



Regular City Commission Meeting Agenda

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

Mayor Bill Ganz

Vice Mayor Bernie Parness

District 1 Commissioner Michael Hudak

District 2 Commissioner Ben Preston

District 4 Commissioner Todd Drosky

Tuesday
May 19, 2020
7:00 PM

CALL TO ORDER & ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVAL OF CITY COMMISSION MINUTES

Regular City Commission Meeting Minutes

Attachment: May 5, 2020

APPROVAL OF THE AGENDA

May 19, 2020

ZOOM MEETING

Join Zoom Meeting by clicking the below link:

<https://us02web.zoom.us/j/89169324486?pwd=S2NDYm4xYnd3SlhKSGljdFFJWEkyQT09>

Join Zoom Meeting via telephone by dialing:

Call-in Number: (301) 715-8592

Meeting ID: 891 6932 4486

Passcode: 564526

For complete instructions on joining and/or participating during Public Comment, please download the agenda packet.

Attachment: Zoom Instructions

PUBLIC HEARING

- 1. P.N. 2020-048: Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, adopting and authorizing submission of an amended Fiscal Year 2019-2020 Community Development Block Grant Action Plan to the United States Department of Housing and Urban Development; providing for implementation and an effective date.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Community Development, Department of Economic Development

Attachment: Amended FY 2019-2020 CDBG Action Plan

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

- 2. Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a Facility Use and Grant Agreement with DPR Youth Enrichment Association for Academics & Athletics, Inc. for the Packer Rattlers Youth Football, Cheerleading and Academic Support Programs; approving a \$35,000 grant to support the youth football and cheerleading programs within the City; providing for execution, severability and an effective date. (*Funds from Account #001-7025-572-39-14 - Athletic Program Supplement*)**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Parks & Recreation

Attachment: Facility Use and Grant Agreement

DEPARTMENTAL BUSINESS

- 3. Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an Amendment to the HL109 Agreement with the Department of Economic Opportunity ("DEO") for the Branhilda Richardson Knowles Memorial Park and Cemetery Project to reallocate funds to the security camera installation budget; authorizing execution of the Amendment; providing for 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: Department of Community Development

Attachment: Amendment to the HL109 Agreement

COMMENTS BY ADMINISTRATION & LEGAL

COMMENTS BY MAYOR & CITY COMMISSION

ADJOURNMENT

FUTURE CITY COMMISSION MEETINGS

Regular City Commission Meeting - Tuesday, June 2, 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

Tuesday, May 5, 2020

7:00 PM

Commission Chambers

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., through virtual electronic meeting connection.

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

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

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was performed.

APPROVAL OF CITY COMMISSION MEETING MINUTES

Regular City Commission Meeting Minutes - April 21, 2020

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

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

Nays: 0

ACKNOWLEDGEMENT OF CITY BOARD MINUTES

Community Redevelopment Agency Meeting Minutes - December 10, 2019

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

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

Nays: 0

APPROVAL OF CITY COMMISSION AGENDA

May 5, 2020

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

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

Nays: 0

PUBLIC HEARING - SECOND READING

- 1. P.H. 2020-047: ORDINANCE 2020/012 - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, AMENDING ARTICLE X "LOBBYIST REGISTRATION REQUIREMENTS" OF CHAPTER 2 "ADMINISTRATION"; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.**

The Ordinance 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 Vice Mayor Parness, to approve Item 1, adopted Ordinance 2020/012. Roll Call:

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

Nays: 0

PUBLIC COMMENT

No e-mails were received from the public; nor were there any to speak.

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

- 2. Resolution 2020/049 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the award of ITB #20-12-JW for laptops and associated products to TSI Aviation, Inc.; authorizing the purchase of laptops and associated products from TSI Aviation, Inc. in an amount not to exceed \$111,142.20; and providing for an effective date. (Funds from Account #001-0500-513-3965 - Central Services Computer Replacement)**

The Resolution was read by title only.

Commissioner Hudak asked for clarification on the cost of the laptops as well as the bid process.

David Santucci, City Manager, replied that the laptops retail between \$1,800 to \$1,900; however, the City is paying roughly \$1,400 with the remaining portion of the cost related to peripherals for the computer. The bid process was based on low bid; whereas, the bidders were provided with specifications from the IT Department and the low bidder is being proposed for the award. Thereafter, he explained that there were other bid options such as an existing state contract, but based on the amount of computers, staff felt a lower price could be achieved. Mr. Santucci expressed concerns with the recommended awardee being able to ship the computers in a timely manner due to COVID-19 as

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS - CONTINUED

more people are working from home; nevertheless, the vendor has assured that the equipment will be received in a timely manner. He also explained the importance of maintaining the same type of computers which allows for continuous and seamless updates.

Ron McKenzie, Director of Information Technology Services, outlined the peripherals that are purchased for the laptops. Additionally, each laptop has an all-encompassing three-year warranty and upon use, the laptop is replaced.

Mayor Ganz opened the public hearing; however, there were none to speak and the public hearing was closed. Thereafter, he asked the expected life cycle of the computers.

Mr. McKenzie replied four (4) years; therefore, staff has developed a four (4) year rotation plan for replacing laptops.

MOTION was made by Commissioner Hudak, seconded by Vice Mayor Parness, to approve Item 2, adopted Resolution 2020/049. Roll Call:

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

Nays: 0

- 3. Resolution 2020/050 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the 2020 Amendment to the Interlocal Agreement with Broward County for distribution of the proceeds of the Three-Cent Additional Local Option Gas Tax on Motor Fuel; authorizing execution of the 2020 Amendment; providing for severability and an effective date.**
- 4. Resolution 2020/051 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the 2020 Amendment to the Interlocal Agreement with Broward County for distribution of the proceeds of the Fifth-Cent Additional Local Option Gas Tax on Motor Fuel; authorizing execution of the 2020 Amendment; providing for severability and an effective date.**

Mayor Ganz opened the public hearing for Items 3 & 4; however, there were none to speak and the public hearing was closed.

There was no discussion amongst the Commission.

MOTION was made by Vice Mayor Parness, seconded by Commissioner Hudak, to approve Items 3 & 4. Roll Call:

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

Nays: 0

DEPARTMENTAL BUSINESS

- 5. Resolution 2020/052 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the submission of applications to the Broward County Mobility Advancement Program for Transportation Surtax Funds to provide funding for the SE 13th Avenue and SE 15th Avenue Bridges Rehabilitation Projects; and providing for an effective date.**

The Resolution was read by title only

DEPARTMENTAL BUSINESS - CONTINUED

Priscilla Cygielnik, Assistant Director of Environmental Services, provided a PowerPoint presentation regarding the application for the Surtax Program.

Purpose - Ms. Cygielnik said the request is for the submission of two (2) applications to the Surtax Mobility Advancement Program for municipal rehabilitation and maintenance projects. These two (2) projects are anticipated at SE 13th Avenue and SE 15th Avenue bridges.

Background - Ms. Cygielnik said in November 2018, the voters approved a 30-year 1% surtax for transportation which took effect in January 2019. These funds are up to \$122 million in municipal capital, rehabilitation and maintenance projects, as well as community shuttles. The component up for discussion is rehabilitation and maintenance projects. The evaluation criteria was developed by the County and prioritizes the projects based on need and equity as well as other criteria. The funds the City receives from the capital program, will determine, based on equity, the amount of funding the City will receive in a separate program which is the rehabilitation and maintenance component of the surtax fund.

Current Activity - Ms. Cygielnik said the City has two (2) eligible projects, bridge rehabilitation at SE 13th and SE 15th Avenue based on requests made for this current year Transportation Surtax Plan. The documented need and condition assessments were prepared by FDOT in the annual bridge inspection reports. Furthermore, the original plan included costs up to \$1 million; a request for up to 20% of that estimated total cost can be made in accordance with Florida Statute for this program.

Project Location - Ms. Cygielnik outlined the bridge locations.

SE 13 Avenue Bridge Rehabilitation - Ms. Cygielnik outlined the needs of the 13th Avenue bridge. Currently, there is substandard railing and guardrail and hopes to upgrade to crash compliant railing. Further, erosion is occurring on the approach to the bridge. Since a bridge should have a concrete approach in each direction, part of the improvement entails those approaches. The final image shows that the sea wall has failed under the bridge and separated; thus, erosion is occurring. The repair would include the sea wall and other changes to the underside of the bridge.

SE 15 Avenue Bridge Rehabilitation - Ms. Cygielnik outlined the needs for the 15th Avenue bridge. The first image shows cracks to the coral rock wall; portions of the sea wall would be replaced. Also, repairs to the underside of the bridge would be made and lastly, concrete bridge approaches will be done to make it erosion proof.

Next Steps - Ms. Cygielnik said the application will be submitted by May 16th, which is the deadline. These projects will be prioritized and ranked by the County on the project specific criteria and applicant specific criteria. The Oversight Board and Board of County Commissioners will determine eligibility by Florida Statute as defined for the surtax program. The City will need to execute an Interlocal Agreement for the municipal rehabilitation and maintenance projects. Upon execution, the City should be released to design and construct improvements for the bridges.

Recommendation - Ms. Cygielnik said staff is requesting authorization by the City Commission for both applications for both bridges.

Mayor Ganz asked if the feedback provided is consistent with what the residents desired for the bridges.

Ms. Cygielnik replied that there were several options given when the 15th Avenue Bridge was closed. This project addresses deficient items in the FDOT inspection report and to correct those items in the inspection report and make the bridges whole. Total bridge replacement or adding additional components to the bridge such as pedestrian/bicyclist accommodations is not being discussed at this time; only basic repairs that are needed.

David Santucci, City Manager, said repairing the bridges will increase the rating with the existing configuration as seen today. When the 15th Avenue Bridge was down, a number of options were discussed by staff and the public which included many things and bringing the bridges to today's standards would cost 2 to 3 times more than the proposed cost estimate. Though there are various options, the proposed application is only to repair the bridges to the standard need in the current configuration. Once the pandemic is under control, staff may hold additional public workshops for more feedback from the residents just in case it is different from what staff is proposing. He said with the deadlines, it is important to move forward quickly and reiterated that the configuration will not change at this time.

DEPARTMENTAL BUSINESS - CONTINUED

Commissioner Hudak asked if the cracks on the sea wall along the SE 15th Avenue Bridge will be repaired or if that portion of the sea wall will be replaced.

Ms. Cygielnik replied that the sea wall will need to be replaced in its entirety.

In response to Commissioner Hudak's question, Ms. Cygielnik replied that both bridges will be repaired in phases so they will not both be closed at once. Also, from design to construction is a 12-month duration with construction lasting six (6) months.

Mayor Ganz said there is a large dip on the approach to the 15th Avenue Bridge and asked if it will be part of the repair.

Ms. Cygielnik replied yes. The approaches will be rebuilt with concrete to arrest the erosion occurring under the bridge and provide for flumes for adequate drainage to keep the abutments from being undermined.

Mayor Ganz opened the public hearing; however, there were none to speak and the public hearing was closed. Continuing, Mayor Ganz expressed concerns with using the funds on repairs when public feedback could motivate change in the near future; however, if the City misses the opportunity to utilize surtax funds, the bridge may remain unrepaired.

Commissioner Preston asked if there will be an increase in tonnage going over the bridges during repair.

Ms. Cygielnik replied that the bridges are load rated at 12 tons and is unlikely to change. A load test will have to be done on the 13th Avenue Bridge as weight will be added with the new retaining walls; following that load test, the bridge will be assigned with the maximum tonnage. It is very unlikely that the tonnage will increase as it would only go down. Furthermore, rescue and emergency vehicles are not currently allowed on those bridges.

Mayor Ganz closed the public hearing.

MOTION was made by Commissioner Hudak, seconded by Vice Mayor Parness, to approve Item 5, adopted Resolution 2020/052. Roll Call:

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

Nays: 0

COMMENTS BY ADMINISTRATION AND LEGAL**CITY ATTORNEY**

State & Local Restrictions - Anthony Soroka, City Attorney, provided a brief overview of the current state and local restrictions regarding COVID-19. Pursuant to Executive Order 20-90, issued by the Governor on March 31st, the beaches in Broward County remain closed. Additionally, on March 30th, Executive Order 20-89 ordered Dade, Broward, Palm Beach and Monroe Counties to restrict access to business facilities pursuant to a previously issued Miami-Dade County order with guidelines tied to Executive Order 20-91 outlining essential businesses. Mr. Soroka also mentioned Executive Order 20-112, effective May 4th, which allows restaurants, retail, museums and libraries to 25% of indoor capacity while maintaining social distance; however, this order excludes Miami-Dade, Broward and Palm Beach Counties. Also, elective medical procedures may resume and includes Broward County; gyms and fitness centers remain closed throughout the State. The order also extended the existing prohibition on vacation rentals.

Continuing, Mr. Soroka said the night before Order 20-112 was issued, Broward County issued their emergency order 20-08 which provided for limited reopening of public and private parks, nature areas, boat ramps, marinas and golf courses; notwithstanding, all require CDC adherence. For public and private parks, the use must be passive; no large gatherings and social distancing is still required. Order 20-8 addressed residential pools and recreational amenities while leaving commercial pools closed but did provide limited reopening of residential pools and certain recreational amenities under certain conditions. The primary conditions entail: limitation to current residents; capacity of those

COMMENTS BY ADMINISTRATION AND LEGAL - CONTINUED

pools is a max of 50%; minimum 6-feet social distancing; pools must be supervised during opening hours; equipment, railings, chairs must be sanitized regularly or if a community does not have the resources to provide for such sanitation, the furnishings and/or equipment could be removed. The order also clarified restrictions on facial coverings which must be worn during in-person public interaction, while engaging or obtaining in an essential business, anyone involved in food preparation. The County order also provided for the proper discarding of PPE; the City had taken that action previously.

In response to Commissioner Hudak's question, Mr. Soroka replied that the City can be more stringent than the executive orders, but not laxer.

Commissioner Hudak also asked if there was an indication as to when restaurants and beaches would be open in Broward County.

David Santucci, City Manager, replied that no timeline can be established for any reopening as it is based on the science and numbers associated with COVID-19. He explained the intensity of COVID-19 in the Tri-County area and having a 1/3 of all the cases within the State is why the Governor carved us out of his order. He advised that case numbers are being scrutinized by health care professionals to guide everyone in making a smart decision for properly phased reopening.

Commissioner Preston commented on the boat ramps being open this past weekend and recommended a course of action in determining opening the beach such as limited access for a specific timeframe for the community.

Commissioner Drosky explained that cities cannot overrule the County's regulations as well as the Governor's which is why the businesses and beach are not reopening. Though everyone is suffering, until the County and State provide clearance, there is nothing the City can do. Additionally, the Commissioners are advocating for the residents and businesses to the County Commission. Moreover, Commissioner Drosky said the City Manager communicates regularly with other Broward County managers on a plan to move forward as well as the Commission.

Vice Mayor Parness said he has thoughts as well as questions from the public about the beach reopening but believes the re-openings of the beaches should be a joint effort. If only Deerfield Beach opens the beach, most likely everyone in Broward County would be at the beach without a possible way of maintaining social distancing. Vice Mayor Parness said the re-openings have to be collaborated for social distancing and to avoid any one city's beach being overcrowded. When the beaches are finally open, it needs to be done correctly so the residents can enjoy their respective beaches. Lastly, he said working together will minimize the damage.

Commissioner Preston said Vice Mayor Parness has offered sound advice, but the opportunity has been missed because there are places in Florida where beaches are open, and no one is recognizing social distancing. Until everyone is on the same page, this will be the challenge elsewhere. Unfortunately, social distancing is not being observed everywhere in the State, but whatever is done in Deerfield Beach, risk must be minimized.

CITY MANAGER

Fourth of July Celebration - David Santucci, City Manager, advised that the total estimated cost to hold the Fourth of July event is approximately \$80,000. The expenses from the event are bore by CRA who has budgeted \$85,000 and the City expenses are \$15,000; which is typically covered from sponsorship revenues of approximately \$20,000; therefore, the total cost of the event is about \$80,000. It was anticipated that the event would gather around 80,000 to 90,000 people. Last week there was a discussion regarding a decision on the event; thereafter, he outlined the conditions of the contract. The City has until May 15th to order the fireworks from the vendor; from May 15th till June 4th, the City will be responsible for 10% of the firework costs (\$4,500), trucking expenses and permit fees (no estimate provided). On June 1st, a decision must be made on the entertainment and sound company (\$12,500). After June 4th, the City would be responsible for the full cost of the firework display (\$45,000), entertainment and sound company. If the event was cancelled between June 4th and July 4th, the closer it gets to the event, the more expenses incur as there are other supplies and equipment that must be purchased. Mr. Santucci said the total cost of the event is about \$100,000 and at this point, the likelihood of sponsorships is unknown because of COVID-19, and an estimate cannot be provided.

COMMENTS BY ADMINISTRATION AND LEGAL - CONTINUED

Continuing, Mr. Santucci said the Reopen America Plan is three (3) phases; whereas, South Florida is not included in Phase 1 of the plan. Nevertheless, phase 3 of the White House Plan says there's no evidence of a rebound and the gating criteria has been satisfied for a third time. Once that happens, even then, large venues can operate under limited physical distancing protocols. He explained that he is not sure how that would be accomplished with 80,000 to 90,000 people on the beach. Thereafter, he explained the gating criteria which entails a downward trajectory of the influenza-like illnesses in a 14-day period as well as the COVID-19 like cases reported in the same timeframe. Furthermore, there must be a downward trajectory of positive tests as a percentage of the total tests within a 14-day period, flat or increasing volume of tests and hospitals need to treat all patients without crisis care and there must be a robust testing program in place for at-risk health care workers and emerging antibody tests. The reason Broward County was not able to enter into Phase 1 was due to testing for at-risk health care workers, emerging antibody tests and the number of cases in South Florida. Additionally, Mr. Santucci commented on the cancellation of large-scale venues going up to June, including sporting events. Lastly, Mr. Santucci recommended cancelling the July 4th celebration.

Vice Mayor Parness agreed due to the number of people that have attended the event in the past and does not want to take a chance that a miracle will happen by July 4th. Even if the event participation is reduced to 40,000 people, he does not want to put anyone's life at risk and feels the event should be cancelled.

In response to Commissioner Hudak's question, Mr. Santucci said there is not event insurance for the event as a decision has not been made to have it or not. Further, the odds of obtaining event insurance in the current environment is quite low.

Commissioner Hudak asked if there is any thought about having the event with fireworks only.

Mr. Santucci replied that if fireworks were done without entertainment or food vendors, the attendance should be considered and whether the crowd can operate whatever phase the City is in at that time. These are unknowns and no one knows what the conditions will be in two (2) months. Additionally, he asked whether the Commission would be supportive with spending \$45,000 on fireworks without knowing the attendance and payout.

Commissioner Hudak asked for feedback from Captain Brimlow, BSO Police.

Captain Brimlow said it will be difficult to manage distancing regulations no matter the crowd size. Even if 20,000 people attended, it would still be impossible to ensure social distancing.

Commissioner Drosky said Independence Day is one of the biggest holidays for the Nation and especially for the City. He commented on having the discussion as an agenda item with sufficient backup to allow the residents to participate and provide feedback. Leaving the public out is a huge disservice and while he believes the event should not go forward, he is uncomfortable voting on it without public input.

Commissioner Preston said because the holiday celebrates the independence of the Country, he would like to have it but prohibit anyone from going onto the beach. He recommended people watching the fireworks from their homes.

Mayor Ganz said no one knows what the conditions will be by July 4th and believes it will be something different than it was in the past. Further, he agreed that the item should have been an agenda item; nevertheless, Mr. Santucci mentioned it last meeting asking the Commission to think about it. Mayor Ganz expressed concern with expending funds for the event and said many people will be blindsided; notwithstanding, it should not be a surprise considering the world we currently live. While he does not like cancelling the event, the attendance must be a consideration. He disagreed with having the fireworks but stopping people from going to the beach as everyone cannot see the fireworks from their home. Mayor Ganz also said he wished the public were able to give their feedback as well.

Commissioner Preston suggested people driving to possibly the Cove and staying in their cars to see it. He said COVID-19 has put everyone in a very compromising position and may have to think outside the box for situations such as these.

Commissioner Hudak recommended a virtual celebration, i.e. Facebook, so everyone is home but can participate.

COMMENTS BY ADMINISTRATION AND LEGAL - CONTINUED

Commissioner Drosky asked for clarification on Commissioner Hudak's recommendation.

Commissioner Hudak said if the event is held, he does not think the City could stop people from going to the beach. He said the event is eight (8) weeks away and does not think maintaining social distancing is possible and does not agree with having fireworks in real-time and maybe simulcast.

Vice Mayor Parness commented on his past experiences during his time in the military and there not being any fireworks, but it didn't stop how people felt about July 4th. He said he does not think America is defined on whether or not there are fireworks at the beach. While it is nice, it is not worth risking lives. Vice Mayor Parness also suggested watching fireworks displayed from other states on television which is customary. He reiterated cancellation of the event and asked when the City would start to incur costs.

Mr. Santucci replied May 15th.

Commissioner Preston agreed that watching the fireworks is not a good reason to risk anyone's life, but the dialogue tonight was about workable solutions. Moreover, he recommended direction for the City Manager to make the necessary changes and put things in order.

Commissioner Drosky said he somewhat disagrees with the importance of fireworks. If there is an opportunity to do the fireworks, without the public being present, it should be considered. While he does not know if the option is viable, the Commission cannot debate it tonight. Thereafter, he quoted John Adams regarding July 4th and celebrating the day and does not believe it should be cancelled haphazardly. Commissioner Drosky said having 10,000 people at the beach is a mistake, but if there's an opportunity to do something safe without the public it should be debated. If baseball teams are considering playing games without fans, there should be consideration to hold the event without the public.

Mr. Santucci said there are 10 days to make a decision, but if public input is warranted, the topic can be discussed next week. However, with the current conditions, there are many restrictions and he is not sure that phase 3 will commence by July 4th. He apologized for not bringing the item forward as an agenda item but explained that the public may not have the opportunity to make that decision as restrictions could likely be in place from the State or County that prohibit hosting the event.

Commissioner Preston said everyone's points should be considered and there are only two (2) options, having the event with participation or without participation. If it is held, he reiterated allowing people to see the event without getting out of their cars. He said the safety of the residents should be strongly considered; thereafter, he commented on the NBA and NCAA shutting down and changes with the NFL Draft.

Commissioner Hudak agreed with keeping residents safe and during his time in the military, he celebrated the 4th of July outside the United States. Sporting events can be policed as they happen in the arena where you can provide crowd control, but that is not an option on the beach. A virtual celebration should be done, without live fireworks and err on the side of caution. Lastly, he said these are unprecedented times therefore, the Commission should err on the side of safety and have a virtual celebration.

CARES Act Funding - Mr. Santucci said the CARES Act Funding came down to state and local governments that had a population of 500,000 or more. No municipality in the County qualified; nevertheless, additional funding will be coming down to assist local municipalities, but the County did receive the funding. Clarification did come out on an FAQ from the Federal Government that a county may transfer funds to a city, town or school district within the county of the county that received the funding.

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

Coronavirus - Commissioner Hudak said the virus has caused over 252,000 deaths worldwide; when added together the cities of Boca Raton, Coconut Creek and Deerfield Beach have a population of 248,000. Over 70,000 deaths have been linked to COVID-19 and it is important that people take this virus seriously. March 7th marked the first death in Florida, but since then, in Broward, Miami-Dade, and Palm Beach counties, there have been 827 deaths, which equates to more than half of the entire state. This is why the Governor placed restrictions on the quad-counties because we are the most susceptible population in Florida; thus, caution is necessary.

District 1 Meetings - Commissioner Hudak said he will have virtual office hours on Saturday, May 9th from 10 a.m. - 12 p.m., through Zoom; whereby, participants may video or call in.

Condolences - Commissioner Hudak said Dave Harris, retired Deerfield Beach Fire Rescue Chief, passed. He expressed his condolences to his son, Dave Jr. who is also a member of Fire Rescue, the Harris family and Deerfield Beach Fire Rescue family. Lastly, he announced that Don Shula passed away on May 4th; thereafter, he announced his victories in the NFL. Mr. Shula was a man of integrity, faith and family and provided a quote by Mr. Shula.

COVID-19 - Commissioner Hudak encouraged everyone to protect themselves, family and neighbors while continuing to follow the County, State and City guidelines. Additionally, mobile testing is now available for homebound elderly or individuals with disabilities experiencing COVID-19 symptoms and cannot leave their home to access a drive up or workup test collection sites. Individuals may call Broward County COVID-19 call center at 954.357.9500 for a prequalifying assessment; open 8 a.m. till 6 p.m. every day. For anyone in need, you may visit the City's website for a list of food distribution locations and testing sites.

