHER ENCUMBRANCE(S) UPON THE PROPERTY DESCRIBED HEREON AND DOES HEREBY JOIN IN AND CONSENT TO THE DEDICATION OF THE LAND DESCRIBED IN SAID DEDICATION BY THE OWNER THEREOF AND AGREES THAT ITS MORTGAGE(S), LIEN(S), OR OTHER ENCUMBRANCE(S) WHICH (IS) (ARE) RECORDED IN OFFICIAL RECORD BOOK 11890, AT PAGE 677 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SHALL BE SUBORDINATED TO THE DEDICATION SHOWN HEREON.

IN WITNESS WHEREOF, THE SAID CORPORATION HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS VICE-PRESIDENT AND ATTESTED TO BY ITS VICE-PRESIDENT AND ITS CORPORATE SEAL TO BE AFFIXED HEREON BY AND WITH THE AUTHORITY OF ITS BOARD OF DIRECTORS THIS 28th DAY OF NOVEMBER, 1984.

BARNETT BANK OF SOUTH FLORIDA, N.A., A  
NATIONAL BANKING ASSOCIATION

BY: [Signature]

ATTEST: [Signature]

**ACKNOWLEDGMENT:**

STATE OF FLORIDA SS COUNTY OF BROWARD BEFORE ME PERSONALLY APPEARED STEWART P. HICKS AND RICHARD C. ALLEN, TO ME WELL KNOWN, AND KNOWN TO ME TO BE THE INDIVIDUALS DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AS VICE-PRESIDENT AND VICE-PRESIDENT OF BARNETT BANK OF SOUTH FLORIDA, N.A., A NATIONAL BANKING ASSOCIATION, AND SEVERALLY ACKNOWLEDGED TO AND BEFORE ME THAT THEY EXECUTED SUCH INSTRUMENT AS SUCH OFFICERS OF SAID CORPORATION, AND THAT THE SEAL AFFIXED TO THE FOREGOING INSTRUMENT IS THE CORPORATE SEAL OF SAID CORPORATION AND THAT IT WAS AFFIXED TO SAID INSTRUMENT BY DUE AND REGULAR CORPORATE AUTHORITY AND THAT SAID INSTRUMENT IS THE FREE ACT AND DEED OF SAID CORPORATION.

WITNESS MY HAND AND OFFICIAL SEAL THIS 30th DAY OF NOVEMBER, 1984.

MY COMMISSION EXPIRES: FEBRUARY 11, 1985

[Signature]  
NOTARY PUBLIC  
STATE OF FLORIDA

**SURVEYOR'S CERTIFICATE:**

STATE OF FLORIDA SS COUNTY OF BROWARD I HEREBY CERTIFY THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED AND DESCRIBED HEREON, AND THAT THE INFORMATION SHOWN HEREON PERTAINING TO SURVEY DATA IS IN ACCORDANCE WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AND CONFORMS TO THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA AS ADOPTED BY THE DEPARTMENT OF PROFESSIONAL REGULATION, BOARD OF LAND SURVEYORS, ON SEPTEMBER 1, 1981, AND FURTHER CERTIFY THAT PERMANENT REFERENCE MONUMENTS HAVE BEEN SET IN ACCORDANCE WITH SECTION 177.091 OF SAID CHAPTER 177 PRIOR TO THE RECORDING OF THIS PLAT.

Craven, Thompson & Associates, Inc.

P.R.M.S SET 7/12/84

BY [Signature] DATE 8/24/84  
STEPHEN G. VRABEL  
REGISTERED LAND SURVEYOR NO. 3512  
STATE OF FLORIDA



PREPARED BY  
**Craven Thompson & Associates, Inc.**  
SURVEYORS ENGINEERS PLANNERS ARCHITECTS  
5981 N.W. 31st AVENUE FORT LAUDERDALE, FLORIDA 33309  
DATED: \_\_\_\_\_ DRAWN BY: \_\_\_\_\_









# Development Review Committee

## Summary Report

### Development Plan Application Review

#### General Information

|                                          |                                                                                                                                                                                                  |
|------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Application No.</b>                   | 19-P-225                                                                                                                                                                                         |
| <b>Project Name:</b>                     | Deerfield Integrated Regional Laboratory (Deerfield IRL)                                                                                                                                         |
| <b>Applicant:</b>                        | Health Services (Delaware), Inc.                                                                                                                                                                 |
| <b>Agent:</b>                            | Thuy Turner of Kimley-Horn & Associate, Inc.                                                                                                                                                     |
| <b>Requested Action/Description:</b>     | Request to amend 105,000 square feet of Industrial use to Medical Office on the "Manchester Plat" (Plat Book 124, Page 24) with the remaining restricted to Industrial use.                      |
| <b>Location:</b>                         | 3131 & 3201 SW 15 <sup>th</sup> Street                                                                                                                                                           |
| <b>Legal Description:</b>                | MANCHESTOR PLAT, PLAT BOOK 124, PAGE 24, PORTION OF PARCEL C                                                                                                                                     |
| <b>Size:</b>                             | 5.67 gross acres (246,985.2 SF)                                                                                                                                                                  |
| <b>Existing Zoning:</b>                  | I (Industrial)                                                                                                                                                                                   |
| <b>Existing Use:</b>                     | Industrial / Office / Warehouse                                                                                                                                                                  |
| <b>Future Land Use Plan Designation:</b> | Industrial                                                                                                                                                                                       |
| <b>Surrounding Land Use and Zoning:</b>  |                                                                                                                                                                                                  |
| <b>Existing Use:</b>                     | <b>Zoning:</b>                                                                                                                                                                                   |
| <b>North:</b> Office / Warehouse         | I (Industrial)                                                                                                                                                                                   |
| <b>East:</b> Storage                     | I (Industrial)                                                                                                                                                                                   |
| <b>South:</b> Office / Warehouse         | I (Industrial)                                                                                                                                                                                   |
| <b>West:</b> Office / Warehouse          | I (Industrial)                                                                                                                                                                                   |
| <b>Applicable Regulations:</b>           | City of Deerfield Beach Land Development Code                                                                                                                                                    |
| <b>Plat Restrictions:</b>                | <b>Existing:</b> Industrial uses only. Commercial/retail uses are not permitted without approval of the Board of County Commissioners, who shall review and address these for increased impacts. |



**Proposed:** Parcel C-1 is restricted to 105,000 square feet of medical office use and the remainder of the plat is restricted to industrial use.

## Department Comments & Requirements

### REQUEST:

The Applicant is requesting approval to amend the restrictive note on the "Manchester Plat" (Plat Book 124, Page 24) to 105,000 square feet of medical office use to accommodate a proposed medical laboratory facility.

#### Existing Note:

*"Industrial uses only. Commercial/retail uses are not permitted without approval of the Board of County Commissioners, who shall review and address these for increased impacts."*

#### Proposed Note:

*"Parcel C-1 is restricted to 105,000 square feet of medical office use and the remainder of the plat is restricted to industrial use."*

### BACKGROUND:

Per the plat, the County currently restricts the subject parcels to industrial use only. The proposed plat note amendment would permit the relocation of Integrated Regional Laboratory (IRL) from Fort Lauderdale to Deerfield Beach. IRL provides clinical testing services for its HCA Healthcare hospitals, physicians, nursing homes, and surgery centers. The medical laboratory use is a permitted use in the Industrial zoning district.

The Applicant is proposing to utilize the existing vacant building for its operations once relocated. The Applicant intends on submitting a minor site plan modification for façade and parking lot improvements, which requires administrative review and Community Appearance Board approval. At this time, no additional applications have been submitted for the site that require approval of City Commission.

Per Broward County platting requirements, no local government may grant an application for a building permit for the construction of a principal building on a parcel of land unless a plat, including the parcel for the permit, has been approved by the Broward County Commission. The County requires approval from the City as part of their approval process for the plat.

### COMMENTS:

#### Planning & Zoning

1. Submit original disclosure affidavit for property owner.

#### Comment Addressed (2/13/20)

#### City Landscape Architect

N/A

**Environmental Services**

N/A

**Recycling & Solid Waste**

N/A

**Fire/Rescue**

N/A

This report contains the requirements of the Deerfield Beach Development Review Committee members relative to this site development plan application. If there are any questions or issues regarding compliance with any of the requirements in this report, the respective department should be contacted directly.



# City of Deerfield Beach

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

## Face Sheet

File Number: I.D. 2020-279

---

**Agenda Date:** 3/17/2020

**Status:** PUBLIC HEARINGS –  
SECOND READING

**In Control:** City Commission

### Title

**P.H. 2020-043: ORDINANCE 2020/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, ADOPTING AN AMENDMENT TO THE CITY BUDGET FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2020; APPROVING SUPPLEMENTAL APPROPRIATIONS AND BUDGET TRANSFERS IN THE AMOUNT OF \$2,341,276 FROM THE FUND BALANCE OF THE GENERAL FUND TO THE BUILDING SERVICES FUND TO APPROPRIATE ADDITIONAL BUILDING FEE REVENUE RECEIVED FROM INCREASED BUILDING, INSPECTION AND PERMITTING ACTIVITY TO RELATED EXPENDITURES; CARRYING FORWARD \$250,000 IN THE SPECIAL REVENUE FUND FOR CDBG PURCHASE ASSISTANCE; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.**

### Recommended Action

Commission to vote on Ordinance

### Voting Requirement

Adoption requires a 3/5 vote of the City Commission

### Background/History

In accordance with Florida Statue, 166.241(5)(c), the governing body of each municipality at any time within a fiscal year or within 60 day, may amend the budget for a purpose not specifically authorized in paragraph 166.241(5)(a) or paragraph (b), must adopt the budget amendment in the same manner as the original budget. This proposed amendment to the budget meets this requirement.

Article 5 of the City Charter provides that if there are revenues in excess of those estimated in the budget, the Commission by ordinance may make supplemental appropriations for the year up to the amount of such excess. This budget amendment is requesting to appropriate the excess revenue to expend for other contractual services.

The budget amendment is for the following items:

Building Budget

The Planning and Development Services Department predicts the annual building budget based on current and expected development projects as well as current and expected market conditions for the upcoming year. In the past few years, the Planning and Development Services Department has seen

tremendous growth, exceeding the predictions of staff.

## FY20 Building Budget

In continuing with higher than anticipated development load for FY19, FY 20 is expected to maintain a similar pace. For this reason, Planning and Development Services is requesting a budget amendment in the amount of \$2,337,760 from Fund Balance to the General Fund and from the General Fund to the Building Services Fund to appropriate additional building fee revenue received from increased building, inspection and permitting activity to related expenditures.

The City of Deerfield Beach is an entitlement recipient of federal funds from the U.S. Department of Housing and Urban Development (HUD) under the Community Development Block Grant (CDBG) Program and received funds to address community development and housing needs in Deerfield Beach.

On May 21, 2019 the City Commission approved a CDBG amendment to reprogram \$250,000 to the FY19 Annual Action Plan for Purchase Assistance. The funds were to assist a minimum of 5 residents for down payment and closing cost assistance to purchase homes, funds were earmarked for South Florida Community Land Trust new affordable housing construction project. The funds were anticipated to be expended by September 30 however there was a delay in the construction of the homes.

Community Development is requesting a budget amendment to carry forward \$250,000 in the Special Revenue Fund for CDBG purchase assistance so the money can be expended.

## **Recommendation**

Staff recommends approval.

**ORDINANCE NO. 2020/**

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, ADOPTING AN AMENDMENT TO THE CITY BUDGET FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2020; APPROVING SUPPLEMENTAL APPROPRIATIONS AND BUDGET TRANSFERS IN THE AMOUNT OF \$2,341,276 FROM THE FUND BALANCE OF THE GENERAL FUND TO THE BUILDING SERVICES FUND TO APPROPRIATE ADDITIONAL BUILDING FEE REVENUE RECEIVED FROM INCREASED BUILDING, INSPECTION AND PERMITTING ACTIVITY TO RELATED EXPENDITURES; CARRYING FORWARD \$250,000 IN THE SPECIAL REVENUE FUND FOR CDBG PURCHASE ASSISTANCE; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE**

**WHEREAS**, pursuant to Section 166.241(5), Florida Statutes, "the governing body of each municipality at any time within the fiscal year or within 60 days following the end of the fiscal year may amend a budget for that year"; and

**WHEREAS**, the City Manager has certified that there are revenues or unappropriated fund balance available for appropriation in excess of those originally estimated in the budget for the fiscal year ending September 30, 2020; and

**WHEREAS**, pursuant to Section 5.05(1) of the City Charter, the City Commission may, by Ordinance, make supplemental appropriations for the fiscal year, up to the amount of such excess revenues and unappropriated fund balance; and

**WHEREAS**, the proposed budget amendment, attached and incorporated herein as Exhibit "A", authorizes supplemental appropriations and (i) budget transfers in the amount of \$2,341,276 from the Fund Balance of the General Fund to the Building Fund to appropriate additional building fee revenue received from increased building, inspection and permitting activity to related expenditures, and (ii) carrying forward \$250,000 in the Special Revenue Fund for CDBG purchase assistance (collectively, the "Amendments"); and

**WHEREAS**, City staff recommends approving the Amendments to the City's budget for the fiscal year ending September 30, 2020, as set forth in the attached Exhibit "A", (the "Budget Amendment").

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

**Section 1.** That the above "WHEREAS" clauses are true and correct and are made a part hereof.

**Section 2.** That the Budget Amendment, as set forth in the attached Exhibit "A", is hereby approved.



**Section 3.** That the appropriate City officials are authorized to do all things necessary and expedient to carry out the aims of this Ordinance.

**Section 4.** All ordinances or parts of ordinances and all resolutions or parts of resolutions in conflict herewith, be and the same, are hereby repealed to the extent of such conflict.

**Section 5.** Should any section or provision of this ordinance or any portion thereof, any paragraph, sentence or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereof as a whole or part thereof other than the part declared to be invalid.

**Section 6.** This Ordinance shall take effect immediately upon its passage and adoption on Second Reading.

PASSED 1ST READING ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

PASSED 2ND READING ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

\_\_\_\_\_  
BILL GANZ, MAYOR

ATTEST:

\_\_\_\_\_  
SAMANTHA GILLYARD, CMC, CITY CLERK

"EXHIBIT A"  
CITY OF DEERFIELD BEACH, FLORIDA  
SUPPLEMENTAL APPROPRIATION AND AMENDMENT  
GENERAL FUND  
FISCAL YEAR ENDING SEPTEMBER 30, 2020

| GENERAL FUND                                                                  | TOTAL<br>ORIGINAL<br>BUDGET<br>GENERAL<br>FUND | BUDGET<br>AMENDMENT<br>ONE | AMENDED<br>BUDGET  |
|-------------------------------------------------------------------------------|------------------------------------------------|----------------------------|--------------------|
| <b>ESTIMATED REVENUES:</b>                                                    |                                                |                            |                    |
| Taxes: Millage Per \$1,000                                                    |                                                |                            |                    |
| <b>Ad Valorem Taxes 6.0018</b>                                                | 40,891,718                                     | -                          | 40,891,718         |
| <b>Ad Valorem Taxes 0.3542 (Voted Debt)</b>                                   | 2,527,317                                      | -                          | 2,527,317          |
| Sales and Use Taxes                                                           | 1,277,474                                      | -                          | 1,277,474          |
| Public Service Taxes                                                          | 8,489,807                                      | -                          | 8,489,807          |
| Franchise Fees & Business Taxes                                               | 7,639,266                                      | -                          | 7,639,266          |
| Licenses and Permits                                                          | 773,952                                        | -                          | 773,952            |
| Intergovernmental Revenue                                                     | 8,220,849                                      | -                          | 8,220,849          |
| Charges for Services                                                          | 22,615,482                                     | -                          | 22,615,482         |
| Fines and Forfeitures                                                         | 1,054,369                                      | -                          | 1,054,369          |
| Miscellaneous Revenues                                                        | 8,741,249                                      | -                          | 8,741,249          |
| Other Financing Sources                                                       | 2,378,700                                      | -                          | 2,378,700          |
| <b>TOTAL SOURCES</b>                                                          | <b>104,610,183</b>                             | <b>-</b>                   | <b>104,610,183</b> |
| Transfers In                                                                  | 2,156,672                                      | -                          | 2,156,672          |
| Fund Balances/Reserves/Net Assets                                             | 1,710,202                                      | 2,341,276                  | 4,051,478          |
| <b>TOTAL REVENUES, TRANSFERS &amp;<br/>BALANCES</b>                           | <b>108,477,057</b>                             | <b>2,341,276</b>           | <b>110,818,333</b> |
| <b>EXPENDITURES:</b>                                                          |                                                |                            |                    |
| General Government                                                            | 19,796,858                                     | -                          | 19,796,858         |
| Economic Environment                                                          | 917,004                                        | -                          | 917,004            |
| Public Safety                                                                 | 67,285,908                                     | -                          | 67,285,908         |
| Physical Environment                                                          | 7,106,592                                      | -                          | 7,106,592          |
| Transportation                                                                | 659,031                                        | -                          | 659,031            |
| Human Services                                                                | 95,000                                         | -                          | 95,000             |
| Culture and Recreation                                                        | 6,001,399                                      | -                          | 6,001,399          |
| Debt Service                                                                  | 388,370                                        | -                          | 388,370            |
| Other Financing Uses                                                          | -                                              | -                          | -                  |
| <b>TOTAL EXPENDITURES</b>                                                     | <b>102,250,162</b>                             | <b>-</b>                   | <b>102,250,162</b> |
| Transfers Out                                                                 | 6,226,895                                      | 2,341,276                  | 8,568,171          |
| Fund Balances/Reserves/Net Assets                                             | -                                              | -                          | -                  |
| <b>TOTAL APPROPRIATED EXPENDITURES<br/>TRANSFERS, RESERVES &amp; BALANCES</b> | <b>108,477,057</b>                             | <b>2,341,276</b>           | <b>110,818,333</b> |

**"EXHIBIT A"**  
**CITY OF DEERFIELD BEACH, FLORIDA**  
**SUPPLEMENTAL APPROPRIATION AND AMENDMENT**  
**BUILDING SERVICES FUND**  
**FISCAL YEAR ENDING SEPTEMBER 30, 2020**

| BUILDING SERVICES FUND                              | TOTAL<br>ORIGINAL<br>BUDGET<br>BUILDING<br>SERVICES<br>FUND | BUDGET<br>AMENDMENT<br>ONE |          | AMENDED<br>BUDGET |
|-----------------------------------------------------|-------------------------------------------------------------|----------------------------|----------|-------------------|
| <b>ESTIMATED REVENUES:</b>                          |                                                             |                            |          |                   |
| Licenses and Permits                                | 4,816,877                                                   | 1,684,000                  | <b>1</b> | 6,500,877         |
| Charges for Services                                | 31,500                                                      | -                          |          | 31,500            |
| <b>TOTAL SOURCES</b>                                | <b>4,848,377</b>                                            | <b>1,684,000</b>           |          | <b>6,532,377</b>  |
| Transfers In                                        | -                                                           | 2,341,276                  | <b>2</b> | 2,341,276         |
| Fund Balances/Reserves/Net Assets                   | -                                                           | -                          |          | -                 |
| <b>TOTAL REVENUES, TRANSFERS &amp;<br/>BALANCES</b> | <b>4,848,377</b>                                            | <b>4,025,276</b>           |          | <b>8,873,653</b>  |
| <b>EXPENDITURES:</b>                                |                                                             |                            |          |                   |
| Public Safety                                       | 4,848,377                                                   | 4,025,276                  |          | 8,873,653         |
| <b>TOTAL EXPENDITURES</b>                           | <b>4,848,377</b>                                            | <b>4,025,276</b>           |          | <b>8,873,653</b>  |
| Transfers Out                                       | -                                                           | -                          |          | -                 |
| Fund Balances/Reserves/Net Assets                   | -                                                           | -                          |          | -                 |
| <b>TOTAL APPROPRIATED EXPENDITURES</b>              |                                                             |                            |          |                   |
| <b>TRANSFERS, RESERVES &amp; BALANCES</b>           | <b>4,848,377</b>                                            | <b>4,025,276</b>           |          | <b>8,873,653</b>  |

Notes:

**1**

Projected budget revenue increase for permits and fees over the original budget for fiscal year 2019-2020. Reference Building and License Department.

**2**

Increase in actual permits and fees over the original budget for fiscal year 2018-2019 received by the City.

"EXHIBIT A"  
CITY OF DEERFIELD BEACH, FLORIDA  
SUPPLEMENTAL APPROPRIATION AND AMENDMENT  
SPECIAL REVENUE FUND  
FISCAL YEAR ENDING SEPTEMBER 30, 2020

| SPECIAL REVENUE FUND                                                          | TOTAL<br>ORIGINAL<br>BUDGET<br>SPECIAL<br>REVENUE<br>FUND | BUDGET<br>AMENDMENT<br>ONE | AMENDED<br>BUDGET |
|-------------------------------------------------------------------------------|-----------------------------------------------------------|----------------------------|-------------------|
| <b>ESTIMATED REVENUES:</b>                                                    |                                                           |                            |                   |
| Sales and Use Taxes                                                           | 1,460,061                                                 | -                          | 1,460,061         |
| Intergovernmental Revenue                                                     | 2,188,084                                                 | -                          | 2,188,084         |
| Charges for Services                                                          | 220,000                                                   | -                          | 220,000           |
| Miscellaneous Revenues                                                        | 706,177                                                   | -                          | 706,177           |
| Other Financing Sources                                                       | 86,000                                                    | -                          | 86,000            |
| <b>TOTAL SOURCES</b>                                                          | <b>4,660,322</b>                                          | <b>-</b>                   | <b>4,660,322</b>  |
| Transfers In                                                                  | 1,176,614                                                 | -                          | 1,176,614         |
| Fund Balances/Reserves/Net Assets                                             | 957,925                                                   | 250,000                    | 1,207,925         |
| <b>TOTAL REVENUES, TRANSFERS &amp;<br/>BALANCES</b>                           | <b>6,794,861</b>                                          | <b>250,000</b>             | <b>7,044,861</b>  |
| <b>EXPENDITURES:</b>                                                          |                                                           |                            |                   |
| Economic Environment                                                          | 664,689                                                   | 250,000                    | 914,689           |
| Transportation                                                                | 2,949,469                                                 | -                          | 2,949,469         |
| Human Services                                                                | 3,095,662                                                 | -                          | 3,095,662         |
| Debt Service                                                                  | 27,808                                                    | -                          | 27,808            |
| <b>TOTAL EXPENDITURES</b>                                                     | <b>6,737,628</b>                                          | <b>250,000</b>             | <b>6,987,628</b>  |
| Transfers Out                                                                 | 57,233                                                    | -                          | 57,233            |
| Fund Balances/Reserves/Net Assets                                             | -                                                         | -                          | -                 |
| <b>TOTAL APPROPRIATED EXPENDITURES<br/>TRANSFERS, RESERVES &amp; BALANCES</b> | <b>6,794,861</b>                                          | <b>250,000</b>             | <b>7,044,861</b>  |

**CITY OF DEERFIELD BEACH, FLORIDA  
NOTICE OF PUBLIC HEARING**

**YOU ARE HEREBY NOTIFIED** that the first of two public hearings will be before the City Commission on **Tuesday, March 17, 2020** at 7:00 p.m. in the City Commission Chambers, City Hall, 150 NE 2<sup>nd</sup> Avenue, Deerfield Beach, Florida, to consider the following:

**P.H. 2020-043: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, ADOPTING AN AMENDMENT TO THE CITY BUDGET FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2020; APPROVING SUPPLEMENTAL APPROPRIATIONS AND BUDGET TRANSFERS IN THE AMOUNT OF \$2,341,276 FROM THE FUND BALANCE OF THE GENERAL FUND TO THE BUILDING SERVICES FUND TO APPROPRIATE ADDITIONAL BUILDING FEE REVENUE RECEIVED FROM INCREASED BUILDING, INSPECTION AND PERMITTING ACTIVITY TO RELATED EXPENDITURES; CARRYING FORWARD \$250,000 IN THE SPECIAL REVENUE FUND FOR CDBG PURCHASE ASSISTANCE; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE**

Copies of the Ordinances are available for public inspection in the City Clerk's Office, 150 N.E. 2<sup>nd</sup> Avenue, Deerfield Beach, Florida 33441. All interested persons are urged to attend the Public Hearing(s), send a representative or express their views by letter.

You may either be present in person at the Public Hearing(s), represented by counsel or letter. All interested persons take due notice of the time and place of the Public Hearing and govern yourselves accordingly.

Any person who decides to appeal any decision of the City Commission with respect to any matter considered at this meeting would need a record of the proceedings. And for such purpose, may need to ensure that verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

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

**BY: SAMANTHA GILLYARD, CMC, CITY CLERK**

Publish: Sun-Sentinel  
Saturday, March 7, 2020



# City of Deerfield Beach

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

## Face Sheet

File Number: I.D. 2020-298

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**Agenda Date:** 3/17/2020

**Status:** CONSENT - AGREEMENTS &  
EXPENDITURE REQUESTS

**In Control:** City Commission

### Title

**Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, authorizing a sole source purchase of a chemical feed skid for the West Water Treatment Plant Fluoride System from TSC-Jacobs, in the amount of \$32,235.00; providing for execution and an effective date. (Funds from Account #183-8000-536-6031-Non-Departmental, Improvements other than Buildings)**

### Recommended Action

Commission to vote on Resolution

### Voting Requirement

Adoption required a 3/5 vote on Resolution

### Fiscal Impact

Costs: \$32,235

Account Name: Non-Departmental Improvements other than buildings

Account Number: 183-8000-536-60-31

### Background/History

The City of Deerfield Beach (the "City") received a grant from the State of Florida (the "Grant") for upgrades to the West Water Treatment Plant fluoride system. As a part of this Grant, the City is planning to replace the existing Chemical Feed Skid Metering Pumps and needs to purchase a Chemical Feed Skid – Pulsafeeder Hydraulic, manufactured by Pulsafeeder Engineered Products ("Pulsafeed"), which is the sole provider of equipment compatible with the City's current equipment and system. This type of equipment was listed in the Grant application and were approved for reimbursement through the Grant.

### Current Activity

Pulsafeed submitted correspondence to the City indicating that TSC-Jacobs is the only authorized municipal representative for Pulsafeeder's hydraulic and mechanically actuated diaphragm metering pumps in the State of Florida. On January 30, 2020, the Purchasing and Contract Administration Division issued sole source notification 20-16-JW for Chemical Feed Skid Metering Pumps in accordance with the City's sole source procurement requirements and no responses were received by the specified due date for a response.

### Recommendation



The Department of Environmental Services recommends that the City Commission authorize the sole source purchase of a Chemical Feed Skid from TSC-Jacobs in the amount of \$32,235.00 (the "Purchase"), and authorize the City Manager or designee to execute any appropriate documents necessary to effectuate the Purchase.

**RESOLUTION NO. 2020/**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AUTHORIZING A SOLE SOURCE PURCHASE OF A CHEMICAL FEED SKID FOR THE WEST WATER TREATMENT PLANT FLUORIDE SYSTEM FROM TSC-JACOBS, IN THE AMOUNT OF \$32,235.00; PROVIDING FOR EXECUTION AND AN EFFECTIVE DATE**

**WHEREAS**, the City of Deerfield Beach (the “City”) received a grant from the State of Florida (the “Grant”) for upgrades to the West Water Treatment Plant fluoride system; and

**WHEREAS**, as a part of this Grant, the City is planning to replace the existing Chemical Feed Skid Metering Pumps and needs to purchase a Chemical Feed Skid – Pulsafeeder Hydraulic, manufactured by Pulsafeeder Engineered Products (“Pulsafeed”), which is the sole provider of equipment compatible with the City’s current equipment and system; and

**WHEREAS**, Pulsafeed submitted correspondence to the City indicating that TSC-Jacobs is the only authorized municipal representative for Pulsafeeder’s hydraulic and mechanically actuated diaphragm metering pumps in the State of Florida; and

**WHEREAS**, on January 30, 2020, the Purchasing and Contract Administration Division issued sole source notification 20-16-JW for Chemical Feed Skid Metering Pumps in accordance with the City's sole source procurement requirements and no responses were received by the specified due date for a response; and

**WHEREAS**, City staff recommends that the City Commission authorize the sole source purchase of a Chemical Feed Skid from TSC-Jacobs in the amount of \$32,235.00 (the “Purchase”); and

**WHEREAS**, the City Commission finds that it is in the best interest of the City to authorize the Purchase and to authorize the City Manager or designee to execute any appropriate documents necessary to effectuate the Purchase.

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

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

**Section 2.** The City Commission hereby authorizes the Purchase from TSC-Jacobs in the amount of \$32,235.00.

**Section 3.** The City Manager is authorized to execute the necessary documents to effectuate the Purchase.

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

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

PASSED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2020.

\_\_\_\_\_  
BILL GANZ, MAYOR

ATTEST:

\_\_\_\_\_  
SAMANTHA GILLYARD, CMC, CITY CLERK



January 30, 2020

**SOLE SOURCE NOTIFICATION**

**FLUORIDE FEED SKID – PULSAFEEDER HYDRAULIC**

**RESPONSES ARE DUE: FRIDAY, FEBRUARY 7, 2020 AT 2:00 PM EST**

This is a notification that the City of Deerfield Beach intends to award a Contract to TSC-Jacobs for the purchase of Fluoride Feed Skid – Pulsafeeder Hydraulic, manufactured by Pulsafeeder Engineered Products. TSC-Jacobs is the exclusive authorized Municipal representative for the State of Florida. Prospective vendors are asked to provide information regarding their ability to supply the commodities or contractual services described herein.

Vendors who believe that they can provide a product of the same or greater quality that will produce the same or greater results for the City shall submit such evidence in writing to the City of Deerfield Beach Purchasing Division, 2<sup>nd</sup> Floor, 401 S.W. 4<sup>th</sup> Street, Deerfield Beach, FL 33441 by Friday, February 7, 2020 at 2:00 p.m. EST.

For additional information contact Jeremin Worlds, Senior Buyer (954) 480-4415 or [jworlds@deerfield-beach.com](mailto:jworlds@deerfield-beach.com).

# The City of Deerfield Beach, FL Bid Summary

## Bid Information

Bid Creator Jeremin Worlds Senior Buyer  
Email jworlds@deerfield-beach.com  
Phone (954) 480-4415  
Fax (954) 480-4388

Bid Number 20-16-JW  
Title Fluoride Feed Skid - Pulsafeeder Hydraulic  
Bid Type Sole Source / Single  
Issue Date 1/30/2020 09:00 AM (ET)  
Close Date 2/7/2020 02:00:00 PM (ET)

## Contact Information

Address 401 SW 4th St.  
Deerfield Beach, FL 33441

Contact Jeremin Worlds, Senior Buyer  
Department Purchasing Division  
Building A  
Floor/Room 2nd  
Telephone (954) 480-4415  
Fax (954) 480-4388  
Email jworlds@deerfield-beach.com

## Ship to Information

Address

Contact  
Department  
Building  
Floor/Room  
Telephone  
Fax  
Email

## Invited Suppliers

| Supplier Name                                                                        | Contact Name         | City, State         | Invitation Email                                                              | Invite Type |
|--------------------------------------------------------------------------------------|----------------------|---------------------|-------------------------------------------------------------------------------|-------------|
| A.C. Schultes of Florida, Inc.                                                       | Gregory Schultes     | GIBSONTOWN, FL      | admin.acsfl@verizon.net                                                       | Auto        |
| all webbs enterprises inc                                                            | David Webb Jr        | jupiter, FL         | nick@allwebbs.com                                                             | Auto        |
| Atlantic Environmental Systems, Inc.                                                 | David Dubberly       | Lake Worth, FL      | luis@emops.com                                                                | Auto        |
| Atlantic Utility Service (Deanja Service Corp)                                       | Dennis Moats         | Orlando, FL         | Deanja@atlanticutilityservice.com                                             | Auto        |
| B & R Industries, Inc.                                                               | Travis R. Williamson | Pompano Beach, FL   | travis.williamson@brind.us                                                    | Auto        |
| Barney's Pumps, Inc.                                                                 | Laura Davis          | Lakeland, FL        | kingj@barneypumps.com;<br>vegarn@barneypumps.com;<br>hidalgoj@barneypumps.com | Auto        |
| BCI Technologies                                                                     |                      | Ft Myers, FL        | dougl@bcitech.com                                                             | Auto        |
| BEARINGS AND DRIVES, INC.                                                            | STEVE NELSON         | JACKSONVILLE, FL    | snelson@bdindustrial.com                                                      | Auto        |
| Carl Eric Johnson Inc                                                                | Crystal Padilla      | Lawrenceville, GA   | mwelsh@cejco.net                                                              | Auto        |
| Carter & VerPlanck, Inc.                                                             | Christina Weldon     | Tampa, FL           | jcantos@cviwater.com                                                          | Auto        |
| CMD Holdco Inc (Construction Market Data Group LLC)                                  | Cynthia Seebom       | Norcross, GA        | cynthia.seebom@cmdgroup.com                                                   | Auto        |
| ConstructConnect (iSqFt, Inc.)                                                       |                      | Cincinnati, OH      | content@constructconnect.com                                                  | Auto        |
| Economic Electric Motors                                                             | BARBARA ALAVI        | MIAMI, FL           | BARBARA@EEMOTORS.COM                                                          | Auto        |
| Empire Pipe Orlando LLC                                                              | Jon Kuehne           | SANFORD, FL         | jkuehne@empirepipe.com                                                        | Auto        |
| Environmental Equipment Services                                                     | Josh McNamee         | Lakeland, FL        | jrm@ees-fl.com                                                                | Auto        |
| Florida Design Drilling Corporation                                                  | Mike Black           | West Palm Beach, FL | mike@fldrilling.com                                                           | Auto        |
| GORDY'S EQUIPMENT OF BROWARD                                                         | MATT ALLEY           | POMPANO BCH, FL     | MATT@GORDYSEQUIPMENT.COM                                                      | Auto        |
| Grundfos Water Utility                                                               | Ashley Dirou         | Deerfield Beach, FL | GrundfosFL@outlook.com                                                        | Auto        |
| Hydraulic Supply Co (Aero Hardware and Supply Inc)                                   | Gold Team            | Sunrise, FL         | sales@hydraulic-supply.com                                                    | Auto        |
| HYDRO PUMPS OF FLORIDA, INC.                                                         | JULI ROBBINS         | PLANTATION, FL      | HYDRO-PUMPS@ATT.NET                                                           | Auto        |
| In Depth Inc                                                                         | Zach Rogers          | Palm Coast, FL      | zach@indepthservicesinc.com                                                   | Auto        |
| Instruments Direct Inc                                                               | Brent Baird          | Kennesaw, GA        | bbaird@instrumentsdirect.com                                                  | Auto        |
| JCA Surety Group                                                                     |                      | Orlando, FL         | jb@jcasurety.com                                                              | Auto        |
| JLA Geosciences, Inc.                                                                | Julia Pavlock        | Jupiter, FL         | jpavlock@jlageosciences.com                                                   | Auto        |
| JOBBER'S EQUIPMENT WAREHOUSE INC                                                     | RON AHEARN           | MIAMI, FL           | ron@jobbersmiami.com;<br>solutions@jobbersmiami.com                           | Auto        |
| Kaman Industrial Technologies, Florida Bearings (Kaman Industrial Technologies Corp) | Alan Rooks           | Ft Lauderdale, FL   | arooks@floridabearings.com                                                    | Auto        |
| Layne Christensen Company                                                            | Craig Brugger        | The Woodlands, TX   | edward.mccullers@layne.com                                                    | Auto        |
| Mader Electric Motors (John Mader Enterprises, Inc.)                                 | Jeremy Fisher        | N. Ft. Myers, FL    | jfisher@maderelectricmotors.com                                               | Auto        |
| Metro Equipment Service, Inc                                                         | Jorge Fonte          | Miami, FL           | jfonte@mesinc.us                                                              | Auto        |
| MRO Direct Solutions                                                                 | Ernest Thomas        | Hollywood, FL       | ethomas@mrodirectsolutions.com;<br>bibideen@mrodirectsolutions.com            | Auto        |
| Odyssey Manufacturing Co.                                                            |                      | Tampa, FL           | pallman@odysseymanufacturing.com                                              | Auto        |
| Placeres Construction Inc.                                                           | Carlos Placeres      | Miami, FL           | CPlaceres@bellsouth.net                                                       | Auto        |
| PSI Technologies                                                                     | Pablo Rodriguez      | Miami, FL           | pablo@psi-techinc.com                                                         | Auto        |

|                                         |                 |                     |                                     |      |
|-----------------------------------------|-----------------|---------------------|-------------------------------------|------|
| R. C. Beach & Associates, Inc.          |                 | Dunedin, FL         | tanderson@rcbeach.com               | Auto |
| Rebuild-it Services Group (652211)      | john lull       | midvale, UT         | jlull@rebuild-it.com                | Auto |
| Reliable Pool Contractors Inc.          | Bwon Coutilien  | Deerfield Beach, FL | estimating@reliable-pool.com        | Auto |
| reymech, LLC                            | Raul Reyes      | Pembroke Pines, FL  | reymech2017@gmail.com               | Auto |
| RF Environmental Services, Inc          | Thad Buckley    | Oakland Park, FL    | thad3939@gmail.com                  | Auto |
| Royal Media Network, Inc                |                 | Windsor Mill, MD    | cristine@royalimagingolutions.com   | Auto |
| Ruhrpumpen, Inc.                        | Debra Ingram    | Riverview, FL       | dingram@ruhrpumpen.com              | Auto |
| Sanders Company Inc                     | Craig Welch     | Stuart, FL          | welch@sanderscompany.com            | Auto |
| SIEMENS Building Technologies           |                 | Miramar, FL         | ryan.pratt@siemens.com              | Auto |
| SUNBELT RENTAL, INC.                    | TERI SOOBITSKY  | CORAL SPRINGS, FL   |                                     | Auto |
|                                         |                 |                     | TERESA.SOOBITSKY@SUNBELTRENTALS.COM |      |
| SunSource (STS Operating Inc.)          | Bill Foy        | Stone Mountain, GA  | bfoy@sunsrce.com                    | Auto |
| SYNERGY RENTS LLC (Bobcat of Miami LLC) |                 | Doral, FL           | mmessana@synergiequip.com           | Auto |
| Tattersall (Tattersall Supply, LLC)     |                 | POMPANO BEACH, FL   |                                     | Auto |
| Tech Mech Supply LLC                    | Jay N. Jiseph   | Pittsburgh, PA      | tech.mech@netzero.com               | Auto |
| Tom Evans Environmental, Inc.           | Steve Kiss      | Lakeland, FL        | sk@tomevans.com                     | Auto |
| United Rentals Inc.                     | James Civettini | Deerfield Beach, FL | jcivetti@ur.com                     | Auto |
| WASTEWATER SOLUTIONS LLC                | MEREDITH RAE    | Boca Raton, FL      | matiasrwws@gmail.com                | Auto |

## External Invitations

## Bid Notes

This is a notification that the City of Deerfield Beach intends to award a contract to TSC-Jacobs for the purchase of FluorideFeed Skid Pulsafeeder Hydraulic, manufactured by Pulsafeeder Engineered Products. Fluoride Feed Skid. TSC-Jacobs is the exclusive authorized Municipal representative for the State of Florida. Prospective vendors are asked to provide information regarding their ability to supply the commodities or contractual services described herein.

Vendors who believe that they can provide a product of the same or greater quality that will produce the same or greater results for the City shall submit such evidence in writing to the City of Deerfield Beach Purchasing Division, 2nd Floor, 401 S.W. 4th Street, Deerfield Beach, FL 33441 by Friday, February 7, 2020 at 2:00 p.m. EST.

For additional information contact Jeremin Worlds, Senior Buyer(954) 480-4415 or jworlds@deerfield-beach.com.

## Bid Activities

## Bid Messages

## Bid Attachments

The following attachments are associated with this opportunity and will need to be retrieved separately

| #      | Filename                                                          | Description                      |
|--------|-------------------------------------------------------------------|----------------------------------|
| Header | 20-16-JW Sole Source Public Notification.pdf                      | Public Notice                    |
| Header | 20-16-JW TSC Jacobs Authorization 2020 (R).doc.pdf                | Sole Source Authorization Letter |
| Header | 20-16-JW Deerfield Beach Pulsafeeder Fluoride Skid 19-706 (R).pdf | Proposal                         |



## Bid Attachments Requested

The following attachments are requested with this opportunity

| # | Required | Specified Attachment                                                                                                                                                                                                                                                                                                                                                                                                        |
|---|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 | YES      | Vendor Product/Service Information and Documentation : You are required to attach to this response sufficient documentation and information to substantiate your claim on this sole / single source notification. The information you submit will be used by the City to evaluate your firm's ability to meet or exceed the quality and results of the good(s) or service(s) contemplated as a sole / single source herein. |

## Bid Attributes

| # | Name                                            | Note                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Response |
|---|-------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| 1 | Completing the Statements of Qualification      | All statements and questions require a response and shall be completed as required. Should a statement or question not apply, "not applicable", "none", or a similar statement is sufficient.                                                                                                                                                                                                                                                                                                                                          | Display  |
| 2 | Compliance with Florida Factitious Name Statute | If you are operating under a factitious name attach evidence of compliance with the Florida Factitious Name Statute, FL Statute 865.09, to this response.                                                                                                                                                                                                                                                                                                                                                                              | Display  |
| 3 | Former Business Names                           | Under what other former names has your organization or principals holding at least 30% interest operated?                                                                                                                                                                                                                                                                                                                                                                                                                              | Required |
| 4 | Years of Experience                             | How many years has your company been in business providing the products and services that are subject to this solicitation?                                                                                                                                                                                                                                                                                                                                                                                                            | Required |
| 5 | Licenses and Certifications                     | I have attached to this response all licenses and certifications required by and relevant to this solicitation and the work to be performed for both the business entity and individuals.<br>Valid Responses: Yes                                                                                                                                                                                                                                                                                                                      | Required |
| 6 | Use of Subcontractors                           | Will you be using any subcontractors?<br>Valid Responses: [Please Select], Yes, No                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Required |
| 7 | List of Subcontractors                          | If using subcontractors state the name of the subcontractor(s), individuals who will perform the work, what work or tasks they will perform, what percentage of work they will perform, and if they are a CBE for the purposes of meeting the City's Disadvantaged Business Entity Program.                                                                                                                                                                                                                                            | Required |
| 8 | Default and Non-Performance History             | Have you ever been found in default of a contract, failed to complete any work awarded to you, or otherwise been notified of issues of non-performance by a party to any contract with your business? If yes, provide details.                                                                                                                                                                                                                                                                                                         | Required |
| 9 | Criminal Litigation History                     | Does your firm, any principals, staff, employees, or subcontractors who will be assigned to this contract have a conviction or a plea of nolo contendere, regardless of when the plea or conviction occurred, which includes a felony or misdemeanor involving terrorist behavior, violence, use of a dangerous weapon, crimes of moral turpitude or breach of trust/fiduciary responsibility or which raises concerns about building, system, or personal security or is otherwise a job-related crime? If so please provide details? | Required |

10 Conflicts of Interest

Offeror affirms that they read and understand Florida Statute 112.313, Standards of conduct for public officers, employees of agencies, and local government attorneys. For purposes of determining any possible conflicts of interest, all respondents must disclose if any City of Deerfield Beach employee is also an owner, or employee of their business. If yes, give person(s) names(s) and position(s) and you must file a statement with the Supervisor of Elections, pursuant to Florida Statutes 112.313 with your business.

Required

Line Items

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CFDA No. N/A  
CSFA No. 64.001

**STATE OF FLORIDA  
DEPARTMENT OF HEALTH  
STANDARD CONTRACT**

☐ Client ☒ Non-Client  
☐ Multi-County

THIS CONTRACT is entered into between the State of Florida, Department of Health, hereinafter referred to as the "Department," and City of Deerfield Beach hereinafter referred to as "Provider," and jointly referred to as the "parties."