COMMISSIONER PRESTON**DISTRICT 2**

Condolences - Commissioner Preston expressed condolences for the Harris family also. He said when he began his career, he worked with Chief Dave Harris. Chief Harris will be missed and was an integral part of everything that was good about the old fire department.

Food Distribution - Commissioner Preston said the elected body would have been proud to see the food distribution as it was well attended and appreciated. The City employees did an excellent job and everyone's concern was helping those in need. He asked the City Manager to make sure the employees know that they are greatly appreciated under these extraordinary situations.

Community Redevelopment District - Commissioner Preston said he supports restaurants throughout the City, in every district; however, it is different when he speaks with his colleagues. District 2 does not have the choices for restaurants in the current situation and asked if this will be the same. Commissioner Preston thanked the Commission for supporting him on allowing the City Manager to gather information on creating a CRA in District 2. Thereafter, he commented on visiting various restaurants to support them. He asked the Commission to pursue an empathic consideration in trying to change things in District 2 with a new CRA. Ambivalence to the current situation will give the district exactly what it has, which is nothing. There is a responsibility to all the commissioners to seek change or allow things to stay the same. Commissioner Preston said things need to change in District 2 as it is also a part of the City and is not benefitting in being an equal part like other districts. Lastly, he asked the City Manager for an update on the information requested.

David Santucci, City Manager, replied that staff has compiled a great deal of information and due to COVID-19, projects have been slowed; nevertheless, he will reengage the conversation and see where everything stands. It will be brought up at a future date.

VICE MAYOR PARNES**DISTRICT 3**

At Home Testing - Vice Mayor Parnes said he received an e-mail from the City Manager regarding testing at home for those that are ill. He asked that an effort be made to obtain e-mails from Deerfield Beach residents through the Public Affairs Department for direct contact. Having the information will allow quick contact when issues arise. Although he contacted various individuals and board members, this information should be automatically sent to every

COMMENTS BY MAYOR AND CITY COMMISSIONERS – CONTINUED

e-mail that people have signed up for. It would be good for the City to communicate to the residents and include them as individuals which will make them happy.

Supporting Restaurants - Vice Mayor Parness said he had lunch at the Pickle Barrel and orders daily to support the restaurants he enjoys year-round.

Century Village Main Pool - Vice Mayor Parness said tomorrow, Century Village is opening their main pool and he will be there to make sure all the protocols are followed. Protocols include a monitor be present to ensure only residents be allowed, social distancing, no one can approach the pool without a mask and all rules must be obeyed. If rules are continually violated, it is assumed the City will shut them down until compliance is met. Pools will be opened one at a time as they can be managed; someone must be there to check residents' identification, time limits 1 hour and then depart. Pools are only allowed 50% capacity.

COVID-19 - Vice Mayor Parness asked that there be enforcement for people not wearing masks as people are being endangered. Thereafter, he commented on a relative who fell ill to COVID-19 who survived; however, the relative was advised that if the decision were made to go to the hospital, the condition could worsen. Vice Mayor Parness said it needs to be instilled that this pandemic is dangerous, and people should not risk other people's lives. He explained that his constituents are following the rules and he is talking with his residents via phone, so they are supported. Lastly, he asked for the number of cases, hospitalizations and other statistics for the City to help educate the residents.

COMMISSIONER DROSKY**DISTRICT 4**

COVID-19 - Commissioner Drosky thanked his residents for abiding by the rules established to keep everyone safe. He said he has spoken with his residents in the last month more than he has over his last three (3) years. Though the pandemic is not over, we are getting there.

MAYOR BILL GANZ

Condolences - Mayor Ganz expressed condolences for Dave Harris and acknowledged that other city employees were lost this past week. Additionally, Kristen Jacobs, former Broward County Commissioner, passed. He said she was a great colleague and incredibly impacted the City; the preserve on 10th Street is a project that she diligently fought for. Mayor Ganz also expressed condolences for Nakima Thompson, BSO Dispatcher, who passed as a result of COVID-19.

Updates - Mayor Ganz announced that Jerry Judy was selected in the NFL Draft and Jason Strowbridge was drafted by the Miami Dolphins; both were raised in Deerfield Beach.

Accolades - Mayor Ganz said staff is doing an outstanding job in very difficult situations and thanked those who are working in the public. He also applauded Commissioners Hudak and Preston for their assistance with the food giveaway last Friday. Mayor Ganz thanked staff for working with The Palms residents in need of sustenance; Donna DeFronzo, Vicki Placide-Pickard and others have done a tremendous job.

Supporting Businesses - Mayor Ganz said he tries to hit various areas of the City to support businesses as it is difficult, and many people are having hard times even with unemployment as there are issues there as well. Hopefully, it will be remedied, and people will receive the assistance they need.

Stressful Conditions - Mayor Ganz said during these times, there are heightened stressors due to the quarantine and domestic violence can spike; therefore, he encouraged those in danger to call Women in Distress at 954.761.1133 or 911 if safety is needed. He said Kristen Jacobs was a big supporter of Women in Distress.

District 1 Apartment Complex - Mayor Ganz said there were problems at an apartment complex in District 1 which is being dealt with. Other issues being addressed are speeding on Hillsboro Boulevard, whereby, the Broward Sheriff's Office has stepped into curb speeding.

COMMENTS BY MAYOR AND CITY COMMISSIONERS - CONTINUED

COVID-19 Phase 1 Communications - Mayor Ganz said he has many conversations with coastal mayors and Broward County mayors and though they are bearing fruit, the execution is sometimes poor. They asked Broward County to provide a lead time on any changes, like the minor restrictions recently lifted, and though the conversation took place on Friday, the emergency order was communicated on Tuesday with an effective date of Wednesday. Mayor Ganz advised that right now, no date has been provided as to when the beaches will open; nevertheless, the Task Force will restart and discuss beach reopening for coastal cities. Though it is a long way off, he does not think it will be a part of the first phase.

Continuing, Mayor Ganz said staff performed a survey on whether Deerfield Beach restaurants were interested in reopening at 25% and many opted not to as 50% is communicated by many restaurateurs. Mayor Ganz said Palm Beach County has moved forward with requesting the Governor separate them from Miami-Dade and Broward County Consortiums to start a first phase open as early as next week. Fort Lauderdale has produced a plan for the first phase of reopening and submitted to the cities and the County for discussion. Though we are a long way from getting there, prudence is important as you do not want to start opening and the numbers spike. Mayor Holness is trying to obtain information and communicating as it comes forth. While there is not a timeline, we are moving forward.

Economic Development Council - Mayor Ganz said after speaking with this board and advising the positions the City needs, it is beneficial to provide job opportunities after the pandemic. The Council is taking on that task and looking at opportunities with other businesses to find out how to develop a program. Additionally, it was announced that LauchCode would not be coming forward in the South Florida and Tampa areas due to the pandemic

CDC Guidelines - Mayor Ganz encouraged everyone to follow the guidelines for social distancing and facial coverings. He provided a demonstration on how to properly wear a face mask; wearing the wired portion over the nose and disposing of them properly and not littering.

ADJOURNMENT

There was no further business to discuss.

MOTION was made by Commissioner Preston, seconded by Vice Mayor Parness, to adjourn the meeting at 8:49 p.m.
Voice Vote:

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

Nays: 0

BILL GANZ, MAYOR

Samantha Gillyard, CMC, City Clerk



Virtual City Commission Meeting - May 19, 2020

DEERFIELD BEACH – YOU ARE HEREBY NOTIFIED that the **Regular City Commission** meeting will be held on **Tuesday, May 19, 2020, at 7:00 PM utilizing communications media technology** with elected officials and City staff participating through video conferencing.

On March 20, 2020, Governor DeSantis issued Executive Order 20-69, suspending any Florida Statute that requires a quorum to be present in person or requires a local government body to meet at a specific public place. The Order further allows for local government bodies to utilize communications media technology, such as telephonic and video conferencing. The order was extended by virtue of Executive Order 20-112 effective May 4, 2020.

A copy of the agenda for the May 19, 2020 meeting can be accessed at <http://www.deerfield-beach.com/1554/Meetings-Agendas>. To ensure compliance with the City's Safer at Home Emergency Order 2020-03 and the latest CDC recommendations and government orders, the May 12, 2020, Special City Commission meeting will proceed utilizing communications media technology.

Attending and Viewing the City Commission Meeting:

This meeting will be broadcast live for members of the public. There are several options available to the public to attend/view the meeting:

1. Zoom

- a. Via Zoom Online** - Access to the meeting will begin at 6:45 PM on May 19, 2020.

- i. Use the following link below to access the meeting via Zoom:

<https://us02web.zoom.us/j/89169324486?pwd=S2NDYm4xYnd3SlhKSzIjdFFJWEkyQT09>

- ii. The video camera display feature is disabled for public use

- b. Via Zoom Telephone** - Join the meeting via telephone (audio only) using the Call-in number below, followed by the Meeting ID when prompted. No computer or access code is required.

- i. Call-in Number: 301-715-8592, Meeting ID: 891 6932 4486, Passcode: 564526

For more information on using Zoom, please visit Zoom Support at the following link: <https://support.zoom.us/hc/en-us>.

2. YouTube

The meeting will also be available to the public via YouTube for audio and video access; however, public participation, i.e. comments are not possible. The link to watch the meeting via YouTube will be active no earlier than 6:45 PM on May 19, 2020, and can be found by clicking the camera icon in the Media column at <http://www.deerfield-beach.com/1554/Meetings-Agendas>.

Providing Public Comment:

Public participation is strongly encouraged. Your comments will be limited to three minutes per person. To participate, please choose the option best for you and remember to include your name and address for the record.

- 1. Via Email** - Public comments and documents may be submitted via email to web.clerk@dfb.city. Public comments will be read aloud during the meeting and added to the record. Emails can be submitted prior to the meeting or until the public hearing session is closed.
- 2. Live Zoom Video Participation** - If attending via Zoom online, at the appropriate public comment period, click “raise hand” on the bottom of the “participants” tab, and your audio will be unmuted when you are recognized.
- 3. Live Zoom Telephone Participation** – If attending via Zoom by telephone, at the appropriate public comment period, press *9 to “raise your hand” and your audio will be unmuted when you are recognized.

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

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



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2020-388

Agenda Date: 5/19/2020

Status: PUBLIC HEARING

In Control: City Commission

Title

P.N. 2020-048: Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, adopting and authorizing submission of an Amended Fiscal Year 2019-2020 Community Development Block Grant Action Plan to the United States Department of Housing and Urban Development; providing for implementation and an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The City of Deerfield Beach 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.

The City reviewed its CDBG projects listed in HUD - Integrated Disbursement and Information System ("IDIS") and identified the Commercial Façade Program funds for FY 2019-2020 as unencumbered. The \$75,000 of CDBG funds are available to reprogram to another eligible project. The funds available can be used for new or existing CDBG eligible projects, however, to do so the City must go through a substantial change process to add the projects to the CDBG Action Plan.

According to 24 C.F.R. 91.505(a), the jurisdiction shall amend its approved Plan whenever it makes one of the following decisions:

1. To make a change in its allocation priorities or a change in the method of distribution of funds;
2. To carry out an activity, using funds from any program covered by the consolidated plan (including program income), not previously described in the action plan; or
3. To change the purpose, scope, location, or beneficiaries of an activity.

In this instance, the substantial change to the action plan was triggered by #2 in the above list. Federal regulations governing the City of Deerfield Beach Fiscal Year 2015-2020 Consolidated Plan requires a participating jurisdiction to provide citizens with reasonable notice of and an opportunity to comment on an amendment to the Plan. The public comment period extended to

seven (7) days as a result of the COVID-19 Pandemic, from May 11, 2020, resulted in no public comments.

Current Activity

The proposed amendment is to create a Micro-Enterprise program to assist a minimum of 15 Micro-Enterprise businesses in the City of Deerfield Beach using FY 2019-2020 CDBG funds. Initial funding of \$75,000 for the Commercial Façade Program was included in the 2019-2020 Annual Plan. The funds are being reallocated to fund the Micro-Enterprise Grant Program. The City's Micro-Enterprise Grant Assistance Program is designed to support small businesses in the City that are being impacted by the COVID-19 Pandemic. The Micro-Enterprise Grant Assistance Program will be funded utilizing fiscal year 2019-2020 CDBG funds and administered by the Economic Development Department. This Grant Program will assist small businesses (sole proprietorship, corporations, limited liability corporations and sub chapter S corporations) with working capital to sustain the business during the COVID -19 health crisis. The COVID-19 Micro-Enterprise Grant Assistance Program will provide a one-time grant of up to **\$5,000.00** in financial assistance to businesses to achieve the following objectives: meet basic obligations, pay business lease or mortgage payments, utilities payments, monthly debt payments, business payroll, business inventory expenses to remain viable, and to encourage business to maintain their labor force.

The City of Deerfield Beach has been allocated \$406,320 CDBG-COVID-19 funds, this allocation was authorized by the Coronavirus Aid, Relief, and Economic Security Act (CARES Act). Although the funding was signed into law on March 27, 2020, City staff is waiting for the regulation and guidance from HUD to be issued. Once the regulation and guidance are provided, a CDBG Action Plan Amendment 2 will be submitted to the City Commission as an agenda item identifying the proposed projects to expend the funds.

Recommendation

Staff recommends City Commission approval of the proposed amendment to FY 2019– 2020 CDBG Annual Action Plan.

RESOLUTION NO. 2020/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, ADOPTING AND AUTHORIZING SUBMISSION OF AN AMENDED FISCAL YEAR 2019-2020 COMMUNITY DEVELOPMENT BLOCK GRANT ACTION PLAN TO THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, 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; and

WHEREAS, the City desires to amend the Fiscal Year 2019-2020 CDBG Annual Action Plan to create a Micro-Enterprise Grant Program (the “Program”) to assist micro-enterprise businesses in the City using Fiscal Year 2019-2020 CDBG funds; and

WHEREAS, initial funding of \$75,000 is available from the Commercial Façade Program, and is being reallocated to fund the Program; and

WHEREAS, the Program is designed to provide small businesses in the City that are being impacted by the COVID-19 Pandemic with working capital to sustain the business during the COVID -19 health crisis; and

WHEREAS, the Program will provide a one-time up grant of up to \$5,000.00 in financial assistance to businesses to achieve the following objectives: meet basic obligations, pay business lease or mortgage payments, utilities payments, monthly debt payments, business payroll, business inventory expenses to remain viable, and to encourage business to maintain their labor force; and

WHEREAS, City staff recommends that the City Commission adopt and authorize submission of the amended Fiscal Year 2019-2020 CDBG Action Plan, attached as Exhibit “A” (the “Amended Action Plan”).

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 Amended Action Plan, attached as Exhibit “A,” and authorizes the appropriate City officials to submit the Amended Action Plan to HUD.

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

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2020.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CMC, CITY CLERK

**COMMUNITY DEVELOPMENT BLOCK GRANT
(CDBG) PROGRAM
FY2019/2020 ANNUAL ACTION PLAN**



Amendment # 1

**Prepared by
The City of Deerfield Beach
Community Development Department**

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Executive Summary

AP-05 Executive Summary - 91.200(c), 91.220(b)

1. Introduction

The City of Deerfield Beach is located in northeastern Broward County, Florida. Incorporated in 1925, it is a City with significant history. The City of Deerfield Beach has participated in the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Program as a direct entitlement grantee since FY 2000. As a CDBG grantee, the City became eligible for State Housing Initiative Partnership (SHIP) program funding and later joined the Broward County Home Initiative Partnership (HOME) Consortium.

This Annual Action Plan is the fifth year (FY 2019/2020) of the Five-Year Consolidated Planning period, which covers years 2015 to 2019. The Annual Action Plan outlines the activities the City will undertake in the fiscal year 2019/2020 (October 1, 2019 to September 30, 2020). To receive CDBG funding, the City must assess local housing and community development needs, resources, and socioeconomic impediments toward building and sustaining viable neighborhoods. The projects identified in this plan will be primarily used to benefit low- to moderate-income residents of the City and focus on neighborhoods in the City with low- to moderate-income residents.

The City of Deerfield Beach vision statement is “To be the most dynamic South Florida Coastal Community in which to live, work and play” and its mission is “To enhance the quality of life within our community through a proactive and effective government.”

The City’s goals and values are the following: A cleaner, greener city; Vitality and revitalization of business districts and neighborhoods; Superior customer service and customer focused government; Encourage a close working relationship between the public and private sectors; Proactively address issues that will affect the quality of life for our community; Ensure the financial health of city government; Provide a safe and healthy environment; Advance employee development and satisfaction; and Effectively communicate among all levels of the organization and with the public.

2. Summarize the objectives and outcomes identified in the Plan

The Action Plan defines the one-year activities in relationship to the five-year goals and objectives of the Consolidated Plan covering Fiscal Years 2015-2019. The Plan provides a brief description of the programs and projects of the City of Deerfield Beach in FY 2019-2020, as well as funding other funding announcements. The City’s goals for FY 2019-20 are:

Preservation of Affordable Housing

The City continues to conserve its existing housing stock, especially housing available to low- and moderate-income persons in the City. The City’s goal is to provide decent, safe and sanitary housing to residents.

Provide Affordable Housing

Provide homeownership assistance to low-to moderate-income households through purchase assistance which includes down payment, closing cost, mortgage buy down and interest reduction.

Suitable Living Environment

The goal of providing a suitable living environment includes improving the safety and livability of neighborhoods; increasing access to quality public and private facilities and services by upgrading physical improvements such as sidewalk installation, street lighting, and improved public streets. As well as providing public service programs to seniors in the community.

Economic Development

~~This goal of the program is to provide funding to small businesses in the CDBG Target Area. The selected project(s) will be awarded matching grant assistance and will focus on redesigning storefronts including features such as signage and lighting.~~

The goal of this program is providing funding to small businesses affected by the COVID-19 pandemic City-wide. The COVID-19 Micro-Enterprise Grant Assistance Program will provide one -time up to \$5,000.00, in financial assistance to businesses to achieve the following objectives: Meet basic obligations, business lease or mortgage payments, utilities payments, monthly debt payments, business payroll, business inventory expenses to remain viable, and to encourage business to maintain their labor force.

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the City to choose its goals and/or projects for FY 2019-20. A more detailed evaluation of past performance is documented in the City's FY 2017-18 Consolidated Annual Performance & Evaluation Report (CAPER). The City recognizes the evaluation of past performance is critical to ensure the City is implementing activities effectively and those activities align with the City's overall strategies and goals.

In 2017/2018, the most recent completed year, the City completed the following projects:

- Provided Purchase Assistance to 7 households. (Utilized multiple funding sources)
- Completed Home Repair projects to 15 households. (Utilized multiple funding sources)
- The senior transportation program provided assistance to 97 unduplicated seniors.
- Completion of Natura Sidewalk Project
- Johnie McKeithen Playground

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

The Citizen Participation Plan (CPP) in accordance with the Housing and Community Development Act of 1974, as amended and 24 CFR Part 91, Subpart B: Citizen Participation and Consultation, sets forth the citizen participation plan requirements. This section of the Act provides for and encourages citizen participation with particular emphasis on persons of low- to moderate-income, in addition to slum and blighted areas. Consistent with the Act, the City of Deerfield Beach provides citizens reasonable and timely access to local meetings, information and records. In addition, technical assistance is made available to low- to moderate-income representative groups. The CPP details the process to develop needs, review proposed activities and program performance as well as the manner in which hearings are advertised and conducted.

The CPP sets forth the City's policies and procedures for citizen participation in developing the Consolidated Plan, incremental action plans, any substantial amendments to such plans, and development of CAPER.

A draft of the Deerfield Beach FY2019/2020 Annual Plan was made available for public review, input and comments before being adopted by the City Commission and subsequently will be submitted to HUD. Citizens are encouraged to participate through public hearings held before the development of the draft, during review of the draft and adoption of the Action Plan. The plan was available for review on the City's website www.deerfield-beach.com.

Date	Activity
February 12, 2019.	Notice of Pre-Development Meeting
February 28, 2019	Pre-Development Meeting for Citizen Input
May 3, 2019	Notice of 30-day comment period
May 3, 2019 to June 3, 2019	30-day public comment period
June 4, 2019	Public Hearing and proposed approval of Annual Action Plan

Table 1 – Citizen Participation Schedule

5. Summary of public comments

Please see Appendix B for summary of citizen's comments and official response from City.

6. Summary of comments or views not accepted and the reasons for not accepting them

None of the comments received were rejected. See attached Appendix B for comments and official response from the City.

7. Summary

N/A

PR-05 Lead & Responsible Agencies – 91.200(b)

4. Agency/entity responsible for preparing/administering the Consolidated Plan

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	Jonathan Salas	City of Deerfield Beach- Community Development Department

Table 2 – Responsible Agencies

Consolidated Plan Public Contact Information

Vickki Placide-Pickard, Director of Community Development

City of Deerfield Beach

325 NW 2nd Avenue

Deerfield Beach, FL 33441

954-571-2675

Vplacide-Pickard@deerfield-beach.com

AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

4. Introduction

The City of Deerfield Beach has previously adopted a citizen participation plan that identified when public hearings and other consultations are to take place. During the planning of the Action Plan, the City coordinated with other housing and support service agencies to ensure available resources are utilized and leveraged. Interdepartmental coordination occurred this year to define needs of neighborhoods.

Provide a concise summary of the jurisdiction’s activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l)).

The City staff works closely with the Deerfield Beach Housing Authority/Deerfield Beach Family Empowerment (DBHA/DBFE) to assist and support wherever needed. The housing authority is also the City’s Consultant for the City’s homeowner rehabilitation and purchase assistance program. In addition, the City also coordinated with other housing and support service agencies to ensure that available resources are utilized and leveraged.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

N/A – The City of Deerfield Beach does not receive ESG funds. However, the City works with Broward County’s Continuum of Care Agency Homeless Initiative Partnership.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction’s area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

N/A- The City of Deerfield Beach does not receive ESG funds.

2. Agencies, groups, organizations and others who participated in the process and consultations.

Table 3 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	Broward County Homeless Initiative Partnership
	Agency/Group/Organization Type	Housing PHA Services – Housing Services-Children Services-Elderly Persons Services-Persons with HIV/AIDS Services-homeless Services-Health Services-Education Services-Employment Other government – County Other government – Local Regional organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs – Chronically homeless Homeless Needs – Families with children Homelessness Needs – Veterans Homelessness Needs – Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Broward County Homeless Initiative was consulted to determine strengths and/or gaps in the institutional delivery system, homeless count, homeless facilities and needs of the at-risk community. It was determined that the services provided were comprehensive enough to service the needs of the target communities, however, the lack of funding limits the number that can be served.
2	Agency/Group/Organization	FORT LAUDERDALE HOUSING AUTHORITY
	Agency/Group/Organization Type	Housing PHA Services-Persons with HIV/AIDS Health Agency Other government – Local
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs HOPWA Strategy

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	City of Fort Lauderdale was consulted to determine the strengths and/or gaps in the institutional delivery system and the needs of those infected with HIV and/or AIDS. It was determined that the services provided were comprehensive enough to service the needs of the target community, however, the lack of funding limits the number that can be served.
3	Agency/Group/Organization	Deerfield Beach Housing Authority
	Agency/Group/Organization Type	Housing PHA Services – Housing Services-Elderly Persons Services-Persons with Disabilities
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Deerfield Beach Housing Authority was consulted on the Housing needs Assessment and strategies to proceed. The City of Deerfield Beach and the Deerfield Beach Family Empowerment, Inc., have historically worked well together and have partnered to provide affordable housing and other needs to LMI residents in the City.

Identify any Agency Types not consulted and provide rationale for not consulting

N/A

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Comprehensive Plan	City of Deerfield Beach – Planning & Development Services	The City Comprehensive Plan identifies the City's housing needs as well as other community needs which includes parks and street improvement.
State Housing Initiatives Partnership LHAP – Local Housing Assistance Plan	State of Florida Housing Finance Corporation	The City of Deerfield Beach administers the State funded housing program to assist very low/low and moderate-income persons/families. The City follows the LHAP to administer the housing programs.

Table 4 – Other local / regional / federal planning efforts

AP-12 Participation – 91.401, 91.105, 91.200€

4. Summary of citizen participation process/Efforts made to broaden citizen participation

Summarize citizen participation process and how it impacted goal-setting

The Citizen Participation Plan (CPP) in accordance with the Housing and Community Development Act of 1974, as amended and 24 CFR Part 91, Subpart B: Citizen Participation and Consultation sets forth the citizen participation plan requirements. This section of the Act provides for and encourages citizen participation with particular emphasis on persons of low- to moderate-income, in addition to slum and blighted areas. Consistent with the Act, the City of Deerfield Beach provides citizens reasonable and timely access to local meetings, information and records. In addition, technical assistance is made available to low- to moderate-income representative groups. The CPP details the process to develop needs, review proposed activities and program performance as well as the manner in which hearings are advertised and conducted.

The CPP sets forth the City's policies and procedures for citizen participation in developing the Consolidated Plan, incremental action plans, any substantial amendments to such plans, and development of the Consolidated Annual Performance and Evaluation Report (CAPER). The CPP is available to the general public. Upon request, the City will provide the CPP in a form accessible to persons with disabilities (i.e. oral or large print for visually impaired).

Advertisement

The City of Deerfield Beach made available to citizens, public agencies, and other interested parties the summary of proposed projects and the amount allocated to each project. This information was published for comment in the "Observer", a newspaper of general circulation, and made available on the City's website.

The City responds to all concerns, questions and/or complaints from citizens related to the consolidated plan, amendment of the plan, or the performance report. The City will provide a timely, substantive written response to every written citizen question and/or concern within 15 working days, where practicable.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Newspaper Ad	Broad Community Outreach	N/A	N/A	N/A	
2	Website- City of Deerfield Beach and DBHA	Broad Community Outreach	N/A	N/A	N/A	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
3	Public Hearing	Broad Community Outreach	<i>Will add after Commission meeting</i>	N/A	N/A	
4	Local Community Meetings	Broad Community Outreach	Designate information about programs.	N/A	N/A	
5	City Community Centers	Broad Community Outreach	Designate information about programs.	N/A	N/A	

Table 5 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.420(b), 91.220(c) (1,2)

Introduction

The City of Deerfield Beach's CDBG allocation for FY 2019/2020 is \$659,318. The City's proposes to use the funds for homeownership rehabilitation assistance, purchase assistance, public services, commercial façade/economic development, and program planning and administration. The City anticipates receiving \$102,250 in State Housing Initiative Partnership (SHIP) funds and \$193,098 in Home Investment Partnership (HOME) funds through Broward County Consortium.

FEDERAL RESOURCES

Community Development Block Grant (CDBG)

CDBG was first authorized by the U.S. Congress in 1974, by the Housing and Community Development Act of 1974 (HCDA), with subsequent amendments. The primary purpose of the HCDA is the development of viable urban communities, by providing decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low and moderate income. At least 70% of all CDBG funds must be spent on activities which benefit low or moderate-income persons. Funds are used for housing to benefit low and moderate-income persons, public facilities and improvements, expanded public services, rehabilitation of private or publicly owned buildings; economic development activities that create or retain jobs for low and moderate-income persons.

Home Investment Partnerships Program (HOME)

The City is a member of the Broward County HOME Consortium along with the Entitlement Cities of Tamarac, Coral Springs, Margate, Sunrise, Lauderhill, Plantation, Davie, Pembroke Pines, Miramar and Coconut Creek. The United States Congress passed the National Affordable Housing Act In 1990. This Act created a variety of affordable housing programs, including the Home Investment Partnerships Act. The purpose of the HOME program is to provide funds to local jurisdictions to strengthen public-private partnerships to provide more affordable housing through acquisition, rehabilitation, and new construction of housing, and tenant based rental assistance. In addition, HUD rules require that at

least 15% of HOME funds be set aside for community housing development organizations (CHDO) to develop affordable housing.

STATE RESOURCES

State Housing Initiative Partnership (SHIP) Program

The City of Deerfield Beach receives an annual allocation under this program. Florida Housing administers the SHIP program, which provides funds to local governments as an incentive to create partnerships that produce and preserve affordable homeownership. The program was designed to serve very low, low and moderate-income families.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 4				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public – federal	Admin and Planning Economic Development Housing Public Improvements Public Services	659,318	0	0	659,318	1,000,000	The City is an entitlement grantee and anticipates receiving \$659,318 over the next 4 years.
Supportive Housing Program	public – state	Housing	102,250	0	0	102,250	278,500	City is a State SHIP grantee receiving approximately \$102,250 per year.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 4				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
Other	public – federal	Housing	193,098	0	0	193,098	301,000	As a member of the Broward County HOME Consortium, the City receives an annual allocation of approximately \$193,098

Table 6 – Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

With the Purchase Assistance Program, the City will leverage funds with State and private bank funds for the mortgage of a property. The Homeownership Rehabilitation Program is leveraged with Federal and State funds as well.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The city owns a limited supply of lots within LMI areas. In the future the city may use these lots for in-fill housing and mix-use development activities in conjunction with local non-profits or private developers.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives – 91.420, 91.220€(3) &€

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Housing Rehabilitation	2015	2019	Affordable Housing	Citywide	Housing Rehabilitation	CDBG: \$200,000	Homeowner Housing Rehabilitated: 4 Household Housing Unit
2	Homebuyer Assistance	2015	2019	Affordable Housing	Citywide	Purchase Assistance	CDBG: \$202,455	Direct Financial Assistance to Homebuyers: 4 Households Assisted
3	Economic Development	2015	2109	Non-Housing Community Development	Census Tract/Block Group 103.06 (1,2)	Economic Development	CDBG: \$75,000	Economic Development Activities provide financial assistance to business in CDBG target areas for redesigning storefronts. Business Benefit: 1 or 2 business <u>Economic Development Activities: provide assistance to small businesses impacted by the COVID-19 Pandemic. Businesses Benefit: 15 businesses</u>
4	Public Service – Senior Transportation	2015	2019	Non-Housing Community Development	Citywide	Public Service – Senior Transportation	CDBG: \$25,000	Public service activities other than Low/Moderate Income Housing Benefit: 50 Persons Assisted
5	Public Service Adult Day Care	2015	2019	Non-Housing Community Development	Citywide	Public Service	CDBG: \$15,000	Public service activities other than Low/Moderate Income Housing Benefit: 25 Persons Assisted
6	Public Service Health & Wellness	2015	2019	Non-Housing Community Development	Citywide	Public Service	CDBG: \$10,000	Public service activities other than Low/Moderate Income Housing Benefit: 25 Persons Assisted
7	Planning and Administration	2015	2019	Non-Housing Community Development	Citywide	Administration	CDBG: \$131,863	Oversee the administration, development and implementation of the program

Table 7 – Goals Summary

Annual Action Plan
2019

15

Goal Descriptions

1	Goal Name	Housing Rehabilitation
	Goal Description	The goal is to provide homeowner rehabilitation assistance to homeowners who are experiencing conditions in and around their homes that pose a threat to their health, safety, and welfare. The home repair program is limited to low-to moderate-income homeowners and is available on a first qualified, first served basis.
2	Goal Name	Homebuyer Assistance
	Goal Description	The goal of the Purchase Assistance Program is to provide assistance to eligible homebuyers with a deferred payment loan to be applied towards the costs of purchasing existing or newly constructed (with a Certificate of Occupancy) eligible affordable housing.
3	Goal Name	Economic Development
	Goal Description	This goal of the program is to provides funding to small businesses in the CDBG Target Area. The selected projects will be awarded matching grant assistance and will focus on redesigning storefronts including features such as signage and lighting. <u>The goal of this program is to provide funding to small businesses in the City affected by the COVID-19 pandemic. The selected project will be awarded as a grant and will focus on meeting business basic obligations, business lease or mortgage payments, utilities payments, monthly debt payments, business payroll, business inventory expenses to remain viable, and to encourage business to maintain their labor force.</u>
4	Goal Name	Public Service – Senior Transportation
	Goal Description	The goal of this project is to provide transportation services to seniors in our community to areas in the City.
5	Goal Name	Public Service – Wellness Program
	Goal Description	Public Service- The goal is it provide wellness services to seniors in our Community.
6	Goal Name	Public Service – Alzheimer Day Care Program
	Goal Description	Public Service- The goal is it provide day care services to seniors in our Community.

AP-35 Projects – 91.420, 91.220(d)

Introduction

The City identified FY 2019/2020 Annual Action Plan Projects.

#	Project Name
1	Homeownership Rehabilitation
2	Purchase Assistance
3	Economic Development
4	Senior Transportation Program
5	Adult Day Care Program
6	Senior Health and Wellness
7	Planning and Administration

Table 8 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The main focus for the City is to maintain and provide decent affordable housing and improving the living environment of the City's low to moderate-income residents through public service and public improvements. The major obstacle is funding, or lack thereof. Both federal and state allocations fluctuate and are often decreased from year to year making planning for the future and meeting the needs of the underserved difficult.

P-38 Project Summary

Project Summary Information

1	Project Name	Homeownership Rehabilitation
	Target Area	Citywide
	Goals Supported	Housing Rehabilitation
	Needs Addressed	Maintaining Affordable Housing
	Funding	CDBG: \$200,000
	Description	The goal is to provide Homeowner Rehabilitation assistance to homeowners who are experiencing conditions in and around their homes that pose a threat to their health, safety, and welfare.
	Estimate the number and type of families that will benefit from the proposed activities	4 households
	Planned Activities	Homeowner Rehabilitation
2	Project Name	Purchase Assistance
	Target Area	Citywide

	Goals Supported	Homebuyer Assistance
	Needs Addressed	Expanding affordable housing
	Funding	CDBG: \$202,455
	Description	Purchase Assistance
	Estimate the number and type of families that will benefit from the proposed activities	4 households
	Planned Activities	Purchase Assistance
3	Project Name	Economic Development
	Target Area	Census Tract/Block Group 103.05 (2,3) Census Tract/Block Group 103.06 (2) <u>Citywide</u>
	Goals Supported	Economic Opportunity
	Needs Addressed	Economic Opportunity
	Funding	CDBG: \$75,000
	Description	Commercial Façade program provides funding to small businesses in the CDBG Target Area. The selected projects will be awarded matching grant assistance and will focus on redesigning storefronts including features such as signage and lighting. <u>Micro-Enterprise Grant Assistance Program provide funding to small businesses Citywide affected by the COVID-19 pandemic. Assisted businesses will be awarded a grant that will focus on meeting basic obligations, business lease or mortgage payments, utilities payments, monthly debt payments, business payroll, business inventory expenses to remain viable, and to encourage business to maintain their labor force.</u>
	Estimate the number business that will benefit from the proposed activities	1 or 2 <u>15</u>
	Planned Activities	Economic Development
4	Project Name	Senior Transportation Program
	Target Area	Citywide
	Goals Supported	Public Service - Senior Transportation
	Needs Addressed	Public Service - Senior Transportation
	Funding	CDBG: \$25,000

	Description	The Senior Transportation program is made available to persons 62 years and older who need transportation. The bus service may include the following locations Monday through Friday: To and from the NE Focal Point Senior Center, medical appointments, pharmacies for prescriptions, grocery and department stores, local malls, libraries and post offices, local parks and beaches and local restaurants.
	Estimate the number and type of families that will benefit from the proposed activities	50
	Location Description	
	Planned Activities	Transportation Services.
5	Project Name	Adult Day Care Program
	Target Area	Citywide
	Goals Supported	Public Service
	Needs Addressed	Public Service
	Funding	CDBG: \$15,000
	Description	Provide physically, functionally limited, and/or cognitively impaired seniors 62 years old and older who reside in Deerfield Beach with supervision and supportive services.
	Estimate the number and type of families that will benefit from the proposed activities	25
	Planned Activities	Public Service- Seniors.
6	Project Name	Senior Health and Wellness
	Target Area	Citywide
	Goals Supported	Public Service
	Needs Addressed	Public Service
	Funding	CDBG: \$10,000
	Description	Provide health support services to fulfill the physical, mental and social needs of Deerfield Beach residents 62 years old and older.
	Estimate the number and type of families that will benefit from the proposed activities	25
	Planned Activities	Public Service- Seniors.
7	Project Name	Planning and Administration
	Target Area	Citywide

	Goals Supported	Housing Rehabilitation Homebuyer Assistance Public Improvements Public Service - Senior Transportation Public Service
	Needs Addressed	Housing Rehabilitation Purchase Assistance Public Service Public Improvements
	Funding	CDBG: \$131,863
	Description	Administration of the Programs.
	Estimate the number and type of families that will benefit from the proposed activities	
	Planned Activities	Administration of the Programs.

AP-50 Geographic Distribution - 91.420, 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

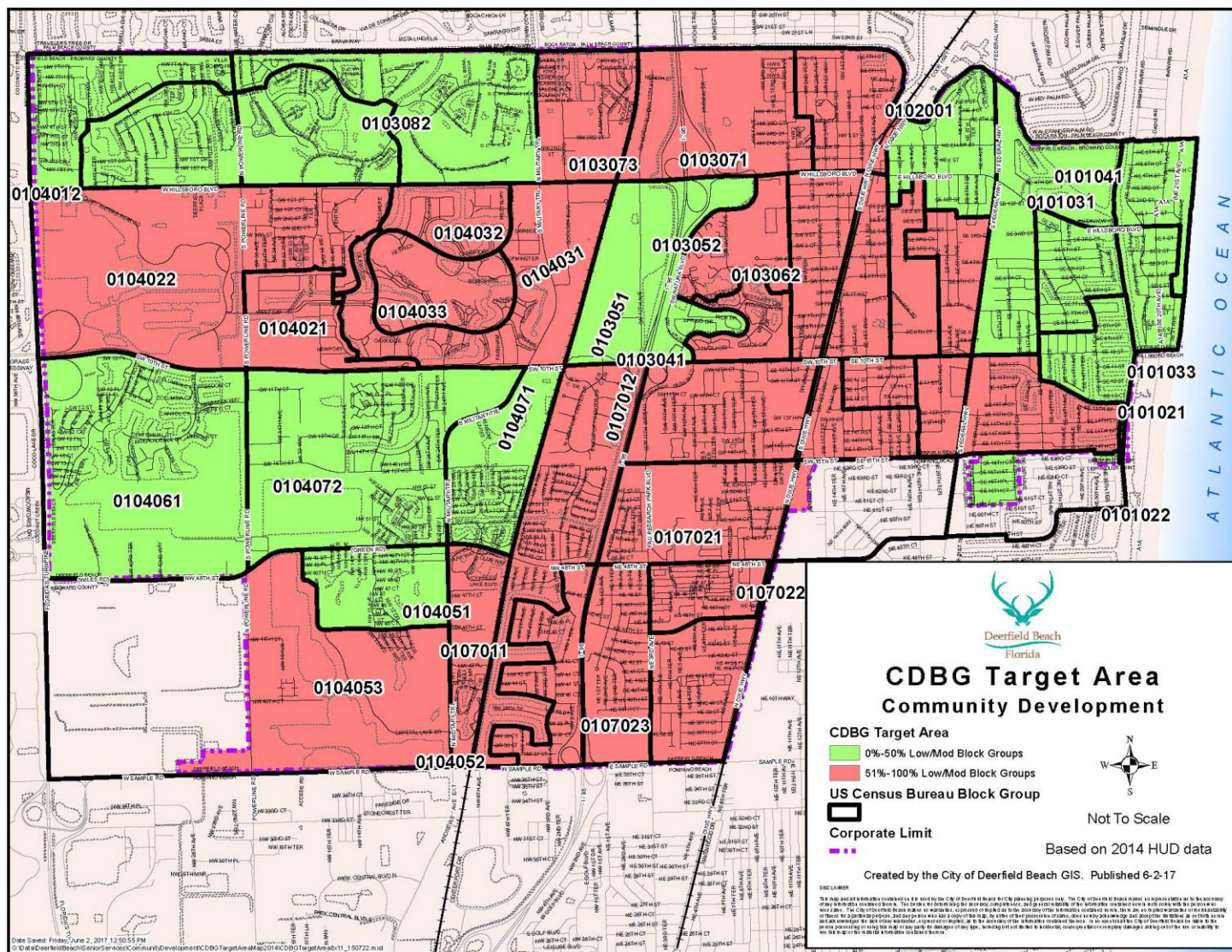
The City of Deerfield Beach is located in northeastern Broward County, Florida, just south of the Palm Beach County line. The City shares borders with Boca Raton in Palm Beach County (to the north) and the cities of Pompano Beach, Lighthouse Point, Hillsboro Beach and Coconut Creek in Broward County.

According to the Bureau of Economic and Business Research (BEBR), the City's population for 2016 is 78,042 with approximately 42,671 housing units. The City's household income according to the US Bureau of the Census' America Community Survey (ACS) 2011-2015 is \$40,626. The City's population is 67.6% White, 26.3% Black/African American, 1.8% Asian, and two or more races population at 2.6%. Hispanic or Latino residents (among any race) account for 16.1% of the population.

The City's CDBG target areas include areas with 51% or more of the residents are low to moderate income. The public improvement projects which include sidewalk installation and streetlights must be completed in the City's designated Target area. The area is characterized by low- to moderate-income concentration, with signs of economic decline, and slum and blighted areas. The target area map shows the areas in the City with low- to moderate-income concentration of 51.0 percent and above.

Rationale for the priorities for allocating investments geographically

N/A



AP-75 Barriers to affordable housing -91.420, 91.220(j)

Introduction

The City of Deerfield Beach housing market presents significant barriers to developing an adequate supply of affordable housing for low to moderate-income people. The City of Deerfield Beach has taken steps to remove regulatory barriers to affordable housing. The City will continue to educate residents on fair housing best practices and work with non-profits organizations serving low- and moderate-income residents. The City will continue to include strategies within the 2019 Action Plan to prioritize state and federal funding sources for affordable housing.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

The City will review its Comprehensive Plan, its zoning ordinance and building codes to ensure these documents do not contain barriers to affordable housing. Some policies implemented include:

- Permits as defined in s. 163.3177(6)(f)(3) for affordable housing projects are expedited to a greater degree than other projects.
- The City's Planning and Development Services and Community Development staff through the City Commission maintain an ongoing process for review of local policies, ordinances, regulations and plan provisions that increase the cost of housing prior to their adoption.

AP-85 Other Actions - 91.420, 91.220(k)

Introduction

This section addresses the City of Deerfield Beach's planned actions to foster and maintain quality affordable housing, continue the mitigation of lead-based paint hazards in homes occupied by low- to moderate-income individuals, reduce the number of households in poverty through various services, programs and coordination of service providers.

Actions planned to address obstacles to meeting underserved needs

Provide resources.

Actions planned to foster and maintain affordable housing

The City will continue to foster and maintain affordable housing through its Purchase Assistance and Homeowner Rehabilitation programs. The City will also provide support or otherwise to private efforts to reinvest into the existing housing stock as such opportunities arise.

Actions planned to reduce lead-based paint hazards

The City will continue to ensure all housing programs and projects comply with lead paint regulations. Part of any City administered housing program, the City will ensure all appropriate lead hazard disclosures, brochures and testing are done in compliance with Federal regulations for those homes built prior to 1978. If abatement is required, specifications by a certified lead contractor will be written and incorporated into rehabilitation specifications to be implemented by the City with CDBG funding. These actions will prevent lead poisoning and hazards in the community.

Actions planned to reduce the number of poverty-level families

The City will continue to dedicate a portion of its federal and state funds to affordable housing strategies. In addition, the City collaborates with Broward Coalition for the Homeless, Broward County Continuum of Care Program, the Deerfield Beach Housing Authority and other Broward County agencies to support additional programs to limit poverty among the residents of the City. Housing counseling, debt management, credit repair, as well as other social services are provided within the City as well as through various partners available to assist residents in financial crisis.

Actions planned to develop institutional structure

Community Development Department is responsible for the Planning and Administration of the CDBG-Consolidated Plan, Annual Action Plan, Consolidated Annual Performance Evaluation Report (CAPER) and all other reports associated with the CDBG program.

Actions planned to enhance coordination between public and private housing and social service agencies

The City of Deerfield Beach participates in County/City Committees created to coordinate public, private

and community-based efforts to expand affordable housing and economic development initiatives through research and program development activities that support community development joint ventures between the private and public sectors.

Amendment 1

The City is amending its FY 2019-20 Annual Action Plan by reallocating CDBG funds from the Commercial Façade Activity to the Micro-Enterprise Activity. Initially, the Commercial Façade Improvement Activity was budgeted for \$75,000, however with the COVID-19 pandemic the need is greater to assistance small businesses in a form of a grant through the Micro-Enterprises Grant Assistance program.

Micro-Enterprise \$75,000

The City's Micro-Enterprise Grant Assistance Program is designed to support small businesses in the City that are being impacted by COVID-19 Pandemic. This Grant Program will assist small businesses (sole proprietorship, corporations, limited liability corporations and sub chapter S corporations) with working capital to sustain during the COVID -19 health crisis. The COVID-19 Micro-Enterprise Grant Assistance Program will provide one -time up to **\$5,000.00**, in financial assistance to businesses to achieve the following objectives: Meet basic obligations, business lease or mortgage payments, utilities payments, monthly debt payments, business payroll, business inventory expenses to remain viable, and to encourage business to maintain their labor force. The program will assist a minimum of 15 Micro-Enterprise businesses physically located in the City of Deerfield Beach.

Program Specific Requirements

AP-90 Program Specific Requirements - 91.420, 91.220(l)(1,2,4)

Introduction

Program Income is only generated when previous recipients of CDBG funds (or other entitlement programs) default on the terms of their deferred loan, at that time repayment is due to the City. The City's Homeowner Rehabilitation and Purchase Assistance activities are the only activities in which funds are issued in the form of a deferred loan.

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	0

Other CDBG Requirements

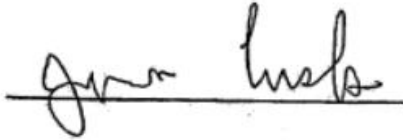
1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100.00%

EXHIBIT A- PUBLIC NOTICES

DEERFIELD PUBLISHING/ OBSERVER

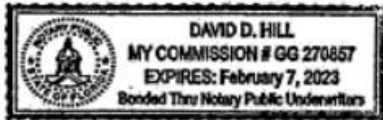
**STATE OF FLORIDA
BROWARD COUNTY**

I, Jim Lusk, do swear that I am the General Manager of Deerfield Publishing and Observer newspapers published in said county and of general circulation therein and that the Public Notice was published in said newspapers on the 21st day of February, 2019.



Subscribed and sworn to before me
This 3 day of April, 2019


Notary Public



Hearing on CDBG funds

Deerfield Beach City officials here anticipate receiving approximately \$640,000 in the next fiscal year to address community development and housing needs. A public hearing will be held on Thursday, Feb. 28 at 7 p.m. at the Hillsboro Community Center, 50 Hillsboro Technology Drive. The purpose of the meeting is to obtain input from residents and help determine the needs and local priorities for the use of the funds. The funds will come from the U.S. Department of Housing and Urban Development under the Community Development Block Grant (CDBG) program. This city is an entitlement recipient under that program. For more information, call 954-480-6420 or 954-425-8449 Ext. 113.

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STATE OF FLORIDA

COUNTY OF BROWARD/PALM BEACH/MIAMI-DADE

Before the undersigned authority personally appeared **MARK KUZNITZ** who on oath says that he/she is a duly authorized representative of the Classified Department of the Sun-Sentinel, daily newspaper published in Broward/Palm Beach/Miami-Dade County, Florida, that the attached copy of advertisement, being, a **NOTICE OF PUBLIC HEARING** in the Matter of **THE CITY OF DEERFIELD BEACH - P.N. 2019-095 CDBG ACTION PLAN NOTICE** appeared in the paper on **MAY 3, 2019 AD# 6251040** affiant further says that the said Sun-Sentinel Said newspaper has heretofore been continuously published in said Broward/Palm Beach/Miami-Dade County, Florida, each day, and has entered as second class matter at the post office in Fort Lauderdale, in said Broward County, Florida, for a period of one year next preceding the first publication of the attached copy of she has neither paid, nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in said newspaper.

Mark Kuznitz

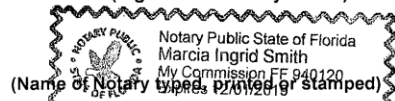
Mark Kuznitz, Affiant

Sworn to and subscribed before me on

MAY 3, 2019 A.D.

Marcia Ingrid Smith

(Signature of Notary Public)



(Name of Notary typed, printed or stamped)

Personally Known ☒ or Produced

Identification _____

PUBLIC NOTICE

2019-095

**City of Deerfield Beach
Community Development Block Grant
Program (CDBG)**

**Annual Action Plan FY 2019-2020
(10/1/2019 to 9/30/2020)**

The City of Deerfield Beach is an entitlement recipient of federal funds and receives an annual allocation from the U.S. Department of Housing and Urban Development (HUD) under the Community Development Block Grant (CDBG) program. In FY 2019/2020, the City anticipates receiving an allocation of \$659,318. The purpose of these funds is to provide decent housing, a suitable living environment, and better economic opportunities for low-to moderate-income residents in the City of Deerfield Beach.