**THE PARTIES AGREE:**

**I. PROVIDER AGREES:**

**A. To provide services in accordance with the terms specified in Attachment I.**

**B. To the Following Governing Law**

1. State of Florida Law: This contract is executed and entered into in the state of Florida, and will be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the state of Florida (State). Each party will perform its obligations in accordance with the terms and conditions of this contract.
2. Federal Law
  - a. If this contract contains federal funds, Provider must comply with the provisions of 2 C.F.R. part 200, appendix II, and other applicable regulations as specified in Attachment I.
  - b. If this contract includes federal funds that will be used for construction or repairs, Provider must comply with the provisions of the Copeland "Anti-Kickback" Act (18 U.S.C. section 874), as supplemented by the U.S. Department of Labor regulations (29 C.F.R. part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The act prohibits providers from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. All suspected violations must be reported to the Department.
  - c. If this contract includes federal funds that will be used for the performance of experimental, developmental, or research work, Provider must comply with 37 C.F.R., part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Governmental Grants, Contracts, and Cooperative Agreements."
  - d. If this contract contains federal funds and is over \$100,000, Provider must comply with all applicable standards, orders, or regulations of the Clean Air Act, as amended (42 U.S.C. chapter 85) and the Clean Water Act, as amended (33 U.S.C. chapter 26), President's Executive Order 11738, and Environmental Protection Agency regulations codified in Title 40 of the Code of Federal Regulations. Provider must report any violations of the above to the Department.
  - e. If this contract contains federal funding in excess of \$100,000, Provider must, prior to contract execution, complete the Certification Regarding Lobbying form, Attachment N/A. If a Disclosure of Lobbying Activities form, Standard Form LLL, is required, it may be obtained from the Contract Manager. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the Contract Manager.
  - f. Employment of unauthorized aliens is a violation of the Immigration and Naturalization Act, 8 U.S.C. section 1324a, and such violation will be cause for unilateral cancellation of this contract by the Department. Provider must use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all new employees hired during the contract term by Provider. Provider must also include a requirement in subcontracts that the subcontractor must use the E-Verify system to verify the employment eligibility of all new employees performing work or providing services under this contract who are hired by the subcontractor during the contract term. Providers meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision.
  - g. Provider must comply with President's Executive Order 11246, Equal Employment Opportunity (30 Fed. Reg. 12935), as amended by President's Executive Order 11375, (32 Fed. Reg. 14303), and as supplemented by regulations at 41 C.F.R. chapter 60.
  - h. Provider must comply with the Pro-Children Act of 1994, 20 U.S.C. sections 6081-6084, which requires that smoking not be permitted in any portion of any indoor facility used for the provision of federally funded services including health, day care, early childhood development, education or library services on a routine or regular basis, to children up to age 18. Provider's failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and the imposition of an administrative compliance order on the responsible entity. Provider must include a similar provision in any subcontracts it enters under this contract.
  - i. Health Insurance Portability and Accountability Act of 1996 (HIPAA): When applicable, Provider must comply with Federal Privacy and Security Regulations developed by the U.S. Department of Health and Human Services as specified in 45 C.F.R. parts 160 and 164 promulgated pursuant to HIPAA, Pub. L. No. 104-191, and the Health Information Technology for Economic and Clinical Health Act, Title XIII of Division A, Title IV of Division B, Pub. L. No 111-5, collectively referred to as "HIPAA."
  - j. Provider is required to submit a W-9 to the Department of Financial Services (DFS) electronically prior to doing business with the state of Florida via the Vendor Website at <https://flvendor.myfloridacfo.com>. Any subsequent changes to Provider's



W-9 must be made on this website; however, if Provider needs to change its Federal Employer Identification Number (FEID), it must contact the DFS Vendor Ombudsman Section at (850) 413-5516.

- k. If Provider is determined to be a subrecipient of federal funds, Provider will comply with the requirements of the American Recovery and Reinvestment Act and the Federal Funding Accountability and Transparency Act, by obtaining a DUNS (Data Universal Numbering System) number and registering with the federal Central Contractor Registry (CCR). No payments will be issued until Provider has submitted a valid DUNS number and evidence of registration (*i.e.*, a printed copy of the completed CCR registration) in CCR to the Contract Manager. To obtain registration and instructions, visit <http://fedgov.dnb.com/webform> and [www.ccr.gov](http://www.ccr.gov).

**C. Audits, Records (including electronic storage media), and Records Retention**

1. To establish and maintain books, records, and documents in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the Department under this contract.
2. To retain all client records, financial records, supporting documents, statistical records, and any other documents pertinent to this contract for a period of six years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of six years, the records must be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.
3. Upon completion or termination of this contract and at the request of the Department, Provider will, at its expense, cooperate with the Department in the duplication and transfer of any said records or documents during the required retention period as specified in Section I, paragraph C.2., above.
4. Persons duly authorized by the Department and federal auditors, pursuant to 2 C.F.R. section 200.336, will have full access to and the right to examine any of Provider's records and documents related to this contract, regardless of the form in which kept, at all reasonable times for as long as records are retained.
5. To ensure these audit and record keeping requirements are included in all subcontracts and assignments.
6. If Provider is a recipient or subrecipient as specified in Attachment II, Provider will perform the required financial and compliance audits in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. part 200, subpart F and section 215.97, Florida Statutes, as applicable and conform to the following requirements:
  - a. Documentation. Maintain separate accounting of revenues and expenditures of funds under this contract and each Catalog of State Financial Assistance (CSFA) or Catalog of Federal Domestic Assistance (CFDA) number identified on the attached Exhibit 1, in accordance with generally accepted accounting practices and procedures. Expenditures which support Provider's activities not solely authorized under this contract must be allocated in accordance with applicable laws, rules, and regulations and the allocation methodology must be documented and supported by competent evidence.
  - b. Maintain sufficient documentation of all expenditures incurred (e.g., invoices, canceled checks, payroll detail, bank statements, etc.) under this contract which evidences that expenditures are:
    - 1) Allowable under the contract and applicable laws, rules, and regulations;
    - 2) Reasonable; and
    - 3) Necessary for Provider to fulfill its obligations under this contract.
 All documentation required by this section is subject to review by the Department and the State's Chief Financial Officer. Provider must timely comply with any requests for documentation.
  - c. Annual Financial Report. Submit to the Department an annual financial report stating, by line item, all expenditures made as a direct result of services provided through this contract within 45 days from the end of each contract year, but no later than submission of the final invoice for that year. Each report must include a statement signed by an individual with legal authority to bind Provider, certifying that these expenditures are true, accurate, and directly related to this contract.
  - d. Ensure that funding received under this contract in excess of expenditures is remitted to the Department within 45 days of the end of each contract year and the contract end date.
7. Public Records: Keep and maintain public records, as defined by Chapter 119, Florida Statutes that are required by the Department to perform the services required by the contract. Upon request from the Department's custodian of public records, provide the Department with a copy of the requested public records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure are not disclosed, except as authorized by law for the duration of the contract term and following completion of the contract if Provider does not transfer the public records to the Department. Upon completion of the contract, transfer to the Department at no cost, all public records in possession of Provider or keep and maintain public records required by the Department to perform the contract services. If Provider transfers all public records to the Department upon completion of the contract, Provider will destroy any duplicate public records that are exempt or confidential and exempt. If Provider keeps and maintains public records upon completion of the contract, Provider will meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request of the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department. The Department may unilaterally terminate this contract if Provider refuses to allow access to all public records made or maintained by Provider in conjunction with this contract, unless the records are exempt from section 24(a) of Art. I of the State Constitution and section 119.07(1), Florida Statutes.



**If the Provider has questions regarding the application of Chapter 119, Florida Statutes, to the Provider's duty to provide public records relating to this contract, contact the custodian of public records at (850)245-4005, [PublicRecordsRequest@flhealth.gov](mailto:PublicRecordsRequest@flhealth.gov) or 4052 Bald Cypress Way, Bin A02, Tallahassee, FL 32399.**

8. **Cooperation with Inspectors General:** To the extent applicable, Provider acknowledges and understands it has a duty to and will cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to section 20.055(5), Florida Statutes.
- D. Monitoring by the Department:** To permit persons duly authorized by the Department to inspect any records, papers, documents, facilities, goods, and services of Provider, which are relevant to this contract, and interview any clients or employees of Provider to assure the Department of satisfactory performance of the terms and conditions of this contract. Following the Department's monitoring, at its sole and exclusive direction, the Department may provide Provider with a written report or take other actions including the assessment of financial consequences pursuant to section 287.058(1)(h), Florida Statutes, and termination of this contract for cause.
- E. Indemnification**
  1. Provider is liable for and will indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from all claims, suits, judgments, or damages, consequential or otherwise and including attorneys' fees and costs, arising out of any act, actions, neglect, or omissions by Provider, its agents, or employees during the performance or operation of this contract or any subsequent modifications thereof, whether direct or indirect, and whether to any person or tangible or intangible property.
  2. Provider's inability to evaluate liability or its evaluation of no liability will not excuse Provider's duty to defend and indemnify the Department within seven days after certified mail or courier delivery notice from the Department. Only adjudication or judgment after highest appeal is exhausted specifically finding Provider not liable will excuse performance of this provision. Provider will pay all costs and fees related to this obligation and its enforcement by the Department. The Department's failure to notify Provider of a claim will not release Provider of the above duty to indemnify. **NOTE: This section, I.E, Indemnification, is not applicable to contracts executed between state agencies or subdivisions, as defined in section 768.28, Florida Statutes.**
- F. Insurance:** To provide adequate liability insurance coverage on a comprehensive basis and to hold such liability insurance at all times during the existence of this contract and any renewal(s) and extension(s) of it. Upon execution of this contract, unless it is a state agency or subdivision as defined in section 768.28, Florida Statutes, Provider accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for Provider and the clients to be served under this contract. The limits of coverage under each policy maintained by Provider do not limit Provider's liability and obligations under this contract. Upon the execution of this contract, Provider must furnish the Department written verification supporting both the determination and existence of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State. The Department reserves the right to require additional insurance as specified in Attachment I.
- G. Safeguarding Information:** Not to use or disclose any information concerning a recipient of services under this contract for any purpose not in conformity with state and federal law except upon written consent of the recipient, or the responsible parent or guardian when authorized by law.
- H. Assignments and Subcontracts**
  1. To neither assign the responsibility of this contract to another party nor subcontract for any of the work contemplated under this contract without prior written approval of the Department, which will not be unreasonably withheld. Any sub-license, assignment, or transfer otherwise occurring will be null and void. In the event the use of subcontracts is allowed, Provider will remain responsible for all work performed and all expenses incurred in connection with this contract. In addition, this contract will bind the successors, assigns, and legal representatives of Provider and of any legal entity that succeeds to the obligations of the Department.
  2. Provider will be responsible for all work performed and all expenses incurred for this contract. If the Department permits Provider to subcontract all or part of the work contemplated under this contract, including entering into subcontracts with vendors for services or commodities, the Department will not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and Provider will be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. If the Department permits Provider to subcontract, such permission will be indicated in Attachment I.
  3. The Department will at all times be entitled to assign or transfer, in whole or part, its rights, duties, or obligations under this contract to another governmental agency in the state of Florida, upon prior written notice to Provider.
  4. Unless otherwise stated in the contract between Provider and subcontractor, payments made by Provider to the subcontractor must be within seven working days after receipt of full or partial payments from the Department in accordance with section 287.0585, Florida Statutes. Failure to pay within seven working days will result in a penalty charged against Provider to be paid by Provider to the subcontractor in the amount of one-half of one percent of the amount due per day from the expiration of the period allowed herein for payment. The penalty will be in addition to actual payments owed and will not exceed 15 percent of the outstanding balance due.
- I. Return of Funds:** Return to the Department any overpayments due to unearned funds or funds disallowed and any interest attributable to such funds pursuant to the terms of this contract that were paid to Provider by the Department. In the event that Provider or its



independent auditor discovers that an overpayment has been made, Provider will repay the overpayment within 40 calendar days without prior notification from the Department. In the event that the Department first discovers an overpayment has been made, the Department will notify Provider in writing of such a finding. Should repayment not be made in the time specified by the Department, Provider will pay interest of one percent per month compounded on the outstanding balance after 40 calendar days after the date of notification or discovery.

**J. Transportation Disadvantaged:** If clients are to be transported under this contract, Provider must comply with the provisions of Chapter 427, Florida Statutes, and Rule Chapter 41-2, Florida Administrative Code. Provider must submit the reports required pursuant to the Department's Internal Operating Procedure (IOP) 56-58-15, Transportation Disadvantaged Procedure.

**K. Purchasing**

1. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE): It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this contract shall be purchased from the corporation identified under Chapter 946, Florida Statutes, in the same manner and under the same procedures set forth in section 946.515(2) and (4), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract (Provider) shall be deemed to be substituted for this agency (the Department) insofar as dealings with such corporation are concerned. This clause is not applicable to subcontractors unless otherwise required by law. An abbreviated list of products and services available from PRIDE may be obtained by contacting PRIDE at 1-800-643-8459.
2. Procurement of Materials with Recycled Content: Any products or materials which are the subject of, or are required to carry out this contract will be procured in accordance with the provisions of section 403.7065, Florida Statutes.
3. MyFloridaMarketPlace Vendor Registration: Each vendor doing business with the State for the sale of commodities or contractual services as defined in section 287.012, Florida Statutes, must register in the MyFloridaMarketPlace system, unless exempted under Rule 60A-1.033, Florida Administrative Code.
4. MyFloridaMarketPlace Transaction Fee:
  - a. The state of Florida, through its Department of Management Services (DMS), has instituted MyFloridaMarketPlace, a statewide procurement system. Pursuant to section 287.057(22), Florida Statutes, all payments will be assessed a Transaction Fee of one percent, which Provider will pay to the State.
  - b. For payments within the State accounting system (FLAIR or its successor), the Transaction Fee will, when possible, be automatically deducted from payments to the vendor. If automatic deduction is not possible, Provider will pay the Transaction Fee pursuant to Rule 60A-1.031(2), Florida Administrative Code. By submission of these reports and corresponding payments, vendor certifies their correctness. All such reports and payments will be subject to audit by the State or its designee.
  - c. Vendor will receive a credit for any Transaction Fee paid by Vendor for the purchase of any item, if such item is returned to Vendor through no fault, act, or omission of Vendor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the vendor's failure to perform or comply with specifications or requirements of this contract. Failure to comply with these requirements will constitute grounds for declaring the vendor in default and recovering procurement costs from the vendor in addition to all outstanding fees. Providers delinquent in paying transaction fees may be excluded from conducting future business with the State.
5. Alternative Contract Source: This contract may be used as an alternative contract source, subject to approval from DMS, pursuant to section 287.042(16), Florida Statutes and Rule 60A-1.045, Florida Administrative Code.

**L. Civil Rights Requirements:** Civil Rights Certification: Provider must comply with applicable provisions of the Department's publication titled, "Methods of Administration, Equal Opportunity in Service Delivery."

**M. Independent Capacity of the Provider**

1. Provider is an independent contractor and is solely liable for the performance of all tasks and deliverables contemplated by this contract.
2. Except where Provider is a state agency, Provider, its officers, agents, employees, subcontractors, or assignees, in performance of this contract, will act in the capacity of an independent contractor and not as an officer, employee, or agent of the State. Provider will not represent to others that it has the authority to bind the Department unless specifically authorized to do so.
3. Except where Provider is a state agency, Provider, its officers, agents, employees, subcontractors, or assignees are not entitled to state retirement or state leave benefits, or to any other compensation of state employment as a result of performing the duties and obligations of this contract.
4. Provider agrees to take such actions as may be necessary to ensure that each subcontractor of Provider understand they are independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the state of Florida.
5. Unless justified by Provider and agreed to by the Department in Attachment I, the Department will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial, or clerical support) to Provider, or its subcontractor or assignee.
6. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds, and all necessary insurance for Provider, Provider's officers, employees, agents, subcontractors, or assignees will be the responsibility of Provider.

**N. Sponsorship:** As required by section 286.25, Florida Statutes, if Provider is a non-governmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this contract, it will, in publicizing, advertising, or describing the sponsorship of the program, state: "*Sponsored by (Provider's name) and the State of Florida, Department of Health.*"



If the sponsorship reference is in written material, the words “*State of Florida, Department of Health*” will appear in at least the same size letters or type as Provider’s name.

- O. Final Invoice:** To submit the final invoice for payment to the Department no more than 30 days after the contract ends or is terminated. If Provider fails to do so, all right to payment is forfeited and the Department will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this contract may be withheld until all deliverables and any necessary adjustments have been approved by the Department.
- P. Use of Funds for Lobbying Prohibited:** Comply with the provisions of sections 11.062 and 216.347, Florida Statutes, which prohibit the expenditure of contract funds for the purpose of lobbying the Legislature, judicial branch, or a state agency.
- Q. Public Entity Crime, Discriminatory Vendor, and Scrutinized Companies**
  - 1. Pursuant to section 287.133, Florida Statutes, the following restrictions are placed on the ability of persons convicted of public entity crimes to transact business with the Department: When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, he or she may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
  - 2. Pursuant to section 287.134, Florida Statutes, the following restrictions are placed on the ability of persons convicted of discrimination to transact business with the Department: When a person or affiliate has been placed on the discriminatory vendor list following a conviction for discrimination, he or she may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the discriminatory vendor list.
  - 3. Provider must comply with the provisions of section 287.135, Florida Statutes as follows:
    - a. If Provider is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, that it is not on the *Scrutinized Companies with Activities in Sudan List*, the *Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List*, or that has been engaged in business operations in Cuba or Syria, this contract may be terminated at the option of the Department.
    - b. If Provider is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel this contract may be terminated at the option of the Department.
- R. Patents, Copyrights, and Royalties**
  - 1. Any inventions or discoveries developed in the course of or as a result of services performed under this contract which are patentable pursuant to 35 U.S.C. section 101, are the sole property of the state of Florida. Provider must inform the Department of any inventions or discoveries developed in connection with this contract and will be referred to the Department of State for a determination on whether patent protection will be sought for the invention or discovery. The state of Florida will be the sole owner of all patents resulting from any invention or discovery made in connection with this contract.
  - 2. Provider must notify the Department of State of any books, manuals, films, or other copyrightable works developed in connection with this contract. Any and all copyrights accruing under or in connection with the performance of this contract are the sole property of the state of Florida.
  - 3. Provider, without exception, will indemnify and save harmless the state of Florida and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured by Provider. Provider has no liability when such claim is solely and exclusively due to the Department of State’s alteration of the article. The state of Florida will provide prompt written notification of claim of copyright or patent infringement. Further, if such claim is made or is pending, Provider may, at its option and expense, procure for the Department of State, the right to continue use of, replace, or modify the article to render it non-infringing. If Provider uses any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the bid prices will include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.
- S. Construction or Renovation of Facilities Using State Funds:** Any state funds provided for the purchase of or improvements to real property are contingent upon Provider granting to the state a security interest in the property at least to the amount of the state funds provided for at least five years from the date of purchase or the completion of the improvements or as further required by law. As a condition of a receipt of state funding for this purpose, Provider agrees that, if it disposes of the property before the state’s interest is vacated, Provider will refund the proportionate share of the state’s initial investment, as adjusted by depreciation or appreciation.
- T. Electronic Fund Transfer:** Provider agrees to enroll in Electronic Fund Transfer (EFT) provided by DFS. Questions should be directed to DFS’s EFT Section at (850) 410-9466. The previous sentence is for notice purposes only. Copies of the authorization form and sample bank letter are available from DFS.
- U. Information Security:** Maintain confidentiality of all data, files, and records including client records related to the services provided pursuant to this contract and will comply with state and federal laws, including, but not limited to, sections 381.004, 384.29, 392.65, and



456.057, Florida Statutes.

- V. Venue:** Venue for any legal actions arising from this contract will be in Leon County, Florida, unless the contract is entered into by one of the Department's county health department, in which case, venue for any legal actions will be the pertinent county.

## **II. METHOD OF PAYMENT**

- A. Contract Amount:** The Department agrees to pay Provider for completion of the deliverables as specified in Attachment I, in an amount not to exceed \$180,553.00, subject to the availability of funds. The state of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature. The costs of services paid under any other contract or from any other source are not eligible for reimbursement under this contract.
- B. Contract Payment:**
1. Provider must submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit thereof.
  2. Where reimbursement of travel expenses are allowable as specified in Attachment I, bills for any travel expenses must be submitted in accordance with section 112.061, Florida Statutes. The Department may, if specified in Attachment I, establish rates lower than the maximum provided in section 112.061, Florida Statutes.
  3. Pursuant to section 215.422, Florida Statutes, the Department has five working days to inspect and approve goods and services, unless this contract specifies otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within 40 days, measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved, a separate interest penalty set by the State's Chief Financial Officer pursuant to section 55.03, Florida Statutes, will be due and payable in addition to the invoice amount. To obtain the applicable interest rate, contact the Department's fiscal office or contract administrator. Payments to health care providers for hospitals, medical, or other health care services, will be made not more than 35 days from the date eligibility for payment is determined, at the daily interest rate of 0.03333 percent. Invoices returned to Provider due to preparation errors will result in a payment delay. Interest penalties less than one dollar will not be enforced unless Provider requests payment. Invoice payment requirements do not start until a properly completed invoice is provided to the Department.
- C. Vendor Ombudsman:** A Vendor Ombudsman has been established within DFS whose duties include acting as an advocate for providers who may be experiencing problems in obtaining timely payment from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the DFS Consumer Hotline at 1-(800)-342-2762.

## **III. PROVIDER CONTRACT TERM**

- A. Effective and Ending Dates:** This contract will begin on 03/01/2019 or on the date on which the contract has been signed by both parties, whichever is later. It will end on 09/30/2020.
- B. Termination**
1. Termination at Will: This contract may be terminated by either party upon no less than 30 calendar days' written notice to the other party, without cause, unless a lesser time is mutually agreed upon in writing by both parties. The notice must be delivered by certified mail, return receipt requested, or in person with proof of delivery.
  2. Termination Because of Lack of Funds: In the event funds to finance this contract become unavailable, the Department may terminate the contract upon no less than 24 hours' written notice to Provider. The notice must be delivered by certified mail, return receipt requested, or in person with proof of delivery. The Department will be the final authority as to the availability and adequacy of funds.
  3. Termination for Breach: This contract may be terminated for non-performance upon no less than 24 hours' written notice to Provider. If applicable, the Department will employ the default provisions in Rule 60A-1.006(3), Florida Administrative Code. Waiver of breach of any provisions of this contract will not be deemed to be a waiver of any other breach and will not be construed to be a modification of the terms of this contract. The provisions herein do not limit the Department's right to remedies at law or in equity.
  4. In the event this contract is terminated, Provider will be compensated for any deliverables completed prior to the Department's notification to Provider of contract termination.
- C. Renegotiation or Modification:** Modifications of provisions of this contract will only be valid when they have been reduced to writing and duly signed by both parties. The rate of payment and dollar amount may be adjusted retroactively to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in the Department's operating budget.



**D. Contract Representatives Contact Information:**

1. The name, mailing address, and telephone number of Provider's official payee to whom the payment will be made is:

City of Deerfield Beach  
 150 NE 2nd Avenue  
 Deerfield Beach, FL 33441  
 954-480-4370

2. The name of the contact person and street address where Provider's financial and administrative records are maintained is:

Alexa Obgurn  
 150 NE 2nd Avenue  
 Deerfield Beach, FL 33441  
 954-422-5810

3. The name, address, and telephone number of the Department's Contract Manager is:

Symone Townsend  
 2585 Merchants Row Blvd.  
 Tallahassee, FL 32399  
 850-558-9635

4. The name, address, and telephone number of Provider's representative responsible for administration of the program under this contract is:

Joshua Niemann  
 290 Goolsby Blvd.  
 Deerfield Beach, FL 33441  
 954-480-4369

5. Provide written notice to the other party of any changes in the above contract representative's contact information. Any such changes will not require a formal amendment to this contract.

**E. All Terms and Conditions Included:** This contract and its attachments and exhibits as referenced, I, II, III 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 will supersede all previous communications, representations, or agreements, either verbal or written between the parties. If any term or provision of this contract is found to be illegal or unenforceable, the remainder of the contract will remain in full force and effect and such term or provision will be stricken.

**I have read the above contract and understand each section and paragraph.**

**IN WITNESS THEREOF**, the parties hereto have caused this 23 page contract to be executed by their undersigned, duly authorized, officials.

**PROVIDER: CITY OF DEERFIELD BEACH**

**SIGNATURE:** Burgess Hanson  
DocuSigned by:  
Burgess Hanson

**PRINT/TYPE NAME: BURGESS HANSON**

**TITLE: CITY MANAGER**

**DATE:** 3/28/2019

**STATE AGENCY 29-DIGIT FLAIR CODE:**

**FEID# (OR SSN): 596000305**

**PROVIDER FISCAL YEAR ENDING DATE: 10/31**

**STATE OF FLORIDA, DEPARTMENT OF HEALTH**

**SIGNATURE:** Shamari Roberson, DrPH, MPH  
DocuSigned by:  
Shamari Roberson, DrPH, MPH

**PRINT/TYPE NAME: SHAMARIAL ROBERSON, DRPH MPH**

**TITLE: INTERIM DIRECTOR, DIVISION OF COMMUNITY HEALTH PROMOTION**

**DATE:** 3/29/2019

**BY SIGNING THIS CONTRACT, THE ABOVE ATTESTS THERE IS EVIDENCE IN THE CONTRACT FILE DEMONSTRATING THIS CONTRACT WAS REVIEWED BY THE DEPARTMENT'S OFFICE OF THE GENERAL COUNSEL.**

## ATTACHMENT I

A. Services to be Provided:1. General Description:

- a. General Statement: This contract is for the purchase and installation of water fluoridation equipment for the provision of increasing access to fluoridated water in Deerfield Beach, Florida (i.e. the City of Deerfield Beach Water Fluoridation Project).
- b. Authority: Section 381.0052, Florida Statutes, and Ch. 18-009, § 3 at 445, Laws of Fla.

2. Definition of Terms:

- a. Cost Estimate: A plan, which lists the estimated invoice price of the equipment or item that will be purchased. The cost estimate must include the quantity of items that will be purchased, the name of the item, the type, and size of the item, the manufacturer, and model number along with the total item price.
- b. Project Close Out Report: A report stating that all applicable administrative actions and required work of the contract have been completed.
- c. Quarter: A three-month period of the contract, coinciding with the state's fiscal year. The quarters are July through September (first quarter), October through December (second quarter), January through March (third quarter), and April through June (fourth quarter).

B. Manner of Service Provision:

- 1. Scope of Work: Provider will purchase and install water fluoridation equipment to assist in the provision of increasing access to fluoridated water and maintaining optimal fluoride concentration at a consistent level within Deerfield Beach, Florida.
  - a. Tasks: Provider will perform the following tasks:
    - 1) Complete and submit the cost estimate to the Contract Manager within 30 days of contract execution. Update the cost estimate as necessary throughout the contract term and submit it to the Contract Manager within five business days of any updates.
    - 2) Purchase and install water fluoridation equipment for the City of Deerfield Beach Water Fluoridation Project by September 30, 2020. All purchases must be in accordance with the approved cost estimate. Take photos of each item purchased and maintain them throughout the contract term. All purchases and installations must be in accordance with Florida Administrative Code Rule 62-555.325. Reimbursement will be made for each item purchased in accordance with the terms of this contract.
    - 3) Prepare a Quarterly Progress Report, including documentation showing the progress, delays, purchases, unit costs, total costs of the goods or services, number of items purchased, date of delivery, installation,



## City of Deerfield Beach

manufacturer, retailer, and serial number and submit it to the Contract Manager at the end of each quarter.

- 4) Prepare a Project Close Out Report and submit it to the Contract Manager within 30 days from the date of project completion but no later than September 30, 2020. The Project Close Out Report must include:

- (a) Equipment photos;
- (b) Itemized list of equipment purchased including the equipment's name and cost; and
- (c) For all equipment costing \$5,000 or more, include the following information for each item:
  - (1) Description of item;
  - (2) Manufacturer;
  - (3) Serial number;
  - (4) Quantity purchased;
  - (5) Condition of each;
  - (6) Location (the water plant's physical address);
  - (7) Purchase cost; and
  - (8) Date received.

- b. Deliverables: Provider must complete or submit the following deliverables in the time and manner specified:

- 1) Quarterly: Purchase and installation of water fluoridation equipment with submission of supporting documentation as specified in Tasks B.1.a.1) through B.1.a.4).

- c. Performance Measures: The Deliverables must be met at this minimum level of performance:

- 1) Deliverable B.1.b.1):
  - a) The cost estimate must be completed and submitted as specified.
  - b) Equipment must be purchased and installed as specified.
  - c) Quarterly Progress Reports must be prepared and submitted as specified.
  - d) A Project Closeout Report must be prepared and submitted as specified.

## City of Deerfield Beach

2. Financial Consequences: Failure to complete or submit a deliverable in the time and manner specified will result in a reduction in payment for that deliverable as follows:
  - a. Deliverable B.1.b.1):
    - 1) Failure to complete and submit the cost estimate as specified will result in a one percent reduction in the invoice amount.
    - 2) Failure to purchase and install the equipment as specified will result in a twenty percent reduction in the invoice amount. An additional reduction of one percent will result in the invoice amount for every five days thereafter the equipment is not installed.
    - 3) Failure to prepare and submit the Quarterly Progress Reports as specified will result in a five percent reduction in the invoice amount. An additional reduction of one percent will result in the invoice amount for every five days thereafter the report is not submitted.
    - 4) Failure to prepare and submit the Project Closeout Report as specified will result in a five percent reduction in the invoice amount. An additional reduction of one percent will result in the invoice amount for every five days thereafter the report is not submitted.
3. Service Location and Equipment:
  - a. Service Location: The water fluoridation system will be used in Deerfield Beach, Florida and is located at 290 Goolsby Boulevard, Deerfield Beach, Florida 33442.
  - b. Equipment: Provider will be responsible for maintaining all equipment purchased under this contract.

C. Method of Payment

1. Payment: This is a cost reimbursement contract. The Department will reimburse Provider upon completion of the deliverable specified in Section B.1.b., and in accordance with the terms and conditions of the contract, a total dollar amount not to exceed \$180,553.00.
2. Unit of Service: A unit of service will consist of one quarter of completed required deliverables, as specified in Section B.1. A quarter of deliverables will include all deliverables due in that quarter, including any monthly or annual deliverables scheduled for delivery in a particular quarter.
3. Invoice Requirements: Payment must be requested through submission of a properly completed invoice to the Contract Manager within 30 days from the end of each quarter. Deliverables must be completed as specified in Section B.1.b. prior to any payments being made. All appropriate supporting documentation must be included for the invoice to be reviewed and assessed for payment. Provider must include with its invoice a statement certifying that reimbursement expenses were incurred on or before June 30, 2020.
4. No purchases will be made until the cost estimate has been approved by the Department.



5. Supporting Documentation:

- a. Budget: Attach a copy of the Department approved cost estimate and budget justification for the initial contract year upon contract execution. Each subsequent contract year, the budget must be submitted to the Contract Manager for approval by August 1. Any revisions to an approved cost estimate or budget justification must be submitted to the Contract Manager for review and approval prior to implementation.
- b. Expenses: Receipts are required for all expenses incurred for which reimbursement is sought.
- c. Cost Reimbursement Documentation Requirements: Paid invoices or receipts must support payments made to subcontractors. Receipts and proper documentation are required for all expenses incurred for which reimbursement is sought.

D. Special Provisions

1. Contract Renewal: This contract may be renewed on a yearly basis for no more than three years beyond the initial contract or for the term of the original contract, whichever is longer, and under the same terms and conditions as the original contract. Renewals must be in writing, made by mutual agreement, and will be contingent upon satisfactory fiscal and programmatic performance evaluations as determined by the department, and will be subject to the availability of funds.
2. Non-Expendable Property Clause: Non-expendable property is defined as tangible personal property of a non-consumable nature that has an acquisition cost of \$1000 or more per unit and an expected useful life of at least one year, and hardback-bound books, which are not circulated to students or the general public, with the value or cost of \$250 or more. Hardback books with a value or cost of \$250 or more should be classified as OCO (Other Capital Outlay) expenditures.

All such property purchased under this contract must be listed on the property records of Provider. Said listing must include a description of the property, model number, manufacturer's serial number, funding source, information needed to calculate the federal or state share, date of acquisition, unit cost, property inventory number, and information on the location, use and condition, transfer, replacement or disposition of the property.

All such property purchased under this contract must be inventoried annually and an inventory report must be submitted to the Department along with the final expenditure report. A report of non-expendable property must be submitted to the Department along with the expenditure report for the period in which it was purchased. Unless otherwise determined by the Department, title (ownership) to all non-expendable property acquired with funds from the contract will be vested in the Department upon completion or termination of the contract. At no time will Provider dispose of non-expendable property purchased under this contract except with the permission of the Department in accordance with their instructions.

3. Use: Equipment purchased under this contract must be used for the services indicated in this contract throughout the useful life of the water fluoridation system. The water fluoridation system must not be sold without the Department's prior written approval. This provision remains effective after the end date of the contract.

**END OF TEXT**



**Mission:**

To protect, promote & improve the health of all people in Florida through integrated state, county & community efforts.



**Ron DeSantis**  
Governor

**Vision:** To be the Healthiest State in the Nation

## ATTACHMENT II

### AUDIT REQUIREMENTS FOR AWARDS OF STATE AND FEDERAL FINANCIAL ASSISTANCE

The administration of resources awarded by the Department of Health to recipient organization may be federal or state financial assistance as defined by 2 CFR § 200.40 and/or section 215.97, Florida Statutes, and may be subject to audits and/or monitoring by the Department of Health, as described in this section. For this agreement, the Department of Health has determined the following relationship exist:

1.            **Vendor/Contractor (215.97(z), F.S.) and (2 CFR § 200.23).** Funds used for goods and services for the Department of Health's own use and creates a procurement relationship with Recipient which is not subject to single audit act compliance requirements for the Federal/State program as a result of this contract agreement.

A vendor/contractor agreement may also be used with an established Service Organization (SO) that is serving as a Third-Party Administrator and in this case, is subject to SSAE18 audit reporting requirements (see Part III. Other Audit Requirements).

2.   X   **Recipient/Subrecipient of state financial assistance (215.97(o)(y), F.S.).** Funds may be expended only for allowable costs resulting from obligations incurred during the specified contract period. In addition, any balance of unobligated funds which has been advanced or paid must be refunded to the Department of Health as the state awarding agency. As well as funds paid in excess of the amount to which the recipient/subrecipient is entitled under the terms and conditions of the contract must be refunded to the Department of Health.

3.            **Recipient/Subrecipient of federal financial assistance (2 CFR § 200.40) .** Funds paid in excess of the amount to which the recipient/subrecipient is entitled under the terms and conditions of the contract must be refunded to the Department of Health as the Pass-Through state awarding agency. In addition, the recipient/subrecipient may not earn or keep any profit resulting from Federal financial assistance, unless explicitly authorized by the terms and conditions of the Federal award or this agreement.

**Note:** A vendor/contractor vs. recipient/subrecipient determination must conclude with the completion of **Exhibit 2** to identify the recipient's audit's relationship with the department.

### MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F (formerly A-133) - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Department of Health staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by the Department of Health. In the event the Department of Health determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by Department of Health staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

## **AUDIT GUIDANCE**

### **PART I:           FEDERALLY FUNDED**

This part is applicable if Recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. If a recipient expends \$750,000 or more in Federal awards during its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. **EXHIBIT 1** to this form lists the federal resources awarded through the Department of Health by this agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Health. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, Recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§ 200.508-.512.
3. If a recipient expends less than \$750,000 in Federal awards in its fiscal year, the recipient is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).

**Note:** Audits conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to contracts with the Department of Health shall be based on the contract agreement's requirements, including any rules, regulations, or statutes referenced in the contract. The financial statements shall disclose whether the matching requirement was met for each applicable contract. All questioned costs and liabilities due to the Department of Health shall be fully disclosed in the audit report with reference to the Department of Health contract involved. If not otherwise disclosed as required by 2 CFR § 200.510, the schedule of expenditures of Federal awards shall identify expenditures by funding source and contract number for each contract with the Department of Health in effect during the audit period.

Financial reporting packages required under this part must be submitted within the earlier of 30 days after receipt of the audit report or 9 months after the end of Recipient's fiscal year end.



**PART II: STATE FUNDED**

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

1. If a recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017 or thereafter), recipient must have a State single or project-specific audit for such fiscal year in accordance with section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; Chapter 10.550 (local governmental entities) or Chapter 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **EXHIBIT I** to this contract indicates state financial assistance awarded through the Department of Health by this contract. In determining the state financial assistance expended in its fiscal year, recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Health, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1, recipient shall ensure that the audit complies with the requirements of section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by section 215.97(2), Florida Statutes, and Chapter 10.550 (local governmental entities) or Chapter 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If a recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017 or thereafter), an audit conducted in accordance with the provisions of section 215.97, Florida Statutes, is not required. In the event that a recipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, Florida Statutes, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than state funds).

**Note:** 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 Department of Health shall be based on the contract's requirements, including any applicable rules, regulations, or statutes. The financial statements shall disclose whether the matching requirement was met for each applicable contract. All questioned costs and liabilities due to the Department of Health shall be fully disclosed in the audit report with reference to the Department of Health contract involved. If not otherwise disclosed as required by Florida Administrative Code Rule 69I-5.003, the schedule of expenditures of state financial assistance shall identify expenditures by contract number for each contract with the Department of Health 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 9 months after recipient'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 recipient's fiscal year end. Notwithstanding the applicability of this portion, the Department of Health 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: OTHER AUDIT REQUIREMENTS

This part is applicable to a contractor, vendor and/or provider organization serving as a third-party administrator on behalf of FDOH programs and is classified or determined in the FDOH contract agreement to be a Service Organization (SO).

If the contracted entity is determined to be a Service Organization (SO), the entity must perform an attestation to the Service Organization Controls (SOC) and submit to FDOH a "Statement on Standards for Attestation Engagements (SSAE18) audit report within the assigned timeframe as agreed upon in the SO's contract agreement. The hired Auditor must make an evaluation consistent with the FDOH contract terms and conditions to determine which SSAE18 report types to perform for the required SOC types. Below are the options available for the SSAE18 reports;

#### TYPES:

1. **SOC 1** – A report on controls over financial reporting.
  - **Type 1 Report** - Report on the fairness of the presentation of management's description of the service organization's system and the suitability of the design of the controls to achieve the related control objectives included in the description as of a specified date.
  - **Type 2 Report** - Report on the fairness of the presentation of management's description of the service organization's system and the suitability of the design and **operating effectiveness** of the controls to achieve the related control objectives included in the description throughout a specified period. (**Auditor conducts testing**)
2. **SOC 2** – A report on controls that may be relevant to security, availability, processing Integrity, confidentiality or privacy. These reports are intended to meet the needs of a broad range of users that need detailed information and assurance about the controls at a service organization relevant to security, availability, and processing integrity of the systems the service organization uses to process users' data and the confidentiality and privacy of the information processed by these systems. These reports can play an important role in:
  - Oversight of the organization
  - Vendor management programs
  - Internal corporate governance and risk management processes
  - Regulatory oversight
  - **Type 1 Report** - Report on the fairness of the presentation of management's description of the service organization's system and the suitability of the design of the controls to achieve the related control objectives included in the description as of a specified date.
  - **Type 2 Report** - Report on the fairness of the presentation of management's description of the service organization's system and the suitability of the design and **operating effectiveness** of the controls to achieve the related control objectives included in the description throughout a specified period. (**Auditor conducts testing**)

#### **PART IV: REPORT SUBMISSION**

1. Copies of single audit reporting packages for state financial assistance (CSFA) and federal financial assistance (CFDA) conducted in accordance with **2 CFR § 200.512 and section 215.97(2), Florida Statutes**, shall be submitted by or on behalf of recipient directly to:

- A. The Department of Health as follows:

[SingleAudits@flhealth.gov](mailto:SingleAudits@flhealth.gov)

Pursuant to 2 CFR § 200.521, and section 215.97(2), Florida Statutes, recipient shall submit an electronic copy of the reporting package and any management letter issued by the auditor to the Department of Health.

Audits must be submitted in accordance with the instructions set forth in Exhibit 3 hereto and accompanied by the "Single Audit Data Collection Form, Exhibit 4." Files which exceed electronic email capacity may be submitted on a CD or other electronic storage medium and mailed to:

**Florida Department of Health**  
Bureau of Finance & Accounting  
Attention: FCAM, Single Audit Review  
4052 Bald Cypress Way, Bin B01  
Tallahassee, FL 32399-1701.

- B. The Auditor General's Office as follows:

One electronic copy email by or on behalf of recipient directly to the Auditor General's Office at: [flaudgen\\_localgovt@aud.state.fl.us](mailto:flaudgen_localgovt@aud.state.fl.us).

One paper copy mail to:

**Auditor General's Office**  
Claude Pepper Building, Room 401  
111 West Madison Street  
Tallahassee, Florida 32399-1450

2. In addition to item 1, electronic copies of reporting packages for federal financial assistance (CFDA) conducted in accordance with **2 CFR § 200.512** shall also be submitted by or on behalf of recipient directly to each of the following:
  - A. The Federal Audit Clearinghouse (FAC), the Internet Data Entry System (IDES) is the place to submit the Federal single audit reporting package, including form SF-SAC, for Federal programs. Single audit submission is required under the Single Audit Act of 1984 (amended in 1996) and 2 CFR § 200.36 and § 200.512. The Federal Audit Clearinghouse requires electronic submissions as the only accepted method for report compliances. FAC's website address is: <https://harvester.census.gov/facweb/>
  - B. When applicable, other Federal agencies and pass-through entities in accordance with 2 CFR §200.331 and § 200.517.
3. Copies of SSAE18 reports and supporting documents shall be submitted by or on behalf of SO/Third Party Administrator directly to the FDOH designated Contract Manager (CM) as outlined in each SO contract agreement.

**Note:** Any reports, management letter, or other information required to be submitted to the Department of Health pursuant to this contract shall be submitted timely in accordance with 2 CFR § 200.512 and Florida Statutes, Chapter 10.550 (local governmental entities) or Chapter 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Recipients, when submitting financial reporting packages to the Department of Health for audits done in accordance with 2 CFR § 500.512 or Chapter 10.550 (local governmental entities) or Chapter 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to recipient in correspondence accompanying the reporting package.



**PART V: RECORD RETENTION**

Recipient shall retain sufficient records demonstrating its compliance with the terms of this contract for a period of six years from the date the audit report is issued and shall allow the Department of Health or its designee, the CFO, or the Auditor General access to such records upon request. Recipient shall ensure that audit working papers are made available to the Department of Health, or its designee, CFO, or Auditor General upon request for a period of six years from the date the audit report is issued, unless extended in writing by the Department of Health.