The Annual Action Plan identifies the proposed projects for federal funding for Fiscal Year 2019/2020 and shows the linkage between projects and the specific objectives developed to address the priority needs identified in the Consolidated Plan.

City of Deerfield Beach Community Development Department is soliciting public input for the preparation for the annual action plan. All interested agencies, organizations, and persons are invited to submit input on the Annual Action Plan to the Community Development Department at 325 NW 2nd Avenue, Deerfield Beach Florida at 954-480-6420 or sscott@deerfield-beach.com.

YEAR	PROPOSED ACTIVITY NAME	AMOUNT
2019-2020	Homeownership Rehabilitation - The City's home repair program provides home repair assistance to homeowners who are experiencing conditions in and around their homes that pose a threat to their health, safety, and welfare. The home repair program is limited to low-to moderate-income homeowners and is available on a first qualified, first served basis. The repairs and appliances purchased in the program are encouraged to promote green and sustainable products. Products and home improvements consistent with the Energy Star Program are preferred.	\$200,000
2019-2020	Purchase Assistance - The City's Purchase Assistance Program is created to assist eligible homebuyers with a deferred payment loan to be applied towards the costs of purchasing existing or newly constructed (with a Certificate of Occupancy) eligible affordable housing. Eligible costs include the following: down payment, closing costs, mortgage buy down, and other costs associated with purchasing a home. Eligible housing includes single-family homes, townhomes, condominiums, eligible manufactured homes, Planned Unit Developments (PUDs) and villas.	\$202,455
2019-2020	Commercial Facade - The program provides funding to small businesses in the CDBG Target Area. The selected projects will be awarded matching grant assistance and will focus on redesigning storefronts including features such as signage and lighting.	\$75,000
2019-2020	Senior Transportation Program - The program provides transportation to eligible senior residents (62 and older) in Deerfield Beach who need transportation services. The program provides transportation to the following locations Monday through Friday: To and from the NE Focal Point Senior Center, medical appointments, pharmacies for prescriptions, grocery and department stores, local malls, libraries, and post offices, local parks and beaches and local restaurants.	\$25,000
2019-2020	Adult Day Care Program - The adult day care services will provide physically, functionally limited, and/or cognitively impaired seniors 62 years old and older who reside in Deerfield Beach with supervision and supportive services to assist with their functional abilities and promote their independence for a minimum of two days per week.	\$15,000
2019-2020	Seniors Health and Wellness Program - Provide health support services to fulfill the physical, mental and social needs of Deerfield Beach residents 62 years old and older. Preventive, health promotion and wellness services along with health screenings, educational lectures, and exercise programs will be provided to encourage and promote the health and well-being of the seniors.	\$10,000
2019-2020	Planning and Administration - Cost associated with administering the Community Development Block Grant (CDBG) program and preparation of the Annual Action Plan and other requires reports.	\$131,863
	TOTAL	\$659,318

Public Comment

The 30-day public comment period will commence May 3, 2019 and end June 3, 2020. A draft copy of the FY 2019-2020 Action Plan is located at the City of Deerfield Beach Community Development Department located at 325 NW 2nd Avenue, Deerfield Beach or on the City's website at www.deerfield-beach.com. Citizens are encouraged to comment on the FY 2019-2020 proposed Annual Action Plan activities.

The public hearing at the City Commission meetings will be held on **June 4, 2019 at 7:00 P.M.** in the City of Deerfield Beach Commission Chambers, City Hall, located at 325 NW 2nd Avenue, Deerfield Beach, Florida. Interested parties are encouraged to attend and participate.

For additional information on this hearing, please contact the City of Deerfield Beach, Community Development Department at (954) 480-6420. In accordance with the Americans with Disabilities Act and Florida Statutes Section 286.26, persons with disabilities needing special accommodation to participate in this hearing should contact the Office of City Clerk at least 72 (3 business days) hours prior to the hearing at 954-480-4213 for assistance.

Annual Action Plan
2019

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EXHIBIT B- PUBLIC COMMENTS

Exhibit B

**City of Deerfield Beach
CDBG FY 2019/2020 Annual Action Plan Pre-Development Public Hearing
Hillsboro Community Center
Thursday, February 28th, 2019 at 7:00 pm**

Questions/Comments & City's Response

Question: Is the Pinnell property located within the CDBG target area?

Response: Yes, the property is located within the target area. The map is based on 2014 data from HUD which uses 2010 census information and the American Community Survey.

Comment: Is the information being presented tonight is a projection for 2019-2020?

Response: Yes, that is correct.

Comment: Are properties in that area up for redevelopment?

Response: Yes, the Pinnell property is being redeveloped.

Question: Based on the data which is not up to date, is the Pinnell property entitled to funds from this program?

Response: No. Although the property is located within the target area, it is not a community-based project such as a park, sidewalk or drainage project.

Question: Is funding available for a senior barrier free program?

Response: The barrier-free program is no longer a separate program, it is included in the City's home repair program.

Question: How is this information getting out to the community and what does the home repair program consist of?

Response: In January and February the City hosted 2 workshops. Advertising efforts included social media, distribution of information to local churches and non-profits, press releases, newspaper ads and email blasts. Community Development offered to visit the churches to help get the information out.

Home repairs include roofs, windows, doors, air conditioning and water heaters. An independent inspector provides a comprehensive list of necessary repairs. The workshops are very helpful with providing more details on the assistance that is available.

For the purchase assistance program Community Development contacted lenders, non-profits, homebuyer agencies in the tri-county area and Deerfield Beach Housing Authority.

Comment: What is being done to reach the families who still have blue tarps?

Response: Community Development works with Code Compliance. There are multiple issues with blue tarps. The City is unable to assist individuals who have filed insurance claims and are working with adjusters. Additionally, the program will not allow assistance to homeowners who do not have insurance.

Question: Why is insurance required?

Response: It is the current policy of State and Federal programs.

Comment: What about low-income families who cannot afford insurance? They should have access to these funds without the hardship of insurance expenses.

Response: The program funds invested in each project must be protected.

Comment: Citizens feel they are not fairly dealt with when faced with taking on another expense to qualify for these programs.

Comment: Legislators should work with insurance industry leaders to develop a program to subsidize these costs for seniors and low-income families.

Question: From the penny tax that just passed, the City is going to get some new community buses. They should be used to supplement the senior transportation program.

Comment: There are many reasons why some homeowners cannot be assisted. When applying for the rehabilitation program all household income must be documented. Some household members do not wish to share this information, disqualifying the applicant.

Comment: Recently the City hosted 2 workshops, they were not well attended by Deerfield Beach residents. If people need assistance they should be attending these workshops to see what help is available.

Comment: The prices of homes in Deerfield Beach have gone up, homebuyers become discouraged when they are not able to find anything affordable.

Question: Will CDBG be affected by "granny housing".

Response: To assist with affordable housing, Broward County proposes allowing some homeowners to rent out “mother-in-law suites”. It should not affect CDBG.

Question: Explain projects.

Response: Projects can be a variety of things. Installation of new sidewalks, park improvements, drainage and new community centers within the target area are possible projects. Home repair and purchase assistance programs are considered projects. 15% of the funds can be used for public service projects such as senior transportation or wellness programs. Programs geared to senior citizens and youth are generally considered to benefit low to moderate income persons.

Question: Are cultural programs eligible for CDBG funding?

Response: Cultural activities would be considered public service projects. In the past the City funded certain projects; however, it has not done so in the past 5-6 years. **Comment:** The Future Leaders program is operated by the City, so the reporting requirements would be their responsibility. CDBG funds can be used for supplies.

Response: CDBG funds cannot be used solely for supplies for a program that is not a CDBG public service project. CDBG funds cannot be used to fund a project that is funded by the City unless there is a need to expand it.

Comment: The program has existed for 25 years with a maximum of 50 participants per year. The City should consider increasing the number of participants and pay for training with CDBG funds.

Response: Community Development will discuss the matter with the Parks and Recreation and Human Resources Departments.

Question: What level of CDBG funding is expected this year?

Response: There have been no updates. Last year the allocation went up \$10,000 to \$640,000. The amount is based on HUD's formula.

The City also receives State Housing Initiative Partnership (SHIP) funds and HOME Investment Partnership funds for home repair and purchase assistance programs.

Question: How many households will be served? 4-5 is not enough.

Response: Since it is uncertain what the allocation from the State will be, it is difficult to determine. The full allocation of SHIP funds could be up to \$800,000. Three years ago, it was \$400,000, last year only \$100,000.

Question: In the newly annexed area is anything needed by the City to make it whole?

Comment: Water is still provided by the County. The City's Engineering and Environmental Services departments are working on this.

Comment: It has been more than 5 years since annexation, it should be completed by now.

EXHIBIT C- SF 424

Application for Federal Assistance SF-424		
* 1. Type of Submission: ☐ Preapplication ☒ Application ☐ Changed/Corrected Application		
* 2. Type of Application: ☐ New ☒ Continuation ☐ Revision		
* If Revision, select appropriate letter(s): _____ * Other (Specify): _____		
* 3. Date Received: _____		4. Applicant Identifier: _____
5a. Federal Entity Identifier: CDBG - B13MY120046		5b. Federal Award Identifier: _____
State Use Only:		
6. Date Received by State: _____		7. State Application Identifier: _____
8. APPLICANT INFORMATION:		
* a. Legal Name: City of Deerfield Beach		
* b. Employer/Taxpayer Identification Number (EIN/TIN): 59-6000305		* c. Organizational DUNS: 0863820900000
d. Address:		
* Street1: 150 Northeast 2nd Avenue		
Street2: _____		
* City: Deerfield Beach		
County/Parish: _____		
* State: FL: Florida		
Province: _____		
* Country: USA: UNITED STATES		
* Zip / Postal Code: 33441		
e. Organizational Unit:		
Department Name: Community Development		Division Name: _____
f. Name and contact information of person to be contacted on matters involving this application:		
Prefix: Mrs.		* First Name: Vickki
Middle Name: _____		
* Last Name: Placide-Pickard		
Suffix: _____		
Title: Community Development Director		
Organizational Affiliation: _____		
* Telephone Number: 954-571-2675		Fax Number: _____
* Email: vPlacide-Pickard@deerfield-beach.com		

Application for Federal Assistance SF-424			
* 9. Type of Applicant 1: Select Applicant Type: C: City or Township Government			
Type of Applicant 2: Select Applicant Type: 			
Type of Applicant 3: Select Applicant Type: 			
* Other (specify): 			
* 10. Name of Federal Agency: Department of Housing and Urban Development			
11. Catalog of Federal Domestic Assistance Number: 14-218 CFDA Title: Community Development Block Grant			
* 12. Funding Opportunity Number: Entitlement Grant CDBG * Title: CDBG Project Titles: Home Repair, Purchase Assistance, Commercial Facade, Senior Transportation, Adult Daycare, Senior Health & Wellness, and Planning & Administration.			
13. Competition Identification Number: Title: 			
14. Areas Affected by Project (Cities, Counties, States, etc.): Add Attachment Delete Attachment View Attachment			
* 15. Descriptive Title of Applicant's Project: Housing Rehabilitation Projects, Home-buyer Assistance, Economic Development-Commercial Facade Project, Senior Transportation, Adult Daycare, and Health & Wellness Activities.			
Attach supporting documents as specified in agency instructions. Add Attachments Delete Attachments View Attachments			

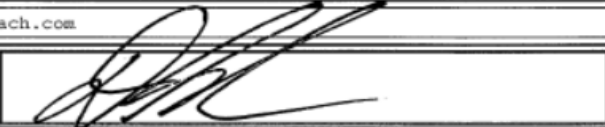
Application for Federal Assistance SF-424	
16. Congressional Districts Of:	
* a. Applicant: 22	* b. Program/Project:
Attach an additional list of Program/Project Congressional Districts if needed. Add Attachment Delete Attachment View Attachment	
17. Proposed Project:	
* a. Start Date: 10/01/2019	* b. End Date: 09/30/2020
18. Estimated Funding (\$):	
* a. Federal	659,318.00
* b. Applicant	
* c. State	
* d. Local	
* e. Other	
* f. Program Income	
* g. TOTAL	659,318.00
* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?	
☐ a. This application was made available to the State under the Executive Order 12372 Process for review on	
☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.	
☒ c. Program is not covered by E.O. 12372.	
* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)	
☐ Yes ☒ No	
If "Yes", provide explanation and attach Add Attachment Delete Attachment View Attachment	
21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)	
☒ ** I AGREE	
** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.	
Authorized Representative:	
Prefix: Mr.	* First Name: David
Middle Name:	
* Last Name: Santucci	
Suffix:	
* Title: Interim City Manager	
* Telephone Number: 954-480-4261	Fax Number:
* Email: web.citymgr@deerfield-beach.com	
* Signature of Authorized Representative: 	* Date Signed: 6/11/19

EXHIBIT D- CERTIFICATIONS

CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing -- The jurisdiction will affirmatively further fair housing, which means it will conduct an analysis of impediments to fair housing choice within the jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting that analysis and actions in this regard.

Anti-displacement and Relocation Plan -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR 24; and it has in effect and is following a residential anti-displacement and relocation assistance plan required under section 104(d) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with funding under the CDBG or HOME programs.

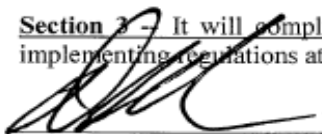
Anti-Lobbying -- To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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;
2. 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction -- The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan -- The housing activities to be undertaken with CDBG, HOME, ESG, and HOPWA funds are consistent with the strategic plan.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968 and implementing regulations at 24 CFR Part 135.


Signature/Authorized Official


Date


Title

Specific CDBG Certifications

The Entitlement Community certifies that:

Citizen Participation -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan -- Its consolidated housing and community development plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that provide decent housing, expand economic opportunities primarily for persons of low and moderate income. (See CFR 24 570.2 and CFR 24 part 570)

Following a Plan -- It is following a current consolidated plan (or Comprehensive Housing Affordability Strategy) that has been approved by HUD.

Use of Funds -- It has complied with the following criteria:

1.Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it certifies that it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include activities which the grantee certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available);

2.Overall Benefit. The aggregate use of CDBG funds including section 108 guaranteed loans during program year(s)**2019, 2020** a period specified by the grantee consisting of **one**, two, or three specific consecutive program years), shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period;

3.Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds including Section 108 loan guaranteed funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

The jurisdiction will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108, unless CDBG funds are used to pay the proportion of fee or assessment attributable to the capital costs of public improvements financed from other revenue sources. In this case, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds. Also, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force -- It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction;

Compliance with Anti-discrimination laws -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 USC 2000d), the Fair Housing Act (42 USC 3601-3619), and implementing regulations.

Lead-Based Paint -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, subparts A, B, J, K and R;

Compliance with Laws -- It will comply with applicable laws.



Signature/Authorized Official



Date



Title

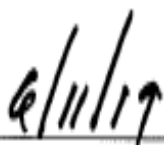
OPTIONAL CERTIFICATION CDBG

Submit the following certification only when one or more of the activities in the action plan are designed to meet other community development needs having a particular urgency as specified in 24 CFR 570.208(c):

The grantee hereby certifies that the Annual Plan includes one or more specifically identified CDBG-assisted activities which are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community and other financial resources are not available to meet such needs.



Signature/Authorized Official



Date



Title

Specific HOME Certifications

The HOME participating jurisdiction certifies that:

Tenant Based Rental Assistance -- If the participating jurisdiction intends to provide tenant-based rental assistance:

The use of HOME funds for tenant-based rental assistance is an essential element of the participating jurisdiction's consolidated plan for expanding the supply, affordability, and availability of decent, safe, sanitary, and affordable housing.

Eligible Activities and Costs -- it is using and will use HOME funds for eligible activities and costs, as described in 24 CFR § 92.205 through 92.209 and that it is not using and will not use HOME funds for prohibited activities, as described in § 92.214.

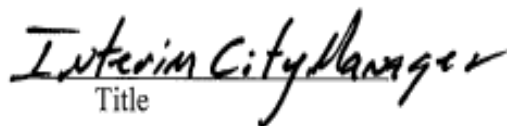
Appropriate Financial Assistance -- before committing any funds to a project, it will evaluate the project in accordance with the guidelines that it adopts for this purpose and will not invest any more HOME funds in combination with other Federal assistance than is necessary to provide affordable housing;



Signature/Authorized Official



Date



Title

Emergency Solutions Grants Certifications

The Emergency Solutions Grants Program recipient certifies that:

Major rehabilitation/conversion/renovation – If an emergency shelter’s rehabilitation costs exceed 75 percent of the value of the building before rehabilitation, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed rehabilitation.

If the cost to convert a building into an emergency shelter exceeds 75 percent of the value of the building after conversion, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed conversion.

In all other cases where ESG funds are used for renovation, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 3 years after the date the building is first occupied by a homeless individual or family after the completed renovation.

Essential Services and Operating Costs – In the case of assistance involving shelter operations or essential services related to street outreach or emergency shelter, the recipient will provide services or shelter to homeless individuals and families for the period during which the ESG assistance is provided, without regard to a particular site or structure, so long the recipient serves the same type of persons (e.g., families with children, unaccompanied youth, disabled individuals, or victims of domestic violence) or persons in the same geographic area.

Renovation – Any renovation carried out with ESG assistance shall be sufficient to ensure that the building involved is safe and sanitary.

Supportive Services – The recipient will assist homeless individuals in obtaining permanent housing, appropriate supportive services (including medical and mental health treatment, victim services, counseling, supervision, and other services essential for achieving independent living), and other Federal, State, local, and private assistance available for these individuals.

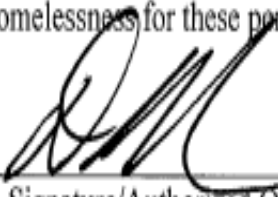
Matching Funds – The recipient will obtain matching amounts required under 24 CFR 576.201.

Confidentiality – The recipient has established and is implementing procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted under the ESG program, including protection against the release of the address or location of any family violence shelter project, except with the written authorization of the person responsible for the operation of that shelter.

Homeless Persons Involvement – To the maximum extent practicable, the recipient will involve, through employment, volunteer services, or otherwise, homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted under the ESG program, in providing services assisted under the ESG program, and in providing services for occupants of facilities assisted under the program.

Consolidated Plan – All activities the recipient undertakes with assistance under ESG are consistent with its consolidated plan.

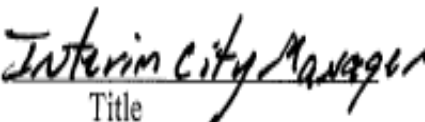
Discharge Policy – The recipient will establish and implement, to the maximum extent practicable and where appropriate, policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, mental health facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent this discharge from immediately resulting in homelessness for these persons.



Signature/Authorized Official



Date



Title

Housing Opportunities for Persons with AIDS Certifications

The HOPWA grantee certifies that:

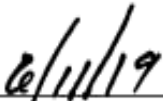
Activities -- Activities funded under the program will meet urgent needs that are not being met by available public and private sources.

Building -- Any building or structure assisted under that program shall be operated for the purpose specified in the consolidated plan:

1. For a period of not less than 10 years in the case of assistance involving new construction, substantial rehabilitation, or acquisition of a facility,
2. For a period of not less than 3 years in the case of assistance involving non-substantial rehabilitation or repair of a building or structure.



Signature/Authorized Official



Date



Title

APPENDIX TO CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING CERTIFICATION:

Lobbying Certification

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.

EXHIBIT E- RESOLUTION

RESOLUTION NO. 2019/071

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE 2019-2020 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ACTION PLAN; PROVIDING FOR IMPLEMENTATION AND TECHNICAL REVISIONS; PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Deerfield Beach participates in the U.S. Department of Housing and Urban Development ("HUD") entitlement formula as a recipient of federal funds; and

WHEREAS, as an entitlement municipality, the City is required by HUD regulations to submit a one-year action plan annually as a requirement for the City to receive funds under the Community Development Block Grant ("CDBG") program; and

WHEREAS, the proposed action plan for Fiscal Year 2019/2020 describes the activities to be performed by the City and the amount of funding allocated in the anticipated amount of \$659,318.00; and

WHEREAS, the Community Development Division recommends that the City Commission approve the 2019/2020 CDBG Action Plan, attached hereto and made a part hereof as Exhibit "A" (the "Action Plan").

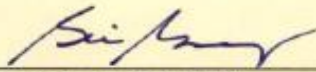
NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:

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

Section 2. The City Commission hereby approves the 2019/2020 Action Plan, attached as Exhibit "A", and authorizes the City Manager or designee to take all necessary actions to implement the Action Plan and to make technical revisions to the Action Plan as warranted.

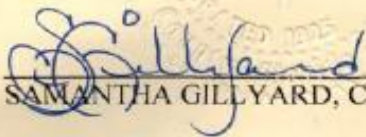
Section 3. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 4TH DAY OF JUNE, 2019.



BILL GANZ, MAYOR

ATTEST:



SAMANTHA GILLYARD, CMC, CITY CLERK

PUBLIC NOTICE 2020-048
CITY OF DEERFIELD BEACH, FLORIDA
PROPOSED AMENDMENT TO
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS

The City of Deerfield Beach a recipient of Community Development Block Grant (CDBG) through the Department of Housing and Urban Development is required to provide citizens with reasonable notice of an opportunity to comment on an amendment to the FY 2019-2020 Annual Action Plan at <http://www.deerfield-beach.com/1769/Approved-Docs>. The public comment period extends seven (7) days from the date of publication of this public notice. The City is proposing to make the changes indicated below. In accordance with 24 CFR Part 91.505 entitled "Amendments to the Consolidated Plan," the following criteria are used to determine amendments to the Annual Action Plans.

According to 91.505 (a), the jurisdiction shall amend its approved Plan whenever it makes one of the following decisions:

- (1) To make a change in its allocation priorities or a change in the method of distribution of funds;
- (2) To carry out an activity, using funds from any program covered by the consolidated plan (including program income), not previously described in the action plan; or
- (3) To change the purpose, scope, location, or beneficiaries of an activity.

PROPOSED AMENDMENT

Micro-Enterprise Grant Assistance Program- \$75,000.00

The proposed amendment will assist a minimum of 15 Micro-Enterprises business located in Deerfield Beach. Initial funding of \$75,000 for the Commercial Façade Program was included in the 2019-2020 Annual Plan; however, funds are being re-allocated to the Micro-Enterprise Grant Assistance Program. The Micro-Enterprise Grant Program is designed to support small businesses in the City of Deerfield Beach being impacted by the COVID-19 Pandemic. The program will be funded through Community Development Block Grant (CDBG) funds FY 2019-2020. The COVID-19 Micro-Enterprise Grant Assistance Program will provide one -time up to **\$5,000.00**, in financial assistance to businesses to achieve the following objectives: Meet basic obligations, business lease or mortgage payments, utilities payments, monthly debt payments, business payroll, business inventory expenses to remain viable, and to encourage business to maintain their labor force.

SUBSTANTIAL CHANGES TO ACTIVITIES IN THE ACTION PLAN

The seven-day public comment period will commence May 11, 2020, and end May 17, 2020. Citizens are encouraged to review and comment on the proposed amendment during the seven-day comment period via email at jsalas@deerfield-beach.com. Citizens are encouraged to comment upon the proposed substantial amendment. For comments or questions on the amendment, please contact Jonathan Salas at 954-480-4464 or jsalas@deerfield-beach.com.

The City of Deerfield Beach City Commission is scheduled to hold a Commission Meeting on Tuesday, May 19, 2020 and the proposed Amendment is on the Agenda for Commission's consideration. The Commission Meeting is scheduled to begin at 7:00 p.m. on May 19, 2020, utilizing communications media technology with elected officials and City staff participating through video conferencing. Interested parties are encouraged to log-in at <http://www.deerfield-beach.com/1554/Meetings-Agendas> and participate. Public comments for the meeting may also

be provided via email to web.clerk@deerfield-beach (please include your name and address for the record).

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



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2020-389

Agenda Date: 5/19/2020

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 Facility Use and Grant Agreement with DPR Youth Enrichment Association for Academics & Athletics, Inc. for the Packer Rattlers Youth Football, Cheerleading and Academic Support Programs; approving a \$35,000 grant to support the youth football and cheerleading programs within the City; providing for execution, severability and an effective date. (Funds from Account #001-7025-572-39-14 - Athletic Program Supplement)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Approval requires a 3/5 vote of the City Commission for adoption

Fiscal Impact

Costs: \$35,000

Account Name: Athletic Program Supplement

Account Number: 001-7025-572-39-14

Background/History

DPR Youth Enrichment Association for Academics and Athletics, Inc., (the "Packer Rattlers") is a Florida not-for-profit corporation that provides youth football, cheerleading and academic support programs for youth ages 5 to 14 years old (the "Youth Programs").