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**End of Text**

## EXHIBIT 1

Contract #: CH2

Federal Award Identification #: N/A

1. FEDERAL RESOURCES AWARDED TO THE SUBRECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

|                  |     |       |     |       |     |    |     |
|------------------|-----|-------|-----|-------|-----|----|-----|
| Federal Agency 1 | N/A | CFDA# | N/A | Title | N/A | \$ | N/A |
|------------------|-----|-------|-----|-------|-----|----|-----|

|                  |     |       |     |       |     |    |     |
|------------------|-----|-------|-----|-------|-----|----|-----|
| Federal Agency 2 | N/A | CFDA# | N/A | Title | N/A | \$ | N/A |
|------------------|-----|-------|-----|-------|-----|----|-----|

|                      |    |     |
|----------------------|----|-----|
| TOTAL FEDERAL AWARDS | \$ | N/A |
|----------------------|----|-----|

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

N/A

2. STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

State financial assistance subject to section 215.97, Florida Statutes: CSFA# 64.001 Title Fluoridation Project

\$ 180,553.00

TOTAL STATE FINANCIAL ASSISTANCE AWARDED PURSUANT TO SECTION 215.97, FLORIDA STATUTES

\$ 180.553.00

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

Rule 62-555.325, Florida Administrative Code

Financial assistance not subject (exempt) to section 215.97, Florida Statutes or 2 CFR § 200.40: \$ N/A

Financial assistance not subject (exempt) to section 215.97, Florida Statutes or 2 CFR § 200.40: \$ N/A

### Matching and Maintenance of Effort \*

Matching resources for federal Agency(s):

|         |     |       |     |       |     |    |     |
|---------|-----|-------|-----|-------|-----|----|-----|
| Agency: | N/A | CFDA# | N/A | Title | N/A | \$ | N/A |
|---------|-----|-------|-----|-------|-----|----|-----|

Maintenance of Effort (MOE):

|         |     |       |     |       |     |    |     |
|---------|-----|-------|-----|-------|-----|----|-----|
| Agency: | N/A | CFDA# | N/A | Title | N/A | \$ | N/A |
|---------|-----|-------|-----|-------|-----|----|-----|

\*Matching Resources, MOE, and Financial Assistance not subject to section 215.97, Florida Statutes or 2 CFR § 200.306 amounts should not be included by recipient when computing the threshold for single audit requirements totals. However, these amounts could be included under notes in the financial audit or footnoted in the Schedule of Expenditures of Federal Awards and State Financial Assistance (SEFA). Matching, MOE, and Financial Assistance not subject to section. 215.97, Florida Statutes or 2 CFR § 200.306 is not considered State or Federal Assistance.



## **EXHIBIT 2**

### **PART I: AUDIT RELATIONSHIP DETERMINATION**

Recipients who receive state or federal resources may or may not be subject to the audit requirements of 2 CFR § 200.500, and/or section 215.97, Florida Statutes, recipients who are determined to be recipients or subrecipients 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 is met. Recipients who have been determined to be vendors are not subject to the audit requirements of 2 CFR § 200.501, and/or section 215.97, Florida Statutes. Recipients who are "higher education entities" as defined in Section 215.97(2)(h), Florida Statutes, and are recipients or subrecipients of state financial assistance, are also exempt from the audit requirements of Section 215.97(2)(a), Florida Statutes. Regardless of whether the audit requirements are met, recipients who have been determined to be recipients or subrecipients of Federal awards and/or state financial assistance must comply with applicable programmatic and fiscal compliance requirements.

**For the purpose of single audit compliance requirements, the Recipient has been determined to be:**

- \_\_\_\_ Vendor/Contractor not subject to 2 CFR § 200.501 and/or section 215.97, Florida Statutes  
  X   Recipient/subrecipient subject to 2 CFR § 200.501 and/or section 215.97, Florida Statutes  
 \_\_\_\_ Exempt organization not subject to 2 CFR § 200.501; For Federal awards for-profit subrecipient organizations are exempt as specified in 2 CFR § 200.501(h).  
 \_\_\_\_ Exempt organization not subject to section 215.97, Florida Statutes, 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.

**For other audit requirements, the Recipient has been determined to be:**

  N/A   Service Organization (SO) subject to SSAE18 reporting requirements

**NOTE:** If a recipient is determined to be a recipient/subrecipient of federal and or state financial assistance and has been approved by the department to subcontract, it must comply with section 215.97(7), Florida Statutes, and Florida Administrative Code Rule 69I-.5006, [state financial assistance] and 2 CFR § 200.330 [federal awards].

### **PART II: FISCAL COMPLIANCE REQUIREMENTS**

**FEDERAL AWARDS OR STATE MATCHING FUNDS ON FEDERAL AWARDS.** Recipients 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:

1. 2 CFR Part 200- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
2. Reference Guide for State Expenditures
3. 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 the 2 CFR § 200.401(5) (c).

\*\*For funding passed through U.S. Health and Human Services, 45 CFR Part 92; for funding passed through U.S. Department of Education, 34 CFR Part 80.

**STATE FINANCIAL ASSISTANCE.** Recipients who receive state financial assistance and who are determined to be a recipient/subrecipient must comply with the following fiscal laws, rules and regulations:

1. Section 215.97, Florida Statutes
2. Florida Administrative Code Chapter 69I-5,
3. State Projects Compliance Supplement
4. Reference Guide for State Expenditures
5. Other fiscal requirements set forth in program laws, rules and regulations

This document may be obtained online through the FIHealth website under [Audit Guidance](#). \*Enumeration of laws, rules and regulations herein is not exhaustive or exclusive. Funding to recipients will be held to applicable legal requirements whether or not outlined herein.

**End of Text**

1 ☐

Revised 02.01.201 ☐

FD ☐ H, Division of Administration - Federal Compliance and Audit ☐ anagement Section

Contract ☐   C ☐ H ☐ 2

## **EXHIBIT 3**

### **INSTRUCTIONS FOR ELECTRONIC SUBMISSION OF SINGLE AUDIT REPORTS**

#### **Part I:** Submission to FDOH

Single Audit reporting packages ("SARP") must be submitted to the Department in an electronic format. This change will eliminate the need to submit multiple copies of the reporting package to the Contract Managers and various sections within the Department and will result in efficiencies and cost savings to recipient and the Department. Upon receipt, the SARP's will be posted to a secure server and accessible to Department staff.

The electronic copy of the SARP should:

- Be in a Portable Document Format (PDF).
- Include the appropriate letterhead and signatures in the reports and management letters.
 

Be a single document. However, if the financial audit is issued separately from the Single Audit reports, the financial audit reporting package may be submitted as a single document and the Single Audit reports may be submitted as a single document. Documents which exceed 8 megabytes (MB) may be stored on a CD and mailed to: Bureau of Finance & Accounting, Attention: FCAM, Single Audit Review, 4052 Bald Cypress Way, Bin B01 (HAFA), Tallahassee, FL 32399-1701.
- Be an exact copy of the final, signed SARP provided by the Independent Audit firm.
- Not have security settings applied to the electronic file.
- Be named using the following convention: [fiscal year] [name of the audited entity exactly as stated within the audit report].pdf. For example, if the SARP is for the 2016-17 fiscal year for the City of Gainesville, the document should be entitled 2016 City of Gainesville.pdf.
- Be accompanied by the attached "Single Audit Data Collection Form." This document is necessary to ensure that communications related to SARP issues are directed to the appropriate individual(s) and that compliance with Single Audit requirements is properly captured.

Questions regarding electronic submissions may be submitted via e-mail to [SingleAudits@flhealth.gov](mailto:SingleAudits@flhealth.gov) or by telephone to the Single Audit Review Section at (850) 245-4185.

#### **Part II:** Submission to Federal Audit Clearinghouse

Click [Here](#) for instructions and guidance to submit the completed SF-SAC report to the Federal Audit Clearinghouse website or click [Here](#) to access the SF-SAC Worksheet & Single Audit Component Checklist Form.

#### **Part III:** Submission to Florida Auditor General

Click [Here](#) for questions and other instructions for submitting Single SAC reports to the State of Florida, Auditor General's Office



**EXHIBIT 4****Single Audit Data Collection Form****Part 1: GENERAL INFORMATION****1. Fiscal period ending date for the Single Audit.**

|       |     |      |
|-------|-----|------|
| Month | Day | Year |
| /     | /   |      |

**2. Auditee Identification Number**

a. Primary Employer Identification Number (EIN)

|  |  |    |  |  |  |  |  |  |  |  |
|--|--|----|--|--|--|--|--|--|--|--|
|  |  | -- |  |  |  |  |  |  |  |  |
|--|--|----|--|--|--|--|--|--|--|--|

b. Are multiple EINs covered in this report ☐ Yes ☐ No

c. If "yes", complete No. 3.

**3. ADDITIONAL ENTITIES COVERED IN THIS REPORT**

Employer Identification #

Name of Entity

|  |  |    |  |  |  |  |  |  |  |  |
|--|--|----|--|--|--|--|--|--|--|--|
|  |  | -- |  |  |  |  |  |  |  |  |
|  |  | -- |  |  |  |  |  |  |  |  |
|  |  | -- |  |  |  |  |  |  |  |  |

|  |
|--|
|  |
|  |
|  |
|  |

**4. AUDITEE INFORMATION**

a. Auditee name:

Auditee Primary DUNS#:

b. Auditee address (number and street)

City

State

Zip Code

c. Auditee contact

Name:

Title:

d. Auditee contact telephone

( ) -

e. Auditee contact FAX

( ) -

f. Auditee contact E-mail

**5. PRIMARY AUDITOR INFORMATION**

a. Primary auditor name:

b. Primary auditor address (number and street)

City

State

Zip Code

c. Primary auditor contact

Name:

Title:

d. Primary auditor contact telephone

( ) -

e. Primary auditor E-mail

( ) -

f. Audit Firm License Number

**6. AUDITEE CERTIFICATION STATEMENT** – This is to certify that, to the best of my knowledge and belief, the auditee has: (1) engaged an auditor to perform an audit in accordance with the provisions of 2 CFR § 200. 512 and/or section 215.97, Florida Statutes, for the period described in Item 1; (2) the auditor has completed such audit and presented a signed audit report which states that the audit was conducted in accordance with the aforementioned Circular and/or Statute; (3) the attached audit is a true and accurate copy of the final audit report issued by the auditor for the period described in Item 1; and (4) the information included in this data collection form is accurate and complete. I declare the foregoing is true and correct.

**AUDITEE CERTIFICATION**

Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Date Audit Received from Auditor: \_\_\_\_/\_\_\_\_/\_\_\_\_

Name of Certifying Official: \_\_\_\_\_  
(Please print clearly)Title of Certifying Official: \_\_\_\_\_  
(Please print clearly)

Signature of Certifying Official: \_\_\_\_\_



## ATTACHMENT III BUDGET NARRATIVE

|                                                                                                                                                                                                                                                                      |                 |                                   |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|-----------------------------------|
| <b>A.3: DIRECT EXPENSES</b>                                                                                                                                                                                                                                          |                 |                                   |
| <b>Note: Expand this section to see full explanation. This section is for direct expenses involved in the performance of the deliverables of this contract. This includes rent, utilities, phone service, internet services, supplies, liability insurance, etc.</b> |                 |                                   |
| <b>ITEMIZED DIRECT EXPENSE</b>                                                                                                                                                                                                                                       |                 |                                   |
| <b>Item of Cost</b>                                                                                                                                                                                                                                                  | <b>Quantity</b> | <b>Amount Charged to Contract</b> |
| <b>Equipment</b>                                                                                                                                                                                                                                                     |                 |                                   |
| Meterig Pumps                                                                                                                                                                                                                                                        | 2               | \$7,182.00                        |
| Dual-Pump Skid                                                                                                                                                                                                                                                       | 1               | \$8,163.00                        |
| Prominent Cable                                                                                                                                                                                                                                                      | 2               | \$101.72                          |
| Pump Terminal Box                                                                                                                                                                                                                                                    | 1               | \$840.31                          |
| SCADA controller                                                                                                                                                                                                                                                     | 1               | \$5,389.29                        |
| Pump Manual                                                                                                                                                                                                                                                          | 1               | \$650.00                          |
| Exhaust Fan                                                                                                                                                                                                                                                          | 1               | \$2,028.00                        |
| Exhaust Fan                                                                                                                                                                                                                                                          | 1               | \$734.00                          |
| Fluoride Day Tank                                                                                                                                                                                                                                                    | 1               | \$230.95                          |
| Security Door                                                                                                                                                                                                                                                        | 2               | \$3,090.00                        |
| Scale                                                                                                                                                                                                                                                                | 1               | \$2,099.00                        |
| Sump Pump                                                                                                                                                                                                                                                            | 2               | \$347.90                          |
| Chemical Injector                                                                                                                                                                                                                                                    | 2               | \$479.90                          |
| Level Transducer                                                                                                                                                                                                                                                     | 3               | \$989.90                          |
| Transfer Pump                                                                                                                                                                                                                                                        | 1               | \$1,239.95                        |
| Leak Detection                                                                                                                                                                                                                                                       | 1               | \$7,000.00                        |
| <b>Subtotal</b>                                                                                                                                                                                                                                                      |                 | <b>\$40,565.92</b>                |
| <b>Safety Equipment</b>                                                                                                                                                                                                                                              |                 |                                   |
| PPE Duffel Bag                                                                                                                                                                                                                                                       | 24              | \$1,322.40                        |
| Safety Glasses                                                                                                                                                                                                                                                       | 24              | \$62.40                           |
| Face Shield                                                                                                                                                                                                                                                          | 24              | \$682.32                          |
| Chemical Gloves                                                                                                                                                                                                                                                      | 24              | \$158.40                          |
| Tyvec Coveralls                                                                                                                                                                                                                                                      | 24              | \$6,060.24                        |
| Chemical Boots                                                                                                                                                                                                                                                       | 24              | \$1,897.44                        |
| Chemical Apron                                                                                                                                                                                                                                                       | 24              | \$330.24                          |
| 3 Piece Rain Suit                                                                                                                                                                                                                                                    | 24              | \$955.20                          |
| Lock Out/Tag Out                                                                                                                                                                                                                                                     | 24              | \$3,339.60                        |
| Full Face Respirator                                                                                                                                                                                                                                                 | 24              | \$6,349.92                        |
| Filter for Respirator                                                                                                                                                                                                                                                | 12              | \$323.64                          |
| Fit Tester-Respirator                                                                                                                                                                                                                                                | 1               | \$382.38                          |



## ATTACHMENT III BUDGET NARRATIVE

|                                                                        |    |                                 |
|------------------------------------------------------------------------|----|---------------------------------|
| <b>SDS Binder</b>                                                      | 4  | \$124.92                        |
| <b>Eyewash</b>                                                         | 2  | \$593.90                        |
| <b>Spill Kit</b>                                                       | 2  | \$1,184.00                      |
| Spill Kit                                                              | 2  | \$628.40                        |
| Anti-slip Epoxy                                                        | 30 | \$15,180.00                     |
| <b>Subtotal</b>                                                        |    | <b>\$39,575.40</b>              |
| <b>Installation</b>                                                    |    |                                 |
| Piping, Valves, Fittings                                               |    | \$8,000.00                      |
| Electrical                                                             |    | \$8,745.11                      |
| <b>Subtotal</b>                                                        |    | <b>\$16,745.11</b>              |
| <b>Testing Equipment</b>                                               |    |                                 |
| Fluoride Analyzer- In-line/NEMA 4X w/ Enclosure                        | 2  | \$14,386.00                     |
| Bench Top Fluoride Analyzer Spectrophotometer                          | 2  | \$9,208.00                      |
| <b>Subtotal</b>                                                        |    | <b>\$23,594.00</b>              |
| <b>Equipment and Installation Subtotal</b>                             |    | <b>\$120,480.43</b>             |
| <b>Engineering Fee (up to 15% Equipment and Installation Subtotal)</b> |    | <b>\$18,072.06</b>              |
| Chemical (Fluoride supply for one year based on MGD flow               |    |                                 |
| Hydrofluorosilic (HSF) Acid (23%)                                      |    | \$3.00 per pound * 7,000 pounds |
| 1st year                                                               |    | \$21,000.00                     |
| 2nd year                                                               |    | \$21,000.00                     |
| <b>Subtotal</b>                                                        |    | <b>\$42,000.00</b>              |
| <b>Total Direct Expense Allocation</b>                                 |    | <b>\$180,552.49</b>             |



# TSC-JACOBS

Date: 11/26/2019

Quote # 19-706

TSC Jacobs  
11021 Countryway Blvd.  
Tampa, FL 33626  
813-888-5556  
Fax 813-854-2183  
austin@TSCJacobs.com

To: Joshua Niemann  
Water Operations Supervisor  
City of Deerfield Beach  
954-480-4368

| Salesperson  | Job                               | Payment Terms | Freight  |
|--------------|-----------------------------------|---------------|----------|
| Austin Moore | Deerfield Beach WTP Fluoride Skid | Net 30        | Included |

| Qty             | Item          | Description                                                                                                                            | Unit Price  | Ext. Price  |
|-----------------|---------------|----------------------------------------------------------------------------------------------------------------------------------------|-------------|-------------|
| 1.00            | Fluoride Skid | One (1) Fluoride feed skid consisting of two (2) hydraulic metering pumps as described in attached Pulsafeeder proposal #SQU0000148-1. | \$31,740.00 | \$31,740.00 |
| <b>Subtotal</b> |               |                                                                                                                                        |             | \$31,740.00 |
| <b>Tax</b>      |               |                                                                                                                                        |             | \$0.00      |
| <b>Freight</b>  |               |                                                                                                                                        |             | \$495.00    |
| <b>Total</b>    |               |                                                                                                                                        |             | \$32,235.00 |

- The complete scope of supply is as noted in the attached proposal # SQU0000148-1. Any item not specifically noted is not included.
- Drawings for approval will be available 2-3 weeks after receipt of an acceptable purchase order. Equipment shall be available for shipment 8 to 10 weeks after the receipt of an acceptable written release for manufacture. Any accessories quoted are shipped loose for mounting by others unless otherwise noted.
- Installation or other field service work IS NOT INCLUDED unless otherwise noted. Field service can be provided at a rate of \$1,200 per day onsite if required.
- Pricing does not include any state, sales, use or any other taxes as may be applicable to this project.



Pulsafeeder, Inc.  
2883 Brighton Henrietta TL Rd.  
Rochester, NY 14623  
Phone: +1 (585) 292-8000  
**pulsa.com**

Proposal Number: SQAU000148-1

Date: 4/18/19  
To: TSC Jacobs  
Attention: Austin Moore  
From: Valerie A. Sutton  
Subject: Deerfield Beach  
Fluoride skid

Pulsafeeder, Inc. is pleased to offer the following proposal for named equipment for the above referenced project:

## I. EQUIPMENT DESCRIPTION

### CHEMICAL FEED SYSTEMS

Each of the below chemical feed services are proposed as packaged feed systems. Each feed system includes all pumps and specialty accessories assembled, piped, tested (electrically, mechanically and hydrostatically) and shipped complete as one functional unit.

### FLUORIDE DOSING PUMPS SKID

- Two (2) motor driven diaphragm metering pumps with automatic flow rate adjustment capable of pumping fluoride at a maximum of 5 GPH (300 gpd) and 30 psig.

The system suction assembly will be provided with:

- One (1) T/U ball valve (skid inlet)
- One (1) Y strainer.
- One (1) calibration cylinder with isolation valve
- Two (2) T/U ball valves (drain/bleed for each pump)
- Two (2) T/U ball valves (pump isolations)
- One (1) Lot 1/2" sch 80 PVC pipe and fittings

The system discharge assembly will be provided with:

- Two (2) pressure relief valves (one for each pump - piped to pump suction)
- Two (2) T/U ball valves (drain/bleed for each pump)
- Two (2) T/U ball valves (pump isolations)
- One (1) pulsation dampener with viton bladder and isolation valve
- One (1) 0-200 psig pressure gauge/isolator and isolation valve
- One (1) T/U ball valve (skid outlet)
- One (1) lot 1/2" sch 80 PVC pipe and fittings

The above proposed pumps and parts will be assembled on high density polyethylene skid frame complete with interconnecting piping as shown. Pumps will be arranged as one duty, one spare. The individual components and other fittings will be solvent

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*Pulsafeeder, Inc. is a Unit of IDEX Corporation*



welded. The pumps are fitted with automatic flow rate adjustment via 4-20 mA process signal by way of automatic speed control. Two VFDs will be provided and wired to a NEMA 4x FRP electrical junction box as detailed below. The NEMA 4x junction box will allow for landing signal and power at the skid edge. All wiring within the boundaries of the skid frame will be provided by the manufacturer. The skid system will be configured with one inlet from the chemical storage tank and one outlet to the process with various ball valves for isolation, flush and drains

The electrical junction box will be provided with the following features:

- One (1) Nema 4X FRP Enclosure
- One (1) Single Phase Power Disconnect
- One (1) Power Light
- One (1) Power Distribution Block
- Two (2) MOA Control Switches
- Two (2) Pump Run Lights
- All Required Fuses, Terminals and Relays

*Not included are installation, field painting, tanks, mixers, flowmeters, custom paint / surface preparation, flex connectors, vent tubing, isolation transformers, power supplies, PID controllers, control panels, PLC's, anchor/mounting bolts, junction boxes, instrumentation, ductwork, unistrut, valves, pressure switches, seismic calculations, appurtenances, piping, fittings, field wiring, grouting, conduits, cable, tools, field alignment, supports, restraints, field testing or associated test equipment or any other items not specifically included and named in SECTION I of this proposal.*

## **II. APPLICABLE SPECIFICATIONS**

NO SPECIFICATIONS – this is Pulsafeeder standard skid design.

Any other drawing, plan, section or specification related to this project is neither included nor applicable to this proposal.

## **III. SCHEDULES**

Drawings for approval will be available 2-3 weeks after receipt of an acceptable purchase order. Equipment shall be available for shipment 8 to 10 weeks after the receipt of an acceptable written release for manufacture.

## **IV. PRICING**

To be provided by Pulsafeeder's local Representative: TSC Jacobs.

- All pricing is FCA Roselle, IL with freight charges added to the invoice.
- Pricing does not include any state, sales, use or any other taxes as may be applicable to this project.
- This scope of supply and proposal are subject to Pulsafeeder's Standard Terms and Conditions. All previous proposals for equipment for this project are superseded by this proposal.
- Payment terms are Net 30 days. The cash discount can be taken if 100% of the invoice amount is remitted within 10 days. No funds may be retained should the cash discount be taken.
- Prices quoted are based on our current material costs. Pulsafeeder reserves the right to change the prices during the validity of this quotation if the metal surcharge costs rise appreciably.



- Start-up / training are not included in this proposal but can be performed by a Pulsafeeder service engineer at the rate of \$850 per day plus all traveling and living expenses. A minimum 4-week prior notification is required.
- If we should be favored with a purchase order based on this proposal please remit to Pulsafeeder, Inc., 2883 Brighton Henrietta Town Line Road, Rochester, NY 14623.
- This quotation is valid for 30 days from date of proposal.

---

## V. NOTES

1. None

If there are any questions regarding this proposal, please do not hesitate to contact the undersigned for discussion.

Sincerely,  
*Pulsafeeder, Inc.*



Valerie A. Sutton  
Sr. Application Engineer

**PULSA PRO SERIES**  
STATUS: FOR QUOTE

**SPECIFICATION**  
DATA SHEET



2883 BRIGHTON-HENRIETTA TL RD.  
ROCHESTER, NEW YORK 14623 USA  
585-292-8000 FAX 585-424-5619

|                                                                                                                                                                              |  |                                        |  |                                     |  |                                               |  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|----------------------------------------|--|-------------------------------------|--|-----------------------------------------------|--|
| <b>CUSTOMER</b><br>TSC JACOBS SOUTH                                                                                                                                          |  | <b>END USER</b><br>TSC JACOBS SOUTH    |  | <b>SERIAL NO.</b><br>19AU000148U1N1 |  | <b>DATE</b><br>4/18/2019                      |  |
| MODEL NO: PP680-S-E                                                                                                                                                          |  | QTY: 1                                 |  | REF. ID NO.: SQAU000148_1.1.1       |  | REV: 1 BY: IPASS2                             |  |
| PURCHASE ORDER NO.:                                                                                                                                                          |  |                                        |  | ITEM REFERENCE:                     |  |                                               |  |
| JOB REFERENCE:                                                                                                                                                               |  |                                        |  | PUMP TAG:                           |  |                                               |  |
| ITEM NUMBER: PP680007408                                                                                                                                                     |  | KOPKIT NUMBER: KKP6F-21131-L5TT        |  | DIM DWG. NO.: T-000000680P.PDF      |  | FLOW CURVE NO.: PP680007408~1~PFC~000~PMP.PDF |  |
| <b>JOB CONDITIONS</b>                                                                                                                                                        |  | LIQUID: FLUORIDE                       |  | FLOW MAX: 300.0000 GPD              |  | FLOW MIN: 0.00 GPD                            |  |
| LIQUID TEMPERATURE: 75 F                                                                                                                                                     |  | OPERATING PRESS. (MAX) (1): 30.00 PSIG |  | SPECIFIC GRAVITY: 0                 |  | PERCENT SOLIDS: 0                             |  |
| VAPOR PRESSURE @ TEMP.: 0 PSIA                                                                                                                                               |  | SUCTION PRESSURE (2): PSIG             |  | VISCOSITY @ TEMP: 0 CP              |  | SOLIDS SIZE (MICRON): 0                       |  |
| DUTY CYCLE: CONTINUOUS                                                                                                                                                       |  | ATMOSPHERIC PRESSURE: 14.7 PSIA        |  | NPSH: 5 PSIA                        |  |                                               |  |
| NOTES: (1) MUST BE AT LEAST 5 PSI (0.35 BAR) ABOVE SUCTION PRESSURE, (2) MUST BE AT LEAST 9.5 PSIA (0.66 BAR(A)) AND 5 PSI (0.35 BAR) ABOVE FLUID VAPOR PRESSURE.            |  |                                        |  |                                     |  |                                               |  |
| COMMENTS:                                                                                                                                                                    |  |                                        |  |                                     |  |                                               |  |
| <b>SPECIFICATIONS</b>                                                                                                                                                        |  | BUILD TO API STDS: NO                  |  | HIGH VISCOSITY: NO                  |  | DISH SIZE: 3.25 INCH                          |  |
| RATED CAPACITY: 318.24 GPD                                                                                                                                                   |  | VALVE TYPE: BALL                       |  | GEAR RATIO: 15:1                    |  | PISTON SIZE: 1.125 INCH                       |  |
| RATED PRESSURE: 150 PSIG                                                                                                                                                     |  | SUCTION VALVE QTY: 1                   |  | SUCTION VALVE SIZE: .50 INCH        |  | MECH. DIAPHRAGM SIZE: NA                      |  |
| HYD. BY-PASS VALVE SET: 33 PSIG                                                                                                                                              |  | DISCHARGE VALVE QTY: 1                 |  | DISCHARGE VALVE SIZE: .50 INCH      |  | STROKE LENGTH: .50 INCH                       |  |
| SUCTION CONNECTION: FNPT & FLANGED [ANSI]                                                                                                                                    |  | SUCTION CONNECTION SIZE: .50 INCH      |  | SUCTION FLANGE RATING:              |  | STROKE RATE: 116 SPM                          |  |
| DISCHARGE CONNECTION: FNPT & FLANGED [ANSI]                                                                                                                                  |  | DISCHARGE CONNECTION SIZE: .50 INCH    |  | DISCH. FLANGE RATING:               |  | CE/CE-ATEX: NONE TRCU010: NO                  |  |
| HYD/GEAR OIL: PULSALUBE ULTRA 6HGS                                                                                                                                           |  | GEAR OIL:                              |  | GEARBOX MTL: DUCTILE IRON           |  | TRCU012: NO                                   |  |
| COMMENTS:                                                                                                                                                                    |  |                                        |  |                                     |  |                                               |  |
| <b>MATERIALS</b>                                                                                                                                                             |  | VALVE BALL/DISC: ALUMINA CER.          |  | VALVE GASKETS: PTFE                 |  | VALVE CAP: PVC                                |  |
| VALVE SEAT: PVC                                                                                                                                                              |  | VALVE SEAT TYPE: HARD                  |  | REAGENT HEAD: PVC                   |  | PASSIVATE: FLANGE:                            |  |
| DIAPHRAGM: PTFE                                                                                                                                                              |  | DIAPHRAGM TYPE: FLAT                   |  | DIAPHRAGM GASKET:                   |  | HARDWARE (HEAD/TIEBAR): STEEL                 |  |
| DOUBLE DIAPHRAGM: NO                                                                                                                                                         |  | INTERMEDIATE HEAD:                     |  | INTERMEDIATE DIAPHRAGM:             |  | INTERMEDIATE FLUID:                           |  |
| MATERIALS NOTE: THE END USER, WITH KNOWLEDGE OF PUMPED CHEMICAL, OPERATING AND ENVIROMENTAL CONDITIONS, IS RESPONSIBLE FOR THE FINAL SELECTION OF ALL RELATED MATERIALS.     |  |                                        |  |                                     |  |                                               |  |
| COMMENTS:                                                                                                                                                                    |  |                                        |  |                                     |  |                                               |  |
| <b>LEAK DETECTION</b>                                                                                                                                                        |  | SETUP:                                 |  | OPTION:                             |  | TYPE:                                         |  |
| ENCLOSURE:                                                                                                                                                                   |  | VOLTAGE:                               |  | OPTION:                             |  |                                               |  |
| COMMENTS:                                                                                                                                                                    |  |                                        |  |                                     |  |                                               |  |
| <b>FEATURES</b>                                                                                                                                                              |  | DEGAS VALVE:                           |  | HYPO SYSTEM VOLTAGE:                |  |                                               |  |
| SPLASH GUARDS: NO                                                                                                                                                            |  | PUMP BASE MATERIAL: STEEL              |  | SPECIAL OPTIONS:                    |  |                                               |  |
| <b>CONTROLS</b>                                                                                                                                                              |  | TYPE: MANUAL STROKE LENGTH CONTROL     |  | DEVICE: STROKE LENGTH CONTROLLER    |  | ITEM NUMBER:                                  |  |
| VOLTAGE:                                                                                                                                                                     |  | INPUT SIGNAL:                          |  | OUTPUT SIGNAL:                      |  | ENCLOSURE:                                    |  |
| ENGINEERING NO.:                                                                                                                                                             |  | WIRING NO.:                            |  | EUROPEAN RATING:                    |  | REMOTE CABLE:                                 |  |
| OP STATION:                                                                                                                                                                  |  | METER READ OUT:                        |  | OP STATION ENCLOSURE:               |  | OP PUMP MOUNT:                                |  |
| OP STATION-PART NO.:                                                                                                                                                         |  | OP STATION INST DWG. NO.:              |  | OP STATION WIRING NO.:              |  |                                               |  |
| PNEUMATIC SERVICE TYPE:                                                                                                                                                      |  | RATIO CTL:                             |  | TRANSDUCER:                         |  | REMOTE LOAD STN:                              |  |
|                                                                                                                                                                              |  |                                        |  | AUTO/MAN:                           |  | FILTER REG.:                                  |  |
| COMMENTS:                                                                                                                                                                    |  |                                        |  |                                     |  |                                               |  |
| <b>DRIVE</b>                                                                                                                                                                 |  | CURRENT:                               |  | VOLTAGE:                            |  | DRIVE ENCL:                                   |  |
| INPUT SIGNAL:                                                                                                                                                                |  | OUTPUT SIGNAL:                         |  | WIRING DIAGRAM:                     |  |                                               |  |
| <b>MOTOR</b>                                                                                                                                                                 |  | MOTOR INFO: SPECIAL MOTOR              |  |                                     |  |                                               |  |
| POWER: 0.5 HP                                                                                                                                                                |  | VOLTAGE: 230                           |  | HZ: 60                              |  | PHASE: 3                                      |  |
| MANUFACTURER: [FACTORY CHOICE]                                                                                                                                               |  | MOTOR NO.: NP500639-000                |  | ENCLOSURE: TOTALLY ENCLOSED         |  | MOTOR TYPE:                                   |  |
| DESCRIPTION: 1/2,230,1750,56C,TE,60                                                                                                                                          |  |                                        |  |                                     |  |                                               |  |
| MOTOR NOTE: SPEED IS NOMINAL FULL LOAD. ACTUAL NAMEPLATE SPEED MAY VARY BY +/- 3% DEPENDING ON MOTOR MANUFACTURER. CONSULT MOTOR SPECIFICATION FOR ACTUAL NAMEPLATE RATINGS. |  |                                        |  |                                     |  |                                               |  |
| COMMENTS:                                                                                                                                                                    |  |                                        |  |                                     |  |                                               |  |
| <b>PAINT</b>                                                                                                                                                                 |  | MFG & BRAND: DEVOE DEVTRAN 224V        |  | TOP COAT: TWO-PART EPOXY            |  | TOP COAT COLOR: GREEN                         |  |
| INTERMEDIATE COAT:                                                                                                                                                           |  | PRIMER COLOR:                          |  | PAINT WET END: NO                   |  | SAND BLAST: DFT CERT.:                        |  |
| COMMENTS:                                                                                                                                                                    |  |                                        |  |                                     |  |                                               |  |
| <b>TEST</b>                                                                                                                                                                  |  | STANDARD TEST: PERFORMANCE (1-PT): YES |  | CALIBRATION (3-PT): NO              |  | HYDROSTATIC (15MIN): NO                       |  |
| API 675 TESTING                                                                                                                                                              |  | PERFORMANCE [STROKE] (3-PT):           |  | REPEATABILITY (+2-PT):              |  | HYDROSTATIC (30MIN):                          |  |
| (BY WITNESSES)                                                                                                                                                               |  | PERFORMANCE [SPEED] (3-PT):            |  | HIGH DISCHARGE PRESSURE:            |  | MECHANICAL RUN:                               |  |
|                                                                                                                                                                              |  | POSITIVE MTL. ID (PMI): NO             |  | RADIOGRAPHIC-PROCESS SIDE:          |  | RADIOGRAPHIC-DRIVE SIDE:                      |  |
|                                                                                                                                                                              |  |                                        |  |                                     |  | LIQUID PENETRANT:                             |  |
| COMMENTS:                                                                                                                                                                    |  |                                        |  |                                     |  |                                               |  |
| <b>DOCUMENTATION</b>                                                                                                                                                         |  | API 675 CERTIFICATE: NO                |  | TEST REPORT: YES                    |  | MILL (MTL) CERTIFICATE: NO                    |  |
| PUMP DIM DRAWING: NO                                                                                                                                                         |  | MOTOR DIM DRAWING: NO                  |  | FLOW CURVE: NO                      |  | PMI TEST CERTIFICATE: NO                      |  |
| PARTS LIST: NO                                                                                                                                                               |  | MOTOR WIRING DIA.: NO                  |  | CALIBRATION CURVE: NO               |  | CERTIFICATE OF ORIGIN: NO                     |  |
| KOPKIT INFORMATION: NO                                                                                                                                                       |  | CONTROL WIRING DIA.: NO                |  | HYDRO TEST REPORT: NO               |  | ACCESSORY DIM DRAWING: NO                     |  |
|                                                                                                                                                                              |  |                                        |  |                                     |  | ACCESSORY CUT SHEETS: NO                      |  |
|                                                                                                                                                                              |  |                                        |  |                                     |  | WEB LINKS: NO                                 |  |
| <b>OTHER</b>                                                                                                                                                                 |  | EXPORT CONTROL CLASS: EAR99            |  | EXP. LICENSE CANDIDATE:             |  | 6-MONTH STORAGE:                              |  |
|                                                                                                                                                                              |  |                                        |  |                                     |  | PACKING: STANDARD                             |  |
|                                                                                                                                                                              |  |                                        |  |                                     |  | OIL: 1/0 KK: 1                                |  |
|                                                                                                                                                                              |  |                                        |  |                                     |  | ACC: NO TYP: C                                |  |

SA29987C-QCAF-433F-B592-86C3B17677D

19AU000148U1N1



\*19AU000148U1N1\*



# PulsaPro® 680

## HYDRAULIC DIAPHRAGM METERING PUMP

PulsaPro® 680 is a positive displacement, leak-free, hydraulically balanced diaphragm metering pump, engineered for precise dosing and long-term dependability, delivering superior value. It offers a diverse range of fluid handling solutions with unique pump head designs consisting of HYDRAtube®, HYDRAcone®, or flat diaphragm types, each available in a variety of wet-end materials. PP680 features immediate visual intelligence about pump and system performance. It complies with the API 675 standard for use in oil & gas, petrochemical, chemical processing, power generation, and water & wastewater treatment industries.



### Applications

- corrosion inhibitors
- anti-scalants
- slurries
- Sodium Hypochlorite
- disinfection
- pH and odor control



### Flow

up to 38.2 gph (144.6 lph)



### Pressure

up to 3,100 psi (213.7 bar)



### Temperature

up to 300°F (148°C)



API 675, CE, ATEX



### Standard materials of construction

- Wet end: 316LSS, GF-PTFE, PVC
- Diaphragm: PTFE
- Valve ball: 316LSS, Alumina Ceramic
- Valve seat: 316LSS, PVC, GF-PTFE
- Valve gaskets: PTFE
- Pump body: Cast Iron

### Connection types

- NPT
- Raised-face flange

### Controls

- Manual stroke length control
- Electronic stroke length control

### Leak detection

- PULSAlarm®
  - Pressure based
  - IP66, NEMA Type 4X, NEMA TYPE 7

### Multiplex configurations

- up to 17 pumps

### HYDRAtube & HYDRAcone design

- The solution for shear sensitive and high viscosity fluids
- Straight flow-through path
- Optional slurry valves
- Elastomeric HYDRAtube & HYDRAcone
- Robust Ductile Iron housing - HYDRAtube only
- Double diaphragm safety - HYDRAtube only
- ChemAlarm® leak detection - HYDRAtube only

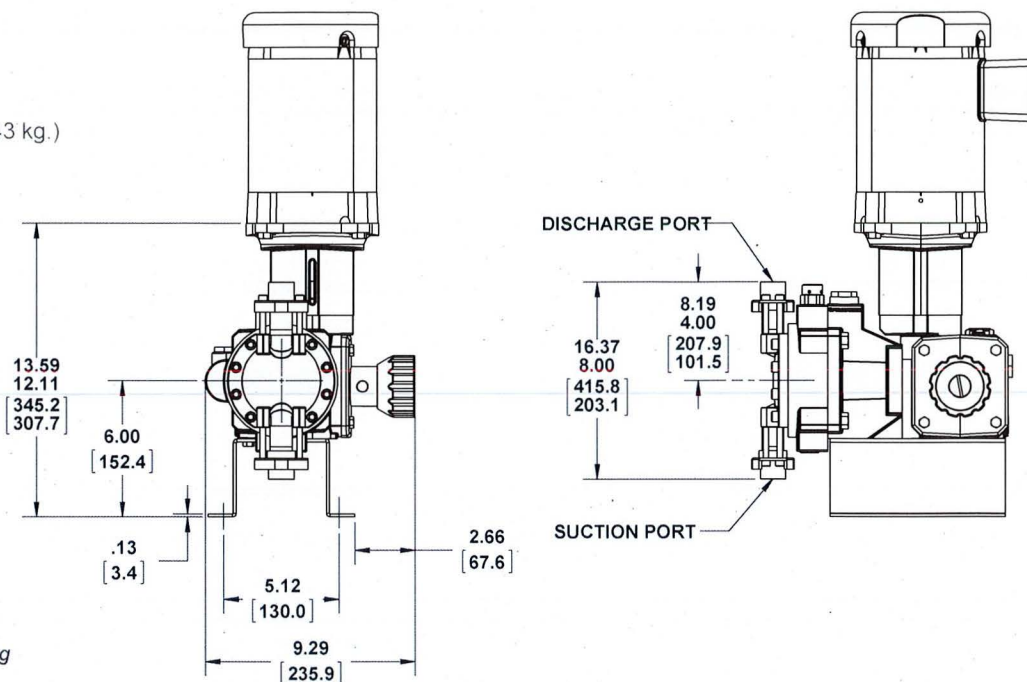
 **PULSAFEEDER®**  
ENGINEERED PRODUCTS

## DIMENSIONS

Approximate shipping weight: 95 lb. (43 kg.)

Inches  
[Millimeters]

The dimensions given may differ depending on pump configuration.



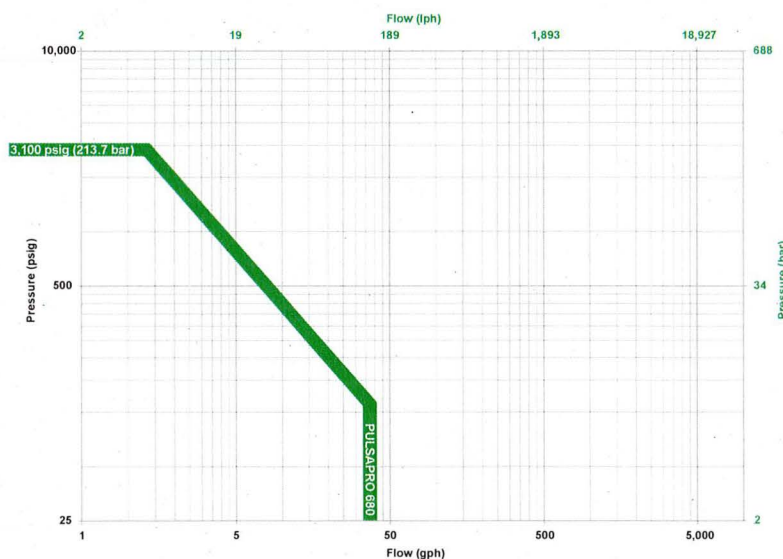
## FEATURES & BENEFITS

- Unique 3 valve hydraulic management system makes the PulsaPro pump resilient to system upset
- **Hydraulic performance valve** maintains optimum diaphragm position and allows low suction NPIP of 5 psi (0.345 bar)
- **Push-to-prime valve** allows quick manual priming of the hydraulic system in addition to automatic air bleeding
- Externally adjustable **hydraulic by-pass valve** protects against over-pressurization
- Four bolt tie bar design provides ultimate resistance to piping moments and forces
- Three component check valves for controlled fluid displacement, assuring reliable hydraulic operation
- Manual stroke length adjustment with resolution of 0.5% for set point accuracy

## SPECIFICATIONS

|                       |                                       |                  |                   |
|-----------------------|---------------------------------------|------------------|-------------------|
| <b>Materials</b>      | 316LSS, PVC, GF-PTFE                  | <b>Max temp</b>  | 300°F (148°C)     |
| <b>Diaphragm type</b> | Flat, Tube, Cone                      | <b>Min temp</b>  | 40°F (4.4°C)      |
| <b>Motor power</b>    | up to 0.33 hp (0.25 kW)               | <b>Accuracy</b>  | ±0.5%             |
| <b>Motor frame</b>    | NEMA 56C, 143/5TC<br>IEC 71B14, 80B14 | <b>Standards</b> | API 675, CE, ATEX |

## FLOW & PRESSURE ENVELOPE



## CUSTOM ENGINEERING

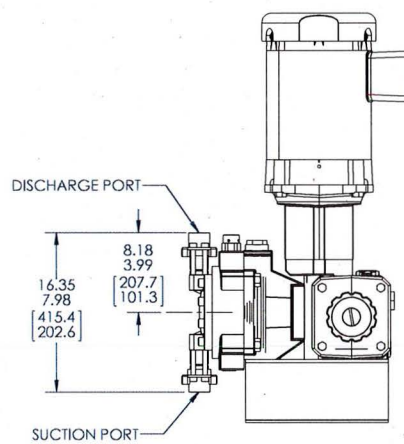
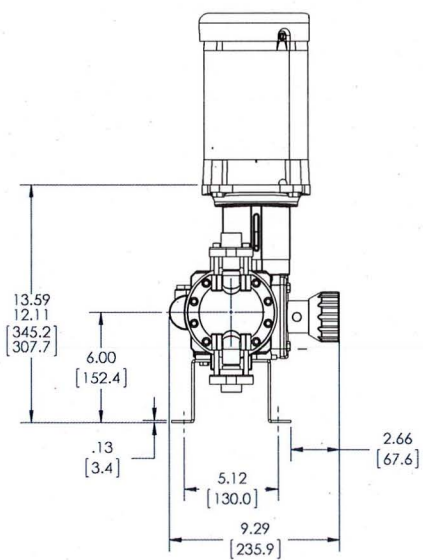
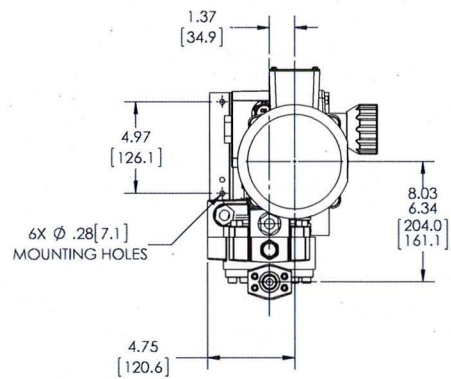
- Compatible materials: Alloy C, Alloy 20, Monel®, DuplexSS, Titanium, PVDF
- Minimum temperature to -10°F (-23°C)
- Manual Degass Valve
- Chemical feed systems
- Application consulting

Pulsafeeder, Inc.  
2883 Brighton Henrietta Town Line Rd.  
Rochester, NY 14623  
Phone: +1 (585) 292-8000  
pulsa@idexcorp.com • pulsa.com

Pulsafeeder is an ISO 9001:2008 certified company.

pulsa680spec\_Rev0418

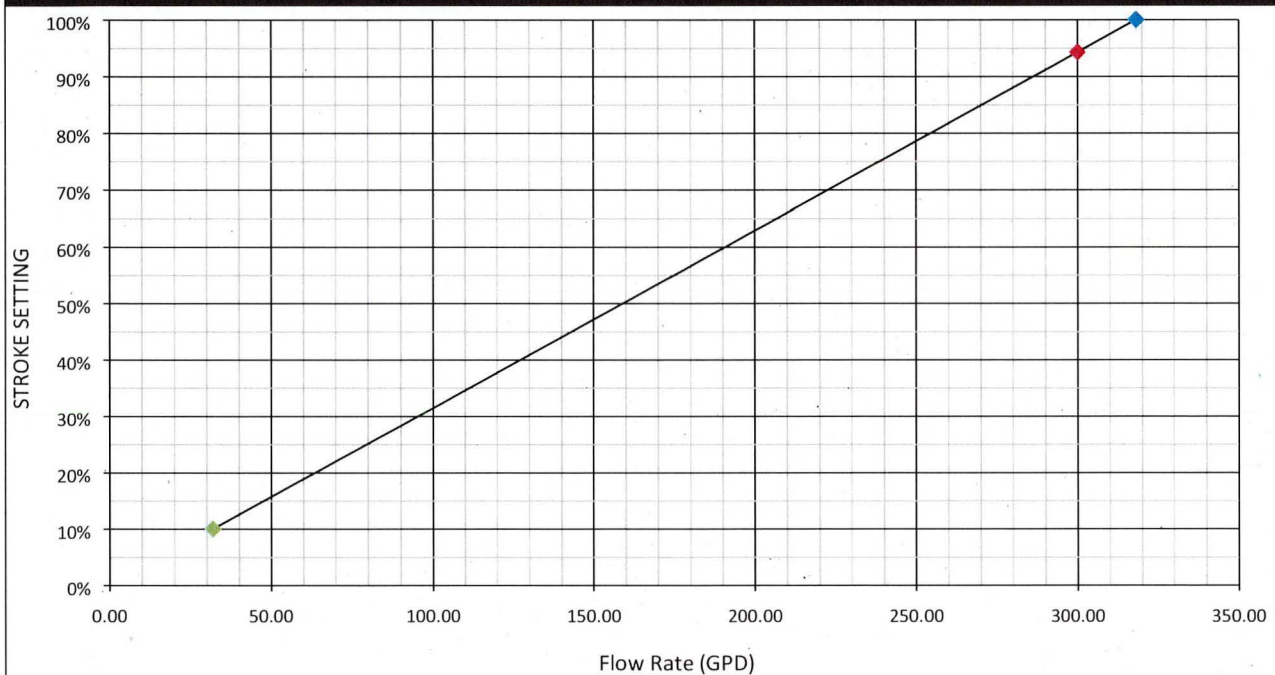


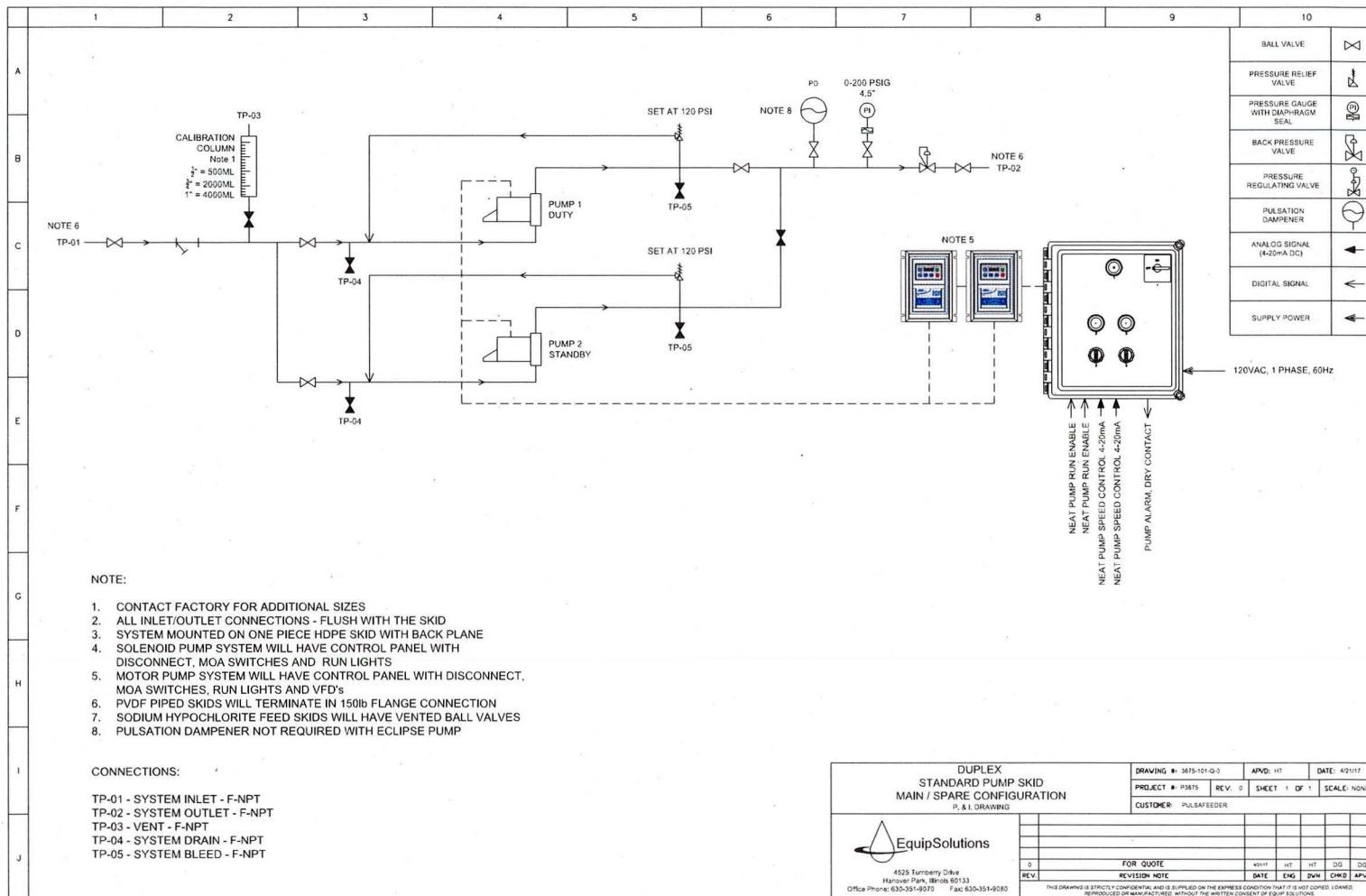




### THEORETICAL PUMP PERFORMANCE CURVE

| PUMP DATA                     |                   | ORDER DATA     |                  |
|-------------------------------|-------------------|----------------|------------------|
| MODEL NUMBER:                 | PP680-S-E         | CUSTOMER:      | TSC JACOBS SOUTH |
| PISTON DIAMETER:              | 1.125 INCH        | CUSTOMER PO:   |                  |
| STROKING RATE:                | 116 SPM           | CUSTOMER ITEM: |                  |
| RATED PRESSURE:               | 150 PSIG          | PART NUMBER:   | PP680007408      |
| MAXIMUM RATED FLOW (◆):       | 318.24 GPD (100%) | SERIAL NUMBER: |                  |
| MINIMUM RATED FLOW (◆):       | 31.8 GPD (10%)    | DATED:         | 4/18/2019        |
| EXPECTED OPERATING POINT (◆): | 300.0 GPD (94.3%) | TAGGING:       |                  |









## Standard Duplex Duty Standby Configuration - ~~7120 316 SS~~

This 3D rendering is for showing overall arrangement and size. The pumps are slightly smaller and the piping and other wetted components will be PVC for correct material selection for fluoride



Standard HDPE One Piece Skid 48"W x 30"D x 60"H with Drip Lip





**Purchasing and Contract Administration Division  
Sole Source Justification Form**

*This form shall be completed and approved prior to all sole source purchases of \$5,000.00 and above.*

**Sole Source Definition** - Commodities or contractual services available only from a sole source may be exempt from the quote or competitive process under the following circumstances:

- a. There is only one source or one reasonable source for the required commodity, service, or construction, or;
- b. The parts or accessories are an integral repair accessory compatible with existing equipment and are the only parts that can be reasonably used, or;
- c. The procurement is needed to ensure consistency in results as related to other products or standardization of parts or supplies as required to avoid unreasonable cost or inefficiency.

| Section A – Purchase Details                                                                                                   |                                                                                                                                                                                                                                   |
|--------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Requestor</b>                                                                                                               |                                                                                                                                                                                                                                   |
| Department                                                                                                                     | Department of Environmental Services                                                                                                                                                                                              |
| Division                                                                                                                       | Water Treatment Plant                                                                                                                                                                                                             |
| Point of Contact                                                                                                               | Joshua Niemann                                                                                                                                                                                                                    |
| Phone Number                                                                                                                   | 954-480-4369                                                                                                                                                                                                                      |
| <b>Vendor</b>                                                                                                                  |                                                                                                                                                                                                                                   |
| Company Name                                                                                                                   | TCS Jacobs                                                                                                                                                                                                                        |
| Address                                                                                                                        | 11021 Countryway Blvd. Tampa, FL 33626                                                                                                                                                                                            |
| Phone Number                                                                                                                   | (813)888-5556                                                                                                                                                                                                                     |
| Point of Contact and Title                                                                                                     | Austin Moore- Salesperson                                                                                                                                                                                                         |
| What other vendors were contacted? (List company name, contact, and phone number and explain why they were not suitable)       | N/A-Sole Sources Item, This is equipment is approved for reimbursement through Fluoride grant COHU2 and must be identical to what was approved on the cost estimation for of said grant. No other pumps or skid can be purchased. |
| <b>Product or Service</b>                                                                                                      |                                                                                                                                                                                                                                   |
| Product/Service Name                                                                                                           | (1)Fluoride feed skid and (2) Hydraulic metering pumps                                                                                                                                                                            |
| Manufacturer                                                                                                                   | Pulsafeeder                                                                                                                                                                                                                       |
| Make/Model #                                                                                                                   | PulsaPro 680/Duplex Duty Standby Configuration                                                                                                                                                                                    |
| Price                                                                                                                          | \$32,235.00                                                                                                                                                                                                                       |
| Did you negotiate the terms or prices with the vendor? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No     |                                                                                                                                                                                                                                   |
| Why is this price considered to be fair and reasonable? Standard price for (2) pumps and pumps skid of different manufacturer. |                                                                                                                                                                                                                                   |



**Purchasing and Contract Administration Division  
Sole Source Justification Form**

Will this purchase obligate the City to a particular vendor in the future? (Either in terms of maintenance, services, or re-purchase for compatibility reasons) ☒ Yes ☐ No

**Section B – Justification**

**This is a sole source because (choose any that apply):**

- ☒ Sole provider of a licensed or patented good or service
- ☒ Sole provider of items compatible with existing equipment, inventory, systems, programs, or services.
- ☐ Sole provider of goods and services for which the city has established a standard. (new standards require the competitive solicitation process)
- ☐ Sole provider of factory-authorized warranty service
- ☐ Sole provider of goods or services that will meet the specialized needs of the City or perform the intended function (please detail below or reference an attachment).
- ☐ The vendor/distributor is the owner of used equipment that would represent a best-value purchase for the City and is advantageous to the City. (Please provide information on current market prices, availability, etc.)

What necessary features does this vendor provide which are not available from other vendors? Please be specific. Per the State of Florida Fluoride, grant #COHU2 and the approved cost estimate from May 16<sup>th</sup>, 2019, which states that the approved equipment must be purchased to be eligible for reimbursement. As such the Pulsafeeder pumps and pump skid is the approved equipment for said contract

**Attach documentation to substantiate this sole source claim including but not limited to: vendor quotes, product manuals, sole source letters, and patents or copyrights.**

**Section C – Routing, Certification and Approval**

My department's recommendation for a sole source purchase is based upon an objective review of the product/service required and appears to be in the best interest of the City. I know of no conflict of interest on my part nor do I have any personal involvement in any way with this request. No gratuities, favors or compromising action have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials, or firms been a deciding influence on my request to sole source this purchase when there are other known suppliers that exist.

**1. Requestor**

John Niemann      12/12/2019  
Signature                      Date

**2. Department Director**

[Signature]      12-13-19  
Signature                      Date

**3. Purchasing Manager**

Based on the information provided in Sections A and B and the attached supporting documents, I recommend ☒ I do not recommend ☐ this being certified as a sole source.

Required ☐ not required ☐ to be advertised for a period of 7 business days before award.

[Signature]      2/12/2020  
Signature                      Date



Deerfield Beach

Florida

**Purchasing and Contract Administration Division  
Sole Source Justification Form**

**4. City Manager**

I hereby certify that this purchase is a Sole Source.

Signature

2/12/20  
Date





Pulsafeeder, Inc.  
2883 Brighton Henrietta TL Rd.  
Rochester, NY 14623  
Phone: +1 (585) 292-8000  
[pulsa.com](http://pulsa.com)

March 5, 2019

To Whom It May Concern:

This letter is to advise that TSC Jacobs is the only authorized Municipal representative for Pulsafeeder's hydraulic and mechanically actuated diaphragm metering pumps and the Eclipse product line and accessories in the state of Florida for Pulsafeeder Inc. of Rochester, New York.

Accordingly, all PulsaSeries, Pulsar pumps, Eclipse parts and chemical feed systems with the before mentioned products, and services are available through TSC Jacobs. If you have questions, please do not hesitate to contact me.

Best Regards,

Gary Dewolf  
Director of NA Distribution Sales  
Pulsafeeder, Inc.  
A Unit of IDEX Corp.  
Office: 585-292-8029  
Cell: 585-615-4603  
Fax: 585-424-5619

**SPEC PULSAFEEDER. GET MORE THAN YOU EXPECT.**

*Pulsafeeder, Inc. is a Unit of IDEX Corporation*



# City of Deerfield Beach

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

## Face Sheet

File Number: I.D. 2020-316

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**Agenda Date:** 3/17/2020

**Status:** CONSENT - AGREEMENTS &  
EXPENDITURE REQUESTS

**In Control:** City Commission

### Title

**Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a grant agreement with the State Division of Emergency Management for the City's receipt of Flood Mitigation Assistance Grant Program Funds in the amount of \$90,000; authorizing execution of the Grant Agreement; and providing for an effective date.**

### Recommended Action

Commission to vote on Resolution

### Voting Requirement

Adoption requires a 3/5 vote of the City Commission

### Background/History

In June 2019, the City of Deerfield Beach submitted an application for the Flood Mitigation Assistance Grant Program ("FMA"), funded by the Federal Emergency Management Agency ("FEMA") and administered through a partnership with the Florida Division of Emergency Management (the "Division"). The program provides resources to assist community efforts to reduce or eliminate the risk of repetitive flood damage to buildings and structures insurable under the National Flood Insurance Program ("NFIP").

Funding from the FMA program will support the City's efforts to identify stormwater and flood risk mitigation projects in the City (the "Project"), which is estimated to cost \$120,000. The scope of work involves assessing the risk in one corridor within each of the City's four districts, to obtain necessary data to prioritize strategies, analyze alternative projects, determine feasibility, and develop preliminary project designs.

### Current Activity

The City recently received a notice of award from the Division, in the amount of \$90,000 (the "Grant") for the Project. The Grant requires 25% (\$30,000) matching funds. The Grant agreement commences upon execution by both parties and ends on April 1, 2022. Funding allocation will be established in the FY 2021 budget.

### Recommendation

It is recommended that the City Commission approve a resolution authorizing the City Manager to accept the grant award, and execute any documents required to accept the funds between the Florida Division of Emergency Management and the City of Deerfield Beach.



**RESOLUTION NO. 2020/**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING A GRANT AGREEMENT WITH THE STATE DIVISION OF EMERGENCY MANAGEMENT FOR THE CITY'S RECEIPT OF FLOOD MITIGATION ASSISTANCE GRANT PROGRAM FUNDS IN THE AMOUNT OF \$90,000; AUTHORIZING EXECUTION OF THE GRANT AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, in June 2019, the City of Deerfield Beach (the "City") applied for the Flood Mitigation Assistance ("FMA") Grant Program, a grant funded by the Federal Emergency Management Agency ("FEMA") and administered through a partnership with the Florida Division of Emergency Management (the "Division"); and

**WHEREAS**, the FMA Program provides resources to assist community efforts to reduce or eliminate the risk of repetitive flood damage to buildings and structures insurable under the National Flood Insurance Program; and

**WHEREAS**, the City was awarded \$90,000 under the FMA Grant Program (the "Grant"); and

**WHEREAS**, the City intends to use the Grant to support the City's efforts in assessing the risks in the City and identifying stormwater and flood risk mitigation projects in the City (the "Project"), which is estimated to cost a total of \$120,000; and

**WHEREAS**, the Grant requires 25% matching funds (\$30,000); and

**WHEREAS**, in order to receive the Grant, the City is required to execute the Grant Agreement with the Division, attached as Exhibit "A" (the "Grant Agreement"), and provide matching funds in the amount of \$30,000.

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

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

**Section 2.** The Grant Agreement with the Division, in substantially the form attached and incorporated herein as Exhibit "A", is hereby approved.

**Section 3.** The Mayor and City Manager are authorized to execute the Grant Agreement, attached as Exhibit "A", together with such non-substantial changes as are acceptable to the City Manager and approved by the City Attorney.



**Section 4.** The City commits to the expenditure of \$30,000 in matching funds for the Project.

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

PASSED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2020.

\_\_\_\_\_  
BILL GANZ, MAYOR

ATTEST:

\_\_\_\_\_  
SAMANTHA GILLYARD, CMC, CITY CLERK

Agreement Number: B0057

Project Number: FMA-PL-04-FL-2018-018

### FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.92 states that a “subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.”

As defined by 2 C.F.R. §200.74, “pass-through entity” means “a non-Federal entity that provides a subaward to a Sub-Recipient to carry out part of a Federal program.”

As defined by 2 C.F.R. §200.93, “Sub-Recipient” means “a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program.”

As defined by 2 C.F.R. §200.38, “Federal award” means “Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity.”

As defined by 2 C.F.R. §200.92, “subaward” means “an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity.”

The following information is provided pursuant to 2 C.F.R. §200.331(a)(1):

|                                                                                                                    |                                       |
|--------------------------------------------------------------------------------------------------------------------|---------------------------------------|
| Sub-Recipient's name:                                                                                              | City of Deerfield Beach               |
| Sub-Recipient's unique entity identifier:                                                                          | 59-6000305                            |
| Federal Award Identification Number (FAIN):                                                                        | EMA-2019-FM-E001                      |
| Federal Award Date:                                                                                                | August 26, 2019                       |
| Subaward Period of Performance Start and End Date:                                                                 | Upon Execution thru 4/1/22            |
| Amount of Federal Funds Obligated by this Agreement:                                                               | \$90,000.00                           |
| Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement: | \$90,000.00                           |
| Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity                        | \$90,000.00                           |
| Federal award project description (see FFATA):                                                                     | Mitigation Planning Project           |
| Name of Federal awarding agency:                                                                                   | FEMA                                  |
| Name of pass-through entity:                                                                                       | FI Division of Emergency Management   |
| Contact information for the pass-through entity:                                                                   | Susan Harris-Council, Project Manager |
| Catalog of Federal Domestic Assistance (CFDA) Number and Name:                                                     | 97.029                                |
| Whether the award is R&D:                                                                                          | N/A                                   |
| Indirect cost rate for the Federal award:                                                                          | N/A                                   |

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and the City of Deerfield Beach, (hereinafter referred to as the "Sub-Recipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Sub-Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Sub-Recipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302 provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance", applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. The Sub-Recipient's performance under this Agreement is subject to 2 C.F.R. Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

b. As required by Section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment B. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. As part of his/her duties, the Grant Manager for the Division shall:

- i. Monitor and document Sub-Recipient performance; and,
- ii. Review and document all deliverables for which the Sub-Recipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Susan Harris-Council, Project Manager  
Florida Division of Emergency Management  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399  
Telephone: 850-815-4532  
Email: [Susan.Harris-Council@em.myflorida.com](mailto:Susan.Harris-Council@em.myflorida.com)

c. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

Mr. David Santucci, City Manager  
150 NE 2<sup>nd</sup> Avenue  
Deerfield Beach, FL 33441  
Telephone: 954-480-4261  
Email: [DSantucci@deerfield-beach.co](mailto:DSantucci@deerfield-beach.co)

d. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.



(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK

The Sub-Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(8) PERIOD OF AGREEMENT

This Agreement shall begin upon execution by both parties and shall end on April 1, 2022, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of "period of performance" contained in 2 C.F.R. §200.77, the term "period of agreement" refers to the time during which the Sub-Recipient "may incur new obligations to carry out the work authorized under" this Agreement. In accordance with 2 C.F.R. §200.309, the Sub-Recipient may receive reimbursement under this Agreement only for "allowable costs incurred during the period of performance." In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

(9) FUNDING

- a. This is a cost-reimbursement Agreement, subject to the availability of funds.
- b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either Chapter 216, Florida Statutes, or the Florida Constitution.
- c. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A of this Agreement ("Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is **\$ 90,000.00.**
- d. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any

false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).”

e. The Division will review any request for reimbursement by comparing the documentation provided by the Sub-Recipient against a performance measure, outlined in Attachment A, that clearly delineates:

- i. The required minimum acceptable level of service to be performed; and,
- ii. The criteria for evaluating the successful completion of each deliverable.

f. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a “performance goal”, which is defined in 2 C.F.R. §200.76 as “a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared.” It also remains consistent with the requirement, contained in 2 C.F.R. §200.301, that the Division and the Sub-Recipient “relate financial data to performance accomplishments of the Federal award.”

g. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 (“Compensation—personal services”) and 2 C.F.R. §200.431 (“Compensation—fringe benefits”). If the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (see 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as “allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages.” Fringe benefits are allowable under this Agreement as long as the benefits are reasonable and are required by law, Sub-Recipient-employee agreement, or an established policy of the Sub-Recipient. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

- i. They are provided under established written leave policies;
- ii. The costs are equitably allocated to all related activities, including Federal

awards; and,

iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

h. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b),

Florida Statutes (\$6 for breakfast, \$11 for lunch, and \$19 for dinner), then the Sub-Recipient must provide documentation that:

- i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,
- ii. Participation of the individual in the travel is necessary to the Federal award.
- i. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.
- j. As defined by 2 C.F.R. §200.53, the term "improper payment" means or includes:
  - i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,
  - ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

#### (10) RECORDS

- a. As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.
- b. As required by 2 C.F.R. §200.331(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.
- c. As required by Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.333, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five (5) years from the date of

submission of the final expenditure report. The following are the only exceptions to the five (5) year requirement:

i. If any litigation, claim, or audit is started before the expiration of the 5-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the Division or the Sub-Recipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.

iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 5-year retention requirement is not applicable to the Sub-Recipient.

v. Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

d. In accordance with 2 C.F.R. §200.334, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

e. In accordance with 2 C.F.R. §200.335, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

g. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three,



basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Florida Statutes.

h. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

i. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

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

**RECORDS AT: (850) 815-4156, [Records@em.myflorida.com](mailto:Records@em.myflorida.com), or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.**

**(11) AUDITS**

- a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.
- b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.49, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."
- c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.50, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."
- d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the Division has notified the Sub-Recipient of such non-compliance.
- e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient's fiscal year.
- f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingle\_Audit@em.myflorida.com

OR

Office of the Inspector General  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100

- g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

<http://harvester.census.gov/fac/collect/ddeindex.html>

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle\_Audit@em.myflorida.com

OR

Office of the Inspector General  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100

(12) REPORTS

a. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

b. Quarterly reports are due to the Division no later than 15 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

c. The close-out report is due 60 days after termination of this Agreement or 60 days after completion of the activities contained in this Agreement, whichever first occurs.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

e. The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

f. The Sub-Recipient shall provide additional reports and information identified in Attachment F.

(13) MONITORING

a. The Sub-Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement, and reported in the quarterly report.

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the

Division. In the event that the Division determines that a limited scope audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

(14) LIABILITY

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement and, as authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(15) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (16); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

a. Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

b. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty days from the date written notice is sent by the Division;

c. Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or,



d. The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

#### (16) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty calendar days written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty days, exercise any one or more of the following remedies, either concurrently or consecutively:

a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;

b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;

c. Withhold or suspend payment of all or any part of a request for payment;

d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

e. Exercise any corrective or remedial actions, to include but not be limited to:

i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

#### (17) TERMINATION

a. The Division may terminate this Agreement for cause after thirty days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Statutes, as amended.

b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty calendar day's prior written notice.

c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

d. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

#### (18) PROCUREMENT

a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards").

b. As required by 2 C.F.R. §200.318(i), the Sub-Recipient shall "maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price."

c. As required by 2 C.F.R. §200.318(b), the Sub-Recipient shall "maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders." In order to demonstrate compliance with this requirement, the Sub-Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

d. Except for procurements by micro-purchases pursuant to 2 C.F.R. §200.320(a) or procurements by small purchase procedures pursuant to 2 C.F.R. §200.320(b), if the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall forward to the Division a copy of any solicitation (whether competitive or non-competitive) at least fifteen (15) days prior to the publication or communication of the solicitation. The Division shall review the solicitation and provide comments, if any, to the Sub-Recipient within three (3) business days. Consistent with 2 C.F.R. §200.324, the Division will review the solicitation for compliance with the procurement standards outlined in 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. §200.318(k), the Division will not substitute its judgment for that of the Sub-Recipient. While the Sub-Recipient does not need the approval of the Division in order to publish a

competitive solicitation, this review may allow the Division to identify deficiencies in the vendor requirements or in the commodity or service specifications. The Division's review and comments shall not constitute an approval of the solicitation. Regardless of the Division's review, the Sub-Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Sub-Recipient as quickly as possible within the three (3) business day window outlined above. If the Sub-Recipient publishes a competitive solicitation after receiving comments from the Division that the solicitation is deficient, then the Division may:

- i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; and,
- ii. Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.

e. Except for procurements by micro-purchases pursuant to 2 C.F.R. §200.320(a) or procurements by small purchase procedures pursuant to 2 C.F.R. §200.320(b), if the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall forward to the Division a copy of any contemplated contract prior to contract execution. The Division shall review the unexecuted contract and provide comments, if any, to the Sub-Recipient within three (3) business days. Consistent with 2 C.F.R. §200.324, the Division will review the unexecuted contract for compliance with the procurement standards outlined in 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. §200.318(k), the Division will not substitute its judgment for that of the Sub-Recipient. While the Sub-Recipient does not need the approval of the Division in order to execute a subcontract, this review may allow the Division to identify deficiencies in the terms and conditions of the subcontract as well as deficiencies in the procurement process that led to the subcontract. The Division's review and comments shall not constitute an approval of the subcontract. Regardless of the Division's review, the Sub-Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Sub-Recipient as quickly as possible within the three (3) business day window outlined above. If the Sub-Recipient executes a subcontract after receiving a communication from the Division that the subcontract is non-compliant, then the Division may:

- i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; and,
- ii. Refuse to reimburse the Sub-Recipient for any costs associated with that subcontract.

f. The Sub-Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless

against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

g. As required by 2 C.F.R. §200.318(c)(1), the Sub-Recipient shall “maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.”

h. As required by 2 C.F.R. §200.319(a), the Sub-Recipient shall conduct any procurement under this agreement “in a manner providing full and open competition.” Accordingly, the Sub-Recipient shall not:

- i. Place unreasonable requirements on firms in order for them to qualify to do business;
- ii. Require unnecessary experience or excessive bonding;
- iii. Use noncompetitive pricing practices between firms or between affiliated companies;
- iv. Execute noncompetitive contracts to consultants that are on retainer contracts;
- v. Authorize, condone, or ignore organizational conflicts of interest;
- vi. Specify only a brand name product without allowing vendors to offer an equivalent;
- vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;
- viii. Engage in any arbitrary action during the procurement process; or,
- ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

i. “[E]xcept in those cases where applicable Federal statutes expressly mandate or encourage” otherwise, the Sub-Recipient, as required by 2 C.F.R. §200.319(b), shall not use a geographic preference when procuring commodities or services under this Agreement.

j. The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(c) as well as section 287.057(1)(a), Florida Statutes.

k. The Sub-Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. §200.320(d) as well as section 287.057(1)(b), Florida Statutes.

l. For each subcontract, the Sub-Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in Section 288.703, Florida Statutes. Additionally, the Sub-Recipient shall comply with the requirements of 2 C.F.R. §200.321



("Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms").

(19) ATTACHMENTS

- a. All attachments to this Agreement are incorporated as if set out fully.
- b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.
- c. This Agreement has the following attachments:
  - i. Exhibit 1 - Funding Sources
  - ii. Attachment A – Budget and Scope of Work
  - iii. Attachment B – Program Statutes and Regulations
  - iv. Attachment C – Statement of Assurances
  - v. Attachment D – Request for Advance or Reimbursement
  - vi. Attachment E – Justification of Advance Payment
  - vii. Attachment F – Quarterly Report Form
  - viii. Attachment G – Warranties and Representations
  - ix. Attachment H – Certification Regarding Debarment
  - x. Attachment I – Federal Funding Accountability and Transparency Act
  - xi. Attachment J – Mandatory Contract Provisions

(20) PAYMENTS

- a. Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.
- b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph (12) of this Agreement.
- c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of the Division

to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty days of receiving notice from the Division.

(21) REPAYMENTS

a. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management

Cashier

2555 Shumard Oak Boulevard

Tallahassee FL 32399-2100

b. In accordance with Section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Sub-Recipient shall pay the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(22) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. The Sub-Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or

consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Sub-Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;

ii. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under 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;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (22) f. ii. of this certification; and,

iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

g. If the Sub-Recipient is unable to certify to any of the statements in this certification, then the Sub-Recipient shall attach an explanation to this Agreement.

**h. In addition, the Sub-Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment H) for each intended subcontractor which Sub-Recipient plans to fund under this Agreement. The form must be received by the Division before the Sub-Recipient enters into a contract with any subcontractor.**

i. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

j. If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

k. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions

contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

l. Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law.

m. The Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(23) LOBBYING PROHIBITION

a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."

c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, 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 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.

ii. 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 an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."



iii. The Sub-Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose.

iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. 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.

**(24) COPYRIGHT, PATENT AND TRADEMARK**

**EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.**

a. If the Sub-Recipient has a pre-existing patent or copyright, the Sub-Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Sub-Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Sub-Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.

c. Within thirty days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-

paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(25) LEGAL AUTHORIZATION

The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

(26) EQUAL OPPORTUNITY EMPLOYMENT

a. In accordance with 41 C.F.R. §60-1.4(b), the Sub-Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

iii. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job

functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

iv. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

v. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

vi. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

vii. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

viii. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

*Provided*, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

b. The Sub-Recipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

c. The Sub-Recipient agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

d. The Sub-Recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the Sub-Recipient agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Sub-Recipient under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Sub-Recipient; and refer the case to the Department of Justice for appropriate legal proceedings.

(27) COPELAND ANTI-KICKBACK ACT

The Sub-Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.



(28) CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

(29) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$150,000, then any such contract must include the following provision:

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

(30) SUSPENSION AND DEBARMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

- i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- ii. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(31) BYRD ANTI-LOBBYING AMENDMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

(32) CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.

b. The requirement outlined in subparagraph a. above, sometimes referred to as “socioeconomic contracting,” does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The “socioeconomic contracting” requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. “project splitting”).

(33) ASSURANCES

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment C.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

**SUB-RECIPIENT:**

By: \_\_\_\_\_

Name and title: \_\_\_\_\_

Date: \_\_\_\_\_

FID# 59-6000305

**STATE OF FLORIDA**

**DIVISION OF EMERGENCY MANAGEMENT**

By: \_\_\_\_\_

Name and Title: Jared Moskowitz, Director

Date: \_\_\_\_\_



## EXHIBIT – 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUB-RECIPIENT UNDER THIS AGREEMENT:

### Federal Program

Federal agency: Federal Emergency Management Agency: Flood Mitigation Grant Program

Catalog of Federal Domestic Assistance title and number: 97.029

Award amount: \$90,000.00

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

- 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- Sections 1361(A) of the National Flood Insurance Act of 1968, 42 U.S.C. 4104c, as amended by the National Flood Insurance Reform Act of 1994, Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264
- 31 CFR Part 205 Rules and Procedures for Funds Transfers

### Federal Program:

1. Sub-Recipient is to use funding to perform the following eligible activities:
  - Mitigation Planning Project
2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

## **Attachment A**

### **Budget and Scope of Work**

The purpose of this advance assistance project is to identify potential stormwater and flood risk mitigation projects within the City of Deerfield Beach, Florida. The City will assess the risk of one corridor within each of the four districts in the City of Deerfield Beach, Florida. The risk assessments will allow the City to obtain necessary data to prioritize strategies, analyze alternative projects, determine feasibility and to develop preliminary project designs for each corridor, a scope of work and cost estimate for application development.

Once completed, the City shall submit one comprehensive final report inclusive of a summary of meetings, key findings, relevant data in support of the conceptual designs and a 30% conceptual engineering design for each of the four districts/corridors to the Florida Division of Emergency Management (FDEM) and the Broward County Local Mitigation Strategy Work Group for approval and incorporation into the LMS.

#### **Tasks**

- 1. Collection of Data Relative to Conditions** – The City of Deerfield Beach with the support of external consultants; as necessary, will research, collect and organize the relevant data needed to develop 30% of a conceptual engineering design for eligible stormwater and flood mitigation activities for each of the selected four corridors within the City's four districts.

The City of Deerfield Beach will hold documented and recorded public meetings for neighborhood and community consensus, education, and outreach. This process will include the distribution of educational materials for public outreach on stormwater issues and flood risks, review of federal and state stormwater management regulations and the County's requirements for MS-4 reporting and compliance with NPDES, development of projects (conceptual level designs) and ranking for stormwater and flood risk assessments in different districts or neighborhoods with equity, recordation of public meetings and surveys, including planning commission and city commission meetings concerning this Plan.

The City of Deerfield Beach will review the best available information, existing data including as-builts, GIS data and County maintained records; develop a comprehensive inventory of existing assets and develop an electronic record with attributes relevant to the assets; provide future projections; review and update land use for current and future planning conduct infrastructure assessment review of the adequacy of the existing infrastructure and analyze the system for 10, 25, and 100-year storm frequencies; develop comprehensive capital, operation, and maintenance schedules with costs and projections over a 20-year planning horizon with analysis for funding opportunities and strategies; identify the current regulatory environment and its requirements with any known future changes and explore issues required for compliance with recommendations for local policies and ordinances for future development and infrastructure improvement.

The City of Deerfield Beach will be reimbursed only for budgeted costs incurred during the agreement time period that are directly related to the collection data relative to conditions, per the approved scope of work. Project activities will be supported by status reports submitted to FDEM at least quarterly describing the nature, timing, and extent of data reviewed, the percentage complete, and an invoice for services provided. Staff project activities will be supported by Labor Summary Records that show the date, description of work performed, hours worked, and the rate of pay including fringe benefits.

- 2. Compilation of Data and Identification of Key Findings** - The City of Deerfield Beach staff with the support of external consultants; as necessary, will compile all relevant data and key findings in support of the development of 30% of a conceptual engineering design for eligible stormwater

and flood mitigation activities for each of the selected four corridors within the City's four districts. The conceptual engineering design/plan will be developed in a highly illustrative format to facilitate public interpretation with the intent of education and gauging their interest on the project. The City of Deerfield Beach with the support of external consultants; as necessary, will present the above-developed engineering conceptual designs to the public for the purposes of eliciting their discussion and input. These documented and recorded public meetings, which will occur in each of four districts, will focus on preferred best management practices for stormwater quantity and quality control, as well as address flood resiliency solutions.

The data will be summarized into a comprehensive report that includes a summary of public meetings, key findings and relevant data in support of the development of the conceptual design and the 30% conceptual engineering design for each of the four districts/corridors.

The City of Deerfield Beach will be reimbursed only for budgeted costs incurred during the agreement time period that are directly related to the compilation of data and identification of key findings, per the approved scope of work. Project activities will be supported by status reports submitted to FDEM at least quarterly describing the nature, timing, and extent of data reviewed, the percentage complete, and an invoice for services provided. Staff project activities will be supported by Labor Summary Records that show the date, description of work performed, hours worked, and the rate of pay including fringe benefits.

3. **Completion of Comprehensive Final Report** - The City of Deerfield Beach will submit the comprehensive final report as referenced in Task 2 to FDEM and the Broward County Local Mitigation Strategy Work Group for approval and incorporation into the LMS.

The City of Deerfield Beach will be reimbursed only for budgeted costs incurred during the agreement time period that are directly related to the completion of the comprehensive final report as a result of the completion of Tasks 1 and 2. Project activities will be supported by status reports submitted to FDEM at least quarterly describing the nature, timing, and extent of data reviewed, the percentage complete, and an invoice for services provided. Staff project activities will be supported by Labor Summary Records that show the date, description of work performed, hours worked, and the rate of pay including fringe benefits.

4. **Development of Subapplication** - The City of Deerfield Beach will develop, complete and submit to FDEM an eligible community flood hazard Flood Mitigation Assistance (FMA) subapplication resulting from the completion of Tasks 1, 2 and 3. The project subapplication must be developed and completed prior to the final reimbursement under this agreement. The project subapplication must be submitted during an open FMA application period and must meet all FMA eligibility criteria.

The City of Deerfield Beach will be reimbursed only for budgeted costs incurred during the agreement time period that are directly related to the development and completion of an eligible community flood hazard Flood Mitigation Assistance subapplication as a result of the completion of Tasks 1, 2 and 3. Project activities will be supported by status reports submitted to FDEM at least quarterly describing the nature, timing, and extent of data reviewed, the percentage complete, and an invoice for services provided. Staff project activities will be supported by Labor Summary Records that show the date, description of work performed, hours worked, and the rate of pay including fringe benefits.

## **Deliverables**

1. **Collection of Data Relative to Conditions:**

Provided the Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division will reimburse the Recipient for the actual costs incurred in completing Task #1; however, the reimbursement amount for completing Task #1 shall not exceed \$22,500.00.

2. **Compilation of Data and Identification of Key Findings:**

Provided the Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division will reimburse the Recipient for the actual costs incurred in completing Task #2; however, the reimbursement amount for completing Task #2 shall not exceed \$22,500.00.

3. **Completion of Comprehensive Final Report:**

Provided the Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division will reimburse the Recipient for the actual costs incurred in completing Task #3; however, the reimbursement amount for completing Task #3 shall not exceed \$22,500.00.

4. **Development of Subapplication:**

Provided the Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division will reimburse the Recipient for the actual costs incurred in completing Task #4; however, the reimbursement amount for completing Task #4 shall not exceed \$22,500.00.

**Financial Consequences**

If the recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

1. Temporarily withhold cash payments pending correction of the deficiency by the recipient;
2. Disallow all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the current award for the recipient's program;
4. Withhold further awards for the program; or
5. Take other remedies that may be legally available.

**Programmatic Requirements:**

Quarterly financial and programmatic progress reports to the State using Attachment F are required. The programmatic progress report will include sufficient narrative to determine the degree to which the project has been implemented and the estimated time to completion.

The Recipient must notify the State as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion.

**Eligible Expenditures:**

The categories outlined below are generally considered eligible for reimbursement under the Flood Mitigation Assistance Program. Only reasonable eligible expenses may be reimbursed. The Recipient will provide the FDEM with a detailed listing of project expenditures, classified according to the listed categories as part of any request for payment. Any expenditure that does not clearly fall under the specified categories will be submitted to the FDEM for review and determination of funding eligibility under the Flood Mitigation Assistance Program prior to inclusion on any reimbursement request. Preliminary cost estimates for this project have been provided to the FDEM, and those costs that are eligible have been incorporated into the categories outlined below.

Any line item eligible cost may be increased or decreased by 10% or less without an amendment to this Agreement being required, as long as the overall amount of the funds obligated under this Agreement does not exceed the \$90,000.00 (federal share).

**Budget****Funding Summary:**

|                |                     |          |
|----------------|---------------------|----------|
| Federal Share: | \$ 90,000.00        | (75.00%) |
| Local Share:   | <u>\$ 30,000.00</u> | (25.00%) |
| Project Cost:  | \$ 120,000.00       |          |

**Line Item Budget\*****Eligible Cost Item**

|                                                            | <b>Total</b>        | <b>Federal</b>     | <b>Local</b>       |
|------------------------------------------------------------|---------------------|--------------------|--------------------|
| Collection of Data Relative to Conditions                  | \$30,000.00         | \$22,500.00        | \$7,500.00         |
| Compilation of Data and Identification of Key Findings     | \$30,000.00         | \$22,500.00        | \$7,500.00         |
| Completion of Comprehensive Final Report/LMS Incorporation | \$30,000.00         | \$22,500.00        | \$7,500.00         |
| Development of Subapplication                              | <u>\$30,000.00</u>  | <u>\$22,500.00</u> | <u>\$7,500.00</u>  |
| <b>Totals</b>                                              | <b>\$120,000.00</b> | <b>\$90,000.00</b> | <b>\$30,000.00</b> |

*\*Any line item amount in this Budget may be increased or decreased 10% or less with the Division's approval, without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*



**SCHEDULE OF WORK:**

| <b>Description Of Task</b>                                                                                                                                          | <b>Starting Point</b> | <b>Unit Of Time</b> | <b>Duration</b> |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|---------------------|-----------------|
| Execution of State and Local Agreement                                                                                                                              | 1                     | MONTHS              | 3               |
| Collection of Data Relative to Conditions                                                                                                                           | 3                     | MONTHS              | 3               |
| Compilation of Data and Identification of Key Findings/Development of 4 district 30% conceptual corridor designs/ Conduct of public meetings in each of 4 districts | 6                     | MONTHS              | 9               |
| Completion of Comprehensive Final Report/LMS Incorporation                                                                                                          | 15                    | MONTHS              | 6               |
| Development of Subapplication                                                                                                                                       | 21                    | MONTHS              | 6               |
| State Closeout Process                                                                                                                                              | 27                    | MONTHS              | 2               |
| <b>Total Period of Performance</b>                                                                                                                                  |                       | <b>MONTHS</b>       | <b>29</b>       |

This is FEMA project number **FMA-PL-04-FL-2018-018**. The Period of Performance (POP) for this project shall end on **April 1, 2022**.

**Attachment B**  
**Program Statutes and Regulations**

The parties to this Agreement and the Hazard Mitigation Grant Program (HMGP) are generally governed by the following statutes and regulations:

- (1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act;
- (2) 44 CFR Parts 7, 9, 10, 13, 14, 17, 18, 25, 206, 220, and 221, and any other applicable FEMA policy memoranda and guidance documents;
- (3) State of Florida Administrative Plan for the Hazard Mitigation Grant Program;
- (4) Hazard Mitigation Assistance Guidance- February 27, 2015 Update; and
- (5) All applicable laws and regulations delineated in Attachment C of this Agreement.