For the 2019 football/cheerleading season, the Packer Rattlers submitted a grant application and budget proposal to the City requesting funding to support for the Youth Programs within the City. The City provided funding support to the Packer Rattlers in the amount of \$75,000 for 2019.

During the 2019 season, the Packer Rattlers utilized the City owned and operated Oveta McKeithen Recreational Complex, which was suitable for use by them for their Youth Programs.

Current Activity

Their 2019 agreement expired on December 31, 2019. The Packer Rattlers have requested the use of the Oveta McKeithen Recreational Complex to conduct their Youth Programs for the 2020-2021 season, within the City of Deerfield Beach (the "Facility Use").

The Packer Rattlers submitted a grant application and budget proposal to the City requesting

renewal of their facility use agreement and funding for the 2020-2021 season. Their funding request for the upcoming season is for \$35,000, which is down from the \$75,000 granted for the 2019 season. A new Agreement has been prepared for the 2020-2021 season consistent with last year's agreement, except for the reduced City funding amount and an added provision to address the potential for Covid-19 impacts.

Recommendation

City staff recommends approving the Facility Use, \$35,000 in supplemental funding to the Packer Rattlers to support the Youth Programs, and approving and authorizing execution of a Facility Use and Grant Agreement with the Packer Rattlers to support the Youth Programs within the City.

RESOLUTION NO. 2020/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING A FACILITY USE AND GRANT AGREEMENT WITH DPR YOUTH ENRICHMENT ASSOCIATION FOR ACADEMICS & ATHLETICS, INC. FOR THE PACKER RATTTLERS YOUTH FOOTBALL, CHEERLEADING AND ACADEMIC SUPPORT PROGRAMS; APPROVING A \$35,000 GRANT TO SUPPORT THE YOUTH FOOTBALL AND CHEERLEADING PROGRAMS WITHIN THE CITY; PROVIDING FOR EXECUTION, SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, DPR Youth Enrichment Association for Academics and Athletics, Inc., (the “Packer Rattlers”) is a Florida not-for-profit corporation that provides youth football, cheerleading and academic support programs for youth ages 5 to 14 years old; and

WHEREAS, the City owns and operates certain facilities, including the Oveta McKeithen Recreational Complex, which are suitable for use by the Packer Rattlers for its Youth Football, Cheerleading and Academic Support Programs (the “Youth Programs”); and

WHEREAS, the Packer Rattlers have requested the use of the Oveido McKeithan Recreational Complex to conduct its Youth Programs, including Football and Cheerleading for the 2020-2021 season, within the City of Deerfield Beach (the “Facility Usage”); and

WHEREAS, the Packer Rattlers have submitted a grant application and budget proposal to the City and have requested funding to support the Youth Programs within the City; and

WHEREAS, City staff recommends approving the Facility Use, and a Facility Use and Grant Agreement with the Packer Rattlers, attached as Exhibit “A”, (the “Agreement”) to support the Youth Programs within the City; and

WHEREAS, the City Commission finds that it is in the best interest of the City to authorize and approve the Facility Use, approve a \$35,000 grant to the Packer Rattlers to support the Youth Programs (the “Youth Sports Grant”), and authorize execution of the Agreement with the Packer Rattlers.

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 and approves the Facility Use by Packer Rattlers for the Youth Programs subject to the terms of the Agreement.

Section 3. The City Commission finds that the Youth Sports Grant to the Packer Rattlers in the amount of \$35,000 in accordance with the terms of the Agreement serves the public interests of the citizens of the City and is hereby approved.

Section 4. The City Commission approves the Facility Use and Grant Agreement with the Packer Rattlers for the Facility Use and Youth Sports Grant in a form acceptable to the City Attorney. The Mayor and City Manager are authorized to execute the Agreement with the Packer Rattlers, attached as Exhibit “A”, together with such non-substantial changes that are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 5. The appropriate City officials are authorized to do all things necessary to carry out the aims of this Resolution.

Section 6. 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 7. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2020.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CMC, CITY CLERK

**FACILITY USE AND GRANT AGREEMENT
BETWEEN THE CITY OF DEERFIELD BEACH
AND DPR YOUTH ENRICHMENT ASSOCIATION FOR
ACADEMICS & ATHLETICS, INC.**

This Agreement (the "Agreement") is made and entered into this _____ day of May, 2020, between the City of Deerfield Beach, Florida, (the "CITY"), and the DPR Youth Enrichment Association For Academics & Athletics, Inc. (the "LICENSEE").

WHEREAS, LICENSEE is a Florida not-for-profit corporation that provides youth football, cheerleading and academic support programs for youth ages 4 to 14 years old; and

WHEREAS, the City owns and operates facilities, including the Oveta McKeithen Recreational Complex, which are suitable for use by the LICENSEE for its Youth Football and Cheerleading Programs (the "Youth Programs"); and

WHEREAS, LICENSEE desires to obtain a non-exclusive license to use areas of the Oveta McKeithen Recreational Complex approved by the City (the "Permitted Area") to administer LICENSEE's tackle football and cheerleading athletic programs, games, and events within the City ("Athletic Events"); and

WHEREAS, LICENSEE has submitted a grant application and budget proposal to the City and has requested funding to support the Youth Programs within the City; and

WHEREAS, the CITY agrees to permit LICENSEE to conduct LICENSEE's Youth Programs at the Permitted Area and to provide grant funding to support the Youth Programs within the City, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, CITY and LICENSEE do hereby agree as follows:

Section 1. Recitals. The foregoing "WHEREAS" clauses are hereby ratified as being true and correct and are incorporated herein.

Section 2. Scope of Work. LICENSEE shall administer a Football and Cheerleading Program for the 2020 season within the City at the Permitted Area in accordance with the Scope of Services, attached as Exhibit "A", and the terms and conditions of this Agreement.

Section 3. Term. This Agreement shall take effect upon the date of execution by the parties and shall continue until December 31, 2020, unless terminated as permitted herein (the "Term"). The Term of this Agreement may extended for up to two additional one year terms concluding December 31, 2021 and December 31, 2022, respectively, by the City Manager prior to the end of the then existing term, upon mutual written agreement by the parties.

Section 4. Licensee's Responsibilities.

- a. *Security Deposit.* Upon execution of this Agreement and prior to conducting any Athletic Events at the Permitted Area, LICENSEE shall pay a \$500.00 security deposit to the City.
- b. *Non-profit Status.* Upon execution of this Agreement, LICENSEE shall provide the City with a copy of LICENSEE's non-profit corporate status and any reasonable supporting documentation that may be requested by the City to verify such status.
- c. *Coaching Certifications.* Prior to the first official game of each season of each Youth Program, LICENSEE shall provide the City with (i) copies of the certifications required by their respective league for each individual that will be providing coaching services, or (ii) a certified letter by the President of the respective Youth Program league stating the names of the league's certified volunteers.
- d. *Scheduling.* LICENSEE shall provide a schedule of practices, games, meetings and events to the CITY no later than one month before the start of the season, based on availability of City fields. The LICENSEE must attain from the City, a facility use permit (at no additional cost) for all scheduled activity. Any and all amendments to original schedule must be submitted in writing five (5) business days prior to actual rescheduled practices, meetings, games or events to the Parks & Recreation Director or designee. It is understood by LICENSEE that it is one of many users of the park facility and that the CITY may not in all cases be able to permit the exclusive use of the park at all the times desired by LICENSEE.

LICENSEE acknowledges that all City run programs and functions take priority over scheduling of all other outside programming. All meetings and registrations that take place in the Permitted Area facilities must be approved by the City a minimum of two weeks prior to the event. All Licensee activities must fall within the Permitted Area's normal operating hours, unless approved by the Parks and Recreation Director in writing.

- e. *Rosters.* LICENSEE shall provide a set of initial rosters to the City one (1) week prior to the start of scheduled games for each Youth Program. LICENSEE will provide final rosters to the City at the midpoint (middle of game schedule) of the season.
- f. *Financials and Tax Return.* LICENSEE shall submit Audited Financials to the City at end of each Youth Program season under this Agreement. In accordance with the City's policy for grant funds in excess of \$10,000, LICENSEE shall provide to the City a tax return for LICENSEE's fiscal year in which the grant funds are received from the City.

- g. *Damage to Facilities.* LICENSEE recognizes that the Permitted Area is a community focal point that the CITY wishes to maintain in pristine conditions. LICENSEE agrees it will take no action that would cause damage to the Permitted Area. In this regard, LICENSEE agrees not to cause damage to the landscaping or foliage to the Permitted Area. LICENSEE shall not cause any litter or debris to be left on the Permitted Area. Moreover, LICENSEE shall ensure that there shall be no consumption of alcoholic beverages or illicit drugs in the Permitted Area. LICENSEE agrees to a fine of \$100 per violation, if there is a violation of the aforementioned provision, which amounts may be deducted from any funds to be provided to Licensee by the City, if any. If there are conditions that occur during the Athletic Events that require an adjustment of security deposit returned at the conclusion of the Athletic Events, LICENSEE shall pay any overages of fees within ten (10) days of the conclusion of the Athletic Events.
- h. *Clean-up of Permitted Areas.* Immediately after each Athletic Event, the LICENSEE shall be responsible for cleaning all ball fields and facility areas used during the administration of any Athletic Events, including, but not limited to cleaning all fields, recreational buildings, dugouts, fence lines, and playground areas. LICENSEE further agrees to ensure that all trash will be placed in CITY receptacles. LICENSEE agrees to a fine of \$100 per violation for failure to adhere to this subsection, which amounts may be deducted from any funds to be provided to Licensee by the City. A representative of the CITY may inspect and document the condition of the Permitted Area the day of or the day after an Athletic Event, and may take photographs of the Permitted Area. LICENSEE, at the conclusion of the Athletic Events, must restore the site to a condition equal to that existing on the day prior to the Athletic Events. LICENSEE shall pay all costs for the repair and replacement of CITY property that occurs during the Athletic Events.
- i. *Emergency Access and Dangerous Conditions.* LICENSEE agrees to provide all emergency access required by the CITY and its employees for the safety and welfare of the community and those attending the Athletic Events, and proper entrances into any gates that are locked. If, in the course of LICENSEE's operations, CITY or its officers, agents and employees become aware of any condition in or about the Permitted Area which may be dangerous, LICENSEE shall immediately correct such condition or cease operations upon being notified so as not to endanger persons or property.

Section 5. Background Checks. LICENSEE shall comply with the City's Sports Volunteer Background Screening Policy, Section 50-80 of the City Code, as such policy may be amended from time to time (the "Policy").

- a. LICENSEE shall be required to perform a Level II background check on all of LICENSEE's board members and volunteers and LICENSEE's employees coaches, agents, and other volunteers who may utilize a City Facility and have direct contact with youth sports participants (each is a "Volunteer") and the results of such background checks shall be provided to the City prior to any Volunteer utilizing a City Facility for youth sports. City agrees to pay for the required background checks during the Term of this Agreement.
- b. Level II Background checks for all Volunteers shall be conducted on an annual basis for each year of this Agreement. Volunteers shall be prohibited from participating in youth sports at any City Facilities or in any of the Youth Programs within the City in the event: (i) they have not had a current Level II background check conducted, or (ii) the results of their Level II background check reveal any of the disqualification factors set forth in the Policy, unless and until such Volunteer successfully appeals the disqualification in accordance with the Policy.
- c. By signing this Agreement, LICENSEE acknowledges that LICENSEE has read and understands the Policy and agrees to abide by the background screening qualification standards set forth in the Policy with respect to LICENSEE's Volunteers. Further, LICENSEE agrees to provide written notice to the City immediately upon LICENSEE's knowledge of any occurrence that, under the Policy, would disqualify any Volunteer. The City shall have the right to immediately terminate this Agreement upon written notice to LICENSEE if LICENSEE fails to abide by the Policy.
- d. *Affidavit.* LICENSEE shall be required to submit an affidavit on a form provided by or approved by the City certifying that the youth sports organization will not use any Volunteer who has direct contact with youth sports participants who has failed the background check based upon the criteria set forth in Section 50-80 of the City Code or Section 943.0438, Fla. Stat., as may be amended from time to time. Such affidavit shall be submitted to the City Manager or designee prior to conducting any youth sports activity under this Agreement.

Section 6. Insurance and Indemnification.

- a. *Insurance.* LICENSEE shall provide the CITY with a copy of LICENSEE's liability insurance upon execution of this Agreement and prior to any Athletic Event taking place. LICENSEE shall maintain no less than the following amounts of insurance:

(1) Comprehensive general liability	\$1,000,000
(2) Property damage	\$1,000,000
(3) Automotive liability	\$1,000,000
(4) Worker's compensation	statutory requirement

The general liability and property damage insurance shall, at a minimum, cover the coaches and the youth participants who are participating in any Youth Program or Athletic Event.

Each policy shall name the CITY as an additional insured and the LICENSEE shall deliver to the CITY a copy of the certificate of insurance evidencing the existence of the policies. Each certificate shall provide that the CITY will be afforded 30-day prior written notice of cancellation of any of the policies for any reason. The insurance shall only be written by companies rated B+ or higher, according to the most recent issue of Best Insurance Rating Guide. The certificate shall be submitted with a cover letter addressed to the CITY from the LICENSEE's insurance agent or agents stating that they have read the provisions of this section and that the insurance provided meets the minimum requirements of this section.

The insurance shall contain the following endorsement:

In addition to the coverage stated in the body of the policy, the policy shall indemnify and hold harmless the CITY, its officers, agents and employees from all claims for bodily injuries to the public in and up to the amount of \$1,000,000.00 for each occurrence and for all damages to the property of others in and up to the amount of \$1,000,000.00 for each, including costs of investigation, all expenses of litigation, including reasonable attorney's fees and the cost of appeals arising out of any claims or suits because of any and all acts or omission or commission by the LICENSEE, its agents, servants, or employees, or through the mere existence of the project under contract.

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

- b. The LICENSEE shall be responsible to the CITY for the acts and omissions of any subcontractor(s) or person(s) employed by Licensee or Volunteers or any other person authorized by the LICENSEE to participate in the Programs.
- c. *Indemnification.* In addition to the insurance to be provided, LICENSEE agrees to indemnify, defend and hold the CITY, including City's officers, agents and employees, harmless against any and all claims, damages, losses, liabilities, costs and expenses (including reasonable attorney's fees) and causes of action of any kind of nature whatsoever arising from the acts, omissions or negligence of the LICENSEE, or its officers, agents, or employees, or Licensee's use and occupancy of any City Facilities or any breach of this Agreement, including through all appeals therefrom and shall satisfy and discharge any judgment which may be awarded against CITY in any such suit or action. Nothing contained in this Agreement is intended or shall be construed to waive City's rights and immunities under the common law or Section 768.28, Florida Statutes.

Section 7. Compliance with Applicable Laws and Policies.

- a. In the conduct of its activities under this Agreement, LICENSEE shall comply in all material respects with all applicable federal, state, and local laws and regulations, as amended from time to time, including but not limited to orders and CDC guidelines in effect to address declared health emergencies. LICENSEE shall obtain at its own expense all required licenses and permits for participation in the Athletic Events.
- b. LICENSEE will abide by all Parks and Recreation Department Rules, Regulations, and Policies, including the Recreation Facility Use and Sports Policy and such regulations set forth by City ordinance, City resolution, and Chapter 50 of the City Code, all as may be amended from time to time, and which are incorporated herein by this reference. If LICENSEE violates any of the aforementioned provisions, LICENSEE agrees to a fine of \$100 per violation, or such fine amount as stated by the applicable ordinance, whichever is greater.
- c. LICENSEE agrees that should LICENSEE not comply with any provision in this Agreement, LICENSEE may not be permitted to participate in subsequent Athletic Events. The determination of compliance with the provisions in this Agreement shall be in the sole discretion of the CITY.

Section 8. Vending. The CITY agrees that LICENSEE will be the sole authorized vendor for food and beverages in the park during LICENSEE'S authorized activities, with the exception of one additional properly permitted vendor authorized by the CITY in the City's sole discretion.

Section 9. Police Services Requirements. LICENSEE shall provide and pay for at least two deputies who shall be present at all home games within the City from the start of the opening game until the end of the final game. LICENSEE must request and pay for the required number of deputies through the Broward Sheriff's Office ("BSO"). LICENSEE must comply with any additional police provisions in accordance with applicable league bylaws and BSO policies. The Broward Sheriff's Office, at its discretion, may require additional deputies.

Section 10. Storage. The storage of equipment (uniforms, helmets, footballs, etc.) belonging to LICENSEE on park grounds or in buildings is strictly prohibited, except in the existing areas described in the attached Exhibit "B" (the "Storage Areas"). All stored items are subject to the approval of the Parks and Recreation Director or designee. The LICENSEE agrees to be solely responsible for LICENSEE's items stored on City property and LICENSEE shall indemnify and hold the CITY harmless against any and all costs, damages, claims and expenses (including reasonable attorney's fees) arising in any manner from LICENSEE's storage of any equipment or materials on any City property, including but not limited to the Permitted Area and Storage Areas.

Section 11. City Funding. The CITY agrees to provide LICENSEE with grant funds in an amount not to exceed \$35,000.00 to be used by LICENSEE to pay for uniforms, equipment, league dues, insurance, coaches trainings and certifications and/or league travel ("Permitted Uses") to support LICENSEE's Youth Programs within the City during the Term (the "Grant Funds"). In order to receive any of the Grant Funds, LICENSEE shall make a written request to the CITY for a particular expenditure that details the specific items to be purchased, the anticipated amount of such purchase and any additional information reasonably requested by the CITY. If the request is consistent with this Agreement, the CITY shall have the option, in the CITY's sole discretion, to make the purchase directly or reimburse LICENSEE for such expenditure. Any additional funding requests above the \$35,000.00 Grant Funds amount, or any requests to use any portion of the \$35,000.00 Grant Funds for a purpose other than the Permitted Uses, must be approved by City Commission. Based upon this funding, LICENSEE shall provide such financial information related to LICENSEE as provided for in City rules and regulations or as may be requested by the City Manager or designee. LICENSEE agrees to submit a budget to the CITY with details on anticipated revenues and expenditures for the Programs.

Section 12. Termination. This Agreement may be terminated by LICENSEE upon thirty days written notice to the CITY of such termination in which event LICENSEE shall not be entitled to any additional Grant Funds. The CITY shall have the right in its sole discretion to terminate this Agreement with or without cause by giving seven days' notice to LICENSEE. If the CITY elects to terminate this Agreement, the CITY shall return any unused portion of any security deposit paid by LICENSEE, unless it is necessary to be retained by the CITY to address unpaid fine violations or damages caused to any City facilities or fields by LICENSEE.

This Agreement may be terminated by the CITY for cause if the LICENSEE is in breach of this Agreement and fails to correct the breach within ten days from the date of written notice from the CITY identifying the breach. Upon receipt of such notice, and unless otherwise directed by the CITY in writing, LICENSEE shall immediately cease all activities that may cause additional CITY Grant Funds to be spent. In the event this Agreement is terminated for cause by the CITY, LICENSEE shall immediately return such portion of the Grant Funds that have not been expended in accordance with this Agreement.

Section 13. Audit Rights and Retention of Records.

A. During the Term of this Agreement and for three (3) years following the Agreement's expiration, the CITY shall have the right to audit the books, records, and accounts of the LICENSEE and its subcontractors that are related to this Agreement or the expenditure of Grant Funds. The LICENSEE and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Scope of Services. All books, records, and accounts of the LICENSEE and its subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, the

LICENSEE or its subcontractors, as applicable, shall make same available at no cost to the CITY in written form.

B. The LICENSEE and its subcontractors shall preserve and make available, at reasonable times for examination and audit by the CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time but, in any event, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by the CITY to be applicable to the LICENSEE's and its subcontractors' records, the LICENSEE and its subcontractors shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by the LICENSEE or its subcontractors. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for the CITY's disallowance and recovery of any payment upon such entry.

Section 14. Coordination of Services. The CITY's primary representative/liaison during the performance of this Agreement shall be the Director of Parks and Recreation or Designee.

Section 15. City Reservation of Rights. The CITY reserves the right to order any participant or coach who is deemed by the CITY, in its discretion, to be a threat to any participant or the public or park property or who flagrantly violates City policies, rules or regulations relating to park usage to leave City grounds.

Section 16. Notices. Any notices or documents required or permitted to be delivered hereunder shall be deemed to be delivered whether actually received or not when deposited in the United States Mail, postage prepaid, registered mail, return receipt requested, addressed to the parties hereto at the respective addresses set out opposite their names below, or at such other addresses as they have theretofore specified by written notice delivered in accordance herewith:

City of Deerfield Beach: David Santucci
City Manager
150 NE 2nd St.
Deerfield Beach, FL 33441

With a copy to: Anthony Soroka
City Attorney
1200 North Federal Highway, Suite 312
Boca Raton, FL 33432

Licensee:

Tyrone Philpart
President
P.O. Box 1146
Deerfield Beach, FL 33443

Section 16. No Leasehold. LICENSEE and CITY intend that this document shall be a license and privilege, and that no leasehold or other interest in the land or Permitted Areas is conferred upon the user under the provisions of this Agreement. LICENSEE uses the Property in an “as is” condition.

Section 17. Public Records. LICENSEE shall comply with Chapter 119, Fla. Stat., Florida’s Public Records Law. Specifically, LICENSEE shall:

1. Keep and maintain public records required by the CITY to perform the Programs.
2. Upon request from the CITY’s custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat., or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law for the duration of the contract term and following completion of the contract if the LICENSEE does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the CITY all public records in possession of the LICENSEE or keep and maintain public records required by the CITY to perform the service. If the LICENSEE transfers all public records to the CITY upon completion of the contract, the LICENSEE shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the LICENSEE keeps and maintains public records upon completion of the contract, the LICENSEE shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY’S custodian of public records, in a format that is compatible with the information technology systems of the CITY.

IF THE LICENSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LICENSEE’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 480-4213, WEB.CLERK@DEERFIELD-BEACH.COM, OR 150 NE 2nd AVE. DEERFIELD BEACH, FL 33441.

Section 18. Miscellaneous.

- a) **Entire Agreement.** The parties agree that this is the entire Agreement between the parties. This Agreement cannot be amended or modified without the express written consent of the parties.
- b) **Severability.** If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, illegal, invalid, or unenforceable, the remainder of the Agreement or portions thereof, shall not be affected and shall remain in full force and effect.
- c) **Waiver.** The waiver by either party of a breach of any provision of this Agreement by the other shall not operate or be construed as a waiver of any subsequent breach of by that party.
- d) **Governing Law.** The validity of this Agreement and the interpretation and performance of all of its terms shall be construed and enforced in accordance with the laws of the State of Florida, without regard to principles of conflict of laws thereof. The location of any action or proceeding commenced under or pursuant to this Agreement shall be in Broward County, in the State of Florida.
- e) **Binding Effect.** All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective assigns, successors, legal representatives, heirs and beneficiaries, as applicable.
- f) **Captions and Paragraph Headings.** Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope and intent of this Agreement, nor the intent of any provisions hereof.
- g) **Joint Preparation.** The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. It is the party's further intention that this Agreement be construed liberally to achieve its intent.
- h) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.
- i) **Assignability.** This Agreement is not assignable.

[THE REMAINDER OF THIS AGREEMENT IS INTENTIONALLY LEFT BLANK]

**FACILITY USE AND GRANT AGREEMENT
BETWEEN THE CITY OF DEERFIELD BEACH
AND DPR YOUTH ENRICHMENT ASSOCIATION FOR
ACADEMICS & ATHLETICS, INC.**

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

CITY

ATTEST:

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

Samantha Gillyard, City Clerk

Bill Ganz, Mayor

**DPR YOUTH ENRICHMENT ASSOCIATION
FOR ACADEMICS & ATHLETICS, INC.**

DPR YOUTH ENRICHMENT ASSOCIATION
FOR ACADEMICS & ATHLETICS, INC., a
Florida not for profit corporation.

WITNESS:

By: _____
Tyrone Philpart, President

By: _____
Theodore Riley, Vice President

(CORPORATE SEAL)

EXHIBIT “A”

SCOPE OF SERVICES

Licensee shall administer tackle football and cheerleading athletic programs within the City of Deerfield Beach in accordance with all applicable laws, policies, rules and regulations.

DRAFT

EXHIBIT “B”

STORAGE AREAS

The football storage room located in the rear concession building on the southwest side of Oveta McKeithen Recreational Complex (“OMRC”) and the storage area in the press box on the northeast side of the OMRC, both as depicted below.



Deerfield Packer Rattlers Youth League Football Team Inc.

TOTAL BUS CHK, Period Ending 02/13/2020

RECONCILIATION REPORT

Reconciled on: 02/13/2020

Reconciled by: tedd riley

Any changes made to transactions after this date aren't included in this report.

Summary	USD
Statement beginning balance	0.00
Checks and payments cleared (27)	-5,170.60
Deposits and other credits cleared (14)	5,313.74
Statement ending balance	143.14
Uncleared transactions as of 02/13/2020	-2,856.71
Register balance as of 02/13/2020	-2,713.57

Details

Checks and payments cleared (27)

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
08/26/2019	Expense		Referee's Fees	-300.00
08/27/2019	Expense		Square	-0.01
09/13/2019	Expense		Restaurant Depot	-812.00
09/23/2019	Expense		Referee's Fees	-350.00
09/23/2019	Expense			-80.00
10/01/2019	Expense		Referee's Fees	-180.00
10/02/2019	Expense		Winn Dixie	-20.00
10/09/2019	Expense		Referee's Fees	-220.00
10/11/2019	Expense			-196.17
10/21/2019	Expense		Referee's Fees	-220.00
10/21/2019	Expense			-135.15
10/21/2019	Expense		Referee's Fees	-400.00
10/31/2019	Expense			-12.00
11/05/2019	Expense			-37.33
11/12/2019	Expense			-11.62
11/26/2019	Expense		Champion Teamwear	-142.00
11/26/2019	Expense		Hotel Regional Cheer	-109.12
11/27/2019	Expense		Hotel Regional Cheer	-109.12
11/27/2019	Expense		Hotel Regional Cheer	-109.12
11/27/2019	Expense			-109.12
11/27/2019	Check	97	Ransom Gamble	-1,000.00
11/27/2019	Expense			-109.12
11/29/2019	Expense		Regional Cheer Competition	-188.00
12/02/2019	Expense			-151.64
12/02/2019	Expense			-15.37
12/02/2019	Expense		Burger King	-113.71
01/21/2020	Expense			-40.00
Total				-5,170.60

Deposits and other credits cleared (14)

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
08/21/2019	Deposit			730.00
08/26/2019	Deposit			387.00
08/27/2019	Deposit			0.01
09/06/2019	Expense		Cheerleader Packet	654.00
09/23/2019	Deposit			13.13
10/02/2019	Deposit			6.60
10/08/2019	Deposit		Doyle Scott	500.00
10/15/2019	Deposit			194.00

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
10/15/2019	Deposit			470.00
11/04/2019	Deposit			95.00
11/22/2019	Deposit		John Slattery	2,000.00
11/26/2019	Deposit			12.00
12/02/2019	Deposit	1	Weston Little League	218.00
12/02/2019	Deposit			34.00
Total				5,313.74

Additional Information

Uncleared checks and payments as of 02/13/2020

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
07/31/2019	Expense	15859		-1,000.00
08/17/2019	Expense		Sam's Club	-71.06
08/17/2019	Expense			-32.25
08/17/2019	Expense			-100.00
08/23/2019	Expense			-20.52
08/24/2019	Expense			-11.37
08/26/2019	Expense			-297.00
09/06/2019	Expense		Cheerleader Packet	-346.68
09/09/2019	Expense			-654.00
09/22/2019	Expense		Tedd Riley	-80.00
10/09/2019	Expense		Referee's Fees	-220.00
10/09/2019	Expense		Referee's Fees	-220.00
Total				-3,052.88

Uncleared deposits and other credits as of 02/13/2020

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
08/21/2019	Expense		Cheerleader Packet	0.00
10/11/2019	Expense			196.17
Total				196.17

Deerfield Packer Rattlers Youth League Football Team Inc.

In QuickBooks

Date	Description	Amount	Added or Matched	Rule
01/21/2020	ATM Withdrawal	\$-40.00	Added to: Expenditure: Meals & Entertainment 01/21/2020 \$40.00	
12/02/2019	Remote Online Deposit	\$218.00	Added to: Deposit: Services 1 12/02/2019 \$218.00 Weston Little League	
12/02/2019	Champion Teamwear Ks	\$34.00	Added to: Deposit: Advertising & Marketing 12/02/2019 \$34.00	
12/02/2019	McDonald's	\$-15.37	Added to: Expenditure: Meals & Entertainment 12/02/2019 \$15.37	
12/02/2019	Burger King	\$-113.71	Added to: Expenditure: Meals & Entertainment Food for Cheerleaders 12/02/2019 \$113.71 Burger King	
12/02/2019	Ci Ci Pizza	\$-151.64	Added to: Expenditure: Meals & Entertainment 12/02/2019 \$151.64	
11/29/2019	Cheersoundsexpress Ny	\$-188.00	Added to: Expenditure: Cost of Goods Sold 11/29/2019 \$188.00 Regional Cheer Competition	
11/27/2019	Rosen Shngle Cr	\$-109.12	Added to: Expenditure: Travel 11/27/2019 \$109.12	
11/27/2019	Rosen Shngle Cr	\$-109.12	Added to: Expenditure: Travel 11/27/2019 \$109.12 Hotel Regional Cheer	
11/27/2019	Rosen Shngle Cr	\$-109.12	Added to: Expenditure: Travel 11/27/2019 \$109.12 Hotel Regional Cheer	RULE (Suggested) Rosen Shngle Cr as Travel
11/27/2019	Rosen Shngle Cr	\$-109.12	Added to: Expenditure: Travel 11/27/2019 \$109.12 Hotel Regional Cheer	RULE (Suggested) Rosen Shngle Cr as Travel
11/27/2019	Dated	\$-1,000.00	Added to: Check: Travel 97 11/27/2019 \$1,000.00 Ransom Gamble	
11/26/2019	Service Fee Reversal	\$12.00	Added to: Deposit: Sales of Product Revenue 11/26/2019 \$12.00	
11/26/2019	Rosen Shngle Cr	\$-109.12	Added to: Expenditure: Travel 11/26/2019 \$109.12 Hotel Regional Cheer	RULE (Suggested) Rosen Shngle Cr as Travel
11/26/2019	Champion Teamwear Ks	\$-142.00	Added to: Expenditure: Cost of Goods Sold 11/26/2019 \$142.00 Champion Teamwear	

Date	Description	Amount	Added or Matched	Rule
11/22/2019	Deposit Id Number	\$2,000.00	Added to: Deposit: Services 11/22/2019 \$2,000.00 John Slattery	
11/12/2019	Dunkin Donuts	\$-11.62	Added to: Expenditure: Meals & Entertainment 11/12/2019 \$11.62	
11/05/2019	Wal-Mart	\$-37.33	Added to: Expenditure: Meals & Entertainment 11/05/2019 \$37.33	
11/04/2019	ATM Cash Deposit	\$95.00	Added to: Deposit: Services 11/04/2019 \$95.00	
10/31/2019	Account Maintenance Fee	\$-12.00	Added to: Expenditure: Bank Charges & Fees 10/31/2019 \$12.00	
10/21/2019	CHAMPION TEAMWEAR 800- 3364486 KS 10/18	\$-135.15	Added to: Expenditure: Office Supplies & Software 10/21/2019 \$135.15	
10/21/2019	ATM WITHDRAWAL 000587 10/191100 E HI	\$-220.00	Added to: Expenditure: Legal & Professional Services 10/21/2019 \$220.00 Referee's Fees	
10/21/2019	ATM WITHDRAWAL 001869 10/211031 S MI	\$-400.00	Added to: Expenditure: Legal & Professional Services 10/21/2019 \$400.00 Referee's Fees	
10/15/2019	ATM CASH DEPOSIT 10/15 1100 E HI LLSBORO BLVD DEERFIELD BEA FL	\$470.00	Added to: Deposit: Sales of Product Revenue 10/15/2019 \$470.00	
10/15/2019	ATM CASH DEPOSIT 10/15 1100 E HI LLSBORO BLVD DEERFIELD BEA FL	\$194.00	Added to: Deposit: Sales of Product Revenue 10/15/2019 \$194.00	
10/11/2019	Sam's Club	\$-196.17	Matched to: Expenditure: TOTAL BUS CHK 10/11/2019 \$196.17	
10/09/2019	ATM WITHDRAWAL 008221 10/091100 E HI	\$-220.00	Added to: Expenditure: Legal & Professional Services 10/09/2019 \$220.00 Referee's Fees	
10/08/2019	ATM CASH DEPOSIT 10/08 6500 N ST ATE ROAD 7 COCONUT CREEK FL	\$500.00	Added to: Deposit: Sales of Product Revenue 10/08/2019 \$500.00 Doyle Scott	
10/02/2019	Square P Ppd	\$6.60	Added to: Deposit: Sales of Product Revenue 10/02/2019 \$6.60	
10/02/2019	ATM WITHDRAWAL 006372 10/021100 E HI	\$-20.00	Added to: Expenditure: Job Supplies 10/02/2019 \$20.00 Winn Dixie	
10/01/2019	ATM WITHDRAWAL 009821 10/011031 S MI	\$-180.00	Matched to: Expenditure: Legal & Professional Services 10/01/2019 \$180.00 Referee's Fees	
09/23/2019	Square P Ppd	\$13.13	Added to: Deposit: Sales of Product Revenue 09/23/2019 \$13.13	
09/23/2019	ATM WITHDRAWAL 003515 09/221031 S MI	\$-350.00	Added to: Expenditure: Legal & Professional Services 09/23/2019 \$350.00 Referee's Fees	
09/23/2019	ATM WITHDRAWAL 003517 09/221031 S MI	\$-80.00	Added to: Expenditure: Legal & Professional Services 09/23/2019 \$80.00	

Date	Description	Amount	Added or Matched	Rule
09/13/2019	WITHDRAWAL 09/13	\$-812.00	Added to: Expenditure: Job Supplies	09/13/2019 \$812.00 Restaurant Depot
09/10/2019	DEPOSIT ID NUMBER 248077	\$654.00	Matched to: Expenditure: Cash on hand 09/06/2019 \$654.00	Cheerleader Packet
08/27/2019	Square Sdv Vrfy	\$0.01	Added to: Deposit: Sales of Product Revenue 08/27/2019 \$0.01	
08/27/2019	Square Inc SDV-VRFY T200 146993947 WEB ID: 9424300002	\$-0.01	Added to: Expenditure: Services	08/27/2019 \$0.01 Square
08/26/2019	DEPOSIT	\$387.00	Added to: Deposit: Sales of Product Revenue 08/26/2019 \$387.00	
08/26/2019	WITHDRAWAL 08/26	\$-300.00	Added to: Expenditure: Legal & Professional Services 08/26/2019 \$300.00	Referee's Fees
08/21/2019	DEPOSIT ID NUMBER 604794	\$730.00	Added to: Deposit: Sales of Product Revenue 08/21/2019 \$730.00	



City of Deerfield Beach

Athletic Program Supplemental Funding Application

The Parks & Recreation Department's Athletics Division budget includes funding made by the City of Deerfield Beach to Sports Organizations.

The budgeted funding amount shall be considered by the City Commission during the budget approval process. Funds are not approved until the fiscal year budget has been approved by the City Commission. In order to be eligible for funding, this application must be completed in its entirety and submitted with the required documents. Funding is contingent upon the execution of a binding commitment incorporating the funding conditions outlined in the Facility Use and Funding Agreement. Funding does not renew each fiscal year and the funding application must be submitted each year for consideration. Additional requirements may be imposed at the City's discretion based on the usage of funds

1. ☐ Updated copy of IRS W-9 Form
2. ☐ Copy of Tax Returns for the 3 most recent years (if available)
3. ☐ Proposed itemized budget
4. ☐ List of Board of Directors
5. ☐ Articles of Incorporation
6. ☐ Entity/Organization Name: _____

At the option of the City Commission, an audited financial statement together with an audit opinion for the most recent fiscal year or, for agencies without an audited financial opinion, an unaudited financial statement together with a certified statement from the agency's President and Treasurer, may be required.

Please submit the completed application and required backup material to ksmith@deerfield-beach.com.

Hardcopies may be submitted to:
Parks & Recreation
Attn: Athletics
401A SW 4th St.
Deerfield Beach, FL 33441

Entity/Organization: _____ Date: _____

Submitter's Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Email Address: _____

Federal Tax I.D.#: _____ Amount of Funding requested: _____

List Board of Directors.

--

What is the primary purpose of the organization

--

Give a detailed description of the services and /or goods to be requested with the Supplemental Funds.

--

Give a description of the needs in the community, which would be served by the above described programs.

Provide an itemized budget (Exhibit 1- Budget Sheet)

I certify that the statements and documents submitted herein are true and the funds requested adhere to the Athletics Facility Use and Sports Policy and the policies for donation of City funds set forth in Resolution 2009/163.

Print Name/Title

Signature

Date



EXHIBIT 1: ATHLETIC PROGRAM SUPPLEMENTAL FUNDING APPLICATION BUDGET SHEET

NAME OF ORGANIZATION:

Please complete the itemized budget sheet below for the Athletic Program Supplemental Funding - please do not include personnel costs in budget calculations

ITEM	ITEM DESCRIPTION	QUANTITY NEEDED	UNIT COST	TOTAL COST
GRAND TOTAL				

Electronic Articles of Incorporation For

N15000006332
FILED
June 25, 2015
Sec. Of State
tchang

DPR YOUTH ENRICHMENT ASSOCIATION FOR ACADEMICS &
ATHLETICS, INC

The undersigned incorporator, for the purpose of forming a Florida not-for-profit corporation, hereby adopts the following Articles of Incorporation:

Article I

The name of the corporation is:

DPR YOUTH ENRICHMENT ASSOCIATION FOR ACADEMICS &
ATHLETICS, INC

Article II

The principal place of business address:

228 SW 5TH COURT
DEERFIELD BEACH, FL. 33441

The mailing address of the corporation is:

228 SW 5TH COURT
DEERFIELD BEACH, FL. 33441

Article III

The specific purpose for which this corporation is organized is:

TO PROVIDE A PROGRAM THAT FOCUSES ON THE COMMUNITY TO
ENRICH THE YOUTH WITH SKILLS IN THE AREAS OF ACADEMICS
AND ATHLETICS

Article IV

The manner in which directors are elected or appointed is:

AS PROVIDED FOR IN THE BYLAWS.

Article V

The name and Florida street address of the registered agent is:

ALEX E BENEFIELD
261 SW 11TH ST
DEERFIELD BEACH, FL. 33441

I certify that I am familiar with and accept the responsibilities of
registered agent.

Registered Agent Signature: ALEX BENEFIELD

Article VI

The name and address of the incorporator is:

JOANN SMITH-DUNCAN
261 NW 7TH STREET

DEERFIELD BEACH, FL 33441

Electronic Signature of Incorporator: JOANN SMITH-DUNCAN

I am the incorporator submitting these Articles of Incorporation and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of this corporation and every year thereafter to maintain "active" status.

Article VII

The initial officer(s) and/or director(s) of the corporation is/are:

Title: P
ALEX BENEFIELD
261 SW 11TH STREET
DEERFIELD BEACH, FL. 33441

Title: VP
CHRISTOPHER SMITH
228 SW 5TH COURT
DEERFIELD BEACH, FL. 33441

Title: T
JOANN DUNCAN
261 NW 7TH COURT
DEERFIELD BEACH, FL. 33441

Title: S
PRECIOUS JOHNSON
P.O. BOX 100917
FORT LAUDERDALE, FL. 33310

Article VIII

The effective date for this corporation shall be:

06/24/2015

State of Florida

Department of State

I certify from the records of this office that DPR YOUTH ENRICHMENT ASSOCIATION FOR ACADEMICS & ATHLETICS, INC is a corporation organized under the laws of the State of Florida, filed on June 25, 2015, effective June 24, 2015.

The document number of this corporation is N15000006332.

I further certify that said corporation has paid all fees due this office through December 31, 2020, that its most recent annual report/uniform business report was filed on May 5, 2020, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Fifth day of May, 2020*



Randy Lee
Secretary of State

Tracking Number: 5055290588CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



City of Deerfield Beach Parks & Recreation

150 NE 2nd Ave., Deerfield Beach, FL 33441

954-480-4424 • www.dfb.city

ksmith@deerfield-beach.com

Athletic Facility Use Long-Term Permit Application

All long-term permit applications must be submitted a minimum of 60 days prior and a maximum of 120 days prior to the first requested field use. Once a permit has been approved, you will receive a copy of the approved permit, confirming your reservation along with the facility rental reservations. You must bring a copy of your approved permit with you on the day of your function. ***The requested facility use shall be subject to the attached 1) Fee Schedule, 2) Athletic Facility Use & Sports Policy, and 3) execution of a Facility Use Agreement.***

Applicant's Contact Information

Individual/Organization "Applicant" Name: DPR Youth Enrichment Assoc. for Academics & Athletics

Contact: Tyrone Philpart Address: P.O. Box 1146 Deerfield Beach, FL 33442

Email Address: dbpackerrattlers@gmail.com

Home Phone: 954-675-3657 Cell Phone: 954-675-3657

☒ Resident ☐ Non-Resident

Requested Facility (please see exact facility on reverse side): Oveta McKeithan Rec. Complex

Event Date(s): June 1, 2020 - December 15, 2020

Start Time (including set-up): _____ End Time (including clean-up): _____

Purpose/Reason for Use: Football and Cheer Program

Number of People Expected: 200 Fee (refer to fee schedule): \$27,200

Applicant's Waiver & Release

The Applicant shall indemnify, defend, and hold the City, including City's officers, agents, and employees (collectively, the "City"), harmless against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorney's fees) and causes of action of any kind or nature whatsoever, arising from the acts, omissions, or negligence of the Applicant or its officers, agents, or employees, volunteers or invitees, or the Applicant's use and occupancy of the City facilities, including through all appeals therefrom and shall satisfy and discharge any judgment which may be awarded against the City in any such suit or action. Failure to comply with this obligation to indemnify the City shall result in the revocation of this Permit and may result in denial of future use of City facilities.

By signing below, I acknowledge and agree that:

I HAVE CAREFULLY READ THIS APPLICATION AND ATTACHED ATHLETIC FACILITY USE AND SPORTS POLICY AND FULLY UNDERSTAND THEIR CONTENTS AND AGREE TO THE TERMS CONTAINED THEREIN. To the extent I am submitting this Application on behalf of an organization, I represent and affirm I have the authority to execute this Application and bind the organization to the aforementioned terms.

Applicant's Signature: Tyrone Philpart

Date: 5-5-2020

Required Information – Must be completed

Will you be bringing/installing any tents? ☐ Y ☒ N If yes, how many? _____

Will you be bringing a grill? ☐ Y ☒ N If yes, how many? _____

Any large equipment (example: bounce houses, etc.)? No

Will you be requesting field lining? ☒ Y ☐ N If yes, what sport? Football

Will you be requesting field lighting? ☒ Y ☐ N If yes, how many hours? 4 per night

Constitution Park	Oveta McKeithen Recreational Complex
☐ Tennis Courts: # _____ Requested ☐ Basketball Court	☒ Multi-Purpose Front Field ☒ Multi-Purpose Back Field ☐ Basketball Courts: # _____ Requested ☐ Gymnasium ☐ Baseball Field #1 ☐ Baseball Field #2 ☐ Baseball Field #3
Middle School Athletic Complex	
☐ Multi-Purpose Field ☐ Track ☐ Baseball Field #1 ☐ Baseball Field #2 ☐ Baseball Field #3 ☐ Baseball Field #4	
Quiet Waters Athletic Park	
☐ Multiple Purpose Field ☐ Baseball Field	
Ecidar Park	
☐ Tennis Courts: # _____ Requested	
Crystal Heights Park (South)	
☐ Sand Volleyball Court	
Mayo Howard Park	
☐ Sand Volleyball Court	
	Pioneer Park
	☐ Tennis Courts: # _____ Requested ☐ Baseball Field ☐ T-Ball Field
	Public Beach
	☐ Volleyball Courts: # _____ Requested
	Johnie McKeithen Park
	☐ Sand Volleyball Court
	Villages of Hillsboro Park
	☐ Tennis Courts: # _____ Requested ☐ Basketball Courts: # _____ Requested ☐ Sand Volleyball Court

City of Deerfield Beach Athletic Facility Use Fee Schedule

	Resident	Non-Resident
Football/Soccer (2 hours, no lights)	\$100	\$200
Football/Soccer (2 hours, lights)	\$150	\$300
Baseball/Softball (2 hours, no lights)	\$50	\$100
Baseball/Softball (2 hours, lights)	\$100	\$200
Sand Volleyball	\$10	\$20
Gymnasium*	\$125/hour	\$250/hour
* Security Deposit Required: \$150		
Field Lining		
Baseball/Softball Per Lining	\$50	
Football, Soccer, Rubgy, Lacrosse Per Lining	\$200	
Special Events		
Payment submitted with permit		
Permits are obtained through the Community Events & Outreach Division		

From: [Kenton Smith](#)
To: [Cassi Waren](#)
Subject: RE: Sports Policy Long Term Permit
Date: Thursday, May 7, 2020 3:36:04 PM
Attachments: [image001.png](#)
[image003.png](#)

136 Weekdays requested:

4 hours per day - \$13,600

3 hours with lights - \$6,120

Total: \$19,720

8 Saturdays requested:

14 hours per day - \$2,800

4 hours with lights - \$480

Total: \$3,280

21 Field Linings - \$4,200

Grand Total: \$27,200

From: Cassi Waren <CWaren@deerfield-beach.com>
Sent: Tuesday, May 5, 2020 12:10 PM
To: Kenton Smith <KSmith@deerfield-beach.com>
Subject: FW: Sports Policy Long Term Permit

Kenton,

Can you calculate the fees for the season based on their requested use so that we can add that to the permit that will go before commission.

Thank you,



Cassi Waren, CPRP
Assistant Director of Parks & Recreation
401A SW 4th St.
Deerfield Beach, FL 33441
954.571.4583

**CITY OF DEERFIELD BEACH
ATHLETIC FACILITY USE
AND SPORTS POLICY**



January 14, 2020



CITY OF DEERFIELD BEACH ATHLETIC FACILITY USE AND SPORTS POLICY

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The City Commission of the City of Deerfield Beach adopts this Athletic Facility Use and Sports



CITY OF DEERFIELD BEACH ATHLETIC FACILITY USE AND SPORTS POLICY

Policy (“Policy”) to govern and regulate the use of the City sports and athletic facilities identified in Exhibit “A”. The purpose of this Policy is to establish guidelines and procedures for the administration of all sports and athletic activities conducted by individuals or organizations within the City utilizing the specified City Facilities.

I. DEFINITIONS.

A. *Activity*. Any sports or recreation activities conducted by individuals or organizations within the City utilizing a Facility.

B. *BOD*. The Board of Directors of a Sports Organization.

C. *BSO*. The Broward Sheriff’s Office.

D. *City*. The City of Deerfield Beach, Florida.

E. *City Conducted Program*. Athletic, sports and recreation Programs or Activities organized, supervised and administered by the Department.

F. *City Co-sponsored*. Programs or Activities that have received City funds or free Facility usage from the City.

G. *City Recognized Program*. A sports program run by a Sports Organization that is approved by the City Commission to be the sole organization or program to deliver Activities for a specified sport utilizing City Facilities.

H. *Department*. The City’s Parks and Recreation Department.

I. *Director*. The Director of the Department or the Director’s designee.

J. *Facility*. The City’s sports and athletic facilities identified in Exhibit “A” (collectively, the “Facilities”).

K. *Facility Use Agreement*. The Agreement, in a form approved by the City Attorney, that is required to be executed by an individual, organization or Sports Organization prior to Facility Usage that sets forth the terms and conditions for Facility usage.

L. *Fee Schedule*. The schedule of fees approved by Resolution of the City Commission that sets forth the applicable fees for use of the Facilities.

M. *Liaison*. The officer appointed by a Sports Organization to act as the liaison with the Department and be responsible for all communications between the Sports Organization and the City.

N. *Long Term Permit*. A permit authorizing Facility usage by an individual or organization for ten or more days in any 12-month period.

O. *Permit*. A facility use permit approved and issued by the City granting the exclusive right of use of a Facility for the time period and under the conditions specified in the approved Permit.

P. *Permitted Use*. An Activity or Program that is authorized by a Permit and complies with this Policy, applicable law and any written Permit conditions issued by the City.

Q. *Permittee*. The Applicant that submitted and received an approved Permit from the City.

R. *Program List*. The list of Sports Organizations and programs, attached as Exhibit “B”, which are recognized by the City as the sole organization or program to deliver Activities for the specified sport at City Facilities.