In addition to the above statutes and regulations, the Sub-recipient must comply with the following:

The Sub-recipient shall fully perform the approved hazard mitigation project, as described in the Application and Attachment A (Budget and Scope of Work) attached to this Agreement, in accordance with approved scope of work indicated therein, the estimate of costs indicated therein, the allocation of funds indicated therein, and the terms and conditions of this Agreement. The Sub-recipient shall not deviate from the approved project and the terms and conditions of this Agreement. The Sub-recipient shall comply with any and all applicable codes and standards in performing work funded under this Agreement, and shall provide any appropriate maintenance and security for the project.

Any development permit issued by, or development activity undertaken by, the Sub-recipient and any land use permitted by or engaged in by the Sub-recipient, shall be consistent with the local comprehensive plan and land development regulations prepared and adopted pursuant to Chapter 163, Part II, Florida Statutes. Funds shall be expended for, and development activities and land uses authorized for, only those uses which are permitted under the comprehensive plan and land development regulations. The Sub-recipient shall be responsible for ensuring that any development permit issued and any development activity or land use undertaken is, where applicable, also authorized by the Water Management District, the Florida Department of Environmental Protection, the Florida Department of Health, the Florida Game and Fish Commission, and any Federal, State, or local environmental or land use permitting authority, where required. The Sub-recipient agrees that any repair or construction shall be in accordance with applicable standards of safety, decency, and sanitation, and in conformity with applicable codes, specifications and standards.

The Sub-recipient will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms with the approved plans and specifications and will furnish progress reports and such other information to HMGP as may be required.

If the hazard mitigation project described in Attachment A includes an acquisition or relocation project, then the Sub-recipient shall ensure that, as a condition of funding under this Agreement, the owner of the affected real property shall record in the public records of the county where it is located the following covenants and restrictions, which shall run with and apply to any property acquired, accepted, or from which a structure will be removed pursuant to the project.

- (1) The property will be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational, or wetlands management practices;

- (2) No new structure will be erected on property other than:
  - a. a public facility that is open on all sides and functionally related to a designed open space;
  - b. a restroom; or
- (3) A structure that the Director of the Federal Emergency Management Agency approves in writing before the commencement of the construction of the structure;
- (4) After the date of the acquisition or relocation no application for disaster assistance for any purpose will be made to any Federal entity and no disaster assistance will be provided for the property by any Federal source; and
- (5) If any of these covenants and restrictions is violated by the owner or by some third party with the knowledge of the owner, fee simple title to the Property described herein shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida without further notice to the owner, its successors and assigns, and the owner, its successors and assigns shall forfeit all right, title and interest in and to the property.

HMGP Contract Manager will evaluate requests for cost overruns and submit to the regional Director written determination of cost overrun eligibility. Cost overruns shall meet Federal regulations set forth in 44 CFR 206.438(b).

The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP Sub-Recipient Scope of Work (SOW) shall be reviewed by all State and Federal agencies participating in the NEPA process.

As a reminder, the Sub-recipient must obtain prior approval from the State, before implementing changes to the approved project Scope of Work (SOW). Per the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments:

- (1) For Construction projects, the grantee must "obtain prior written approval for any budget revision which result in a need for additional funds" (44 CFR 13(c));
- (2) A change in the Scope of Work must be approved by FEMA in advance regardless of the budget implications; and
- (3) The Sub-recipient must notify the State as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion. Any extensions of the period of performance must be submitted to FEMA sixty days prior to the project expiration date.

The Sub-recipient assures that it will comply with the following statutes and regulations to the extent applicable:

- (1) 53 Federal Register 8034
- (2) Federal Acquisition Regulations 31.2
- (3) Section 1352, Title 31, US Code
- (4) Chapter 473, Florida Statutes
- (5) Chapter 215, Florida Statutes
- (6) Section 768.28, Florida Statutes
- (7) Chapter 119, Florida Statutes
- (8) Section 216.181(6), Florida Statutes
- (9) Cash Management Improvement Act of 1990
- (10) American with Disabilities Act
- (11) Section 112.061, Florida Statutes
- (12) Immigration and Nationality Act
- (13) Section 286.011, Florida Statutes

- (14) 2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- (15) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
- (16) Title I of the Omnibus Crime Control and Safe Streets Act of 1968
- (17) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
- (18) Omnibus Crime Control and Safe Streets Act of 1968, as amended
- (19) Victims of Crime Act (as appropriate)
- (20) Section 504 of the Rehabilitation Act of 1973, as amended
- (21) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990)
- (22) Department of Justice regulations on disability discrimination, 28 CFR, Part 35 and Part 39
- (23) 42 U.S.C. 5154a

## **Attachment C**

### **Statement of Assurances**

To the extent the following provisions apply to this Agreement, the Sub-recipient certifies that:

- (a) It possesses legal authority to enter into this Agreement and to carry out the proposed program;
- (b) Its governing body has duly adopted or passed as an official act of resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained in it, and directing and authorizing the Sub-recipient's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;
- (c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Sub-recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work to be performed in connection with the program assisted under this Agreement. The Sub-recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;
- (d) All Sub-recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Sub-recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Sub-recipient. Any cost incurred after a notice of suspension or termination is received by the Sub-recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Sub-recipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;
- (e) It will comply with:
  - (1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and
  - (2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.
- (f) It will comply with
  - (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds 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 Sub-recipient received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Sub-recipient, this assurance shall obligate the Sub-recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is



used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

- (2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualifies handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;
  - (3) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship;
- (g) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to Section 112.313 and Section 112.3135, Florida Statutes;
- (h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Section 51 which outlaws and prescribes penalties for “kickbacks” of wages in federally financed or assisted construction activities;
- (i) It will comply with the provisions of 18 U.S.C. 594, 598, 600-605 (further known as the Hatch Act) which limits the political activities of employees;
- (j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4002-4107, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase “Federal financial assistance” includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;

For sites located within Special Flood Hazard Areas (SFHA), the Sub-recipient must include a FEMA Model Acknowledgement of Conditions of Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds executed by the title holder with the closeout request verifying that certain SFHA requirements were satisfied on each of the properties. The Model Acknowledgement can be found at [www.fema.gov/government/grant/sfha\\_conditions.shtm](http://www.fema.gov/government/grant/sfha_conditions.shtm)

- (k) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the “Uniform Federal Accessibility Standards,” (AS) which is Appendix A to 41 CFR Section 101-19.6 for general type buildings and Appendix A to 24 CFR, Part 40 for residential structures. The Sub-recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;
- (l) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (U.S.C. 470), Executive Order 11593, 24 CFR, Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (16 U.S.C. 469a-1, et seq.) by:
- (1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR, Section 800.8) by the proposed activity; and

- (2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.
- (3) Abiding by the terms and conditions of the “**Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)**” which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 16 U.S.C. 470(f), and implementing regulations in 36 CFR, Part 800.
- (4) When any of the Sub-recipient’s projects funded under this Agreement may affect a historic property, as defined in 36 CFR, Part 800 (2)(e), the Federal Emergency Management Agency (FEMA) may require the Sub-recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the **Secretary of Interior’s Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards)**, the **Secretary of the Interior’s Guidelines for Archeological Documentation (Guidelines)** (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the **Standards**, the Sub-recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.
- (5) The Sub-recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations, and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO’s opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Sub-recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery or archeological data from the property.

If the Sub-recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the **Guidelines** and take into account the Advisory Council on Historic Preservation (Council) publication “Treatment of Archeological Properties”. The Sub-recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within 15 calendar days of receipt of the treatment plan, FEMA may direct the Sub-recipient to implement the treatment plan. If either the Council or the SHPO object, Sub-recipient shall not proceed with the project until the objection is resolved.

- (6) The Sub-recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The Sub-recipient acknowledges that FEMA may require the Sub-recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Sub-recipient further acknowledges that FEMA may require the Sub-recipient to take all

reasonable measures to avoid or minimize harm to such property until FEMA concludes consultation with the SHPO. The Sub-recipient also acknowledges that FEMA will require, and the Sub-recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

- (7) The Sub-recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, the Sub-recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse effect to occur.
- (m) It will comply with 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;
- (n) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4521-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- (o) It will comply with 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;
- (p) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;
- (q) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;
- (r) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;
- (s) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and 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;
- (t) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7642;
- (u) It will comply with the Clean Water Act of 1977, as amended, 42 U.S.C. 7419-7626
- (v) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;
- (w) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4728-4763;
- (x) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 270;
- (y) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;
- (z) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 469a, et seq.;
- (aa) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;

- (bb) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j, regarding the protection of underground water sources;
- (cc) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;
- (dd) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;
- (ee) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice);
- (ff) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3510;
- (gg) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-1464; and
- (hh) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-666.
- (ii) With respect to demolition activities, it will:
  - (1) Create and make available documentation sufficient to demonstrate that the Sub-recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.
  - (2) Return the property to its natural state as though no improvements had ever been contained thereon.
  - (3) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the Sub-recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.
  - (4) Provide documentation of the inspection results for each structure to indicate:
    - a. Safety Hazard Present
    - b. Health Hazards Present
    - c. Hazardous Materials Present
  - (5) Provide supervision over contractors or employees employed by the Sub-recipient to remove asbestos and lead from demolished or otherwise applicable structures.
  - (6) Leave the demolished site clean, level and free of debris.
  - (7) Notify the Division promptly of any unusual existing condition which hampers the contractor's work.
  - (8) Obtain all required permits.
  - (9) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.
  - (10) Comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

- (11) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 CFR, Part 15 and 61). This clause shall be added to any subcontracts.
- (12) Provide documentation of public notices for demolition activities.



## Attachment D

## DIVISION OF EMERGENCY MANAGEMENT

REQUEST FOR ADVANCE OR REIMBURSEMENT OF  
HAZARD MITIGATION ASSISTANCE PROGRAM FUNDSSUB-RECIPIENT: City of Deerfield BeachREMIT ADDRESS: 150 NE 2<sup>nd</sup> AvenueCITY: Deerfield Beach STATE: Florida ZIP CODE: 33441PROJECT TYPE: \_\_\_\_\_ PROJECT #: FMA-PL-04-FL-2018-018PROGRAM: FMA CONTRACT #: B0057

APPROVED BUDGET: \_\_\_\_\_ FEDERAL SHARE: \_\_\_\_\_ MATCH: \_\_\_\_\_

ADVANCED RECEIVED: \_\_\_\_\_ N/A \_\_\_\_\_ AMOUNT: \_\_\_\_\_ SETTLED? \_\_\_\_\_

Invoice Period: \_\_\_\_\_ To \_\_\_\_\_ Payment #: \_\_\_\_\_

| Eligible Amount<br>100%<br>(Current Request) | Obligated Federal<br>Amount<br>____% | Obligated Non-<br>Federal<br>____% | Division Use Only |          |
|----------------------------------------------|--------------------------------------|------------------------------------|-------------------|----------|
|                                              |                                      |                                    | Approved          | Comments |
|                                              |                                      |                                    |                   |          |
|                                              |                                      |                                    |                   |          |

TOTAL CURRENT REQUEST: \$ \_\_\_\_\_

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812.

SUB-RECIPIENT SIGNATURE: \_\_\_\_\_

NAME / TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

| TO BE COMPLETED BY THE DIVISION            |          |
|--------------------------------------------|----------|
| APPROVED PROJECT TOTAL                     | \$ _____ |
| ADMINISTRATIVE COST                        | \$ _____ |
| APPROVED FOR PAYMENT                       | \$ _____ |
| GOVERNOR'S AUTHORIZED REPRESENTATIVE _____ |          |
| DATE _____                                 |          |

**SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT  
CLAIMED FOR ELIGIBLE DISASTER WORK UNDER THE  
HAZARD MTIGATION ASSISTANCE PROGRAM**

SUB-RECIPIENT: City of Deerfield Beach PAYMENT #: \_\_\_\_\_  
PROJECT TYPE: Flood Resiliency Advance Assistance PROJECT #: FMA-PL-04-FL-2018-018  
PROGRAM: FMA CONTRACT #: B0057

|                                                                       | REF NO <sup>2</sup> | DATE <sup>3</sup> | DOCUMENTATION <sup>4</sup> | (Check)<br>AMOUNT | ELIGIBLE<br>COSTS<br>(100%) |
|-----------------------------------------------------------------------|---------------------|-------------------|----------------------------|-------------------|-----------------------------|
| 1                                                                     |                     |                   |                            |                   |                             |
|                                                                       |                     |                   |                            |                   |                             |
| 2                                                                     |                     |                   |                            |                   |                             |
|                                                                       |                     |                   |                            |                   |                             |
| 3                                                                     |                     |                   |                            |                   |                             |
|                                                                       |                     |                   |                            |                   |                             |
| 4                                                                     |                     |                   |                            |                   |                             |
|                                                                       |                     |                   |                            |                   |                             |
| 5                                                                     |                     |                   |                            |                   |                             |
|                                                                       |                     |                   |                            |                   |                             |
| 6                                                                     |                     |                   |                            |                   |                             |
|                                                                       |                     |                   |                            |                   |                             |
| 7                                                                     |                     |                   |                            |                   |                             |
|                                                                       |                     |                   |                            |                   |                             |
| 8                                                                     |                     |                   |                            |                   |                             |
|                                                                       |                     |                   |                            |                   |                             |
| 9                                                                     |                     |                   |                            |                   |                             |
|                                                                       |                     |                   |                            |                   |                             |
| <b>This payment represents      %      completion of the project.</b> |                     |                   |                            |                   | <b>TOTAL</b>                |

<sup>2</sup> Recipient's internal reference number (e.g., Invoice, Receipt, Warrant, Voucher, Claim Check, or Schedule #)

<sup>3</sup> Date of delivery of articles, completion of work or performance services. (per document)

<sup>4</sup> List Documentation (Recipient's payroll, material out of recipient's stock, recipient owned equipment and name of vendor or contractor) by category (Materials, Labor, Fees) and line item in the approved project line item budget. Provide a brief description of the articles or services. List service dates per each invoice.

**Attachment E  
JUSTIFICATION OF ADVANCE PAYMENT**

**SUB-RECIPIENT: City of Deerfield Beach**

**If you are requesting an advance, indicate same by checking the box below.**

|                                                                                                                                                                                                                                                                                                                                                                      |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><input type="checkbox"/> <b>ADVANCE REQUESTED</b></p> <p>Advance payment of \$ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.</p> |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**If you are requesting an advance, complete the following chart and line item justification below.**

**PLEASE NOTE: Calculate your estimated expenses at 100% of your expected needs for 90 days.**

**Submit Attachment D with the cost share breakdown along with Attachment E and all supporting documentation.**

**ESTIMATED EXPENSES**

| BUDGET CATEGORY/LINE ITEMS<br>(list applicable line items)                        | 20__-20__ Anticipated Expenditures for First Three<br>Months of Contract |
|-----------------------------------------------------------------------------------|--------------------------------------------------------------------------|
| <u>For example</u><br>ADMINISTRATIVE COSTS<br>(Include Secondary Administration.) |                                                                          |
| <u>For example</u><br>PROGRAM EXPENSES                                            |                                                                          |
| TOTAL EXPENSES                                                                    |                                                                          |

**LINE ITEM JUSTIFICATION** (For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term as evidenced by copies of invoices and cancelled checks as required by the Budget and Scope of work showing 100% of expenditures for the 90 day period shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance.

Attachment F

DIVISION OF EMERGENCY MANAGEMENT  
HAZARD MITIGATION GRANT PROGRAM  
QUARTERLY REPORT FORM

**Instructions:** Complete and submit this form to the appropriate Project Manager within 15 days of each quarter's end date.

SUB-RECIPIENT: City of Deerfield Beach PROJECT #: FMA-PL-04-FL-2018-018  
PROJECT TYPE: \_\_\_\_\_ CONTRACT #: B0057  
PROGRAM: \_\_\_\_\_ QUARTER ENDING: \_\_\_\_\_

**Advance Payment Information:**

Advance Received ☐ N/A ☐ Amount: \$ \_\_\_\_\_ Advance Settled? Yes ☐ No ☐

Provide reimbursement **Projections** for this project (*projections may change*):

Jul-Sep 20 \$ \_\_\_\_\_ Oct-Dec 20 \$ \_\_\_\_\_ Jan-Mar 20 \$ \_\_\_\_\_ Apr-Jun 20 \$ \_\_\_\_\_

**Target Dates:**

Contract Initiation Date: \_\_\_\_\_ Contract Expiration Date: \_\_\_\_\_

Estimated Project Completion Date: \_\_\_\_\_

Project Proceeding on **Schedule**? ☐ Yes ☐ No (*If No, please describe under **Issues** below*)

**Percentage** of Work Completed (*may be confirmed by state inspectors*): \_\_\_\_\_ %

Describe **Milestones** achieved during this quarter:

Provide a **Schedule** for the remainder of work to project completion: (*Milestones from Contract with estimated dates*)

| <u>Milestone</u> | <u>Date</u> |
|------------------|-------------|
|                  |             |
|                  |             |
|                  |             |
|                  |             |
|                  |             |
|                  |             |

Describe **Issues** or circumstances affecting completion date, milestones, scope of work, and/or cost:

**Cost Status:** ☐ Cost Unchanged ☐ Under Budget ☐ Over Budget

Additional **Comments**/Elaboration:

*NOTE: Division of Emergency Management (DEM) staff may perform interim inspections and/or audits at any time. Events may occur between quarterly reports, which have significant impact upon your project(s), such as anticipated overruns, changes in scope of work, etc. Please contact the Division as soon as these conditions become known, otherwise you may be found non-compliant with your sub grant award.*

Person Completing Form:

Phone:

**~ To be completed by Division staff ~**

Date Reviewed: \_\_\_\_\_ Reviewer: \_\_\_\_\_

Actions:

**Attachment G**  
**Warranties and Representations**

Financial Management

The Sub-Recipient's financial management system must comply with 2 C.F.R. §200.302.

Procurements

Any procurement undertaken with funds authorized by this Agreement must comply with the requirements of 2 C.F.R. §200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §§200.317 through 200.326).

Business Hours

The Sub-Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from: **8:00 AM - 5:00 PM, Monday Thru Friday, as applicable.**

Licensing and Permitting

All subcontractors or employees hired by the Sub-Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Sub-Recipient.



## Attachment H

### Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion

#### Subcontractor Covered Transactions

- (1) The prospective subcontractor, \_\_\_\_\_, of the Sub-Recipient certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Sub-Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

#### SUBCONTRACTOR

\_\_\_\_\_  
By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Date

\_\_\_\_\_  
**City of Deerfield Beach**  
Sub-Recipient's Name

\_\_\_\_\_  
**B0057**  
DEM Contract Number

\_\_\_\_\_  
**FMA-PL-04-FL-2018-018**  
FEMA Project Number

**Attachment I**  
**Federal Funding Accountability and Transparency Act**  
**Instructions and Worksheet**

**PURPOSE:** The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on federal awards (federal assistance and expenditures) be made available to the public via a single, searchable website, which is <http://www.usaspending.gov/>.

The FFATA Sub-award Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management ("FDEM" or "Division") must use to capture and report sub-award and executive compensation data regarding first-tier sub-awards that obligate \$25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a) (2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This "Instructions and Worksheet" is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

**ORGANIZATION AND PROJECT INFORMATION**

**The following information must be provided to the FDEM prior to the FDEM's issuance of a sub-award (Agreement) that obligates \$25,000 or more in federal funds as described above. Please provide the following information and return the signed form to the Division as requested.**

PROJECT #: FMA-PL-04-FL-2018-018

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: \$ 90,000.00

OBLIGATION/ACTION DATE: August 26, 2019

SUBAWARD DATE (if applicable): \_\_\_\_\_

DUNS#: 086382090

DUNS# +4: \_\_\_\_\_

\*If your company or organization does not have a DUNS number, you will need to obtain one from Dun & Bradstreet at 866-705-5711 or use the web form (<http://fedgov.dnb.com/webform>). The process to request a DUNS number takes about ten minutes and is free of charge.

BUSINESS NAME: \_\_\_\_\_

DBA NAME (IF APPLICABLE): \_\_\_\_\_

PRINCIPAL PLACE OF BUSINESS ADDRESS: \_\_\_\_\_

ADDRESS LINE 1: \_\_\_\_\_

ADDRESS LINE 2: \_\_\_\_\_

ADDRESS LINE 3: \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE+4\*\* \_\_\_\_\_

PARENT COMPANY DUNS# (if applicable): \_\_\_\_\_

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#): \_\_\_\_\_

DESCRIPTION OF PROJECT (Up to 4000 Characters)

The purpose of this advance assistance project is to identify potential stormwater and flood risk mitigation projects within the City of Deerfield Beach, Florida. The City will assess the risk of one corridor within each of the four districts in the City of Deerfield Beach, Florida. The risk assessments will allow the City to obtain necessary data to prioritize strategies, analyze alternative projects, determine feasibility and to develop preliminary project designs for each corridor, a scope of work and cost estimate for application development.

Once completed, the City shall submit one comprehensive final report inclusive of a summary of meetings, key findings, relevant data in support of the conceptual designs and a 30% conceptual engineering design for each of the four districts/corridors to the Florida Division of Emergency Management (FDEM) and the Broward County Local Mitigation Strategy Work Group for approval and incorporation into the LMS.

*Verify the approved project description above, if there is any discrepancy, please contact the project manager.*

**PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS):**

ADDRESS LINE 1: \_\_\_\_\_

ADDRESS LINE 2: \_\_\_\_\_

ADDRESS LINE 3: \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE+4\*\* \_\_\_\_\_

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

\*\*Providing the Zip+4 ensures that the correct Congressional District is reported.

**EXECUTIVE COMPENSATION INFORMATION:**

1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 CFR 170.320; , (b) \$25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?

Yes ☐ No ☐

***If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.***

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) Section 6104 of the Internal Revenue Code of 1986?

Yes ☐ No ☐

**If the answer to Question 2 is "Yes," move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at <http://www.sec.gov/answers/excomp.htm>. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]**

**If the answer to Question 2 is "No" FFATA reporting is required. Provide the information required in the "TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR" appearing below to report the "Total Compensation" for the five (5) most highly compensated "Executives", in rank order, in your organization. For purposes of this request, the following terms apply as defined in 2 CFR Ch. 1 Part 170 Appendix A:**

**"Executive"** is defined as "officers, managing partners, or other employees in management positions".

**"Total Compensation"** is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

- i. Salary and bonus.
- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax-qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

**TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR**

(Date of Fiscal Year Completion \_\_\_\_\_)

| <b>Rank</b><br>(Highest to<br>Lowest) | <b>Name</b><br>(Last, First, MI) | <b>Title</b> | <b>Total Compensation</b><br><b>for Most Recently</b><br><b>Completed Fiscal Year</b> |
|---------------------------------------|----------------------------------|--------------|---------------------------------------------------------------------------------------|
| <b>1</b>                              |                                  |              |                                                                                       |
| <b>2</b>                              |                                  |              |                                                                                       |
| <b>3</b>                              |                                  |              |                                                                                       |
| <b>4</b>                              |                                  |              |                                                                                       |
| <b>5</b>                              |                                  |              |                                                                                       |

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

SIGNATURE: \_\_\_\_\_

NAME AND TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_



**Attachment J**  
**Mandatory Contract Provisions**

Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the sub-recipient to include the required provisions. The Division provides the following list of sample provisions that may be required:

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or

materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

(I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any

materials.

## APPENDIX III TO PART 200—INDIRECT (F&A) COSTS IDENTIFICATION AND ASSIGNMENT, AND RATE DETERMINATION FOR INSTITUTIONS OF HIGHER EDUCATION (IHEs)

### A. GENERAL

This appendix provides criteria for identifying and computing indirect (or indirect (F&A)) rates at IHEs (institutions). Indirect (F&A) costs are those that are incurred for common or joint objectives and therefore cannot be identified readily and specifically with a particular sponsored project, an instructional activity, or any other institutional activity. See subsection B.1, Definition of Facilities and Administration, for a discussion of the components of indirect (F&A) costs.

#### 1. Major Functions of an Institution

Refers to instruction, organized research, other sponsored activities and other institutional activities as defined in this section:

a. *Instruction* means the teaching and training activities of an institution. Except for research training as provided in subsection b, this term includes all teaching and training activities, whether they are offered for credits toward a degree or certificate or on a non-credit basis, and whether they are offered through regular academic departments or separate divisions, such as a summer school division or an extension division. Also considered part of this major function are departmental research, and, where agreed to, university research.

(1) *Sponsored instruction and training* means specific instructional or training activity established by grant, contract, or cooperative agreement. For purposes of the cost principles, this activity may be considered a major function even though an institution's accounting treatment may include it in the instruction function.

(2) *Departmental research* means research, development and scholarly activities that are not organized research and, consequently, are not separately budgeted and accounted for. Departmental research, for purposes of this document, is not considered as a major function, but as a part of the instruction function of the institution.

b. *Organized research* means all research and development activities of an institution that are separately budgeted and accounted for. It includes:

the same facilities as other research and development activities and where salaries are not included in the institution.

(2) *University research* means research and development activities that are separately budgeted and accounted for by the institution under an internal applicable institutional funds. University research, for purposes of this document, must be combined with sponsored research and is a function of organized research.

c. *Other sponsored activities* means research and projects financed by Federal or non-Federal agencies and organizations. They involve the performance of work other than instruction and organized research. Examples of such programs and projects are: service projects and community service projects. However, when any of these are undertaken by the institution without outside support, they may be classified as other institutional activities.

d. *Other institutional activities* means activities of an institution except instruction, departmental research, organized research, and other sponsored activities as defined in this section; indirect (F&A) costs identified in this Appendix B, Identification and assignment of indirect (F&A) costs; and specialized facilities described in §200.468, Specialized service facilities of this Part.

Examples of other institutional activities include operation of residence halls, hospitals and clinics, student unions, intercollegiate athletics, bookstores, housing, student apartments, guardhouses, chapels, theaters, public museums, and similar auxiliary enterprises. This also includes any other categories of activities, costs of which are "unallowable" under Federal awards, unless otherwise provided in an award.

#### 2. Criteria for Distribution

a. *Base period.* A base period for the distribution of indirect (F&A) costs is the period during which the costs are incurred. The base period normally should cover the fiscal year established by the institution, but in any event the base period should be selected as to avoid inequities in the distribution of costs.

b. *Need for cost groupings.* The objective of the indirect (F&A) cost allocation process is to distribute the indirect costs described in Section B, Identification and assignment of indirect (F&A) costs.





# City of Deerfield Beach

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

## Face Sheet

File Number: I.D. 2020-302

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**Agenda Date:** 3/17/2020

**Status:** CONSENT - AGREEMENTS &  
EXPENDITURE REQUESTS

**In Control:** City Commission

### Title

**Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the First Amendment to the Agreement between Broward County and the City of Deerfield Beach for participation in the Consolidated Regional E-911 Communications System and First Amendment to the Regional Interlocal Agreement between Broward County and the City providing for cooperative participation in a regional public safety intranet; providing for execution, severability, 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

Broward County owns and oversees the regional E-911 consolidated communications system ("System"), which provides for the operations and technological infrastructure to support 911 call taking, computer-aided dispatch, and other functionality necessary for the operation of public safety answering points. In order to participate in the Regional E-911 System, the County required each municipality to enter into the Agreement for Participation in the Consolidated Regional E-911 Communications Systems, which the City entered into.

Over the last several months, Broward County has been in negotiations with the Broward Sheriff's Office ("BSO") on an amended and restated Operator Agreement for the Consolidated E911 Regional System. The agreement clarifies areas associated with performance requirements and includes an engagement process to allow for the review and approval of suggested field operational changes to improve the System.

In conjunction with entering into the Participation Agreement, the City also entered into a Regional Interlocal Agreement ("RILA") with the County to allocate responsibilities for the deployment of technical resources and responsibilities for the countywide public safety communication.

As part of this effort, it is necessary to amend portions of each municipalities' Participation Agreement and the related Regional Interlocal Agreement to ensure that the performance standards and engagement process align with the Operator Agreement.

### Current Activity

The first amendment to the participation agreement and RILA between Broward County and the City

of Deerfield Beach contains changes to the existing agreements previously approved by the City Commission. The amendment changes can be found in the attached "Proposed Agreement Changes Matrix" some of the changes include:

- Updates based on the post-MSD study/final report;
- Delineates maintenance and operation responsibilities of the P25 county radio system/infrastructure;
- Further defines governance and oversight; and
- Creates an oversight board, Operational Review Team, comprised of participating members of Broward Law Enforcement and Fire agencies.

Most if not all of these responsibilities found within the amendment to the Participation Agreement and RILA are to be handled by BSO on behalf of the City. Financial responsibilities have not changed and still include end user radios and fire alerting systems.

**Recommendation**

Staff recommends approval of the First Amendment to the Participation Agreement and RILA.



**RESOLUTION NO. 2020/**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE FIRST AMENDMENT TO THE AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF DEERFIELD BEACH FOR PARTICIPATION IN THE CONSOLIDATED REGIONAL E-911 COMMUNICATIONS SYSTEM AND FIRST AMENDMENT TO THE REGIONAL INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY PROVIDING FOR COOPERATIVE PARTICIPATION IN A REGIONAL PUBLIC SAFETY INTRANET; PROVIDING FOR EXECUTION, SEVERABILITY, AND AN EFFECTIVE DATE.**

**WHEREAS**, Broward County (the “County”) owns and oversees the regional E-911 consolidated communications system (“System”), which provides for the operations and technological infrastructure to support 911 call taking, computer-aided dispatch, and other functionality necessary for the operation of public safety answering points; and

**WHEREAS**, to participate in the Regional E-911 System, the County required each municipality to enter into the Agreement for Participation in the Consolidated Regional E-911 Communications Systems; and

**WHEREAS**, the City Commission approved, and the City executed, the Agreement between the County and the City of Deerfield Beach for Participation in the Consolidated Regional E-911 Communications System, dated on or about September 30, 2013 (the “Participation Agreement”); and

**WHEREAS**, in conjunction with entering into the Participation Agreement, the City also entered into a Regional Interlocal Agreement for Cooperative Participation in a Regional Public Safety Intranet (“RILA”) with the County to allocate responsibilities for the deployment of technical resources and responsibilities for countywide public safety communication; and

**WHEREAS**, the First Amendment to the Participation Agreement and the First Amendment to the RILA, attached as Exhibit “A”, (collectively, the “First Amendment”) provide for revisions to acknowledge and adopt the updates to the Operator Agreement between the County and BSO and the operation of the System, including updated performance standards, current policies and standard operation procedures, revised engagement process and role of the operational review teams, and the demarcation points for the updated fire station alerting system; and

**WHEREAS**, the City Commission believes it is in the best interest of the City to approve the First Amendment.

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

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

**Section 2.** The City Commission hereby approves the First Amendment, in substantially the form attached as Exhibit “A”.

**Section 3.** The Mayor and City Manager are hereby authorized to execute the First Amendment, attached as Exhibit “A”, together with such non-substantial changes as deemed appropriate by the City Manager and approved by the City Attorney.

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

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

PASSED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2020.

CITY OF DEERFIELD BEACH

\_\_\_\_\_  
BILL GANZ, MAYOR

ATTEST:

\_\_\_\_\_  
SAMANTHA GILLYARD, CMC, CITY CLERK



**FIRST AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND  
THE PARTICIPATING MUNICIPALITY FOR PARTICIPATION IN THE  
CONSOLIDATED REGIONAL E-911 COMMUNICATIONS SYSTEM**

**AND**

**FIRST AMENDMENT TO THE REGIONAL INTERLOCAL AGREEMENT BETWEEN BROWARD  
COUNTY AND THE CITY OF \_\_\_\_\_ PROVIDING FOR COOPERATIVE PARTICIPATION IN A  
REGIONAL PUBLIC SAFETY INTRANET**

This First Amendment ("First Amendment") is entered into by and between Broward County, a political subdivision of the State of Florida ("County"), and the municipality identified on the signature page below ("Municipality" or "City") (collectively County and Municipality are referenced as the "Parties").

**RECITALS**

A. County owns and oversees the regional E-911 consolidated communications system ("System"), which provides for the operations and technological infrastructure to support 911 call taking, computer-aided dispatch, and other functionality necessary for the operation of public safety answering points ("PSAPs").

B. The vast majority of municipalities within Broward County entered into the Agreement Between Broward County and the Participating Municipality for Participation in the Consolidated Regional E-911 Communications System, dated on or about September 30, 2013 ("Participation Agreement"), in order to promote the public health, safety, and general welfare by improving the safety of first responders and persons residing or traveling in Broward County, eliminating or reducing call transfers that result in delayed responses, and facilitating the migration to consolidated new technologies, among other benefits.

C. In conjunction with entering into the Participation Agreement, each municipality also entered into a Regional Interlocal Agreement ("RILA") with County to allocate responsibilities for the deployment of technical resources and responsibilities for the countywide public safety communication systems.

D. Pursuant to an Operator Agreement (as amended, the "Operator Agreement") executed between County and the Broward Sheriff's Office ("BSO"), County engaged the services of BSO to staff and operate the regional PSAPs for call-taking, teletype (queries only), and dispatch services. County and BSO intend to amend the Operator Agreement to continue the services of BSO as the Operator of the System, to update the performance standards as recommended by Fitch & Associates, to ensure compliance with Criminal Justice Information System (CJIS) or Florida Department of Law Enforcement (FDLE) requirements, to establish an engagement process, to permit municipalities to procure special municipal services above the base level of services otherwise provided by the Operator, and to clarify the division of responsibilities of the parties.

E. County and Municipality desire to amend the Participation Agreement to acknowledge and adopt the updates to the Operator Agreement and the operation of the System including updated performance standards, current policies and standard operation procedures, revised engagement process and role of the operational review teams, and the demarcation points for the updated fire station alerting system, and to amend the RILA to remain consistent with the Participation Agreement.

Now, therefore, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, County and Municipality 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 First Amendment shall retain the meaning ascribed to such terms in the Participation Agreement.
2. Except as modified herein, all terms and conditions of the Participation Agreement and the RILA remain in full force and effect. Amendments are indicated herein by use of strikethroughs to indicate deletions and bold/underlining to indicate additions.
3. The effective date of this First Amendment shall be April 1, 2020.
4. The Parties agree and approve that both the Participation Agreement and the RILA are intended, and shall be interpreted, to provide for the following delineation of responsibilities for the System: County is the owner and provider of the Consolidated Regional E-911 Communications System; Operator is engaged by County to provide System Services to the Participating Communities, including call-taking, dispatching, and teletype (queries only); Operational Review Teams (ORTs) are responsible for review of operational issues that may affect field operations of the fire and law disciplines and communicating these issues to the stakeholders.

#### **Amendments to the Participation Agreements**

5. Article 2, Definition, of the Participation Agreement is amended as follows:

2.1 Administrator. The term "Administrator" or "County Administrator" shall mean the County Administrator of Broward County government by the Charter of Broward County, Florida.

~~2.2 Agreement. The term "Agreement" shall mean this Agreement between COUNTY and MUNICIPALITY.~~

~~2.3~~ **2.2** Administrative Call. The term "Administrative Call" shall mean a call received in a Host PSAP that is not an Emergency Call or a Non-Emergency Call and is specific to a

Participating Community. An Administrative Call is not part of the Consolidated Regional E-911 Communications System responsibility.

**2.3 Base Level of Services.** The minimum level of System Services provided to all Participating Communities by the Operator of the System that meets the following requirements: (i) call intake staffed at a level to provide that 90% of all emergency calls arriving at a PSAP are answered within 3 to 5 seconds; (ii) a single radio talk group, staffed by a single radio operator, should not, during any four-hour block of time, exceed a weighted 0.4 Erlangs or a weighted answer delay of 10 seconds or greater; (iii) sufficient to support retention of Operator's emergency medical dispatch, emergency fire dispatch, and emergency police dispatch certifications; (iv) dispatch operators are supervised on a ratio of not less than 6:1 (dispatch operators to supervisor); and (v) County-provided independent qualitative performance review of call-takers and dispatchers. Base Level of Services shall not include any special services that are separately negotiated or purchased by a Participating Community.

\* \* \*

**2.12 Non-Emergency Call.** The term "Non-Emergency Call" shall mean a call ~~received in a Host PSAP~~ that does not require an immediate response from law enforcement, fire rescue, or EMS call for service dispatch, or any combination thereof.

6. Section 2.16 of the Participation Agreement is amended as follows:

**2.16 Participating Communities.** The term "Participating Community" or "Participating Communities" shall mean the municipal corporation or corporations existing under the laws of the state of Florida, located within the County, that enter into ~~this Standard an~~ **a** Agreement with County for ~~p~~Participation in the Consolidated Regional E-911 Communications System **in substantially the form of this Agreement, as amended.**

7. Section 4.1 of the Participation Agreement is amended in relevant part as follows:

**4.1** County shall operate, or contract to operate, a Consolidated Regional E-911 Communications System, for County's unincorporated area, Port Everglades, and Fort Lauderdale-Hollywood International Airport, and Participating Communities. The Consolidated Regional E-911 Communications System shall be implemented through County government. County shall provide for the management, administration, oversight and operations of the Consolidated Regional E-911 Communications System. **The System shall operate in accordance with policies, rules, and procedures approved through County workgroups, governance, and/or technical boards created to improve the communications infrastructure and overall Consolidated Regional E-911 Communications System.** ~~The System shall operate subject to the control, internal operating rules and regulations of County.~~ **County, Operator, and Participating Communities** agrees to comply with the requirements of the applicable Management



Control Agreements relating to ~~COUNTY operation of~~ the Regional Public Safety Infrastructure at Host PSAP(s).

8. Section 4.3 of the Participation Agreement is amended in relevant part as follows:

... Participating Communities that have a Host PSAP location within their City Limits agree to enter into an agreement with ~~Operator~~ **the Broward Sheriff's Office** to authorize the use of the Participating Community's FDLE router. **All applicable parties, including County, Operator, Broward Sheriff's Office, and Participating Community, agree to comply with all applicable Criminal Justice Information System (CJIS) and Florida Department of Law Enforcement (FDLE) requirements, and County and Participating Community each agree to enter into agency user agreements, security addendums, or other agreement(s), as required for CJIS compliance, and ensure that its employees and vendors with access to criminal justice information or systems similarly cooperate and comply with CJIS requirements, including execution of any necessary security addendums or other agreements and routinely providing updated security and employee information as required for CJIS compliance.**

9. Section 4.4 of the Participation Agreement is amended in relevant part as follows:

4.4 **As set forth in the agreement between County and the Operator, which includes an engagement process for the participation of public safety organizations within Broward County,** County shall establish operation and efficiency performance standards for the Consolidated Regional E-911 Communications System's operations and create a time schedule for implementing and meeting the efficiency and performance criteria. The operation and efficiency performance criteria for the System **(the "Standards")** shall be as set forth ~~on Exhibit "B" (the "Standards"); provided, however, the Standards shall only be in effect for calls received on the 911 telephone lines of a Host PSAP in the agreement between County and Operator. Any change in the Standards must be approved in advance by County and the Operator in accordance with the Operating Agreement, and by a simple majority vote of the Fire Chiefs and the Police Chiefs of all Participating Communities.~~ County shall require in any contract it enters into with an Operator of the System that such Operator shall meet or exceed the Standards. . . .

10. Section 4.7 of the Participation Agreement is amended in relevant part as follows:

4.7 The COUNTY shall be responsible for the establishment, coordination, and support of any workgroup, governance, and/or technical boards created for the purpose of ~~providing recommendations to the County Administrator on the operation of the~~ **improving the County's regional communications infrastructure and overall** Consolidated Regional E-911 Communications System. Membership of any such workgroup or boards may include, but not be limited to, representatives from COUNTY, Participating Communities, and Operator. **The Operational Review Team (ORT) shall consist of the Fire Chiefs and the Police Chiefs of the Participating Communities and shall review and**

recommend operational changes that may affect first responders (as defined in Section 112.1815(a), Florida Statutes) to improve the operation of the System, to the extent necessary, in accordance with the Engagement Process set forth in Exhibit C. The Participating Communities hereby appoint the ORT to act in accordance with the Engagement Process on behalf of the Participating Communities collectively as set forth in Exhibit C. County may condition any requested service above Base Level of Services on the applicable Participating Community(ies) funding any increased operational or equipment costs; no Participating Community shall be obligated to pay any additional amount for System Services above Base Level of Services without the prior written consent of that Participating Community.

11. Exhibit B is deleted from the Participation Agreement, and all references to the original Exhibit B are amended to omit such reference.
12. The Participation Agreement is amended to include Exhibit C as attached hereto.

#### Amendments to the Regional Interlocal Agreements

13. Section 2.19 of the RILA is hereby amended as follows:

2.19 City shall follow all RPSI Trunked Radio System policies and standard operating procedures in place at the time of this Agreement, ~~a list of which are included in Exhibit G,~~ as well as those developed in the future and issued to City by County. **Any new policies or standard operating procedures, or material modifications to existing policies or standard operating procedures, shall be developed by the applicable governance boards.** City agrees to comply with any enforcement actions required by these policies and procedures ~~for,~~ **including Subscriber Maintenance and to prevent** misuse or abuse of the RPSI Trunked Radio System.

14. Section 2.23 of the RILA is hereby amended as follows:

2.23 City is responsible for Subscriber Maintenance including repair and sub-fleet additions, moves, and changes to City subscribers as provided in Exhibit B. City may utilize the services of a third-party **vendor approved in advance by County** to provide maintenance of City subscribers, or City may contract with County for a fee for a combination of the aforementioned services or for all of the above services.

15. Section 3.2 of the RILA is hereby amended as follows:

3.2 The term of this Agreement shall be for five (5) years from the Effective Date. This Agreement may be renewed every five (5) years with the written approval of both County and City, unless terminated pursuant to Article 4; **notwithstanding the foregoing or any other provision of this Agreement, the extension of the Participation Agreement**

**pursuant to its terms shall automatically renew this Agreement, and this Agreement shall be in effect for at least the duration of the Participation Agreement.**

16. Exhibit B of the RILA is amended to replace the diagram titled "Broward County – ILA Radio Network Fire Station Alerting System DMARC" with the diagram of the same title attached hereto.
17. Exhibit G of the RILA is deleted from the RILA and all references to Exhibit G are amended to amended to refer to the then-current RPSI Trunked Radio System policies and standard operating procedures issued by County.
18. This First Amendment may be executed in counterparts, each of which shall be deemed to be an original, but 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 First 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 \_\_\_\_ day of \_\_\_\_, 2020, and MUNICIPALITY, signing by and through its \_\_\_\_\_, duly authorized to execute same.

**BROWARD COUNTY**

WITNESS:

BROWARD COUNTY, by and through  
its County Administrator

\_\_\_\_\_  
(Signature)

By \_\_\_\_\_  
County Administrator

\_\_\_\_\_  
(Print Name of Witness)

\_\_\_\_ day of \_\_\_\_\_, 2020

\_\_\_\_\_  
(Signature)

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

\_\_\_\_\_  
(Print Name of Witness)

By \_\_\_\_\_  
René D. Harrod (Date)  
Deputy County Attorney

RDH  
02/24/2020  
First Amendment Participation Agreement  
#343020.15

**FIRST AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND  
THE PARTICIPATING MUNICIPALITY FOR PARTICIPATION IN THE  
CONSOLIDATED REGIONAL E-911 COMMUNICATIONS SYSTEM**

***AND***

**FIRST AMENDMENT TO THE REGIONAL INTERLOCAL AGREEMENT BETWEEN BROWARD  
COUNTY AND THE CITY OF \_\_\_\_\_ PROVIDING FOR COOPERATIVE PARTICIPATION IN A  
REGIONAL PUBLIC SAFETY INTRANET**

MUNICIPALITY

ATTEST:

CITY OF \_\_\_\_\_

\_\_\_\_\_  
CITY CLERK

By: \_\_\_\_\_  
CITY MAYOR

\_\_\_\_\_  
Print Name

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

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

\_\_\_\_\_  
City Attorney



## RILA EXHIBIT B

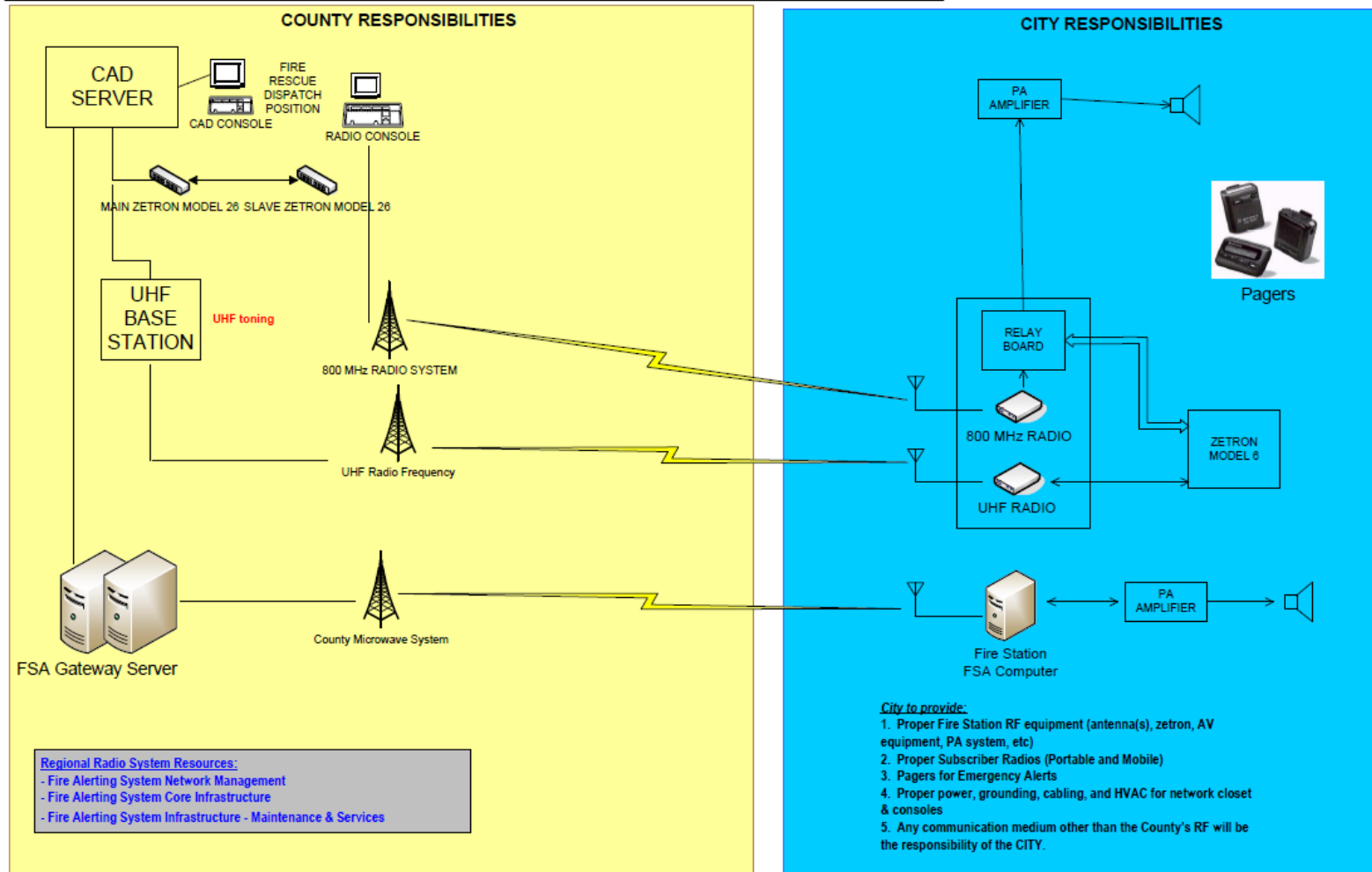
### Broward County – ILA Radio Network

#### Fire Station Alerting System DMARC

RPSI – Fire Station Alerting System

Logical Network Design Overview Broward County Radio System

Broward County/City Responsibilities



## EXHIBIT C

### **Engagement Process<sup>1</sup>**

#### **Step 1: Issue Identification and Proposed Resolution**

1) A need for the creation and/or revision to a policy, procedure or process of the 911 system can be raised by any of the stakeholders – law enforcement/fire rescue agency as a representative of their municipality; Broward Sheriff's Office; or Broward County.

2) Issues would be considered first by the existing Operational Review Team (ORT).

a) Each law enforcement and fire rescue agency would have a representative on the ORT. Typically, the ORT would meet by discipline as is current practice – law enforcement or fire rescue.

b) The ORT would determine if an issue involved only a single agency; a single discipline (law vs. fire); or a regional concern.

i) If the issue only involves a single agency, the issue would move to subparagraph 4.

c) Each ORT group should be chaired by a uniformed member determined by the respective Association. Because of BSO's unique role as Operator in the system, the chair should preferably be from a municipal agency.

3) The ORT would clarify the issue and proposed resolution. The item would be summarized in written form to ensure the issue and proposed course of action are clearly identified.

4) The ORT would recommend approval or denial of the item.

5) Upon approval by ORT, the issue would be forward to both BSO and County for review & comment.

6) BSO and County would consider the item under the following guidelines:

a) BSO would evaluate its ability to provide the recommended resolution. They should consider the logistical benefits and challenges, as well as if the proposed resolution can be done with existing resources. If additional resources would be required by BSO, it must identify the financial impact. The final determination of fiscal impact would rest with Broward County's budget office.

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<sup>1</sup> For purposes of this engagement process, the Stakeholders shall include the County and Operator and Participating Municipalities.

b) County would consider any logistical impacts from the proposed issue resolution as it relates to the County's technology (i.e. CAD, radio, 911 system, etc.). County would also consider any potential fiscal impacts, though the final arbiter of funding should reside with the County's budget office. Finally, County would evaluate the issue and proposed resolution against the Regional 911 System's overarching goals and objectives.

c) If the issue involved only a single agency (see 2b above), County and the involved agency would discuss if the municipality desires to fund the change/improvement if the solution is beyond the base services provided by the County.

d) If the issue is denied by the ORT, the proposer may elect to advance the issue to Step 3.

7) Once approved by all three stakeholder groups (ORT, BSO, County), the issue advances to Step 2.

8) If the issue is not approved by any of the stakeholders in 7) above, the proposer may elect to advance the issue to Step 3.

## **Step 2: Approval by End-Users**

1) Issues approved by all three stakeholder groups will be approved by fire chiefs and/or police chiefs.

a) While ORT will often be comprised of operational managers from law enforcement and fire rescue agencies, approval at Step 2 requires the specific review and approval from the chief of the department for each law enforcement and/or fire rescue as applicable.

b) Summary of the issue and proposed resolution, as prepared and approved at Step 1, will be sent to the chief of the department for law enforcement, fire rescue or both as the issue may require.

c) Items, as summarized at Step 1, will be balloted to chiefs of department electronically. The chair of the relevant ORT shall ensure the written summary of the issue is forwarded to the respective Association president for distribution to each chief of Department.

d) Each chief of department is expected to review and approve or not approve the item.

e) Consistent with the existing practices for both the Fire Chiefs Association and Police Chiefs Association, a simple majority is sufficient for the item to be approved. Ultimately the determination of each professional Association, and of the methods by which they approve items, is left within the purview of that Association.

2) Upon approval at Step 2, the item will move to Step 4 for implementation.

### **Step 3: Escalation to Chief Administrative Officers**

- 1) Should an issue not garner support for approval at Step 2, the proposer or other stakeholder may elect to escalate the issue to their respective chief administrative officer (city manager, county administrator, or Sheriff) as may be applicable.
- 2) The chief administrative officer (or designee) of the agency seeking to escalate the issue may elect to uphold the determination made at Step 1 or Step 2, or confer with the chief administrative officers (or designees) of other stakeholders.
- 3) The chief administrative officers of all three stakeholders, should they agree, may also direct a specific resolution to the issue; request ORT reconsider the issue; or take other actions as they determine in the best interest for their local government.

### **Step 4: Implementation**

- 1) Issues identified at Step 1, and approved at either Step 2 or Step 3, shall move to Step 4 for implementation.
- 2) County will facilitate the implementation with the active support of other stakeholders.
- 3) County will monitor and report to all stakeholders the progress and issues approved for implementation.
- 4) ORT members are expected to keep their respective agencies informed of issues undergoing implementation.

Note: For all approvals required by ORT, a simple majority vote of each of (1) the Fire Chiefs Association and (2) the Police Chiefs Association constitutes approval of the item.

## **Proposed Agreement Changes**

| <b>Section</b>                                          | <b>Change</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <b>Rationale</b>                                                                                                                                                                               |
|---------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b><i>Amendments to the Participation Agreement</i></b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                |
| Section 2.2                                             | Removes Section 2.2 (the definition of the term “Agreement”) and rennumbers Section 2.3 (the definition of the term “Administrative Call”)                                                                                                                                                                                                                                                                                                                          | “Agreement” was previously defined in the opening paragraph of the agreement. Renumbering based upon deletion of former Section 2.2.                                                           |
| Section 2.3                                             | Defines the term “Base Level of Services”                                                                                                                                                                                                                                                                                                                                                                                                                           | Establishes a definition for the base level of services provided to all Participating Communities.                                                                                             |
| Section 2.12                                            | Changes the definition of the term “Non-Emergency Call” to delete limitation of a call “received in a Host PSAP”                                                                                                                                                                                                                                                                                                                                                    | Non-Emergency Calls may be received in locations other than a Host PSAP.                                                                                                                       |
| Section 2.16                                            | Changes definition of “Participating Communities”                                                                                                                                                                                                                                                                                                                                                                                                                   | Removes reference to an undefined “Standard Agreement” and permits future amendments to the form PA.                                                                                           |
| Section 4.1                                             | <p>Modifies Section 4.1 to omit reference to “control, internal operating rules and regulations of the County” and replace with reference to policies, rules and procedures approved by various workgroups, governance, and/or technical boards created to improve the infrastructure and overall system.</p> <p>Adds Operator and Participating Communities as parties who agree to comply with the applicable Management Control Agreements required by CJIS.</p> | <p>Ensures that feedback and operational perspectives are included in the decision making.</p> <p>CJIS requires that all parties comply with the applicable Management Control Agreements.</p> |
| Section 4.3                                             | Replaces reference to “Operator” with reference to “the Broward Sheriff’s Office” as the party with whom the Host PSAP municipalities will contract to authorize the use of Participating Community’s FDLE router, and adds CJIS compliance requirements.                                                                                                                                                                                                           | CJIS compliance item.                                                                                                                                                                          |
| Section 4.4                                             | Adds a preface to clarify that the County’s performance standards are set forth in the Operator Agreement and include an engagement process for participation of public safety organizations within Broward County.                                                                                                                                                                                                                                                 | Includes engagement process in the agreement.                                                                                                                                                  |



## **Proposed Agreement Changes**

| <b>Section</b> | <b>Change</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <b>Rationale</b>                                                                                                                                                                                                         |
|----------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                | Adds a provision that changes to the performance standards must be approved by the County, Operator, and Fire Chiefs and Police Chiefs.                                                                                                                                                                                                                                                                                                                                                                                                   | Provides a method for future updates to the performance standards.                                                                                                                                                       |
| Section 4.4    | <p>Adds a definition of the Operational Review Team and its composition, and clarifies the role of the ORT in reviewing and recommending operational changes to improve the operation of the system in accordance with the Engagement Process.</p> <p>Clarifies that the Participating Communities are represented in the Engagement Process through the ORT.</p> <p>Provides that any increase in services above Base Level of Services may be conditioned upon the requesting municipality funding any increased operational costs.</p> | <p>Permits changes to the performance standards through the Engagement Process.</p> <p>Clarifies that a Participating Community that requests a higher level of service may be required to fund the increased costs.</p> |
| Section 4.7    | Changes the purpose of working group, governance, and/or technical boards from “providing recommendations to the County Administrator on the operator of the Regional E-911 Communications System <b>to</b> “improving the County’s regional communications infrastructure and overall” Consolidated Regional E-911 Communications System.                                                                                                                                                                                                | Clarifies the purpose of the working groups.                                                                                                                                                                             |
| Section 4.7    | The Operational Review Team (ORT) is established to review and recommend operational changes that may affect first responders to improve the operation of the System in accordance with the Engagement Process set forth. ORT is appointed to act on behalf of Participating Communities in accordance with the engagement process. Requested changes may be conditioned on the applicable Participating Community funding any increased operational costs.                                                                               | At the request of the police and fire chief associations, municipalities delegate the authority to the ORT to make decisions on their behalf.                                                                            |
| Exhibit B      | Deleted.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Deleting the static exhibit of the required performance standards permits future changes as approved by the County, Operator, and ORT.                                                                                   |

## **Proposed Agreement Changes**

| <b>Section</b>                       | <b>Change</b>                                                                                                                                                                              | <b>Rationale</b>                                                                                                                                                       |
|--------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Exhibit C                            | Adds a new Exhibit C as referenced in amended Section 4.7.                                                                                                                                 | Sets forth the Engagement Process.                                                                                                                                     |
| <b><i>Amendments to the RILA</i></b> |                                                                                                                                                                                            |                                                                                                                                                                        |
| Section 2.19                         | Deletes reference to a static Exhibit G (Standard Operating Procedures), and clarifies compliance with the policies applies to both subscriber maintenance and prevention of misuse/abuse. | Permits existing Standard Operating Procedures to be updated (subject to review and recommendation by the applicable governance boards) and uniformly enforced.        |
| Section 2.23                         | Limits the vendors that may perform maintenance on subscriber radios to vendors approved in advance by County.                                                                             | Allows for municipalities to utilize third-party vendors, so long as those vendors have been approved by County (e.g., certified by the equipment manufacturer, etc.). |
| Section 3.2                          | Amends the term of the RILA to be conterminous with the Participation Agreement.                                                                                                           | Administrative.                                                                                                                                                        |
| Exhibit B                            | Updates Replaces Exhibit B diagram (“Broward County – ILA Radio Network Fire Station Alerting System DMARC”)                                                                               | Updated diagram adds FSA Gateway Server and County Microwave System and conduits to the Fire Station FSA Computer.                                                     |
| Exhibit G                            | Deleted per removal of reference from Section 2.19.                                                                                                                                        | Ensures most current policies and procedures are being used and can be updated (subject to review and recommendation by the applicable governance boards).             |

## Online Links to Existing Regional Agreements

<https://www.broward.org/CommunicationsTechnology/Pages/RegionalAgreements.aspx>

|                                              |                                                                                                                                                                                                                                     |                                                                                                                                                                  |
|----------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Operator Agreement</b>                    | <a href="https://www.broward.org/CommunicationsTechnology/BoardsAndCommittees/BCCC/Documents/OperatorsAgreement.pdf">https://www.broward.org/CommunicationsTechnology/BoardsAndCommittees/BCCC/Documents/OperatorsAgreement.pdf</a> | <i>Agreement between Broward County and Broward Sheriff's Office which establishes the duties for the Operator of E-911 dispatch</i>                             |
| <b>Standard Form Participation Agreement</b> | <a href="https://www.broward.org/CommunicationsTechnology/Documents/Standard%20Form%20Participation%20Agreement.pdf">https://www.broward.org/CommunicationsTechnology/Documents/Standard%20Form%20Participation%20Agreement.pdf</a> | <i>A voluntary Participation Agreement between Broward County and municipalities outlining terms, conditions and performance standards</i>                       |
| <b>Standard Form Lease Agreement</b>         | <a href="https://www.broward.org/CommunicationsTechnology/Documents/Standard%20Form%20Lease%20Agreement.pdf">https://www.broward.org/CommunicationsTechnology/Documents/Standard%20Form%20Lease%20Agreement.pdf</a>                 | <i>Lease Agreements between Broward County and the cities of Coconut Creek, Pembroke Pines and Sunrise</i>                                                       |
| <b>RILA between County and Cities</b>        | <a href="https://www.broward.org/CommunicationsTechnology/Documents/BSO%20Regional%20Interlocal%20Agreement.pdf">https://www.broward.org/CommunicationsTechnology/Documents/BSO%20Regional%20Interlocal%20Agreement.pdf</a>         | <i>Agreement that outlines the responsibility of the County and municipalities as it relates to technology, equipment, call-taking and dispatching</i>           |
| <b>RILA between County and BSO</b>           | <a href="https://www.broward.org/CommunicationsTechnology/Documents/BSO%20Regional%20Interlocal%20Agreement.pdf">https://www.broward.org/CommunicationsTechnology/Documents/BSO%20Regional%20Interlocal%20Agreement.pdf</a>         | <i>Agreement that outlines the responsibility of the County and Broward Sheriff's Office as it relates to technology, equipment, call-taking and dispatching</i> |

# BROWARD COUNTY

Regional Consolidated E911 Dispatch Program

Broward City County Managers Association

January 16, 2020



# Discussion Outline

1. Proposed changes to the Operator Agreement, Participation Agreement and Regional Interlocal Agreement
2. Governance
3. Base Level of Service vs. Service Enhancements
4. Responsibilities of the County and Regional Participants



# Proposed Agreement Updates

## **Proposed Operator Agreement Changes**

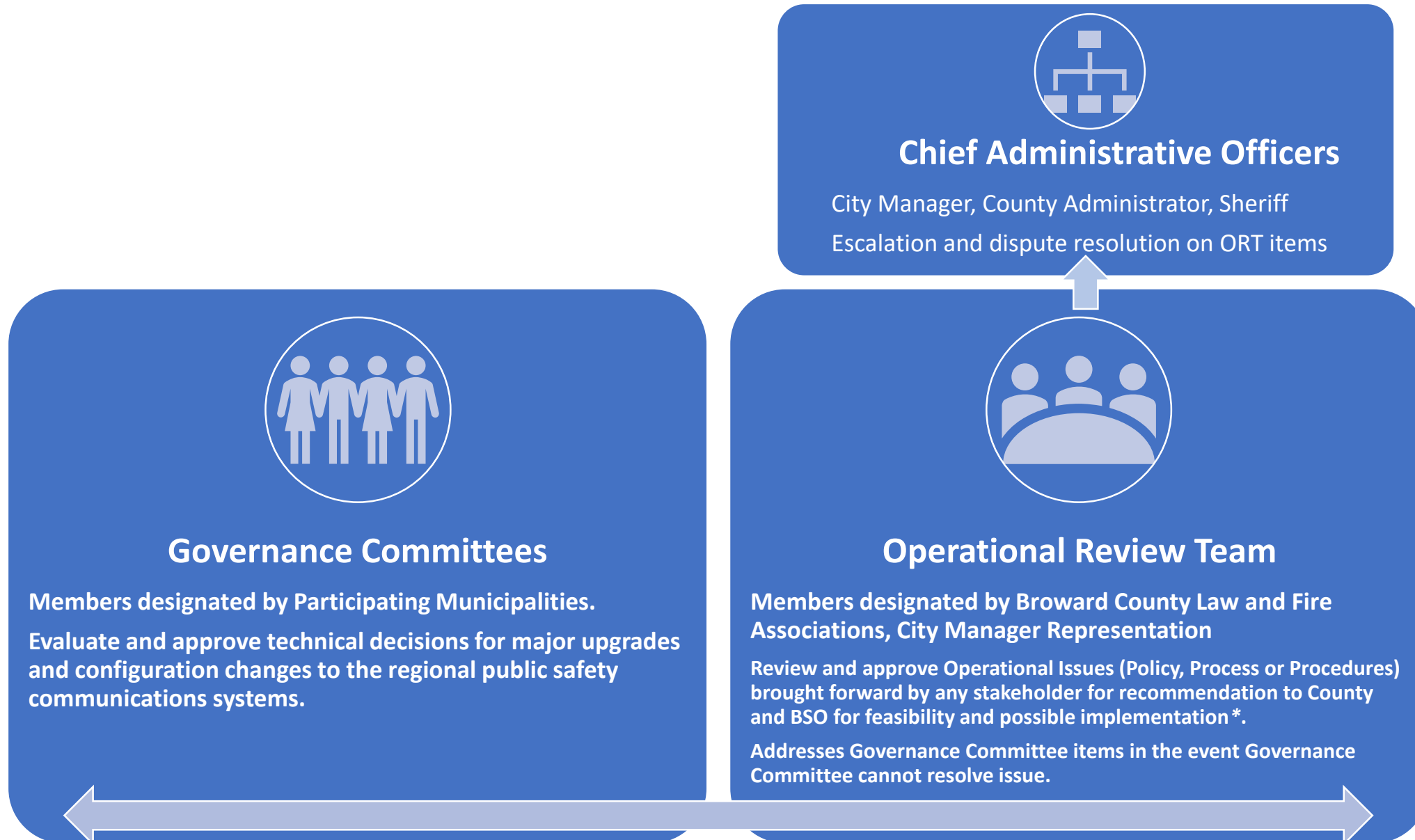
- Allows for updates to performance standards
- Engagement process for stakeholders and the role of the operational review teams
- Compliance with Criminal Justice Information System (CJIS) requirements
- Base Level of Service vs. Service Enhancements

## **Proposed Participation Agreement (PA) and Regional Interlocal Agreement (RILA) Changes**

- Operator Agreement changes are incorporated in the Participation Agreement changes
- Clarifies the terms Administrative Call and Non-Emergency Call
- Revisions to incorporate new fire station alerting system
- Requires third-party vendors utilized for radio subscriber maintenance be approved by County
- Permits modification of Operator performance standards through the engagement process

(See Additional Changes Matrix handout)

# Stakeholder Engagement



\* Note: BSO/County reviews for possible operational/technical/fiscal impacts.

# Governance Committees

- CAD, RMS, *and Radio* Governance Committees consist of committee members that represent participating agencies
  - CAD and RMS Governance Committees established in 2012 and 2010, respectively.
  - Radio governance committee reestablished in December 2019.
- All stakeholders/participating agencies have executed Regional Interlocal Agreements (RILAs) with the County
- Through RILAs, a participating agency becomes a voting member.
- Bylaws are voted on by members of the various Governance Committees.
- Governance Committees are structured for the members to have all the voting rights. County does not vote on items brought to the committees.
- Governance Committees vet and approve technical decisions regarding major upgrades and configuration changes to the regional public safety communications systems.
- Through the Governance Committees, County receives stakeholders' feedback as input into strategic development initiatives.

# Base Level of Service

## - Final Report on Regional 911, Fitch & Associates, February 2018

| Quantitative                            |                                                                                                                                                                                                                                                |
|-----------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 911 Call Answer Performance             | Call intake staffing should be adjusted to achieve P1/call-taking performance of between three to five seconds at the 90 <sup>th</sup> percentile                                                                                              |
| Radio Operator (law and fire) workloads | A single radio talkgroup, staffed with a single radio operator, should not exceed during any 4-hour block a weighted 0.4 Erlangs* <u>and</u> during that same 4-hour block should not exceed a weighted answer delay of 10 seconds or greater. |
| PSAP Supervision Levels                 | Supervision on the PSAP dispatch floors should be scheduled at a ratio of six to one.                                                                                                                                                          |
| Qualitative                             |                                                                                                                                                                                                                                                |
| Call-taking                             | The system should maintain EMD certification for all call takers through the International Academies of Emergency Dispatch (IAED), and implement and achieve certification in both EFD and EPD.                                                |
| Radio Operators                         | Independent QA/QI for call-taker, fire and law positions should be addressed through existing Medical Priority Dispatch System systems or similar methodologies.                                                                               |

\*Note: An Erlang is simply the ratio of all work activities at a type of workstation per one-hour block of time. For example, a workload activity of 15 minutes in a one-hour time block is expressed as 0.25 Erlang.

# Hour-by-Hour Erlangs for each law and fire main radio channel

Figure 8: Erlang Demand by Hour of Day – Law Enforcement Main Channels

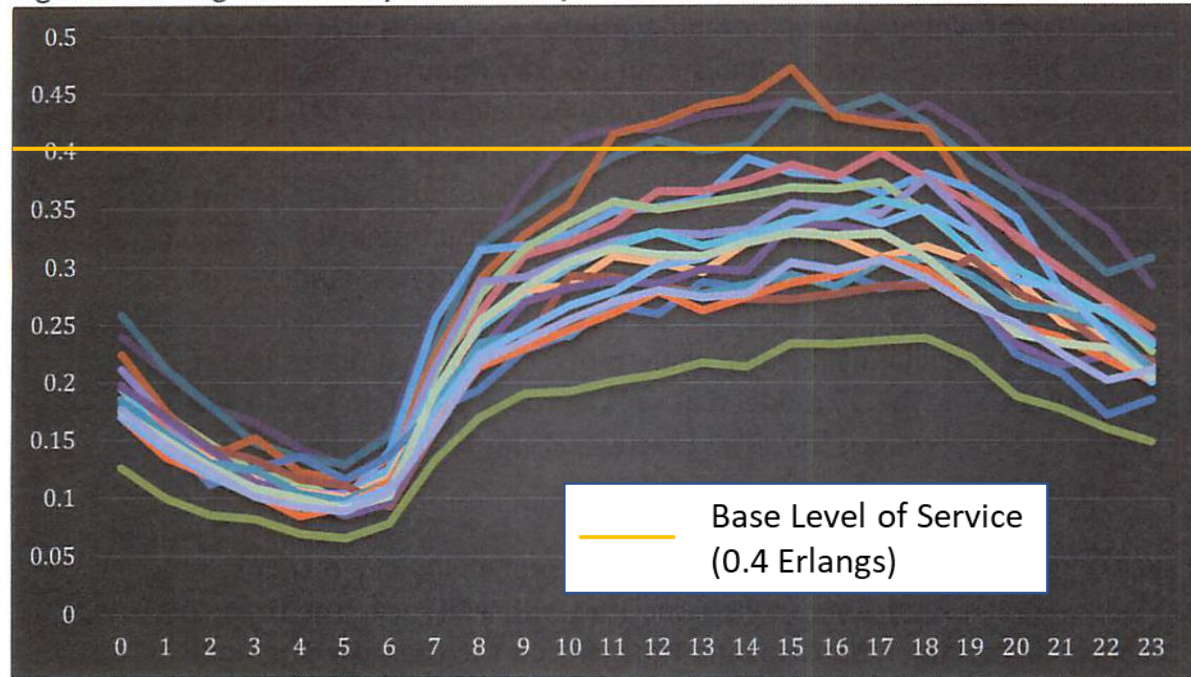
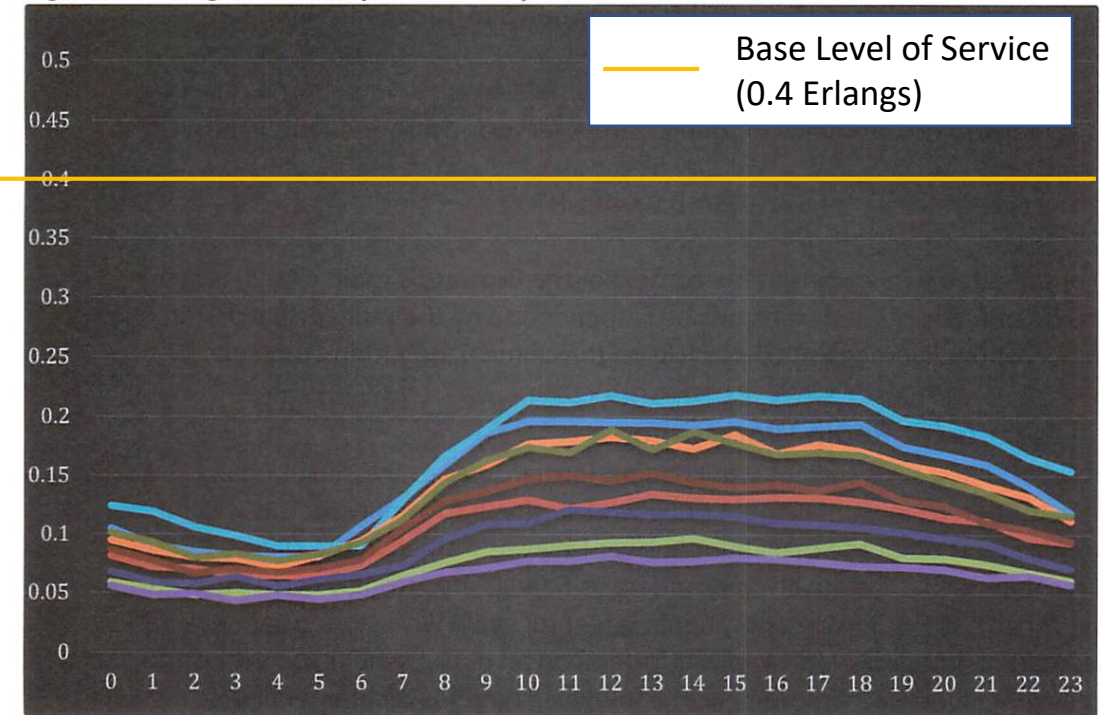


Figure 9: Erlang Demand by Hour of Day – Fire Main Channels



Two conclusions can be immediately derived from a review of the hour-by-hour analysis of Erlangs across the various law enforcement and fire main radio channels. First, there are select radio channels that can be fully consolidated across a 24-hour day. Second there are additional opportunities to consolidate select fire and law radio channels during the low demand overnight hours.

- Final Report on Regional 911, Fitch & Associates, February 2018



# Service Enhancements Above Base Level

- Municipalities may procure services above base such as:
  - Non-sharing of radio channels
  - Citycentric staffing

\*Note: Provided the system is capable of accommodating the request

# Current County and Regional Participant Responsibilities

|                                       | <b>Broward County</b>                                                                                                                                                                                                                        | <b>Participants –<br/>Municipalities/Agencies</b>                                                                                                                     |
|---------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Public Safety Radio System            | <ul style="list-style-type: none"> <li>Infrastructure: Radio System and Towers – Acquisition and ongoing development and maintenance costs</li> </ul>                                                                                        | <ul style="list-style-type: none"> <li>Radio Subscriber unit acquisition and maintenance</li> </ul>                                                                   |
| E911 Phone System                     | <ul style="list-style-type: none"> <li>Infrastructure – Acquisition and ongoing development and maintenance costs</li> </ul>                                                                                                                 | <ul style="list-style-type: none"> <li>N/A</li> </ul>                                                                                                                 |
| Computer Aided Dispatch System        | <ul style="list-style-type: none"> <li>Infrastructure – Acquisition and ongoing development and maintenance costs</li> <li>CAD Workstations in participating PSAPs</li> <li>MDTs and User Licenses – Fire/EMS front line vehicles</li> </ul> | <ul style="list-style-type: none"> <li>Agency CAD Workstations</li> <li>MDTs and User Licenses for law and other fire/ems non-frontline responder vehicles</li> </ul> |
| Fire Station Alerting System          | <ul style="list-style-type: none"> <li>Infrastructure – All acquisition and ongoing development and maintenance costs</li> </ul>                                                                                                             | <ul style="list-style-type: none"> <li>Station equipment and maintenance</li> </ul>                                                                                   |
| EMD, EFD, EPD                         | <ul style="list-style-type: none"> <li>Infrastructure – All acquisition and ongoing development and maintenance costs</li> </ul>                                                                                                             | <ul style="list-style-type: none"> <li>N/A</li> </ul>                                                                                                                 |
| Public Safety Infrastructure Training | <ul style="list-style-type: none"> <li>Call takers and Dispatchers, Law, Fire for Public Safety Communications Systems</li> </ul>                                                                                                            | <ul style="list-style-type: none"> <li>N/A</li> </ul>                                                                                                                 |

# BROWARD COUNTY

## Regional Consolidated E911 Dispatch Program

### Broward City County Managers Association

January 16, 2020





# City of Deerfield Beach

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

## Face Sheet

File Number: I.D. 2020-312

---

**Agenda Date:** 3/17/2020

**Status:** CONSENT - AGREEMENTS &  
EXPENDITURE REQUESTS

**In Control:** City Commission

### Title

**Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the award of Request for Proposals #20-220-IG for Strategic Planning and Visioning Services to Raftelis Financial Consultant, Inc.; authorizing execution of an agreement with Raftelis Financial Consultant, Inc.; and providing for an effective date. (Funds from Account #001-0200-512-32-99 - 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: 67,500.00

Account Name: Other Contractual Services

Account Number: 001-0200-512-32-99

### Background/History

In 2016 the City of Deerfield Beach received services to develop our current strategic plan. This was an eighteen (18) month process in which most of the supporting activities in the 2016 planning session were conducted through the Citywide Economic Development Strategic Plan which included the SWOT analysis, resident survey and interviewing of key stakeholders. The strategic plan was approved and implement on January 16, 2018 and terms December 31, 2021.

### Current Activity

In January 2020 the Purchasing and Contract Administration Division issued a Request for Proposals (RFP) for Strategic Planning and Visioning Services, RFP #20-22. As part of the RFP scope of work emphasis was placed on a ten (10) year vision plan, development and implementation of a five (5) year strategic plan, and information gathering to include the community stakeholders and City leadership. The vision should serve as a way to organize and prioritize the City's initiatives and resources to achieve specific goals within a specified period of time with specific performance measures as it links to the Strategic Plan and formulates into the Fiscal Year 2022 budget. Goals, objectives, action items and capital projects will be part of the final outcome. The consultant has been asked to review performance metrics and goal reporting on a bi-annual basis in order to update the strategic plan accordingly.

The recommended consultant estimates the development of the strategic plan to be completed by December 2020 to be utilized as part of the budgeting process for fiscal year 2022.

**Recommendation**

Staff is recommending the City Commission approve the ranking of the Evaluation Committee and allow City staff to negotiate a contract with the top ranked firm, Raftelis Financial Consultant, Inc. for an amount not to exceed \$67,500.

**RESOLUTION NO. 2020/**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE AWARD OF REQUEST FOR PROPOSALS #20-220-IG FOR STRATEGIC PLANNING AND VISIONING SERVICES TO RAFTELIS FINANCIAL CONSULTANT, INC.; AUTHORIZING EXECUTION OF AN AGREEMENT WITH RAFTELIS FINANCIAL CONSULTANT, INC.; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the City of Deerfield Beach desires to enter into a contract with a consultant to provide strategic planning and visioning services; and

**WHEREAS**, the City issued Request for Proposals #20-22-IG for Strategic Planning and Visioning Services (the “RFP”); and

**WHEREAS**, the RFP was advertised in the legal notices section of the Sun-Sentinel on January 27, 2020, and the notice was also sent to one hundred sixty three prospective offerors via the e-Procurement Marketplace; and

**WHEREAS**, thirteen vendors viewed the RFP documents; and

**WHEREAS**, on February 18, 2020 at 11:00 a.m., the RFP due date and time, the Purchasing and Contract Administration Division unsealed the three proposals that were timely received, and reviewed the proposals to ensure they met the RFP requirements; and

**WHEREAS**, the evaluation committee independently reviewed and scored the responsive and responsible proposals in accordance with the weighted criteria stated in the RFP prior to the first evaluation committee meeting; and

**WHEREAS**, the evaluation committee meeting was held on February 26, 2020 to score the proposals based on the weighted criteria stated in the RFP; and

**WHEREAS**, following the initial ranking, the evaluation committee ranked Raftelis Financial Consultant, Inc. (“Raftelis”) as the highest ranked firm; and

**WHEREAS**, the evaluation committee recommends that the City Commission approve the ranking and award of the RFP and contract to the number one ranked firm Raftelis, and authorize execution of an agreement with Raftelis for strategic planning and visioning services for a one year term with four optional one year renewal periods (the “Agreement”).

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



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

**Section 2.** The City Commission hereby approves the award of the RFP for strategic planning and visioning services to Raftelis.

**Section 3.** The City Manager is hereby authorized to execute the Agreement with Raftelis in an amount not to exceed \$67,500 for the initial one year term, consistent with the terms of the RFP, 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.** This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2020.

CITY OF DEERFIELD BEACH

\_\_\_\_\_  
BILL GANZ, MAYOR

ATTEST:

\_\_\_\_\_  
SAMANTHA GILLYARD, CMC, CITY CLERK



# Memorandum

**TO: Nicole Giordano, Innovative Manager**

**FROM: Ivelsa Guzman, Purchasing Manager**

**DATE: February 26, 2020**

**RE: RFP #20-22-IG, Strategic Planning & Visioning Services**

---

The Purchasing and Contract Administration Division recently issued a Request for Proposals (RFP) for Strategic Planning and Visioning Services. This formal competitive solicitation process complies with the City of Deerfield Beach procurement requirements. Details of the competitive solicitation process are as follows:

- The RFP was advertised in the legal notices section of the Sun-Sentinel on January 27, 2020.
- The notice was also sent to One Hundred and Sixty-Three (163) prospective Offeror's via the e-Procurement Marketplace.
- Thirteen (13) vendors viewed the documents of the RFP.
- On February 18, 2020, at 11:00 a.m., the due date and time, the Purchasing and Contract Administration Division closed and unsealed Three (3) proposals received. The proposals were reviewed by the Purchasing and Contract Administration Division to ensure the proposals met the RFP requirements.
- Subsequently, each member of the evaluation committee appointed by the City Commission received their evaluation packages that consisted of: evaluation committee policies and procedures, original RFP, addenda, submittals, and the evaluation sheets.
- Each evaluation committee member independently reviewed and scored the submittals in accordance with the weighted criteria stated in the RFP prior to the first public evaluation meeting held on Wednesday, February 26, 2020, at 1:00 p.m. The Evaluation Committee consisted of: David Santucci, City Manager; Nicole Giordano, Innovative Manager; Eric Power, Planning & Zoning Director; Vickki Placide-Pickard, Community Development Director; and Tom Good, Assistant City Manager.
- The proposals were evaluated based on the following weighted criteria:

| Criteria            | Weight |
|---------------------|--------|
| Team Qualifications | 2      |

|                                                               |   |
|---------------------------------------------------------------|---|
| Understanding the Project and City's Objectives               | 1 |
| Project Approach & Methodology (including Technical Approach) | 3 |
| Experience & Capacity to Perform                              | 3 |
| Fee Proposal                                                  | 1 |

- The proposals were ranked as follows:

| Ranking                                    | Nicole Giordano | Tom Good | David Santucci | Eric Power | Vickki Placide-Pickard | Total     | Ranking  |
|--------------------------------------------|-----------------|----------|----------------|------------|------------------------|-----------|----------|
| <b>Raftelis Financial Consultant, Inc.</b> | 73/1            | 84/1     | 84/1           | 72/3       | 52/2                   | <b>8</b>  | <b>1</b> |
| <b>Management Partners, Inc.</b>           | 66/2            | 82/3     | 82/2           | 74/1       | 72/1                   | <b>9</b>  | <b>2</b> |
| <b>Analytica</b>                           | 36/3            | 83/2     | 74/3           | 73/2       | 43/3                   | <b>13</b> | <b>3</b> |

- Following the initial ranking, the evaluation committee concluded and was unanimous in their decision to make a recommendation to the City Commission to approve the ranking and award the contract to Raftelis Financial Consultant, Inc.
- Reference checks were conducted on Raftelis Financial Consultant, Inc. and revealed positive ratings.

In summary, Raftelis Financial Consultant, Inc. is the number one (1) ranked Offeror. Therefore, Staff recommends the award of this contract to Raftelis Financial Consultant, Inc.