CITY OF DEERFIELD BEACH ATHLETIC FACILITY USE AND SPORTS POLICY

S. *Registration.* The process used by Sports Organizations for registering participants for their respective sport or recreation Activity or Program.

T. *Short Term Permit.* A permit authorizing Facility usage by an individual or organization for less than ten days in any 12-month period.

U. *Sports Organization.* A non-profit entity or organization that provides Activities for a particular sport and meets the requirements under Section VII of this Policy.

V. *Volunteer.* A Board member, employee, coach, agent, or any other volunteer of a Sports Organization who may utilize a Facility and have direct contact with youth sports participants.

II. APPLICATION AND ENFORCEMENT. This Policy applies to all sports and recreation Activities by residents, non-residents and organizations. The Department Director shall administer and enforce this Policy, in consultation with the City Manager and the City Attorney.

III. FACILITY USE PERMIT REQUIREMENTS

A. Application for Facility Use Permit.

A Facility Use Permit (“Permit”) is a document issued by the City granting the exclusive right of use of a Facility for the time period specified in the approved Permit. Exclusive use of one or more City Facilities may only be effectuated by applying for and receiving a Permit from the City. Any group, Sports Organization or individual must secure a Permit prior to use of a Facility if they wish to have an exclusive use of the Facility. All City Sports Organizations must apply for a Permit for their respective Activities. An applicant shall complete and submit the applicable facility use permit application to the Director. If the Permit is approved, the use of the requested Facility shall be reserved to the applicant (“Permittee”) and the Permittee’s group members, invited guests or Sports Organization, as applicable.

B. Permit Types

(1) Long Term Permit: A request for Facility usage by an individual or organization for ten or more days in any 12-month period (a “Long Term Program”) is subject to a Long Term Permit. The individual or groups requesting the Long Term Program shall complete and submit a Long Term Facility Use Permit Application Form approved by the City. If the Department approves and issues the Long Term Permit, the requested Long Term Program shall be permitted subject to compliance with this Policy, applicable law and any written Permit conditions issued by the City.

Completed Long Term Permit applications must be submitted to the City not less than 60 days prior to the first requested use and not more than 120 days prior to the first requested use. An application for a Long Term Permit by a City Recognized Sports Organization must be made a minimum of thirty (30) days prior to intended use of a Facility or Facilities. Long Term Permit requests and any requests seeking a Facility fee waiver or funds from the City must be approved by the City Commission. Execution of a Facility Use Agreement is required prior to issuance of a Long Term Permit.



CITY OF DEERFIELD BEACH ATHLETIC FACILITY USE AND SPORTS POLICY

(2) **Short Term Permits:** A request for Facility usage by an individual or organization for less than ten days in any 12-month period (a “Short Term Activity”) is subject to a Short Term Permit. The individual or groups requesting the Short Term Activity shall complete and submit the Short Term Facility Use Permit Application Form approved by the City. Individuals and organizations are prohibited from submitting multiple applications for Short Terms Permits for affiliated or related Activities for the purpose of evading the requirement to obtain a Long Term Permit. If the Department approves and issues the Short Term Permit, the requested Short Term Activity shall be permitted subject to compliance with this Policy, applicable law and any written Permit conditions issued by the City.

Completed Short Term Permit applications must be submitted to the City not less than 30 days prior to the first requested use and not more than 90 days prior to the first requested use, except for applications for sanctioned tournaments, which are subject to availability and review and approval by the Director. Short Term Permit requests that seek a Facility fee waiver or funds from the City shall require City Commission approval. Certain Short Term Activities may also require a Special Event Permit. See Chapter 2, Article XI “Special Events” of the City Code (available at municode.com) for more information on Special Event Permit requirements.

C. Priority Classifications.

The issuance of permits for Activities and the availability of Facilities for Activities shall be based on the priority classification order and guidelines in this Section. Permit applications from Applicants within the same classification and Permit Category shall be considered based on a first-come, first serve basis.

Class A: *City Use. City Conducted Program.*

The City shall have first priority for use of City Facilities, including for City conducted programs or activities, and reserves the right to cancel or reschedule any permits for use of the Facilities at the City’s discretion.

Class B: *City Co-sponsored and Recognized Programs or Activities.*

City Co-sponsored Programs or Activities shall require an executed Facility Use Agreement. A Special Event Permit may also be required depending upon the nature of the requested program or activity.

(1) City co-sponsored programs, including those operated by a Sports Organization, have priority within this class for use of the Facilities.

(2) City Recognized Programs that are not otherwise co-sponsored or funded by the City have second priority within this class.

Class C: *Sports Organizations; Other Not-For-Profit Group Programs and Activities.*

Sports Organization and other not-for-profit group Activities and Programs that are not City conducted, sponsored or funded shall be given access to Facilities based on this class, Facility availability and the order of precedence below.

(1) Groups that qualify as a Sports Organization under this Policy shall be given priority within this class.



CITY OF DEERFIELD BEACH ATHLETIC FACILITY USE AND SPORTS POLICY

- (2) Other not-for-profit group Activities and Programs, including those operated by an individual or 501(c)(3) non-profit organization, have second priority within this class.

Within subcategory (1) or (2) of this class, the order of precedence is as follows:

- a. Long Term Program – Payment of Facility Fees
- b. Long Term Program - Non-profit seeking Facility Fee Waiver
- c. Short Term Activities - Payment of Facility Fees
- d. Short Term Activities - Non-profit seeking Facility Fee Waiver

Class D: *Educational Institutions.* The City recognizes the role local schools play in child development. Use of a Facility by an educational institution requires an agreement with the City that is approved by the City Commission. Sports activities and programs administered or sponsored by public or private schools located within the City may use the Facilities in accordance with this Policy. Private educational institutions are permitted access to Facilities based on this class provided they pay the applicable Facility usage fees or agree to provide reciprocal facility use to the City.

Class E: *Individual Use* - Citizens of the community at large may rent an available Facility on an hourly basis at rates set forth in the Fee Schedule. Reservations for use of a Facility will be received and acted upon on a first come, first use priority basis. Any individual may rent a Facility for personal use in this category when there is no admission fee or other cost to an attendee or participant. A Facility Use Permit is required for such use.

Class F: *For-Profit Programs/Private Lessons/Instruction for Profit* – For-profit group Activities and Programs at available Facilities require a Facility Use Permit and full payment of the applicable fees set forth in the Fee Schedule. Individuals or businesses may conduct individual or group lessons and instruction at a Facility and are permitted access to Facilities based on this class. A Facility Use Agreement and/or Private Instructor Agreement, in a form approved by the City Attorney, is required prior to such use. The individual or business shall comply with all of the contractual requirements in the Facility Use Agreement in order to maintain the ability to continue to use a City Facility for such purpose.

Class G: *Private Commercial Use.*

Corporations may rent the fields on a space available basis at rates set forth in Fee Schedule. A Facility Use Permit is required prior to such use.

D. *Facility Use Permit Fees.*

(1) *Fee Schedule.* The City Commission has approved a Fee Schedule for use of the Facilities. Unless the City Commission grants a fee waiver or approves a contract with a different fee structure, the Permittee shall pay for all use of the Facilities based on the Fee Schedule, as amended from time to time.



CITY OF DEERFIELD BEACH ATHLETIC FACILITY USE AND SPORTS POLICY

(2) *For Profit Groups and Instructors.* Pursuant to Section 50-101(b) of the City Code, when the City by contract with an independent for profit group or instructor agrees that such group or instructor may use Facilities to conduct special classes or activities where the fee for the activity is paid directly to the group or instructor, then the group or the instructor shall pay a portion of the fee to the City as set forth within the contract.

E. Damage Deposit for Facility Usage required.

A minimum damage deposit shall be required from all groups and Permittees utilizing any of the City Facilities for Activities. The damage deposit shall be paid prior to utilizing any Facilities.

F. General Facility Use Regulations

- (1) Facility athletic fields for games and practices must be scheduled in advance by obtaining a Facility Use Permit from the City. A person securing a permit must be 21 years of age or older.
- (2) All Facility field lights will be turned on or off at the discretion of the Director.
- (3) Notwithstanding the issuance of a permit, Facility athletic fields may be closed during and after inclement weather in accordance with public safety and field maintenance considerations, at the discretion of the Director or appropriate Department staff on duty. The City reserves the right to close Facilities or portions of Facilities for maintenance, safety or other reasons approved by the Director.
- (4) The Director may revoke a Permit at any time for the Permittee's failure to follow any City policies, guidelines or procedures or applicable state or local law. The Director may, in the Director's discretion, revoke the permit of a Permittee responsible for any activities deemed to present a safety hazard or are inappropriate to the location or capacity of a Facility or are inconsistent with their approved Permit.
- (5) Notwithstanding the issuance of a permit, the City reserves the right to make adjustments to the assignment of Facilities by providing reasonable notice to the Permittee based on the circumstances.
- (6) No person shall expose or offer for sale any article or thing, nor shall any person station or place any stand, cart or vehicle for the transportation, sale or display of any such article or merchandise within the limits of any park. Exception is made as to any regularly licensed concessionaire acting by and under the authority and regulation of the City and providing foods, goods or services for the benefit of the public. Any advertising or publicity posted or announced in or on a Facility must be approved in advance by the Director, which approval is in the sole discretion of the Director.



CITY OF DEERFIELD BEACH ATHLETIC FACILITY USE AND SPORTS POLICY

- (7) Each group desiring the use of Facilities shall delegate one person who shall assume full responsibility for the use of the Facilities by such group and shall identify such person in the Facility Use Permit application. Written notice shall be provided to the City at least five business days in advance of a proposed change of the responsible person.
- (8) No consumption of alcoholic beverages or open containers of alcoholic beverages shall be permitted in any Facility.
- (9) Gambling, profanity and/or disorderly conduct are prohibited in all City Facilities and City property and shall not be tolerated. Any person who commits such prohibited acts may be automatically denied future Facility usage privileges.
- (10) In addition to compliance with applicable law and this Policy, all organizations and persons utilizing City Facilities shall adhere to any additional rules and regulations posted at the subject Facility.

G. Liability, assumption of risk, hold harmless.

Liability for bodily injury, personal injury and property damage is assumed by the individual, participating organization or group utilizing the a Facility, and the acceptance of a Facility Use Permit is the acknowledgement of the assumption of such risk and liability and is also the agreement of such organization or group to hold the city harmless for such injury, claims or damage, unless otherwise specified in writing.

H. Insurance.

Evidence of compliance with the insurance requirements set forth in this Policy, including (if applicable) a copy of a Certificate of Insurance naming the City of Deerfield Beach as “additional insured”, is required to be provided to the City prior to Facility usage.

IV. CITY CONDUCTED PROGRAMS

A. *City conducted program.* The City, through the Department, organizes, supervises and administers certain athletic, sports and recreation programs (a “City Conducted Program”). The City Conducted Programs offered will be determined by the Director based on the needs of the community and Facility availability. City Conducted Programs may include, but are not limited to, adult softball leagues, coed softball leagues, adult basketball leagues, youth basketball leagues, adult volleyball leagues, coed volleyball leagues, fall baseball leagues, T-ball baseball leagues, girls' softball leagues, and athletic tournaments.

B. *Entry Fees.* An entry fee shall be charged for all City Conducted Programs, where applicable, and may vary due to different cost factors in each program. The entry fee shall be established by the Department and shall be charged to cover the program expenses, including but



CITY OF DEERFIELD BEACH ATHLETIC FACILITY USE AND SPORTS POLICY

not limited to the use of equipment and payment to officials. All entry fees shall be deposited into a special City account established for City Conducted Programs.

C. *Waiver of Permit Fees.* The fee for the facility use permit shall be waived for all City Conducted Programs.

V. CITY RECOGNIZED PROGRAMS

A. *City Recognized Program; Categories.* The City will recognize no more than one Sports Organization for each particular sport to deliver services for that sport utilizing City Facilities. The City shall not permit the use of any Facility by anyone that is attempting to provide an organized service, activity or program for a sport that has an existing City Recognized Program. Each Sports Organization shall promote the teaching of sport fundamentals, good sportsmanship and fair play in order to foster an enjoyable experience for all participants. If a Sports Organization seeks to be recognized for more than one sport, the Sports Organization shall complete an application for each sport.

B. *Program List.* The Sports Organizations and programs that are recognized by the City as the sole program to deliver Activities for the specified sport on City Facilities are set forth in the City Recognized Sports Program list, attached Exhibit “B” (the “Program List”). Upon City Commission approval of a Resolution approving a new Recognized Sports Program, the Program List shall automatically be revised and updated to include the newly Recognized Sports Program.

C. *New sports program or activity request.* Usage of City Facilities is subject to availability and the terms of this Policy. An Applicant for any sport where the City does not have a City Conducted or Recognized Program may request to become a Recognized Program pursuant to the following procedure:

- (1) *Proposal Submission.* Complete and submit a Facility Use Permit application to the Director, together with a written proposal that includes sufficient detail to identify the requested Facilities, the dates and time frames requested, the individual(s) and organizations responsible for the proposed Facility usage and a narrative with an operating plan for the proposed program or activity.
- (2) *Director Review and Recommendation.* Upon receipt of a complete application and proposal submission, and the Director determining the Facilities can accommodate the proposed new Program or Activity, the Director shall request the item be placed on the next reasonably available City Commission meeting agenda (for City Commission vote). In the event the City receives multiple applications for the same sport, the City reserves the right to initiate a formal Request for Proposals process to make the selection, which shall ultimately require approval by the City Commission.



CITY OF DEERFIELD BEACH ATHLETIC FACILITY USE AND SPORTS POLICY

- (3) **Compliance with City Policies.** The Director shall make the final determination if the Program or organization satisfies the terms of applicable City policies, including this Policy, before the Applicant is permitted to use City Facilities.

D. *City Reservation of Rights; Suspension of Usage.* The City, through the City Manager, reserves the right to withdraw recognition of a City Recognized Program or Sports Organization and withdraw the right to use City Facilities if the City determines, after affording the subject Program or Organization the opportunity to meet with the Director and receipt of a recommendation from the Director, that the City Recognized Program or Activity is not in conformity with this Policy (including, but not limited to, failure to comply with applicable law, failure to provide required documentation upon City request, or providing fraudulent and/or misleading information). If recognition is withdrawn, the City shall have the right to recognize such other Programs or Activities seeking to deliver the services for that sport in compliance with this Policy. The Director shall have the right to immediately suspend the use of Facilities by any individual or Organization if the Director determines that the health, safety and/or welfare of City residents or users of City Facilities requires such suspension. The City shall not be responsible for any financial loss as a result of the City's exercise of its right to withdraw recognition of a City Recognized Program or to withdraw authorization to use City Facilities.

E. *Funding Requests.* Requests for funding from the City are subject to the completion of the City's Athletic Program Supplemental Funding Application and submission of the required supporting documentation to the City. All supplemental funding requests are subject to funding availability and City Commission approval at a publicly noticed Commission Meeting.

VI. REQUIREMENTS FOR SPORTS ORGANIZATIONS

A. *Minimum Requirements.* In addition to the requirements for obtaining a Facility Use Permit, Recognized Sports Organizations shall meet the following minimum requirements:

(1) *Not for Profit Status.* The organizations shall be organized as a Florida Not for Profit Corporation registered with the State of Florida.

(2) *Board of Directors.* The organization shall elect a board of directors ("BOD") consisting of at least 4 Directors. At least 50% of the BOD shall be residents of the City. The BOD shall then elect the following officers: a President, at least one Vice President, a Secretary and a Treasurer. The term of office for members of the BOD shall be one year. At the end of the term, new elections will take place. There is no limit to the number of terms that an officer may serve. Notice of such election shall be given to the board members, all program participants and the Director at least 30 days prior to the election. The results of each election shall be given to the Director within a reasonable time following the election but not more than seven calendar days following the election. The notice with the election results shall include a contact list of all elected BOD members, including name, title, physical address, e-mail address, and phone number.



CITY OF DEERFIELD BEACH ATHLETIC FACILITY USE AND SPORTS POLICY

(3) *Bylaws.* Each Sports Organizations shall be required to have written bylaws that were duly adopted to govern the organization. The Bylaws shall not conflict with the ability to comply with the applicable terms of this Policy. Each Sports Organization shall be required to deliver a copy of its Bylaws to the Director prior to or at the time of submission of a Permit application.

(4) *Meetings of the Sports Organization Boards.* Recognized Programs shall make their best efforts to hold at least one organizational board meeting per month while the sports organization is engaged in in-season play or an otherwise active part of the Program or activity, and at least quarterly during the off-season. Notice of the meetings and access to the meetings shall be provided to all participants (and their respective guardian) in the respective Program. Minutes of each meeting shall be taken and shall be made available to the City within five (5) business days of the City's request for such minutes.

(5) *City Liaison.* Each Sports Organization shall appoint one officer to act as the Liaison with the Department. All communications between the Sports Organization and the City shall be between the Liaison and the Director.

(6) *Fund Receipt and Expenditure.* All funds received and spent by each Sports Organization shall be recorded and accounted for. The Treasurer of each Sports Organization shall present a financial statement to its BOD at each meeting of the Sports Organization. Each Sports Organization shall furnish a copy of its financial statement and copies of their Form 990s to the City within ten (10) business days of the City's request for such information.

(7) *Registration; Resident participation.* Each Sports Organization shall establish registration dates for registering participants for their respective sport. The dates must be advertised sufficiently in advance of the Registration to give the public notice of the Registration. Registration must be open to the public and held at a publicly accessible location. If City Facilities are requested for Registration, the Liaison shall communicate with the Director sufficiently in advance so that the City may provide a public space to hold the Registration if available. A Recognized Sports Organization shall consist of at least 50% of participants as residents.

(8) *Season Scheduling.* Each Sports Organization is responsible for submitting all required applications and documents prior to the scheduling of the season. Each Sports Organization shall submit game and practice schedules and team rosters, including coaches, managers and players, to the Director a minimum of three (3) weeks prior to the start of the season. Any amendments to the original schedule must be submitted in writing at least five business days prior to the rescheduled practices, meetings, games or events. The City may not in all cases be able to permit the exclusive use of the park at all times requested. The City will coordinate the practice and game dates with each of the Sports Organizations. The City may schedule a meeting of representatives from each Sports Organization to set specific dates and Facility assignments for their respective seasons, including any requested post season requirements.



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(9) *Facility Use Agreement.* Each Sports Organization shall execute and deliver to the Director an executed Facility Use Agreement prior to utilizing City Facilities. Execution of a Facility Use Agreement is a condition to the City's issuance of a Facility Use Permit to a Sports Organization.

(10) *Coaches and Officials.* Each Sports Organization must establish guidelines and criteria for the selection of coaches and officials for athletic teams. Prior to the first official game of each season of each Program, the Sports Organization shall provide the City with (i) copies of the certifications required by their respective leagues for each individual that will be providing coaching services, or (ii) a certified letter by the league President stating the names of the league's certified volunteers. Each Sports Organization shall require all coaches to obtain a Coach's Badge from the City. All coaches must have the Coach's Badge on them at all times and must provide the Badge to any City employee upon request. Failure to display the Coach's Badge may result in removal. Each coach must sign the required Coach's Agreement, attached as Exhibit "C". Each Sports Organization shall conduct meetings, clinics, and seminars to train coaches in each respective sport and shall strive to attract quality sports officials through in-house training or by contracting with outside qualified organizations.

(11) *Proof of Insurance.* Prior to being granted to being granted a Permit to use a Facility, a Sports Organization shall submit to the City a certificate of liability insurance coverage documenting compliance with the City's applicable insurance requirements.

(12) *Priority of player attendance.* When the schedules of Sports Organizations overlap, players shall be expected to attend games as opposed to another Sports Organization's practices and playoff games shall take precedence over regular season games.

(13) *Special needs.* Each Sports Organization must use their best efforts to provide a program comprised of and for the benefit of children with special needs, unless that program is offered by a separate special needs sports organization.

(14) *Anti-bullying/Anti-Steroid Information.* Each Sports Organization must include anti-bullying information and anti-drug information (including anti-steroid information) to each youth participant as part of their participant Registration process.

(15) *Child participation.* It is the City's goal that each child shall be given the opportunity to participate in as many sports as they choose. Accordingly, each Sports Organization shall refrain from taking any action that would prevent a child from such participation where possible.

B. Facility Assignments

The City will assign each Sports Organization to a Facility or Facilities for each Sports Organization's Programs and Activities based on the City's Permit process and the priority classifications in this Policy. The right to assign or change the assignment of a Facility or Facilities shall be the sole right of the City.



CITY OF DEERFIELD BEACH ATHLETIC FACILITY USE AND SPORTS POLICY

C. *Facility Maintenance, Storage, Damage, and Cleanup.*

(1) *Maintenance of Facilities.* Sports Organizations are precluded from performing any maintenance work on any Facility. The City, at anytime, and in its sole discretion may cancel, postpone, or delay any Sports Organization event due to inclement weather or any other factors, which may affect the safety of the athletic participants. The City maintains a field condition hotline, 954-480-4424 which is a phone number that Sports Organizations and the general public may call to ascertain the availability of a Facility for use. The Hotline may play a current recorded message indicating whether Facilities are opened or closed for use. Any Facility will be immediately closed in the event that lightning detection alarms are sounded, and, in such event, the participants and spectators of any Sports Organization and/or the general public shall immediately and safely seek shelter. The striping of Facility fields by the City will only be performed by the City for City approved games, not for practice.

(2) *Storage at Facilities.* Storage of equipment belonging to the Sports Organization on Facility grounds, including inside or outside of structures, is strictly prohibited, except with prior written approval by the Director. If storage space is requested, the City will determine the availability of storage space for the given Sports Organization based on the location of the field usage. Should storage space be available, the City will select the dedicated storage location for the given equipment if available and will notify the Sports Organization of the specified location. All stored items are subject to the approval of the Director. Only the Liaison will be granted access by the City to the assigned storage location. The Liaison must communicate with the Department as to when access is needed to enable the City to assign staff to open the storage facility as requested.

As a condition of using approved storage space, the Sports Organization shall agree to be solely responsible for their items stored on City property and shall indemnify and hold the City harmless against any and all costs, damages, claims and expenses (including reasonable attorney's fees) arising in any manner from the Sports Organization's storage of any equipment or materials on any City property.

(3) *Vending.* The City may, in the City's sole discretion, authorize a Sports Organization to be the sole authorized vendor for food and beverages in a Facility, or a portion of a Facility, during the Sports Organization's authorized activities at such Facility.

(4) *Damage to Facilities; Alcohol and Drug Prohibition.* The Facilities are community focal points that the City wishes to maintain in pristine conditions. Sports Organizations shall agree not to take any action that would cause damage to the applicable Facility, including but not limited to damage to landscaping or foliage. Sports Organizations shall ensure that there shall be no consumption of alcoholic beverages or illicit drugs in the Permitted Area and their failure to do so may result in restrictions on future Facility use or Permit revocation. If there are conditions that occur during Facility usage that require an adjustment of security deposit, the Sports Organization shall pay any overages of fees within ten (10) days of the written notice by the City and replenish the required security deposit for future use.



CITY OF DEERFIELD BEACH ATHLETIC FACILITY USE AND SPORTS POLICY

(5) *Cleanup of Facilities.* Immediately after each Facility usage, the Sports Organization shall be responsible for cleaning all fields and Facility areas used during the administration of any field usage, including, but not limited to cleaning all fields, recreational buildings, dugouts, bleachers, fence lines, and playground areas. The Sports Organization shall not cause any litter or debris to be left on their Permitted Area and shall ensure that all trash is placed in City receptacles. The Sports Organization agrees to a fine of \$100 per violation for failure to adhere to this subsection. A representative of the City may inspect and document the condition of the Permitted Area the day of or the day after the field usage, and may take photographs of the Permitted Area. The Sports Organization at the conclusion of the field usage, must restore the site to a condition equal to that existing on the day prior to the usage. The Sports Organization shall pay all costs for the repair and replacement of City property that arises from the Facility usage. Failure to pay for all repair and replacement costs or to pay any applicable fines may result in the Sports Organization no longer being allowed to utilize the Permitted Area(s) until full payment is received by the City.

(D) *Participant Registration and Fees.*

(1) *Written registration fee structure.* Each Sports Organization shall be responsible for establishing registration fees for participants and shall provide their written fee structure to the City prior to use of a City Facility. If requested by the City, each Sports Organization shall supply a written justification for the Registration fee and the manner in which the fees shall be utilized.

(2) *Proof of residency.* All participants shall provide two (2) proofs of residency to each Sports Organization prior to being permitted to participate in any practice and/or game. Acceptable forms of identification include a driver's license, utility bill, phone bill, voter's registration card or cable bill. Each Sports Organization shall be required to maintain records of such proof of residency and shall provide such documentation to the City upon request.