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

Att: Tabulation Sheet, Tabulation Summary, Bid Summary, Recommended Offeror's Submittal, Vendor References – Check List, Scope of Services

|        |                                                                                                                                                                                                                                                                                          |     |     | Raftelis Financial Consultants, Inc. |             | Management Partners, Inc. |             | Analytica (Herbert A. Marlowe, Jr.) |             |
|--------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-----|--------------------------------------|-------------|---------------------------|-------------|-------------------------------------|-------------|
|        |                                                                                                                                                                                                                                                                                          |     |     | Total Price                          | \$67,500.00 | Total Price               | \$68,500.00 | Total Price                         | \$70,250.00 |
| Line # | Description                                                                                                                                                                                                                                                                              | QTY | UOM | Unit                                 | Extended    | Unit                      | Extended    | Unit                                | Extended    |
| 1      | Fee proposal shall consist of an all-inclusive lump sum price for the strategic planning engagement proposed from start to final report deliverable (direct labor costs, indirect costs, profit, travel expenses, and not to exceed amount for the work described in the scope of work). | 1   |     |                                      |             |                           |             |                                     |             |
|        |                                                                                                                                                                                                                                                                                          |     |     | <u>\$67,500.00</u>                   | \$67,500.00 | \$68,500.00               | \$68,500.00 | \$70,000.00                         | \$70,000.00 |
| 2      | Proposed hourly rate for post-deliverable on an as-needed basis for services.                                                                                                                                                                                                            | 1   | hr  |                                      |             |                           |             | <u>\$250.00</u>                     | \$250.00    |

|                          |                                                  |                     |                             |
|--------------------------|--------------------------------------------------|---------------------|-----------------------------|
| <b>Event Number</b>      | 20-22-IG                                         | <b>Organization</b> | City of Deerfield Beach     |
| <b>Event Title</b>       | Strategic Planning & Visioning Services          | <b>Workgroup</b>    | Purchasing Dept.            |
| <b>Event Description</b> | The City of Deerfield Beach (City) is soliciting | <b>Event Owner</b>  | Ivelsa Guzman               |
| <b>Event Type</b>        | RFP                                              | <b>Email</b>        | iguzman@deerfield-beach.com |
| <b>Issue Date</b>        | 1/27/2020 11:42:45 AM (ET)                       | <b>Phone</b>        | (954) 480-4486              |
| <b>Close Date</b>        | 2/18/2020 11:00:00 AM (ET)                       | <b>Fax</b>          | (954) 480-4388              |

| Responding Supplier                            | City       | State | Response Submitted         | Lines Responded | Response Total |
|------------------------------------------------|------------|-------|----------------------------|-----------------|----------------|
| Raftelis Financial Consultants, Ir Casselberry |            | FL    | 2/17/2020 02:19:25 PM (ET) | 1               | \$67,500.00    |
| Management Partners, Inc.                      | Cincinnati | OH    | 2/18/2020 09:51:05 AM (ET) | 1               | \$68,500.00    |
| Analytica (Herbert A. Marlowe, . Newberry      |            | FL    | 2/16/2020 04:48:13 PM (ET) | 2               | \$70,250.00    |

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

# The City of Deerfield Beach, FL

## Bid Summary

### Bid Information

**Bid Creator** Ivelsa Guzman Purchasing Manager  
**Email** iguzman@deerfield-beach.com  
**Phone** (954) 480-4486  
**Fax** (954) 480-4388  
  
**Bid Number** 20-22-IG  
**Title** Strategic Planning & Visioning Services  
**Bid Type** RFP  
**Issue Date** 1/27/2020 11:42 AM (ET)  
**Close Date** 2/18/2020 11:00:00 AM (ET)

### Contact Information

**Address** 401 SW 4th St.  
 Deerfield Beach, FL 33441  
  
**Contact**  
**Department** Purchasing Division  
**Building** A  
**Floor/Room** 2nd  
**Telephone** 954 (480) 4380  
**Fax** 954 (480) 4388  
**Email**

### Ship to Information

**Address**  
  
**Contact**  
**Department**  
**Building**  
**Floor/Room**  
**Telephone**  
**Fax**  
**Email**

### Invited Suppliers

| Supplier Name                                                                         | Contact Name     | City, State              | Invitation Email                                    | Invite Type |
|---------------------------------------------------------------------------------------|------------------|--------------------------|-----------------------------------------------------|-------------|
| the champion services group inc                                                       | James Champion   | Miami, FL                | jchampion@csgway.com                                | Manual      |
| 24-7 Consulting, LLC                                                                  | Mellisa McColley | Tallahassee, FL          | Corporate@247ConsultingLLC.com                      | Auto        |
| 300 Engineering Group, P.A.                                                           |                  | Miami, FL                | fatorrealba@300engineering.com                      | Auto        |
| ABACO Engineering, Inc.                                                               | Azita Behmardi   | Parkland, FL             | abehmardi@abacoengineering.com                      | Auto        |
| Advanced Enviro Systems                                                               | Ninette Warren   | Chester, PA              | nwarren@advenviro.com                               | Auto        |
| AIP US, LLC                                                                           | Min Wang         | Miami, FL                | mwang@aip-us.com                                    | Auto        |
| Alpha1 Staffing/Search Firm, LLC (Alpha1 Staffing)                                    | Garrie Harris    | Miramar, FL              | gharris@alpha1staffing.com                          | Auto        |
| American Toner & Ink Corp.                                                            | Freddy Acero     | Pompano Beach, FL        | freddy@amertoner.com                                | Auto        |
| Analytica (Herbert A. Marlowe, Jr.)                                                   | Herb Marlowe     | Newberry, FL             | HMarlowe@aol.com                                    | Auto        |
| Automated Merchant Systems                                                            | Nancy Murphy     | Altamonte Springs, FL    | nmurphy@automatedmerchant.com                       | Auto        |
| BAND (Broward Alliance for Neighborhood Development)                                  |                  | Ft. Lauderdale, FL       | bdeese@bandflorida.org                              | Auto        |
| Becker Poliakoff                                                                      |                  | Fort Lauderdale, FL      | nschiller@bplegal.com                               | Auto        |
| Bessolo Design Group, Inc.                                                            | Linda Szymanski  | St. Petersburg, FL       | officemanager@bessolo.com;<br>marketing@bessolo.com | Auto        |
| Black Bidly, Incorporated                                                             | Freddy L Scott   | Sunrise, FL              | freddyscott@bellsouth.net                           | Auto        |
| BRILLIANT MINDS STRATEGIES, INC.                                                      | TINA M. WHITE    | RIVIERA BEACH, FL        | tinabrilliantminds@comcast.net                      | Auto        |
| Brown and Caldwell                                                                    | Robbin Kilgore   | Maitland, FL             | rkilgore@brwncald.com                               | Auto        |
| Bryant Miller Olive P.A.                                                              |                  | Tallahassee, FL          | RFP@bmlaw.com                                       | Auto        |
| Calvin, Giordano & Associates, Inc.                                                   | Victoria Mims    | Fort Lauderdale, FL      | rbanks@cgasolutions.com;<br>vmims@cgasolutions.com  | Auto        |
| Calvin, Giordano & Associates, Inc.                                                   |                  | Fort Lauderdale, FL      | seichner@cgasolutions.com                           | Auto        |
| Capital Access, Inc.                                                                  | Jeremey Newberg  | Philadelphia, PA         | jn@capitalaccessinc.com                             | Auto        |
| Carrington and Carrington, Ltd.                                                       | Kevin Neal       | Chicago, IL              | kevinneal@nealphillipsinc.com                       | Auto        |
| Caulfield & Wheeler, Inc                                                              | Andrew Beckwith  | Boca Raton, FL           | andrew@cwiasoc.com                                  | Auto        |
| CDM Smith Inc.                                                                        | Jennie Pierson   | Boston, MA               | piersonjl@cdmsmith.com                              | Auto        |
| Claude B Seltzer & Associates, Inc.                                                   | Claude B Seltzer | Sunrise, FL              | CSeltzer@SeltzerAssociates.net                      | Auto        |
| CMA Enterprise Incorporated dba The Breakthru Institute (CMA Enterprise Incorporated) | Gail Birks       | FORT LAUDERDALE, FL      | gail@cma-ent.com                                    | Auto        |
| Coastal Protection Engineering LLC                                                    | Lauren Floyd     | Boca Raton, FL           | lfloyd@coastalprotectioneng.com                     | Auto        |
| Coastal Risk (Coastal Risk Consulting LLC)                                            | Rajiv Krishnan   | Plantation, FL           | rajiv.krishnan@coastalriskconsulting.com            | Auto        |
| Cody & Associates, Inc.                                                               | Linda Bunting    | Cocoa Beach, FL          | lbunting@codyassociates.org                         | Auto        |
| Colin Baenziger & Associates (Colun Baenziger)                                        | Colin Baenziger  | Daytona Beach Shores, FL | Colin@cb-asso.com                                   | Auto        |
| Colin Baenziger & Associates (Colin Baenziger)                                        | Colin Baenziger  | Daytona Beach Shores, FL | Lynelle@cb-asso.com                                 | Auto        |
| Concentric Energy Advisors                                                            |                  | Marlborough, MA          | apodedworny@ceadvisors.com                          | Auto        |
| ConstructConnect (iSqFt, Inc.)                                                        |                  | Cincinnati, OH           | content@constructconnect.com                        | Auto        |
| Counseling Services Associates                                                        | Kim Scheft       | Delray Beach, FL         | Counselingservicesassoc@gmail.com                   | Auto        |
| CTC Technology & Energy (Columbia Telecommunications Corporation)                     | Cheryl Johnson   | Kensington, MD           | cjohnson@ctcnet.us                                  | Auto        |
| D&J Enterprises, Inc.                                                                 | Jason Sanders    | Auburn, AL               | djstorm4@gmail.com                                  | Auto        |



|                                                                                     |                          |                       |                                                                |      |
|-------------------------------------------------------------------------------------|--------------------------|-----------------------|----------------------------------------------------------------|------|
| DCG Corplan Consulting LLC                                                          | Bruce M. Hoch            | West Orange, NJ       | bmhoch@dcgcorplan.com                                          | Auto |
| Denison Parking                                                                     | Jeff Lantz               | Pompano Beach, FL     | Jlantz@denisonparking.com                                      | Auto |
| Elegant Enterprise Wide Solutions Inc.                                              | Priyanka Arora           | Chantilly, VA         | bids@elegantsolutions.us                                       | Auto |
| Empire Waste and Logistics Consultants, LLC                                         | Damon Stinson            | Miami, FL             | empirewastelogistics@gmail.com                                 | Auto |
| Engenuity Group Inc.                                                                | Bradley Jackson          | West Palm Beach, FL   | bjackson@engenuitygroup.com                                    | Auto |
| Environmental Financial Group, Inc.                                                 | Scott Harder             | Chicago, IL           | seharder@efg.com                                               | Auto |
| EPAC Environmental Services, Inc.                                                   | Stephanie Voris          | Pompano Beach, FL     | svoris@epacinc.com                                             | Auto |
| Evergreen Solutions, LLC                                                            | Kelly Tucker             | Tallahassee, FL       | kelly@consultevergreen.com                                     | Auto |
| Excergy Corporation                                                                 |                          | Denver, CO            | mdavis@excergy.com                                             | Auto |
| Expert Center LLC                                                                   | Sofya Bodzin             | North Miami Beach, FL | contracts@expertcenter.us                                      | Auto |
| Facillitee, Inc.                                                                    | Damien Condo             | North Palm Beach, FL  | dcondo@facillitee.com                                          | Auto |
| First Choice Research and Investigations, LLC dba First Choice Background Screening |                          | Davie, FL             | sales@firstchoicebackground.com                                | Auto |
| FIU, Metropolitan Center (Florida International University)                         | Robert Gutierrez         | Miami, FL             | murrayn@fiu.edu                                                | Auto |
| Florida Housing Coalition                                                           | Johnitta Wells           | Tallahassee, FL       | info@flhousing.org                                             | Auto |
| GHD Inc.                                                                            | Craig J. Kruempel        | Wellington, FL        | Craig.Kruempel@ghd.com;<br>Maura.Kenny@GHD.com                 | Auto |
| Gold Tree Development Group LLC                                                     | John K. Tanner           | MIAMI, FL             | GoldTreeDev@gmail.com                                          | Auto |
| GovHR USA (Voorhees Associates)                                                     | Heidi Voorhees           | Northbrook, IL        | info@govhrusa.com                                              | Auto |
| Greg Brewton And Associates, Inc                                                    | Greg Brewton             | Southwest Ranches, FL | gbrewton77@gmail.com                                           | Auto |
| Haks Engineers, Architects and Land Surveyors, P.C.                                 | Ody Bermudez             | Miami Lakes, FL       | obermudez@haks.net                                             | Auto |
| Hazen and Sawyer, PC                                                                | Julie Forgione           | Hollywood, FL, FL     |                                                                | Auto |
| HBL Resources, Inc.                                                                 | Lisa Perez               | Miramar, FL           | southeastmarketing@hazenandsawyer.com<br>lisa@hblresources.com | Auto |
| Hope Foundation & Consulting Services                                               | Storm McCullough         | FORT LAUDERDALE, FL   | hope.fcs@gmail.com                                             | Auto |
| HR Compensation Consultants, LLC                                                    | Katherine Busch          | Boynton Beach, FL     | katiebusch@hrcompconsultants.com                               | Auto |
| HR&A Advisors                                                                       | Natalie Sandoval         | New York, NY          | marketing@hraadvisors.com                                      | Auto |
| HRT Construction Group                                                              | William Hall             | miramar, FL           | hrtconstructiongroup@gmail.com                                 | Auto |
| In Focus Mobility                                                                   | JoAnne Chalom            | Coral Springs, FL     | jchalom@infocusmobility.com                                    | Auto |
| Infrastructure Power Systems (IPS Cooling & Power)                                  | Jose Astacio             | Orlando, FL           | jastacio@infrastructurepower.net                               | Auto |
| Insight Global                                                                      |                          | Atlanta, GA           |                                                                | Auto |
| iPhone and iPad Warehouse                                                           | Brian Farrell            | North Miami Beach, FL | alexandra.carpenter@insightglobal.com<br>brian@ppwstores.com   | Auto |
| J & E Construction                                                                  | Jorge Guinovart          | Miami, FL             | jorge@jeconstruct.com                                          | Auto |
| Jeffrey Donohoe Associates LLC                                                      | Jeff Donohoe             | Manchester, NH        | jeff@teamdonohoe.com                                           | Auto |
| JLA Geosciences, Inc.                                                               | Julia Pavlock            | Jupiter, FL           | jpavlock@jlageosciences.com                                    | Auto |
| Kaplan Early Learning Company                                                       | Terry Floyd              | Lewisville, NC        | bids@kaplanco.com                                              | Auto |
| KCI Technologies, Inc.                                                              | Rene Azcarreta           | Fort Lauderdale, FL   | rene.azcarreta@kci.com                                         | Auto |
| Kessler Consulting, Inc.                                                            | Mitch Kessler            | Tampa, FL             | mk@kesconsult.com                                              | Auto |
| Lambert Advisory LLC                                                                | Eric Liff                | Miami, FL             | eliff@lambertadvisory.com                                      | Auto |
| Langan Engineering and Environmental Services, Inc.                                 | Cristina M. Gonzalez, PE | Miami Lakes, FL       | glorenzo@langan.com                                            | Auto |
| M.D. Stewart & Associates, Inc.                                                     | Dr. Miya Burt-Stewart    | Hollywood, FL         | miya@mdstewassociates.com                                      | Auto |
| Management Advisory Group International, Inc.                                       | Donald Long              | Woodbridge, VA        | don@maginc.org                                                 | Auto |
| Management Partners, Inc.                                                           | Kevin Knutson            | Cincinnati, OH        | bids@managementpartners.com                                    | Auto |
| Master Consulting Engineers, Inc.                                                   | Armando Castellon, Pe    | Tampa, FL             |                                                                | Auto |
| Mathews Consulting, a Baxter & Woodman Company (Baxter & Woodman, Inc.)             | Joe Kenney               | Fort Lauderdale, FL   | MARKETING@MCENGINEERS.COM<br>marketing@baxterwoodman.com       | Auto |
| MDW Group, Inc                                                                      | Claudia Eguiguren        | Hollywood, FL         | claudia@miamidigitalworld.com                                  | Auto |
| Meehan Burton Associates (Scott Burton)                                             | MaryBeth Burton          | Lake Worth, FL        | meehanburton@gmail.com                                         | Auto |
| MGT of America, Inc.                                                                | Shannon Blakey           | Tallahassee, FL       | rcvrfp@mgtamer.com                                             | Auto |
| Mitaja Corporation                                                                  | Sandeep Gupta            | Fulton, MD            | governmentsales@mitajacorp.com                                 | Auto |
| MNC Ltd. (Martin Newby Consulting Ltd.)                                             |                          | Calgary, AB           | mnc@mnci.ca                                                    | Auto |
| Motre Co LLC                                                                        |                          | Royal Palm Beach, FL  | llawr17@gmail.com                                              | Auto |
| MSW Consultants (MidAtlantic Solid Waste Consultants)                               | Lauren Hayman            | Orlando, FL           | jculbertson@mswconsultants.com                                 | Auto |
| Municipal Solutions (Municipal Solutions llc)                                       | David Evertsen           | Goodyear, AZ          | devertsen@municipalsolutions.org                               | Auto |
| Munilytics (Christopher Wallace)                                                    | Christopher Wallace      | Davie, FL             | munilytics@mac.com                                             | Auto |

|                                                       |                     |                             |                                        |      |
|-------------------------------------------------------|---------------------|-----------------------------|----------------------------------------|------|
| Neumeric Technologies Corporation<br>(Sudheer Gaddam) |                     | Wessterville, OH            | projects@ntc-us.com                    | Auto |
| Newkirk Engineering Inc.                              |                     | ORMOND BEACH, FL            | info@newkirk-engineering.com           | Auto |
| Norman E. Taylor & Associates, LLC                    | Norman E. Taylor    | Pembroke Pines, FL          | netaylor@netallc.com                   | Auto |
| OESBD                                                 |                     | Fort Lauderdale, FL         | pdanberg@broward.org                   | Auto |
| Paramount Engineeringgroup                            | Peter Karekos       | Boca Raton, FL              | Paramountengineeringgroup@AOL.com      | Auto |
| Patrick Chery International                           | Patrick Chery       | North Miami Beach, FL       | patrickchery@johnmaxwellgroup.com      | Auto |
| PE Services LLC                                       | Patricia Valencia   | PEMBROKE PINES, FL          | pvalencia@peservicesllc.com            | Auto |
| Peace of Mind Billing LLC                             | Jill Oldaker        | Peachtree Corners, GA       | jill@pombllc.com                       | Auto |
| Pistorino & Alam Consulting Engineers,<br>Inc.        | Nasir M. Alam       | Miami, FL                   | Nalam@pamiami.com                      | Auto |
| PLACE Planning & Design, Inc.                         | Corey W. O'Gorman   | North Palm Beach, FL        | corey@placepnd.com                     | Auto |
| PMG Associates, Inc.                                  | Kathleen Gonot      | Deerfield Beach, FL         | kathy@pmgaecon.com                     | Auto |
| ProSys Information Systems, Inc.                      | mike bouis          | Norcross, GA                | mike.bouis@Prosysis.com                | Auto |
| Public Sourcing Research and Consulting,<br>LLC       | Tom Blaine          | Kissimmee, FL               | blaine-pprc@earthlink.net              | Auto |
| Q-Q Research Consultants, LLC                         | Sandra Williams     | Pembroke Pines, FL          | admin@qqresearchconsultants.com        | Auto |
| Quest Corporation of America, Inc.                    | Sharlene Lairscey   | Land O' Lakes, FL           | vendor@qcausa.com                      | Auto |
| Raftelis Financial Consultants, Inc.                  | Tony Hairston       | Casselberry, FL             | dgeorge@raftelis.com                   | Auto |
| Rebuild-it Services Group (652211)                    | john lull           | midvale, UT                 | jlull@rebuild-it.com                   | Auto |
| Redevelopment Management Associates                   | Alicia Alleyne      | Pompano Beach, FL           | allison@rma.us.com                     | Auto |
| SAFEbuilt (SAFEbuilt, LLC)                            | Sharon              | Loveland, CO                | anguyen@safebuilt.com                  | Auto |
| Sarma (San Antonio Retail Merchant<br>Association)    | Janet Curtis        | San Antonio, TX             | jcurtis@sarma.com                      | Auto |
| Seguin, Texas                                         | Jeffrey C Beard Sr  | Seguin, TX                  | jeff@jbsafetyintl.com                  | Auto |
| Senryo, Inc.                                          |                     | Naperville, IL              | procure@senryo.com                     | Auto |
| SGM Engineering, Inc                                  | Natalie Keister     | Orlando, FL                 | natalie@sgmengineering.com             | Auto |
| Slattery & Associates Architects                      | Robert Halula       | Boca Raton, FL              | bobh@slatteryarchitects.com            | Auto |
| SNJ Muniservices, LLC                                 | Sheila Jones        | Orlando, FL                 | snjmuniservices@gmail.com              | Auto |
| SoFI Corproation                                      | Theresa             | Fort LAuderdale, FL         | tigoe@jiarchitects.com                 | Auto |
| Solid Builders Construction Company                   | Christopher Keltz   | Pembroke Pines, FL          | chrisk@solidbuildersconstruction.com   | Auto |
| Sounetu LLP (Sounetu Consulting Group)                | Magdala Randolphe   | Fort Lauderdale, FL         | mrandolphe@sounetu.com                 | Auto |
| Springsted   Waters                                   |                     | Addison, TX                 | rfp@waters-company.com                 | Auto |
| Springsted Incorporated                               | Sunny Larsen        | Mechanicsville, VA          | rfp@springsted.com                     | Auto |
| Staffactory, LLC. (Chiraz Kelly)                      | Chiraz Kelly        | Los Angeles, CA             | presales@staffactory.com               | Auto |
| Strategic Information Analysis Inc.<br>(StratInfo)    | Manuel Lasaga       | Miami, FL                   | mlasaga@stratinfo.com                  | Auto |
| Strategic Marketing, Inc                              | Victoria Kroell     | Palm Beach Gardens, FL      | vkroell@thinkstrategic.com             | Auto |
| Strategic Planning Group, Inc.                        | Robert Gray         | Ponte Vedra Beach, FL       | rgray@spginc.org                       | Auto |
| StrategySmith, P.A.                                   |                     | Fort Lauderdale, FL         | gsmith@strategysmith.com               | Auto |
| TAJ Realty (TAJ, LLC)                                 | Teneshia Taylor     | Davie, FL                   | ttaylor@tajrealtyonline.com            | Auto |
| Tech Army, LLC                                        |                     | Hollywood, FL               | aignacio@techarmy.com                  | Auto |
| The Aditu Agency                                      | Megan Aderele       | Deerfield Beach, FL         | info@theadituagency.com                | Auto |
| The ARI Group                                         | John X Rumore       | SADDLEBROOK, NJ             | Jrumore@the-arigroup.com               | Auto |
| The Avanti Company                                    | Eric Corey          | Avon Park, FL               | ecorey@avanticompany.com               | Auto |
| The EFCA Group, LLC                                   | Emerson Brown       | Miami, FL                   | emerson_bia@msn.com                    | Auto |
| The Mercer Group, Inc.                                | W D Higginbotham Jr | Daytona Beach Shores,<br>FL | WDHiggin@mercergroupinc.com            | Auto |
| The Millionaire Portfolio Group LLC                   | Shalita Hunter      | Hillsboro Beach, FL         | lita@themillionaireportfoliogroup.com  | Auto |
| The Mosaic Group (Upscale Events by<br>Mosaic)        | Sophia Nelson       | West Palm Beach, FL         | rdiehl@upscalebymosaic.com             | Auto |
| The Riseling Group, LLC                               | Jerald J Jansen     | Mesa, AZ                    | sue@riselinggroup.com                  | Auto |
| The Segal Company                                     | Herbert Afful       | Washington, DC              | hafful@segalco.com                     | Auto |
| The Spearhead Group, Inc.                             | Vikki MCCullough    | Houston, TX                 | melissap@spearheadgroup.com            | Auto |
| Total Employee Sourcing                               | William Riley       | Chapin, SC                  | williamriley@totalemployeesourcing.com | Auto |
| Total Municipal Solutions, Inc.                       | Raj Verma           | Davie, FL                   | Rajvdavie@gmail.com                    | Auto |
| Tracer Electronics LLC                                | Robert L. O'Harold  | Lebanon, TN                 | roharold@tracerelectronicsllc.com      | Auto |
| Triton Creative Corporation                           | Paulo Amaral        | Deerfield Beach, FL         | paulo@tritoncreative.com               | Auto |
| Unify Health Services, LLC                            | Jill Baxter         | Jacksonville, FL            | kelly@unifyhs.com                      | Auto |
| URBANOMICS, Inc.                                      | Kenneth H Creveling | Ponte Vedra Beach, FL       | urbanomicsinc@aol.com                  | Auto |
| US IT Solutions, Inc.                                 |                     | Santa Clara, CA             | state.rfp@usitsol.com                  | Auto |
| Utility Compliance Inc.                               | Sheldon Primus      | Port St. Lucie, FL          | sheldon@utilitycompliance.com          | Auto |

|                                                   |                           |                     |                                      |      |
|---------------------------------------------------|---------------------------|---------------------|--------------------------------------|------|
| Vantage Energy Consulting LLC                     | Jean Gormley              | Cudjoe Key, FL      | jgormley@vantageenergyconsulting.com | Auto |
| VirtuIT Systems, Inc.                             | Fred Gibbons              | Nanuet, NY          | fgibbons@virtuitsystems.com          | Auto |
| Vitaver Staffing (Vitaver & Associates, Inc.)     | Pablo Vitaver             | Fort Lauderdale, FL | registrations@vitaver.com            | Auto |
| W Mack and Associates, Inc                        | Dr. Wilhelmena Mack       | Lauderhill, FL      | drwmack@wmackassoc.net               | Auto |
| Water I.T. (Water I.T., LLC)                      | Antonio Cabrera           | Medley, FL          | antonio.cabrera@waterit.net          | Auto |
| Witt O'Brien's, LLC                               | Contracts and Compliances | Washington, DC      | vendors@wittobriens.com              | Auto |
| Wood Environment & Infrastructure Solutions, Inc. |                           | Alpharetta, GA      | floridamarketing@woodplc.com         | Auto |

## External Invitations

| Invite Date             | Email                            | Status          |
|-------------------------|----------------------------------|-----------------|
| 1/27/2020 11:42 AM (ET) | c.cervantesq@kshasesores.com     | Invitation Sent |
| 1/27/2020 11:42 AM (ET) | david@future-iq.com              | Invitation Sent |
| 1/27/2020 11:42 AM (ET) | info@aimconsultingco.com         | Invitation Sent |
| 1/27/2020 11:42 AM (ET) | bmiller@managementpartners.com   | Invitation Sent |
| 1/27/2020 11:42 AM (ET) | mhicks@mgtconsulting.com         | Invitation Sent |
| 1/27/2020 11:42 AM (ET) | connect@mpowr.com                | Invitation Sent |
| 1/27/2020 11:42 AM (ET) | cynthia.waisner@wefacilitate.com | Invitation Sent |
| 1/27/2020 11:42 AM (ET) | sheryl@sheryltrent.com           | Invitation Sent |
| 1/27/2020 11:42 AM (ET) | jreed@strategyfirstinc.com       | Invitation Sent |
| 1/27/2020 11:42 AM (ET) | solutions@milliken.com           | Invitation Sent |
| 1/27/2020 11:42 AM (ET) | chris@rma.us.com                 | Invitation Sent |
| 1/27/2020 11:42 AM (ET) | info@strategyn.com               | Invitation Sent |
| 1/27/2020 11:42 AM (ET) | cestremera@strategyarts.com      | Invitation Sent |
| 1/27/2020 11:42 AM (ET) | sumekassoc@gmail.com             | Invitation Sent |
| 1/27/2020 11:42 AM (ET) | jchampion@csgway.com             | Activated       |

## Bid Notes

The City of Deerfield Beach (City) is soliciting sealed responses from an experienced and qualified individual(s) or firm to lead a community visioning and strategic planning process.

## Bid Activities

| Date                   | Name                                 | Description                                                                                                                                  |
|------------------------|--------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------|
| 2/5/2019 05:00 PM (ET) | Last Day the City Will Issue Addenda | Addenda will be released via the eProcurement Marketplace when necessitated. This is the last date and time the City will issue an addendum. |

## Bid Messages

## Bid Attachments

The following attachments are associated with this opportunity and will need to be retrieved separately

| #      | Filename                                                                       | Description                                                     |
|--------|--------------------------------------------------------------------------------|-----------------------------------------------------------------|
| Header | RFP 20-22-IG Package R01272020.pdf                                             | RFP Package                                                     |
| Header | 20-22-IG Attachment A - Vendor Performance Ref. Verification Survey Form..docx | Attachment A - Vendor Performance Ref. Verification Survey Form |
| Header | 20-22-IG Attachment B -Draft Contract R01272020.pdf                            | Attachment B -Draft Contract                                    |
| Header | Attachment C - Background Check Affidavit.pdf                                  | Attachment C - Background Check Affidavit                       |
| Header | 20-22-IG Exhibit I -Tentative Schedule of Events.pdf                           | Exhibit I -Tentative Schedule of Events                         |

### Bid Attachments Requested

The following attachments are requested with this opportunity

| #  | Required | Specified Attachment                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|----|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1  | YES      | Executive Summary : Each Offeror must submit an executive summary that identifies the business entity, its background, main office(s), and office location that will service this contract. Identify the officers, principals, supervisory staff and key individuals who will be directly involved with the work and their office locations. The executive summary should also summarize the key elements of the proposal.                                                              |
| 2  | YES      | Experience and Qualifications : Describe the firm's experience and qualifications and experience with government agencies. Include resumes of key individuals and staff. Include the length of time the firm has been in business and the length of time it has been providing the services requested herein, indicate whether Strategic Planning services are your primary service offered. Provide information on how your firm meets or exceeds the minimum qualifications required. |
| 3  | YES      | Operations Plan and Approach : Describe in detail how the required services will be executed. Include information related, but not limited to, operations, management, timeframes and scheduling, communicating with the City, reporting methods, and invoicing.                                                                                                                                                                                                                        |
| 4  | YES      | Comprehensive Scope of Services : Describe the proposed comprehensive scope of services for the City of Deerfield Beach strategic plan to include meetings, process/procedures and the proposed deliverable(s).                                                                                                                                                                                                                                                                         |
| 5  | YES      | Success Stories : Provide at least two (2) and no more than four (4) unique success stories detailing your firms' initiation, implementation, the outcome of the strategic plan for a local government entity.                                                                                                                                                                                                                                                                          |
| 6  | YES      | Planning and Programmatic Documents Samples : Provide samples of planning and programmatic documents for strategic planning sessions and workshops. Include details of how your firm involves key stakeholders in the process such as Deerfield Beach officials, community leaders, and residents.                                                                                                                                                                                      |
| 7  | YES      | Proposed Schedule for Completion : Provide a proposed schedule for completion showing the various phases of the strategic planning process. (The City of Deerfield Beach is targeting a completion date of 2020 in order to have ready for the fiscal year 2022 budget approval season.                                                                                                                                                                                                 |
| 8  | YES      | Distinguished Characteristics : Provide information on the distinguishing characteristics of your firm to include innovations, available resources, creativity, and other key value-adds.                                                                                                                                                                                                                                                                                               |
| 9  | YES      | Proof of Insurability : Provide proof of insurability meeting the minimum insurance requirements stated in the Insurance Requirements. This is typically accomplished by submitting a current and active Certificate of Insurance, a sample (for bidding purposes only) Certificate of Insurance, or a letter from the insurer certifying that the Offeror does have the capacity and capability to obtain the required insurance.                                                      |
| 10 | YES      | Local Business Tax Receipt : Submit a copy of your firms local business tax receipt for the principal place of business.                                                                                                                                                                                                                                                                                                                                                                |
| 11 | NO       | Certified Business Entity (CBE) Certification : Submit a copy of your firm's CBE Certification or your identified subcontractor's CBE Certification if claiming your firm is a CBE pursuant to the City's Disadvantaged Business Enterprise Program. Please reference Section III – General Terms and Conditions, Article 20.                                                                                                                                                           |

- 12 YES Attachment A – Vendor Performance Reference Verification Survey Form : the Vendor Performance Reference Verification Survey Form must be completed by your firm's five Vendor Performance References and must be provided with your Response Attachments.
- 13 YES Project Fee Proposal Breakdown of Costs : 1) Provide any other resources, including in-kind, that will support the proposed project. The number of anticipated hours and burdened rate of the engagement manager and key team members inclusive of all services, expenses, and fees (i.e., Payroll expenses – hours/rate/title, Admin, Overhead, etc.). The estimated level of hours for other staff can be summarized in general categories. 2) Provide information on how you will control project costs to ensure all work is completed within the negotiated budget for the project. 3) Provide at least one other cost proposal that would include fewer tasks or deliverables should the City desire to reduce the total cost for this project, i.e., what work could be eliminated without significantly affecting the end work product.

#### Bid Attributes

| # | Name                         | Note                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Response |
|---|------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| 1 | Electronic Program           | Does your firm utilize and electronic program as an input and tracking tool in order to benchmark the strategic plan initiation and implementations progress? Describe the program/tool and provide screenshot examples                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Required |
| 2 | Drug-Free Workplace Programs | Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In accordance with Florida Statutes, Chapter 287, Section 287.087, Vendor hereby affirms that their business does: (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition. (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations. (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1). (4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction. (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted. (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.<br>Valid Responses: [Please Select], Yes, No | Required |

3 Indemnification

To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold harmless the City, its officers, agents, volunteers, and employees from and against all claims, damages, losses, and expenses, including but not limited to attorney fees, court costs, or other alternative dispute resolution costs arising out of or resulting from the performance of work under this Agreement; provided that any such claims, damages, losses or expenses are attributable to bodily injury, sickness, disease, death, or personal injury, or property damage; but only to the extent caused in whole or in part by the negligent acts, errors, or omissions of the Contractor, Contractor's subcontractor(s), or anyone directly or indirectly employed or hired by Contractor or anyone for whose acts Contractor may be liable, or regardless of whether or not caused in whole or in part by the negligent acts, errors, or omissions of the City its officers, agents, volunteers, or employees, unless such negligent acts, errors, or omissions constitute gross negligence or intentional misconduct. The City reserves the right, but not the obligation, to participate in defense without relieving Contractor of any obligation hereunder. Contractor agrees this indemnity obligation shall survive the completion or termination of the Agreement.

Valid Responses: I Affirm

Required

4 Non-Collusive Affirmation

1. Vendor is an authorized Owner, Partner, Officer, Representative, or Agent of the business entity submitting a response to the subject solicitation; 2. Vendor is fully informed respecting the preparation and contents of the response and of all pertinent circumstances respecting such response; 3. Such response is genuine and is not a collusive or sham response; 4. Neither the vendor nor any of its Officers, Partners, Owners, Agents, Representatives, Employees or Parties in interest, including this affirrant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other vendor, firm, or person to submit a collusive or sham response in connection with the work for which the response has been submitted; or to refrain from submitting a response in connection with such work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with a vendor, firm or person to fix the price or prices in the attached response or of any other vendor, or to fix an overhead, profit, or cost elements of the submitted price(s) or the submitted price(s) of any other vendor, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work; 5. The price or prices quoted in the response are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the vendor or any other of its agents, representatives, owners, employees or parties in interest, including this affirrant.

Valid Responses: I Affirm

Required



|                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                 |
|---------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|
| <p>5 Convicted / Suspended / Discriminatory / Complaints Vendor Lists</p> | <p>An Offeror who is on any of the following lists is ineligible for award of the contract, and may not submit a response. A response submitted by an Offeror that is on any of these lists shall be rejected without further consideration. A person or affiliate who was placed on the convicted offenders list following a conviction of a public entity crime may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in F.S. § 287.017 for category two for a period of 36 months following the date of being placed on the convicted vendor list. FLORIDA DEPARTMENT OF MANAGEMENT SERVICES: Convicted Vendor List [pursuant to Section 287.133(3)(d), Florida Statutes] Suspended Vendor List (pursuant to Rule 60A-1.006, Florida Administrative Code) Discriminatory Vendor List Federal Excluded Parties List [pursuant to Sections 287.057(1), (2) and (3), Florida Statutes, and Rule 60A-1.006(1), Florida Administrative Code. Vendor Complaint List (end list) Offeror affirms that they are not one any of these lists (Convicted Vendor List, Suspended Vendor List, Discriminatory Vendor List, Federal Excluded Parties List, Vendor Complaint List). and that no action or inaction has been taken to warrant inclusion on any of these lists.</p> <p>Valid Responses: I affirm</p> | <p>Required</p> |
| <p>6 Local Vendor Affirmation</p>                                         | <p>1. Vendor affirms it has a principal place of business located within the City of Deerfield Beach for a period of at least one year prior to the date of the release of this solicitation as evidenced by a local business tax receipt. VENDOR SHALL ATTACH LOCAL BUSINESS TAX RECEIPT TO THE RESPONSE. 2. Vendor further affirms it has not had a history within the prior five (5) years of non-performance, delinquent fees, liens, or code violations.</p> <p>Valid Responses: [Please Select], I am a local vendor with no derogatory history, I am a local vendor but have a derogatory history, I am not a local vendor.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <p>Required</p> |
| <p>7 Certified Business Entity Affirmation</p>                            | <p>1. Vendor affirms it or one of its named subcontractors performing at least 50 % of the work to be performed is a Disadvantaged Business Enterprise as evidenced by a Certified Business Entity Certificate. If meeting the SDBE goal through the use of a subcontractors, Offeror must provide a detailed explanation of the type of work to be performed by those subcontractors and how the work equates to 50% or more of the work. VENDOR SHALL ATTACH CBE CERTIFICATION DOCUMENTATION FOR EACH NAMED TO THE RESPONSE TO THIS SOLICITATION. Please reference Section III – General Terms and Conditions, Article 20 for list of acceptable certifying organizations. 2. Vendor further affirms it has not had a history within the prior five (5) years of non-performance, delinquent fees, liens, or code violations.</p> <p>Valid Responses: [Please Select], I am a DBE with no derogatory history , I am a DBE but I have a derogatory history , I am not a Disadvantaged Business Entity</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <p>Required</p> |

|    |                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |          |
|----|-------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| 8  | Ethics Code Disclosure                          | <p>Pursuant to Section 2-505 Chapter 2, Article IX, Known as the City of Deerfield Beach Ethics Code, any applicant for a land use change or development permit requiring approval of the City Commission or any person/entity seeking a City agreement through an Invitation to Bid, request for qualifications or sealed bids process must provide the following information: a. Include a listing of all campaign contributions to a city commissioner in the past four (4) years, as well as contributions of all officers, directors, shareholders of a corporation (if the applicant is a corporation) or partners (if the applicant is a partnership), or members whether generally or limited (if it's a limited liability company): b. Disclose all those items that a regulated officer is required to disclose concerning any conflict, whether actionable or non-actionable: c. Disclose any action that is a violation of this Ethics Code by a regulated officer with the applicant and/or applicant's agents, and what was done to rectify the violation: If ANY OF THE ABOVE ARE APPLICABLE, ATTACH TO THE RESPONSE ALL NECESSARY AND RELEVANT INFORMATION AND DOCUMENTATION AS INDICATED IN EACH STATEMENT (a., b., and c.)</p> <p>Valid Responses: [Please Select], Not Applicable, At least one of the statements is applicable</p> | Required |
| 9  | Criminal Litigation History                     | <p>Does your firm, any principals, staff, employees, or subcontractors who will be assigned to this contract have a conviction or a plea of nolo contendere, regardless of when the plea or conviction occurred, which includes a felony or misdemeanor involving terrorist behavior, violence, use of a dangerous weapon, crimes of moral turpitude or breach of trust/fiduciary responsibility or which raises concerns about building, system, or personal security or is otherwise a job-related crime? If so please provide details?</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Required |
| 10 | Conflicts of Interest                           | <p>Offeror affirms that they read and understand Florida Statute 112.313, Standards of conduct for public officers, employees of agencies, and local government attorneys. For purposes of determining any possible conflicts of interest, all respondents must disclose if any City of Deerfield Beach employee is also an owner, or employee of their business. If yes, give person(s) names(s) and position(s) and you must file a statement with the Supervisor of Elections, pursuant to Florida Statutes 112.313 with your business.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Required |
| 11 | Completing the Statements of Qualification      | <p>All statements and questions require a response and shall be completed as required. Should a statement or question not apply, "not applicable", "none", or a similar statement is sufficient.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Display  |
| 12 | Individuals with legal authority to contract    | <p>In this section include the name and title of each corporate officer, principal, partner, member, or individual, depending on the business structure, with the legal authority to contractually bind the business. IF THE RESPONSE IS BEING SUBMITTED BY ANYONE OTHER THAN THOSE LISTED, PROVIDE EVIDENCE OF DELEGATED AUTHORITY ON COMPANY LETTERHEAD AND ATTACH SAID EVIDENCE TO THIS RESPONSE.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Required |
| 13 | Compliance with Florida Factitious Name Statute | <p>If you are operating under a factitious name attach evidence of compliance with the Florida Factitious Name Statute, FL Statute 865.09, to this response.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Display  |
| 14 | Former Business Names                           | <p>Under what other former names has your organization or principals holding at least 30% interest operated?</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Required |

|    |                                     |                                                                                                                                                                                                                                                                                             |          |
|----|-------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| 15 | Years of Experience                 | How many years has your company been in business providing the products and services that are subject to this solicitation?                                                                                                                                                                 | Required |
| 16 | Licenses and Certifications         | I have attached to this response all licenses and certifications required by and relevant to this solicitation and the work to be performed for both the business entity and individuals.<br>Valid Responses: Yes                                                                           | Required |
| 17 | Use of Subcontractors               | Will you be using any subcontractors?<br>Valid Responses: [Please Select], Yes, No                                                                                                                                                                                                          | Required |
| 18 | List of Subcontractors              | If using subcontractors state the name of the subcontractor(s), individuals who will perform the work, what work or tasks they will perform, what percentage of work they will perform, and if they are a CBE for the purposes of meeting the City's Disadvantaged Business Entity Program. | Required |
| 19 | Default and Non-Performance History | Have you ever been found in default of a contract, failed to complete any work awarded to you, or otherwise been notified of issues of non-performance by a party to any contract with your business? If yes, provide details.                                                              | Required |

#### Line Items

| # | Qty | UOM | Description                                                                                                                                                                                                                                                                              | Response              |
|---|-----|-----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|
| 1 | 1   |     | Fee proposal shall consist of an all-inclusive lump sum price for the strategic planning engagement proposed from start to final report deliverable (direct labor costs, indirect costs, profit, travel expenses, and not to exceed amount for the work described in the scope of work). | Price (Required)      |
| 2 | 1   | hr  | Proposed hourly rate for post-deliverable on an as-needed basis for services.                                                                                                                                                                                                            | Unit Price (Optional) |



**20-22-IG**

**Raftelis Financial Consultants, Inc.  
Supplier Response**

**Event Information**

Number: 20-22-IG  
Title: Strategic Planning & Visioning Services  
Type: Request for Proposals  
Issue Date: 1/27/2020  
Deadline: 2/18/2020 11:00 AM (ET)  
Notes: The City of Deerfield Beach (City) is soliciting sealed responses from an experienced and qualified individual(s) or firm to lead a community visioning and strategic planning process.

**Contact Information**

Address: Purchasing Division  
A

2nd  
401 SW 4th St.  
Deerfield Beach, FL 33441  
Phone: 954 (480) 4380  
Fax: 954 (480) 4388

## Raftelis Financial Consultants, Inc. Information

Contact: Tony Hairston  
Address: 950 S. Winter Park Drive, Suite 240  
Casselberry, FL 32707  
Phone: (407) 960-1809  
Fax: (407) 960-1803  
Toll Free: (888) 462-2604  
Email: dgeorge@raftelis.com

By submitting this Response I affirm I have received, read and agree to the all terms and conditions as set forth herein. I hereby recognize and agree that upon execution by an authorized officer of the City of Deerfield Beach, this Response, together with all documents prepared by or on behalf of the City of Deerfield Beach for this solicitation, and the resulting Contract shall become a binding agreement between the parties for the products and services to be provided in accordance with the terms and conditions set forth herein. I further affirm that all information and documentation contained within this response to be true and correct, and that I have the legal authority to submit this response on behalf of the named Supplier (Offeror).

Valerie Smith

*Signature*

*Submitted at 2/17/2020 1:19:25 PM*

vsmith@thenovakconsultinggroup.com

*Email*

## Requested Attachments

### Executive Summary

Deerfield Beach Strategic Plan Proposal - Executive Summary.pdf

Each Offeror must submit an executive summary that identifies the business entity, its background, main office(s), and office location that will service this contract. Identify the officers, principals, supervisory staff and key individuals who will be directly involved with the work and their office locations. The executive summary should also summarize the key elements of the proposal.

### Experience and Qualifications

Deerfield Beach Strategic Plan Proposal - Experience and Qualifications.pdf

Describe the firm's experience and qualifications and experience with government agencies. Include resumes of key individuals and staff. Include the length of time the firm has been in business and the length of time it has been providing the services requested herein, indicate whether Strategic Planning services are your primary service offered. Provide information on how your firm meets or exceeds the minimum qualifications required.

### Operations Plan and Approach

Deerfield Beach Strategic Plan Proposal - Operations Plan - Comprehensive Scope.pdf

Describe in detail how the required services will be executed. Include information related, but not limited to, operations, management, timeframes and scheduling, communicating with the City, reporting methods, and invoicing.

### Comprehensive Scope of Services

Deerfield Beach Strategic Plan Proposal - Operations Plan - Comprehensive Scope.pdf

Describe the proposed comprehensive scope of services for the City of Deerfield Beach strategic plan to include meetings, process/procedures and the proposed deliverable(s).

### Success Stories

Deerfield Beach Strategic Plan Proposal - Success Stories.pdf

Provide at least two (2) and no more than four (4) unique success stories detailing your firms' initiation, implementation, the outcome of the strategic plan for a local government entity.



## **Planning and Programmatic Documents Samples**

Deerfield Beach Strategic Plan Proposal - Planning and Programmatic Documents Samples.pdf

Provide samples of planning and programmatic documents for strategic planning sessions and workshops. Include details of how your firm involves key stakeholders in the process such as Deerfield Beach officials, community leaders, and residents.

## **Proposed Schedule for Completion**

Deerfield Beach Strategic Plan Proposal - Proposed Schedule for Completion.pdf

Provide a proposed schedule for completion showing the various phases of the strategic planning process. (The City of Deerfield Beach is targeting a completion date of 2020 in order to have ready for the fiscal year 2022 budget approval season.

## **Distinguished Characteristics**

Deerfield Beach Strategic Plan Proposal - Distinguished Characteristics.pdf

Provide information on the distinguishing characteristics of your firm to include innovations, available resources, creativity, and other key value-adds.

## **Proof of Insurability**

Deerfield Beach Strategic Plan Proposal - Proof of Insurability.pdf

Provide proof of insurability meeting the minimum insurance requirements stated in the Insurance Requirements. This is typically accomplished by submitting a current and active Certificate of Insurance, a sample (for bidding purposes only) Certificate of Insurance, or a letter from the insurer certifying that the Offeror does have the capacity and capability to obtain the required insurance.

## **Local Business Tax Receipt**

Deerfield Beach Strategic Plan Proposal - Local Business Tax Receipt.pdf

Submit a copy of your firm's local business tax receipt for the principal place of business.

## **Certified Business Entity (CBE) Certification**

*No response*

Submit a copy of your firm's CBE Certification or your identified subcontractor's CBE Certification if claiming your firm is a CBE pursuant to the City's Disadvantaged Business Enterprise Program. Please reference Section III – General Terms and Conditions, Article 20.

## **Attachment A – Vendor Performance Reference Verification Survey Form**

Deerfield Beach Strategic Plan Proposal - Vendor Performance Reference.pdf

The Vendor Performance Reference Verification Survey Form must be completed by your firm's five Vendor Performance References and must be provided with your Response Attachments.

## **Project Fee Proposal Breakdown of Costs**

Deerfield Beach Strategic Plan Proposal - Project Fee Proposal Breakdown of Costs.pdf

1) Provide any other resources, including in-kind, that will support the proposed project. The number of anticipated hours and burdened rate of the engagement manager and key team members inclusive of all services, expenses, and fees (i.e., Payroll expenses – hours/rate/title, Admin, Overhead, etc.). The estimated level of hours for other staff can be summarized in general categories.

2) Provide information on how you will control project costs to ensure all work is completed within the negotiated budget for the project.

3) Provide at least one other cost proposal that would include fewer tasks or deliverables should the City desire to reduce the total cost for this project, i.e., what work could be eliminated without significantly affecting the end work product.

## Bid Attributes

### 1 Electronic Program

Does your firm utilize an electronic program as an input and tracking tool in order to benchmark the strategic plan initiation and implementations progress? Describe the program/tool and provide screenshot examples

We do not provide this, but we have worked with vendors that we recommend.

### 2 Drug-Free Workplace Programs

Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In accordance with Florida Statutes, Chapter 287, Section 287.087, Vendor hereby affirms that their business does: (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition. (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations. (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1). (4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction. (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted. (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Yes

### 3 Indemnification

To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold harmless the City, its officers, agents, volunteers, and employees from and against all claims, damages, losses, and expenses, including but not limited to attorney fees, court costs, or other alternative dispute resolution costs arising out of or resulting from the performance of work under this Agreement; provided that any such claims, damages, losses or expenses are attributable to bodily injury, sickness, disease, death, or personal injury, or property damage; but only to the extent caused in whole or in part by the negligent acts, errors, or omissions of the Contractor, Contractor's subcontractor(s), or anyone directly or indirectly employed or hired by Contractor or anyone for whose acts Contractor may be liable, or regardless of whether or not caused in whole or in part by the negligent acts, errors, or omissions of the City its officers, agents, volunteers, or employees, unless such negligent acts, errors, or omissions constitute gross negligence or intentional misconduct. The City reserves the right, but not the obligation, to participate in defense without relieving Contractor of any obligation hereunder. Contractor agrees this indemnity obligation shall survive the completion or termination of the Agreement.

Vendor Indemnifies City

**4 Non-Collusive Affirmation**

1. Vendor is an authorized Owner, Partner, Officer, Representative, or Agent of the business entity submitting a response to the subject solicitation; 2. Vendor is fully informed respecting the preparation and contents of the response and of all pertinent circumstances respecting such response; 3. Such response is genuine and is not a collusive or sham response; 4. Neither the vendor nor any of its Officers, Partners, Owners, Agents, Representatives, Employees or Parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other vendor, firm, or person to submit a collusive or sham response in connection with the work for which the response has been submitted; or to refrain from submitting a response in connection with such work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with a vendor, firm or person to fix the price or prices in the attached response or of any other vendor, or to fix an overhead, profit, or cost elements of the submitted price(s) or the submitted price(s) of any other vendor, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work; 5. The price or prices quoted in the response are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the vendor or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Non-Collusion Affirmed

**5 Convicted / Suspended / Discriminatory / Complaints Vendor Lists**

An Offeror who is on any of the following lists is ineligible for award of the contract, and may not submit a response. A response submitted by an Offeror that is on any of these lists shall be rejected without further consideration. A person or affiliate who was placed on the convicted offenders list following a conviction of a public entity crime may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in F.S. § 287.017 for category two for a period of 36 months following the date of being placed on the convicted vendor list. FLORIDA DEPARTMENT OF MANAGEMENT SERVICES: Convicted Vendor List [pursuant to Section 287.133(3)(d), Florida Statutes] Suspended Vendor List (pursuant to Rule 60A-1.006, Florida Administrative Code) Discriminatory Vendor List Federal Excluded Parties List [pursuant to Sections 287.057(1), (2) and (3), Florida Statutes, and Rule 60A-1.006(1), Florida Administrative Code. Vendor Complaint List (end list) Offeror affirms that they are not one any of these lists (Convicted Vendor List, Suspended Vendor List, Discriminatory Vendor List, Federal Excluded Parties List, Vendor Complaint List). and that no action or inaction has been taken to warrant inclusion on any of these lists.

Affirmed

**6 Local Vendor Affirmation**

1. Vendor affirms it has a principal place of business located within the City of Deerfield Beach for a period of at least one year prior to the date of the release of this solicitation as evidenced by a local business tax receipt. VENDOR SHALL ATTACH LOCAL BUSINESS TAX RECEIPT TO THE RESPONSE. 2. Vendor further affirms it has not had a history within the prior five (5) years of non-performance, delinquent fees, liens, or code violations.

I am not a local vendor.

**7 Certified Business Entity Affirmation**

1. Vendor affirms it or one of its named subcontractors performing at least 50 % of the work to be performed is a Disadvantaged Business Enterprise as evidenced by a Certified Business Entity Certificate. If meeting the SDBE goal through the use of a subcontractors, Offeror must provide a detailed explanation of the type of work to be performed by those subcontractors and how the work equates to 50% or more of the work. VENDOR SHALL ATTACH CBE CERTIFICATION DOCUMENTATION FOR EACH NAMED TO THE RESPONSE TO THIS SOLICITATION. Please reference Section III – General Terms and Conditions, Article 20 for list of acceptable certifying organizations. 2. Vendor further affirms it has not had a history within the prior five (5) years of non-performance, delinquent fees, liens, or code violations.

I am not a Disadvantaged Business Entity

**8 Ethics Code Disclosure**

Pursuant to Section 2-505 Chapter 2, Article IX, Known as the City of Deerfield Beach Ethics Code, any applicant for a land use change or development permit requiring approval of the City Commission or any person/entity seeking a City agreement through an Invitation to Bid, request for qualifications or sealed bids process must provide the following information: a. Include a listing of all campaign contributions to a city commissioner in the past four (4) years, as well as contributions of all officers, directors, shareholders of a corporation (if the applicant is a corporation) or partners (if the applicant is a partnership), or members whether generally or limited (if it's a limited liability company): b. Disclose all those items that a regulated officer is required to disclose concerning any conflict, whether actionable or non-actionable: c. Disclose any action that is a violation of this Ethics Code by a regulated officer with the applicant and/or applicant's agents, and what was done to rectify the violation: If ANY OF THE ABOVE ARE APPLICABLE, ATTACH TO THE RESPONSE ALL NECESSARY AND RELEVANT INFORMATION AND DOCUMENTATION AS INDICATED IN EACH STATEMENT (a., b., and c.)

Not Applicable

**9 Criminal Litigation History**

Does your firm, any principals, staff, employees, or subcontractors who will be assigned to this contract have a conviction or a plea of nolo contendere, regardless of when the plea or conviction occurred, which includes a felony or misdemeanor involving terrorist behavior, violence, use of a dangerous weapon, crimes of moral turpitude or breach of trust/fiduciary responsibility or which raises concerns about building, system, or personal security or is otherwise a job-related crime? If so please provide details?

No

**10 Conflicts of Interest**

Offeror affirms that they read and understand Florida Statute 112.313, Standards of conduct for public officers, employees of agencies, and local government attorneys. For purposes of determining any possible conflicts of interest, all respondents must disclose if any City of Deerfield Beach employee is also an owner, or employee of their business. If yes, give person(s) names(s) and position(s) and you must file a statement with the Supervisor of Elections, pursuant to Florida Statutes 112.313 with your business.

No conflicts to disclose

**11 Completing the Statements of Qualification**

All statements and questions require a response and shall be completed as required. Should a statement or question not apply, "not applicable", "none", or a similar statement is sufficient.

**12 Individuals with legal authority to contract**

In this section include the name and title of each corporate officer, principal, partner, member, or individual, depending on the business structure, with the legal authority to contractually bind the business. IF THE RESPONSE IS BEING SUBMITTED BY ANYONE OTHER THAN THOSE LISTED, PROVIDE EVIDENCE OF DELEGATED AUTHORITY ON COMPANY LETTERHEAD AND ATTACH SAID EVIDENCE TO THIS RESPONSE.

Peiffer Brandt, President and CEO; Julia D. Novak, Executive Vice President

**13 Compliance with Florida Factitious Name Statute**

If you are operating under a factitious name attach evidence of compliance with the Florida Factitious Name Statute, FL Statute 865.09, to this response.

**14 Former Business Names**

Under what other former names has your organization or principals holding at least 30% interest operated?

N/A

|                      |                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|----------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>1</b><br><b>5</b> | <b>Years of Experience</b><br>How many years has your company been in business providing the products and services that are subject to this solicitation?<br><div style="border: 1px solid black; width: 100px; text-align: center; margin-top: 5px;">27</div>                                                                                                                                                                    |
| <b>1</b><br><b>6</b> | <b>Licenses and Certifications</b><br>I have attached to this response all licenses and certifications required by and relevant to this solicitation and the work to be performed for both the business entity and individuals.<br><div style="border: 1px solid black; width: 100px; text-align: center; margin-top: 5px;">Yes</div>                                                                                             |
| <b>1</b><br><b>7</b> | <b>Use of Subcontractors</b><br>Will you be using any subcontractors?<br><div style="border: 1px solid black; width: 100px; text-align: center; margin-top: 5px;">No</div>                                                                                                                                                                                                                                                        |
| <b>1</b><br><b>8</b> | <b>List of Subcontractors</b><br>If using subcontractors state the name of the subcontractor(s), individuals who will perform the work, what work or tasks they will perform, what percentage of work they will perform, and if they are a CBE for the purposes of meeting the City's Disadvantaged Business Entity Program.<br><div style="border: 1px solid black; width: 100%; text-align: center; margin-top: 5px;">N/A</div> |
| <b>1</b><br><b>9</b> | <b>Default and Non-Performance History</b><br>Have you ever been found in default of a contract, failed to complete any work awarded to you, or otherwise been notified of issues of non-performance by a party to any contract with your business? If yes, provide details.<br><div style="border: 1px solid black; width: 100%; text-align: center; margin-top: 5px;">No</div>                                                  |

## Bid Lines

|          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>1</b> | Fee proposal shall consist of an all-inclusive lump sum price for the strategic planning engagement proposed from start to final report deliverable (direct labor costs, indirect costs, profit, travel expenses, and "not to exceed" a amount for the work described in the scope of work).<br><br>Quantity: <u>  1  </u> Price: <div style="border: 1px solid black; width: 100px; text-align: center;">\$67,500.00</div> Total: <div style="border: 1px solid black; width: 100px; text-align: center;">\$67,500.00</div> |
| <b>2</b> | <a href="#">Proposed hourly rate for post-deliverable on an as-needed basis for services.</a><br><br>Quantity: <u>  1  </u> UOM: <u>  hr  </u> Unit Price: <div style="border: 1px solid black; width: 100px; text-align: center;">No response</div> Total: <div style="border: 1px solid black; width: 100px; text-align: center;">No response</div><br>Item Notes: The City of Deerfield Beach may elect to negotiate a term contract for purposes of plan implementation benchmarking and upkeep.                         |

## COMPETITIVE SOLICITATION VENDOR REFERENCE CHECKLIST

**Prepared By:** Ivelsa Guzman, Purchasing Manager

**Proposer's Name:** Raftelis Financial Consultant, Inc.

**Project/Project #:** Strategic Planning & Visioning Services, RFP # 20-22-IG

| Vendor Search Locations                                                     | Start Date | Findings                                                                                                                                  | Completed                                                                                        |
|-----------------------------------------------------------------------------|------------|-------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------|
| <a href="#">Convicted Vendor List</a>                                       | 2/26/20    | Not on list, updated 12/10/19                                                                                                             | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A |
| <a href="#">Suspended Vendor List</a>                                       | 2/26/20    | Not on list, updated 12/10/19                                                                                                             | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A |
| <a href="#">Federal Excluded Parties List</a>                               | 2/26/20    | Not on list                                                                                                                               | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A |
| <a href="#">Broward County Criminal Courts</a>                              | 2/26/20    | Not on list                                                                                                                               | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A |
| <a href="#">Miami-Dade County Criminal Courts</a>                           | 2/26/20    | Not on list                                                                                                                               | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A |
| <a href="#">Palm Beach County Criminal Courts</a>                           | 2/26/20    | 5/16/17- Circuit Civil Central-Closed 3/1318 Disposed                                                                                     | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A |
| <a href="#">Sunbiz</a>                                                      | 2/26/20    | Anthony Hairston - Registered Agent; Matthew R. Jackson, Corp Secretary; Peiffer A. Brandt, President, CEO; William G. Stannard, Chairman | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A |
| <a href="#">Florida Department of Business and Professional Regulations</a> | 2/26/20    | N/A                                                                                                                                       | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A |

| Name of Reference            | Start Date | Completed                                                                                        |
|------------------------------|------------|--------------------------------------------------------------------------------------------------|
| City of Centennial           | 2/26/2020  | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A |
| City of Lafayette            | 2/26/2020  | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A |
| City of Westminster Colorado | 2/26/2020  | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A |
| City of Hilton Head Island   | 2/26/2020  | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A |
| City of Nantucket, Mass.     | 2/26/2020  | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A |





## VENDOR PERFORMANCE REFERENCE VERIFICATION SURVEY FORM

### STRATEGIC PLANNING & VISIONING SERVICES RFP #20-22-IG

Reference For (name of the firm): NOVAK CONSULTING GROUP  
Agency Name: CITY OF CENTENNIAL  
Agency Contact: ERIC EDDY  
Contact E-mail: EREDDY@CENTENNIAL.CO.GOV  
Contact Phone #: 303-325-8000

Please rate your experience with the vendor. The completed questionnaire form must be attached with your response. Thank you.

Please use the following rating scale to answer the questions:

Ratings: 1 Poor 2 Good 3 Exceptional 4 Not Applicable

1. Rate the level of commitment of the Firm when performing the work. 3
2. Rate the competency and accessibility of the personnel performing the work. 3
3. Rate the Firm's success at keeping you updated and informed of project. 3
4. Rate the Firm's success at working cooperatively with Owner's personnel. 3
5. Rate the Firm's ability to meet deadlines. 3
6. Rate the quality and completeness of Firm's reporting. 3
7. Rate the level of comfort and confidence you had in the Firm during the project. 3
8. Rate the overall performance of the Firm. 3

Additional comments:

Vendor Name: ERIC EDDY Title: ASSISTANT CITY MANAGER  
(Please print – Person completing survey)

Signature: [Signature] Date: 2/11/2020  
(Person completing survey)

Reference verified by City Employee: Sandra Francis Date: 2/25/20



## VENDOR PERFORMANCE REFERENCE VERIFICATION SURVEY FORM

### STRATEGIC PLANNING & VISIONING SERVICES RFP #20-22-IG

**Reference For** Novak Consulting Group

**Agency Name:** City of Lafayette

**Agency Contact:** Fritz Sprague, City Administrator

**Contact E-mail:** Fritz.Sprague@cityoflafayette.com

**Contact Phone #:** 303-661-1226

Please rate your experience with the vendor. The completed questionnaire form must be attached with your response. Thank you.

Please use the following rating scale to answer the questions:

**Ratings:**    1 Poor       2 Good       3 Exceptional       4 Not Applicable

1. Rate the level of commitment of the Firm when performing the work. 3
2. Rate the competency and accessibility of the personnel performing the work. 3
3. Rate the Firm's success at keeping you updated and informed of project. 3
4. Rate the Firm's success at working cooperatively with Owner's personnel. 3 (Novak consulting was flexible and professionally accepted our suggested changes on materials)
5. Rate the Firm's ability to meet deadlines. 2
6. Rate the quality and completeness of Firm's reporting. 3 (Novak was very responsive while developing an environmental scan, the agenda and documents following our retreat)
7. Rate the level of comfort and confidence you had in the Firm during the project. 3+ The amount of material and ground we covered in a day and half was impressive. Julia kept Council on track, yet they also enjoyed participating and were each able to lend their perspectives. One of the more powerful comments on wrap up from a City Councilor was that she 'felt heard' through the process.
8. Rate the overall performance of the Firm. 3

Additional comments: Our retreat consisted of a half-day of governance and a day of developing strategic priorities. We concluded with clear direction and Department Heads also participated, which was very helpful for them to get to know our new Councilors and see how the strategic priorities evolved first hand, which is helpful for implementation purposes. City Council was pleased with their investment of time with this facilitated process and feel they own the outcomes that their strategic priorities will drive over the next two years.

Title: Fritz Sprague, City Administrator

Signature: \_\_\_\_\_

(Person completing survey)

Date: \_\_\_\_\_

Reference verified by City Employee: \_\_\_\_\_

Date: \_\_\_\_\_



## VENDOR PERFORMANCE REFERENCE VERIFICATION SURVEY FORM

### STRATEGIC PLANNING & VISIONING SERVICES RFP #20-22-IG

**Reference For (name of the firm):**

**Agency Name:** City of League City

**Agency Contact:** Devin Defascal

**Contact E-mail:** Devin.Defascal@leaguecitytx.gov

**Contact Phone #:** (281) 554-1179

Please rate your experience with the vendor. The completed questionnaire form must be attached with your response. Thank you.

Please use the following rating scale to answer the questions:

**Ratings: 1 Poor 2 Good 3 Exceptional 4 Not Applicable**

1. Rate the level of commitment of the Firm when performing the work. 3
2. Rate the competency and accessibility of the personnel performing the work. 3
3. Rate the Firm's success at keeping you updated and informed of project. 3
4. Rate the Firm's success at working cooperatively with Owner's personnel. 3
5. Rate the Firm's ability to meet deadlines. 3
6. Rate the quality and completeness of Firm's reporting. 3
7. Rate the level of comfort and confidence you had in the Firm during the project. 3
8. Rate the overall performance of the Firm. 3

Additional comments:

Vendor Name: \_\_\_\_\_ Title: \_\_\_\_\_  
(Please print – Person completing survey)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(Person completing survey)

Reference verified by City Employee: Sandra Francis Date: 2/24/20



## VENDOR PERFORMANCE REFERENCE VERIFICATION SURVEY FORM

### STRATEGIC PLANNING & VISIONING SERVICES RFP #20-22-IG

**Reference For (name of the firm):** NOVAK Group  
**Agency Name:** Town of Hilton Head Island  
**Agency Contact:** Joshua Gruber, Assistant Town Manager  
**Contact E-mail:** joshg@hiltonheadislandsc.gov  
**Contact Phone #:** 843-341-4634

Please rate your experience with the vendor. The completed questionnaire form must be attached with your response. Thank you.

**Ratings:**    **1 Poor**        **2 Good**        **3 Exceptional**        **4 Not Applicable**

1. Rate the level of commitment of the Firm when performing the work. 3
2. Rate the competency and accessibility of the personnel performing the work. 3
3. Rate the Firm's success at keeping you updated and informed of project. 3
4. Rate the Firm's success at working cooperatively with Owner's personnel. 3
5. Rate the Firm's ability to meet deadlines. 3
6. Rate the quality and completeness of Firm's reporting. 3
7. Rate the level of comfort and confidence you had in the Firm during the project. 3
8. Rate the overall performance of the Firm. 3

Additional comments:

Julia and Julie were both incredible in helping to lead Town Council through its annual planning retreat. Julia was able to keep the discussions on topic and productive in terms of outlining Council's goals for the upcoming year and for the future years beyond. Julie was an incredible talent and helped to turn Town Council's thoughts and ideas into stunning visual graphics that were really enjoyed by all of the participating members and staff.

Vendor Name: Joshua Gruber Title: Assistant Town Manager  
(Please print – Person completing survey)

Signature: [Signature] Date: 02/12/2020  
(Person completing survey)

Reference verified by City Employee: Sandra Francis Date: \_\_\_\_\_



## VENDOR PERFORMANCE REFERENCE VERIFICATION SURVEY FORM

### STRATEGIC PLANNING & VISIONING SERVICES RFP #20-22-IG

**Reference For (name of the firm):** The Novak Consulting Group

**Agency Name:** Town of Nantucket, Massachusetts

**Agency Contact:** Janet E. Schulte, Strategic Planning Coordinator

**Contact E-mail:** [jschulte@nantucket-ma.gov](mailto:jschulte@nantucket-ma.gov)

**Contact Phone #:** 508-325-5396

Please rate your experience with the vendor. The completed questionnaire form must be attached with your response. Thank you.

Please use the following rating scale to answer the questions:

**Ratings:**    1 Poor        2 Good        3 Exceptional        4 Not Applicable

1. Rate the level of commitment of the Firm when performing the work.   3
2. Rate the competency and accessibility of the personnel performing the work.   3
3. Rate the Firm's success at keeping you updated and informed of project.   3
4. Rate the Firm's success at working cooperatively with Owner's personnel.   3
5. Rate the Firm's ability to meet deadlines.   3
6. Rate the quality and completeness of Firm's reporting.   3
7. Rate the level of comfort and confidence you had in the Firm during the project.   3
8. Rate the overall performance of the Firm.   3

Additional comments:

The staff at Novak Consulting are professional, competent, and responsive. Their breadth of experience with municipalities means they bring a host of best practices with them to every conversation and meeting.

Vendor Name: Janet E. Schulte \_\_\_\_\_ Title: Strategic Planning Coordinator \_\_\_\_\_  
(Please print – Person completing survey)

Signature: *Janet E. Schulte* Date: February 11, 2020 \_\_\_\_\_  
(Person completing survey)

Reference verified by City Employee: *Sandra Francis* Date: 2/24/20

## SECTION VI – SCOPE OF WORK

### 1. Objective

The City of Deerfield Beach (“City”) is soliciting written proposal from a qualified individual or firm to lead a community visioning and strategic planning process. The City anticipates the planning process will take several months to provide adequate time for participation by executive City management (“Project Team”) and the City Commission (“Commission”) in addition to input by key community stakeholders. The outcome of the process will be a written strategic plan document that presents the planning process, the research, the analysis, opportunities and strategies along with an implementation plan that will guide the City for the next three to five years. During the process, the consultant will review and evaluate the current vision, mission, core values and goals and determine if they should be amended.

2. Please note this RFP is for the services for a consultant to facilitate the strategic planning process & visioning session. The awarded consultant will be under contract for up to five (5) years, during which the consultant may assist the City annually with performance and goal reporting at the discretion of the City, with an update to the strategic plan every two (2) years (anticipated). The visioning session will focus on a ten (10) year vision for the City.

The City is aware there are a variety of perspectives, models, and approaches available to develop a strategic planning document; therefore, the successful person or firm should be able to discern which model or model(s) will best enable the City to complete its organizational and programmatic goals. The successful firm will be required to demonstrate its ability to meet these requirements. The appropriated budget for this project is \$60,000 - \$70,000.

The City shall furnish the consultant with all available necessary information, data, and materials pertinent to the execution of the agreement. The City shall cooperate with the consultant carrying out the work and shall provide adequate staff for liaison with the consultant and other agencies of City government.

### 3. Background

The City operates under the Commission-manager form City government with four (4) Commissioners and one (1) Mayor, referred to as the Commission. The City has eighteen (18) departments that employ over 380 full-time employees and approximately 166 part-time employees.

The City kicked off the planning process to create the 2017-2021 Strategic Plan in 2016. The current strategic plan was completed in 2017. Some of the goals, objectives and initiatives have been successfully completed, achieved or engaged in some phase of implementation. Of those objectives that have not been fully realized or initiated, a small portion could be considered no longer valid or relevant; however, consideration should be given to those elements to determine if they are carried forward into the new strategic plan or omitted all together. Additional information regarding the current strategic plan is available at the following link: [2017-2021 Strategic Plan or directly at http://www.deerfield-beach.com/DocumentCenter/View/12590/Strategic-Plan-Adopted-01162018](http://www.deerfield-beach.com/DocumentCenter/View/12590/Strategic-Plan-Adopted-01162018)



Most of the supporting activities identified in the 2016 strategic planning sessions were conducted through the Citywide Economic Development Strategic Plan completed in August of 2016, these include the SWOT analysis, resident survey, and interviewing of key stakeholders. Additional information regarding the Economic Development Strategic Plan is available at the following link: [Economic Development Strategic Plan or directly at http://www.deerfield-beach.com/DocumentCenter/View/10641/Economic-Development-Strategies?bidId=](http://www.deerfield-beach.com/DocumentCenter/View/10641/Economic-Development-Strategies?bidId=)

The City currently uses the OpenGov software to track financial and non-financial performance measures. The City is currently working on establishing the hierarchy of the strategic initiatives through the OpenGov platform. The contract for OpenGov ends in 2022, should the consultant have recommendations for other software programs to measure and manage performance against the strategic initiatives, staff is open to suggestions.

#### **4. A Scope of Work**

The scope of services for this proposal will include the following components:

##### **A. Vision Plan**

The intended outcome of the visioning process is identification of a community vision for the City's future. The vision should establish direction for the City to guide:

- Future private development
- Future public infrastructure and public services
- Community Development
- Affordable housing
- Economic Development
- Resiliency infrastructure improvement projects
- Sustainability Planning

The vision should include community character, desired services and resident's expectations, and City aesthetic factors such as landscape, streetscape and hardscape, etc.

The goals of the visioning process should be transformed into realistic, achievable targets with recommended actions to achieve the vision, actions to monitor and update the vision, and actions to market the vision. The vision should serve as a way to organize and prioritize the City's initiatives and resources to achieve specific goals within a specified period of time with specific performance measures as it links to the Strategic Plan and formulates into the Fiscal Year 2022 budget. Goals, objectives, action items and capital projects will be part of the final outcome.

The consultant will facilitate a roundtable session with community stakeholders to include City Committee members, non-profit leaders, businesses & property owners, school leaders, the public, and Commission. The community involvement process should allow for both active and passive involvement. Stakeholder surveys are some of the tools the consultant is encouraged to consider, however the City is open to discuss other techniques.

##### **B. Basic outline of deliverables**

Facilitation of strategic planning/goal setting session process:

- Preparatory meetings with individual elected officials, City Manager, and executive staff
- Public meetings to solicit public input
- One half day retreat
- Follow-up meeting with elected officials to review results; and
- Preparation of final report

One half day workshop to include:

- Assessment of the City strengths, weaknesses, opportunities and threats
- Review of the City's mission, vision and core value statements
- Identify and develop specific short-term and long-term goals and priorities
- Identify potential fiscal constraints and opportunities in order to achieve strategic goals and objectives
- Review budget process for potential modification

It is the desire of the City to have the strategic plan process completed with a draft for the final deliverable by end of December 2020.

The facilitator must summarize the results of the workshop and prepare a document that confirms the City's Mission, Vision and Core Values as well as identifies the Commissions strategic goals and objectives for the Fiscal Year 2022, and prioritize and rank the City's programs and services based on their ability to achieve these goals.

Visioning session

- Help the City determine what it wants to be in the future, including identification of what makes Deerfield special. How can the City retain and enhance these qualities while preparing for the future.
- Generate new ideas and discussion about the built environment, sustainability, sense of place and the City's overall identity
- Transform the goals of the visioning process into realistic, achievable targets. Recommend actions to achieve the vision, actions to monitor and update the vision and actions to market the vision.

### **C. Strategic Planning Process**

In anticipation of this project, the City will form a project team to guide project direction and oversee project activities. The consultant will work with this team to explain the strategic planning process, validate the City's project objectives for this effort as well as outline management, staff and consultant roles and responsibilities for this effort. The consultant will develop a work plan to guide project activities and communications. The consultant will conduct orientation and briefing sessions for the Commission and employees at all levels (staff) to educate them on the goals of the project and the potential outcomes. The consultant must also be responsible for presentations to the Commission and/or staff to include but not limited to a final strategic plan presentation to the Commission and/or staff.

The consultant will review the City's current organizational information available on the City's website [www.deerfield-beach.com](http://www.deerfield-beach.com) including department home pages, budget information, City ordinances ([https://library.municode.com/fl/deerfield\\_beach](https://library.municode.com/fl/deerfield_beach)), and other related documents and information.

The process will include the following components:

Identify and assess the strengths, weaknesses, opportunities, and threats of the City's organization.

Based on the assessment data, facilitate the revision of the vision and core values, for the City organization.

Facilitate the development of goals and objectives that support the vision, core values, and mission of the City organization.

Facilitate the development of performance metrics – key indicators and outcomes that can serve as the basis for performance measures of the City organization.

Facilitate the development of a process to keep the Commission involved and engaged in a continual strategic planning process including use of City Commission meeting agenda to handle strategic discussions, feedback loops, newsletters and regularly scheduled reviews and reports.

Facilitate the development of a process to keep employees involved and engaged in a continual strategic planning process including focus groups, feedback loops, newsletters and regularly scheduled reviews and reports.

Submit recommendations for appropriate implementation measures that City staff will need to take. Include proposed policies and administrative guidelines that will need to be in place to administer the comprehensive strategic plan. These policies and administrative guidelines should be very specific in nature. Develop a system to measure the effectiveness of City activities in meeting the objectives of the comprehensive strategic plan. Ensure the measures are linked to the overall vision, mission, goals, and core values of the City

Develop a communication plan. The plan should link public outreach and project outcomes and involve key players through the entire process. This would include creating key messages to increase recognition, build credibility and deepen understanding of the process. Such approach would include the use of media and social media to deliver information to a diverse community in a variety of ways. The plan will include internal communications to ensure participation of employees during development of the plan and to maintain engagement as the plan is implemented.

The strategic plan should be substantially completed by the end of fiscal year 2020, to be considered in the fiscal year 2022 budget. Commission presentations along with preparations for meetings that the consultant may wish to hold with Commission prior to the team building planning sessions should be considered into the timeframe and within budget. Just as the visioning process guides the development of the strategic plan, the strategic plan drives the City's budget process.

#### **D. Workshop Preparation**

As necessary, the City envisions holding one-to-two day retreats dedicated to this effort. We seek input from the consultant to help structure and facilitate the event to maximize impact. The consultant will be tasked to facilitate two groups: (1) the City Commission and (2) City management team. In addition to strengthening relationships, these sessions will result in identification of key goals and initiatives.

Among topics that can be addressed at the retreats are:

Needs assessment – assessment of the values, strengths, weaknesses, and competencies of the City.

Program Inventory & Analysis – inventory of existing programs, community events, and partnerships to serve as a baseline to identify service gaps and opportunities for different delivery options, partnerships and collaborations.

Identification of Opportunities, Strategies and Vision – establishing a vision for the City which identifies its priorities, opportunities and strategies, and clarifies the City’s role and confirms its mission and values.

Citizen Services – how can the City be structured and operate to maximize citizen services and sustain these services at a high level.

Cost Savings - The consultant is encouraged to submit suggestions for cost savings and other ways to promote cost-efficiency within identified action items, and to highlight any tradeoffs inherent in the suggested alternatives.

**E. Information Gathering**

During this phase, the consultant will collect data and information to become more familiar with the City of Deerfield Beach.

The consultant shall perform a SWOT analysis to identify the City’s strengths, weaknesses, opportunities and threats involving and relating to the organization. This effort should include determining the community’s strength, weaknesses, threats and assets, its resources, and other valuable insight in light of current trends and topics influencing and impacting the community.

The consultant will describe the methodology used to identify vital challenges and opportunities identified. In addition, an Action Plan will be developed to define implementation steps and techniques along with a schedule of target dates to further define the goals. Benchmarks or milestones will be identified to help measure the City’s success in implementing the Strategic Plan. Development of initiatives to promote public involvement designed to engage the community, stakeholders and City leadership throughout the process is critical.

**F. Report Review**

At the end of this exercise, the consultant and the project team will draft a final plan document for review and presentation to the Commission. The consultant will be participating in review and refinement of this document. The consultant will work to develop a series of implementation techniques designed to keep community members, stakeholders, business leaders, City staff and Commission engaged in the implementation of the identified goals, objectives and initiatives of the Strategic Plan. At a minimum, the consultant will provide the following deliverables: 1) a communication plan suitable for public distribution and outreach, 2) a final strategic plan document that includes an implementation plan with defined milestones and benchmarks intended to measure the City’s progress and 3) an executive summary of the strategic plan.



# City of Deerfield Beach

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

## Face Sheet

File Number: I.D. 2020-336

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**Agenda Date:** 3/17/2020

**Status:** ADDENDUM

**In Control:** City Commission

### Title

**Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, extending the State of Local Emergency declared by the Mayor regarding COVID-19 until April 17, 2020; authorizing the City Manager to take appropriate actions; providing an effective date.**

### Recommended Action

Commission to vote on Resolution

### Voting Requirement

Adoption requires a 3/5 vote of the City Commission

### Background/History

Novel Coronavirus Disease 2019 ("COVID-19") is a severe acute respiratory illness that can spread among humans through respiratory transmission and presents with symptoms similar to those of influenza.

On March 1, 2020, Governor DeSantis issued Executive Order 20-51, directing the Florida Department of Health to issue a Public Health Emergency. On March 1, 2020, the State Surgeon General and State Health Officer declared that a Public Health Emergency exists in the State of Florida as a result of COVID-19. On March 7, 2020, Governor DeSantis directed the Director of the Division of Emergency Management to activate the State of Emergency Operations Center to Level 2 to provide coordination and response to the COVID-19 emergency.

On March 9, 2020, Governor DeSantis issued Executive Order 20-52 declaring a State of Emergency in the State of Florida due to COVID-19. On March 11, 2020, the World Health Organization publicly characterized COVID-19 as a pandemic. As of March 12, 2020, fourteen counties in Florida, including Broward County, have positive cases for COVID-19, and COVID-19 poses a risk to the City of Deerfield Beach and the entire state of Florida.

### Current Activity

On March 13, 2020, the Mayor issued an Executive Order declaring a State of Local Emergency in the City of Deerfield Beach (the "State of Local Emergency").

Pursuant to Section 30-28 of the City Code, the maximum period of any state of local emergency declared by the Mayor shall be 7 days, but the City Commission may extend the state of local emergency for an additional period of up to 30 days. The enclosed Resolution extends the State of Local Emergency through April 17, 2020.

**Recommendation**

Approve extension of State of Local Emergency.



**RESOLUTION NO. 2020/**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF  
DEERFIELD BEACH, FLORIDA, EXTENDING THE STATE OF LOCAL  
EMERGENCY DECLARED BY THE MAYOR REGARDING COVID-19  
UNTIL APRIL 17, 2020; AUTHORIZING THE CITY MANAGER TO TAKE  
APPROPRIATE ACTIONS; PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, Novel Coronavirus Disease 2019 (“COVID-19”) is a severe acute respiratory illness that can spread among humans through respiratory transmission and presents with symptoms similar to those of influenza; and

**WHEREAS**, in late 2019, a new and significant outbreak of COVID-19 emerged in China; and

**WHEREAS**, in response to the recent COVID-19 outbreak in China, Iran, Italy, Japan, and South Korea, the Centers for Disease Control and Prevention (the “CDC”) has deemed it necessary to prohibit or restrict non-essential travel to or from those countries; and

**WHEREAS**, on March 1, 2020, Governor DeSantis issued Executive Order 20-51, directing the Florida Department of Health to issue a Public Health Emergency; and

**WHEREAS**, on March 1, 2020, the State Surgeon General and State Health Officer declared that a Public Health Emergency exists in the State of Florida as a result of COVID-19; and

**WHEREAS**, on March 7, 2020, Governor DeSantis directed the Director of the Division of Emergency Management to activate the State of Emergency Operations Center to Level 2 to provide coordination and response to the COVID-19 emergency; and

**WHEREAS**, on March 9, 2020, Governor DeSantis issued Executive Order 20-52 declaring a State of Emergency in the State of Florida due to COVID-19; and

**WHEREAS**, on March 11, 2020, the World Health Organization publicly characterized COVID-19 as a pandemic; and

**WHEREAS**, as of March 12, 2020, fourteen counties in Florida, including Broward County, have positive cases for COVID-19, and COVID-19 poses a risk to the City of Deerfield Beach and the entire state of Florida; and

**WHEREAS**, Section 30-28 of the City of Deerfield Beach Code of Ordinances (the “City Code”) empowers the Mayor to declare a state of local emergency by executive order if the Mayor finds that an emergency, as defined in Section 252.34, Fla. Stat., has occurred in the City or that the threat thereof is imminent; and

**WHEREAS**, Section 252.34(4), Fla. Stat., defines an “emergency” to mean “any occurrence, or threat thereof, whether natural, technological, or manmade, in war or in peace, which results or may result in substantial injury or harm to the population or substantial damage to or loss of property”; and

**WHEREAS**, COVID-19 poses an imminent threat that may result in substantial injury or harm to the population; and

**WHEREAS**, on March 13, 2020, the Mayor issued an Executive Order declaring a State of Local Emergency in the City of Deerfield Beach (the “State of Local Emergency”); and

**WHEREAS**, pursuant to Section 30-28 of the City Code, the maximum period of any state of local emergency declared by the Mayor shall be 7 days, but the City Commission may extend the state of local emergency for an additional period of up to 30 days; and

**WHEREAS**, based on the evolving nature of COVID-19, CDC recommendations concerning public gatherings and the increasing local confirmed cases, the City Commission desires to extend the State of Local Emergency until April 17, 2020.

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

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

**Section 2.** Pursuant to Section 30-28 of the City Code, the City Commission hereby extends the State of Local Emergency until April 17, 2020, unless terminated earlier by a vote of four members of the City Commission.

**Section 3.** The City Manager is hereby authorized to do all things necessary to prepare the City for the State of Local Emergency and to respond to the emergency, including but not limited to exercising the City Manager’s emergency powers provided for in Section 30-29 of the City Code.

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

PASSED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2020.

CITY OF DEERFIELD BEACH

\_\_\_\_\_  
BILL GANZ, MAYOR

ATTEST:

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SAMANTHA GILLYARD, CMC, CITY CLERK



# City of Deerfield Beach

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

## Face Sheet

File Number: I.D. 2020-338

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**Agenda Date:** 3/17/2020

**Status:** ADDENDUM

**In Control:** City Commission

### Title

Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, authorizing the City Manager to make provisions for electronic attendance by City Commissioners at City Commission Meetings during periods of a declared Public Health Emergency; providing for severability, conflicts, implementation, and an effective date.

### Recommended Action

Commission to vote on Resolution

### Voting Requirement

Adoption requires a 3/5 vote of the City Commission

**RESOLUTION NO. 2020/**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF  
DEERFIELD BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER  
TO MAKE PROVISIONS FOR ELECTRONIC ATTENDANCE BY CITY  
COMMISSIONERS AT CITY COMMISSION MEETINGS DURING  
PERIODS OF A DECLARED PUBLIC HEALTH EMERGENCY;  
PROVIDING FOR SEVERABILITY, CONFLICTS, IMPLEMENTATION,  
AND AN EFFECTIVE DATE**

**WHEREAS**, Novel Coronavirus Disease 2019 (“COVID-19”) is a severe acute respiratory illness that can spread among humans through respiratory transmission and presents with symptoms similar to those of influenza; and

**WHEREAS**, on March 9, 2020, pursuant to Section 252.36, Florida Statutes, Governor DeSantis issued Executive Order 20-52, declaring a state of emergency for the State of Florida due to COVID-19; and

**WHEREAS**, on March 10, 2020, Broward County issued a declaration of emergency due to COVID-19; and

**WHEREAS**, on March 13, 2020, the Mayor issued Executive Order 2020-01, declaring a state of local emergency in the City; and

**WHEREAS**, on March 16, 2020, the White House issued guidelines recommending the avoidance of gatherings of 10 people or more; and

**WHEREAS**, the current outbreak of COVID-19 has made the City Commission aware that provisions must be made to ensure that the business of municipal governance can occur without unnecessarily exposing either City personnel or members of the public to a risk of infection while ensuring public access and open government; and

**WHEREAS**, the Centers for Disease Control and Prevention (the “CDC”) currently recommends mitigation measures including staying at home when sick, keeping away from others who are sick, limiting face-to-face contact with others as much as possible, consulting with your healthcare provider if individuals or members of a household are at high risk for COVID-19 complications, wearing a facemask if advised to do so by a healthcare provider or by a public health official, and staying home when a household member is sick with respiratory disease symptoms; and

**WHEREAS**, Section 286.011, Florida Statutes, requires that meetings of elected and appointed officials, for the conduct of public business, be open to the public, noticed to the public, and minutes of the meeting be taken (the “Sunshine Law”), and

**WHEREAS**, the Florida Attorney General (“AG”) has opined that a quorum of a governing body must be physically present in order to allow a member, who due to "extraordinary circumstances" is unable to physically attend the meeting, to appear and participate electronically; and

**WHEREAS**, in AGO 2010-34, the AG states that the AG “has consistently suggested a conservative interpretation” as the Sunshine Law does not expressly prohibit remote electronic participation nor suggest that a member of a governing body is not "present" when they access the meeting electronically; and

**WHEREAS**, these AG opinions have been in a non-emergency context; and

**WHEREAS**, Section 252.46(2), Florida Statutes, provides that “[a]ll existing laws, ordinances, and rules inconsistent with the provisions of ss. 252.31-252.90, . . . shall be suspended during the period of time and to the extent that such conflict exists”; and

**WHEREAS**, Executive Order 20-52 provides political subdivisions within the State with the authority to waive procedures and formalities otherwise required by law pertaining to:

- performing of public work and taking whatever prudent action is necessary to ensure the health, safety, and welfare of the community;
- entering into contracts;
- incurring obligations;
- employment of permanent and temporary workers;
- utilization of volunteer workers;
- rental of equipment;
- acquisition and distribution, with or without compensation, of supplies, materials and facilities; and
- appropriation and expenditure of public funds; and

**WHEREAS**, the City Commission desires to have in place provisions for electronic attendance of elected and appointed officials at City meetings during periods of a declared public health emergency by holding either video conference or telephonic meetings, while still complying with the Sunshine Law to the greatest extent possible; and

**WHEREAS**, the City Commission finds that it is appropriate, and in the best interest of the personnel and citizens of the City, to authorize the City Manager to provide, when he determines necessary, for the City Commission to be able to attend meetings electronically during a declared public health emergency, while complying with the Sunshine Law to the greatest extent possible under the circumstances.

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

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



**Section 2.** The City Manager is hereby authorized, during a declared public health emergency, to:

- (a) arrange for the City Commission to meet electronically;
- (b) promulgate rules of procedure that will ensure compliance with the Sunshine Law to the best extent possible under the circumstances; and
- (c) provide technology and administrative support as necessary to fulfill these objectives.

**Section 3.** 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 4.** All resolutions or parts of resolutions in conflict herewith shall be and hereby are repealed.

**Section 5.** The appropriate City officials are authorized to do all things necessary to carry out the aims of this Resolution.

**Section 6.** This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2020.

\_\_\_\_\_  
BILL GANZ, MAYOR

ATTEST:

\_\_\_\_\_  
SAMANTHA GILLYARD, CMC, CITY CLERK



# City of Deerfield Beach

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

## Face Sheet

File Number: I.D. 2020-323

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**Agenda Date:** 3/17/2020

**Status:** CITY COMMISSION  
BUSINESS

**In Control:** City Commission

### Title

Motion to approve waiver of permit fees for the Boys & Girls Club teen center expansion.

### Recommended Action

Motion on decision of Commission

### Voting Requirement

Adoption requires a 3/5 vote of the City Commission

### Background/History

At the March 4, 2020 City Commission Meeting, the Mayor requested that an agenda item be prepared for the Commission's consideration to approve a waiver of building permit fees for the Boys and Girls Club Teen Center Expansion.

### Current Activity

Staff is calculating the fees, less any applicable fee due to outside agencies. The final amount to be waived will be provided and an update to this item will be made. It is estimated that the total amount of building fee waiver will be approximately \$67,500.