VII. INSURANCE AND INDEMNIFICATION REQUIREMENTS

A. *Minimum coverage – Youth Participation.* Prior to the use of any Facilities, any Permittee with any youth participating in their Program or Activity shall provide the CITY with a copy of organization's liability insurance coverage documentation evidencing compliance with this Section prior to use of any Facilities.

(1) The Sports Organization shall maintain no less than the following amounts of insurance:

Comprehensive general liability	\$1,000,000
Property damage	\$1,000,000
Automotive liability	\$1,000,000
Worker's compensation	statutory requirement



CITY OF DEERFIELD BEACH ATHLETIC FACILITY USE AND SPORTS POLICY

- (2) The general liability and property damage insurance shall, at a minimum, cover the coaches and the youth participants who are participating in any Youth Program or Athletic Event.
- (3) Each policy shall name the City, and the Broward Sheriff's Office, as an additional insured and the Sports Organization shall deliver to the City a copy of the certificate of insurance evidencing the existence of the policies. Each certificate shall provide that the City will be afforded 30-day prior written notice of cancellation of any of the policies for any reason. The insurance shall only be written by companies rated B+ or higher, according to the most recent issue of Best Insurance Rating Guide. The certificate shall be submitted with a cover letter addressed to the City from the Sports Organization insurance agent or agents stating that they have read the provisions of this section and that the insurance provided meets the minimum requirements of this section.

- (4) The insurance shall contain the following endorsement:

In addition to the coverage stated in the body of the policy, the policy shall indemnify and hold harmless the City, its officers, agents and employees from all claims for bodily injuries to the public in and up to the amount of \$1,000,000.00 for each occurrence and for all damages to the property of others in and up to the amount of \$1,000,000.00 for each, including costs of investigation, all expenses of litigation, including reasonable attorney's fees and the cost of appeals arising out of any claims or suits because of any and all acts or omission or commission by the Sports Organization, its agents, servants, or employees, or through the mere existence of the project under contract.

- (5) All policies shall be on an occurrence basis rather than a claims-made basis.
- (6) The City reserves the right to require additional insurance coverage, including but not limited to improper sexual conduct and physical abuse liability coverage, and to adjust minimum insurance coverage requirements based on the programs and activities of the Permittee.

B. *Insurance requirements – No youth participation.* Where there is no youth participation in the Program or Activity, the individual or organizing group shall comply with the requirements of this Section, except that City administration may approve lower minimum insurance limits based on the risks involved provided that minimum requirements shall not go below the following minimum limits:

- (1) General liability, bodily injury and property damage on an occurrence basis of \$100,000.00, with an aggregate of \$200,000.00; or
- (2) General liability, bodily injury and property damage combined (CSL) limit of \$200,000.00 with a personal injury aggregate of \$200,000.00.



CITY OF DEERFIELD BEACH ATHLETIC FACILITY USE AND SPORTS POLICY

C. *Liability Waivers.* In lieu of the insurance required above, the City may, in the City's sole discretion, permit the use of individual participant waiver of liability forms when in the City's opinion the activity poses only a minor risk factor. These waivers shall provide for the participants' and instructors' waiver and shall release the City from any liability for any personal injury or property damage occurring in participating in the activity. The waiver will require the authorized signature of the instructor (if not a city employee), the participant, or a parent of the participant or legal guardian of the participant if the participant is a minor, and a witness. Further, as a condition of Permit issuance, the City may require all participants in a Program or Activity to sign liability waivers, in a form approved by the City, holding the City harmless from any liabilities or claims that arise from their participation in a Program or Activity utilizing City Facilities.

D. *Indemnification.* In addition to the insurance to be provided and prior to the use of any Facilities, the Sports Organization shall agree in writing to indemnify, defend and hold the City, including City's officers, agents and employees, harmless against any and all claims, damages, losses, liabilities, costs and expenses (including reasonable attorney's fees) and causes of action of any kind of nature whatsoever arising from the acts, omissions or negligence of the Sports Organization, or its officers, agents, or employees, volunteers or invitees, or the Sports Organization's use and occupancy of any City Facilities or any breach of this Agreement, including through all appeals therefrom and shall satisfy and discharge any judgment which may be awarded against City in any such suit or action. Failure to comply with this obligation to indemnify the City (and its officers, agents and employees) shall result in the revocation of the subject Permit and may result in denial of future use of Facilities.

E. *Responsibility for officials, Volunteers, subcontractors, agents and invitees.* The Sports Organization shall agree to be responsible to the City for the acts and omissions of any subcontractor(s) or person(s) employed by the Sports Organization or Volunteers or any other person authorized or otherwise invited by the Sports Organization to participate in the Program.

VIII. LAW ENFORCEMENT IN CITY FACILITIES

A. *Compliance with laws.* Any person or organization utilizing a City Facility must comply with all applicable state and local law, including the City Code of Ordinances. If a person is in violation of applicable law, they may be subject to removal by any uniformed law officer.

B. *Deputies for Athletic Events.* Applications will be reviewed by the Director, in consultation with BSO, to determine whether and how much law enforcement staffing is required for a proposed Activity. Unless otherwise provided in an applicable Facility Use Agreement, the Permittee shall provide and pay for the number of deputies specified by the City for the Permittee's Activities. The Permittee must request and pay for the required number of deputies through BSO and must comply with any additional applicable BSO policies and applicable league bylaws.



CITY OF DEERFIELD BEACH ATHLETIC FACILITY USE AND SPORTS POLICY

IX. MANDATORY CRIMINAL BACKGROUNDS CHECKS

A. *Compliance with City Policy Required.* The Sports Organization shall comply with the City's Sports Volunteer Background Screening Policy, Section 50-80 of the City Code, as such policy may be amended from time to time (the "Policy").

- (1) The Sports Organization shall be required to perform a Level II background check on all of the Sports Organization's Volunteers and the results of such background checks shall be provided to the City prior to any Volunteer utilizing a City Facility for youth sports. The Sports Organization shall be responsible for the payment of the required background checks unless otherwise agreed upon by the City.
- (2) Level II Background checks for all Volunteers shall be conducted on an annual basis for all Volunteers. Volunteers shall be prohibited from participating in youth sports at any City Facilities or in any of the Youth Programs within the City in the event: (i) they have not had a current Level II background check conducted, or (ii) the results of their Level II background check reveal any of the disqualification factors set forth in the Policy, unless and until such Volunteer successfully appeals the disqualification in accordance with the Policy.
- (3) The Sports Organization shall acknowledge that the Sports Organization has read and understands the Policy and agrees to abide by the background screening qualification standards set forth in the Policy with respect to the Sports Organization's Volunteers. Further, the Sports Organization agrees to provide written notice to the City immediately upon the Sports Organization's knowledge of any occurrence that, under the Policy, would disqualify any Volunteer. The City shall have the right to immediately terminate field usage authorization upon written notice to the Sports Organization if the Sports Organization fails to abide by the Policy.

B. *Affidavit.* The Sports Organization shall be required to submit an affidavit on a form provided by or approved by the City certifying that the youth sports organization will not use any Volunteer who has direct contact with youth sports participants who has failed the background check based upon the criteria set forth in Section 50-80 of the City Code or Section 943.0438, Fla. Stat., as may be amended from time to time. Such affidavit shall be submitted to the Director prior to conducting any youth sports activity under this Agreement.

C. *Badges.* Any Volunteer that completes the Level II background check and satisfies the background requirements shall be issued a Badge by the City. The Badge simply signifies that the Volunteer has completed the required background check. The Badge does not serve to create any employer/employee or other contractual relationship between the City and the Volunteer and the Sports Organization shall remain fully responsible for the Volunteers that they permit to participate.



CITY OF DEERFIELD BEACH ATHLETIC FACILITY USE AND SPORTS POLICY

X. FOR-PROFIT PROGRAM PERMIT

A. *Permit Requirement.* All for-profit Programs, Activities, tournaments, showcases, and/or clinics must be approved through a permit application process through the Department.

B. *City Recognized Programs-Additional Costs to Participants.* Programs, tournaments, showcases, and/or clinics that a City Recognized Program wishes to conduct outside of its regularly scheduled season or programming for an additional cost to participants are subject to the requirements in the Section.

C. *Permit Conditions.* Applications for permits for for-profit Programs, Activities, tournaments, showcases, and/or clinics shall be subject to the following additional conditions and requirements:

1. A Facility Use Agreement, in a form approved by the City Attorney, must be executed by the Provider and provided to the City.
2. For-profit programs and activities utilizing any City Facility shall be subject to payment of a portion of the revenue to the City in accordance with the Fee Schedule.
3. All organizations seeking to host a for-profit program, tournament, showcase, and/or clinic may need to apply for a Special Event Permit and shall remit all applicable fees to the City.
4. All coaches and applicable individuals shall comply with the City's Background Check Policy as provided in Section 50-80 of the City Code and this Policy.
5. Proper insurance, with the City listed as additional insured, must be secured and proof of the required insurance shall be provided to the City prior to any Facility use.

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EXHIBIT "A" SPORTS AND ATHLETIC FACILITIES



CITY OF DEERFIELD BEACH ATHLETIC FACILITY USE AND SPORTS POLICY

The City owns and maintains the following Facilities that may be available for Sports Programs and Activities:

- (1) Constitution Park Recreation Center, 2841 W. Hillsboro Blvd.
 - a. Tennis Court
 - b. Basketball Court
- (2) Middle School Athletic Complex, 501SE 6th Avenue
- (3) Oveta McKeithen Recreational Complex, 445 SW 2nd Street
 - a. Baseball Fields
 - b. Multipurpose Field
 - c. Basketball Courts
 - d. Gymnasium
- (4) Pioneer Park, 222 NE 2nd Avenue
- (5) Quiet Waters Athletic Park, 4150 W Hillsboro Boulevard
- (6) Public Beach
 - a. Sand Volleyball Courts
- (7) Ecidar Park, 1901 SW 15th St.
 - a. Tennis Courts
- (8) Crystal Height Park (South), 1459 SW 28th Ave.
 - a. Sand Volleyball Court
- (9) Johnie McKeithen Park, 629 N Deerfield Ave.
 - a. Sand Volleyball Court
- (10) Mayo Howard Park, 1131 FAU Research Park Blvd.
 - a. Sand Volleyball Court
- (11) Villages of Hillsboro Park, 4111 NW 6th St.
 - a. Tennis Courts
 - b. Basketball Courts
 - c. Sand Volleyball Courts



CITY OF DEERFIELD BEACH ATHLETIC FACILITY USE AND SPORTS POLICY

EXHIBIT “B” CITY RECOGNIZED SPORTS PROGRAMS

<u>SPORT</u>	<u>RECOGNIZED PROGRAM</u>
1. RECREATION BASEBALL/SOFTBALL February – July September - December	Deerfield Beach Little League & City Parks & Recreation
2. TRAVEL BASEBALL Year Round	
3. RECREATION BASKETBALL December – March	City Parks & Recreation
4. TACKLE FOOTBALL June – December	DPR Youth Enrichment Association for Academics & Athletics, Inc.
5. FLAG FOOTBALL August – November	City Parks & Recreation
6. RECREATION SOCCER October – February	City Parks & Recreation
7. TRAVEL SOCCER Year Round	
8. TRAVEL LACROSSE Year Round	
9. TRAVEL BASEKETBALL Year Round	
10. SPECIAL NEEDS SPORTS Year Round	City Parks & Recreation
11. ADULT SOFTBALL BALL Year Round	City Parks & Recreation
12. RECREATION SOFTBALL October – January	City Parks & Recreation



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2020-380

Agenda Date: 5/19/2020

Status: DEPARTMENTAL BUSINESS

In Control: City Commission

Title

Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an Amendment to the HL109 Agreement with the Department of Economic Opportunity ("DEO") for the Branhilda Richardson Knowles Memorial Park and Cemetery Project to reallocate funds to the security camera installation budget; authorizing execution of the Amendment; providing for 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

In FY 2016-2017, the Florida Legislature appropriated \$995,000 for the City to acquire a vacant lot that was once an African American cemetery during segregation. The site, known as the Branhilda Richardson Knowles Memorial Park and Historic Cemetery ("Branhilda Park"), is located at 411 SE 2nd Avenue. To develop the site, the City received a \$400,000 State appropriation in fiscal years 2017-2018 and 2018-2019. The project scope of work included design and construction, landscaping, irrigation, hardscape, lighting, fencing, monuments, signage, park improvements, etc. (collectively, the "Project"). The City completed the Project in the summer of 2019 and the grand opening took place on August 24, 2019.

In FY 2019-2020, the State appropriated \$200,000 for the City to purchase and install public art and security cameras at the Branhilda Park. The City and State Department of Economic Opportunity ("DEO") entered into Grant Agreement HL109 (the "Grant Agreement") in October 2019 for the Project. The budget allocation for the purchase and installation of public art and security cameras are \$160,000 and \$40,000, respectively.

Current Activity

The City requested an amendment to the Grant Agreement in April 2020 to reallocate \$5,305 from the public art budget to the security cameras budget. The reallocation is necessary to complete the security camera installation since additional poles are required to prevent the risk of damage to existing light poles. The estimated cost for the additional poles will exceed the project budget by \$5,305. The public art budget has sufficient funds to allow for the reallocation, as the City already selected three art pieces for installation at Branhilda Park. The project completion date under the Grant Agreement is June 30, 2020.

Recommendation

It is recommended that City Commission approve the amendment to the Grant Agreement between the City of Deerfield Beach and the Florida Department of Economic Opportunity to provide for the reallocation of funds to the security cameras budget.

RESOLUTION NO. 2020/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING AN AMENDMENT TO THE HL109 AGREEMENT WITH THE DEPARTMENT OF ECONOMIC OPPORTUNITY (“DEO”) FOR THE BRANHILDA RICHARDSON KNOWLES MEMORIAL PARK AND CEMETERY PROJECT TO REALLOCATE FUNDS TO THE SECURITY CAMERA INSTALLATION BUDGET; AUTHORIZING EXECUTION OF THE AMENDMENT; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, in Fiscal Year 2016/2017, the Florida Legislature appropriated \$995,000 to acquire the vacant lot located at 411 SE 2nd Avenue, now known as the Branhilda Richardson Knowles Memorial Park and Cemetery (the “Memorial Park”); and

WHEREAS, in Fiscal Years 2017/2018 and 2018/2019, the City received \$400,000 each year from the Florida Legislature for the development of the Memorial Park (the “Project”); and

WHEREAS, for Fiscal Year 2019/2020, the Florida Legislature appropriated \$200,000 to the City for Phase Four of the Project, which includes the purchase and installation of public art and security cameras; and

WHEREAS, on October 11, 2019, the City and DEO entered into Grant Agreement HL109 (the “Agreement”) for the grant funds in the amount of \$200,000 (the “Grant Funds”), which expires on June 20, 2020; and

WHEREAS, in April 2020, the City requested an amendment to the Agreement to reallocate \$5,305 of the Grant Funds from the public art budget to the security camera installation budget (the “Amendment”); and

WHEREAS, the reallocation is necessary to complete the security camera installation since additional poles are required; and

WHEREAS, the public art budget has sufficient funds to allow for the reallocation, as the City has already selected three art pieces for installation at the Memorial Park; and

WHEREAS, City staff recommends that the City Commission approve the Amendment, attached as Exhibit “A,” to reallocate \$5,305 in Grant Funds to the security camera installation budget.

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 Amendment, attached as Exhibit “A,” and authorizes the appropriate City officials to execute the Amendment, 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 3. 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 4. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2020.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CMC, CITY CLERK

FLAIR #: HL109**DEO AGREEMENT ROUTING REVIEW FORM**

BF

1. Agreement Manager: Beth FrostProgram Area (Division): Contracts and Grants Admin.Phone No.: 850-245-7390☒ Financial (If Financial, Complete All Sections)

Non-Financial (If Non-Financial, Complete Sections 1-4, 8, and 22)

2. Agreement Type: Original Agreement Renewal Number: ☒ Amendment Number: 1
 If more than one funding source, show each source with amount of funds and Expansion Option (EO) and Version. If the contract will cross fiscal years, please indicate the amount that will be encumbered in the current fiscal year. If additional space is required, please attach a separate sheet.

3. Department Agreement # HL109 4. Begin Date 7/1/2019 End Date 6/30/2020 Revised End Date 5. Grant # FHCDP Mod. #

6. CFDA # CSFA # 40.038 7. Contract/Grant Total 200000.00 Increase (Decrease) Revised Contract/Grant Total 200,000.00

8. Entity Name/Vendor ID #/Address/Phone # City of Deerfield Beach/FEID# 59-6000305-001
150 NE 2nd Ave., Deerfield Beach, FL 33441
Vicki Placide-Pickard/954-571-2675 9. Method of Payment X Cost Reimbursement
Fixed Price or Fixed Rate 10. Vendor Determination Form Received? X Yes
Other: (please specify) No

11. FLAIR Fund Code 101000415 12. FLAIR Object Code(s) 751000 13. Budget Entity 40300200 14. FLAIR Organization Code(s) 40303000000 15. Appropriation Category 100931

16. Expansion Option/Version GB/04 17. OCA 18. FCO Year 19. FLAIR Account Code (29-digits) 40101000415403002000010093100

20. Method of Procurement Type: EX 21. Service Type 22. Agreement Type Vendor Contract 23. State Funded Project? X Yes
Solicitation #: X Recipient/Subrecipient No
Award Date/Notification Other: (please specify)

ADMINISTRATIVE REVIEW

PRE-EXECUTION PHASE (DocuSign)	EXECUTION PHASE
Agreement Manager: Beth Frost DocuSigned by: <u>Beth Frost</u> 4/17/2020	Office of the General Counsel:
Contracts and Grants Administration: Dornecia Allen DocuSigned by: <u>Dornecia Allen</u> 4/17/2020	Chief Financial Officer (If Applicable):
Revenue Management: Christine Hutton DocuSigned by: <u>Christine Hutton</u> 4/20/2020	Chief of Staff (If Applicable):
Bureau Chief/Manager: Ramone Smith DocuSigned by: <u>Ramone Smith</u> 4/22/2020	Delegation of Authority (If Applicable):
Deputy Division Director (If Applicable):	
Division Director (If Applicable):	
Chief Financial Officer (If Applicable): Damon Steffens DocuSigned by: <u>Damon Steffens</u> 4/23/2020	
Chief of Staff (If Applicable): Brian McManus DocuSigned by: <u>Brian McManus</u> 4/23/2020	
Executive Director (If Applicable):	

COMMENTS (If Applicable)

Agreement Manager

Contracts and Grants Administration

Revenue Management

Bureau Chief

Deputy Division Director

Division Director

Chief Financial Officer

Chief of Staff

Executive Director

Executive Briefing Template

Originating Office/Division: Contracts and Grants	Preparer: Beth Frost	Date: 4/14/20
Issue Title: City of Deerfield Beach (Branhilda Richardson Knowles Memorial Park)		
Action Requested: Approval of Grant Amendment		
Issue Summary: Grantee received an appropriation in the FY 19-20 General Appropriations Act		
Florida Statute: GAA, Line 2307A	Who needs to approve?	
Issue Start Date: July 1, 2019	Cost: \$200,000.00	
External Partners:	Lobbyist:	
Who needs to weigh in? WFS: ☐ DCD: ☐ SBD: ☐ F&A: ☐ IT: ☐ Comms: ☐ Leg: ☐ OGC: ☐ OIG: ☐ D.CoS: ☐ CoS: ☐ ExecDir: ☐ OPB: ☐ EoG: ☐		
Background: For Fiscal Year 2019-2020, the Florida Legislature appropriated Two Hundred Thousand Dollars and Zero Cents (\$200,000.00) in Specific Appropriation line item 2307A to the City of Deerfield Beach for completion of Phase 4 of development of the Branhilda Richardson Knowles Memorial Park, the site of an African-American cemetery established during the segregation era.	Relevant Data: Funds will be used to purchase a memorial art piece to be installed at the entrance to the park, and to purchase and install security cameras throughout the park. Grantee has requested amendment to re-allocate \$5,305.00 from Deliverable 1 to Deliverable 2 to cover the cost of additional work necessary to complete installation of security cameras. Minimum Level of Service has been met for Deliverable 1, and there is adequate funding available to re-allocate to Deliverable 2.	
Three options: Approve grant agreement		
Next steps: DEO Agreement Manager will monitor project through completion and process payments		Due Date:

**AMENDMENT ONE TO
GRANT AGREEMENT
BETWEEN
THE DEPARTMENT OF ECONOMIC OPPORTUNITY
AND
CITY OF DEERFIELD BEACH**

On October 11, 2019, the State of Florida, Department of Economic Opportunity ("DEO"), and the City of Deerfield Beach ("Grantee"), entered into Grant Agreement HL109 ("Agreement"). DEO and Grantee are sometimes referred to herein individually as a "Party" and collectively as "the Parties."

WHEREAS, Section D of the Agreement provides that any amendment to the Agreement shall be in writing and executed by the Parties thereto;

WHEREAS, the Parties wish to amend the Agreement as set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and obligations set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

1. Attachment 1, Scope of Work, Section 4, DELIVERABLES, is hereby deleted in its entirety and is replaced with the following:

4. DELIVERABLES: Grantee agrees to provide the following services as specified:

Deliverable 1: Purchase and Install Public Art		
Tasks	Minimum Level of Service	Financial Consequences
Purchase and install the public art pieces in accordance with Section 2.1 of this Scope of Work.	Complete procurement and installation of a minimum of one (1) public art piece in accordance with Section 2.1 of this Scope of Work, evidenced by submission to DEO of: a. Receipts and/or packing lists showing item was received by Grantee; b. Photographs of the item after it is installed; and c. Invoice package in accordance with Section 6 of the Scope of Work.	Failure to meet the minimum level of service by the end of the Agreement Period will result in non-payment. Failure to complete the purchase and installation of a minimum of three (3) public art pieces in accordance with Section 2.1 of this Scope of Work during the Agreement Period shall result in forfeiture of the remaining balance of the funds under this deliverable.
Total for Deliverable 1: \$154,695.00		

Deliverable 2: Purchase and Install Security Cameras		
Tasks	Minimum Level of Service	Financial Consequences
Purchase and install security cameras in accordance with Section 2.2 of this Scope of Work.	Purchase and install security cameras in accordance with Section 2.2 of this Scope of Work, evidenced by submission to DEO of: a. Certification by the Grantee's Project Manager that the task is 100% complete; b. Photographs of the completed work; and c. Invoice package in accordance with Section 6 of the Scope of Work.	Failure to meet the minimum level of service by the end of the Agreement Period will result in non-payment.
Total for Deliverable 2: \$45,305.00		
TOTAL AMOUNT NOT TO EXCEED \$200,000.00		

COST SHIFTING: The deliverable amounts specified within the Deliverables Section 4 table above are established based on the Parties' estimation of sufficient delivery of services fulfilling grant purposes under the Agreement in order to designate payment points during the Agreement Period; however, this is not intended to restrict DEO's ability to approve and reimburse allowable costs Grantee incurred providing the deliverables herein. Prior written approval from DEO's Agreement Manager is required for changes to the above Deliverable amounts that do not exceed **10%** of each deliverable total funding amount. Changes that exceed **10%** of each deliverable total funding amount will require a formal written amendment request from Grantee, as described in **MODIFICATION** section of the Agreement. Regardless, in no event shall DEO reimburse costs of more than the total amount of this Agreement.

2. All other terms and conditions of the Agreement remain in full force and effect.

Remainder of this page left intentionally blank

IN WITNESS THEREOF, by signature below, the Parties agree to abide by the terms, conditions, and provisions of Agreement # **HL109** as amended. This Amendment is effective on the date the last Party signs this Amendment.

CITY OF DEERFIELD BEACH	DEPARTMENT OF ECONOMIC OPPORTUNITY
SIGNED:	SIGNED:
Bill Ganz	Brian McManus
Mayor	Chief of Staff
DATE:	DATE:

Approved as to form and legal sufficiency,
subject only to full and proper execution by
the Parties.

OFFICE OF GENERAL COUNSEL
DEPARTMENT OF ECONOMIC OPPORTUNITY

By: _____

Approved Date: _____

Public Art Images

Branhilda Richardson-Knowles Memorial Park & Historic Cemetery

"A Novel Idea" Book Benches- Four (4) six-foot-long 3-dimensional granite benches carved in the form of books which can recognize local, regional and national writers' contribution to knowledge, joy and the fun of reading.



“Blue Tranquility” Sculpture is an aluminum and enamel material



“My Aching Heart” sculpture- made of stainless and carbon steel

